



COORDINATING COMMITTEE

100 West Washington Street, Room 320 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

PUR-1313

REQUEST FOR PROPOSALS APPROPRIATE REUSE AND TREATMENT OF THE BRUMBAUGH-KENDLE-GROVE FARMSTEAD OPTIONS 2 AND 3

The Board of County Commissioners of Washington County, Maryland is seeking proposals from qualified firms with relevant and demonstrable experience for the appropriate reuse and treatment of a portion of the Brumbaugh-Kendle-Grove Farmstead located at 14301 Pennsylvania Avenue (Route 11), Hagerstown in Maryland.

The Washington County Coordinating Committee will be evaluating submissions to this request and will consider those firms deemed most qualified. The Committee reserves the right to interview some or all of the prospective firms.

The format for submittals, information regarding the scope of work and the criteria to be used by the Committee are available from the Washington County website: www.washco-md.net by accessing the “Services / Bid Invitations / Purchasing” or from the Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland, 21740-4748, telephone 240-313-2330.

A Pre-Proposal Conference will take place on **Monday, May 9, 2016, at 10:00 A.M. (EDST)** at the Hagerstown Regional Airport Passenger Terminal Conference Room, located at 18434 Showalter Road, Hagerstown, Maryland, following which a tour of the Farmstead will be possible. Other site visit/tour times may be scheduled at the convenience of the Hagerstown Regional Airport by calling 240-313-2777. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged.

Interested firms shall submit one (1) original and six (6) copies of their Proposals, enclosed in a sealed opaque envelope marked “**PROPOSAL – APPROPRIATE REUSE AND TREATMENT OF THE BRUMBAUGH-KENDLE-GROVE FARMSTEAD - OPTION 2 and/or OPTION 3**” to the Office of Karen R. Luther, CPPO – Director of Purchasing, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland 21740-4748, no later than **4:00 P.M. (EDST), Wednesday, June 15, 2016**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification.

Request for Proposals

Grove Farmstead Reuse and Treatment

Washington County, Maryland

PUR-1313

Page i

NOTE: All Proposers must enter the County Administration Building through the front door, 100 West Washington Street entrance, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are now controlled by a door access system.

Inquiries regarding this request should be directed to **Rick Curry, CPPO – County Buyer** at **240-313-2330**. The Board of County Commissioners of Washington County reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference.

The Board of County Commissioners of Washington County also reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract.

By Authority of:



Karen R. Luther, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



100 West Washington Street, Room 320 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

PUR-1313
REQUEST FOR PROPOSALS
APPROPRIATE REUSE AND TREATMENT OF THE
BRUMBAUGH-KENDLE-GROVE FARMSTEAD
OPTIONS 2 AND 3

April 14, 2016

I. INTRODUCTION:

- A. The Board of County Commissioners of Washington County, Maryland is seeking proposals from qualified firms with relevant and demonstrable experience for the appropriate reuse and treatment of a portion of the Brumbaugh-Kendle-Grove Farmstead located at 14301 Pennsylvania Avenue (Route 11), Hagerstown in Maryland. Proposals shall specify the following treatment:
1. Option 1: Adaptive reuse of the farmhouse, barn and outbuildings in their present location for an aviation related business. – **Offered previously, removed due to lack of response.**
 2. Option 2: Relocate the farmhouse, barn, and some or all of the outbuildings elsewhere on Airport property and adaptively reuse them for a specified purpose. This alternative requires the County and FAA to determine whether the identified location and type of Airport land is not needed for Airport purposes. A third party would develop a plan for the relocation and rehabilitation that would comply with local and airport security requirements.
 3. Option 3: Relocate the farmhouse, barn, and some or all of the outbuildings elsewhere on Airport property and adaptively reuse them for a specified purpose. This alternative would require the third party to move the structure(s) off Airport property.
 4. The County shall not be providing any financial assistance in the implementation of the successful Offeror's proposal.
 5. If no offers are accepted for Options 2 and 3, or the work cannot be completed by February 15, 2017, Washington County reserves the right to move forward with the demolition of the above property.

II. PRE-PROPOSAL CONFERENCE/ON-SITE TOUR

A Pre-Proposal Conference will take place on **Monday, May 9, 2016, at 10:00 A.M. (EDST)** at the Hagerstown Regional Airport Passenger Terminal Conference Room, located at 18434 Showalter Road, Hagerstown, Maryland, after which a tour of the Farmstead will follow. Other site visit/tour times may be scheduled at the convenience of the Hagerstown Regional Airport by calling 240-313-2777.

III. PROPOSAL SPECIFIC INFORMATION/CONSIDERATIONS

For parties submitting a proposal for Option 2 of this RFP, the following information is offered in addition for consideration.

1. The property of the Grove Farm is furnished with limited utilities, but it will be the winning party's responsibilities to coordinate the resumption of utility service to the relocated building(s). Current utilities are available off Pennsylvania Avenue.
2. The suitable area on Airport property where the relocation efforts could take place is made up of approximate 40 acres the farm currently sits on. The relocation effort would require site preparation, a careful recordation and survey of the site for historical artifacts, and documentation of how the relocated structure would be used towards an aviation related use.

For parties submitting a proposal for Option 3 of this RFP, the following information is offered in addition for consideration.

1. The recorded demolition would be the responsibility of the following winning proposal submitter or their representative.
2. Interested parties should show how they intend to preserve the historic characteristics of the structure.

Parties may submit proposals for either or both options as long as they are clearly labeled as to which proposal their supporting documentation is going towards.

Proposals will be considered first for Option 2, and if no suitable proposals are made, then the Option 3 proposal will be considered.

IV. INFORMATION ABOUT THE FARMSTEAD

- A. The Brumbaugh-Kendle-Grove Farm is situated on property owned by the Hagerstown Regional Airport (HGR) in northern Washington County, Maryland. It is located northwest of the town of Maugansville and just South of the Pennsylvania State Line. The remaining farmstead, encompasses approximately sixty (60) acres of limestone-strewn pasture and farmland on Airport property, contains nine intact standing resources, including the c.1895, brick, vernacular/Italianate-style farmhouse and washhouse; a late

eighteenth- and nineteenth-century family cemetery; a stone smokehouse and brick patterned-end barn that date from the last third of the nineteenth century; and a chicken house, chicken house/corn crib/wagon house, hog pen/corn crib, and silo dating from the early twentieth century. Jacob and Mary Brumbaugh first settled this farmstead, on which they are buried, in the mid-eighteenth century. The farmstead's earliest buildings are probably its brick barn and stone smokehouse, which were likely erected by Upton S. Brumbaugh in the 1860s or 1870s. Samuel M. and Mollie Kendle built the farmhouse in 1895. From 1924 to 1997, the house was occupied, and the farm worked, by I. Luther Grove and his son, Luther Grove, Jr.

- B. The Grove Farm, which retains all of its National Register elements of integrity, is eligible for listing in the National Register under Criterion A, for its connection with the early settlement of Washington County and the history of agriculture in the county in the late nineteenth and twentieth Centuries. It is believed to be eligible under National Register Criterion C for its intact vernacular/Italianate-style residence and associated outbuildings, particularly its decoratively ventilated, brick-end, bank barn. The Brumbaughs were early settlers and the Kendles successful farmers, giving them some local importance, but they did not attain the level of significance required for National Register eligibility under Criterion B. This property was not evaluated under Criterion D.

V. THE FARMSTEAD'S HISTORICAL SIGNIFICANCE

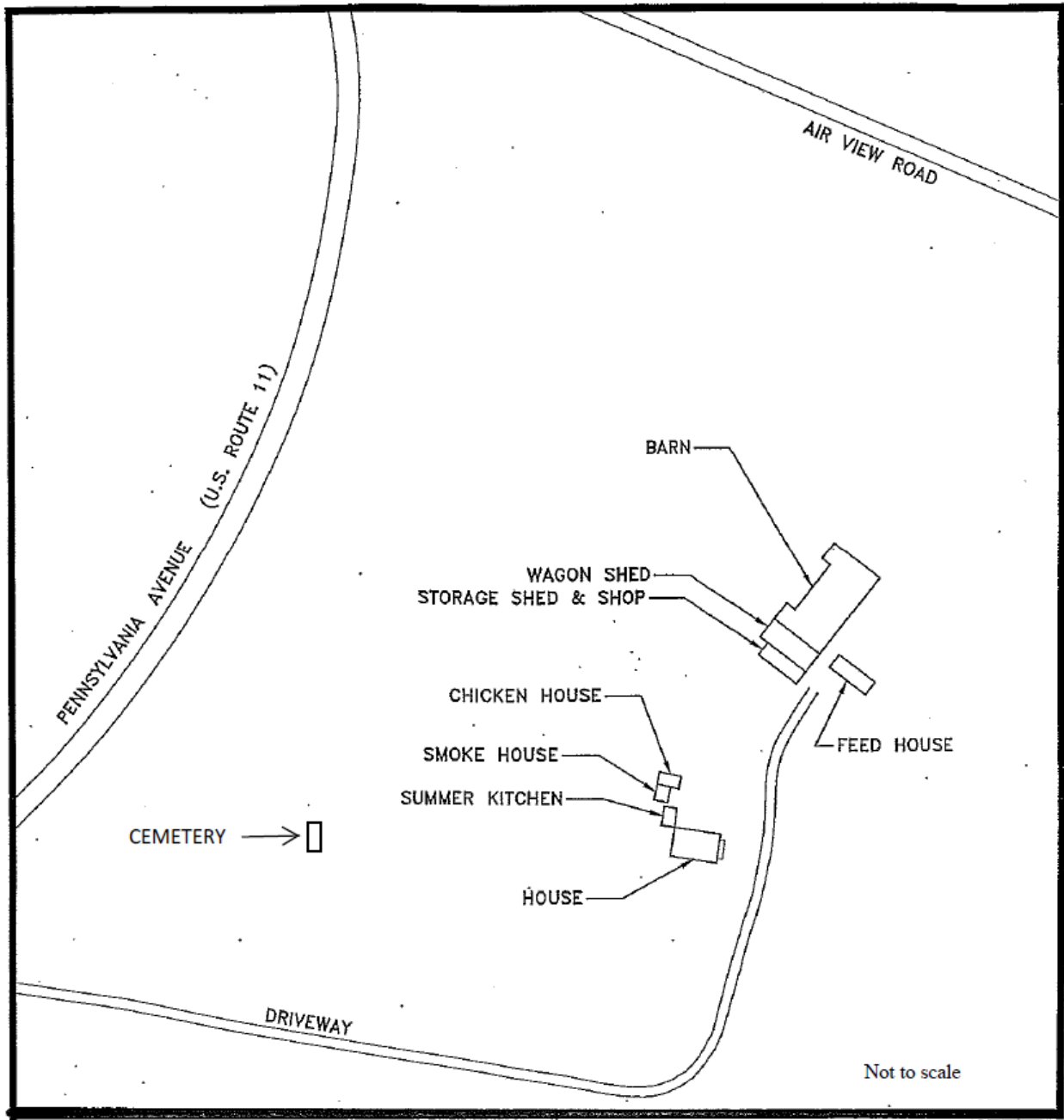
- A. The clustered structures of this farmstead rest below a rise that carries Route 11 above and past them on the west, about a mile from the Pennsylvania border. The large brick house and the stone smoke house are unused. Cattle stand under the fore bay of the massive, pierced-end brick barn.
- B. Johann Jacob Brumbaugh was twenty-two when he came from Germany to Philadelphia in 1750. He soon moved to the Conococheague District of Frederick County, MD. (This would become Washington County in 1776.) There he acquired large tracts of land both in Pennsylvania and in Maryland.
- C. Brumbaugh married Mary Elizabeth Angle, a local girl, in 1760. He built his original two-room two-story log house well to the north of this farmstead, on land subdivided from the farm some years ago. At some point, Brumbaugh built a house on the present site. Four years after Brumbaugh died in 1799; Mary filed documents releasing her dower interest in this farm to her children in return for an annual payment of 35 pounds. She died in 1806 and her son Henry acquired his siblings' interest in the property.
- D. Both Johann Jacob and Mary are buried in a small cemetery west of the house. Henry's son Andrew purchased the 274-acre farmstead from his father in 1847, with rights reserved to Henry and the family to pass to and from the "burying ground" for the "purposes of interment," and the right to occupy "...the room he now occupies in the main building on said premises, and the room above and one half of the large room upstairs, with privilege of passing in and out of the passage, for himself and his wife, during their natural lives." This house survives only as part of the foundation seen in the cellar.

- E. Andrew died in 1859 and was buried in the family cemetery. By 1880 his daughter Sallie and her husband Norman E. Shindel held a mortgage on 162.7 acres of the property, which included the house and cemetery. Sallie died two days after giving birth to her only child in 1883. Seven weeks later the farm was auctioned off. At that time the farm was listed as having “a two-story log and roughcast dwelling house, a large brick swisser barn, a good well of water, 1 two-story tenement house with stabling, a good wagon shed, carriage house, hog pen and all other necessary out buildings with an excellent orchard of apple and peach trees.”
- F. The barn and the stone smokehouse still stand. Norman Shindel’s mother Carmilla (or Camilla) Schindel purchased the farm, and left it to her two sons at her death in 1894. Norman’s brother, S. Milford, deeded his share back to his brother. A year later Norman and his new wife Emma sold the farm to Samuel M. Kendle. It was Kendle who built the expansive brick house over the foundation of the old log and roughcast house, which he removed.
- G. The main block of the two-story house is five bays wide with a central entrance. The walls are laid in seven over one common bond. Windows have two one-light sashes set in arched openings with floral motifs incised in the lintels beneath these arches. A two-story ell is centered on the back of the main block of the house and has double porches under the main roof span on both the north and south sides of this ell. Inside, the walls are plastered and the woodwork molded with bull’s-eye corner blocks.
- H. Kendle remained until 1924 when he sold 160 acres to I. Luther Grove. Grove remained there until 1959 when he sold it to his son and daughter-in-law, Luther Jr., and Leona Grove.
- I. When the Groves decided to sell in 1997, part of the farmstead was purchased by the Board of County Commissioners, and the other part went to the Jacob Engle Foundation. The foundation sold its part of the farm to the County two years later. Since then the house has stood vacant, part of a planned airport expansion.

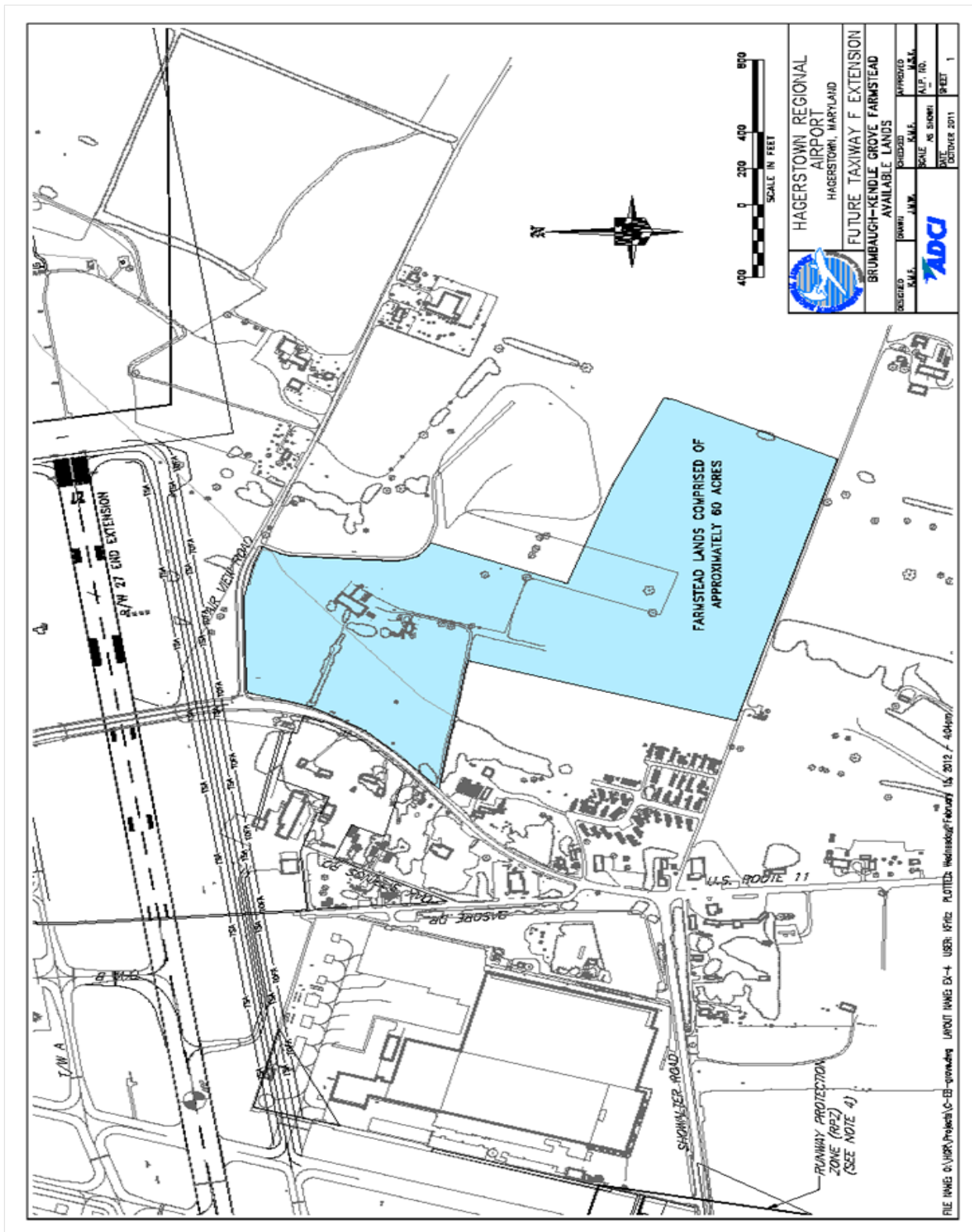
VI. FARMSTEAD FACTS

- A. Location: Just south of Hagerstown Regional Airport’s main runway on the east side of U.S. Route 11
- B. Address: 14301 Pennsylvania Avenue Hagerstown, Maryland
- C. Ownership: Board of County Commissioners of Washington County, Maryland
- D. Management: Hagerstown Regional Airport
- E. Road access: U.S. Route 11 and Air View Road
- F. Zoning: 1.AP
- G. Water: City Of Hagerstown
- H. Sewer: Washington County
- I. Natural Gas: Columbia Gas
- J. Electricity: Potomac Edison, a First Energy Company
- K. Cable: Antietam Cable

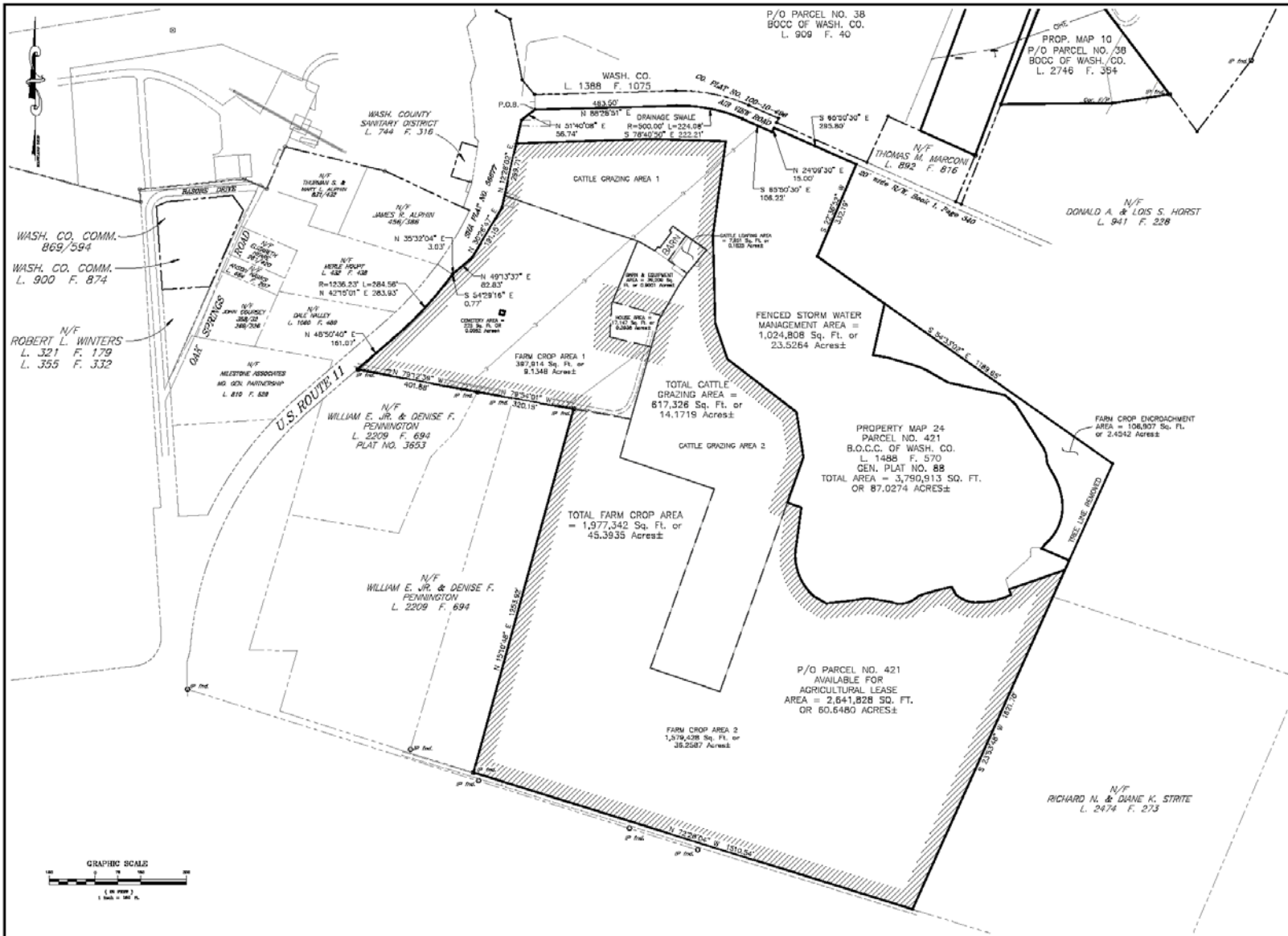
HISTORIC FEATURES



FARMSTEAD TOTAL LANDS AVAILABLE



ACREAGE BREAKDOWN



REVISION CLASSIFICATION	
NO.	DATE
DIVISION OF PUBLIC WORKS WASHINGTON COUNTY AND ENGINEERING DEPARTMENT Washington County Administration Building 101 N. Main St., Hagerstown, MD 21740 Phone: 301-251-2888 Fax: 301-251-2421 	
HAGERSTOWN REGIONAL AIRPORT AGRICULTURAL USE LEASE EXHIBIT "A" ENGLE PROPERTY	
SCALE	
1" = 150'	
SHEET NO.	
1 OF 1	
18074	

THE FARM HOUSE



SUMMER KITCHEN



STONE SMOKE HOUSE



PIERCED END BRICK BARN



PIERCED END BRICK BARN



VII. FARMSTEAD’S ESTIMATED COST AND PROCEDURES FOR DETERMINING FAIR MARKET VALUE

- A. The existing buildings have been appraised by a local commercial appraiser as has the Farmstead’s remaining surrounding acreage for the purpose of determining fair market rent values.
- B. It will be the option of the proposing party to suggest how many acres of surrounding land they will require for their re-use project (a total of approximately 60 acres is available). This more flexible approach should help to prevent limitation and overages that might be created by a predetermined leased lot.
- C. The Board of County Commissioners of Washington County, Maryland will be seeking long term agreements (15 to 20 years) from proposing parties. Such agreements may be subject to Fair Market appraisals from time to time as determined by the Board of County Commissioners of Washington County, Maryland. At the end of the long-term agreement, the tenant must agree to pay the County rent for the Leased Premises at the then-prevailing fair market value for the improved property including structures and all leased land.
- D. Annual long-term lease rates for the property will be as follows:
 - 1. For Option II only, once an agreed upon lot size is determined, the successful proposer will agree to pay the County a lease rate of \$.25 sq. ft. for the entire lot size for a negotiated amount of years.

VIII. ELIGIBILITY FOR FEDERAL, STATE, AND LOCAL TAX BENEFITS FOR REHABILITATION OF HISTORIC PROPERTIES

- A. In its present location, with its present status and as a leased property, various benefits and/or programs may be available to assist with the intended adaptive reuse of the Brumbaugh-Kendle-Grove Farmstead.
 - 1. Specifically, those portions of the Farmstead that are used as commercial buildings may be eligible for the Maryland 20% credit for “certified historic structures”.
 - 2. To learn more visit the Maryland Historical Trust at <http://mht.maryland.gov/taxcredits.html>.

IX. COMPLIANCE WITH PART 68

The successful Offeror shall be required to rehabilitate the Farmstead’s buildings and grounds in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (36 CFR Part 68) (Exhibit No. 2). For additional information, go to The National Park Service “Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings” at <http://www.nps.gov/history/hps/tps/standguide/>

X. LOCAL REQUIREMENTS AND SECURITY ISSUES

A successful proposal for the adaptive reuse of the Brumbaugh-Kendle-Grove Farmstead will be subject to the restrictions and conditions specified by the Airport's Primary Guiding Documents, adopted and effective October 31, 2006, as may be amended, revised or updated from time to time and attached as Exhibit No. 3. Such a proposal shall also comply with all applicable ordinances, rules and regulations, Minimum Standards and laws established by any Federal (including but not limited to the Federal Aviation Administration), State (including but not limited to the Maryland Aviation Administration), or local government agency and by any reasonable rules and regulations promulgated by Airport management.

XI. PROPOSAL CONTENTS:

- A. The firm or Offeror team shall have demonstrated skills in the rehabilitation of historical structures.
- B. With qualifications focused on the above, the Offeror shall provide its verifiable references for all similar projects with contact name, address, and telephone number,
- C. Provide the number of jobs projected to be generated as a result of this adaptive re-use proposal as well as other projected economic impacts for Washington County, Maryland.
- D. In addition, the following information must be supplied as part of a complete proposal:
 1. A narrative overview of the approach that the Offeror will take to accomplish this project. This will describe clearly the Offeror's approach to this particular project.
 2. A list of all past completed projects or similar projects being performed at the present time, together with a brief description of the projects, the names of the employees working on the project, the estimated completion dates of the project, and the status of the project (estimated percentage of the project that has been completed to date).
 3. A designated point of contact available to appear on-site with ten (10) calendar days' notice.
 4. A schedule serving to graphically depict milestone and benchmark dates. Schedule shall also identify the duration of each task. Please note that the HGR will require a completed set of permit drawings to be completed approximately ninety (90) calendar days from the date a written Notice to Proceed is issued with the exact timing to be specified in the contract.
 5. A list of any sub-contractors that are proposed to be involved with this project along with their responsibilities, qualifications, and percent of time you anticipate them to be devoted to the project.
 6. Anticipated project costs including any anticipated tax incentives, etc.

7. The proposal must be accompanied by a fully executed Non-Collusion / Anti-Bribery Affidavit (Exhibit No. 4) executed by the contractor, or in case the contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
 8. Fully executed Government-Wide Debarment and Suspension Affidavit (Exhibit No. 5) using the form provided herein.
- E. The Proposal shall be clearly labeled “**PROPOSAL – APPROPRIATE REUSE AND TREATMENT OF THE BRUMBAUGH-KENDLE-GROVE FARMSTEAD**” and shall become the property of the HGR and Washington County. Proposals will not be returned.
- F. Prospective applicants shall submit one (1) original and six (6) bound copies of their Proposals in an opaque envelope/box marked “**PROPOSAL – APPROPRIATE REUSE AND TREATMENT OF THE BRUMBAUGH-KENDLE-GROVE FARMSTEAD**” plus one (1) unbound copy suitable for reproduction to:
- Karen R. Luther, CPPO – Director of Purchasing
Washington County Purchasing Department
Washington County Administration Building
100 West Washington Street, Room 320
Hagerstown, Maryland 21740-4748
- G. Sealed proposals must be received **no later than 4:00 P.M. (EDST), Wednesday, June 15, 2016**. Extensions of any time are strictly prohibited and will not be entertained. Proposals received after that date and time will not be accepted. Include company name and address on the outside of the envelope, package, and/or container.
- H. Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission or facsimile transmission. Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals by submitting an original letter of withdrawal on company letterhead and signed by an Officer of the company. Any proposal received after the date and hour specified will be rejected and returned unopened to the Offeror.
- I. The HGR and Washington County reserves the right to postpone the date and time for opening proposals through an addendum.
- J. Proposals will not be accepted from any firm, person, party, parent, or subsidiary against which Washington County has an outstanding claim or a financial dispute relating to contract performance.
- K. Proposals must be signed and dated by an officer of the company authorized to bind the submitter to its provisions. The proposal submitted by the Offeror shall become an integral part of any contract between the HGR and/or Washington County and the Offeror, and the

representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

- L. Failure to manually sign a proposal will disqualify it.
- M. The HGR and/or Washington County reserves the right to reject any or all proposals, reject any particular item on a proposal, and to waive immaterial formalities. The contract will be awarded to the responsible Offeror whose proposal is most advantageous to the HGR and/or Washington County.
- N. Award will be based upon an analysis of the criteria outlined in the request herein.
- O. In connection with the performance of work under the contract, the Offeror agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal, state, and local laws, regulations, and executive orders to the extent that the same may be applicable.
- P. The parties hereby agree that the agreement will be made and entered into in Washington County Maryland and under the laws of the State of Maryland.
- Q. The HGR does not assume responsibility for incomplete proposals or proposals that do not meet the intent of the specifications herein.
- R. Issuance of this RFP does not commit the HGR and/or Washington County, in any way, to pay the costs incurred in the preparation and submission of a proposal. The issuance of this RFP does not obligate the HGR and/or Washington County to enter into a contract for any services or equipment. All costs related to the preparation and submission of a proposal shall be paid by the Offeror.
- S. Trade secrets and confidential information in competitive sealed proposals are not open for public inspection. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.
- T. Qualified proposal applicants must be an entity legally funded to conduct business in the State of Maryland; must demonstrate their financial ability to complete this project; must be in “good standing” with the Maryland Department of Assessments and Taxation; have adequate administrative, design, technical, management, and personnel capabilities to implement the goals and objectives of the work requested and insure compliance with any contract resulting from a proposal selected by the HGR and Washington County; be able to insure equal employment opportunity to all persons in all aspects of employment regardless of race, age, color, religion, sex, ancestry, national origin, place of birth, handicap, political affiliation, or belief; be able to obtain and submit, prior to award of a contract, insurance coverage as required; be appropriately licensed and supervised, in the case of non-licensed personnel, in the field(s) of planning, development, rural design,

economics, marketing, engineering, and any other applicable areas of expertise needed to realize the requirement of an RFP; and provide written verification of licensure(s).

- U. Where an Offeror recommends modifications or changes to these specifications, these alterations should be clearly noted along with your rationale for the alterations.

XII. PROPOSAL SELECTION PROCESS:

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at: <http://www.washco-md.net/purchasing/pdf/ProcurementPolicy.pdf>. No proposal preparation expense will be paid by the County in response to this solicitation.
- B. The Coordinating Committee shall be comprised of the County Administrator (Chairman), Airport Director, an Airport Advisory Committee representative, Director of Public Works, County Director of Purchasing, and a Washington County Historic District Commission representative. The Coordinating Committee shall review proposals and hear presentations for the selection of a Contractor.
- C. The committee will serve as the technical review team for each proposal submitted and will select the firm or project team considered most qualified offering the best “fit” for adaptive reuse as an aviation related business as outlined herein.
- D. Selection will be based on the quality of the response to this request for proposal, understanding of the issues confronting the base and the community, contractor team makeup and specialties represented thereon, creative approach, overall problem solving abilities, experience with historical redevelopment.
- E. After the Coordinating Committee makes its selection, a meeting will be scheduled with the selectee. This meeting shall include a comprehensive review of their proposal.
- F. Joint ventures and the use of subcontractors are acceptable provided the roles and responsibilities of each entity are clearly defined.

XIII. INDEMNIFICATION:

The Offeror will defend, indemnify, save harmless and exempt the HGR, its staff and committees and Washington County and all of their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Offeror, its officers, agents, servants, or employees provided, however, that the Offeror shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants, and employees, or third parties.

XIV. LIQUIDATED DAMAGES:

- A. Liquidated damages of One Hundred Dollars (\$100.00) per calendar day will be assessed against the Offeror for failure to meet the schedule contained in the successful proposal, including any resubmittal if necessary.
- B. It is imperative that should circumstances beyond the Offeror's control adversely affect their ability to meet the established schedule that the HGR be contacted immediately to discuss same. The schedule contained within any proposal shall only be revised per the written approval of the HGR.

XV. INSURANCE REQUIRED:

- A. Prior to execution of a contract, the successful Offeror must show evidence of appropriate insurance as outlined in Washington County's Policy of *Insurance Requirements for Independent Contractors* (Exhibit No. 6).
- B. Professional Liability – If the Offeror seeks to employ or contract with any professional architectural and/or engineering firm in order to accomplish the project described in this RFP, then the Offeror must ensure and show evidence that such professional contractor/employee has the appropriate licenses and carries professional liability coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate, prior to the execution of the Agreement.

XVI. CONTRACTOR AGREEMENT

The successful Offeror will be required to enter into a contract agreement as provided by the County.

XVII. PROPOSAL SUBMITTALS

- A. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- B. The approval or disapproval of Offerors will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Offeror as to this Committee's prior knowledge of your abilities.
- C. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide to the County the services set forth above.
- D. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.

- E. It is expected that the contract award will be made within ninety (90) calendar days after the receipt of proposals. The contract will be awarded to the Offeror whose proposal, conforming to this request, will be the most advantageous to the County.
- F. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- G. Proposals cannot be altered or amended after they are opened.
- H. Offerors are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.

XVIII. RESERVATIONS:

The County reserves the right to request clarification of information submitted or to request additional information about any proposer as it may reasonably require and may require interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. The County reserves the right to not hold discussion after award of the contract.

XIX. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

Should any Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he should at once request in writing an interpretation from: Karen R. Luther, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Room 320, Hagerstown, Maryland 21740-4748, FAX: 240-313-2331. All necessary interpretations will be issued to all Proposers in the form of addenda to this solicitation, and such addenda shall become part of the contract documents. Requests received after **4:00 P.M. (EDST), Wednesday, May 25, 2016**, may not be considered. Every interpretation made by the County will be made in the form of an addendum. If issued, addenda will be sent by the Director of Purchasing to all interested parties.

XX. TERMS AND CONDITIONS:

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Offeror if the successful Offeror does not execute a contract within fifteen (15) calendar days after notice of award of the contract.

- B. Any agreement or contract resulting from the acceptance of proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- C. The Offeror shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the contracting officer.
- D. No reports, information or data given to or prepared by the Offeror under the contract shall be made available to any individual or organization by the Offeror without the prior written approval of the contracting officer.
- E. By submitting a proposal, the Offeror agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- F. The Offeror must comply with all provisions contained in 36 CFR Part 68 (Exhibit No. 2).

If your firm is interested in performing the above services, please forward your proposal as instructed herein.

Sincerely,



Karen R. Luther, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

KRL/rmm

cc: Coordinating Committee Members

Exhibits

1. June 11, 2011 MOA
2. 36 CFR Part 68 Secretary of the Interior's "Standards for the Treatment of Historic Properties"
3. The Primary Guiding Documents' "Developmental Guidelines"
4. Non-Collusion / Anti-Bribery Affidavit
5. Government-Wide Debarment and Suspension Affidavit
6. County's Policy of *Insurance Requirements for Independent Contractors*.



U. S. Department
of Transportation

Federal Aviation
Administration

WASHINGTON AIRPORTS DISTRICT OFFICE
23723 Air Freight Lane, Suite 210
Dulles, Virginia 20166
Telephone: 703/661-1354
Fax: 703/661-1370

June 15, 2011

Mr. Terry L. Baker, President
Washington County Commissioners
c/o Phil Ridenour, Airport Manager
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, Maryland 21742-1381

Re: Executed Memorandum of Agreement – Hagerstown Regional Airport, Washington
County, Maryland

Dear Mr. Baker:

Enclosed is one signed copy of the Memorandum of Agreement (MOA) for the proposed treatment of the Brumbaugh-Kendle-Grove Farmstead at Hagerstown Regional Airport. This document was signed by the Federal Aviation Administration, the President of the Board of County Commissioners of Washington County and the Maryland Historical Trust. In addition, the Maryland Aviation Administration signed the MOA as a concurring party. A copy of the executed document has been submitted to the other signatories, and the identified concurring parties.

We appreciated your support and look forward to continuing to work with you on this project. If you have any questions, please contact me at 703-661-1357.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry J. Page".

Terry J. Page, Manager
Washington Airports District Office

Enclosure: Executed Brumbaugh-Kendle-Grove Farmstead MOA

**MEMORANDUM OF AGREEMENT
AMONG THE
FEDERAL AVIATION ADMINISTRATION,
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER,
AND THE WASHINGTON COUNTY COMMISSIONERS
REGARDING
THE TREATMENT OF THE BRUMBAUGH-KENDLE-GROVE FARMSTEAD
AT HAGERSTOWN REGIONAL AIRPORT
WASHINGTON COUNTY, MARYLAND**

WHEREAS, the Federal Aviation Administration (FAA) assisted the Washington County Commissioners (County) with purchasing 84.6 acres of the Brumbaugh-Kendle-Grove Farmstead (Farmstead) in April 1999 as part of preparation for the extension of Runway 27 at the Hagerstown Regional Airport (Airport), located in Washington County, Maryland; and

WHEREAS, the Farmstead includes a brick farmhouse, family cemetery, barn, approximately seven other outbuildings, and associated archeological resources located east of US Route 11 and situated outside the Airport's security fence; and

WHEREAS, the Farmstead was not inhabited at the time the County purchased the property, the farmhouse has remained uninhabited, and the County has leased the Farmstead property for continuing agricultural purposes since it acquired the parcel; and

WHEREAS, the FAA and the County considered alternatives for the disposition of the Farmstead and have not established any identified Airport use for the Farmstead; and

WHEREAS, the FAA proposes to resolve the disposition and treatment of the Farmstead (Undertaking) by following the deliberative process set forth in this Memorandum of Agreement (MOA); and

WHEREAS, the FAA established the Undertaking's area of potential effects (APE), as defined in 36 CFR Part 800.16(d), to include all the Farmstead complex as shown in **Attachment A**; and

WHEREAS, in 2001 the FAA completed a survey, entitled *Terrestrial Archeological Survey and Historic Architectural Resource Survey for Runway 9-27 Extension and Relocation of US Route 11* (Survey), which identified the Brumbaugh-Kendle-Grove Farmstead (Maryland Inventory of Historic Properties WA-I-480) and determined that the Farmstead is eligible for listing on the National Register of Historic Places (National Register) under Criteria A and C; and

WHEREAS, the Survey also identified an archeological component of the Farmstead (recorded as MIHP archeological site No. 18WA496); and

WHEREAS, the FAA determined that the Undertaking may have an adverse affect on the Farmstead, including its archeological component; and

WHEREAS, the FAA consulted with the Maryland State Historic Preservation Officer (MD SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, the County participated in the consultation, the County has responsibilities for implementing stipulations under this MOA, and the FAA invited the County to be a signatory to this MOA pursuant to 36 CFR 800.6 (c)(2); and

WHEREAS, the FAA identified and consulted with the following parties (Parties) pursuant to 36 CFR 800.6(a)(2): the Washington County Planning Department, the Washington County Historic District Commission, the Washington County Historical Society, the Washington County Historical Trust, the Heart of the Civil War Heritage Area, Preservation Maryland; and

WHEREAS, the FAA invited the Parties to concur in the MOA and the following Parties agreed to sign as a Concurring Parties to the MOA: the Washington County Planning Department, Washington County Historic District Commission, Washington County Historical Society, Washington County Historical Trust, Preservation Maryland, the Maryland Aviation Administration; and

WHEREAS, the FAA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination pursuant to 36 CFR 800.6(a)(1) with specified documentation, and the ACHP declined to participate in the consultation as stated in its letter dated April 8, 2009;

NOW, THEREFORE, the FAA, the MD SHPO, and the County agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

The FAA shall ensure that the following stipulations are implemented:

I. Working Group

- A. Purpose: Within three (3) months of executing this MOA, the County will establish a working group (Working Group) to provide guidance, oversight, and advocacy regarding the implementation of the stipulations specified in the MOA.
- B. Membership: The County will invite the following parties to designate a representative(s) to serve on the Working Group, if they choose to participate: the Airport, the Washington County Planning Commission, the Washington County Historic District Commission, the Washington County Historical Trust, the Maryland Aviation Administration, Preservation Maryland, and Hagerstown-Washington County Economic Development Commission.
- C. Procedures: The County will establish written procedures regarding the Working Group's responsibilities, meetings, schedule, and general operations. The County will provide a copy of the procedures and list of members to all members of the Working Group, the FAA, and the MD SHPO.
- D. Duration: The Working Group will remain in place until the County has implemented the Stipulations of the MOA or the MOA has expired or been terminated.

II. Preservation of the Farmstead's Family Cemetery

The County shall maintain and preserve the Farmstead's family cemetery in its current location in perpetuity. The County shall ensure that the cemetery is protected and preserved in-place during implementation of the stipulations of this MOA and as part of any future reuse of the Farmstead property at the Airport.

III. Marketing Plan for the Farmstead (WA-I-480)

- A. The Working Group upon County Board of Commissioners approval shall develop and submit a marketing plan (Marketing Plan), within ninety (90) days of the group's establishment, to identify an appropriate reuse and treatment for the Farmstead, consistent with the FAA's policies and use constraints for Airport property and the County's Economic Development plans for aviation-related businesses.
- B. The Plan shall request qualified proposals for one of the following three treatment options, listed in order of preference:
- Option 1 - Adaptive reuse of the farmhouse, barn, and other outbuildings in their present location for an aviation related business. This alternative would require a third party to occupy the buildings in their current location and rehabilitate them in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR 68). The third party would develop a plan for reuse and security of the site that complies with local and Airport security requirements. The County must receive Fair Market Value rent for use of the buildings and site.
 - Option 2 - Relocate the farmhouse, barn and some or all of the outbuildings elsewhere on Airport property and adaptively reuse them for a specified purpose. This alternative requires the County and FAA to determine whether the identified location and type of airport land is not needed for Airport purposes. A third party would develop a plan for relocation and rehabilitation that would comply with local and Airport security requirements. The County must sell or lease the property at Fair Market Value as required by FAA.
 - Option 3 - Relocate the farmhouse, barn and some or all of the other outbuildings off airport property and adaptively reuse them for a specified purpose. This alternative would require the third party to move the structure(s) off Airport property.
- C. The County in coordination with the Working Group shall ensure that the Marketing Plan includes the following elements:
- An information package about the Farmstead;
 - Photographs of the farmhouse, barn, outbuildings and grounds;
 - A parcel map;
 - Information on the Farmstead's historic significance;
 - Information on the Farmstead's estimated cost and procedures for determining Fair Market Value rent or purchase for Options 1, 2 or 3;
 - Information on eligibility for federal, state, and local tax benefits for rehabilitation of historic properties; such tax benefits which would only be applicable to Option 1;

- Notification that the successful offerer shall be required to rehabilitate the Farmstead's buildings and grounds in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR Part 68);
 - A distribution list of potential purchasers or transferees;
 - An advertising plan and schedule;
 - A schedule for receiving and reviewing offers;
 - Discussion of any relevant local requirements and incentives; and
 - A detailed description of relevant Airport requirements and security issues.
 - Consistency with the Airport Master Plan
- D. The County shall submit the draft Marketing Plan to the MD SHPO and FAA for review and comment; to be completed within thirty (30) days. Upon the MD SHPO and FAA's agreement with the Marketing Plan, the County shall implement the Marketing Plan.
- E. In consultation with the MD SHPO and the FAA, the County shall review each offer it receives in response to the Marketing Plan and the County shall select an offer that is determined to be responsive and responsible meeting the following requirements:
- The offer fulfills the County's economic development plans for aviation-related businesses.
 - The offer provides for rehabilitation and maintenance of the Farmstead as stipulated in the Marketing Plan, giving preference to qualified proposals that fulfill Option 1;
 - The offerer has the financial and technical ability to carry out the terms of the offer; and
 - The offerer meets the Airport's security and use requirements.
- F. If the County receives no offer that it determines conforms to the requirements of Stipulation III.E, the County, in consultation with the MD SHPO and the FAA, may select one of the following courses of action:
- Modify the Marketing Plan requirements and re-offer the Farmstead pursuant to Stipulations III.A through III.E;
 - Demolish the property in accordance with Stipulation V.
 - The County may choose to renovate and occupy for airport needs or other options which may preserve the structure

IV. Rehabilitation and Adaptive Reuse of the Farmstead

- A. If the County selects a successful offer that addresses Option 1 of the Marketing Plan, the County shall ensure that the Farmstead house and outbuildings are rehabilitated for adaptive reuse and that the design of the project is consistent with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR Part 68). The County shall ensure that the offerer develops the design and specifications for the rehabilitation in consultation with the MD SHPO and submits the plans, along with a schedule for implementation, to the MD SHPO for review and approval prior to implementation.

V. Documentation of the Farmstead (WA-I-480) and Archeological site (18WA496)

- A. If the County receives no successful offer in response to the Marketing Plan and decides to demolish portions or all of the Farmstead, it will implement the following documentation measures to mitigate the destruction of this historic property, prior to the initiation of demolition actions. If the County selects a reuse offer consistent with III B. Option 1, it does not need to complete the documentation requirements specified in this Stipulation.
- B. Recordation: The County shall ensure that the following recordation measures are carried out in consultation with the MD SHPO before the Farmstead building(s) are demolished and in accordance with the relevant performance standards in Stipulation VII. A and B:
- Large-format perspective-corrected 5"x7" photographs will be made depicting the present condition of all Farmstead building elevations (2 photographs per building) and setting;
 - Sketch-plans will be made, on acid-free paper, of all Farmstead buildings including all floors, basement, and attics;
 - 35 mm black and white photographs will be made of other historical significant spaces and elements; and
 - The County shall ensure that copies of this documentation are made available to the MD SHPO and the Parties.
- C. Salvage: The County shall provide written notice regarding the planned demolition of the Farmstead to at least three 501(c) 3 salvage organization, such as the Baltimore-based Second Chance Inc. This written notice shall be provided at least thirty (30) days prior to the date of removal.

If any 501(c) 3 salvage organization responds within thirty (30) days of written notification, the County shall provide them at least thirty (30) additional days to recover building components. During this period the County shall provide the salvage organization(s) with supervised access to the Farmstead site so that the salvage of components can be carried out. The County shall ensure that items thus selected are removed by the County's demolition contractor in a manner that minimizes damage and are given over with legal title to the salvage organization(s).

- D. Archeological Data Recovery: The County shall develop a plan for the recovery of archeological data from the Farmstead's site 18WA496. The County shall ensure that the plan is developed in consultation with the MD SHPO and the work accomplished in accordance with the relevant performance standards in Stipulation VII. The plan shall specify, at a minimum:
- The property, properties, or portions of properties where data recovery is to be carried out, and any property that will be destroyed without data recovery;
 - Research questions to be addressed through data recovery, with an explanation of their relevance and importance;
 - The research methods to be used, with an explanation of their relevance to the research questions;
 - The methods to be used in analysis, data management, and data dissemination,

- including a schedule;
- Proposed disposition of recovered materials and records;
- Proposed methods for involving the interested public in the data recovery, and for disseminating the results of the work to the interested public; and
- A proposed schedule for the submission of progress reports to the MD SHPO.

The County shall submit the data recovery plan to the MD SHPO for review. Unless the MD SHPO objects in writing within 30 days after receipt of the plan, the County shall implement the plan prior to and in coordination with project ground disturbing activities within or immediately adjacent to the site area.

The County and the MD SHPO will meet on-site to evaluate the success of the fieldwork phase of any data recovery program, near the end of the fieldwork efforts. The County shall submit a management summary to the MD SHPO documenting the completion of fieldwork for a 30 day review period. Upon receipt of the written concurrence from the MD SHPO, the County may proceed with demolition activities in the site areas concurrently with completion of the remaining laboratory, analyses and reporting phases of the data recovery work.

VI. Ongoing Consultation

The County, MD SHPO and the FAA shall continue to consult regarding the appropriate treatment of the Farmstead and archeological site, and shall coordinate any change, modification or refinement of the current Undertaking and implementation of this MOA. Should the signatories decide that amendments to the MOA are warranted, the signatories shall follow the amendment process specified in Stipulation XII.

VII. Performance Standards

- A. Professional Qualifications: The FAA shall ensure that all research and documentation carried out pursuant to this MOA is conducted by or under the supervision of a person or persons meeting at a minimum the Secretary of the Interior's *Professional Qualifications Standards* (36 CFR Part 61).
- B. Standards and Guidelines: The FAA shall ensure that all historic preservation work performed pursuant to this MOA shall be conducted in a manner consistent with the principles and standards contained in the documents (and subsequent revisions thereof) listed below:
 - *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation* (1983).
 - *Standards and Guidelines for Archeological Investigations in Maryland* (Shaffer and Cole 1994);
 - *Standards and Guidelines for Architectural and Historical Investigations in Maryland* (Maryland Historical Trust, 2000); and
 - *Advisory Council on Historic Preservation – Section 106 Archaeology Guidance* (ACHP 2007).

- C. Curation: The County shall ensure that all materials and records resulting from cultural resources investigations conducted for the project will be curated in accordance with 36 CFR 79 at the MD SHPO's Maryland Archeological Conservation Laboratory.

VIII. Unexpected Discovery of Historic Properties

Should historic properties be unexpectedly identified during the implementation of the Project, the County shall ensure that reasonable efforts are made to avoid, minimize or mitigate adverse effects to such properties, and shall consult the MD SHPO and FAA to resolve any unavoidable adverse effects pursuant to 36 CFR § 800.6. The County and FAA shall ensure that any resulting cultural resources work is accomplished in accordance with the relevant performance standards in Stipulation VII.

IX. Equal Opportunity/Non-Discrimination

The signatories agree to comply with all applicable federal or state laws relating to equal opportunity and non-discrimination.

X. Confidentiality

The parties to this MOA shall maintain the confidentiality of certain historic information as allowed under Section 304 of the National Historic Preservation Act. Therefore, the nature and location of certain historic properties discussed in this MOA shall be maintained per 36 CFR 800.11(c).

XI. Dispute Resolution

Should any party to this MOA object within thirty days to any actions proposed or carried out pursuant to this MOA, the FAA shall consult with the objecting party(s) to resolve the objection. The FAA shall notify the MD SHPO and concurring parties of any objection. If the FAA determines that the objection cannot be resolved, the FAA shall forward all documentation relevant to the dispute to the ACHP. Within thirty (30) days after receipt of all pertinent documentation, the ACHP will either:

Provide the FAA with recommendations, which the FAA shall take into account in reaching a final decision regarding the dispute or notify the FAA that it will comment pursuant to 36 CFR 800.7(c), and proceed to comment. The FAA shall take into account any ACHP comment provided in response to such a request in accordance with 36 CFR 800.7(c)(4) with reference to the subject of the dispute.

Any recommendations or comments provided by the ACHP shall be understood to pertain only to the subject of the dispute; the FAA responsibility to carry out all actions under this MOA that are not subject of the dispute will remain unchanged.

XII. Amendment

Any of the signatories may request that this MOA be amended according to 36 CFR 800.6(c)(7) and that signatory shall consult with the other signatories to develop

amendments. Any amendment to this MOA shall be effective on the date the amended MOA is signed by all signatories. The FAA shall ensure a copy of amended MOA is filed with the ACHP.

XIII. Termination

In the event the terms of this MOA cannot be or are not being carried out, the signatories shall consult to seek amendment of this MOA. If an agreement cannot be reached on an amendment, the FAA, MD SHPO or County may terminate it pursuant to 36 CFR 800.6(c)(8). The FAA shall either execute a new MOA under 36 CFR 800.6(c)(1) or request and consider the comments of the ACHP pursuant to 36 CFR 800.7(a).

XIV. Coordination with the Maryland Historical Trust Act of 1985, as Amended

The MD SHPO agrees that the fulfillment of the terms of this MOA will satisfy the responsibilities of any Maryland state agency under the requirements of the Maryland Historical Trust Act of 1985, as amended, State Finance and Procurement Article §§ 5A-325 and 5A-326 of the Annotated Code of Maryland, for those components of the project that require licensing, permitting and/or funding actions from Maryland state agencies.

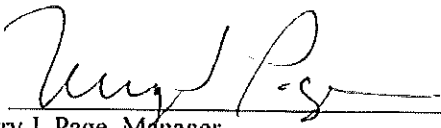
XV. Duration

The process described by this MOA shall be carried out within 18 months after Signatory Party approval. This MOA shall be considered null and void if its terms are not carried out within seven (7) years from the date of its execution.

Execution of this MOA, filing of the agreement with the ACHP pursuant to 36 CFR 800.6(b)(1)(iv), and implementation of its terms is evidence that the FAA has taken into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment.


SIGNATORIES

FEDERAL AVIATION ADMINISTRATION

By: 
Terry J. Page, Manager
Washington Airports District Office

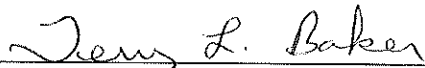
Date: 4/18/11

MARYLAND STATE HISTORIC PRESERVATION OFFICER

By: 
J. Rodney Little, State Historic Preservation Officer
Director, Maryland Historical Trust

Date: 5-6-11

WASHINGTON COUNTY, MARYLAND

By: 
Terry L. Baker, President
Washington County Commissioners

Date: 4-19-11

CONCURRING PARTIES

WASHINGTON COUNTY PLANNING DEPARTMENT

By: _____

Date: _____

WASHINGTON COUNTY HISTORIC DISTRICT COMMISSION

By: _____

Date: _____

WASHINGTON COUNTY HISTORICAL SOCIETY

By: _____

Date: _____

WASHINGTON COUNTY HISTORICAL TRUST

By: _____

Date: _____

PRESERVATION MARYLAND

By: _____

Date: _____

MARYLAND AVIATION ADMINISTRATION

By: _____

Date: _____

ATTACHMENT A
Area of Potential Effect



CONCURRING PARTIES

WASHINGTON COUNTY PLANNING DEPARTMENT

By: _____

Date: _____

WASHINGTON COUNTY HISTORIC DISTRICT COMMISSION

By: _____

Date: _____

WASHINGTON COUNTY HISTORICAL SOCIETY

By: _____

Date: _____

WASHINGTON COUNTY HISTORICAL TRUST

By: _____

Date: _____

PRESERVATION MARYLAND

By: _____

Date: _____

MARYLAND AVIATION ADMINISTRATION

By: 
Ashish J. Solanki, A.A.E.

Date: 05/18/11

National Park Service, Interior

§ 68.2

owner in the Historic Preservation Certification Application, Request for Certification of Completed Work (NPS Form 10-168c), as follows:

Fee	Size of rehabilitation
\$500	\$20,000 to \$99,999
\$800	\$100,000 to \$499,999
\$1,500	\$500,000 to \$999,999
\$2,500	\$1,000,000 or more

If review of a proposed or ongoing rehabilitation project had been undertaken by the Secretary prior to submission of Request for Certification of Completed Work, the initial fee of \$250 will be deducted from these fees. No fee will be charged for rehabilitations under \$20,000.

(d) In general, each rehabilitation of a separate certified historic structure will be considered a separate project for purposes of computing the size of the fee.

(1) In the case of a rehabilitation project which includes more than one certified historic structure where the structures are judged by the Secretary to have been functionally related historically to serve an overall purpose, the fee for preliminary review is \$250 and the fee for final review is computed on the basis of the total rehabilitation costs.

(2) In the case of multiple building projects where there is no historic functional relationship among the structures and which are under the same ownership; are located in the same historic district; are adjacent or contiguous; are of the same architectural type (e.g., rowhouses, loft buildings, commercial buildings); and are submitted by the owner for review at the same time, the fee for preliminary review is \$250 per structure to a maximum of \$2,500 and the fee for final review is computed on the basis of the total rehabilitation costs of the entire multiple building project to a maximum of \$2,500. If the \$2,500 maximum fee was paid at the time of review of the proposed or ongoing rehabilitation project, no further fee will be charged for review of a Request for Certification of Completed Work.

PART 68—THE SECRETARY OF THE INTERIOR’S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

- Sec.
- 68.1 Intent.
- 68.2 Definitions.
- 68.3 Standards.

AUTHORITY: The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918; EO 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

SOURCE: 60 FR 35843, July 12, 1995, unless otherwise noted.

§ 68.1 Intent.

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on “certified historic structures” as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

§ 68.2 Definitions.

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) *Preservation* means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of

mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

(b) *Rehabilitation* means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) *Restoration* means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

(d) *Reconstruction* means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

§ 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation*. (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships

that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) *Rehabilitation*. (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or

National Park Service, Interior

§ 68.3

examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

(10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(c) *Restoration.* (1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

(2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Materials, features, spaces and finishes that characterize other histor-

ical periods will be documented prior to their alteration or removal.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

(6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

(7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) *Reconstruction.* (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic

features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary re-creation.

(6) Designs that were never executed historically will not be constructed.

PART 71—RECREATION FEES

Sec.

- 71.1 Application.
- 71.2 Types of Federal recreation fees.
- 71.3 Designation.
- 71.4 Posting.
- 71.5 Golden Eagle Passport.
- 71.6 Golden Age Passport.
- 71.7 Entrance fees for single-visit permits.
- 71.8 Validation and display of entrance permits.
- 71.9 Establishment of recreation use fees.
- 71.10 Special recreation permits and special recreation permit fees.
- 71.11 Collection of Federal recreation fees.
- 71.12 Enforcement.
- 71.13 Exceptions, exclusions, and exemptions.
- 71.14 Public notification.
- 71.15 The Golden Eagle Insignia.

AUTHORITY: Sec. 4, Land and Water Conservation Fund Act of 1965 (16 U.S.C.A. 4601-6a (Supp., 1974)), as amended by Pub. L. 93-303; and sec. 3, Act of July 11, 1972, 86 Stat. 461; sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

SOURCE: 39 FR 33217, Sept. 16, 1974. Redesignated at 44 FR 7143, Feb. 6, 1979, and 46 FR 34329, July 1, 1981; correctly redesignated at 46 FR 43045, Aug. 26, 1981, unless otherwise noted.

§ 71.1 Application.

This part is promulgated pursuant to section 4, Land and Water Conservation Fund Act of 1965, 16 U.S.C.A. 4601-6a (Supp., 1974), and section 3, Act of July 11, 1972, 86 Stat. 461. Any Federal recreation fee charged by any bureau of the Department of the Interior shall be charged according to criteria set forth in this part.

§ 71.2 Types of Federal recreation fees.

There shall be three types of Federal recreation fees:

(a) Entrance fees, charged either on an annual or single-visit basis, for admission to any Designated Entrance Fee Area;

(b) Daily recreation use fees for the use of specialized sites, facilities, equipment or services furnished at Federal expense; and

(c) Special recreation permit fees for specialized recreation uses, such as, but not limited to, group activities, recreation events, and the use of motorized recreation vehicles.

§ 71.3 Designation.

(a) An area or closely related group of areas shall be designated as an area at which entrance fees shall be charged (hereinafter "Designated Entrance Fee Area") if the following conditions are found to exist concurrently:

(1) The area is a unit of the National Park System administered by the Department of the Interior;

(2) The area is administered primarily for scenic, scientific, historical, cultural, or recreation purposes;

(3) The area has recreation facilities or services provided at Federal expense; and

(4) The nature of the area is such that entrance fee collection is administratively and economically practical.

(b) Any specialized site, facility, equipment or service related to outdoor recreation (hereinafter "facility") shall be designated as a facility for which a recreation use fee shall be charged (hereinafter "Designated Recreation Use Facility") if:

(1) For each Designated Recreation Use Facility, at least one of the following criteria is satisfied:

(i) A substantial Federal investment has been made in the facility,

(ii) The facility requires regular maintenance,

(iii) The facility is characterized by the presence of personnel, or

(iv) The facility is utilized for the personal benefit of the user for a fixed period of time; and,

(2) For each Designated Recreation Use Facility, all of the following criteria are satisfied:

1.	Introduction	1
1.1.	Purpose.....	1
1.2.	Goal	1
1.3.	Conformance with Regulatory Measures.....	1
1.4.	General.....	1
2.	Land Development Policies	3
2.1.	Fiscal Impacts	3
2.2.	Environmental Quality	3
2.3.	Adequate Provision of Necessary Services and Facilities (Utilities).....	3
2.4.	Manmade and Natural Hazards	4
2.5.	Reuse of Resources.....	4
3.	Permitted Uses and Development Requirements	5
3.1.	Purpose.....	5
3.2.	General Requirements.....	5
3.3.	Prohibited Uses.....	5
3.4.	Nonconforming Uses	5
4.	Design Criteria.....	7
4.1.	Accessory Buildings or Structures	7
4.2.	Additions and Expansions	7
4.3.	Aircraft Accesses.....	7
4.4.	Alterations	7
4.5.	Antennae.....	7
4.6.	Building Height.....	7
4.7.	Clean-Up During Construction.....	8
4.8.	Damages During Construction	8
4.9.	Doors, Keys and Locks.....	8
4.10.	Drainage (and Grading)	8
4.11.	Erosion Prevention during Construction	9
4.12.	Exterior Lighting	9
4.13.	Exterior Materials	9
4.14.	Exterior Storage	10
4.15.	Fences and Buffers	10
4.16.	Flagpoles	10
4.17.	Fuel Storage Facilities	11
4.18.	Garbage Containers.....	11
4.19.	Inspections	11
4.20.	Landscaping.....	11
4.21.	Loading and Service Areas	12
4.22.	Maintenance	13
4.23.	Minimum Land Area.....	13
4.24.	Minimum Improvement Area.....	13
4.25.	Open Sided Structures	13
4.26.	Parking.....	13
4.27.	Pedestrian Circulation	14
4.28.	Protection of Property and Work in Progress	14
4.29.	Residence	14
4.30.	Safety	14
4.31.	Setbacks	14
4.32.	Signage.....	15

4.33. Structure	16
4.34. Utilities	16
5. Procedures for Approval	17
5.1. Procedural Guidelines for Applicants	17
5.2. Alternative Procedures: Request for Proposal (RFP)	18
6. Prosecution of Work	19
6.1. Construction	19
6.2. Permits and Licenses	19
6.3. Bonds	19
6.4. Insurance	20

1. Introduction

1.1. Purpose

- 1.1.1. These Development Guidelines, and any amendments thereto, are set forth to promote consistent, attractive, and compatible high quality development at the Airport and to establish, implement, and convey the standards/criteria and policies/procedures for development of aeronautical and non-aeronautical land and/or improvements at the Airport, thus enhancing the investment of all those developing Improvements at the Airport while complying with relevant Regulatory Measures.
- 1.1.2. The County hereby declares and provides that all future Development at the Airport is subject to the following covenants, restrictions, and conditions.
- 1.1.3. It shall be understood that all covenants, restrictions, and conditions established herein shall be considered the Development Guidelines to be followed by all Lessees, Sublessees, developers, contractors, and all others interested in Development at the Airport.

1.2. Goal

- 1.2.1. It is the goal of the County to preserve the aesthetic quality of the Airport for the benefit of its tenants, users, and community and the continued high quality Development of its Properties in a manner consistent with sound fiscal management, preservation of environmental quality, and adequate provision of necessary services and facilities. These Development Guidelines set forth general policies for realization of this goal within the framework of protection of the public health, safety, and welfare. This is further supported by the following goals:
 - 1.2.1.1. *Regulatory Compliance: To assure compliance with all necessary and applicable Regulatory Measures*
 - 1.2.1.2. *Economic: Protection of property values and enhancement of investment.*
 - 1.2.1.3. *Environmental: Conservation of existing natural features and minimization of adverse impacts on the natural environment.*
 - 1.2.1.4. *Function: Encouragement of imaginative and innovative planning of land and Improvements while maintaining acceptable planning and engineering standards, yet remaining flexible to respond to changes in market demand.*
 - 1.2.1.5. *Visual: Maintenance of variety, interest, and a high standard of architectural and landscape design.*
 - 1.2.1.6. *Social: Amenable working environment, which is an integral part of the community.*

1.3. Conformance with Regulatory Measures

- 1.3.1. Without exception, design, construction, alteration, placement, moving, demolition, removal, repair, and/or use of any future Improvement at the Airport will be subject to these Development Guidelines and the applicable provisions of the Uniform Building Code (the edition then currently adopted by the County), the Uniform Fire Code (the edition then currently adopted by the County), Zoning Ordinances of the County, and use requirements, and any other applicable Regulatory Measures.

1.4. General

- 1.4.1. These Development Guidelines are general in nature and do not address every type of condition or detail individual Lessees may encounter in their individual areas. Lessees are therefore encouraged to develop an on-going review

- process during the early design stages with the County to determine specific design criteria and conditions that are acceptable to the County.
- 1.4.2. Where any building material or specification is identified by type, it shall be understood to be that material or specification, or equivalent. The County shall determine equivalency.
 - 1.4.3. No occupancy of any building or structure shall be permitted before the building or structure is completed, and an occupancy permit issued.
 - 1.4.4. Where submittals to the County are required, it is understood that those submittals are subject to the approval of the County.

2. Land Development Policies

2.1. Fiscal Impacts

- 2.1.1. It is the policy of the County to ensure that Development at the Airport will not result in reduction of the quality of services, public facilities, or programs provided to those located at or using the Airport.
- 2.1.2. No land Development project at the Airport shall be based on, or purport to require, any financial contribution by the County, or shall result in or seek to impose any initial or ongoing financial obligation on the County (e.g., for maintenance or upkeep) without the County's advanced written consent to such costs.

2.2. Environmental Quality

- 2.2.1. It is the policy of the County to encourage features in any development proposal that will conserve energy resources and minimize the consumption of energy. To that end, it is the policy of the County to encourage orientation of buildings or structures to take advantage of the sun; to prevent Improvements from blocking direct sunlight to other Improvements; to encourage use of barriers as defense against wind; to promote the use of approved landscaping to maximize cooling in the summer and retention of heat in the winter; and to promote construction and siting which conserve natural gas, propane electricity, fuel oil and gasoline.
- 2.2.2. It is the policy of the County to preserve and protect its present water resources. To that end, it is the policy of the County that no land use be initiated which would adversely affect the quantity, quality, or dependability of the County's water resources; or which would occur at the expense of established water dependent activities; or which would result in increased alkalization of water, loss of minimum stream flows; or entail future major expenditures on the part of the general public to reacquire or redistribute water resources.
- 2.2.3. It is the policy of the County to prevent the acceleration of the erosion of soil and rock in order to reduce or eliminate erosion related problems such as stream sedimentation, dust, gulying, alteration of drainage patterns, exacerbation of flood hazards, loss of natural vegetation, visual scars, leaching of minerals, destruction of animal habitats, and increased maintenance costs for roads and other Improvements.
- 2.2.4. It is the policy of the County to preserve the integrity of existing and natural drainage patterns in order that the aggregate of future public and private development activities will not cause storm drainage and floodwaters patterns to exceed the capacity of natural or constructed drainage ways or to subject other areas to increased potential for damage due to flooding, erosion, or sedimentation.
- 2.2.5. It is the policy of the County to minimize noise generated by Activities to the extent reasonably feasible. To that end, the County encourages the structures be designed and oriented to minimize the impact of noise created within or the surrounding areas. Use of "hush houses," berms, landscaping, etc. should contribute toward this goal.
- 2.2.6. Compliance with Section 4.21, Sensitive Areas, of the County Zoning Ordinance is required.

2.3. Adequate Provision of Necessary Services and Facilities (Utilities)

- 2.3.1. It is the policy of the County to encourage Development that utilizes existing services and facilities without overburdening such facilities and services. In

cases where existing infrastructures are under utilized, to that end, it is the policy of the County to:

- 2.3.1.1. *Encourage development proposals that minimize Vehicle congestion and promote traffic safety.*
- 2.3.1.2. *Ensure that land is not committed to uses without adequate evidence that facilities to collect, treat, and dispose of anticipated types and qualities of wastewater are available or will be provided prior to the commencement of such use and that such facilities will possess suitable capacity, quality of discharge, point of discharge, and dependability.*
- 2.3.1.3. *Ensure that land is not committed to uses without adequate evidence that a water supply of adequate quality, quantity, pressure, and dependability is, or can reasonably be made available to support the use intended and to provide for protection from fire*

2.3.2. Compliance with the County's Adequate Public Facilities Ordinance is required.

2.4. Manmade and Natural Hazards

2.4.1. It is the policy of the County to encourage Development that by virtue of location and design does not expose those located on its properties to avoidable natural and manmade hazards. To that end, it is the policy of the County to:

- 2.4.1.1. *Ensure that Development in proximity to Airport operations facilities and other facilities inherently hazardous by virtue of operation or location is designed, constructed, and located in a manner compatible with the hazard.*
- 2.4.1.2. *Prevent Development in floodplains, geologic hazard areas, or other natural hazard areas that are incompatible with the hazard in terms of threats to public welfare, private property, and public property.*
- 2.4.1.3. *Ensure that Development is designed and located in such a way so as to provide for adequate emergency service, fire protection, and police protection in a manner consistent with existing regulatory requirements.*

2.5. Reuse of Resources

2.5.1. It is the policy of the County to:

- 2.5.1.1. *Encourage the efficient and environmentally sound re-utilization of resources, both natural and manmade, which will result in a reduction in the need for raw materials and finished products.*
- 2.5.1.2. *Encourage beneficial reuse of wastewater, so that other water supplies can be extended*

3. Permitted Uses and Development Requirements

3.1. Purpose

- 3.1.1. The following Development Guidelines are established to avoid threats to the health, safety, welfare, and property, both public and private, from noise, flight characteristics, and crash hazards associated with airport operations.

3.2. General Requirements

- 3.2.1. No Improvement shall be planted, altered, or allowed to grow, or shall be maintained in any portion of the Airport Influence Area that is in excess of any of the Airport imaginary surfaces described in these Development Guidelines, the Airport Layout Plan or the Airport Master Plan.
- 3.2.2. Notwithstanding any other provisions of these Development Guidelines, no use may be made of land and/or any Improvement within the Airport in such a manner as to create interference with Aircraft radios with aircraft operations, make it difficult for Aircraft crew members to distinguish between Airport lights and others, result in glare in the eyes of Aircraft crew members using the Airport or personnel engaged in air traffic control operations, impair visibility in the vicinity of the Airport or otherwise endanger the landing, taking off, or maneuvering of Aircraft.

3.3. Prohibited Uses

- 3.3.1. In order to establish limits for objectionable uses or uses that are detrimental to the general welfare of the occupants and users of the Airport:
- 3.3.1.1. *No use shall be permitted on any land that injures the reputation of any land, or is in violation of any Regulatory Measures.*
- 3.3.1.2. *Improvements are generally limited to uses that, in the opinion of the County, produce no adverse effects which may be detrimental to the health, safety, or welfare of persons or which may be harmful to property.*
- 3.3.1.3. *No Temporary Improvements or mobile home, office, or storage shall be installed or maintained on any lot without all required permits, licenses, certificates and approvals. All applications for approval of any Temporary Improvements will include provisions for its dismantling and/or removal within a reasonable time after construction is completed (as determined by the County).*

3.4. Nonconforming Uses

- 3.4.1. Amortization Period
- 3.4.1.1. *Uses: Uses that are not in conformance with the requirement of these Development Guidelines shall be discontinued no later than 10 years from the adoption hereof unless otherwise determined by the County.*
- 3.4.1.2. *Improvements: Improvements or structures of any type on the Airport not in conformance with these Development Guidelines shall be brought into conformance within a reasonable period as determined by the County.*
- 3.4.2. Marking and Lighting
- 3.4.2.1. *Notwithstanding the preceding provision of these Development Guidelines the owner of any nonconforming Improvement shall be required to install, operate, and maintain thereon such markers and lights as shall be deemed necessary by the County and/or FAA to indicate to the operators of Aircraft in the vicinity of the Airport, the presence of such nonconforming improvements.*
- 3.4.2.2. *Such markers and lights shall be installed, operated, and maintained at the expense of the owner of such Improvement(s).*

3.4.3. Existing Uses

- 3.4.3.1. *No permit shall be granted that would allow the establishment or creation of any airport hazard or permit a nonconforming use or Improvement to be made or become higher, or become a greater hazard to air navigation than it is when the application for a permit is made.*

4. Design Criteria

4.1. Accessory Buildings or Structures

- 4.1.1. All required Accessory Buildings or structures shall be indicated on the Concept Plan and approved by the County (by permit) prior to construction.
- 4.1.2. Accessory Buildings or structures shall match the primary building or structure in design and materials.

4.2. Additions and Expansions

- 4.2.1. Additions or expansions to existing Improvements will require submission of detailed plans and specifications and must be approved by the County (by evidence of a County Building Permit) prior to construction.
- 4.2.2. Additions and expansions shall match the primary building or structure in design and materials unless otherwise approved by the County.

4.3. Aircraft Accesses

- 4.3.1. In order to allow for the efficient and safe operation of Aircraft and to minimize conflicts of pedestrians and Vehicles with Aircraft operations:
 - 4.3.1.1. *A 40-foot frontage Apron minimum shall be required between the edge of the access Taxiway or Taxilane and exterior wall of the hangar door.*
 - 4.3.1.2. *Minimum setbacks from Side Lot Line to Utility Transformer or Meter shall be:*
 - 4.3.1.2.1. No Apron – 10 feet
 - 4.3.1.2.2. With Apron – 40 feet
 - 4.3.1.3. *No Direct Access will be permitted for Vehicles or pedestrians to the Apron or Taxiway.*

4.4. Alterations

- 4.4.1. No alterations to the exterior appearance (including painting) of existing buildings or structures shall be made without approval by the County in writing prior to alteration. This shall include site work alterations.

4.5. Antennae

- 4.5.1. All required antennae, satellite dishes, and similar equipment shall be indicated on the Concept Plan and approved by the County in writing prior to construction. These will also be subject to relevant Federal, State and local Regulatory Measures.
- 4.5.2. No equipment shall be allowed that will interfere with existing or future Airport operations.
- 4.5.3. When possible, all antennae will be screened from view.

4.6. Building Height

- 4.6.1. All planned Improvements (including antennae, satellite dishes, and other similar equipment) shall receive from the FAA a determination that the Improvement is not identified as an obstruction under any standard of FAR Part 77, Subpart C, Part 77 of the FARs establishes the maximum allowable heights of objects on or in the vicinity of airports. It does this by the definition of “imaginary surface” which, if penetrated by an object, would be considered an obstruction and a hazard to air navigation.

4.7. Clean-Up During Construction

- 4.7.1. The construction site and other areas used by the Lessee and Lessee's contractor shall at all times be kept free of accumulated waste materials, dirt, and surplus material.
- 4.7.2. Removal of the waste material, surplus material, dirt, trash and debris to a suitable licensed landfill must be done on at least a daily schedule or whenever the waste material creates a safety or health hazard or interferes with any contractor's work.
- 4.7.3. If the construction site is not maintained in a clean, orderly, and safe condition, the County may, after issuing a written notice to the Lessee, have others clean up the construction site and charge the cost thereof to the Lessee.

4.8. Damages During Construction

- 4.8.1. The Lessee assumes sole responsibility for all damages to existing facilities, including but not limited to the premises occupied by others, arising from the Improvements and remodel work of the Lessee, and will take immediate steps to replace or repair such damages to the satisfaction of the County and its affected Lessees and contractors.

4.9. Doors, Keys and Locks

- 4.9.1. Aircraft hangar doors shall be sliding, overhead, or bi-fold doors, as appropriate for the size of aircraft hangar.
- 4.9.2. Doors shall be constructed of pre-finished aluminum or steel, in colors complementary to the rest of the structure. No wood, plastic, corrugated fiberglass or tin materials may be used.
- 4.9.3. Pedestrian doors shall be in a number commensurate with local fire and building codes.
- 4.9.4. All pedestrian doors must be of pre-finished metal construction in metal jambs.
- 4.9.5. Vehicle access doors shall be of overhead construction, in colors complementary to the rest of the structure.
- 4.9.6. Every newly constructed Improvement and facility on the Airport will be equipped with a "Knox Box." This will be supplied by the County to the Lessee for installation. This will allow unrestricted emergency access to the facility by the Fire Department during hours of non-occupancy. A master key will be supplied to the Fire Department for insertion in the "Knox Box." Additionally, a key shall be supplied to the Fire Department for any lock not accessible by the master key.
- 4.9.7. At the time when Improvement and facilities on the Airport revert to the County, the Lessee will be responsible for supplying a master key to the Airport Manager for the Leased Premises. Additionally, a key shall be supplied to the Airport Manager for any lock not accessible by the master key. Should these keys be changed at anytime during the Agreement, the Lessee will promptly advise the Airport Manager of said changes and will supply a new master key(s) to the Leased Premises. In the event that the Lessee should utilize a keyless locking system for the said premises, a mutually acceptable method of emergency access must be established prior to use.

4.10. Drainage (and Grading)

- 4.10.1. In order to establish compatible grading and drainage relationships between Improvements and adjacent land and to control drainage and erosion:

- 4.10.1.1. *A Site Plan indicating proposed grading and drainage (including drainage flow and contours/elevations) must be submitted with the Concept Plan and approved by the County (by Permit) prior to construction.*
- 4.10.1.2. *Any grades, berms, channels, and swales should be an integral part of the grading and paved surface design.*
- 4.10.1.3. *Paved area grades shall not exceed two- percent slope and shall not be less than one-half of one- percent slope.*
- 4.10.1.4. *Drainage facilities and structures shall be designed to accommodate all storm water generated by the land for a minimum 10 year storm event.*
- 4.10.1.5. *All drainage and grading must comply with the County's Storm Water Management Plan.*
- 4.10.2. *Drainage shall not negatively impact adjacent land and/or Improvements and shall flow into natural or developed drainage.*
- 4.10.3. *Drainage from roofs shall use gutters and downspouts and not create erosion or affect adjacent land and/or Improvements.*

4.11. Erosion Prevention during Construction

- 4.11.1. *In order to prevent loss of soil by water and wind erosion and to prevent dust nuisance to adjacent development, practical combinations of the following technical principals shall be used to provide effective erosion control.*
 - 4.11.1.1. *Expose smallest practical area of cleared land during construction.*
 - 4.11.1.2. *Provisions shall be made to effectively accommodate the increased runoff caused by changed soil and surface conditions during and after development or construction.*
 - 4.11.1.3. *The permanent surfacing and landscaping shall be installed as soon as practicable during construction activities.*
 - 4.11.1.4. *Temporary mulching shall be used to prevent erosion during construction projects.*
 - 4.11.1.5. *Water down at frequent intervals all areas creating excessive dust.*

4.12. Exterior Lighting

- 4.12.1. *In order to create a functional, pleasing, and coordinated relationship of lighting, signs, and plant material for aesthetics, security, and safety:*
 - 4.12.1.1. *A lighting plan describing the exterior illumination layout and fixture selection must be submitted with the Concept Plan and approved by the County in writing prior to construction.*
 - 4.12.1.2. *Lights shall not be placed to cause glare or excessive light spillage on neighboring land and/or Improvements.*
 - 4.12.1.3. *All parking lot and driveway lighting should provide relatively uniform illumination. Accent illumination is recommended at key points such as entrances, exits, loading zones, and drives.*
 - 4.12.1.4. *Concealed light sources are recommended.*
 - 4.12.1.5. *Security light sources shall be kept in operation all night and shall illuminate the building exterior sufficiently for safety and security.*
 - 4.12.1.6. *All exterior lighting fixtures shall direct light rays downward.*
 - 4.12.1.7. *Height restrictions on lighting structures may be imposed by the County and all external lighting structures are subject to the FAA's determination that the installation is not an obstruction and would not be a hazard to air navigation.*

4.13. Exterior Materials

- 4.13.1. *Exterior building material and color samples must be submitted with the Concept Plan and approved by the County in writing prior to construction.*

- 4.13.2. Exterior building materials can be masonry, brick, or EIFS (Exterior Insulation Finishing Systems). Insulated metal panel exteriors are also acceptable; however, masonry, brick, or EIFS shall be integrated within building elevations. No wood, plastic, corrugated fiberglass or galvanized metal shall be used on any exterior surface (except on roofs).
- 4.13.3. Exterior building materials must be compatible with adjacent buildings or structures, and shall not affect Aircraft operations. As a general rule, reflective glass and other materials determined problematic by the County will not be approved.
- 4.13.4. All facades of all buildings and structures must be kept in good repair and appearance at all times as may be determined by the Airport Manager.

4.14. Exterior Storage

- 4.14.1. In order to shield stored materials from public view:
 - 4.14.1.1. *No articles, goods, materials, machinery, equipment, plants (except approved landscaping), animals or similar items should be stored or kept in the open, or exposed to public view, within the area between building setback line and line along the street.*
 - 4.14.1.2. *No outside storage or operations (other than Aircraft related) of any kind shall be permitted on any lot, unless such activity is approved by the County.*
 - 4.14.1.3. *No storage shed shall be permitted except during construction or as may be approved by the County for special use.*

4.15. Fences and Buffers

- 4.15.1. Maintenance of a secure Airport perimeter is a highest priority. In order to provide this security as well a visual buffer of unsightly areas:
 - 4.15.1.1. *Fencing shall be of the same type and style of the existing perimeter fence (see attached Perimeter Fencing Specification).*
 - 4.15.1.2. *Fences must be maintained in good appearance and integrity.*
 - 4.15.1.3. *Fence shall not be permitted directly adjacent to Air Operations Areas.*
 - 4.15.1.4. *Any gate, pedestrian or vehicular, that is attached to, or that is a portion of a system of fencing attached to the existing Airport perimeter fence, or making up part of the said perimeter, will be equipped with an Airport issued padlock. The Lessee will be issued two (2) keys for each lock issued by the Airport.*
 - 4.15.1.5. *Gates, pedestrian or vehicular, that are part of a system of fencing that is not part of the Airport perimeter will be equipped with an Lessee issued padlock unless otherwise advised by the County.*
 - 4.15.1.6. *Screening fences and buffer areas shall be of a height at least equal to that of the material or equipment being stored and shall be approved by the County in writing prior to construction.*
- 4.15.2. Required fencing shall be indicated in the Concept Plan and approved by the County in writing prior to construction.
 - 4.15.2.1. *Submittal shall include information such as location, gates, height, materials, color, and other design considerations.*

4.16. Flagpoles

- 4.16.1. The location and height of flagpoles shall be indicated in the Concept Plan and approved by the County in writing prior to construction.
- 4.16.2. All flagpoles must be erected with a sufficient distance from Apron, Taxilane, and/or Taxiway to prevent collision with Aircraft and to maintain the Part 77 clearances.

- 4.16.3. Height restrictions on flagpoles may be imposed by the County and may be subject to the FAA's determination that this installation is not an obstruction and would not be a hazard to air navigation.

4.17. Fuel Storage Facilities

- 4.17.1. The County owns all fuel storage facilities at the Airport. There will be **NO** other fuel storage facilities on the Airport. All refueling will be by mobile refueler or self-service pump by way of the existing fuel storage facilities.
- 4.17.2. Any existing County owned and privately operated underground fuel storage and distribution systems shall be permitted by a current Agreement with the County. The operator shall not expand the product capacity or number of storage tanks in these existing facilities.
- 4.17.3. All underground storage facilities must comply with applicable Regulatory Measures.
- 4.17.4. Parking facilities for fuel trucks must comply with applicable Regulatory Measures.

4.18. Garbage Containers

- 4.18.1. Exterior garbage containers and waste recycling containers shall be indicated in the Concept Plan and approved by the County in writing prior to placement. These shall only be situated on adequately structured, non-porous surfaces will not be places on porous surfaces or areas
- 4.18.2. Exterior garbage containers and waste recycling containers must be serviced regularly, kept in tidy condition, and covered with a closed lid.
- 4.18.3. Exterior garbage containers and waste recycling containers are for the sole use of the contractor or owner of such equipment and shall not be used by other Airport businesses or entities unless authorized by he County
- 4.18.4. Exterior garbage containers and waste recycling containers provided by the Airport for general use are never to be used for garbage, refuse, debris or any other material or residual that my result from Improvements or Development being constructed on the Airport

4.19. Inspections

- 4.19.1. Persons who are employees of the County or under contract may be assigned to inspect the construction site.
- 4.19.2. These persons may inspect and observe the Lessee's contractor's work to determine whether designs, materials used, manufacturing and construction processes and methods applied, and equipment, furnishings, fixtures, systems, and finishes installed satisfy the requirements of the approved plans, documents, and drawings (as submitted and approved in the Development Plan).
- 4.19.3. The Lessee's contractors shall permit County assigned inspectors and all other governmental agency inspectors unlimited access to the construction site.
- 4.19.4. Such inspections shall not relieve the Lessee's contractor of any of its obligations under its owner-contractor agreement.

4.20. Landscaping

- 4.20.1. In order to create a compatible and continuous relationship between site landscaped areas and the adjacent lots, minimize the use of irrigation water, maintain a pleasant appearance in all areas not covered by building or parking,

and enhance the existing character of the site, the following landscaping guidelines shall be followed

- 4.20.1.1. *Any portion of the land that is not used for a building or structure or is not paved shall be landscaped according to a landscaping and irrigation plan to be submitted with the Concept Plan and approved by the County in writing prior to construction.*
- 4.20.1.1.1. Landscaping materials are to be installed within ninety (90) days of the date of occupancy of the building. Seasonal exemptions may be granted. If seasonal conditions do not permit planting, the County must approve interim erosion control.
- 4.20.1.1.2. All landscaping must be maintained and accepted for good appearance.
- 4.20.1.1.3. The Lessee is responsible for landscape maintenance unless otherwise determined in an Agreement with the County
- 4.20.1.2. *Areas with frontage may be landscaped to provide effective beautification of parking with berms and/or shrubbery.*
- 4.20.1.2.1. Berms and/or shrubbery will have a maximum height of three feet, as measured from the adjacent parking lot surface.
- 4.20.1.2.2. Berm slopes must not exceed 2:1 with a three-foot wide flat crown. Lessee may provide shade trees per local code requirements at parking lots.
- 4.20.2. Landscaping may also be used, consistent with building and fire codes, to screen unsightly items such as above ground storage tanks, air conditioning units, and/or utility boxes.
- 4.20.3. Landscaping materials may include such items as trees, shrubs, hedges or bushes, and ground cover such as grass or landscaping rocks. Small landscaping rocks will be permitted, provided they are not placed such that it will become a hazard to Aircraft or personnel near Aircraft. Seed and fruit bearing trees shall be prohibited.
- 4.20.4. The landscape plan should be done in a manner to minimize the use of irrigation water.
- 4.20.5. Landscaping materials shall be compatible with that of surrounding development and may not pose a hazard to aviation security or safety. All landscaping installed shall not, when fully grown, exceed 25 feet above ground level, or penetrate into the Part 77 airspace surfaces. Part 77 of the FARs establishes the maximum allowable heights of objects on or in the vicinity of airports. It does this by the definition of “imaginary surface” which, if penetrated by an object, would be considered an obstruction and a hazard to air navigation.
- 4.20.6. Landscaping must not attract wildlife that poses a hazard to aircraft safety.
- 4.20.7. Objects such as water towers, storage tanks, processing equipment, cooling towers, communications towers, vents, and other structures or equipment shall be architecturally compatible with surrounding Improvements and landscaping and shall be approved by the County in writing prior to construction
- 4.20.8. All beautification will be approved by the County to ensure that Airport Security is not compromised and that wildlife attractants are minimized

4.21. Loading and Service Areas

- 4.21.1. In order to provide a functional and aesthetically pleasing method of handling loading and service areas and Vehicles:
- 4.21.1.1. *All loading and unloading of Vehicles should be conducted on each Leased Premises.*
- 4.21.1.2. *Loading areas, loading docks, parking areas and service areas should be planned so that one use does not interfere with another.*

4.22. Maintenance

- 4.22.1. In accordance with the Agreement and in order to ensure that all Improvements are maintained in a neat and orderly manner, the lessee shall be responsible for the following:
- 4.22.1.1. *Any Improvements, planting, driveway, or parking lot that are damaged by the elements, by Vehicles, fire, or any other cause shall be repaired as promptly as the extent of damage will permit.*
 - 4.22.1.2. *Buildings that are vacant for any reason shall be kept locked, windows shall be glazed in order to prevent entrance by vandals and maintenance shall continue as if occupied.*
 - 4.22.1.3. *Roads and pavements shall be kept true to line and grade and in good repair.*
 - 4.22.1.4. *Drainage gutters or basins shall be kept clean and free of any obstacles.*
 - 4.22.1.5. *Fences shall be maintained in good condition.*
 - 4.22.1.6. *Undeveloped areas for future use or expansion shall be maintained and shall be trimmed and mowed as necessary to ensure a neat appearance.*

4.23. Minimum Land Area

- 4.23.1. No Improvement or structure of any type shall be erected, constructed, or placed on any land area that has less than the square footage identified in the Minimum Standards, unless approved by the County in writing prior to construction.

4.24. Minimum Improvement Area

- 4.24.1. No part or portion of any Improvement shall have less than the square footage identified in the Minimum Standards, unless approved by the County in writing prior to construction.

4.25. Open Sided Structures

- 4.25.1. All structures shall be fully enclosed. No open sided structures shall be permitted (except in the case of shade hangars).

4.26. Parking

- 4.26.1. A parking area plan describing the parking layout must be submitted with the Concept Plan and approved by the County in writing prior to construction.
- 4.26.2. Materials
- 4.26.2.1. *All parking areas shall be paved with asphalt or concrete to strength sufficient to accommodate the heaviest expected usage.*
- 4.26.3. Number of Parking Stalls
- 4.26.3.1. *Parking areas shall be sufficient to park the Vehicles of all users of any Improvement and consistent with requirements set forth by the Minimum Standards and these Development Guidelines.*
 - 4.26.3.2. *The minimum number of parking spaces shall be dependent upon the use (commercial/private) and location of the Leased Premises and will be approved by the County on a case-by case basis.*
- 4.26.4. Other
- 4.26.4.1. *An access driveway (20 feet wide minimum) shall be provided and maintained between each parking area and the street and/or between parking areas.*
 - 4.26.4.2. *All parking spaces must be designated by painted lines or other County approved methods.*

4.27. Pedestrian Circulation

- 4.27.1. In order to allow for safe and convenient movement of pedestrians throughout the lot and improvements the Lessee will provide:
- 4.27.1.1. *Sidewalks – four foot minimum width*
 - 4.27.1.2. *Provide convenient pedestrian access from all parking areas to building entrances.*
 - 4.27.1.3. *All pedestrian sidewalks shall be constructed of Portland cement concrete or bituminous concrete. Dirt and gravel walks shall be prohibited.*
 - 4.27.1.4. *Pedestrian access to buildings, structures, and sites shall be designed in accordance with the Maryland Accessibility Code for the handicapped.*

4.28. Protection of Property and Work in Progress

- 4.28.1. The Lessee and Lessee's contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
- 4.28.1.1. *All the work and all materials, equipment, systems, fixtures, and furnishings to be incorporated therein, whether in storage on or off the construction site, under the care, custody, or control of the contractor, subcontractors, subordinate subcontractors of any tier, or suppliers; and*
 - 4.28.1.2. *Other property at the construction site or adjacent thereto, including but without limitation, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.*
- 4.28.2. If the Lessee and/or any of the Lessee's contractor's operations destroy or damage any real or personal property, public or private, the Lessee's contractor shall promptly repair or replace such property before County will issue a letter of occupancy to the Lessee.

4.29. Residence

- 4.29.1. No building or structure on the Airport shall be used as a place of residence.

4.30. Safety

- 4.30.1. The Lessee and Lessee's contractor is responsible for the health and safety of its employees, agents, subcontractors, subordinate contractors, suppliers, and other persons on the construction site. The Lessee and Lessee's contractor shall take all necessary and reasonable precautions and actions to protect all such persons from injury, damage, or loss.
- 4.30.2. Such actions shall include, but without limitation, compliance with all the applicable federal, state, local and OSHA and MOSHA Regulatory Measures.

4.31. Setbacks

- 4.31.1. In order to provide sufficient space between buildings and streets to ensure adequate light, privacy, and sound control for Lessee and to allow for landscaping and functional uses (including emergency vehicle access, adequate parking and access, and aircraft clearance), the following setbacks are recommended:
- 4.31.2. Minimum Building Setback Requirements from:
- 4.31.2.1. *Front (landside): 30 feet, minimum, from edge of structure to lot line or as otherwise determined by the County.*

- 4.31.2.2. *Back (airside): setback on the aircraft side shall be based on the largest aircraft permitted in the area (as outlined on the Airport Layout Plan), plus 15 feet, or as specified by current FAA regulations.*
- 4.31.2.3. *Sides: 15 feet, minimum, from edge of structure to lot line, or as specified by Fire Code*
- 4.31.2.4. *Structures located on the south side of streets or highways may be required to provide additional building setbacks, depending on structure height, to allow necessary snow and ice melt from adjacent streets and sidewalks.*
- 4.31.3. Parking Area Setback Requirements from:
- 4.31.3.1. *Street right-of-way: 15 feet landscaped and bermed (where possible), except that portion used for pedestrian access and access driveways, as required*
- 4.31.3.2. *Side Lot Line: 10 feet (not applicable if adjacent lots have a contiguous parking area)*
- 4.31.3.3. *Buildings: 5 feet sidewalk or landscaped area.*
- 4.31.4. Utility Transformer or Meter Setback Requirements from:
- 4.31.4.1. *Street right-of-way: 5 feet*
- 4.31.4.2. *Side Lot Line:*
- 4.31.4.2.1. *No apron – 10 feet*
- 4.31.4.2.2. *With apron – 40 feet or as specified by current FAA regulations.*
- 4.31.5. No part or portion of any building shall be erected, constructed, or extended nearer than a distance from Aircraft movement areas as shown in Exhibit A (Airport Layout Plan). The County will determine for Lessee any setback distances required from any Taxiway or Apron edge, said setbacks to be uniformly established.
- 4.31.6. The setback areas shall be entirely graded and sodded, seeded, or landscaped between the lot lines and from the Aprons to the building face in a manner that will produce an acceptable lawn or landscaped area, excepting only such areas as may be required for Aprons, driveways, parking, or walks.
- 4.31.7. Different setbacks may be required by the County based upon a number of factors such as lot size, structure use, aircraft size, specific location on the Airport and surrounding non-compatible development (i.e., fuel storage facility).

4.32. Signage

- 4.32.1. The signage portion of these Development Guidelines will rely on the County's current signage regulations as cited in the Washington County Zoning Ordinance and Washington County Building Code to achieve uniformity while at the same time contributing to the safe and efficient operation of the Airport. Only the general parameters are addressed.
- 4.32.2. A signage plan must be submitted by the Lessee with the Concept Plan and approved by the County in writing prior to construction.
- 4.32.3. General:
- 4.32.3.1. *All existing signs are considered approved if they met the requirements of the guidelines in effect at the time of construction.*

4.32.3.2. Prohibited Signs

- 4.32.3.2.1. Neon signage, either on building walls, in windows, or located inside the building so that it can be seen from the street.
- 4.32.3.2.2. Moving or flashing signs or lights.
- 4.32.3.2.3. Rooftop signs.
- 4.32.3.2.4. Electronic message boards used for advertising.
- 4.32.3.2.5. Any sign not considered by the County to be in good taste.

4.33. Structure

- 4.33.1. Facilities designed for the storage of aircraft or flammable fluids shall be masonry, concrete, or steel frame bearing construction.

4.33.1.1. All Washington County Building Codes and State Fire Codes shall be complied with in the construction of all facilities.

4.34. Utilities

- 4.34.1. A utility plan identifying all utilities (including existing utilities and underground installations) must be submitted by the Lessee with the Concept Plan and approved by the County in writing prior to construction.
- 4.34.2. All utility improvements shall conform to the appropriate agency requirements. The Lessee is responsible for the maintenance of all utility lines to their facility, and for keeping all shutoff accessible for immediate use.
- 4.34.3. In order to provide for the construction and maintenance of necessary utilities serving developed areas, Lessee shall:
 - 4.34.3.1. *Provide utility easements as required.*
 - 4.34.3.2. *Install all utility lines underground. No pipe, conduit, cable, line for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained upon any lot (outside of any building) above the surface of the ground, except for hoses, movable pipes used for irrigation or other purposes during construction, or transformers.*
 - 4.34.3.3. *Co-locate transformers with utility meters where possible and screen with landscaping.*
- 4.34.4. Lessee or Lessee's contractor shall apply for and pay for all utility meters required for its Leased Premises.
- 4.34.5. Utility costs and charges for any services and meters (including temporary service) on the Leased Premises shall be the sole responsibility of the Lessee from the date of Notice to Proceed.
- 4.34.6. Extension of utilities to proposed facilities shall be the responsibility of Lessee unless otherwise agreed to by the County.
- 4.34.7. Lessee or Lessee's contractor will responsible for returning any areas disturbed by excavation as a result of utility installation to its original condition.
- 4.34.8. If the Lessee and/or any of the Lessee's contractor damages, destroys or disrupts any existing utility or underground installation, public or private, the Lessee and/or Lessee's contractor shall promptly remedy the situation to the satisfaction of the County.

5. Procedures for Approval

5.1. Procedural Guidelines for Applicants

5.1.1. Pre-Submittal Meeting

5.1.1.1. *An Applicant is required to schedule a pre-submittal meeting with the Airport Manager. This meeting gives the Applicant an opportunity to present their idea and to discuss available land (if any) and their desired land use. This also gives the Applicant valuable general comments on the feasibility of the idea and an opportunity to identify any potential problems associated with it. Upon the general concurrence with the Applicant of the merit of their idea, the apparent availability of land and their proposed land use the Applicant will then be directed to contact all utilities pertaining to the proposed development and to obtain written assurances that the provider has the ability to serve the entire development or that the land is included in the service district boundaries.*

5.1.2. Concept Plan

5.1.2.1. *Following the pre-submittal meeting, a Concept Plan should be fashioned by the Applicant and submitted to the Airport Manager along with the duly completed Development Application.*

5.1.2.2. *This submission will give the Airport an opportunity to review the Concept Plan and Development Application and will provide an opportunity to address any questions or concerns with the Applicant so that any changes, which may be necessary, may be facilitated.*

5.1.2.3. *Once the Airport Manager has approved the Applicant's submission, he/she will request placement on the agenda of a regular meeting of the Board of County Commissioners (in Closed Session). Once the meeting date has been established, the Airport Manager will advise the Applicant accordingly. Ten copies of the final Concept Plan and Development Application will be required from the Applicant prior to further consideration by the County, These must be received not later than two weeks prior to the date of the scheduled meeting*

5.1.2.4. *The Applicant and/or their designated representative will be required to attend the scheduled meeting of the County during its consideration of the Concept Plan and Development Application.*

5.1.2.5. *The Concept Plan will include the following.*

5.1.2.5.1. *Written narrative describing the proposed development to include:*

5.1.2.5.2. *Proposed use;*

5.1.2.5.3. *Number of structures, gross, and net density;*

5.1.2.5.4. *Type of structure(s), approximate size(s) of unit(s), and approximate maximum height of building(s) in feet; and*

5.1.2.5.5. *Amount and function of proposed Open Space, whether public or private*

5.1.2.5.6. *Plan drawings which include the following minimum information:*

5.1.2.5.7. *Title or name of the development above the term "Concept Plan";*

5.1.2.5.8. *Vicinity map, scale, north arrow and date of preparation;*

5.1.2.5.9. *Location and legal description of lot;*

5.1.2.5.10. *Total area of Open Space;*

5.1.2.5.11. *Location and proposed use(s) of building areas to include ranges of dimensions and square footage;*

5.1.2.5.12. *Location and dimensions of required building and setbacks as described within these Development Guidelines;*

5.1.2.5.13. *Parking area(s);*

5.1.2.5.14. *Designation and classification of any right of way, turning or acceleration and/or deceleration lanes, access points, etc. that are required;*

5.1.2.5.15. *Topographic map depicting existing and proposed contours;*

5.1.2.5.16. *Utilities plan depicting existing and proposed locations;*

5.1.2.5.17. *Internal site circulation and designation of public and private streets;*

- 5.1.2.5.18. Proposed timetable for development plan; and
- 5.1.2.5.19. Letters from appropriate utilities as referred to in 5.1.1.1. (i.e., electric, gas, water and sewer, and fire district).

5.1.3. Site Plan

- 5.1.3.1. *Following the approval of the Concept Plan by the County, a Site Plan should be submitted to the Planning Commission in accordance with the current Washington County, Maryland Zoning Ordinance.*
- 5.1.3.2. *Concurrent with consideration of the Site Plan, the applicant must enter into an Agreement with the County for the proposed Leased Premises. If a Sublessee of an existing Lessee is making the development, then the County must issue Consent to Sublease. Construction shall not occur prior to entering into an approved Agreement or receiving Consent to Sublease.*

5.1.4. Requirements of the Federal Aviation Administration

5.1.4.1. General

- 5.1.4.1.1. Since any planned development at the Airport is on property purchased in part with a Federal grant, the airport must notify the FAA regarding any such planned development. FAA Form 7460-1, Notice of Proposed Construction or Alteration is the official notification of such Improvements to the FAA. The applicant should review the copy of this FAA Form included in these Development Guidelines and be ready to provide the information on or about the time submittal is made to the County for final approval of the Concept Plan. No construction of any type related to Development on the Airport will commence prior to the County's receipt of a "Notice to Proceed" from the FAA.

5.1.4.2. Non-Aeronautical Uses

- 5.1.4.2.1. FAA approval must be obtained for projects that would not be considered "aeronautical uses" in accordance with Grant Assurances the Airport agreed to as a condition of accepting Federal grants-in-aid.

5.1.4.3. Possible Obstructions in the Navigable Airspace

- 5.1.4.3.1. Part 77 of the FARs establishes the maximum allowable heights of objects on or in the vicinity of airports. It does this by the definition of "imaginary surface" which, if penetrated by an object, would be considered an obstruction. Any planned development that would penetrate the Part 77 imaginary surfaces would most likely not have the backing of the FAA, and it is likely that the Airport would not permit the project.

5.1.4.4. Notice of Proposed Construction or Alteration

- 5.1.4.4.1. Once the Concept Plan has the support of the Airport, the Airport submits FAA Form 7460-1, Notice of Proposed Construction or Alteration to the FAA. This form provides the FAA with specific information regarding the project including the nature of the proposal, the description of the structure(s), the location of the structure(s), and the height and elevation to the nearest foot of both the site and the structure(s).

5.1.4.5. Notice to FAA Flight Service Center

- 5.1.4.5.1. A Site Plan of the Improvements should also be provided to the Local FAA Airways Facilities Sector office (Airport can provide contact information) for review.

5.2. Alternative Procedures: Request for Proposal (RFP)

- 5.2.1. The County may elect to request proposals for use of available Airport property or for provision of one or more Commercial Aeronautical Activities. In this instance, proposers shall follow the procedures specified in the RFP.

6. Prosecution of Work

6.1. Construction

- 6.1.1. Submit application, construction drawings and Site Plan set to the Washington County Planning Commission for review and approval.
- 6.1.2. Submit application, construction drawings, Site Plan set and signage plan map set to the Washington County Department of Permits and Inspections for building permit review and approval.
- 6.1.3. Submit application, construction drawings, and signed Site Plan to the Fire District for review and approval.
- 6.1.4. Prior to the start of construction, the County will arrange a pre-construction meeting with the applicant and contractor to review Airport safety requirements, operational restrictions, and coordination procedures.
- 6.1.5. Within 30 days of project completion, the applicant shall submit reproducible Mylar as-build drawings of all improvements, including underground utilities either constructed or found in place. Vertical and horizontal locations shall be referenced to the Airport benchmark and station/offset system. The as-build drawings are to be signed by a Maryland Registered Professional Engineer or Registered Land Surveyor.

6.2. Permits and Licenses

- 6.2.1. The Lessee, Lessee's contractor, subcontractors, and suppliers (of any tier) shall obtain and pay for all required permits, licenses, and certificates.
- 6.2.2. The Lessee, Lessee's contractor, subcontractors, and suppliers shall obtain all approvals, and Development Agreements required.
- 6.2.3. Charges for permits, licenses, certificates, approvals, tap fees, connection fees, assessments and Development Agreements required, will be at the Lessee's expense.
- 6.2.4. No building shall be undertaken without receiving a building permit unless otherwise determined by the County.

6.3. Bonds

- 6.3.1. Contractors Bond
 - 6.3.1.1. *Prior to the issuance of Notice to Proceed, the Lessee's contractor shall deliver to the County and maintain in effect throughout the period of construction, a construction Performance Bond and a Labor and Material Payment Bond each in a sum not less than 100% of the construction contract amount.*
 - 6.3.1.2. *Said bonds shall guarantee prompt and faithful performance of the said contract and prompt payment by the Lessee's contractor to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by said contractor, subcontractor, and suppliers in the prosecution of the work provided for in said construction contract and shall protect the County from any liability, losses, or damages therefrom.*
 - 6.3.1.3. *The Payment Bond and the Performance Bond shall name the Lessee as the Obligee with the County being name on the Dual Obligee Rider.*
- 6.3.2. Lessee Payment Bond
 - 6.3.2.1. *Prior to the issuance of Notice to Proceed, the Lessee shall provide the County with a Payment Bond in a sum not less than 100% of the construction contract amount. Said Payment Bond shall guarantee prompt and faithful payment for*

work performed under the said Lessee-contractor agreement by the Lessee directly to the Lessee's contractor.

6.3.3. Surety Company's Financial Rating Requirement

6.3.3.1. *All bonds shall be issued by a surety company licensed to transact business in the state of Maryland and satisfactory to and approved by the County. If a bond is executed by an attorney-in-fact of the surety, a power of attorney must be attached to the bond.*

6.3.3.2. *The Surety Company must have a rating with the United States Treasury Department of A-VIII Financial Rating or above.*

6.4. Insurance

6.4.1. Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of the construction the following insurance:

6.4.1.1. *Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, explosion, collapse, underground, broad form blanket contractual and \$100,000 fire legal liability.*

6.4.1.2. *Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned and hired automobiles.*

6.4.1.3. *Personal Automobile Liability coverage, in the amounts of \$1,000,000 CSL/\$500,000 per Person and \$1,000,000 each Accident Bodily Injury and \$250,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.*

6.4.1.4. *Workers' Compensation (WC) coverage, in full compliance with Maryland statutory requirements, for all employees of contractor and Employer's Liability in the minimum amount of \$1,000,000.*

6.4.1.5. *Professional Liability (Errors & Omissions) Engineers & Architects coverage in the minimum amount of \$1,000,000 each occurrence and \$1,000,000 aggregate.*

6.4.1.6. *Property Coverage: Course of Construction (Builders Risk) Insurance covering all materials and equipment at the job site, with limits of not less than one hundred percent (100%) of the total estimated cost of construction, against all perils including flood, until the project is accepted as completed by the County. Should the work being constructed be damaged by fire or any other causes during construction, contractor shall replace it in accordance with the requirements of the plans and specifications without additional expense to the County.*

6.4.2. All insurance required shall be issued by a company or companies authorized to transact business in the State of Maryland which have a BEST rating of B+ VII or higher.

6.4.3. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by the County will be excess of contractor's insurance coverage and will not contribute to it.

6.4.4. The County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

6.4.5. The County (Individually and collectively), representatives, officers, officials, employees, agents, and volunteers are to be named as Additional Insureds as it respects work done by contractor on all policies required (except Workers' Compensation).

- 6.4.6. Contractor agrees to waive all rights of subrogation against the County (individually and collectively), representatives, officers, officials, employees, agents, and volunteers for losses arising directly or indirectly from the activities and/or work performed by contractor (applies only to Commercial General Liability and Workers' Compensation).
- 6.4.7. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been give to the County.
- 6.4.8. Contractor agrees to provide the County with the following insurance documents on or before the start of construction:
 - 6.4.8.1. *Certificates of Insurance for all required coverage*
 - 6.4.8.2. *Additional Insured endorsements*
 - 6.4.8.3. *Waiver of Subrogation endorsements (A.K.A.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)*
 - 6.4.8.4. *60 Days Notice Cancellation Clause endorsements*
- 6.4.9. It is the responsibility of the contractor to confirm that any and all subcontractors that contractor may use complies with all terms and conditions of the Insurance Provisions.
- 6.4.10. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve contractor for liability in excess of such coverage, nor shall it preclude County from taking such other actions as are available to it under the law.
- 6.4.11. Claims Made Insurance: If the Professional Liability coverage is "claims made," contractor must, for a period of three years after the date when contract is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage).
- 6.4.12. Contamination and Pollution: contractor, solely at its own cost and expenses, will provide clean up of Leased Premises, property or natural resources contaminated or polluted due to contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the contractor will be borne entirely by the contractor.

**PUR-1313
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

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

Contractor _____

Address _____

Telephone _____

I, _____, the undersigned, _____ of the above
(Print Signer's Name) (Print Office Held)

named Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)
in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

**GOVERNMENT-WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name: _____

Signature of Contractor’s Authorized Official: _____

Printed Name of Contractor’s Authorized Official: _____

Printed Title of Contractor’s Authorized Official: _____

Date: _____

POLICY TITLE: **Insurance Requirements for Independent Contractors**

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997