

TOWN OF KEEDYSVILLE, MARYLAND

“Where Northern Thrift and Personality Blend with Southern Charm and Hospitality”

P.O. Box 359
19 South Main Street
Keedysville, MD 21756
301-432-5795
www.keedysvillemd.com



Ken Lord, Mayor
Brandon Sweeney, Assistant Mayor
Sarah Baker, Council Member
Judy Kerns, Council Member
Matthew Hull, Council Member

REQUEST FOR PROPOSAL REGARDING QUALIFICATIONS & EXPERIENCE/TECHNICAL SUBMITTALS AND PRICE PROPOSALS FOR ENGINEERING SERVICES FOR REPLACEMENT OF SECTIONS OF THE WATER SYSTEM WITHIN THE TOWN OF KEEDYSVILLE

JUNE 9, 2022

The Mayor & Council of Keedysville are requesting qualifications & experience/technical submittals and price proposals for professional engineering services for the purpose of the design, bidding, and construction of replacement water piping for the Bedrock subdivision (pages C-19 thru C-21 of Attachment C), which includes the 8” diameter main that runs in parallel with Park Road to Bedrock Circle and then parallel with Bedrock Lane, the 8” diameter main that runs perpendicular to Bedrock Lane to supply water to houses on Shepherdstown Pike, and the 8” diameter main that runs down Columbine Drive, as well as replacement water piping for the section of 6” diameter piping that runs under Shepherdstown Pike after branching off the main on Coffman Farms Road (page C-36 of Attachment C).

The Keedysville Water Commission will evaluate responses to this request and select the firm that it deems to be responsive, most qualified and experienced. The Commission reserves the right to interview some or all prospective firms to discuss proposals.

The format for submittals, information regarding the scope of work and the criteria to be used by the Commission are available at Town Hall in Keedysville. Requests can be directed to:

Lisa Riner, Administrator
Keedysville Town Hall
P.O. Box 359
Keedysville, MD 21756
townhall@keedysvillemd.com
Phone: 301-432-5795.

A Pre-Proposal meeting will be held Tuesday, June 28, 2022 at 10:00am in the Keedysville Town Hall at 19 South Main Street, Keedysville, MD, 21756. Attendance at this meeting is not mandatory but is strongly recommended.

Five copies of the submittals of Qualifications & Experience and a completed Price Proposal Form, including Attachments A and B, enclosed in a sealed opaque envelope marked Water Line Replacement RFP are due in Keedysville Town Hall no

later than 12:00 pm, Friday, July 22, 2022. The Water Commission will evaluate the submittals. Failure to comply in providing the above-required information for the Commission's review may result in disqualification of that firm.

The Mayor & Council of Keedysville reserves the right to accept or reject any and/or all proposals, to waive technicalities and take whatever action is in the best interest of the Town of Keedysville.

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1. Introduction

The Mayor & Council of Keedysville are soliciting proposals from qualified firms for the purpose of the design, bidding, and construction of replacement water piping for the Bedrock subdivision (pages C-19 thru C-21 of Attachment C), which includes the 8" diameter main that runs in parallel with Park Road to Bedrock Circle and then parallel with Bedrock Lane, the 8" diameter main that runs perpendicular to Bedrock Lane to supply water to houses on Shepherdstown Pike, and the 8" diameter main that runs down Columbine Drive, as well as replacement water piping for the section of 6" diameter piping that runs under Shepherdstown Pike after branching off the main on Coffman Farms Road (page C-36 of Attachment C). It is the intent of this request to determine the most qualified firm to which the Town could contract these services.

Each proposal shall address all of the information outlined herein. Additionally, each prospective professional firm may include such other information as he or she deems pertinent to the proper evaluation of their proposal. Typewritten proposals only shall be submitted, bound to create a single document containing all required material.

It is the responsibility of each prospective professional firm interested in this proposal to review the impacted area prior to the submission of their proposal. All bidders are responsible for obtaining any information pertinent to the proper evaluation of impacted area. Inspection of the area may be scheduled by contacting Lisa Riner, Keedysville Administrator at townhall@keedysvillemd.com or 301-432-5795.

NOTE: THE TOWN OF KEEDYSVILLE AND ITS WATER SYSTEM OPERATOR FROM THE TOWN OF BOONSBORO HAVE A LIMITED STAFF THAT WILL REASONABLY COOPERATE WITH THE CONTRACTOR. THE CONTRACTOR CANNOT ASSUME TO USE THE LOCAL STAFF AS PART OF THE INVESTIGATIVE OR DESIGN TEAM.

The purpose of this Request for Proposal (RFP) is: 1) to provide interested Service Providers with sufficient information to enable them to submit a detailed proposal for review; 2) to set forth a systematic method of evaluation that will be fair and impartial to all interested Service Providers; and 3) to generate uniform Proposals for evaluation by the owner.

Each Service Provider must comply with all requirements for a regular Proposal as required by this RFP. Notice is hereby given to all Service Providers that proposals found to be defective or irregular in any respect may be rejected immediately. To facilitate comparative analysis and evaluation of Proposals, a uniform format shall be employed in structuring each Proposal. The required format will coincide with the format detailed later in this request. The Service Provider's degree of compliance with the requirements of this request will be a factor in the subsequent evaluation and award of the contract for the designated services. All instructions contained herein and attachments hereto shall constitute an integral part of this RFP.

Unless otherwise stated in the special instructions, the following general instructions will apply.

All Service Providers must be prepared to present suitable evidence of similar work recently completed or goods supplied.

The Owner may reject a proposal if:

- The service provider misstates or conceals any material fact in the proposal; or if,
- The proposal does not strictly conform to the law or requirements of proposal; or if,
- The proposal is conditional, except that the service provider may qualify his or her proposal for acceptance by the Owner on an "all or none" basis or a "low item" basis. An "all or none" basis proposal must include all items upon which proposals are invited.

The Owner may, however, reject all proposals whenever it is deemed in the best interest of the Owner to do so and may reject any part or all. The Owner may also waive any minor informalities or irregularities in any proposal.

No verbal instructions or verbal information to a proposing Service Provider will be binding. The written RFP will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. Should any alterations to the RFP be deemed necessary by the Owner, these alterations will be made in the form of written addenda which will be posted online and mailed or emailed to all interested Service Providers. These addenda shall then be considered as part of the RFP.

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Any contract with a service provider shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The Owner reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the Owner.

The Owner may not enter into a services contract with a Service Provider for the physical performance of services within the State of Maryland unless that Service Provider registers and participates in the Federal Work Authorization program. A successful Service Provider must verify adherence to employment authorization of all employees and all its subcontractors.

Service Providers shall comply with all local, state, and federal directives, orders and laws as applicable to this RFP and subsequent contract(s).

The successful Service Provider will be required to purchase and maintain a business license for the duration of the agreement. The Service Provider will also have a valid license from the Maryland Board for Professional Engineers.

The staff from the Town of Boonsboro operates the water system for the Town of Keedysville. The successful Service Provider will be required to coordinate with the Town of Boonsboro staff when performing inspections or any construction activities on the water system.

All questions, comments, or clarifications should be directed to:

Lisa Riner, Administrator
P.O. Box 359
Keedysville, MD 21756
townhall@keedysvillemd.com
Phone: 301-432-5795

2. Scope of Work

A. Design

1. A preliminary meeting will be held prior to the execution of the project with the Keedysville Water Commission to include any key members of the Engineer's project team. The following issues shall be included on the agenda:
 - a. Review of project objectives,
 - b. Review of project schedule,
 - c. Review of established procedures for workflow, communication, and documentation,
 - d. Review of additional data in Town's possession that may be required to complete project such as property plats, existing water main plans, etc.,
 - e. Review of other issues directly related to project as deemed appropriate by the Town,
 - f. Review of the proposed water main alignment to identify any encroachments that may impact the proposed alignment of the main,
 - g. Obtain the Town of Keedysville design standards for the construction of water system components which shall be used as the basis for design.
2. The Engineer shall contact Miss Utility to identify all utility companies with facilities located within the project area and obtain the location of any existing facilities from the utility companies. The location of all known existing utilities shall be indicated on the design drawings.
3. Conduct a site investigation to determine the existence of any wetlands within the project site and, if found to be present, perform a wetlands delineation.
4. Perform a topographic and utility field survey of the proposed layout for the replacement water system. The field survey will include ties to adjacent property corners and USGS benchmarks.
5. Identify the need for any easements to accommodate the replacement water main. If additional easements are required, the Engineer shall prepare separate plats for all affected properties. (Acquisition of any required easements will be the responsibility of the Town.)
6. Conduct on-site engineering evaluations and investigations to enable the design and preparation of the required permit applications.

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7. Create a composite topographic and utility plan based upon the information obtained from the field survey.
8. Prepare plan and profile drawings of the proposed water system layout in AutoCAD.
9. Confirm the design capacity of the pipe size for the replacement water system.
10. Obtain paving and road restoration requirements relative to limits of overlay, curbing, sidewalk, and stormwater requirements from MD SHA and Washington County. In addition, obtain SHA and County pavement history, rights-of-way, and segment and offset data.
11. Design any required utility details for the water replacement including trenching, backfill, paving, restoration, thrust restraint, casing pipes, hydrants, service laterals, air release valves, etc. utilizing the Town of Keedysville water specifications and applicable pavement restoration specifications.
12. Prepare the construction plans, specifications, and contract documents for the replacement water system project.
13. Design sediment and erosion control measures for the project area including plans, details and construction sequence narrative for review and approval by the Washington County Soil Conservation District and MDE.
14. Prepare and submit a Notice of Intent (NOI) for coverage under the General Permit for Construction Activity. The application should include a Sediment and Erosion Control Plan, Stormwater Management Plan, and a narrative description of the project.
15. Submit construction plans and specification for the water main extension project to MDE for coordination of project funding issues.
16. Prepare necessary construction permit applications for review and approval by the Town of Keedysville.
17. Provide follow-up as necessary to facilitate the review and approval of all permit applications by the regulatory agencies.
18. Prepare a construction cost estimate for the replacement water system project.
19. Arrange and attend meetings with the Town to review pertinent information relative to the design. At a minimum, one meeting shall be at approximately 30 percent completion and a second meeting shall be at 95 percent completion of design. Following each meeting, the Engineer shall respond to the Town's comments and questions, and make revisions to the design, as appropriate. The Engineer shall obtain the Town's approval of the 95 percent submission.
20. Make adjustments to the design drawings and specifications consistent with the Town's comments and provide the Town with one final set of contract documents in both hard copy and electronic format.

B. Bidding

1. Prepare the advertisement for solicitation of bids for the replacement water system contract and assist the Town in the solicitation for bids. (The cost of advertising will be paid by the Town.)
2. Respond to bidders' inquiries regarding the project and bidding requirements.
3. Arrange and attend one pre-bid meeting with the Town and prospective bidders.
4. Prepare and issue addenda to the contract documents, if required.
5. Attend the bid opening and prepare a tabulation of the bids.
6. Review the bids received and provide a written recommendation for the award of a contract for construction.
7. Assemble the contract documents for execution by the selected contractor and secure the required bonds and insurance certificates from the contractor.
8. Provide the Town of Keedysville with two sets of contract documents for the Town's use during bidding. Contract documents required for bidding purposes will be paid for by prospective bidders and reimbursed to the Engineer.

C. Construction

1. Preconstruction Conference – The Engineer will conduct a preconstruction conference, prepare minutes from the conference, and deliver these minutes to the Town Administrator for distribution. This preconstruction conference is to review and determine the following:
 - a. Communications,
 - b. Role of Owner's Site Representative,
 - c. Role of the Engineer (On-call Site Representative),
 - d. Contract Time,
 - e. Construction Schedules,

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- f. Bonds and Insurances,
 - g. Subcontractors,
 - h. Plans and Specifications,
 - i. Shop Drawings,
 - j. Samples,
 - k. Utilities,
 - l. Emergency Contacts,
 - m. Trailers,
 - n. Storage,
 - o. Payrolls,
 - p. Soil Erosion and Sedimentation Control,
 - q. Estimates for Payment,
 - r. Photographs,
 - s. Permits and Approvals,
 - t. Demolition,
 - u. Safety and Protection,
 - v. Regular Cleanup and Disposal,
 - w. Job Conferences, and
 - x. Manufacturer Requirements.
2. Progress Meetings - The Engineer will attend one progress meeting per month at the job site at a minimum. During the progress meeting, payment estimates will be reviewed, issues affecting construction schedules will be discussed, and the Engineer will observe the Contractor's work to endeavor to guard the Town against defects and deficiencies in the work. The Engineer will prepare minutes of the progress meetings and distribute to attendees and other appropriate parties.
 3. General Services
 - a. Conduct periodic site visits to observe the work in progress and provide monthly construction reports to the Town.
 - b. Provide general technical consultation including interpretation and clarification of the contract documents.
 - c. When the Engineer becomes aware of any failure of a Contractor to perform in accordance with the Contract Documents, the Engineer will notify the Town if the Contractor will not correct the failure to perform in accordance with the Contract Documents.
 - d. Keep the Town Administrator informed of the progress of the work and endeavor to guard the Town against defects and deficiencies in the work.
 4. Shop Drawings - The Engineer will review shop drawings and other data submitted by the Contractor assuring compliance with construction plans and specifications.
 5. Payment Requests - The Engineer will review and recommend approval of requests for monthly and final payments to the Contractor.
 6. Change Orders - The Engineer will assist in negotiations with the Contractor and prepare, as necessary, change order documents to be presented to the Town Administrator for approval prior to execution.
 7. Substantial and Final Completion - The Engineer will perform final inspection of the project and report the status of project completion to the Town Administrator with a tentative list of items to be completed or corrected before final payment.
 8. Record Drawings - The Engineer will provide record drawings of the completed project by revising the Contract Drawings, using information based on the actual construction provided by the Contractors. The Engineer shall provide a final set of record drawings in both hard copy and electronic format.
 9. Resident Project Engineer or Representative - Provide a resident project engineer or representative during the construction period to observe and determine that all construction work is carried out in compliance with the contract drawings and specifications.
 - a. The resident project engineer or representative shall be on site full-time during construction activities.
 - b. Perform inspection of the construction including, but not limited to, the following activities:
 - i. Observe placement of trench bedding and backfill materials.

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- ii. Observe installation of water pipe and appurtenances.
- iii. Review field density tests on placed compacted fill.
- iv. Observe restoration work of disturbed areas.
- v. Observe testing and disinfection process for water system.

3. Submittal Instructions

Questions pertaining to this document will only be accepted by email up to 5 days before the date proposals are due. Questions should be emailed to the attention of Lisa Riner at “townhall@keedysvillemd.com” with the subject line “Water Line Replacement RFP”. All questions will be responded to by the Owner within 5 working days and the questions and answers will be posted online and dispersed to all Service Providers who requested an RFP.

Submission of a proposal will be considered as conclusive evidence of the Service Providers’ complete examination and understanding of the requirements of this RFP.

Any submittal must be complete and signed by an authorized representative of the Service Provider submitting.

Each proposal must be enclosed in a sealed envelope, clearly marked “Water Line Replacement RFP” on the outside, and delivered to the Owner on the date and time stated in this RFP.

No proposals may be withdrawn later than 11:30am on the day of the proposal opening. No modifications, clarifications, or explanations of any proposals will be allowed after the sealed proposal is delivered to:

Town of Keedysville
19 South Main Street
P.O. Box 359
Keedysville, MD 21756

NO PROPOSALS WILL BE ACCEPTED UNLESS SUBMITTED IN THE REQUIRED FORMAT HEREIN. All proposals must be sealed, marked, and delivered in accordance with these instructions.

4. Miscellaneous

Service Providers are responsible to perform all necessary inspection or investigations to thoroughly inform themselves regarding the scope of work, delivery of material and equipment, condition of the water system, and the service to be performed as required by this document. No plea of ignorance of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposed shall be grounds to fail to fulfill, in every detail, the requirements of the contract document.

It is the responsibility of each prospective Service Provider interested in this proposal to inspect the impacted area prior to the submission of their proposal. All bidders are responsible for obtaining any additional information pertinent to their proper evaluation of each storage water line.

The Service Provider agrees to indemnify and save harmless the Owner, its representatives, employees, and agents from all claims, demands, actions, suits, and liabilities arising from the Service Provider’s own fault or negligence or through the negligence or fault of the manufacturer of goods supplied by the Service Provider. This obligation shall extend to and include all litigation costs and reasonable attorney fees incurred by the Owner in response to such claims, demands, actions, or liabilities, provided it is ultimately determined that such claims result from the Service Provider’s or manufacturer’s fault or negligence.

THE SERVICE PROVIDER SHALL NOT ASSIGN OR OTHERWISE TRANSFER ANY OF ITS RESPONSIBILITIES OR OBLIGATIONS UNDER THE CONTRACT TO ANY OTHER PERSON OR ENTITY WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER. ANY CHANGES IN SPECIFICATIONS, AFTER THE PURCHASE ORDER/CONTRACT HAS BEEN AWARDED, MUST BE WITH THE WRITTEN CONSENT OF THE OWNER.

A contract will not be awarded to any Service Provider who, for any cause: 1) is in arrears to the Town of Keedysville, MD; 2) is in litigation against the Town; or, 3) has failed in any past contracts to perform to the satisfaction of the Town as to the character of the work, the fulfillment of guarantee, or in time consumed to complete a project.

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In the event the successful Service Provider fails or refuses to execute a formal written contract with the Owner in form and content acceptable to the Town within ten [10] days after notice of acceptance of his or her proposal, their proposal will be revoked and all obligations of the Town with the proposal will be canceled.

5. Minimum Qualifications of Proposing Service Providers

For your firm to be considered, the Owner is requiring the following to be provided at a minimum:

1. A brief description of the firm's qualifications,
2. Descriptions of similar projects,
3. Client references,
4. The proposed project team, along with relative experience and resumes of key members of the Engineer's project team
5. Insurance coverage as outlined in Attachment A at the end of the RFP document.

6. Evaluation and Selection

The Owner will evaluate each qualified Service Provider and select a single provider based on criteria deemed important to choosing a competent provider to provide the type of work and services outlined in this RFP. Each Service Provider submitting a response will have the following criteria reviewed:

1. Professionalism and completeness of their submittal.
2. The detail in which the proposed service is described.
3. Experience and references.
4. Qualifications and capabilities.
5. Proposed costs.
6. Insurance Coverage.

Submittals should include all pertinent information related to the selection criteria.

7. Safety and Insurance Requirements

Reference Attachment A for minimum coverage outline detailing the levels of insurance required by the Town to accept a contractual obligation.

8. Affidavit of Understanding

Fully complete the Affidavit of Understanding in Attachment B.

Attachment A – Insurance Coverage

1. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Service Provider and any subcontractor Providers. The Service Provider and any subcontractor Provider shall procure and maintain at his or her own expense any additional kinds and amounts of insurance that, in his or her own judgment, may be necessary for his or her proper protection in the prosecution of the work.
2. The Service Provider shall carry insurance as prescribed herein and all policies shall be with a company satisfactory to the Owner.
3. If a part of this contract is sublet, the Service Provider shall require each subcontractor Provider to carry insurance of the same kind and in like amounts as carried by the prime Service Provider.
4. Certificates of insurance shall state that ten (10) days written notice will be given to the Owner before the policy is canceled or changed. No Service Provider or subcontractor Provider will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by the Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. The Service Provider shall secure and maintain in effect for the period of the contract and pay all premiums for the following kinds and amount of insurance.
 - a. General Liability
 - i. Each Occurrence Minimum Amount of Coverage - \$1,000,000
 - ii. General Aggregate Minimum Amount of Coverage - \$2,000,000
 - b. Automobile Liability
 - i. Combined Single Limit Minimum Amount of Coverage - \$1,000,000
 - c. Worker Compensation and Employer's Liability
 - i. Each Accident / Disease Minimum Amount of Coverage - \$1,000,000
 - ii. Policy limit must be listed on the submitted certificate.
 - d. Pollution Liability
 - i. Each Occurrence Minimum Amount of Coverage - \$1,000,000
 - ii. General Aggregate Minimum Amount of Coverage - \$2,000,000
 - e. Professional Liability
 - i. Each Occurrence Minimum Amount of Coverage - \$1,000,000
 - ii. General Aggregate Minimum Amount of Coverage - \$2,000,000
 - f. Umbrella Liability Coverage
 - i. The Service Provider should carry some form of umbrella coverage adequate to fully cover the insurable portion of the project for the benefit of the owner, the prime Contractor, and Subcontractor as their interest may appear.
 - ii. Umbrella or other type of coverage should be detailed in the Service Provider's insurance certificate submitted with their proposal.

Attachment B – Affidavit of Understanding

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature of Officer of the Firm: _____

Printed Name & Title: _____

Telephone No.: _____

Email Address: _____

Date: _____

EXCEPTIONS (If no exceptions are taken, write "NONE".)

