

RFP 20-01
REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT
SERVICES REGARDING THE CONSTRUCTION OF A NEW COUNTY
PRISON FOR FAYETTE COUNTY, PENNSYLVANIA

1.0 Introduction

The County of Fayette, Pennsylvania (the County) is soliciting proposals for Construction Management Services regarding the construction of a new County Prison. Companies submitting proposals must have demonstrated experience in said services.

Throughout this document, the singular use of the words Company, Contractor, Proposer or Offeror shall apply to the responders of this request for each service or all services proposed.

2.0 Background

Fayette County is accepting proposals from qualified firms to provide professional construction management (CM) services for the proposed new Fayette County Prison located in Uniontown. CDI Architects Group, LLC d/b/a L.R. Kimball (the Architect) is the County's contracted Architect for this project.

The Fayette County Jail is currently located at 61 East Main Street, Uniontown, PA 15401. The existing jail opened in 1892 with additions in 1999. The prison has a rated capacity of 262 inmates, but has housed more than 300 inmates, and the County has previously had to regularly lease additional bed space from other counties. Based on several recent studies, it has been determined that a new county prison is needed. The former Army Reserve Training Center property has been acquired by the County and will be the location for the new County Prison. There are existing buildings on this site that may or may not be retained for inclusion in the new prison project.

The most recent needs assessment, and update, has identified the need for a new County Prison with approximately 312 prisoner beds of various custody levels, a new Booking Center, and potentially a new Central Court to be co-located with the new prison. It is anticipated that the gross area of the prison should be approximately 106,700 square feet.

A complete copy of the needs assessment and update can be obtained on the county website at www.fayettecountypa.org

The successful firm will be expected to provide assistance in regard to project options for repurposing some of the existing buildings on the former Army Reserve Training Center property, as appropriate, to save construction time and cost.

3.0 Scope of Work

- 3.1 Any products and services that are not specifically addressed in this RFP, but are necessary to provide functional capabilities proposed by the proposer, must be included in the proposal.
- 3.2 Meet with County staff, the Architect and their subconsultants to gain a detailed understanding of the project. CM to perform final cost estimate based on final construction documents. Project will be bid with multiple prime contracts.
- 3.3 CM will mobilize construction of project after County approval of final plans and drawings.
- 3.4 CM will submit to all appropriate licensing agencies for approval.
- 3.5 CM will review construction documents.
- 3.6 The CM shall work with the County and Architect during the design phase, monitor progress and assure that the project is designed within budget and on schedule. Cost estimates and constructability will be provided by the CM at 90% of design. The CM will perform a value engineering study at the conclusion of the 90% design phase.
- 3.7 This study will:
 1. Identify the required functions of construction elements.
 2. Generate lower cost alternatives and determine if the alternatives will meet design requirements, maintenance and life cycle.
 3. Present recommendations to the County for review.
- 3.8 Perform a design and constructability analysis to determine the following:
 1. Insure drawings adhere to County guidelines and standards.
 2. Review for technical accuracy and comment.
 3. Review all submissions to assure all comments are addressed.
 4. Assure all necessary right-of-way and/or easements have been properly obtained.
 5. Assure resolution of charges and claims, progress payment procedures, guarantees, procurement, shop drawings, etc.
 6. Anticipated schedule is realistic.
 7. Construction responsibilities are clearly defined.
- 3.9 Prepare construction bid documents:
 1. Assure that contract terms and conditions included are adequate to identify change order procedures.
 2. Review and compilation of construction specifications from USA Architects and their consultants.

3.10 Assist in bid and contract award:

1. CM will attend pre-bid conference meeting.
2. Upon receipt of bids, the CM will perform a bid analysis and develop a bid report including recommendations to award.

3.11 Construction:

1. The CM will conduct a pre-construction conference with each construction contractor delineating project procedures and requirements and assure that the contractor is aware of all obligations.
2. The CM will use the Critical Path Method (CPM) and analyze the contractor's construction path. Each stage of construction will be reviewed and verified throughout the project. The CM will:
 - a. Review contractor's CPM submittals
 - b. Review monthly submittals and access progress to determine construction delays and resolve problems and obstacles
 - c. Update master CPM as required reflecting changes and schedules
3. CM will schedule construction meetings as required and will provide a written monthly progress report to the County Commissioners.
4. CM will promptly notify the County Commissioners if work is not proceeding on schedule to assure completion of project on schedule and within budget.
5. CM will review submittals; change order requests, pay applications, schedules, construction progress and quality. CM will approve and recommend action to the County and will keep a log for all open or requested change orders. This log will be up to date at all times and will be submitted to the County Commissioners as part of the monthly progress report.

3.12 Quality Assurance:

1. Proposals will demonstrate that the CM possesses and can implement appropriate quality management systems and procedures. RFP will include the following:
 - a. The organization's design process (process flow chart).
 - b. Knowledge and use of Gantt chart, critical dates and milestones.
 - c. Procedures for processing, tracking, and analyzing project change orders.
2. The County and the CM will review and agree on construction schedules. The CM will strictly adhere to agreed schedules and the following provision will apply.
3. If the Construction Manager is not reasonably able to complete the services described and required by this agreement due to actions of the County within the timeframes set forth, the amounts of compensation and

rate may be subject to re-negotiation. If the Construction Manager fails to complete or deliver services free of any actions by the County, on or by the dates agreed upon, the Construction Manager shall pay the County \$300.00 as a fixed agreed and liquidated damages for each calendar day until all of the work is completed.

3.12 Progress Meetings:

1. CM will schedule bi-weekly progress meetings with the County, Engineer, Architect and Contractors. Minutes will be prepared by the CM and be reviewed and approval by all parties. Each meeting agenda will include:
 - a. Status of work related to planned schedules.
 - b. Change orders—status, requests and proposals.
 - c. Inspection and quality review / issue.
 - d. General information needed for construction.
 - e. All issues will be assigned to a specific party for action.
2. The CM will be responsible to expedite required actions and resolve outstanding issues.

3.13 Cost Control:

1. CM will manage cost related items throughout the construction process.
2. The CM will:
 - a. Approve each Contractor's schedule of values.
 - b. Review and approve each Contractor's monthly payment requisitions.
 - c. Include cost control analysis in monthly construction report.

4.0 Projected Timetable

The projected timetable for this RFP is as follows, the County reserves the right to change or extend any of these dates as needed:

Issue Request for Proposal - January 6, 2020
Deadline to Submit Questions - January 20, 2020
Issue Final Addendum to RFP- January 27, 2020
Proposals Due - February 6, 2020

5.0 Contracted Company's Responsibilities

- 5.1 The Company shall perform Construction Management services as specified in the RFP, Contract, any addenda thereto, and agreed upon information provided in the Proposal.

- 5.2 The Company shall provide and assign only individuals who have experience performing the Construction Management service to be provided. Company must also insure individuals do not have a criminal record.
- 5.3 The Company shall perform Construction Management services in strict compliance with all Federal, State and Local laws, regulations, ordinances, and directives as they may pertain to said services.

6.0 County Responsibilities

- 6.1 Provide a designee to be the point of contact for all questions and/or requests by the Contractor.

7.0 County Rights and Authority

- 7.1 The County shall retain the right to inspect and review the Contractor's performance under this contract and to initiate action, within the terms of the contract, that it deems necessary to assure contractor compliance.
- 7.2 The County will review and approve, prior to any implementation, all recommended changes proposed by the Contractor.

8.0 Proposal Procedures

8.1 Questions

Questions regarding this RFP must be submitted to the Chief Clerk, Amy Revak, no later than 4 p.m. Eastern Standard Time, January 20, 2020.

8.2 Proposal Submission

- 8.2.1 Hard copies of proposals must be submitted no later than 4 p.m. Eastern Standard Time, February 6, 2020.
- 8.2.2 Proposals received after the time and date above will not be considered.
- 8.2.3 Proposals shall be submitted at no cost to the County and any proposal received shall remain the property of the County.
- 8.2.4 Proposers are encouraged to reply "comply," "comply with exceptions," "cannot comply," or "our alternative is ..." to every requirement in this RFP.
- 8.2.5 The County reserves the sole right to waive technicalities contained in proposals.

- 8.2.6 The County reserves the right to reject any and all proposals.
- 8.2.7 Proposals submitted in response to this RFP must remain valid for a period of 365 days from the proposal submission date.
- 8.2.8 Disclosure of Proposal Contents

All proposals/bids and other material submitted becomes the property of the County and may be returned only at the County's option. Information contained in the proposals/bids will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws public records are required to be open to reasonable inspection and reproduction. All proposal/bid information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter all proposals/bids will become public information, subject to inspection and reproduction in accordance with the PA Right to Know Law (Act 3 of 2008), unless otherwise exempt under the Act. Copies of said public records may be made in the Purchasing Department at a cost to the requesting party of \$0.25 per page.

Notwithstanding any terms or conditions contained herein, Company agrees to comply with all Local, State and Federal laws and regulations. Company specifically agrees to produce all documents that may be subject to public disclosure pursuant to the Pennsylvania Open Records Law.

Trade secrets and other proprietary data contained in a proposal may be held confidential if such data meets the definitions of confidential proprietary information and/or trade secrets under Section 102 of the Right to Know Law. Material considered confidential by the proposer must be clearly identified and the proposer must include a brief statement that sets out the reasons for the confidentiality and how this information meets the criteria of Section 102 of the law.

- 8.2.9 Ambiguity, Conflict or Other Errors in the RFP.

Any ambiguity, conflict, discrepancy, omission or other error discovered in this RFP must be reported immediately in writing to the Chief Clerk, Amy Revak, County of Fayette, and a request made for specific modifications or clarifications.

- 8.3 Requests for Clarification— Any requests by the County for clarification of proposals shall be answered in writing and such requests should not alter the proposer's pricing information contained in its cost proposal.

9.0 Selection Criteria – Criteria for Evaluation

- 9.1 Mandatory requirements include:
 - 9.1.1 Compliance with RFP instructions.
 - 9.1.2 Demonstrated performance and history of correctional facility construction management services.
- 9.2 The proposer will be selected based on their written proposal and any requested presentations. The primary criteria used in making a selection will be as follows:
 - 9.2.1 Size of organization, skill sets within the organization.
 - 9.2.2 Organization's number of years in the industry along with specialized experience and technical competence of the firm with similar correctional facility projects.
 - 9.2.3 Evaluation of the expertise and experience of the construction manager, project manager and superintendent as it relates to a correctional facility, this size project, complexity, quality and duration. Key personnel assigned to which task and their commitment to each phase of work.
 - 9.2.4 How each firm describes their approach to the project and has determined how to construct the project in the time line presented and identify how they plan to move material and people into and out of the site, keep the site safe, minimize disruption to the occupied facility and surrounding properties, etc.
 - 9.2.5 How the contractor describes their approach to this project and addresses such issues as how to reduce change orders, scheduling strategies and identifying risks to the success of the project and providing a reasonable solution.
 - 9.2.6 Results of Reference calls and past performance.
 - 9.2.7 Cost
- 9.3 Procedure – Submitted proposals will be reviewed by the County Commissioners with input and advice from the Prison Board and the Prison Warden. Proposers who are deemed fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and all other relevant factors.
- 9.4 At the conclusion of discussions, the proposers will be ranked based on selection criteria, and final action shall be taken by the County Commissioners at a public meeting.

9.5 Contract negotiations will be conducted with the proposer chosen by the Commissioners. If a satisfactory agreement can be reached, the contract shall be awarded to the proposer; otherwise, negotiations will be conducted with a subsequent proposer until a satisfactory contract can be established or until the Commissioners determine that rejection of all proposals is the best interest of the County.

10.0 Method of Award

- 10.1 The award will be made to the proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
- 10.2 The County reserves the right to award this contract not necessarily to the proposer with the lowest price, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. The successful proposer will be chosen based on the qualifications and selection criteria discussed in the proposal.
- 10.3 The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. The successful proposer will perform all services indicated in the proposal in compliance with the negotiated contract.
- 10.4 The County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer. Proposers whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

11.0 Interview/Presentation

The County reserves the sole right, in the best interest of the County, upon review of proposals to:

- Request and obtain additional information and/or clarification from prospective proposers.
- Request and schedule proposer(s) to meet and schedule at a designated time, date, and County location for an interview and/or presentation.

12.0 Agreement

- 12.1 The County reserves the sole right to offer and enter into an agreement with the successful proposer.
- 12.2 The successful proposer agrees to sign a written Agreement including terms and conditions as specified in this RFP. The County reserves the right to change, add and/or delete terms as determined to be in its best interest.
 - 12.2.1 Contractor agrees to comply with the terms and conditions set forth in its proposal dated (date of proposal), as well as all requirements of the RFP and any addenda thereto; pertinent portions of the proposal submitted by the successful proposer; and any negotiated additions or changes to the received proposal all of which are incorporated herein by reference as though fully set forth at length.
 - 12.2.2 The contract sum shall be (awarded amount) as indicated in the Contractor's executed Proposal. Said prices shall be the total compensation paid by the County to the Contractor including all related incidental work thereto.
 - 12.2.3 Contractor further agrees to indemnify and save harmless the County from any and all actions, claims and demands whatsoever that may result from Contractor's use of any facilities owned by the County does further agree to repair any damage to the County-owned property caused by Contractor's negligence or willful actions and the Contractor shall further supply the necessary insurances as set forth in this proposal.
 - 12.2.4 The parties hereto do hereby agree that they shall comply with all conditions and provisions of the specifications whenever such specifications are not inconsistent with the terms and provisions of this Agreement, and do hereby agree to execute all documents, agreements, and other papers related hereto and in a form satisfactory to the County.

12.2.5 HOLD HARMLESS CLAUSE

In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission or negligence of the Contractor be procured or kept in full force and effect, the Contractor shall indemnify defend and save harmless the County against losses, claims and demands to the same extent as the County would have indemnified by each insurance if it had been in full force and effect. The Contractor shall also indemnify defend and save harmless the County against any and all losses, claims and demands to the extent that they are not recoverable under each insurance policy solely because of a deductible franchise or average provision therein and to the extent that the proceeds of insurance collections from underwriters are reduced by any customary brokers' commissions.

12.2.6 SUITS AND CLAIMS

The Contractor agrees to indemnify, defend, and save harmless the County and all the officers and subordinates, from all suits and actions of any name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party through the Contractor or his agents, servants, or employees in the performance or subsequent to the completion of the work under the contract whether such injury or damages be due to negligence or the inherent nature of the work. It is not the intention of this Section or anything herein provided to confer in a third party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the County a right of action either under this contract or in any manner whatsoever.

- 12.2.7 The agreement must be signed by authorized representatives of the Contractor and the Fayette County Board of Commissioners.
- 12.3 The Agreement must incorporate, in order of precedence, the following:
 - 12.3.1 The Agreement.
 - 12.3.2 The County Request for Proposal (RFP) and any addenda thereto.
 - 12.3.3 Pertinent portions of the proposal submitted by the successful proposer.
- 12.4 The successful proposer who is presented an agreement is required to sign and have witnessed three original agreements. The agreements shall be presented to the Fayette County Commissioners for consideration and/or approval. Upon Commissioners approval and signature, an original agreement shall be forwarded to the successful proposer.

13.0 Term of Agreement

The term of agreement shall be agreed upon with the successful Proposer and commence upon approval of an agreed upon contract by the Fayette County Commissioners. The County reserves the right to negotiate and change terms and conditions as necessary in the best interest of the County.

14.0 Required Format and Contents of Proposal

All proposals submitted must contain, at a minimum, the following information in the format and order set forth below:

Please Note: The County reserves the sole right to reject any proposal received that is not in the format required. All respondents must respond to the following items in the order

listed below. Responses should be well thought out, thorough and concise. Clarity and brevity will be viewed favorably.

14.1 Cover Letter

A cover letter transmitting the proposal to the County on company letterhead, signed by an official authored to contract for the firm. The letter must contain the following: Name, title, address, telephone number, and email address of the company's contact person for the proposal; a statement that the proposer understands and agrees with the scope of services and accepts all other requirements, terms, and conditions of the RFP; and identify all materials and enclosures being forwarded in response to the RFP.

14.2 Table of Contents

Provide a listing of all major topics, their associated section number, and starting page number.

14.3 Firm Description

Provide an overview of your firm. Include the location of your firm's headquarters and the location of the office that will serve the County.

14.4 Key Personnel

List the key personnel in your firm who will assume day-to-day responsibilities for managing this contract. Indicate the specific responsibilities of individuals to be assigned to this project and include brief resumes for those individuals. All individuals assigned to the County must have at least demonstrated experience in disciplines as outlined above. No changes to assigned personnel during the term of the appointment will be permitted without the prior consent and written approval of the County.

14.5 General Disclosure

Over the past five years, have any principal members of your firm who will be assigned to the County account been involved with managing other Construction Management programs? Please describe the relationship.

Have any principal members of your firm, over the past five years been engaged in any business activities, which could be construed as a conflict of interest as respect to their involvement with this contract?

Have any principal members of your firm, over the past three years, been named in any legal action(s), investigations or other actions which could materially affect your firm's ability to perform the duties listed in the Scope of Services?

14.6 Description of Services

Provide a detailed description of the specific services to be provided, including whether County employees are needed to participate and if so the extent at which their participation is needed, and the timing and length of this process.

14.7 Relevant Experience

All respondents are expected to be qualified with specific and/or relevant experience in Correctional Facility Construction Management services. As such, all proposals must include the qualifications and relevant experience of the respondent's personnel including, but not limited to, industry experience. Offeror must have a minimum of five years' experience providing said services.

14.8 Subcontractors

The respondent is to provide the names and addresses of all subcontractors that will be involved in this contract.

14.9 References

List at least three current references for which services were provided that are similar to this Request for Proposal. For each reference, provide the client's name, address and contact person and telephone number.

14.10 Current Contracts

Provide a list of contracts you have engaged within the last three years.

14.11 Financial Statement

Describe your firm's current financial condition and submit your most recent audited financial statement. This is a requirement of the RFP. All financial statements are considered Confidential Information under the PA Right to Know Law and are not public information that can be turned over to anyone making Open Records Request to the County. This document can be submitted as a separate uploaded document.

RFP Responses submitted without your firm's most recent audited financial statement may not be considered for award.

14.12 Cost

In a **separate document**, provide your cost proposal detailing your fee structure.

14.13 Additional Items/Services Offered:

Please provide with your proposal, any additional item(s) or services that your organization can provide at no additional cost to the County.

15.0 General Terms and Conditions

15.1 Independent Capacity of Contractor

The Contractor, its employees and agents, are not deemed to be employees of the County in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the County.

15.2 Prohibition Against Assignment

The Contractor shall not assign any part of this Agreement without prior written approval of the County.

15.3 Contract Modification, Amendment and Termination:

15.3.1 This document and all attachments, which have been incorporated by reference, contain all terms, provisions and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire.

15.3.2 Any alteration, variation, modifications, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this Agreement.

15.3.3. The County reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this Agreement.

15.3.4 In addition, the County may terminate this Agreement at any time, upon 10 days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

15.4 Confidential Information

15.4.1 All Information contained in the files of County of Fayette and all departments thereof is considered "Confidential Information". "Confidential Information" means any and all information, data, documents, files and records disclosed to the Contractor by the County either directly or indirectly in writing or orally. Confidential Information does not include any of the foregoing items which (i) is known to Proposer at the time of disclosure to Proposer by the County as evidenced by written records of the Proposer, (ii) has become publicly known and made generally available through no wrongful act of Proposer or (iii) has been rightfully received by Proposer from a third party who is authorized to make such disclosure.

15.4.2 Proposer agrees not to use any Confidential Information disclosed to it by the County for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between Proposer and the County to third parties or to employees of Proposer except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. Proposer will have or has had employees who have access to Confidential Information of the County sign a nondisclosure agreement in content substantially similar to this Agreement and will promptly notify the County in writing of the names of each such employee upon the request of the County at any time. Proposer agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the County in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Proposer utilizes to protect its own Confidential Information of a similar nature. Proposer agrees to notify the County promptly in writing of any misuse or misappropriation of Confidential Information of the County which may come to Proposer's attention. Proposer also agrees that, without the County's prior written approval, Proposer shall not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Proposer has this arrangement with the County.

15.5 Hold Harmless

It is understood that the contractor is an independent contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with the service, which can be attributed either directly or indirectly to the Contractor. The Contractor agrees to indemnify, defend, and save harmless the County, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel

resulting directly or indirectly from the actions of the Contractor in fulfilling the terms of this Agreement.

15.6 **Surety**

Surety is not required.

15.7 **Insurance and Taxes**

15.7.1 The contractor shall perform its services under this Agreement, as an independent Contractor and shall insure, as they may appear, the interests of all parties to this Agreement against any and all claims which may arise out of Contractor's operations under the terms of this Agreement.

15.7.2 Contractor will provide original certificate(s) of insurance made out to the County of Fayette showing all insurance coverage carried by Contractor upon submission of a signed Agreement to the County. The Agreement will not be approved by County if a certificate is not present. If, during the term of the Agreement, coverage should expire, the County may withhold payments until the Contractor submits a new certificate reflecting the new policy coverage dates.

15.7.3 At a minimum, the Contractor must carry at least the following:

- 15.7.3.1 Commercial General Liability – (policy to include premises and operations, products/completed operations and blanket contractual liability– the contractual section of the coverage must cover this agreement) General Aggregate Limit \$2,000,000; Products and Completed Operations Aggregate Limit \$2,000,000; Each Occurrence Limit \$1,000,000.
- 15.7.3.2 Automobile Liability – to include owned, non-owned and hired vehicles: Combined Single Limit \$500,000; or Bodily Injury \$250,000. each person, Bodily Injury \$500,000. each accident, and Property Damage \$100,000.
- 15.7.3.3 Professional Liability– Each Jobsite limit: \$1,000,000; General Aggregate Limit: \$2,000,000. Must remain in place for one year from date of final acceptance.
- 15.7.3.4 Workers Compensation as required by Pennsylvania statute.
- 15.7.3.5 Employer's Liability: Bodily Injury by Accident \$100,000 each accident; Bodily Injury by Disease \$100,000 each employee; Bodily Injury by Disease \$500,000 policy limit.

15.7.3.6 When it applies, Additional Insured must read: The County of Fayette, its Board of Commissioners, employees, directors, officers, departments and divisions shall be included as additional insured with respect to the work performed for this contract: Construction Management Services for the new Fayette County Prison.

15.7.3.7 Cancellation Clause must read: Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

15.7.3.8 Certificate Holder– County of Fayette Board of Commissioners.

15.7.4 The Contractor hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 3030(b)[77 P.S. @ 481(b)] of said act.

15.7.5 Contractor shall accept full responsibility for the payment of premiums of all insurance, as well as for Social Security taxes, income tax deductions, and any other taxes or payroll deductions required by law for Contractor or Contractor's employees who are performing services pursuant to this Agreement.

15.8 Familiarity with Proposed Work

Contractor certifies that it has carefully considered the work proposed and the RFP to determine for himself the difficulties and requirements incidental to the prosecution of the work, and that the submission of a proposal is considered conclusive evidence of such examination.

15.9 Sole–Contractor

The Contractor agrees that it and only it shall be the County's sole contractor under this Agreement.

15.10 Non–Discrimination

15.10.1 The Contractor agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders, which protect the civil rights of employees, job applicants, and recipients of services.

15.10.2 The Contractor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Contractor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but Contractor shall remain primarily responsible for compliance hereunder.

15.11 Certification Regarding Impartiality and Conflict of Interest

15.11.1 The Contractor certifies that he is a totally independent contractor and that to the best of his knowledge, no County official or employee has a vested interest, financial or otherwise, in this Agreement.

15.11.2 The Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Contractor (allowing Contractor a reasonable opportunity to respond) where same is not correct by Contractor within a reasonable time period after notice.

15.11.3 The Contractor shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex or handicap.

15.12 Immigration Reform and Control Act of 1986

Contractor recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.

15.13 Statutes Applicable to this Agreement

Contractor is responsible for familiarity and compliance with all statutes that apply to their performance under their agreement.

15.14 No Arbitration Clause

The Contractor/Engineer agrees that no bid documents prepared for the County will include Arbitration Clauses.