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BOARD OF COUNTY COMMISSIONERS

June 27, 2023

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
 CALL TO ORDER, *President John F. Barr*
 APPROVAL OF MINUTES: *June 6, 2023*
 June 13, 2023
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM STAFF COMMENTS
- 9:20 AM CITIZEN PARTICIPATION
- 9:30 AM AGRICULTURE – FACES OF FARMING PRESENTATION
 Leslie Hart, Business Development Specialist, Business and Economic Development
- 9:35 AM SMALL PURCHASE THRESHOLD LIMITS
 Rick Curry, Director, Purchasing
- BID AWARD (PUR-1614) FUEL DISPENSING SYSTEM REPLACEMENT
 Rick Curry, Director, Purchasing; Dave Mason, Deputy Director, Solid Waste
- 9:45 AM BID AWARD (PUR-1615) – GROUNDS MAINTENANCE FOR VARIOUS
 COUNTY DEPARTMENTS
 *Brandi Naugle, Buyer, Purchasing; George Sweitzer, Assistant Superintendent, Black
 Rock Golf Course*
- 9:50 AM DESIGN PHASE SERVICES FOR COMBINED TAXIWAY C OBJECT FREE
 AREA (OFA) AND RUNWAY 02-20 REHABILITATION PROJECTS:
 AUTHORIZE AIRPORT DIRECTOR TO INCREASE LOCAL APPLICANT
 MATCH LEVEL FROM FIVE TO TEN PERCENT, APPLY FOR AND LATER
 ACCEPT ASSOCIATED FAA GRANTS
 *Neil Doran, Director, Hagerstown Regional Airport; Andrew Eshleman, Director,
 Public Works*
- 9:55 AM FY24 ADULT DAY REPORTING CENTER GRANT – APPROVAL TO SUBMIT
 APPLICATION AND ACCEPT FUNDING AS AWARDED
 *Meaghan Willis, Program Director, Day Reporting Center; Rachel Souders, Senior
 Grant Manager, Grant Management*

- 10:00 AM MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SHARPSBURG AND BOARD OF COUNTY COMMISSIONERS FOR DRILLING A WELL ON THE TOWN'S PROPERTY
Mark Bradshaw, Director, Environmental Management
- 10:10 AM PROPERTY ACQUISITION FOR HOPEWELL ROAD
Todd Moser, Real Property Administrator, Engineering
- 10:15 AM ANIMAL CONTROL SERVICES CONTRACT
Kirk C. Downey, County Attorney; Adam Greivell, Counsel, Humane Society of Washington County
- 10:30 AM CLOSED SESSION - *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consider the acquisition of real property for a public purpose and matters directly related thereto; To consult with counsel to obtain legal advice on a legal matter; To consult with staff, consultants, or other individuals about pending or potential litigation; and To discuss cybersecurity, if the public body determines that public discussion would constitute a risk to: (i) security assessments or deployments relating to information resources technology; (ii) network security information; or (iii) deployments or implementation of security personnel, critical infrastructure, or security devices.)*
- 12:00 PM RECONVENE IN OPEN SESSION
- 12:00 PM SECOND STAFF COMMENTS

ADJOURNMENT

***THE COMMISSIONERS TO ATTEND A LUNCHEON AND TOUR AT BROOKLANE
HEALTH SERVICES, 13121 BROOK LANE, HAGERSTOWN, MARYLAND 21740
IMMEDIATELY FOLLOWING THE MEETING.***



Agenda Report Form

Open Session Item

SUBJECT: Agriculture – Faces of Farming Presentation

PRESENTATION DATE: Tuesday, June 27, 2023

PRESENTATION BY: Leslie Hart, Business Development Specialist, Department of Business and Economic Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: “Faces of Farming” is an agricultural-focused video marketing campaign that will showcase two local Washington County farms every month, for one year. The “Faces of Farming” marketing videos will be showcased on the County’s website, as well as Facebook and other social media platforms, and will target a new industry and highlight a local farmer from that specific agricultural industry. Additionally, the Faces of Farming marketing campaign will be utilized in Washington County Public Schools as an agricultural education element focused on kindergarten to Fifth grade students to connect Washington County youth directly with local farms.

DISCUSSION: Washington County’s agricultural business represents the backbone of the County’s landscape. With over 900 operating family farms and \$153,725,000 in market value of products sold, agriculture is the largest economic driver in Washington County. The “Faces of Farming” marketing campaign will aim to educate residents in Washington County, along with the surrounding States and Counties, about the economic impact of the Ag industry. Additionally, these videos will be used for agricultural education to numerous streams around Washington County, such as, 4-H and FFA (Future Farmers of America) meetings, Ag Expo and Fair, and they will be available on the Washington County Ag App and website.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: Yes - Faces of Farming Videos: High Point Acres of Boonsboro and Caprikorn Farms of Knoxville MD.



Agenda Report Form

Open Session Item

SUBJECT: Small Purchase Threshold Limits

PRESENTATION DATE: June 27, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Purchasing Director

RECOMMENDED MOTION: Move to request increasing the small purchase threshold from \$2,499.99 to \$7,499.99.

REPORT-IN-BRIEF: The current small purchase threshold was adopted in 2013. The amount of time the current thresholds have been in place, they have not been adjusted to keep up with inflation. The value of \$1.00 from 2013 to 2023 is equivalent in purchasing power to about \$1.30 today, an increase of \$.30 over ten years. The dollar had an average inflation rate of 2.68% per year between 2013 and today, producing a cumulative price increase of 30.22%. This means that today's price are 1.30 times as high as average prices since 2013, according to the Bureau of Labor Statics consumer price index. The inflation rate in 2013 was 1.46%. The current inflation rate compared to last year is now 4.93%.

The small purchase threshold increase would save time and provide departments with the ability to focus on other more complex items and provide better customer service to the using departments. When the estimated value of a procurement for goods or services is below the County's small purchase threshold, which is \$2,499.99, the County's procurement policy allows the use of an informal method of procurement. The informal method, which includes small purchases, allows for expedited procurement processes, and minimizes the administrative burden and cost. When using an informal method of procurement, departments must document its determination that the price is fair and reasonable based on research, experience, purchase history, or other information used for justification.

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: Interim County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: Threshold Limits

AUDIO/VISUAL NEEDS: N/A

PURCHASING THRESHOLD LIMITS

BALTIMORE COUNTY, MD

Open Market Purchases (\$1,001 to \$5,000)

Price quotes may be obtained by telephone, via email, by fax or written from suppliers.

The information is submitted to Purchasing, and a Buyer will place most orders directly with vendors using procurement (credit) cards.

The CITY of FREDERICK COUNTY, MD

PURCHASING LIMITS

All purchases (total requisition) for goods and services amounting to less than \$10,000.00 shall be made by obtaining a price from a qualified vendor and submitting a requisition. It is the responsibility of all employees making purchases to rotate purchases among qualified vendors when repeated small purchases are made.

GARRETT COUNTY, MD

Small Purchases Under \$2,500. Each using department is authorized to make purchases valued less than \$2,500 within the following guidelines. The using department shall verify that the commodity being purchased is not available through an existing contract with the County. If the commodity required by the using department is not available under an existing contract, the using department may purchase the commodity in the open market obtaining adequate and reasonable competition for the commodity.

CITY OF CUMBERLAND, MD

Purchases from \$501 to \$5,000. All purchases of supplies, maintenance/ repair contracts, professional service contracts or equipment costing five hundred one dollars (\$501) or more but less than or equal to five thousand dollars (\$5,000) shall be made upon requisition of the department head if funds are available in an approved budget. It shall be the department head's responsibility to ensure the selection of a vendor can meet the specifications required for the purchase at the lowest cost.

CITY of HAGERSTOWN, MD

Purchase requisitions less than \$3,000 are to be approved by the Department Manager.

FRANKLIN COUNTY, PA

Purchases \$4,000 and Less: Competitive bids are not required but are encouraged possible.

CITY OF MARTINSBURG, WV

Purchases \$2,500 and Less: Competitive bids are not required but are encouraged possible.



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1614) Fuel Dispensing System Replacement

PRESENTATION DATE: June 27, 2023

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing; Dave Mason, P.E., Deputy Director of Solid Waste Department

RECOMMENDED MOTION: Move to award the procurement of a Fuel Dispensing System Replacement for the Solid Waste Department to the responsible, responsive bidder, Total Environmental Concepts, Inc., of Gaithersburg, MD who submitted the total lump sum of \$65,073.

REPORT-IN-BRIEF: The Invitation to Bid (ITB) was advertised on the State of Maryland's "*eMaryland MarketPlace Advantage*" website and on the County's website, and in the local newspaper. Twenty (20) persons/companies registered/downloaded the bid document on-line. The work consists of replacing the current system. The vendor is responsible for supplying and installing the fuel management system, fuel dispensers, hoses, nozzles, hose fitting sand appurtenances, monitoring console and transaction software, miscellaneous conduit and wiring, piping, valves, and leak sensors and for all material, labor, transportation, and incidentals necessary to complete the work. There are liquidated damages that shall be applied at the rate of One Hundred Fifty (150) Dollars per consecutive day for each day the vendor fails to complete the work. The work shall commence upon receipt of the Notice to Proceed (issuance of purchase order), prosecute the work diligently and substantially completed within ninety (90) consecutive calendar days. The time stated for completion shall include material procurement, performance of the work, and final clean-up of the premises ready for use.

DISCUSSION: N/A

FISCAL IMPACT: Funds are available in the department's Capital Improvement Project (CIP) EQP071 account.

CONCURRENCES: Division Director

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1614

FUEL DISPENSING SYSTEM REPLACEMENT

VENDOR	TOTAL LUMP SUM BID
Total Environmental Concepts, Inc. Gaithersburg, MD	\$65,073

Corrected calculations based on unit pricing

Remarks / Exceptions

As indicated on the specification sheets included in this bid documents in duplicate.

DESCRIPTION:
#1 Proposal based on approved equal Wayne Select Series dispensers, per addendum #4
MATERIALS:
#1 Wayne Select Series; comes silver with blue doors
#2 Wayne Select Series; comes silver with blue doors
#4 Hosting excluded; Provided by owner per addendum #3
ASSOCIATE EQUIPMENT:
#10 Per addendum #3, there are no containment sumps
#14 Block Valves N/A
#15 It is presumed existing conduit can be reused
#16 Size changed per addendum #3
#18 It is presumed existing circuit breakers are up to code and sufficient for use in system
CONSTRUCTION:
#2 Provided for dispensers and Fluid Secure Link only
#7 Existing system. Permitting is not required. Testing included is for equipment and lines associated with the dispensers only. No tank testing.
FUEL DISPENSERS:
#1 Proposal based on approved equal Wayne Select Series dispensers, per addendum #4
#5 Per addendum #3, no containment sumps



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1615) - Grounds Maintenance for Various County Departments

PRESENTATION DATE: June 27, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department, and George Sweitzer, Assistant Superintendent, Black Rock Golf Course

RECOMMENDED MOTION: Move to award the contract to the responsible companies with the responsive lowest bids that meet the specifications for each chemical item (as indicated on the Bid Tabulation Summary). Tie bids were received for Item Nos. 13, 20, 28, 31, 32, and 35; therefore, it is required that the chemicals be awarded based on drawing lots in public, pursuant to Section 2.9 of the Washington County Procurement Policy Manual.

REPORT-IN-BRIEF: The County accepted bids on May 24, 2023. The Invitation to Bid (ITB) was advertised on the State of Maryland's (eMMA) "*eMaryland Marketplace Advantage*" website, on the County's website, and in the local newspaper. Ten (10) persons/companies registered/downloaded the bid document online. Four (4) bids were received. This contract provides the needed chemicals for the Black Rock Golf Course, County Highway Department, and Department of Water Quality; the City of Hagerstown may utilize the contract. The contract term is one (1) year tentatively commencing July 1, 2023, and ending June 30, 2024.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted for the chemicals in various operating accounts.

CONCURRENCES: Public Works Director

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

PUR-1615
Grounds Maintenance Chemicals
Bid Tabulation Summary

Item #	Product	Vendor	Unit of Measure	FY' 23 Unit Price	FY' 24 Unit Price
1	Acclaim Extra	Nutrien Ag	Gallon	\$524.99	\$665.00
2	Aqua Shade	Helena Agri	Gallon	\$42.00	\$41.95
3	Propiconazole 14.3%	Nutrien Ag	Gallon	\$64.64	\$59.19
4	Propamocarb Hydrochloride 66.2%	SiteOne	Gallon	\$275.00	\$241.18
5	Bensumec – 4LF	Helena Agri	Gallon	\$128.00	\$152.00
6	Thiophonate Methyl 46.2%	Nutrien Ag	Gallon	\$40.00	\$41.29
7	Alumimum Tris WDG 80%	Genesis	Pound	\$15.00	\$16.76
8	Crossbow	Nutrien Ag	Gallon	\$43.20	\$39.49
9	Chlorothanlonil 54% 720 SFT	Helena Agri	Gallon	\$31.59	\$30.00
10	Chlorpyrifos 4E 42.5%	Genesis	Gallon	\$57.72	\$62.94
11	Dylox 420 SL	Nutrien Ag	Gallon	\$74.40	\$95.74
12	Fore WSP	Nutrien Ag	Pound	\$8.44	\$8.75
13	Head Way	(3) TIE	Gallon	\$496.00	\$321.60
14	Tebuconazole 38.7%	Helena Agri	Gallon	\$47.75	\$54.00
15	Imidacloprid 75% (George)	Genesis	Case	\$439.99	\$407.00
16	PCNB 40%	SiteOne	Gallon	\$53.08	\$68.70
17	Pendulum Aqua Cap	Genesis	Gallon	\$47.99	\$48.80
18	Trinexapac – Ethyl 11.3%	Nutrien Ag	Gallon	\$104.00	\$98.88
19	Prograss	Genesis	Gallon	\$148.78	\$192.60
20	Provaunt WDG	TIE	Case	\$1612.80	\$1728.00
21	Glyphosate 41%	Helena Agri	Gallon	\$36.00	\$23.50
22	Mefenoxam 22.5%	Helena Agri	Gallon	\$295.00	\$310.00
23	Talstar	Genesis	Gallon	\$48.88	\$39.62

Item #	Product	Vendor	Unit of Measure	FY' 23 Unit Price	FY' 24 Unit Price
24	Trimec Classic	Nutrien Ag	Gallon	\$26.99	\$29.78
25	Paclobutrazol 22.3%	Nutrien Ag	Gallon	\$134.00	\$144.00
26	Phosguard	Nutrien Ag	Gallon	\$34.49	\$29.40
27	Bayleton FLO	Helena Agri	Gallon	\$340.00	\$348.00
28	Dismiss NXT	TIE	Gallon	\$1257.60	\$2360.00
29	Fluaziam 40SC	SiteOne	Gallon	\$259.98	\$244.00
30	Poa Constrictor	Genesis	Gallon	\$120.00	\$96.98
31	Signature XTRA	TIE	Bags	\$31.81	\$37.45
32	Barricade	TIE	Gallon	\$145.00	\$166.50
33	Mancozeb	SiteOne	Pound	\$5.15	\$5.38
34	Fairview Select	Genesis	Gallon	\$198.00	\$170.80
35	Emerald	TIE	Case	\$1141.70	\$1187.40
36	Evade 4FL	Nutrien Ag	Gallon	\$71.00	\$83.00
37	Inpordione 23.3%	Nutrien Ag	Gallon	\$57.90	\$62.88

PUR-1615
Grounds Maintenance Chemicals
for Black Rock Golf Course

				Genesis Turfgrass, Inc. Glen Rock, PA		Helena Agri Enterprises Knoxville, MD	
Item No.	Item Description / Formulation	Estimated Annual Usage / Case Type	Unit of Measure	Unit Price	Total Price	Unit Price	Total Price
1	Acclaim Extra	2-Gallons	Gallon	\$729.39	\$1,458.78	\$700.21	\$1,400.42
2	Aqua Shade	5 Cases / 4 x 1 Gallons 4 Gallons per Case	Gallon	\$67.96	\$1,359.20	\$41.95	\$839.00
3	Propiconazole 14.3%	3 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$69.80	\$1,047.00	\$69.00	\$1,035.00
4	Propamocarb Hydrochloride 66.2%	8 Cases / 2 x 1 Gallons 2 Gallons per Case	Gallon	\$249.45	\$3,991.20	\$252.90	\$4,046.40
5	Bensumec – 4LF	5 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	No Bid	No Bid	\$152.00	\$3,800.00
6	Thiophonate Methyl 46.2%	40 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$53.78	\$10,756.00 *	\$44.00	\$8,800.00
7	Alumimum Tris WDG 80%	10 Cases / 4 x 5.5 lbs. 22 lbs. per Case	Pound	\$16.76	\$3,687.20	\$1,591.00	\$350,020.00 *
8	Crossbow	15 Gallons / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$48.00	\$720.00	\$54.36	\$815.40
9	Chlorothanlonil 54% 720 SFT	12 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$34.12	\$2,047.20	\$30.00	\$1,800.00
10	Chlorpyrifos 4E 42.5%	2 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$62.94	\$629.40	No Bid	No Bid
11	Dylox 420 SL	4 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$95.94	\$1,918.80	\$96.15	\$1,923.00
12	Fore WSP	9 Cases / 8 x 4 x 1.5 lbs. 48 lbs. per Case	Pound	\$9.54	\$4,121.28	\$9.59	\$4,142.88
13	Head Way	4 Cases / 2 x 1 Gallons 2 Gallons per Case	Gallon	\$536.00	\$4,288.00	\$536.00	\$4,288.00
14	Tebuconazole 38.7%	25 Gallons / 4 x 1 Gallons / or 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	\$65.65	\$1,641.25	\$54.00	\$1,350.00

PUR-1615
Grounds Maintenance Chemicals
for Black Rock Golf Course

				Genesis Turfgrass, Inc. Glen Rock, PA		Helena Agri Enterprises Knoxville, MD	
Item No.	Item Description / Formulation	Estimated Annual Usage / Case Type	Unit of Measure	Unit Price	Total Price	Unit Price	Total Price
15	Imidacloprid 75%	2 Cases / 88 x 1.6 oz per Case	Case	\$407.00	\$814.00	\$429.90	\$859.80
16	PCNB 40%	6 Cases / 2 x 2.5 Gallons / 5 Gallon Case	Gallon	\$72.15	\$2,164.50	\$78.52	\$2,355.60
17	Pendulum Aqua Cap	6 Cases / 2 x 2.5 Gallons / 5 Gallon Case	Gallon	\$48.80	\$1,464.00	\$49.98	\$1,499.40
18	Trinexapac – Ethyl 11.3%	2 Cases / 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	\$112.00	\$1,120.00	\$104.00	\$1,040.00
19	Prograss	9 Cases / 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	\$192.60	\$8,667.00	\$194.90	\$8,770.50
20	Provaunt WDG	2 Cases / 4 x 72 oz.	Case	\$432.00	\$864.00 *	\$1,728.00	\$3,456.00
21	Glyphosate 41%	4 Cases / 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	\$29.92	\$598.40	\$23.50	\$470.00
22	Mefenoxam 22.5%	2.5 Cases / 2 x 1 Case / 2 Gallon Cases	Gallon	\$319.00	\$1,595.00 *	\$310.00	\$1,550.00
23	Talstar	2 Cases / 8 Gallons / 4 x 1-Gallon 4 Gallons per Case	Gallon	\$39.62	\$316.96	\$64.94	\$519.52
24	Trimec Classic	20 Gallons / 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	\$59.80	\$1,196.00	\$59.34	\$1,186.80
25	Paclobutrazol 22.3%	3 Gallons 2 x 1 Gallon Cases	Gallon	\$183.00	\$549.00	\$152.00	\$456.00
26	Phosguard	200 Gallons 2 x 2.5 Gallon Cases	Gallon	\$29.50	\$5,900.00	No Bid	No Bid
27	Bayleton FLO	40 Gallons / 4 x 1 Gallon / 4 Gallons per case or 2 x 2.5 Gallon /	Gallon	No Bid	No Bid	\$348.00	\$13,920.00 *
28	Dismiss NXT	3 Cases / 4 x 60 Ounce Case	Case	\$590.00	\$1,770.00 *	\$2,360.00	\$7,080.00

**PUR-1615
Grounds Maintenance Chemicals
for Black Rock Golf Course**

				Genesis Turfgrass, Inc. Glen Rock, PA		Helena Agri Enterprises Knoxville, MD	
Item No.	Item Description / Formulation	Estimated Annual Usage / Case Type	Unit of Measure	Unit Price	Total Price	Unit Price	Total Price
29	Fluazinam 40SC	40 Gallons / 2 x 2.5 Gallons / 5 Gallons per case	Gallon	\$282.40	\$11,296.00	\$260.00	\$10,400.00
30	Poa Constrictor	9 Gallons / 96 Ounce Bottles	Gallon	\$96.98	\$872.82 *	\$145.00	\$1,305.00
31	Signature XTRA	82.5 lbs. / 15 Bags	Bags	\$37.45	\$561.75 *	\$206.00	\$3,090.00
32	Barricade	10 Gallons 4 x 1 Gallon Case	Gallon	\$166.50	\$1,665.00	\$166.50	\$1,665.00
33	Mancozeb	450 lbs. 12 lb. bags	Pound	\$5.54	\$2,493.00	\$5.50	\$2,475.00
34	Fairview Select	50 Gallon / 2 x 2.5 Gallon / 5 Gallons per Case	Gallon	\$170.80	\$8,540.00	No Bid	No Bid
35	Emerald	4 Cases / 0.49 lb. packet / 10 packet Case	Case	\$118.74	\$474.96 *	\$1,187.40	\$4,749.60
36	Evade 4FL	5 Cases / 4 x 1 Gal / 4 Gallon Case	Gallon	\$106.92	\$2,138.40	No Bid	No Bid *
37	Iprodione 23.3%	12 Cases / 2 x 2.5 Gal / 5 Gallon Case	Gallon	\$66.48	\$3,988.80	\$64.00	\$3,840.00

**Corrected Calculations based on Unit Pricing*

Remarks / Exceptions:

Helena Agri Enterprises -

Item No. 27 *Discontinued* - Bayleton not available - Quoted Generic - Generic Bayleton - Triadimefron 43 SC (Amtide manufacture)

Item No. 36 Quoted Resolute 4L (40.7% Prodiamine) Eighty Nine/Gal \$1,780 total

PUR-1615
Grounds Maintenance Chemicals
for Black Rock Golf Course

				Nutrien Ag Solutions Rosedale, MD		SiteOne Landscape Supply Cleveland, OH	
Item No.	Item Description / Formulation	Estimated Annual Usage / Case Type	Unit of Measure	Unit Price	Total Price	Unit Price	Total Price
1	Acclaim Extra	2 Gallons	Gallon	\$665.00	\$1,330.00	\$757.59	\$1,515.18
2	Aqua Shade	5 Cases / 4 x 1 Gallons 4 Gallons per Case	Gallon	\$45.00	\$900.00	\$209.28	\$4,185.60 *
3	Propiconazole 14.3%	3 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$59.19	\$887.85	\$339.54	\$5,093.10 *
4	Propamocarb Hydrochloride 66.2%	8 Cases / 2 x 1 Gallons 2 Gallons per Case	Gallon	\$259.00	\$4,144.00	\$241.18	\$3,858.88 *
5	Bensumec – 4LF	5 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$169.75	\$4,243.75	\$180.63	\$4,515.75
6	Thiophonate Methyl 46.2%	40 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$41.29	\$8,258.00	\$44.00	\$8,800.00 *
7	Alumimum Tris WDG 80%	10 Cases / 4 x 5.5 lbs. 22 lbs. per Case	Pound	No Bid	No Bid	\$17.10	\$3,762.00 *
8	Crossbow	15 Gallons / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$39.49	\$592.35	\$47.83	\$717.45 *
9	Chlorothanlonil 54% 720 SFT	12 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$31.49	\$1,889.40	\$31.35	\$1,881.00 *
10	Chlorpyrifos 4E 42.5%	2 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	No Bid	No Bid	No Bid	No Bid
11	Dylox 420 SL	4 Cases / 2 x 2.5 Gallons 5 Gallons per Case	Gallon	\$95.74	\$1,914.80	\$112.11	\$2,242.20
12	Fore WSP	9 Cases / 8 x 4 x 1.5 lbs. 48 lbs. per Case	Pound	\$8.75	\$3,780.00	\$9.17	\$3,961.44
13	Head Way	4 Cases / 2 x 1 Gallons 2 Gallons per Case	Gallon	\$321.60	\$2,572.80	\$536.00	\$4,288.00 *
14	Tebuconazole 38.7%	25 Gallons / 4 x 1 Gallons / or 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	\$59.44	\$1,486.00	\$68.00	\$1,700.00

PUR-1615
Grounds Maintenance Chemicals
for Black Rock Golf Course

				Nutrien Ag Solutions Rosedale, MD		SiteOne Landscape Supply Cleveland, OH	
Item No.	Item Description / Formulation	Estimated Annual Usage / Case Type	Unit of Measure	Unit Price	Total Price	Unit Price	Total Price
15	Imidacloprid 75%	2 Cases / 88 x 1.6 oz per Case	Case	No Bid	No Bid	No Bid	No Bid
16	PCNB 40%	6 Cases / 2 x 2.5 Gallons / 5 Gallon Case	Gallon	No Bid	No Bid	\$68.70	\$2,061.00 *
17	Pendulum Aqua Cap	6 Cases / 2 x 2.5 Gallons / 5 Gallon Case	Gallon	\$64.29	\$1,928.70	\$57.66	\$1,729.80
18	Trinexapac – Ethyl 11.3%	2 Cases / 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	\$98.88	\$988.80	\$110.00	\$1,100.00 *
19	Prograss	9 Cases / 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	No Bid	No Bid	\$202.15	\$9,096.75
20	Provaunt WDG	2 Cases / 4 x 72 oz.	Case	\$1,728.00	\$3,456.00	\$1,728.00	\$3,456.00 *
21	Glyphosate 41%	4 Cases / 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	\$26.74	\$534.80	\$44.83	\$896.60 *
22	Mefenoxam 22.5%	2.5 Cases / 2 x 1 Case / 2 Gallon Cases	Gallon	\$353.29	\$1,766.45 *	\$392.52	\$1,962.60 *
23	Talstar	2 Cases / 8 Gallons / 4 x 1-Gallon 4 Gallons per Case	Gallon	\$42.61	\$340.88	\$54.98	\$439.84 *
24	Trimec Classic	20 Gallons / 2 x 2.5 Gallons / 5 Gallons per Case	Gallon	\$29.78	\$595.60	\$30.00	\$600.00 *
25	Paclobutrazol 22.3%	3 Gallons 2 x 1 Gallon Cases	Gallon	\$144.00	\$432.00	\$212.69	\$638.07 *
26	Phosguard	200 Gallons 2 x 2.5 Gallon Cases	Gallon	\$29.40	\$5,880.00	\$41.00	\$8,200.00 *
27	Bayleton FLO	40 Gallons / 2 x 2.5 Gallons / 5 Gallons per case	Gallon	\$440.00	\$17,600.00	No Bid	No Bid
28	Dismiss NXT	3 Cases / 4 x 60 Ounce Case	Case	\$2,360.00	\$7,080.00	\$2,360.00	\$7,080.00 *

PUR-1615
Grounds Maintenance Chemicals
for Black Rock Golf Course

				Nutrien Ag Solutions Rosedale, MD		SiteOne Landscape Supply Cleveland, OH	
Item No.	Item Description / Formulation	Estimated Annual Usage / Case Type	Unit of Measure	Unit Price	Total Price	Unit Price	Total Price
29	Fluazinam 40SC	40 Gallons / 2 x 2.5 Gallons / 5 Gallons per case	Gallon	\$249.94	\$9,997.60	\$244.00	\$9,760.00 *
30	Poa Constrictor	9 Gallons / 96 Ounce Bottles	Gallon	\$134.00	\$1,206.00	\$153.66	\$1,382.94 *
31	Signature XTRA	82.5 lbs. / 15 Bags	Bags	\$206.00	\$3,090.00	\$206.00	\$3,090.00 *
32	Barricade	10 Gallons 4 x 1 Gallon Case	Gallon	\$166.50	\$1,665.00	\$166.50	\$1,665.00 *
33	Mancozeb	450 lbs. 12 lb. bags	Pound	\$5.71	\$2,569.50	\$5.38	\$2,421.00
34	Fairview Select	50 Gallon / 2 x 2.5 Gallon / 5 Gallons per Case	Gallon	\$253.30	\$12,665.00	\$253.30	\$12,665.00 *
35	Emerald	4 Cases / 0.49 lb. packet / 10 packet Case	Case	\$1,187.40	\$4,749.60	\$1,187.40	\$4,749.60 *
36	Evade 4FL	5 Cases / 4 x 1 Gal / 4 Gallon Case	Gallon	\$83.00	\$1,660.00	\$102.24	\$2,044.80 *
37	Iprodione 23.3%	12 Cases / 2 x 2.5 Gal / 5 Gallon Case	Gallon	\$62.88	\$3,772.80	\$80.28	\$4,816.80 *

**Corrected Calculations based on Unit Pricing*

Remarks / Exceptions:

SiteOne Landscape Supply - Some UOM were adjusted in order to total correctly. Alternates are clearly marked. Labels/Specifications Enclosed.

Item No. 3 Lesco Spectator Ultra	Item No. 16 Turfcide 400 PCNB	Item No. 25 Pac-Low	Item No. 34 Traction
Item No. 4 Karma	Item No. 18 T-Nex	Item No. 26 Brandt Liqui-Phi 0-0-25	Item No. 35 (Agency)
Item No. 6 Lesco S-Ttorm	Item No. 20 (Agency)	Item No. 28 (Agency)	Item No. 36 Lesco -
Item No. 7 Fosetyl-al	Item No. 21 Lesco Prosecutor Pro	Item No. 29 Lesco Drax	Stonewall 4 FL (2.5 gal)
Item No. 8 Crossroad	Item No. 22 Mefenoxam 2 Aq (2.5 gal)	Item No. 30 / 12 bottles	Item No. 37 Lesco -
Item No. 9 Lesco Manicure 6 FL	Item No. 23 Bifenthrin Golf & Nursery 7.9 F	Item No. 31 (Agency)	18 Plus
Item No. 13 (Agency)	Item No. 24 Three-Way Selective	Item No. 32 (Agency)	



Agenda Report Form

Open Session Item

SUBJECT: Design Phase Services for combined Taxiway C Object Free Area (OFA) and Runway 02-20 Rehabilitation Projects: Authorize Airport Director to increase local applicant match level from five to ten percent, apply for and later accept associated FAA grants.

PRESENTATION DATE: June 27, 2023

PRESENTATION BY: Neil Doran, Airport Director, Andrew Eshleman, Director of Public Works

RECOMMENDED MOTION(S):

- Move to authorize use of \$38,256.10 in Airport Capitol Improvement Reserve funds for the 10% local match share of this project.
- Move to empower the Airport Director to sign an FAA grant application and related paperwork associated with the TWY C OFA & Runway 02-20 Rehabilitation projects – Phase I Design Services.
- Move to empower the Airport Director to accept the grant offer(s) related to the design phase services portion of the Taxiway C OFA/Runway 02-20 project from the Federal Aviation Administration once awarded in the future.

REPORT-IN-BRIEF: The Maryland Aviation Administration has received somewhat smaller allocations from the overall MDOT budget when compared with previous years. As a result, in recent years they have had to set internal policies to limit what costs that they can participate in, such as “soft costs”. In this case, the County/Airport will need to increase its share from five to ten percent as the Maryland Aviation Administration, while supportive of the project, will not be able to afford to participate in these design costs.

FAA	\$344,295.00 (90%)
Maryland Aviation Admin (State)	\$ - (<i>Non participation</i>)
Airport Capital Reserve Fund/BOCC	\$38,256.00 (10%)
Total	\$382,551.00

DISCUSSION: The TWY C / RWY 02-20 project is included in the Capital Improvement Plan – Airport Infrastructure Grant RUN020.

FISCAL IMPACT:

- \$38,256.10 in applicant/local matching funds.

CONCURRENCES: Budget and Finance

ALTERNATIVES: N/A

ATTACHMENTS: FAA grant application packages including ADCI proposal.

AUDIO/VISUAL TO BE USED: N/A



June 27, 2023

Mr. Kyle Allison, PE
Airport Engineer
Federal Aviation Administration (FAA)
Washington Airports District Office
13873 Park Center Road, Suite 490S
Herndon, VA 20171

Sent electronically to: Kyle.Allison@faa.gov

Re: Application for Federal Assistance
Rehabilitate Runway 2/20, Phase 1 – Design and
Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design
Hagerstown Regional Airport (HGR)
FAA AIP No. 3-24-0019-(Pending)

Dear Mr. Allison:

It is with pleasure and great anticipation that the Board of County Commissioners of Washington County, Maryland is forwarding the original Executed Application for Federal Assistance and one copy of Parts II, III, and IV of FAA Form 5100-100 for the referenced project at the Hagerstown Regional Airport. Also included is a copy of the Sponsor Grant Application Package Checklist in accordance with Standard Operating Procedure (SOP) 6.0 and the other items required by the Checklist.

The Board of County Commissioners of Washington County, Maryland hereby commits to providing the required local share for this Project and would like to thank the FAA for its continued assistance. We look forward to the successful completion of this much needed project.

Should you have any questions or need additional information, please feel free to contact me at (240) 313-2764 or ndoran@washco-md.net. Thank you for the support of our airport!

Sincerely,

Neil R. Doran, C.M., A.C.E.
Airport Director

Enclosure

cc: Danielle Gilbert, WADO
Sean Hammer, MAA
Mahesh Kukata, ADCI

18434 Showalter Road | Hagerstown, MD 21742 | P: 240.313.2777 | F: 301.791.2590

flyHGR.com

SPONSOR GRANT APPLICATION PACKAGE CHECKLIST

AIRPORT NAME: Hagerstown Regional-Richard A Henson Field Airport (HGR)

PROJECT:

Rehabilitate Runway 2/20, Phase 1 – Design; Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design

APPLICATION for FEDERAL ASSISTANCE (SF 424)

**of PART II, PART III & PART IV (FAA Form 5100-100) for Development/Land/ Equipment
or PART II, PART III & PART IV (FAA Form 5100-101) for Planning**

Attached

Check Funding %	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Bids/Agreement Costs Match:	<input checked="" type="checkbox"/>		
FAA Form 5100-100, Part III			
Administrative Cost Breakout Attached	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Cost of Each Project	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Program Narrative Part IV (FAA 5100-100) (accurate project title to include phase # and PCI)	<input checked="" type="checkbox"/>		
Project Sketch (clearly identifies project)	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

PLEASE PROVIDE ONE COPY OF THE FOLLOWING AND LABEL EACH DOCUMENT

SPONSOR CERTIFICATION FORMS (check the forms attached, as appropriate)

Drug-Free Workplace (required for all grants)	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Conflicts of Interest (required for all grants)	<input checked="" type="checkbox"/>		
Construction Project Final Acceptance	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Equipment and Construction Contracts	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Project Plans and Specifications	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Real Property Acquisition	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Selection of Consultants	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

PROJECT LABOR AGREEMENT (PLA)

	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
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LAND – Easement ☐ Acquisition ☐

Updated Exhibit A ☐

Land Cost Breakout ☐

Certificate of Clear Title ☐

	N/A	<input checked="" type="checkbox"/>
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CONSTRUCTION MANAGEMENT PLAN

	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
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BID TABS - Attached

	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
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NEGOTIATED AGREEMENT -

Planning/Design <input checked="" type="checkbox"/> Construction Services <input type="checkbox"/>	<input type="checkbox"/>	N/A	<input type="checkbox"/>
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FORCE ACCOUNT WORK AGREEMENT -

Force Account Approval Letter - Attached <input type="checkbox"/>	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
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SCOPE OF WORK - Attached

Planning/Design projects <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Land Acquisition (includes Exhibit A update) <input type="checkbox"/>	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>

IFE (Attached) -

Planning/Design <input checked="" type="checkbox"/> Construction Services <input type="checkbox"/>	<input type="checkbox"/>	N/A	<input type="checkbox"/>
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EXHIBIT A (Attached) -

☒ *Current Exhibit A on File with FAA WADO.*

VALE/ZEVE – Application Approved

	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
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EQUIPMENT PURCHASES –

Using State or Local Contracts <input type="checkbox"/>	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
(the signed certification form must be attached)			
Based on bids/negotiated contract <input type="checkbox"/>	<input type="checkbox"/>		

SPONSOR CERTIFICATIONS

Drug-Free Workplace

Airport Improvement Program Sponsor Certification

Sponsor: **Board of County Commissioners of Washington County, Maryland**

Airport: **Hagerstown Regional Airport (HGR)**

Project Number: **3-24-0019-(Pending)**

Description of Work: **Rehabilitate Runway 2/20, Phase 1 – Design; Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design**

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition(2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction(2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b))will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: **Hagerstown Regional Airport**

Address: **18434 Showalter Road, Hagerstown, Maryland 21742**

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: **Board of County Commissioners of Washington County, Maryland**

Name of Sponsor's Authorized Official: **Neil R. Doran, C.M., A.C.E.**

Title of Sponsor's Authorized Official: **Airport Director**

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: **Board of County Commissioners of Washington County, Maryland**

Airport: **Hagerstown Regional Airport (HGR)**

Project Number: **3-24-0019-(Pending)**

Description of Work: **Rehabilitate Runway 2/20, Phase 1 – Design; Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design**

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting “yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.
☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: **Board of County Commissioners of Washington County, Maryland**

Name of Sponsor's Authorized Official: **Neil R. Doran, C.M., A.C.E.**

Title of Sponsor's Authorized Official: **Airport Director**

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: **Board of County Commissioners of Washington County, Maryland**

Airport: **Hagerstown Regional Airport (HGR)**

Project Number: **3-24-0019-(Pending)**

Description of Work: **Rehabilitate Runway 2/20, Phase 1 – Design; Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design**

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☐ Yes ☐ No ☒ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: **Board of County Commissioners of Washington County, Maryland**

Name of Sponsor's Authorized Official: **Neil R. Doran, C.M., A.C.E.**

Title of Sponsor's Authorized Official: **Airport Director**

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: **Board of County Commissioners of Washington County, Maryland**

Airport: **Hagerstown Regional Airport (HGR)**

Project Number: **3-24-0019-(Pending)**

Description of Work: **Rehabilitate Runway 2/20, Phase 1 – Design; Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design**

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☐ Yes ☐ No ☒ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor: **Board of County Commissioners of Washington County, Maryland**

Name of Sponsor's Authorized Official: **Neil R. Doran, C.M., A.C.E.**

Title of Sponsor's Authorized Official: **Airport Director**

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

APPLICATION FOR FEDERAL ASSISTANCE

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

4. Applicant Identifier:

HGR

5a. Federal Entity Identifier:

3-24-0019

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Board of County Commissioners of Washington County, Maryland

*b. Employer/Taxpayer Identification Number (EIN/TIN):

52-6001037

*c. UEI:

L5PZDUJ9GEJ3

d. Address:

*Street 1: 100 West Washington Street

Street 2: _____

*City: Hagerstown

County: Washington

*State: Maryland

Province: _____

*Country: USA: United States

*Zip / Postal Code 21740

e. Organizational Unit:

Department Name:

Hagerstown Regional Airport

Division Name:

n/a

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.

*First Name: Neil

Middle Name: R.

*Last Name: Doran

Suffix: C.M., ACE

Title: Airport Director

Organizational Affiliation:

Hagerstown Regional Airport

*Telephone Number: (240) 313-2764

Fax Number: (240) 313-2331

*Email: ndoran@washco-md.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Rehabilitate Runway 2/20, Phase 1 – Design; Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: MD-006

*b. Program/Project: MD-006

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 03/28/2023

*b. End Date: 12/31/2024

18. Estimated Funding (\$):

*a. Federal	\$344,295.00
*b. Applicant	\$38,256.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$382,551.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Neil

Middle Name: R.

*Last Name: Doran

Suffix: C.M, ACE

*Title: Airport Director

*Telephone Number: (240) 313-2764

Fax Number: (240) 313-2331

* Email: ndoran@washco-md.net

*Signature of Authorized Representative:

*Date Signed:



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II – SECTION A

The term “Sponsor” refers to the applicant name provide in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an approved PFC application.

If included in an approved PFC application,

does the application only address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

Part II – SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The sponsor is compliant with Washington County zoning ordinances and works with The Board of County Commissioners of Washington County regarding compatibility.

2. Defaults - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

N/A.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Applicable SWM and E&S Design will be incorporated and approval will be obtained from Washington County and SCD.

OMB CONTROL NUMBER: 2120-0569
OMB EXPIRATION DATE: 6/30/2023

PART II - SECTION C (Continued)

9. Exclusive Rights - There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Sponsor maintains property interest as depicted within the property table on the Exhibit "A" property map which is on file at the Washington ADO.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A.

¹ State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL			
1. Federal Domestic Assistance Catalog No..... <u>20-106</u>			
2. Functional or Other Breakout <u>Airport Improvement Program</u>			
SECTION B -CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-)Amount (Use only for revisions)	Total Amount Required
1. Administration expense	\$	\$	\$0.00
2. Preliminary expense			\$2,500.00
3. Land, structures, right-of-way			\$0.00
4. Architectural engineering basic fees			\$380,051.00
5. Other Architectural engineering fees			\$0.00
6. Project inspection fees			\$0.00
7. Land development			\$0.00
8. Relocation Expenses			\$0.00
9. Relocation payments to Individuals and Businesses			\$0.00
10. Demolition and removal			\$0.00
11. Construction and project improvement			\$0.00
12. Equipment			\$0.00
13. Miscellaneous			\$0.00
14. Subtotal (Lines 1 through 13)			\$382,551.00
15. Estimated Income (if applicable)			\$0.00
16. Net Project Amount (Line 14 minus 15)			\$382,551.00
17. Less: Ineligible Exclusions			\$0.00
18. Subtotal (Lines 16 through 17)			\$382,551.00
19. Federal Share requested of Line 18			\$344,295.00
20. Grantee share			\$38,256.00
21. Other shares			\$0.00
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$	\$	\$382,551.00

SECTION C - EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	\$0.00
b.	
c.	
d.	
e.	
f.	
g. Total	\$
SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	\$0.00
b. Mortgages	\$0.00
c. Appropriations (By Applicant)	\$38,256.00
d. Bonds	\$0.00
e. Tax Levies	\$0.00
f. Non Cash	\$0.00
g. Other (Explain)	\$0.00
h. TOTAL - Grantee share	\$38,256.00
23. Other Shares	Amount
a. State	\$0.00
b. Other	\$0.00
c. TOTAL - Other Shares	\$0.00
26. TOTAL NON-FEDERAL FINANCING	\$0.00
SECTION E – REMARKS (Attach sheets if additional space is required)	

PART VI - PROGRAM NARRATIVE

PROJECT: Rehabilitate Runway 2/20, Phase 1 – Design; Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design

AIRPORT: Hagerstown Regional Airport (HGR)

1. Objective:

Rehabilitate Runway 2/20, Phase 1 – Design

This project includes reconstruction and/or rehabilitation of existing Runway 2/20 outside the limits of Runway 9/27. This Runway is 3,165 feet long by 100-foot-wide and is a Runway Design Code (RDC) B-II-VIS. Runway 2/20 at HGR serves as the crosswind runway and accommodates general aviation aircraft and helicopter operations. It intersects HGR's primary runway (Runway 9/27) near the midpoints of each runway and is served by parallel Taxiway C and connector Taxiways C1, C2, F, A, and M. It is anticipated that the Project will include mill and overlay, crack repair, deeper patch repairs as needed, edge lighting replacement on existing base cans, airfield signage replacement on existing sign bases, supplemental wind cone replacement on existing foundations, the replacement of the cables (in existing can and conduit system) and Constant Current Regulator (inside the existing electrical vault) for the Runway 2-20 circuit and new surface painted markings. The overall average PCI for the area is a 64. This project is on the Approved ALP from February 2017. CATEX determination was received March 21, 2023.

Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design

This Project is for the design and bidding phases of a project to rehabilitate the existing pavement within the Taxiway C Object Free Area (OFA) adjacent to the West Apron and T-Hangars at the Airport. Taxiway C is the full-length parallel Taxiway to Runway 2-20. The Object Free Area (OFA) pavement provides direct access for the Fixed Based Operator (FBO), Flight School, Medivac, other Hangar/T-Hangar tenants, to the airfield and for other based/itinerant traffic to the self-serve fueling station. Per the 2019 Pavement Management Plan (PMP), the existing pavement section is 4-6 inches of P-401 Hot Mix Asphalt (HMA) on 8-12 inches of P-209 Crushed Aggregate Base Course (CABC) and a small portion of the work area was last rehabilitated in 2008. It is anticipated that the Project will include isolated full depth repairs, a mill and overlay, crack repair, and new surface painted markings. The overall average PCI for the area is a 69. This project is on the Approved ALP from February 2017. CATEX determination was received March 21, 2023.

2. Benefits Anticipated:

These projects will reconstruct/rehabilitate the existing pavement and increase operational safety at the airport. Under their current degraded condition, the existing taxiway is at high risk of creating potential FOD and damaging aircraft.

3. Approach: (See approved Scope of Work in final Application)

Milestones:

Design Complete: March 2024

FAA Approval to Advertise: April 2024

Bid Opening: May 2024

Key Entities:

Design Engineer: ADCI

4. Geographic Location:

The Project is located on the Hagerstown Regional Airport located in Washington County, Maryland.

5. If Applicable, Provide Additional Information:

N/A.

6. Sponsor's Representative: (include address & telephone number)

Neil R. Doran, C.M., A.C.E., Airport Director

Hagerstown Regional Airport

18434 Showalter Road

Hagerstown, Maryland 21742

Tel: (240) 313-2764

PROJECT COST SUMMARY

Hagerstown Regional Airport - Richard A. Henson Field

Grant 3-24-0019-070-2023

Cost Summary 6/6/2023

Rehabilitate Runway 2/20, Phase 1 – Design and Bidding

Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design

Item Description			Cost
Airport Design Consultants Inc - Rehabilitate Runway 2/20, Phase 1 – Design			\$321,491.00
Airport Design Consultants Inc - Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design and Bidding			\$58,560.00
Washington County - Admin Costs			\$0.00
C&S Engineers - Independent Fee Estimate			\$2,500.00

Grand Total: \$382,551.00

FAA (90%): \$344,295.00

MAA (5% of Construction Cost): \$0.00

HGR: \$38,256.00

NEGOTIATED AGREEMENTS

- 1. TO# 13 – Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design and Bidding Phase Services (ADCI)**
- 2. TO# 14 – Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services (ADCI)**



U. S. Department
of Transportation
**Federal Aviation
Administration**

WASHINGTON AIRPORTS DISTRICT OFFICE
13873 Park Center Road, Suite 490S
Herndon, Virginia 20171
Telephone: 703/487-3980
Fax: 703/487-3982

March 28, 2023

Email Only

Mr. Neil Doran
Airport Director
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, MD 21742

Re: Hagerstown Regional Airport
Task Order No. 13
Rehabilitate Taxiway C OFA (Design)
AIP# 3-24-0019-(pending)

Dear Mr. Doran:

We received your correspondence transmitting the March 23, 2023, professional services agreement for the design and bidding of the subject project. We concur with this task order, subject to the limitations of the future grant agreement, as follows:

Design and Bidding Phase Services \$ 58,560 (**Lump Sum**)

Our concurrence with this agreement is based on Washington County's recommendation and determination of the reasonableness of the proposed fees. Any changes in scope or additional services affecting the engineering costs should be coordinated with us prior to execution. The reasonableness of incurred engineering costs will be reviewed upon completion of the project. Please provide a copy of the fully executed agreement for our files.

If you have any questions or if I can assist you in any way, do not hesitate to call.

Sincerely,

**KYLE F
ALLISON**

Digitally signed by KYLE F
ALLISON
Date: 2023.03.28 08:44:39
-04'00'

Kyle F. Allison, P.E.
Washington Airports District Office

cc: Ashish Solanki, MAA (via email)
Mahesh Kukata, ADCI (via email)



March 23, 2023

Kyle F. Allison
Federal Aviation Administration (FAA)
Washington Airports District Office
13873 Park Center Road, Suite 490S
Herndon, VA 20171
(703) 487-3975
Kyle.allison@faa.gov

**RE: Reasonableness of Cost Determination
Task Order #13 – Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design
and Bidding Phase Services
Hagerstown Regional Airport (KHGR)**

Dear Mr. Allison (Kyle):

Based on the comments received from your office on March 22, 2023, we are hereby submitting for your review a revised copy of the Task Order #13 Proposal prepared by Airport Design Consultants, Inc. (ADCI) for the Design and Bidding Phases only of the referenced Project. This Proposal is based on the discussions held regarding the Scope of the Project and recent environmental CATX Approval by your office on March 21, 2023. The scope of work and consultant's fee proposal are attached and are hereby submitted to the FAA for your review and concurrence. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14E have been followed.

Should you have any questions or need additional information, please feel free to contact me at (240) 313-2764 or ndoran@washco-md.net. Thank you for the support of our airport!

Sincerely,


Neil R. Doran, C.M., A.C.E.
Airport Director

TASK ORDER NO: 13
PROFESSIONAL SERVICES AGREEMENT: PUR-1450



PROJECT TITLE:	Taxiway C OFA Rehabilitation, Phase 1 - Design and Bidding
AIRPORT:	Hagerstown Regional Airport – Richard A. Henson Field
PROJECT NO:	PUR-1450; TO #13; Purchase Order (PO) pending FAA Grant issuance
DATE OF ISSUANCE:	Pending FAA Grant Issuance
ATTACHMENTS:	
METHOD OF PAYMENT:	Design/Bidding - Lump Sum Construction - N/A
TASK ORDER AMOUNT:	Design/Bidding - \$ 58,560 Construction - N/A
PROJECT DESCRIPTION:	See the attached ADCI's Scope of Work and Price Proposal dated March 22, 2023.

The original Agreement for Professional Services between Board of County Commissioners of Washington County, Maryland (County) and Airport Design Consultants, Inc. (ADCI) for professional services at the Hagerstown Regional Airport – Richard A. Henson Field (HGR) dated January 27, 2020 and amended/restated agreement dated January 27, 2021 shall govern all task orders executed under this agreement unless modified in writing and agreed to by the County and ADCI. The original Federal Contract Provisions have been updated and are being replaced with those included in Attachment A to this Task Order Proposal.

ACCEPTED

by: _____

Mahesh S. Kukata, P.E
Vice President
Airport Design Consultants, Inc
6031 University Blvd, Suite 330
Ellicott City, MD 21043

APPROVED

by: _____

Neil Doran, C.M, ACE
Airport Director
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, MD 21742

March 23, 2023

2023-HGR-1303

Mr. Neil Doran, C.M, ACE
Airport Director
Hagerstown Regional Airport – Richard A. Henson Field
18434 Showalter Road
Hagerstown, Maryland 21742

Sent electronically to: ndoran@washco-md.net

Reference: Taxiway C Object Free Area (OFA) Rehabilitation, Phase 1 – Design and
Bidding Phase Services (Task Order No. 13)
Scope of Work and Price Proposal
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Doran:

Airport Design Consultants, Inc. (ADCI) is pleased to submit this proposal to the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (County) to provide Professional Engineering Services associated with the Taxiway C OFA Rehabilitation, Phase 1 Project at the Hagerstown Regional Airport – Richard A. Henson Field (HGR).

Whereas, the County and ADCI entered into an Agreement (PUR-1450) for ADCI to provide Professional Services that was originally executed on January 27, 2020. All of the terms and conditions of the Agreement, as amended and restated on January 27, 2021, remain in full effect and apply to this Specific Project Proposal with the exception of the Federal Contract Provisions contained therein. Those provisions are considered null and void and, by execution of this Proposal, shall be replaced with the current applicable required Federal Contract Provisions, dated 11/17/2022 and editorially updated 1/23/2023. The applicable Federal Provisions are included as Attachment A to this Proposal.

For this task, the following subconsultants will assist us:

- Field Topographic Survey – Triad Engineering, Inc.
- Geotechnical Investigations – Triad Engineering, Inc.

6031 University Blvd, Suite 330
Ellicott City, MD 21043
410.465.9600
Fax 410.465.9602

www.adci-corp.com



Mr. Neil Doran, C.M, ACE

March 23, 2023

Page 2 of 7

Whereas, the County and ADCI in their mutual covenants herein agree in respect to the scope of work and price proposal for the referenced Project as set forth below:

A. DESCRIPTION OF WORK

Background Information

This Project is for the design and bidding phases of a project to rehabilitate the existing pavement within the Taxiway C Object Free Area (OFA) adjacent to the West Apron and T-Hangars at the Airport. Taxiway C is the full-length parallel Taxiway to Runway 2-20. The Object Free Area (OFA) pavement provides direct access for the Fixed Based Operator (FBO), Flight School, Medivac, other Hangar/T-Hangar tenants, to the airfield and for other based/itinerant traffic to the self-serve fueling station. Per the 2019 Pavement Management Plan (PMP), the existing pavement section is 4-6 inches of P-401 Hot Mix Asphalt (HMA) on 8-12 inches of P-209 Crushed Aggregate Base Course (CABC) and a small portion of the work area was last rehabilitated in 2008. It is anticipated that the Project will include isolated full depth repairs, a mill and overlay, crack repair, and new surface painted markings.

Pavement Evaluation

A functional and structural evaluation of the Taxiway C's pavement condition was performed in 2019 as part of the overall PMP. The outcome of the functional condition evaluation of a pavement is the Pavement Condition Index (PCI) which is a numerical rating scale from 0-100 and provides a measure of the pavement's functional surface condition. The PCI of Taxiway C OFA pavement was estimated to be 78, when averaging the Sections. The outcome of the structural evaluation of a pavement is the Pavement Classification number (PCN) which is an indicator of the load carrying capacity of the pavement and indicates a pavement's ability to support an aircraft that has an Aircraft Classification number (ACN) value equal to or less than the PCN value. The ACN is a number that expresses the relative structural load of an aircraft on a pavement. The PCN of Taxiway C OFA was determined to be 26. For Taxiway C OFA, this means that the pavement cannot support repeated loadings of Aircraft that have an ACN of 26 or higher.

A further investigation was conducted in January of 2023 to calculate updated PCI's for the pavement. Based on our updated visual inspection, the new overall average PCI for the area is a 69. Using the methodology outlined in the 2019 PMP, referencing criteria set forth in ASTM D5340-12, a PCI of 69 indicates that the pavement is in FAIR Condition and has a combination of generally low- and medium-severity distresses. Near-term maintenance and repair needs for pavements in this range may range from routine to major. As outlined in the PMP, when a pavement nears the bottom of the Fair Range it hits the Critical PCI; where after the costs to extend the life of the pavement begin to increase exponentially with time.



Mr. Neil Doran, C.M, ACE

March 23, 2023

Page 3 of 7

B. PROFESSIONAL ENGINEERING SERVICES

Professional Engineering Services to be performed under this task will be as detailed below.

1. Project Management

ADCI will provide project management services throughout the course of the project. These services shall include:

- a. Proposal Preparation. Attend one (1) project scoping/pre-design meeting, prepare the Scope of Work and assist the County in satisfying the requirements of Grant Offer to receive grant funding for this Project.
- b. Airspacing. Completion and submission of several FAA Form 7460-1's for the critical Construction Equipment and one for the Construction Safety and Phasing Plan (CSPP).
- c. Project Administration. Throughout the course of the project ADCI shall provide the following administrative services:
 1. Provide all necessary coordination with appropriate State and Local agencies, including correspondence, telephone contact, memorandums and a maximum of one (1) meeting(s) or conference(s). Such coordination shall be provided during the period covered by the agreed upon schedule for completion of the Project.
 2. Prepare one (1) Federal Grant Application for County Review and submittal to FAA/MAA, including all correspondence and communications related thereto.
 3. Assist County with Quarterly Performance Reporting, as required.
 4. Assist County with Annual Financial Reporting, as needed.
- d. FAA/MAA Pay Requests. Consult with County, FAA and MAA to determine any specific requirements, conditions or limitations relative to the Project and incorporate them in revised estimates and documentation.
 1. Assist County in the preparation of Requests for Reimbursement from the Federal and State Agencies during the duration of the Project, with legal assistance provided by the County. Prepare pay request summary spreadsheet, project summary spreadsheet and documentation for County's use in submitting monthly pay requests.
- e. Internal QA/QC Review. Engineer's Senior Engineer and Senior Project/Construction Manager will perform an Independent Technical Quality Assurance/Control Review of the Documents prior to submitting them to the County/Agencies for each submittal and prior to approval to advertise the Project for Bidding.



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2. Design Phase Services

- a. Prepare for and attend one (1) project Kickoff meeting with personnel from the County, HGR, MAA – ORAA, ATCT and FAA – WADO to discuss the overall project scope, work schedule, airport operational safety, contract relationships, contract time, utility interface, project coordination, design investigations, and other project specific items. Prepare and distribute meeting minutes.
- b. Obtain and review as-built drawings of Projects relating this this Project for details of past construction, utilities, etc.
- c. Obtain field surveys and prepare base drawings.
- d. Conduct geotechnical investigations to supplement the existing pavement and soils information from the 2018 PMP. It is anticipated that borings will be taken at five (5) locations.
- e. Conduct a pavement condition analysis to update types and extents of distresses from the PMP.
- f. Complete pavement design, in accordance with FAA AC 150/5320-6G, Airport Pavement Design and Evaluation, based on the anticipated fleet mix/forecast for the 20-year design life utilizing FAARFIELD Software.
- g. Determine the limits of full depth and partial depth rehabilitation areas.
- h. Prepare construction documents including but not limited to General Project Layout, Construction Safety and Phasing Plans, Demolition Plans, Paving and Geometry Plans, Paving Details, Grading and Drainage Plans and Details (if necessary), and Pavement Marking Plans and Details.
- i. Preparation of the general contract provisions, and technical specifications conforming to FAA AC 150/5370-10H.
- j. Design submittals will be made at Preliminary (30%), Pre-Final (90%) and the final stages (100% or bid ready plans) of completion. Plans and specifications will be submitted to the County, HGR, MAA – ORAA and FAA - WADO for review and comment.
- k. Prepare for and attend design review meetings after the 30%, 90% and Final submittals.
- l. Preparation and assembly of Instructions and Invitations to Bidders, General Provisions, Special Provisions, Contract Forms, and Bid Forms.
- m. Preparation of Engineer's Opinion of Probable Cost (EOPC) and design report. Cost estimates will be based on unit prices from recent projects at the Airport and in the vicinity.



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- n. At the 90% design submittal level, submit Construction Safety and Phasing Plans to FAA for review and approval (of the airspace case).

3. Bid Phase Services

Following final approval of plans and specifications by the County, bidding services will commence and will include the following services:

- a. Bid Document Distribution. Prepare electronic PDF copies of the As-Bid documents for distribution to the County, HGR, FAA, MAA and prospective bidders.
- b. Pre-Bid Meeting. Schedule, prepare for, and conduct one (1) Pre-Bid Meeting between County, HGR, FAA, MAA, prospective bidders, and other agencies. The Pre-Bid Meeting will be conducted in accordance with FAA AC 150/5370-12B, Quality Management for Federally Funded Airport Construction Projects, to discuss project scope, work schedule, funding, airport operational safety, contract requirements, and other project specific items. Prepare and distribute meeting notes in an Addendum.
- c. Bid Addendum(s). Preparation of responses to bidder's questions and requests for clarifications as appropriate to interpret, clarify or expand the Bidding Documents. Preparation of all required addenda and coordination with the Purchasing Department.
- d. Bid Opening, Tabulation and Recommend Award. Attend one (1) Bid Opening. Prepare the Bid Tabulation and transmit it to the County, HGR, FAA, MAA and Bidders. Prepare the Recommendation of Award and transmit to the County for their consideration in offering award.
- e. Conformed Documents Preparation. Coordinate and assemble Construction Contracts (Agreements, Bonds and Insurances) and submit executed Contract Information to Funding Agencies. Incorporate completed bid proposal forms, executed contracts, bonds, insurance certificates, and all addenda into a Conformed set of Contract Documents. The Conformed Documents will be transmitted electronically to the County, HGR, FAA, MAA and Contractor. Three (3) full-sized sets, or as prescribed in the contract documents, will be printed for the Contractor.

C. ITEMS NOT INCLUDED

Items not included in this contract include:

- 1. Payment of permit fees for the proposed improvements.
- 2. Supervision of the Contractor's workforce.
- 3. Claims analysis, resolution, or arbitration.



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D. ITEMS FURNISHED BY HGR

HGR will assure the following:

1. Authorization for ADCI personnel to act on behalf of HGR.

E. COMPENSATION

For the Professional Engineering Services described in **Paragraph B** above, we request compensation on a **Lump Sum Fee** basis. Billing will be based on approximate percentage of work completed. The cost of these services is **\$58,560**.

A list of tasks, including list of drawings and breakdowns of the man-hours and costs required for the project are attached.

F. SCHEDULE

ADCI anticipates the following design and bid procurement completion schedule for this project relative to Notice-to-Proceed. A design grant is anticipated from the FAA for FFY 2023; therefore, the design/bid process will be completed and an FAA Grant Application submitted by June 2023.

Preliminary Design	NTP + 30 Calendar Days
<i>Survey</i>	<i>NTP + 30 Calendar Days</i>
<i>Geotechnical Results</i>	<i>NTP + 30 Calendar Days</i>
30% Submittal	NTP + 45 Calendar Days
90% Submittal	NTP + 75 Calendar Days
100% Submittal/Bid Documents	NTP + 120 Calendar Days
Bid Phase	30 Calendar Days

G. AUTHORIZATION

ADCI will proceed on this project immediately upon receipt of the written Notice-to-Proceed and a purchase order to include this work under the executed Agreement by the County/HGR. Thank you for the opportunity to submit this Proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

ADCI

A handwritten signature in blue ink, appearing to read "Mahesh S. Kukata".

Mahesh S. Kukata, PE
Vice President



Mr. Neil Doran, C.M, ACE

March 23, 2023

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Attachments

L:\Proposals\HGR\2023-HGR-1303 Taxiway C OFA Rehabilitation_TO_13\20230222 Proposal - HGR
Taxiway C Rehab 1303.docx

**Taxiway C OFA Rehabilitation
Hagerstown Regional Airport – Richard A. Henson Field
Design and Bid Phase Services**

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
Date Prepared: March 22, 2023
Total Budget Amount: \$58,560

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task
Project Management							
Proposal Preparation	1						1
Environmental Coordination (Documented CATX)	1			3			4
Prepare and Submit 7460s for Temporary Construction Objects to FAA for Review and Determination (2)				1		2	3
Project Administration	2						2
FAA/State Pay Requests (6)	3						3
Prepare Grant Application (1)	1						1
Requests for Reimbursements (3)	2						2
QA/QC Review of Submittals (3)	6						6
Preliminary Design							
Project Kick-off Meeting (1)	1			4			5
Record Document Collection and Review				4			4
Coordinate Field Topographic Surveys and Geotech Work				1			1
Obtain Survey and Set Up CAD Base Files				4		6	10
Pavement Design				2			2
Design Review Meeting (1)	1			3			4
30% Submittal							
TITLE SHEET				1		1	2
GENERAL PROJECT LAYOUT				1		2	3
GENERAL CONSTRUCTION AND SAFETY NOTES				4		4	8
CONSTRUCTION SAFETY AND PHASING PLANS (2)				8		16	24
CONSTRUCTION PHASING DETAILS AND NOTES (2)				5		10	15
DEMOLITION PLANS (2)				8		16	24
PAVING AND GEOMETRY PLANS (2)				8		16	24
TYPICAL SECTIONS AND PAVING DETAILS (1)				4		8	12
TAXIWAY PROFILES (2)				8		16	24
GRADING AND DRAINAGE PLANS (2)				8		20	28
PAVEMENT MARKING PLAN				2		4	6
PAVEMENT MARKING DETAILS				4		4	8
BORING LOCATION PLAN AND LOGS				4		2	6
Design Report (including construction schedule)	2			8		4	14
Preliminary Engineer's Opinion of Probable Cost (EOPC)	1			4			5
Submit 30% Documents - 5 Sets (Electronic Only)				4		4	8

**Taxiway C OFA Rehabilitation
Hagerstown Regional Airport – Richard A. Henson Field
Design and Bid Phase Services**

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
Date Prepared: March 22, 2023
Total Budget Amount: \$58,560

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task
Final Design - 90% Submittal							
TITLE SHEET						2	2
GENERAL PROJECT LAYOUT				1		2	3
SURVEY CONTROL PLAN				1		2	3
GENERAL CONSTRUCTION AND SAFETY NOTES				1		1	2
CONSTRUCTION SAFETY AND PHASING PLANS (2)				4		10	14
CONSTRUCTION PHASING DETAILS AND NOTES (2)				2		4	6
DEMOLITION PLANS (2)				4		5	9
PAVING AND GEOMETRY PLANS (2)				4		10	14
TYPICAL SECTIONS AND PAVING DETAILS (2)				4		10	14
TAXIWAY PROFILES (2)				2		4	6
GRADING AND DRAINAGE PLANS (2)				4		10	14
PAVEMENT MARKING PLAN				2		1	3
PAVEMENT MARKING DETAILS				1		1	2
Technical Specifications		2					2
Final Engineer's Opinion of Probable Cost (EOPC)		1		2			3
Design Report		1		2		2	5
Design Review Meeting (1)		1		2			3
Submit 90% Documents - 5 Sets (Electronic Only)				2		5	7

**Taxiway C OFA Rehabilitation
Hagerstown Regional Airport – Richard A. Henson Field
Design and Bid Phase Services**

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
Date Prepared: March 22, 2023
Total Budget Amount: \$58,560

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task
Final Design - 100% Submittal/Bid Documents							
100% Drawings							
Incorporate County, HGR, MAA and FAA - WADO Comments and Update Drawings				4		4	8
Design Review Meeting (1)	3						3
Submit 100%/Bid Documents - 5 Sets						4	4
Bid Phase Services							
Bid Document Distribution				1		3	4
Pre-Bid Meeting (1)	1			2			3
Bid Addendum(s) (1)	1			2		2	5
Attend the Bid Opening (1), Prepare Bid Tabulation and Recommend Award				2			2
Prepare bid tabulation and analyze bids	1			2			3
Prepare recommendation for contract award	1						1
Prepare confromed drawings - 3 Sets				1		4	5

Subcontracted Services	
Triad Engineering, Inc. – Field Topographic Survey	\$4,500
Triad Engineering, Inc. - Geotechnical Investigations	\$7,900
Total - Subcontracted Services:	\$12,400

Total Labor:	\$	16,295
<u>Overhead Cost (148.54%):</u>	<u>\$</u>	<u>24,205</u>
Subtotal:	\$	40,500
Fixed Fee (12%):	\$	4,860
Total with Overhead and Fixed Fee:	\$	45,360
Total Direct Expenses:	\$	800
<u>Total - Subcontracted Services:</u>	<u>\$</u>	<u>12,400</u>
Grand Total (Lump Sum (LS)):	\$	58,560

ATTACHMENT A – FEDERAL CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM PROJECTS

(Issued on January 20, 2023)

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A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

This notice applies to any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work, as defined by the U.S. Department of Labor (DOL), and exceeds \$10,000. Examples include installation of monitoring systems (e.g., noise, environmental, etc.). **N/A for this Proposal.**

~~1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.~~

~~2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:~~

Timetables

Goals for minority participation for each trade: ~~_____~~ **25.2%**

Goals for female participation in each trade: ~~_____~~ **6.9%**

~~These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.~~

~~The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.~~

~~3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address,~~

~~and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.~~

4. ~~As used in this notice and in the contract resulting from this solicitation, the “covered area” is~~ **Economic Area 020, Hagerstown, Washington County, Maryland.**

A3 BREACH OF CONTRACT TERMS

This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$250,000.

Any violation or breach of terms of this contract on the part of the **Consultant** or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide the **Consultant** written notice that describes the nature of the breach and corrective actions the **Consultant** must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to the **Consultant** until such time the **Consultant** corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the **Consultant** must correct the breach. Owner may proceed with termination of the contract if the **Consultant** fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

N/A for this Proposal.

~~The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.~~

~~The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.~~

~~The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer based products (including polyvinylchloride, composite building materials, and polymers used~~

~~in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.~~

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the

Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations. **N/A for this Proposal.**

~~1. Overtime Requirements.~~

~~No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~

~~2. Violation; Liability for Unpaid Wages; Liquidated Damages.~~

~~In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.~~

3. Withholding for Unpaid Wages and Liquidated Damages.

~~The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.~~

4. Subcontractors.

~~The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.~~

A9 COPELAND “ANTI-KICKBACK” ACT

This provision applies when Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair, as defined in 29 CFR Part 5, and it exceeds \$2,000. **N/A for this Proposal.**

~~Contractor must comply with the requirements of the Copeland “Anti Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.~~

A10 DAVIS-BACON REQUIREMENTS

This provision applies when Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair, as defined in 29 CFR Part 5, and it exceeds \$2,000. **N/A for this Proposal.**

1. Minimum Wages.

~~(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.~~

~~Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work~~

~~actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.~~

~~(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:~~

~~(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;~~

~~(2) The classification is utilized in the area by the construction industry; and~~

~~(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.~~

~~(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.~~

~~(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.~~

~~(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.~~

~~(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.~~

~~(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.~~

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH 347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime

contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of

~~the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.~~

~~(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.~~

~~(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.~~

~~5. Compliance with Copeland Act Requirements.~~

~~The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.~~

~~6. Subcontracts.~~

~~The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also~~

~~a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.~~

~~7. Contract Termination: Debarment.~~

~~A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.~~

~~8. Compliance with Davis Bacon and Related Act Requirements.~~

~~All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.~~

~~9. Disputes Concerning Labor Standards.~~

~~Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.~~

~~10. Certification of Eligibility.~~

~~(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR § 5.12(a)(1).~~

~~(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR § 5.12(a)(1).~~

~~(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.~~

A11 DEBARMENT AND SUSPENSION

This provision applies to covered transactions, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the **Board of County Commissioners of Washington County, Maryland** to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from the **Board of County Commissioners of Washington County, Maryland**. The prime contractor agrees further to return retainage payments to each subcontractor within **30** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Board of County Commissioners of Washington County, Maryland**. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to **this Proposal** (or an approved substitute DBE firm) without prior written consent of the **Board of County Commissioners of Washington County, Maryland**. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **Board of County Commissioners of Washington County, Maryland**. Unless the **Board of County Commissioners of Washington County, Maryland**

consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The **Board of County Commissioners of Washington County, Maryland** may provide such written consent only if the **Board of County Commissioners of Washington County, Maryland** agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the **Board of County Commissioners of Washington County, Maryland** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **Board of County Commissioners of Washington County, Maryland**, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the **Board of County Commissioners of Washington County, Maryland** should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the **Board of County Commissioners of Washington County, Maryland** may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 DISTRACTED DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS –

N/A (Sponsor Only)

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should

reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant

to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement hereby includes this FLSA provision.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

This provision applies to professional services that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include the installation of noise monitoring equipment. **N/A for this Proposal.**

~~(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.~~

~~(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.~~

~~(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.~~

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

Include this provision if the agreement includes procurement of a product that exceeds \$10,000. **N/A for this Proposal.**

~~Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:~~

- ~~1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or~~
- ~~2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.~~

~~The list of EPA designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.~~

~~Section 6002(c) establishes exceptions to the preference for recovery of EPA designated products if the contractor can demonstrate the item is:~~

- ~~a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;~~
- ~~b) Fails to meet reasonable contract performance requirements; or~~
- ~~c) Is only available at an unreasonable price.~~

A22 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings. **N/A for this Proposal.**

~~In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.~~

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or

conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

January 30, 2023

2023-HGR-1303

Mr. Ronald D. Bidle, Jr., Prof. LS
Survey Manager
Triad Engineering, Inc.
1075-D Sherman Avenue
Hagerstown, Maryland 21740

Sent electronically to: rbidle@triadeng.com

Reference: Taxiway C Object Free Area (OFA) Rehabilitation – Design and Bid
Phase Services
Request For Proposal – Design Survey
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Bidle:

Airport Design Consultants, Inc. (ADCI) is requesting a proposal from your firm to provide Design Ground Surveys for the above referenced project at the Hagerstown Regional Airport – Richard A. Henson Field (HGR). This project is for the design phase of a project to rehabilitate the existing pavement within the Taxiway C Object Free Area (OFA) adjacent to the West Apron at the Airport. The project will include isolated full depth repairs, a mill and overlay, crack repair, the application of a slurry seal coat and new airfield pavement markings. The proposed survey area is generally depicted on the enclosed **Exhibit A**.

SCOPE OF WORK

Item 1 – Design Survey

1. All topographical information including ground spot elevations, shall be provided to the limits shown on **Exhibit A** (approximately 4 Acres).
2. Locations of all utilities within the marked survey area (underground and above) shall be marked and identified, including, but not limited to sanitary sewer, water, gas, and electrical. Utility structures shall be given with top elevations and size/type of cover. Storm, sanitary and waterlines shall be traced to the next



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junction or appurtenance upstream and downstream outside the project limits. Triad will perform a design one-call with the Miss Utility System to have each utility company field locate and mark their service lines prior to survey, as required.

3. Drainage structure (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections) inside pipe diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to the next junction point outside the project limits.
4. Pavement joints in areas between visibly differing pavement sections shall be surveyed. In the areas of asphalt overlay on concrete pavement, the visible reflective cracking of the asphalt over the previously concrete pavement shall be surveyed to establish concrete joint pattern.
5. Proposed Boring Locations will be surveyed and marked in the field with the Boring Location Number. The surveyed locations and elevations shall be provided to ADCI for use by the Geotechnical Consultant.

Item 2 – Additional On-Call Design Survey

6. The cost for one (1) additional day of on-call design survey to be used upon ADCI's request shall be included separately. This shall include both field and office time. These services will be required on short notice to verify critical locations and/or elevations.

FORMAT

7. Horizontal and vertical control for this project shall be obtained using the Primary Airport Control Station (PACS) established at the Airport. The PACS designation is HGR AP STA B and the Point ID is JV7053. Horizontal control shall be referenced to the state plane coordinate system North American Datum (NAD) 83, latest adjustment at time of survey; as provided on the NGS Data Sheet. Vertical control shall be referenced to the North American Vertical Datum (NAVD) 88 datum. Reference all Ellipsoidal Heights to NAD83 (GRS 80) realization. The most recent National Geodetic Survey (NGS) GEOID model, shall be used. Spot elevations shall be given to $\nabla 0.01$ feet for paved sections and $\nabla 0.1$ feet for turfed sections. Locations of permanent items within the project limits shall be shown relative to "**Baseline C1**" (horizontal control $\nabla 0.05Y$).



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8. It is requested that two (2) files (AutoCAD Civil3D 2018 or later) containing the following information be submitted for our use:

File 1 – plan.dwg - Planimetric file. (All objects in this file shall have zero elevation.)

File 2 – cont.dwg - Contours file. This file should include contours, contour labels, spot information, breaklines and the Surface Triangulated Irregular Network (TIN) used to generate the contours.

- ➔ The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
- ➔ The grid pattern on the drawings shall be based on the State Plane Grid Coordinate System.
- ➔ No elevations shall be assigned to any lines or objects in the planimetrics file. Only contours, breaklines and spot elevations shall have elevations assigned to them.
- ➔ Provide contour mapping with a contour interval of 0.5 foot.
- ➔ All spots shall be on the appropriate layer and contain an attribute for elevation and point description.
- ➔ All contours shall be continuous polylines with intermediate and index layers. (Break contours for annotation only.)
- ➔ All text in the drawing file shall be standard (Arial font), sized to match “Leroy” standard templates (80, 100, 120, etc.) scaled for a 1”= 30’ plot scale.
- ➔ Drawing entities shall have color and linetype set “BYLAYER”.
- ➔ If any non-standard symbols are used in the drawing, provide a copy of the necessary code required to load and edit the drawing as submitted.
- ➔ No linework shall be broken in order to add specific “patterns” to create the look of a custom linetype. (An example of this would be breaking a line at specific intervals to add an “X” text object to distinguish a fenceline.) As stated, a copy of ADCI’s standard linetype definition file is included. If the surveyor



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is unable to use this linetype definition file, the "continuous" linetype should be used in place of ADCI's custom linetypes. No additional text items or symbols should be placed along the line to "approximate" a custom linetype.

9. It is also requested that a ASCII text point file be included for both the Planimetrics and Contours files and both should be in the format: point number, northing, easting, elevation, description (P,N,E,Z,D)

File 3: SPC.asc All points given in the State Plane Grid Coordinate System.

10. It is requested that a photographic record be kept of all monuments used and proposed monuments set as part of the performance of these services. Copies of these photographs shall be provided electronically in JPEG format.
11. All computer files (drawing files, ASCII points file, photographs, etc.) shall be submitted electronically.
12. Please prepare a proposal showing separate line-item cost each for **Items 1 and 2**.

GENERAL

13. If accepted, your proposal shall serve as a basis for a not-to-exceed contract directly with ADCI. The proposal should include a fee schedule, estimated workhours, anticipated non-salary cost and a "not-to-exceed" ceiling figure. **A copy of ADCI's standard Subconsultant Agreement and the Base Agreement with the Owner, that we are bound to, has been attached for your review.** If you have any comments please submit them prior to providing your proposal, otherwise it is assumed that you are willing to accept all of the terms and conditions presented therein.
14. As soon as your services are complete, your firm should invoice ADCI. Your invoice will then be included with the next ADCI invoice to the Owner. Payment for your services will be forwarded within fourteen (14) days upon receipt of payment from the Owner. (Receipt of payment from the Owner is dependent upon the Owner receiving funds from the applicable funding agencies.) In order to be included with the next ADCI invoice, your invoice should be received no later than the 25th of the month.
15. The invoice shall, at a minimum, include the following:
 - a. Project name
 - b. Airport name



Mr. Bidle
January 30, 2023
Page 5 of 6

- c. ADCI project number
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
16. If your company does not already possess an Airfield Security Badge for HGR, then at least one member of the survey party must attend a safety and security training class at the airport and apply for an Airport Identification (ID) Media badge to work in the secure areas of the airport. The training class takes about 1.5 hours and must be scheduled with the Airport Manager in advance. After taking the class, the persons to be badged must complete the badging application form. The applicants company is required to verify each applicant's previous ten year employment history prior to signing the application. Please allow 7-14 days to receive the required security clearance from the Transportation Security Administration (TSA). The required forms can be obtained by contacting the Airport Operations Manager.
17. All crews working in the active Aircraft Operation Area (AOA) shall have aviation band radios and monitor the Hagerstown Ground Frequency 120.8 MHz between the hours of 7:00 a.m. and 10:00 p.m. and Unicom Frequency 122.95 MHz at all other times. All activities on the airfield shall be coordinated with the Owner and the Engineer prior to the start of work. The work crews shall be prepared to clear the taxiway safety areas (TSAs) during aircraft operations as ordered by the Owner.
18. The ADCI Project Manager and Airport Operations Manager must be contacted prior to beginning any reconnaissance and/or field work inside and/or outside the Airport Security fence or adjacent properties. The contact information for the Airport Manager is as follows:
- | | |
|-----------------------------|---|
| Mr. Gene Bolanowski | Tel: (240) 313-2769 |
| Operations Manager | Cell: (386) 846-9118 |
| Hagerstown Regional Airport | Email: ebolanowski@washco-md.net |
| 18434 Showalter Road | |
| Hagerstown, MD 21742 | |
19. Since this project is funded by the Federal Government, please confirm that your firm is in compliance with the attached Title VI Assurances. As a requirement of these assurances, your firm shall be required to **sign and return** the enclosed *Certification for Contracts, Grants, Loans, and Cooperative Agreements*.



Mr. Bidle
January 30, 2023
Page 6 of 6

20. Companies whose employees perform work on the Airport shall have General Liability Insurance with a minimum coverage of \$1,000,000. You will be requested to provide a Certificate of Insurance when completing the Subconsultant Agreement.
21. If your firm is a **Disadvantaged Business Enterprise (DBE)**, provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.

ADCI is requesting your proposal on or before **February 3, 2023**. It is anticipated that a Notice-To-Proceed (NTP) for this work will be issued in the Summer/Fall of 2023. Upon receipt of the written NTP, it is requested that a copy of the electronic files for the requested surveys be forwarded to our office within thirty (30) calendar days for Item 1 and within fourteen (14) calendar days for Item 2.

If you should have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,

ADCI

A handwritten signature in blue ink, appearing to read "Mahesh S. Kukata", is written over a light blue rectangular background.

Mahesh S. Kukata, PE
Vice President

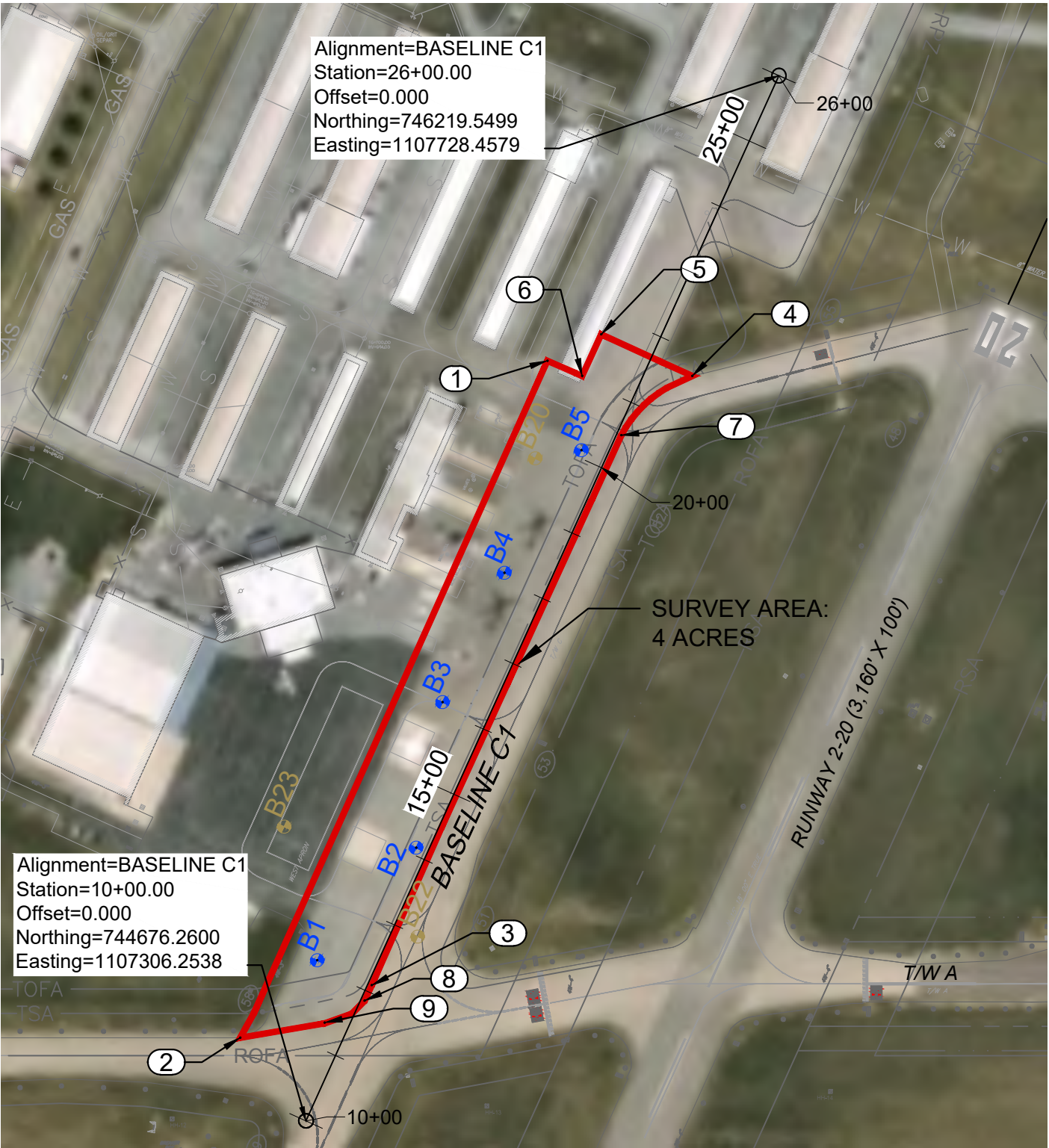
- Enclosures:
1. Exhibit A – Project Exhibit
 2. Sample Subconsultant Agreement and base Agreement with Owner
 3. Title VI Assurances
 4. Certification for Contracts, Grants, Loans, and Cooperative Agreements

SURVEY LIMIT TABLE		
POINT #	STATION	OFFSET
1	21+04.60	-130.29
2	10+67.98	-131.45
3	12+10.19	5.35
4	21+68.62	62.61
5	21+68.99	-77.15
6	21+05.22	-77.28
7	20+52.35	6.43
8	11+86.49	5.38
9	11+35.65	-32.84

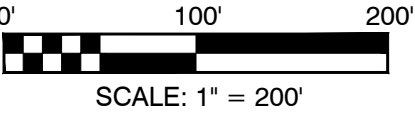
- NOTES:**
- ALL STATION AND OFFSET REFERENCES ARE TO "BASELINE C1".
 - ALL SURFACE FEATURES: LIGHT FIXTURES, PAVEMENT MARKING, UTILITIES, PAVEMENT BREAKS, PAVEMENT JOINTS, PAVEMENT LIMITS, SWALES/BREAKS IN GRADE, UTILITY INVERTS, AND ANY OTHER VISIBLE ITEMS WITHIN THE LIMITS SHOWN.
 - EXISTING GROUND SURVEY CAN BE COMPLETED BY DRONE AND SUPPLEMENTED WITH GROUND BASED TO PICK UP SURFACE FEATURES.
 - BORING LOCATIONS ARE APPROXIMATE. EXACT BORING LOCATIONS WILL BE PROVIDED PRIOR TO STARTING.

BORING LOCATION TABLE				
ID	NORTHING	EASTING	ELEV (FT)*	DEPTH (FT)
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B3	745282.7814	1107402.4675	-	10'
B4	745474.5687	1107459.3316	-	10'
B5	745660.2350	1107538.4591	-	10'

* ELEVATIONS TO BE PROVIDED BY SURVEYOR UPON COMPLETION OF FIELD SURVEY.



- LEGEND:**
- SURVEY AREA
 - APPROX. BORING LOCATION
 - EXISTING CORING LOCATION





AIRPORT DESIGN CONSULTANTS
6031 UNIVERSITY BLVD
SUITE 330
ELLICOTT CITY, MD 21043
PHONE/FAX: 410.465.9600/9601

DESIGNED: M.J.B.

DRAWN: Z.A.F.

CHECKED: M.P.P.

APPROVED: M.S.K.

REVISION No.	REVISION DATE	DESCRIPTION



PROJECT TITLE:
HGR TAXIWAY C OFA REHABILITATION

SHEET TITLE:
SURVEY AND BORING EXHIBIT

SCALE: AS SHOWN DATE: JANUARY 2023

FAA AIP No.:
-

SHEET No.:
EX-1

FILE NAME: O:\HGR\Projects\2023-1303 TWC\CAD\EXHIBITS\2023-01-18 TTY C Survey & Geotech Exhibit\C-SRVY-EB.dwg PLOTTED: Wednesday, January 18, 2023 - 12:50pm USER: ZForman

February 9, 2023

Ronald N. Morris, PE
Airport Design Consultants, Inc.
6031 University Boulevard, Suite 330
Ellicott City, MD 21043

RE: **Proposal for Professional Surveying Services**
Hagerstown Regional Airport Rehabilitation Project
Taxiway C Object Free Area (OFA)
Hagerstown, Maryland 21742
Triad Proposal No. 03-23-0109

Dear Mr. Morris:

Triad Engineering, Inc. (Triad) is pleased to provide a fee proposal for Professional Services associated with the project mentioned above. This proposal outlines our understanding of the project, describes our planned scope of services and contains the fee for our services.

PROJECT UNDERSTANDING

In accordance with your request for proposal, we understand that you are requesting a Design Ground Survey of Taxiway C Object Free Area (OFA) within the Hagerstown Regional Airport, consisting of approximately 4 acres. We also understand that this project is for the design and bidding phases to rehabilitate this area. Per your request and the provided RFP, the following scope of services is anticipated to assist in this project.

SCOPE OF SERVICES AND FEE

Design Ground (Topographic) Survey

Triad will establish survey control points based upon using the Primary Airport Control Stations (PACS) established at the Airport. If a different datum is preferred, survey control information will need to be provided. We will perform a field run topographic survey within the project area as described above. Triad will request a utility designation and marking through Miss Utility. Based on available information combined with utility markings and above ground evidence, an effort will be made to show, describe and label above ground and underground utilities. Extensive underground utility or private utility location is excluded.

The following is the required survey requirements in the RFP as provided by Airport Design Consultants, Inc.

SCOPE OF WORK

Item 1 – Design Survey

1. All topographical information including ground spot elevations, shall be provided to the limits shown on Exhibit A.
2. Locations of all utilities within the marked survey area (underground and above) shall be marked and identified, including, but not limited to sanitary sewer, water, gas, and electrical. Utility structures shall be given with top elevations and size/type of cover. Storm, sanitary and waterlines shall be traced to the next junction or appurtenance upstream and downstream outside the project limits. Triad will perform a design one-call with the Miss Utility System to have each utility company field locate and mark their service lines prior to survey, as required.
3. Drainage structure (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections) inside pipe diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to the next junction point outside the project limits.
4. Pavement joints in areas between visibly differing pavement sections shall be surveyed. In the areas of asphalt overlay on concrete pavement, the visible reflective cracking of the asphalt over the previously concrete pavement shall be surveyed to establish concrete joint pattern.
5. Proposed Boring Locations will be surveyed and marked in the field with the Boring Location Number. The surveyed locations and elevations shall be provided to ADCI for use by the Geotechnical Consultant.

~~Item 2 – Additional On-Call Design Survey~~

- ~~6. The cost for one (1) additional day of on-call design survey to be used upon ADCI's request shall be included separately. This shall include both field and office time. These services will be required on short notice to verify critical locations and/or elevations.~~

FORMAT

7. Horizontal and vertical control for this project shall be obtained using the Primary Airport Control Station (PACS) established at the Airport. The PACS designation is HGR AP STA B and the Point ID is JV7053. Horizontal control shall be referenced to the state plane coordinate system North American Datum (NAD) 83, latest adjustment at time of survey; as provided on the NGS Data Sheet. Vertical control shall be referenced to the North American Vertical Datum (NAVD) 88 datum.

Reference all Ellipsoidal Heights to NAD83 (GRS 80) realization. The most recent National Geodetic Survey (NGS) GEOID model, shall be used. Spot elevations shall be given to V0.01 feet for paved sections and V0.1 feet for turfed sections. Locations of permanent items within the project limits shall be shown relative to "Baseline R" (horizontal control V0.05□).

8. It is requested that three (3) files (AutoCAD Civil3D 2018 or later) containing the following information be submitted for our use:

File 1 – plan.dwg - Planimetric file. (All objects in this file shall have zero elevation.)

File 2 – cont.dwg - Contours file. This file should include contours, contour labels, spot information, breaklines and the Surface Triangulated Irregular Network (TIN) used to generate the contours.

- + The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
 - + The grid pattern on the drawings shall be based on the State Plane Grid Coordinate System.
 - + No elevations shall be assigned to any lines or objects in the planimetrics file. Only contours, breaklines and spot elevations shall have elevations assigned to them.
 - + Provide contour mapping with a contour interval of 0.5 foot.
 - + All spots shall be on the appropriate layer and contain an attribute for elevation and point description.
 - + All contours shall be continuous polylines with intermediate and index layers. (Break contours for annotation only.)
 - + All text in the drawing file shall be standard (Arial font), sized to match "Leroy" standard templates (80, 100, 120, etc.) scaled for a 1"= 30' plot scale.
 - + Drawing entities shall have color and linetype set "BYLAYER".
 - + If any non-standard symbols are used in the drawing, provide a copy of the necessary code required to load and edit the drawing as submitted.
 - + No linework shall be broken in order to add specific "patterns" to create the look of a custom linetype. (An example of this would be breaking a line at specific intervals to add an "X" text object to distinguish a fenceline.) As stated, a copy of ADCI's standard linetype definition file is included. If the surveyor is unable to use this linetype definition file, the "continuous" linetype should be used in place of ADCI's custom linetypes. No additional text items or symbols should be placed along the line to "approximate" a custom linetype.
9. It is also requested that a ASCII text point file be included for both the Planimetrics and Contours files and both should be in the format: point number, northing, easting, elevation, description (P,N,E,Z,D)

File 3: SPC.asc All points given in the State Plane Grid Coordinate System.

10. It is requested that a photographic record be kept of all monuments used and proposed monuments set as part of the performance of these services. Copies of these photographs shall be provided electronically in JPEG format.

11. All computer files (drawing files, ASCII points file, photographs, etc.) shall be submitted electronically.

FEES

The fees for our services have been based on the site-specific characteristics and the anticipated quantities of work.

Taxiway C Object Free Area (OFA) approximately 4 acres

Design Ground Survey.....	\$ 4,500
Additional On-Call Design Survey (One Additional Day).....	\$ 2,000

The following services are excluded.

1. FEMA Hydrology and Hydraulic studies or permitting.
2. National Environmental Policy Act (NEPA) Compliance.
3. Historical and Archaeological Studies.
4. Studies for Rare, Threatened, or Endangered Species.
5. Obtaining an approved jurisdictional determination from the USACE/MDE.
6. Consultation, Permitting, compensatory mitigation design, and/or mitigation monitoring for impacts to jurisdictional waters of the United States and/or waters of the State, including wetlands.
7. Attendance at monthly progress meetings.
8. Attendance at public meetings or hearings.
9. Applying for permits.
10. Boundary Surveys.
11. ALTA/NSPS Land Title Surveys.
12. Easement Description or Plat Preparation.
13. Title Search and Report.
14. Zoning Variances or Traffic Studies.

SCHEDULE

Triad will endeavor to complete the assigned tasks as efficiently as possible and provide all related deliverables to GHD within four to six (4 - 6) weeks of written notice to proceed. Circumstances may arise beyond our control that could result in delays.

AUTHORIZATION

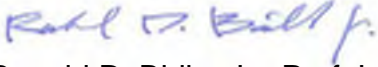
This proposal represents the entire understanding between Triad and the client in regard to the referenced project. If our scope of services and related fees are acceptable, please complete, sign, and return the attached Professional Services Agreement. Our receipt of the signed Professional Services Agreement will constitute formal notice to proceed.

This proposal shall remain open for acceptance for a period of 60 days from this date.

Triad Engineering appreciates the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

TRIAD ENGINEERING, INC.

A handwritten signature in blue ink, reading "Ronald D. Bidle, Jr.", is positioned above the printed name.

Ronald D. Bidle, Jr., Prof. LS
Survey Practice Leader

Attachments: Professional Services Agreement

January 30, 2023

2023-HGR-1303

Mr. Stephen J. Gyurisin
Geotechnical Services Manager
Triad Engineering, Inc.
1075-D Sherman Avenue
Hagerstown, Maryland 21740

Sent electronically to: sgyurisin@triadeng.com

Reference: Taxiway C Object Free Area (OFA) Rehabilitation – Design and Bid
Phase Services
Request For Proposal – Design Geotechnical Investigation
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Gyurisin:

Airport Design Consultants, Inc. (ADCI) is requesting a proposal from your firm to provide a Design Geotechnical Investigation in accordance with the requirements set forth in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5320-6G, Chapter 2, Soil Investigations and Evaluation for the above referenced Project at the Hagerstown Regional Airport – Richard A. Henson Field (HGR). This Project is for the design and bidding phases of a project to rehabilitate the existing pavement within the Taxiway C Object Free Area (OFA) adjacent to the West Apron at the Airport. A Pavement Management Program (PMP) was prepared in 2019 and the Sections being rehabilitated as part of this Project include West Apron-20, West Apron-30 and T-Hangar-10. The Project will include isolated full depth repairs, a mill and overlay, crack repair and the application of a slurry seal coat. The proposed boring layout is generally depicted on the enclosed **Exhibit A**.

SCOPE OF WORK

Item 1 – Design Geotechnical Investigation

1. It is anticipated that five (5) borings will be required in the Project area. The boring locations may be adjusted in the field as required to avoid existing utilities, structures, etc., and as recommended by the on-site geotechnical engineer. The

6031 University Blvd, Suite 330
Ellicott City, MD 21043
410.465.9600
Fax 410.465.9602

www.adci-corp.com



Mr. Gyurisin
January 30, 2023
Page 2 of 5

- approximate boring locations and requested depths are indicated on the attached **Exhibit A**. The Geotechnical Engineer shall include in the proposal and have the discretion of conducting one (1) additional boring based on observed field conditions.
2. For all borings, classification and depth of each soil group by the Unified Classification System (ASTM D2487 visual method) shall be recorded. The approximate depth of water table should be reported. Liquid limit, plastic limit and plasticity index (ASTM D4318), in-place moisture content (ASTM D2216), and sieve analysis (ASTM D422) of the existing soil materials shall be obtained in accordance with normal procedure as necessary to determine suitability for structural fill. The bearing pressure/capacity or correlation between blow count and bearing capacity should be reported.
 3. The geotechnical investigation report should include all test data, photographic records of pavement cores/test pits, existing underlaying geologic site conditions, recommendations concerning the quantity and quality of rock (if any), the suitability of the soil material for embankment, description/recommendations on the condition of the existing pavement structure, design CBR recommendations, equivalency factors for existing pavements versus new pavements, groundwater depth, frost depth, as well as any other pertinent recommendations. The report should be sealed by a registered professional engineer or professional geologist in the State of Maryland.
 4. Split spoon borings to a depth of ten (10) feet below the pavement subgrade will be required. The asphalt/PCC pavement shall be cored to preclude surface damage. The depth of each pavement layer shall be clearly noted. The approximate locations are shown on the enclosed **Exhibit A**.
 5. Bag samples shall be obtained to run two (2) soaked laboratory CBR's (ASTM 1883) at optimum moisture and modified proctor (ASTM D1557) compaction for the subgrade materials.
 6. All borings shall be refilled and firmly compacted at the completion of the field work each day. Pavement cores shall be filled with bituminous or PCC concrete and sealed. The field crew shall not leave the site until all borings have been checked by the Owner or their designated representative to assure satisfactory backfill and no settlement.
 7. All boring locations shall be reported with respect to the state plane coordinate system North American Datum (NAD) 83 and elevations shall be referenced to the North American Vertical Datum (NAVD) 88 datum. This information will be provided by ADCI based on a field survey conducted by another firm as part of this Project.



Mr. Gyurisin
January 30, 2023
Page 3 of 5

8. Notify Miss Utility System to have each utility company field locate and mark their service lines. The Miss Utility ticket number shall be identified in the report and provided to ADCI once obtained.
9. The intent of this geotechnical exploration program to provide ADCI with ample information to evaluate the in-situ subgrade materials and perform a pavement design that will be suitable to achieve an effective useful life of twenty (20) years under the anticipated loading conditions. Based on your professional experience and standard of care, if there are any other tests or requirements to help enable this effort please do not hesitate in contacting us to discuss them and subsequently include them in your proposal.

GENERAL

10. If accepted, your proposal shall serve as a basis for a not-to-exceed contract directly with ADCI. The proposal should include a fee schedule, estimated workhours, anticipated non-salary cost and a "not-to-exceed" ceiling figure. **A copy of ADCI's standard Subconsultant Agreement and the Base Agreement with the Owner, that we are bound to, has been attached for your review.** If you have any comments please submit them prior to providing your proposal, otherwise it is assumed that you are willing to accept all of the terms and conditions presented therein.
11. As soon as your services are complete, your firm should invoice ADCI. Your invoice will then be included with the next ADCI invoice to the Owner. Payment for your services will be forwarded within fourteen (14) days upon receipt of payment from the Owner. (Receipt of payment from the Owner is dependent upon the Owner receiving funds from the applicable funding agencies.) In order to be included with the next ADCI invoice, your invoice should be received no later than the 25th of the month.
12. The invoice shall, at a minimum, include the following:
 - a. Project name
 - b. Airport name
 - c. ADCI project number
 - d. Invoice number
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13. If your company does not already possess an Airfield Security Badge for HGR, then at least one member of the survey party must attend a safety and security



Mr. Gyurisin
January 30, 2023
Page 4 of 5

- training class at the airport and apply for an Airport Identification (ID) Media badge to work in the secure areas of the airport. The training class takes about 1.5 hours and must be scheduled with the Airport Manager in advance. After taking the class, the persons to be badged must complete the badging application form. The applicants company is required to verify each applicant's previous ten year employment history prior to signing the application. Please allow 7-14 days to receive the required security clearance from the Transportation Security Administration (TSA). The required forms can be obtained by contacting the Airport Operations Manager.
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Mr. Gene Bolanowski Operations Manager Hagerstown Regional Airport 18434 Showalter Road Hagerstown, MD 21742	Tel: (240) 313-2769 Cell: (386) 846-9118 Email: ebolanowski@washco-md.net
--	--
 16. Since this project is funded by the Federal Government, please confirm that your firm is in compliance with the attached Title VI Assurances. As a requirement of these assurances, your firm shall be required to **sign and return** the enclosed *Certification for Contracts, Grants, Loans, and Cooperative Agreements*.
 17. Companies whose employees perform work on the Airport shall have General Liability Insurance with a minimum coverage of \$1,000,000. You will be requested to provide a Certificate of Insurance when completing the Subconsultant Agreement.
 18. If your firm is a **Disadvantaged Business Enterprise (DBE)**, provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.



Mr. Gyurisin
January 30, 2023
Page 5 of 5

ADCI is requesting your proposal on or before **February 3, 2023**. It is anticipated that a Notice-To-Proceed (NTP) for this work will be issued in the Summer/Fall of 2023. Upon receipt of the written NTP, it is requested that an electronic copy of the Sealed Geotechnical Investigation Report be forwarded to our office within thirty (30) calendar days.

If you should have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,

ADCI

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Mahesh S. Kukata, PE
Vice President

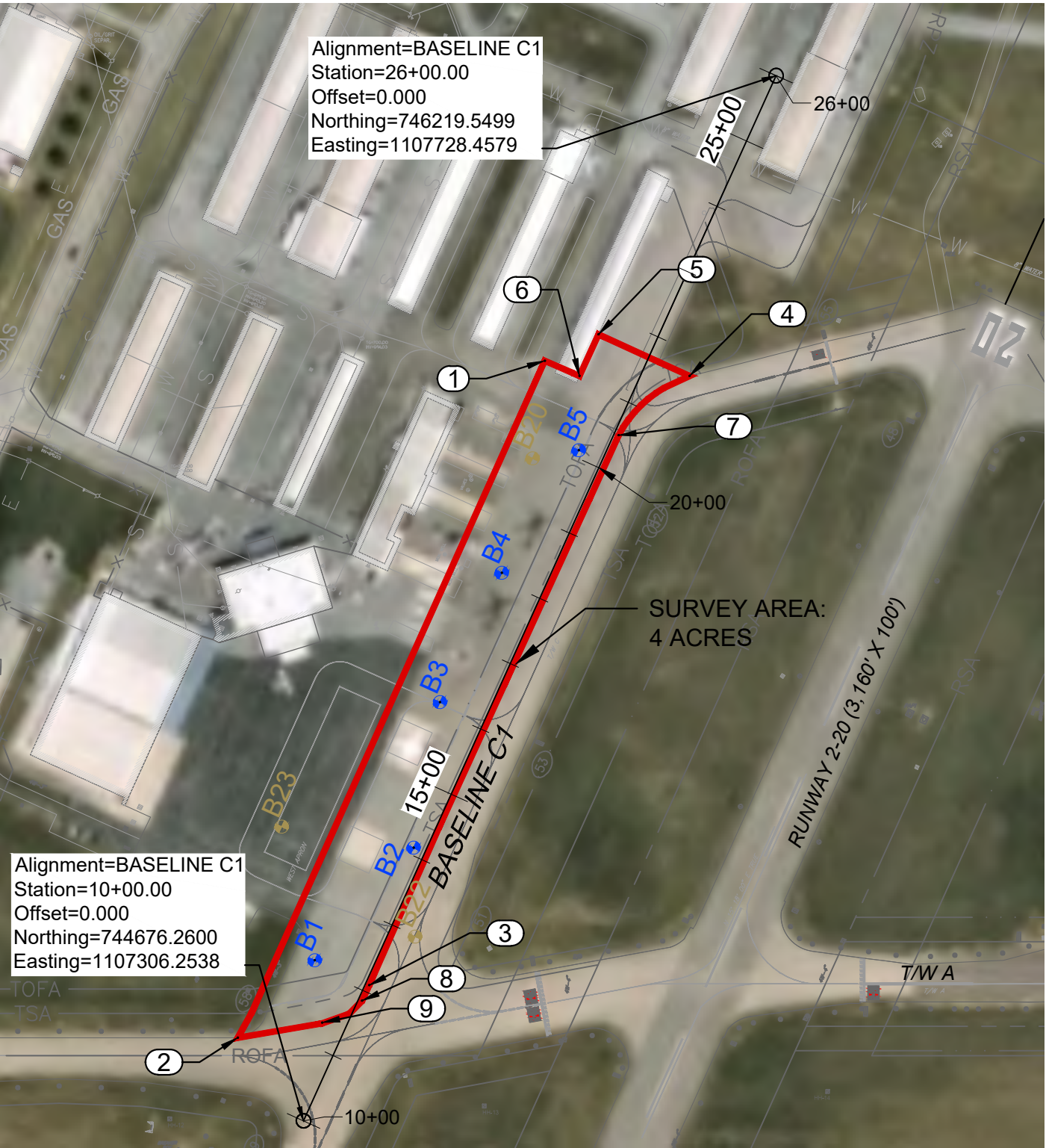
- Enclosures:
1. Exhibit A – Project Exhibit
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8	11+86.49	5.38
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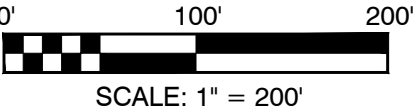
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- ALL STATION AND OFFSET REFERENCES ARE TO "BASELINE C1".
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* ELEVATIONS TO BE PROVIDED BY SURVEYOR UPON COMPLETION OF FIELD SURVEY.



- LEGEND:**
-  SURVEY AREA
 -  APPROX. BORING LOCATION
 -  EXISTING CORING LOCATION





AIRPORT DESIGN CONSULTANTS
6031 UNIVERSITY BLVD
SUITE 330
ELLICOTT CITY, MD 21043
PHONE/FAX: 410.465.9600/9601

DESIGNED: M.J.B.
DRAWN: Z.A.F.
CHECKED: M.P.P.
APPROVED: M.S.K.

REVISION No.	REVISION DATE	DESCRIPTION



Washington County, MD
HAGERSTOWN REGIONAL AIRPORT

PROJECT TITLE:
HGR TAXIWAY C OFA REHABILITATION

SHEET TITLE:
SURVEY AND BORING EXHIBIT

SCALE: AS SHOWN
DATE: JANUARY 2023

FAA AIP No.:
-

SHEET No.:
EX-1

FILE NAME: O:\HGR\Projects\2023-1303 TWC\CAD\EXHIBITS\2023-01-18 TTY C Survey & Geotech Exhibit\C-SRVY-EB.dwg PLOTTED: Wednesday, January 18, 2023 - 12:50pm USER: ZForman

February 9, 2023

Mr. Ron Morris, PE
Airport Design Corporation, Inc.
6031 University Blvd.
Ellicott City, Maryland 21043

RE: Proposal for Pavement Exploration
Hagerstown Regional Airport, Taxiway C Pavement Evaluation
Washington County, MD
Triad Proposal No. 03-23-0085

Dear Mr. Morris:

Triad Engineering, Inc. (Triad) is pleased to submit this proposal for a pavement exploration of the above referenced site. We received your email dated January 30, 2023 requesting a proposal to obtain borings and cores along Taxiway C in Hagerstown, Maryland. This proposal outlines our understanding of the project, describes our planned scope of work and contains our unit rate fee quotation for our services.

PROJECT DESCRIPTION

Based on your email, we understand that the pavement and subsurface conditions on Taxiway C stations 10+00 to 25+00 require exploration. You requested that we explore the existing subgrade and pavement sections and provide you with existing conditions data and subgrade recommendations based on our exploration for pavement design in accordance with FAA 5320-6.

SCOPE OF SERVICES

As requested, we propose to evaluate the existing taxiway by drilling five (5) test borings and obtaining five (5) asphalt cores. As requested, we have included the cost of conducting one (1) additional boring, that will be performed at our discretion based on the conditions encountered in the field. The test borings and cores will be drilled at the locations indicated on the provided site plan. Our planned scope of services is more fully discussed below.

Field Exploration

We will obtain asphalt cores utilizing a 10 inch diameter diamond core barrel. After recovery of the asphalt core, we propose to accomplish the test borings with a rotary auger drill rig and perform Standard Penetration Testing and sampling. The test borings will extend to a depth of approximately 10 feet each or auger refusal, whichever occurs first. The boreholes will be checked for groundwater upon completion and then backfilled with auger cuttings. After backfilling with the auger cuttings, the holes will be patched with quick set concrete or asphalt cold patch, whichever is requested by you. Please note that some settling of this backfill may occur over time. Our proposal does not include return site visits for maintenance of the borehole locations after our on-site work is complete.

We understand that airport personnel will escort our crew during the field work. Therefore, costs associated with obtaining security clearances are not included in this proposal.

Geotechnical personnel from our office will be present to supervise the field exploration program and log all test borings and retrieve the asphalt cores. **We understand that the core locations will be staked by others prior to our mobilization.**

Underground Utilities

Unmarked underground utilities pose a grave threat to workers performing subsurface drilling and excavation. Because of this, Triad will contact the appropriate public utility location service (e.g., Miss Utility, One-Call, etc.) to mark underground utilities prior to our subsurface exploration. However, it must be noted that public utility location services will not mark private underground lines or public underground utilities beyond a meter. Therefore, it is your responsibility to disclose the presence and provide the accurate location of all underground utilities not marked by the public utility location service. **Triad will not be responsible for any damages that may result from striking underground utilities during the course of the subsurface exploration.**

Unless you have specific knowledge regarding on-site utility locations, we recommend that a private utility locator be engaged to provide this service. Triad can provide an additional fee and Change Order to subcontract this service, or you can directly engage a private utility locator. If you choose to be responsible for on-site utility location, please notify our Project Manager and provide satisfactory evidence that the on-site utility location was completed. If evidence of unmarked underground utilities is encountered during our subsurface investigation, Triad will immediately stop work in these areas. You will be responsible for any costs that result from project delays or additional work caused by unmarked on-site utilities.

Laboratory Testing

Laboratory testing will be conducted on representative samples to supplement field classifications, assess potential volume change characteristics and establish foundation and pavement design parameters. The following types and numbers of tests are planned:

TYPE OF TEST	PLANNED NUMBER
Moisture Content	5
Classification (Sieve Analysis and Atterberg Limits)	1
California Bearing Ratio (C.B.R.) Includes Modified Proctor and Classification	2

Evaluation and Detailed Report

Upon completion of the field exploration and laboratory testing, we will prepare a detailed geotechnical report which will include the following:

- 1) A detailed discussion of the site geology and subsurface conditions encountered.
- 2) Detailed test boring and asphalt core logs with a test Location Plan.
- 3) Results of laboratory soil testing.
- 4) Subgrade recommendations based on the results of our field exploration and laboratory testing for pavement design in accordance with FAA 5320-6.

Our services for this project are strictly limited to those described herein. If necessary, additional services which may be required will be addressed by a change order to this contract.

FEES AND SCHEDULE

The fee for our services will be based on the unit prices listed herein and the actual quantities of work performed. Based on these unit rates and the scope of work outlined in this proposal, **we estimate a total fee of \$7,900**. An itemized fee estimate is attached to this proposal.

The quoted unit rates are firm. The quantities of work are estimated based on our past experience and judgment, and therefore, the actual fee for the project may be more or less than estimated. We recommend a "not to exceed fee" of \$8,400. This includes a contingency to cover unforeseen conditions that may arise during field work and require that additional work be performed while personnel and/or equipment are immediately available. This contingency is designed to protect your interests. If it is necessary to demobilize and later remobilize personnel and equipment, both cost and schedule could

be impacted significantly. If we recognize that the Scope of Work required to complete the project will increase significantly (beyond the contingency discussed above), Triad will provide you with a Change Order to authorize additional fees.

The field investigation fees include mobilization and transportation of drill rig and crew to and from the site and the listed totals of soil drilling and sampling. Fees for stand-by time (at the Client's request) or additional drilling footage have not been included. The charges for these items will be additional, if required. Charges associated with post-report meetings, plan reviews and extensive consultation have not been included and will be invoiced on a time and materials basis at a unit rate of \$125 per hour for a Senior Geotechnical Engineer.

Triad will submit invoices for payment on a monthly basis, or upon project completion, whichever occurs first. Our invoices will be based on the percentage of work completed during the previous period, or based upon project milestones set forth in this proposal. Any subcontractor costs will be invoiced immediately upon receipt. In all cases, payment is due no more than 30 days following receipt of our invoice unless the provisions of our contract set forth an alternate schedule for payment.

Our work load at the time of authorization will have some influence on the starting date for the exploration. We are normally able to initiate field work within five to ten working days after written authorization is received. We anticipate that the field exploration will require approximately 1 day. We anticipate that the laboratory testing will require approximately 2 to 3 weeks. Our report can be submitted within 1 to 2 weeks after completion of the laboratory testing. ***It is emphasized that this schedule is an estimate and it is based on normal work loads and appropriate weather conditions.***

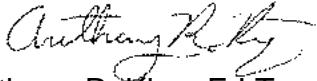
AUTHORIZATION

This proposal and the attached Professional Services Agreement (PSA) represent the entire understanding between you and Triad with respect to the subject project. If our scope of services and related fees are acceptable, please complete the attached PSA and return it to us. Our receipt of the signed PSA will constitute formal notice to proceed. This proposal will remain open for a period of sixty (60) days from this date.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

TRIAD ENGINEERING, INC.



Anthony R. King, E.I.T.
Staff Engineer



Stephen J. Gyurisin
Geotechnical Services Manager

Attachments: Itemized Fee Estimate
 Professional Services Agreement

ITEMIZED FEE ESTIMATE

Proposal for Geotechnical Exploration
Taxiway C
Hagerstown, MD
Triad Proposal No. 03-23-0085

ITEM	ESTIMATED QUANTITY	UNIT RATE	CONTRACT FEE
FIELD EXPLORATION			
Minimum Daily Charge, lump sum (includes up to 6 borings to 10' each)	1	\$ 2,700.00	\$ 2,700.00
Drilling Fee for Additional Borings (maximum drill depth of 10'), per boring	0	\$ 200.00	\$ -
Staff Engineer (logging borings and directing field crew), per hour	10	\$ 100.00	\$ 1,000.00
Geotechnical Technican (coring and patching pavement), per hour	10	\$ 75.00	\$ 750.00
		Subtotal	\$ 4,450.00
LABORATORY TESTING SERVICES			
Moisture Content (ASTM D 4959), per test	5	\$ 10.00	\$ 50.00
Soil Classification by USCS (ASTM D 2487), per test	3	\$ 170.00	\$ 510.00
Modified Proctor (ASTM D 1557), per test	2	\$ 185.00	\$ 370.00
California Bearing Ratio (ASTM D 1883)	2	\$ 310.00	\$ 620.00
		Subtotal	\$ 1,550.00
EVALUATION AND REPORT			
Staff Engineer, per hour	11.5	\$ 100.00	\$ 1,150.00
Senior Engineer, per hour	6	\$ 125.00	\$ 750.00
		Subtotal	\$ 1,900.00
TOTAL ESTIMATED PROJECT FEES			\$ 7,900.00



April 25, 2023

Kyle F. Allison
Federal Aviation Administration (FAA)
Washington Airports District Office
13873 Park Center Road, Suite 490S
Herndon, VA 20171
(703) 487-3975
Kyle.allison@faa.gov

RE: Reasonableness of Cost Determination
Task Order #14 – Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase
Services
Hagerstown Regional Airport (KHGR)

Dear Mr. Allison (Kyle):

We are hereby submitting for your review a revised copy of the Task Order #14 Proposal prepared by Airport Design Consultants, Inc. (ADCI) for the Design and Bidding Phases only of the referenced Project. This Proposal is based on the discussions held regarding the Scope of the Project and recent environmental CATX Approval by your office on March 21, 2023. The scope of work, consultant's fee proposal and the Independent Fee Estimate (IFE) are attached for your review and concurrence. Although, the IFE came in 28% over the proposed fee, when comparing the raw labor costs, the IFE is only 7% over that of ADCI's proposal; therefore, we believe the fee proposal to be reasonable. The procedures outlined in AC 150/5100-14E have been followed.

Should you have any questions or need additional information, please feel free to contact me at (240) 313-2764 or ndoran@washco-md.net. Thank you for the support of our airport!

Sincerely,


Neil R. Doran, C.M., A.C.E.
Airport Director

TASK ORDER NO: 14
PROFESSIONAL SERVICES AGREEMENT: PUR-1450



PROJECT TITLE:	Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services
AIRPORT:	Hagerstown Regional Airport – Richard A. Henson Field
PROJECT NO:	PUR-1450; TO #14; Purchase Order (PO) pending FAA Grant issuance
DATE OF ISSUANCE:	Pending FAA Grant Issuance
ATTACHMENTS:	
METHOD OF PAYMENT:	Design/Bidding - Lump Sum Construction - N/A
TASK ORDER AMOUNT:	Design/Bidding - \$ 321,491 Construction - N/A
PROJECT DESCRIPTION:	See the attached ADCI's Scope of Work and Price Proposal dated March 30, 2023.

The original Agreement for Professional Services between Board of County Commissioners of Washington County, Maryland (County) and Airport Design Consultants, Inc. (ADCI) for professional services at the Hagerstown Regional Airport – Richard A. Henson Field (HGR) dated January 27, 2020 and amended/restated agreement dated January 27, 2021 shall govern all task orders executed under this agreement unless modified in writing and agreed to by the County and ADCI. The original Federal Contract Provisions have been updated and are being replaced with those included in Attachment A to this Task Order Proposal.

ACCEPTED

by:

Mahesh S. Kukata, P.E
Vice President
Airport Design Consultants, Inc
6031 University Blvd, Suite 330
Ellicott City, MD 21043

APPROVED

by:

Neil Doran, C.M, ACE
Airport Director
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, MD 21742

March 30, 2023

2023-HGR-1304

Mr. Neil Doran, C.M., ACE
Airport Director
Hagerstown Regional Airport – Richard A. Henson Field
18434 Showalter Road
Hagerstown, Maryland 21742

Sent electronically to: ndoran@washco-md.net

Reference: Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services
Scope of Work and Price Proposal
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Doran:

Airport Design Consultants, Inc. (ADCI) is pleased to submit this proposal to the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (County) to provide Professional Engineering Services associated with the Runway 2/20 Rehabilitation Project at the Hagerstown Regional Airport – Richard A. Henson Field (HGR).

Whereas, the County and ADCI entered into an Agreement (PUR-1450) for ADCI to provide Professional Services that was originally executed on January 27, 2020. All of the terms and conditions of the Agreement, as amended and restated on January 27, 2021, remain in full effect and apply to this Specific Project Proposal with the exception of the Federal Contract Provisions contained therein. Those provisions are considered null and void and, by execution of this Proposal, shall be replaced with the current applicable required Federal Contract Provisions, dated 11/17/2022 and editorially updated 1/23/2023. The applicable Federal Provisions are included as Attachment A to this Proposal.

For this task, as approved by the County, the following subconsultants will assist us:

- Field Topographic Survey – Triad Engineering, Inc.
- Geotechnical Investigations – Triad Engineering, Inc.



Mr. Neil Doran, C.M, ACE

March 30, 2023

Page 2 of 7

Whereas, the County and ADCI in their mutual covenants herein agree in respect to the scope of work and price proposal for the referenced Project as set forth below:

A. DESCRIPTION OF WORK

Background Information

This project includes reconstruction and/or rehabilitation of existing Runway 2/20 outside the limits of Runway 9/27. This Runway is 3,165 feet long by 100-foot-wide and is a Runway Design Code (RDC) B-II-VIS. Runway 2/20 at HGR serves as the crosswind runway and accommodates general aviation aircraft and helicopter operations. It intersects HGR's primary runway (Runway 9/27) near the midpoints of each runway and is served by parallel Taxiway C and connector Taxiways C1, C2, F, A, and M. It is anticipated that the Project will include mill and overlay, crack repair, deeper patch repairs as needed, edge lighting replacement on existing base cans, airfield signage replacement on existing sign bases, supplemental wind cone replacement on existing foundations, the replacement of the cables (in existing can and conduit system) and Constant Current Regulator (inside the existing electrical vault) for the Runway 2-20 circuit and new surface painted markings.

Pavement Evaluation

On January 10, 2023, ADCI conducted a pavement evaluation of Runway 2-20 to determine the current PCI and to identify areas of deterioration. Based on our updated visual inspection, not including Section Runway 2-20-10 which was just rehabilitated as part of the Taxiway C project, the new overall average PCI for the area is a 64. Using the methodology set forth in ASTM D5340-12, a PCI of 64 indicates that the pavement is in Fair Condition and has a combination of generally low- and medium-severity distresses. Near-term maintenance and repair needs for pavements in this range may range from routine to major. As outlined in the 2018 PMP, when a pavement nears the bottom of the Fair Range it hits the Critical PCI; whereafter the costs to extend the life of the pavement begin to increase exponentially with time.

Runway 2/20 is a critical asset to HGR and can accommodate most of the based general aviation aircraft and will be designed to meet the current and future demands at HGR in accordance with the current approved Airport Layout Plan (ALP).

Airfield Electrical Upgrades

HGR is in the process of replacing much of its old and outdated airfield lighting and signage systems with new more energy efficient Light-Emitting Diode (LED) style fixtures. The airfield lighting and signage was last replaced as part of the Runway 2-20 Rehabilitation project in 2001. Under that project (AIP 20/23) the Runway 20 PAPI and REIL's were also replaced.



Mr. Neil Doran, C.M, ACE

March 30, 2023

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Edge Lighting

The existing runway edge light system is approximately 21 years old and is comprised of older incandescent Federal Aviation Administration (FAA) Type L-861 runway edge lights. The existing lights are base mounted and energized with FAA Type L-824 airfield lighting cables. We recommend that the existing incandescent edge lights are removed and replaced with new FAA Type L-861 LED medium intensity runway edge lights in accordance with FAA AC 150/5345-46 and Engineering Brief 67: Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures. The existing concrete encased base cans will remain in place and will be reused. In addition, the existing cables shall be removed and replaced with new FAA Type L-824 airfield lighting cables installed in the existing conduits and base cans.

Airfield Guidance Signs

Most other signage within the Runway 2-20 environment has already been recently replaced with an associated Taxiway project or will be replaced with the upcoming Runway 9-27 Lighting and Signage Project. However, there are three (3) existing airfield guidance signs (45, 46, and 47) associated with the Runway have reached their useful life and will be replaced with LED guidance signs on the existing foundations. All signage design will conform to the requirements per FAA AC 150/5340-18G. In addition, ADCI will review previous FAA comments (received during the Signage and Marking Plan review with Runway 9-27 Rehabilitation) and update the airfield signage to alpha numeric signage (identify the impacted panels) for compliance with the FAA standards. If approved by the Federal Aviation Administration Washington Airports District Office (FAA – WADO), signage replacement will be incorporated into the design and bid documents.

Supplemental Wind Cones

Both the Runway 2 and 20 supplemental wind cones were replaced as part of the Taxiway C Rehabilitation project in 1998 and have reached their useful life. These old incandescent wind cones will be removed and replaced with new LED wind cones as specified in 150/5345-27E. It is anticipated that the new wind cones will be placed in their current locations and utilize the existing power source and foundations.

B. PROFESSIONAL ENGINEERING SERVICES

Professional Engineering Services to be performed under this task will be as detailed below.

1. Project Management

ADCI will provide project management services throughout the course of the project. These services shall include:



Mr. Neil Doran, C.M, ACE

March 30, 2023

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- a. Proposal Preparation. Attend one (1) project scoping/pre-design meeting, prepare the Scope of Work and assist the County in satisfying the requirements of Grant Offer to receive grant funding for this Project.
- b. Environmental Coordination. Preparation of one (1) FAA Documented Categorical Exclusion (CATX) for the construction of the proposed development in accordance with the requirements set forth in Federal Aviation Administration (FAA) Airports Standard Operating Procedure (SOP) No. 5.1 for submission to and approval by the FAA.
- c. Airspacing. Completion and submission of the required FAA Form 7460-1 for the critical Construction Equipment locations and the Construction Safety and Phasing Plan (CSPP).
- d. Project Administration. Throughout the course of the project ADCI shall provide the following administrative services:
 1. Provide all necessary coordination with appropriate State and Local agencies, including correspondence, telephone contact, memorandums and meeting(s) or conference(s) as required. Such coordination shall be provided during period covered by the agreed upon schedule for completion of the Project.
 2. Prepare FAA and MAA Grant Applications for Design (FAA only) & Construction, including all correspondence and communications related thereto.
 3. Assist County with Quarterly Performance Reporting for the design grant, as required.
 4. Assist County with Annual Financial Reporting for the design grant, as needed.
- e. FAA Pay Requests. Consult with County and the State to determine any specific requirements, conditions or limitations relative to the Project and incorporate them in revised estimates and documentation.
 1. Assist County in the preparation of Requests for Reimbursement from the FAA during the duration of the Project, with legal assistance provided by the County. Prepare and submit draft FAA pay requests for reimbursement of Owner's project expenses during the design phase. Prepare pay request summary spreadsheet, project summary spreadsheet and documentation for County's use in submitting monthly pay requests.
- f. Internal QA/QC Review. Engineer's Senior Engineer and Senior Project/Construction Manager will perform an Independent Technical Quality Assurance/Control Review of the Documents prior to submitting them to the County/Agencies for each submittal and prior to approval to advertise the Project for Bidding.



Mr. Neil Doran, C.M, ACE

March 30, 2023

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2. Design Phase Services

- a. Prepare for and attend one (1) project Kickoff meeting with personnel from the County, HGR, MAA, ATCT and FAA – WADO to discuss the overall project scope, work schedule, airport operational safety, contract relationships, contract time, utility interface, project coordination, design investigations, and other project specific items. Prepare and distribute meeting minutes.
- b. Obtain and review as-built drawings of Projects relating this this Project for details of past construction, utilities, etc.
- c. Obtain field surveys and prepare base drawings.
- d. Conduct geotechnical investigations to supplement the existing pavement and soils information from the 2018 PMP. It is anticipated that borings will be taken at four (4) locations.
- e. Conduct a pavement condition analysis to update types and extents of distresses from the PMP and the 2023 Supplemental Survey.
- f. Complete pavement design based on the anticipated fleet mix/forecast for the 20-year design life using the FAA FAARFIELD software.
- g. Confirm pavement geometry is sufficient to meet Runway Design Code (RDC) B-II-VIS requirements in accordance with current FAA AC 150/5300-13A, Change 1.
- h. Determine the types of rehabilitation and limits of rehabilitation areas.
- i. Prepare construction documents including but not limited to General Project Layout, Construction Safety and Phasing Plans, Demolition Plans, Paving and Geometry Plans, Paving Details, Grading Plan and Profiles, Pavement Marking/Signage Plans and details, Electrical Demolition and New Work Plans and Details.
- j. Preparation of the general contract provisions, and technical specifications conforming to FAA AC 150/5370-10H.
- k. Design submittals will be made at Preliminary (30%), Pre-Final (90%) and the final stages (100% or bid ready plans) of completion. Plans and specifications will be submitted to the County, HGR, MAA and FAA - WADO for review and comment.
- l. Prepare for and attend design review meetings after the 30%, 90% and Final submittals.
- m. Preparation and assembly of Instructions and Invitations to Bidders, General Provisions, Special Provisions, Contract Forms, and Bid Forms.



Mr. Neil Doran, C.M, ACE

March 30, 2023

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- n. Preparation of Engineer's Opinion of Probable Cost (EOPC) and design report. Cost estimates will be based on unit prices from recent projects at the Airport and in the vicinity.
- o. At the 90% design submittal level, submit Construction Safety and Phasing Plans to FAA for review and approval (of the airspace case).

C. ITEMS NOT INCLUDED

Items not included in this contract include:

- 1. Payment of permit fees for the proposed improvements.

D. COMPENSATION

For the Professional Engineering Services described in **Paragraph B** above, we request compensation on a **Lump Sum Fee** basis. Billing will be based on approximate percentage of work completed. The cost of these services is **\$321,491**.

A list of tasks, including list of drawings and breakdowns of the man-hours and costs required for the project are attached.

F. SCHEDULE

ADCI anticipates the following design and bid procurement completion schedule for this project relative to Notice-to-Proceed. It is assumed that the design process will be completed in March/April 2024, but bidding may be deferred to the Spring of 2025, when construction funding is anticipated.

Preliminary Design

Survey

Geotechnical Results

30% Submittal

90% Submittal

100% Submittal/Bid Documents

NTP + 90 Calendar Days

NTP + 30 Calendar Days

NTP + 60 Calendar Days

NTP + 120 Calendar Days

NTP + 180 Calendar Days

NTP + 240 Calendar Days

E. AUTHORIZATION

ADCI will proceed on this project immediately upon receipt of the written Notice-to-Proceed and a purchase order to include this work under the executed base agreement by the County/HGR. Thank you for the opportunity to submit this Proposal.



Mr. Neil Doran, C.M, ACE

March 30, 2023

Page 7 of 7

If you have any questions, please do not hesitate to contact me.

Sincerely,

Airport Design Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Mahesh S. Kukata", is written over a yellow rectangular highlight.

Mahesh S. Kukata, PE

Vice President

Attachments

L:\Proposals\HGR\2023-HGR-1304 Runway 2-20 Rehabilitation (Design)_TO_14\20230330 Proposal -
HGR Rehab RW 2-20 Ph 1 Design 1304.docx

**Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services
Hagerstown Regional Airport – Richard A. Henson Field**

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
Date Prepared: March 30, 2023
Total Budget Amount: \$321,491

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task
Project Management							
Proposal Preparation	4	4				4	12
Environmental Coordination (Documented CATX)	1	4	8	16		4	33
Prepare and Submit 7460s for Temporary Construction Objects to FAA for Review and Determination		2	4	8		20	34
Project Administration	4	24					28
FAA/State Pay Requests (6)	3		12				15
Prepare Grant Application (1)	1	2	4	8			15
Requests for Reimbursements (4)	4	8					12
Preliminary Design							
Project Kick-off Meeting (1)	3	3	12			16	34
Record Document Collection and Review		4		8		16	28
Coordinate Field Topographic Surveys and Geotech Work		10				8	18
Provide Airfield Escort for Field Topographic Surveys and Geotech Work (2 weeks)					80		80
Obtain Survey and Set Up CAD Base Files		4	4	8		20	36
Provide Fleet Mix and Forecast Data for Pavement Design	4	8	8				20
Design Review Meeting (1)	3	3	12				18
30% Submittal							
TITLE SHEET			2			2	4
GENERAL PROJECT LAYOUT		2	2	4		8	16
GENERAL CONSTRUCTION AND SAFETY NOTES		2	4	8		8	22
OVERALL CONSTRUCTION PHASING PLAN AND NOTES	2	4	10	20		40	76
CONSTRUCTION SAFETY AND PHASING PLANS (2)	4	8	10	40		40	102
CONSTRUCTION PHASING DETAILS AND NOTES (2)	2	2	8	10		20	42
DEMOLITION PLANS (4)	2	4	8	20		40	74
PAVING AND GEOMETRY PLANS (4)	4	4	10	20		40	78
TYPICAL SECTIONS AND PAVING DETAILS (2)	4	8	8	20		20	60
RUNWAY PROFILES (2)	2	4	10	20		40	76
GRADING PLAN AND PROFILE (4)	2	4	10	20		80	116
PAVEMENT MARKING PLANS (4)		2	4	4		20	30
PAVEMENT MARKING DETAILS (2)		2	4	4		10	20
ELECTRICAL DEMOLITION PLANS (4)	2	4	4	10		20	40
ELECTRICAL PLANS (4)	2	4	4	10		40	60
ELECTRICAL DETAILS (2)	2	3	2	6		16	29
WINDCONE DETAILS (1)		1	2	4		4	11
BORING LOCATION PLAN				4		4	8
BORING LOGS				4		4	8
Design Report (including construction schedule)	4	4	40	10		8	66
Preliminary Engineer's Opinion of Probable Cost (EOPC)	2	2	8	12		10	34
Submit 30% Documents - 5 Sets (Electronic Only)		2		4		4	10

**Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services
Hagerstown Regional Airport – Richard A. Henson Field**

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
Date Prepared: March 30, 2023
Total Budget Amount: \$321,491

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task
Final Design - 90% Submittal							
TITLE SHEET						2	2
GENERAL PROJECT LAYOUT			2	2		4	8
SURVEY CONTROL PLAN			2	2		4	8
GENERAL CONSTRUCTION AND SAFETY NOTES		2	2	2		2	8
OVERALL CONSTRUCTION PHASING PLAN AND NOTES	2	4	8	20		10	44
CONSTRUCTION SAFETY AND PHASING PLANS (2)	4	8	10	20		40	82
CONSTRUCTION PHASING DETAILS AND NOTES (2)		2	2	4		8	16
DEMOLITION PLANS (4)		4	8	16		24	52
PAVING AND GEOMETRY PLANS (4)	2	4	10	20		20	56
TYPICAL SECTIONS AND PAVING DETAILS (2)	2	4	10	20		40	76
RUNWAY PROFILES (2)	2	2	4	4		8	20
GRADING PLAN AND PROFILE (4)	2	4	10	20		40	76
PAVEMENT MARKING PLANS (4)		2	2	4		2	10
PAVEMENT MARKING DETAILS (2)		2	2	2		2	8
ELECTRICAL DEMOLITION PLANS (4)	2	4	8	16		24	54
ELECTRICAL PLANS (4)	2	4	8	16		24	54
ELECTRICAL DETAILS (2)	1	2	4	8		14	29
WINDCONE DETAILS (1)		1	2	4		4	11
BORING LOCATION PLAN						1	1
BORING LOGS						1	1
CROSS SECTIONS (4)	2	10	10	20		40	82
Technical Specifications	10	10	20				40
Final Engineer's Opinion of Probable Cost (EOPC)	2	2	4	12			20
Design Report	4	8	20			8	40
Design Review Meeting (1)	3	3	6				12
Submit 90% Documents - 5 Sets (Electronic Only)			4	4		4	12

**Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services
Hagerstown Regional Airport – Richard A. Henson Field**

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
 Date Prepared: March 30, 2023
 Total Budget Amount: \$321,491

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task
Final Design - 100% Submittal/Bid Documents							
100% Drawings							
Incorporate County, HGR, MAA and FAA - WADO Comments and Update Drawings	4	8	20	20		40	92
Design Review Meeting (1)	3	3	12				18
Submit 100%/Bid Documents - 12 Sets		2	4			5	11

Subcontracted Services	
Triad Engineering, Inc. - Field Topographic Survey	\$12,500
Triad Engineering, Inc. - Geotechnical Investigations	\$7,500
Total - Subcontracted Services:	\$20,000

Total Labor:	\$	107,230
Overhead Cost:	148.54%	\$ 159,279
Subtotal:	\$	266,509
Fixed Fee:	12.00%	\$ 31,981
Total with Overhead and Fixed Fee:	\$	298,491
Total Direct Expenses:	\$	3,000
Total - Subcontracted Services:	\$	20,000
Grand Total (Lump Sum (LS)):	\$	321,491

ATTACHMENT A – FEDERAL CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM PROJECTS

(Issued on January 20, 2023)

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A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

This notice applies to any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work, as defined by the U.S. Department of Labor (DOL), and exceeds \$10,000. Examples include installation of monitoring systems (e.g., noise, environmental, etc.). **N/A for this Proposal.**

~~1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.~~

~~2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:~~

Timetables

Goals for minority participation for each trade: ~~_____~~ **25.2%**

Goals for female participation in each trade: ~~_____~~ **6.9%**

~~These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.~~

~~The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.~~

~~3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address,~~

~~and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.~~

4. ~~As used in this notice and in the contract resulting from this solicitation, the “covered area” is~~ **Economic Area 020, Hagerstown, Washington County, Maryland.**

A3 BREACH OF CONTRACT TERMS

This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$250,000.

Any violation or breach of terms of this contract on the part of the **Consultant** or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide the **Consultant** written notice that describes the nature of the breach and corrective actions the **Consultant** must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to the **Consultant** until such time the **Consultant** corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the **Consultant** must correct the breach. Owner may proceed with termination of the contract if the **Consultant** fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

N/A for this Proposal.

~~The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.~~

~~The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.~~

~~The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer based products (including polyvinylchloride, composite building materials, and polymers used~~

~~in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.~~

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the

Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations. **N/A for this Proposal.**

~~1. Overtime Requirements.~~

~~No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.~~

~~2. Violation; Liability for Unpaid Wages; Liquidated Damages.~~

~~In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.~~

3. Withholding for Unpaid Wages and Liquidated Damages.

~~The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.~~

4. Subcontractors.

~~The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.~~

A9 COPELAND “ANTI-KICKBACK” ACT

This provision applies when Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair, as defined in 29 CFR Part 5, and it exceeds \$2,000. **N/A for this Proposal.**

~~Contractor must comply with the requirements of the Copeland “Anti Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.~~

A10 DAVIS-BACON REQUIREMENTS

This provision applies when Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair, as defined in 29 CFR Part 5, and it exceeds \$2,000. **N/A for this Proposal.**

1. Minimum Wages.

~~(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.~~

~~Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work~~

actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

~~2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.~~

~~3. Payrolls and Basic Records.~~

~~(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.~~

~~(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH 347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime~~

contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of

~~the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.~~

~~(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.~~

~~(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.~~

~~5. Compliance with Copeland Act Requirements.~~

~~The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.~~

~~6. Subcontracts.~~

~~The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also~~

~~a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.~~

~~7. Contract Termination: Debarment.~~

~~A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.~~

~~8. Compliance with Davis Bacon and Related Act Requirements.~~

~~All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.~~

~~9. Disputes Concerning Labor Standards.~~

~~Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.~~

~~10. Certification of Eligibility.~~

~~(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR § 5.12(a)(1).~~

~~(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR § 5.12(a)(1).~~

~~(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.~~

A11 DEBARMENT AND SUSPENSION

This provision applies to covered transactions, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the **Board of County Commissioners of Washington County, Maryland** to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from the **Board of County Commissioners of Washington County, Maryland**. The prime contractor agrees further to return retainage payments to each subcontractor within **30** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Board of County Commissioners of Washington County, Maryland**. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to **this Proposal** (or an approved substitute DBE firm) without prior written consent of the **Board of County Commissioners of Washington County, Maryland**. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **Board of County Commissioners of Washington County, Maryland**. Unless the **Board of County Commissioners of Washington County, Maryland**

consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The **Board of County Commissioners of Washington County, Maryland** may provide such written consent only if the **Board of County Commissioners of Washington County, Maryland** agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the **Board of County Commissioners of Washington County, Maryland** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **Board of County Commissioners of Washington County, Maryland**, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the **Board of County Commissioners of Washington County, Maryland** should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the **Board of County Commissioners of Washington County, Maryland** may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 DISTRACTED DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS –

N/A (Sponsor Only)

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should

reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant

to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement hereby includes this FLSA provision.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

This provision applies to professional services that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include the installation of noise monitoring equipment. **N/A for this Proposal.**

~~(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.~~

~~(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.~~

~~(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.~~

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

Include this provision if the agreement includes procurement of a product that exceeds \$10,000. **N/A for this Proposal.**

~~Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:~~

- ~~1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or~~
- ~~2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.~~

~~The list of EPA designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.~~

~~Section 6002(c) establishes exceptions to the preference for recovery of EPA designated products if the contractor can demonstrate the item is:~~

- ~~a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;~~
- ~~b) Fails to meet reasonable contract performance requirements; or~~
- ~~c) Is only available at an unreasonable price.~~

A22 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings. **N/A for this Proposal.**

~~In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.~~

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or

conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

January 30, 2023

2023-HGR-1303

Mr. Ronald D. Bidle, Jr., Prof. LS
Survey Manager
Triad Engineering, Inc.
1075-D Sherman Avenue
Hagerstown, Maryland 21740

Sent electronically to: rbidle@triadeng.com

Reference: Runway 2/20 Rehabilitation – Design and Bid Phase Services
Request For Proposal – Design Survey
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Bidle:

Airport Design Consultants, Inc. (ADCI) is requesting a proposal from your firm to provide Design Ground Surveys for the above referenced project at the Hagerstown Regional Airport – Richard A. Henson Field (HGR). This Project is for the design and bidding phases of a project to rehabilitate the existing Runway 2/20 pavement and Taxiway M at the Airport. A Pavement Management Program (PMP) was prepared in 2019 and the Sections being rehabilitated as part of this Project include RW 2-20-20, RW2-20-30 and TWAY M-10. The Project will include isolated full depth repairs, a mill and overlay, crack repair, new pavement markings and the replacement of the existing lighting and signage fixtures with new LED Fixtures. The proposed survey area is generally depicted on the enclosed **Exhibit A**.

SCOPE OF WORK

Item 1 – Design Survey

1. All topographical information including ground spot elevations, shall be provided to the limits shown on **Exhibit A** (approximately 12 Acres).
2. Locations of all utilities within the marked survey area (underground and above) shall be marked and identified, including, but not limited to sanitary sewer, water, gas, and electrical. Utility structures shall be given with top elevations and

6031 University Blvd, Suite 330
Ellicott City, MD 21043
410.465.9600
Fax 410.465.9602

www.adci-corp.com



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- size/type of cover. Storm, sanitary and waterlines shall be traced to the next junction or appurtenance upstream and downstream outside the project limits. Triad will perform a design one-call with the Miss Utility System to have each utility company field locate and mark their service lines prior to survey, as required.
3. Drainage structure (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections) inside pipe diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to the next junction point outside the project limits.
 4. Pavement joints in areas between visibly differing pavement sections shall be surveyed. In the areas of asphalt overlay on concrete pavement, the visible reflective cracking of the asphalt over the previously concrete pavement shall be surveyed to establish concrete joint pattern.
 5. Proposed Boring Locations will be surveyed and marked in the field with the Boring Location Number. The surveyed locations and elevations shall be provided to ADCI for use by the Geotechnical Consultant.

Item 2 – Additional On-Call Design Survey

6. The cost for one (1) additional day of on-call design survey to be used upon ADCI's request shall be included separately. This shall include both field and office time. These services will be required on short notice to verify critical locations and/or elevations.

FORMAT

7. Horizontal and vertical control for this project shall be obtained using the Primary Airport Control Station (PACS) established at the Airport. The PACS designation is HGR AP STA B and the Point ID is JV7053. Horizontal control shall be referenced to the state plane coordinate system North American Datum (NAD) 83, latest adjustment at time of survey; as provided on the NGS Data Sheet. Vertical control shall be referenced to the North American Vertical Datum (NAVD) 88 datum. Reference all Ellipsoidal Heights to NAD83 (GRS 80) realization. The most recent National Geodetic Survey (NGS) GEOID model, shall be used. Spot elevations shall be given to $\nabla 0.01$ feet for paved sections and $\nabla 0.1$ feet for turfed sections. Locations of permanent items within the project limits shall be shown relative to "Baseline R" (horizontal control $\nabla 0.05Y$).



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January 30, 2023
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8. It is requested that three (3) files (AutoCAD Civil3D 2018 or later) containing the following information be submitted for our use:

File 1 – plan.dwg - Planimetric file. (All objects in this file shall have zero elevation.)

File 2 – cont.dwg - Contours file. This file should include contours, contour labels, spot information, breaklines and the Surface Triangulated Irregular Network (TIN) used to generate the contours.

- ➔ The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
- ➔ The grid pattern on the drawings shall be based on the State Plane Grid Coordinate System.
- ➔ No elevations shall be assigned to any lines or objects in the planimetrics file. Only contours, breaklines and spot elevations shall have elevations assigned to them.
- ➔ Provide contour mapping with a contour interval of 0.5 foot.
- ➔ All spots shall be on the appropriate layer and contain an attribute for elevation and point description.
- ➔ All contours shall be continuous polylines with intermediate and index layers. (Break contours for annotation only.)
- ➔ All text in the drawing file shall be standard (Arial font), sized to match “Leroy” standard templates (80, 100, 120, etc.) scaled for a 1”= 30’ plot scale.
- ➔ Drawing entities shall have color and linetype set “BYLAYER”.
- ➔ If any non-standard symbols are used in the drawing, provide a copy of the necessary code required to load and edit the drawing as submitted.
- ➔ No linework shall be broken in order to add specific “patterns” to create the look of a custom linetype. (An example of this would be breaking a line at specific intervals to add an “X” text object to distinguish a fenceline.) As stated,



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a copy of ADCI's standard linetype definition file is included. If the surveyor is unable to use this linetype definition file, the "continuous" linetype should be used in place of ADCI's custom linetypes. No additional text items or symbols should be placed along the line to "approximate" a custom linetype.

9. It is also requested that a ASCII text point file be included for both the Planimetrics and Contours files and both should be in the format: point number, northing, easting, elevation, description (P,N,E,Z,D)

File 3: SPC.asc All points given in the State Plane Grid Coordinate System.

10. It is requested that a photographic record be kept of all monuments used and proposed monuments set as part of the performance of these services. Copies of these photographs shall be provided electronically in JPEG format.
11. All computer files (drawing files, ASCII points file, photographs, etc.) shall be submitted electronically.
12. Please prepare a proposal showing separate line-item cost each for **Items 1 and 2**.

GENERAL

13. If accepted, your proposal shall serve as a basis for a not-to-exceed contract directly with ADCI. The proposal should include a fee schedule, estimated workhours, anticipated non-salary cost and a "not-to-exceed" ceiling figure. **A copy of ADCI's standard Subconsultant Agreement and the Base Agreement with the Owner, that we are bound to, has been attached for your review.** If you have any comments please submit them prior to providing your proposal, otherwise it is assumed that you are willing to accept all of the terms and conditions presented therein.
14. As soon as your services are complete, your firm should invoice ADCI. Your invoice will then be included with the next ADCI invoice to the Owner. Payment for your services will be forwarded within fourteen (14) days upon receipt of payment from the Owner. (Receipt of payment from the Owner is dependent upon the Owner receiving funds from the applicable funding agencies.) In order to be included with the next ADCI invoice, your invoice should be received no later than the 25th of the month.
15. The invoice shall, at a minimum, include the following:
 - a. Project name



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- b. Airport name
 - c. ADCI project number
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
16. If your company does not already possess an Airfield Security Badge for HGR, then at least one member of the survey party must attend a safety and security training class at the airport and apply for an Airport Identification (ID) Media badge to work in the secure areas of the airport. The training class takes about 1.5 hours and must be scheduled with the Airport Manager in advance. After taking the class, the persons to be badged must complete the badging application form. The applicants company is required to verify each applicant's previous ten year employment history prior to signing the application. Please allow 7-14 days to receive the required security clearance from the Transportation Security Administration (TSA). The required forms can be obtained by contacting the Airport Operations Manager.
17. All crews working in the active Aircraft Operation Area (AOA) shall have aviation band radios and monitor the Hagerstown Ground Frequency 120.8 MHz between the hours of 7:00 a.m. and 10:00 p.m. and Unicom Frequency 122.95 MHz at all other times. All activities on the airfield shall be coordinated with the Owner and the Engineer prior to the start of work. The work crews shall be prepared to clear the taxiway safety areas (TSAs) during aircraft operations as ordered by the Owner.
18. The ADCI Project Manager and Airport Operations Manager must be contacted prior to beginning any reconnaissance and/or field work inside and/or outside the Airport Security fence or adjacent properties. The contact information for the Airport Manager is as follows:
- | | |
|-----------------------------|---|
| Mr. Gene Bolanowski | Tel: (240) 313-2769 |
| Operations Manager | Cell: (386) 846-9118 |
| Hagerstown Regional Airport | Email: ebolanowski@washco-md.net |
| 18434 Showalter Road | |
| Hagerstown, MD 21742 | |
19. Since this project is funded by the Federal Government, please confirm that your firm is in compliance with the attached Title VI Assurances. As a requirement of these assurances, your firm shall be required to **sign and return** the enclosed *Certification for Contracts, Grants, Loans, and Cooperative Agreements*.



Mr. Bidle
January 30, 2023
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20. Companies whose employees perform work on the Airport shall have General Liability Insurance with a minimum coverage of **\$1,000,000**. You will be requested to provide a Certificate of Insurance when completing the Subconsultant Agreement.
21. If your firm is a **Disadvantaged Business Enterprise (DBE)**, provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.

ADCI is requesting your proposal on or before **February 3, 2023**. It is anticipated that a Notice-To-Proceed (NTP) for this work will be issued in the Summer/Fall of 2023. Upon receipt of the written NTP, it is requested that a copy of the electronic files for the requested surveys be forwarded to our office within thirty (30) calendar days for Item 1 and within fourteen (14) calendar days for Item 2.

If you should have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,

ADCI

A handwritten signature in blue ink, appearing to read "Mahesh S. Kukata", is written over a light blue rectangular background.

Mahesh S. Kukata, PE
Vice President

- Enclosures:
1. Exhibit A – Project Exhibit
 2. Sample Subconsultant Agreement and base Agreement with Owner
 3. Title VI Assurances
 4. Certification for Contracts, Grants, Loans, and Cooperative Agreements



SURVEY LIMIT TABLE

POINT #	STATION	OFFSET
1	9+80.02	-70.92
2	9+79.98	69.37
3	41+84.63	-69.90
4	41+85.65	68.08
5	41+58.54	68.09
6	40+60.29	202.82
7	40+68.95	246.80
8	41+03.67	290.28

SURVEY LIMIT TABLE

POINT #	STATION	OFFSET
9	39+20.08	345.97
10	38+33.65	68.22

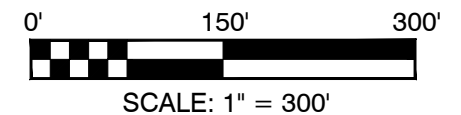
BORING LOCATION TABLE

ID	NORTHING	EASTING	ELEV (FT)*	DEPTH (FT)
B1	743557.7845	1107441.3238	-	10'
B2	744249.0308	1107614.2196	-	10'
B3	744573.9748	1107761.1173	-	10'
B4	745419.9489	1107933.1299	-	10'

* ELEVATIONS TO BE PROVIDED BY SURVEYOR UPON COMPLETION OF FIELD SURVEY.

NOTES:

- ALL STATIONS AND OFFSETS REFERENCE "BASELINE R"
- ALL SURFACE FEATURES: LIGHT FIXTURES, PAVEMENT MARKING, UTILITIES, PAVEMENT BREAKS, PAVEMENT JOINTS, PAVEMENT LIMITS, SWALES/BREAKS IN GRADE, UTILITY INVERTS, AND ANY OTHER VISIBLE ITEMS WITHIN THE LIMITS SHOWN.
- EXISTING GROUND SURVEY CAN BE COMPLETED BY DRONE AND SUPPLEMENTED WITH GROUND BASED TO PICK UP SURFACE FEATURES.
- BORING LOCATIONS ARE APPROXIMATE. EXACT BORING LOCATIONS WILL BE PROVIDED PRIOR TO STARTING.



LEGEND:

- SURVEY AREA
- APPROX. BORING LOCATION
- EXISTING CORING LOCATION

February 9, 2023

Ronald N. Morris, PE
Airport Design Consultants, Inc.
6031 University Boulevard, Suite 330
Ellicott City, MD 21043

RE: **Proposal for Professional Surveying Services**
Hagerstown Regional Airport Rehabilitation Project
Runway 2/20
Hagerstown, Maryland 21742
Triad Proposal No. 03-23-0109

Dear Mr. Morris:

Triad Engineering, Inc. (Triad) is pleased to provide a fee proposal for Professional Services associated with the project mentioned above. This proposal outlines our understanding of the project, describes our planned scope of services and contains the fee for our services.

PROJECT UNDERSTANDING

In accordance with your request for proposal, we understand that you are requesting Design Ground Surveys of Runway 2/20 within the Hagerstown Regional Airport. We also understand that this project is for the design and bidding phases to rehabilitate this area. Per your request and the provided RFP, the following scope of services is anticipated to assist in this project.

SCOPE OF SERVICES AND FEE

Design Ground (Topographic) Survey

Triad will establish survey control points based upon using the Primary Airport Control Stations (PACS) established at the Airport. If a different datum is preferred, survey control information will need to be provided. We will perform a field run topographic survey within the project area as described above. Triad will request a utility designation and marking through Miss Utility. Based on available information combined with utility markings and above ground evidence, an effort will be made to show, describe and label above ground and underground utilities. Extensive underground utility or private utility location is excluded.

The following is the required survey requirements in the RFP as provided by Airport Design Consultants, Inc.

SCOPE OF WORK

Item 1 – Design Survey

1. All topographical information including ground spot elevations, shall be provided to the limits shown on Exhibit A.
2. Locations of all utilities within the marked survey area (underground and above) shall be marked and identified, including, but not limited to sanitary sewer, water, gas, and electrical. Utility structures shall be given with top elevations and size/type of cover. Storm, sanitary and waterlines shall be traced to the next junction or appurtenance upstream and downstream outside the project limits. Triad will perform a design one-call with the Miss Utility System to have each utility company field locate and mark their service lines prior to survey, as required.
3. Drainage structure (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections) inside pipe diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to the next junction point outside the project limits.
4. Pavement joints in areas between visibly differing pavement sections shall be surveyed. In the areas of asphalt overlay on concrete pavement, the visible reflective cracking of the asphalt over the previously concrete pavement shall be surveyed to establish concrete joint pattern.
5. Proposed Boring Locations will be surveyed and marked in the field with the Boring Location Number. The surveyed locations and elevations shall be provided to ADCI for use by the Geotechnical Consultant.

Item 2 – Additional On-Call Design Survey

6. The cost for one (1) additional day of on-call design survey to be used upon ADCI's request shall be included separately. This shall include both field and office time. These services will be required on short notice to verify critical locations and/or elevations.

FORMAT

7. Horizontal and vertical control for this project shall be obtained using the Primary Airport Control Station (PACS) established at the Airport. The PACS designation is HGR AP STA B and the Point ID is JV7053. Horizontal control shall be referenced to the state plane coordinate system North American Datum (NAD) 83, latest adjustment at time of survey; as provided on the NGS Data Sheet. Vertical control shall be referenced to the North American Vertical Datum (NAVD) 88 datum.

Reference all Ellipsoidal Heights to NAD83 (GRS 80) realization. The most recent National Geodetic Survey (NGS) GEOID model, shall be used. Spot elevations shall be given to V0.01 feet for paved sections and V0.1 feet for turfed sections. Locations of permanent items within the project limits shall be shown relative to "Baseline R" (horizontal control V0.05□).

8. It is requested that three (3) files (AutoCAD Civil3D 2018 or later) containing the following information be submitted for our use:

File 1 – plan.dwg - Planimetric file. (All objects in this file shall have zero elevation.)

File 2 – cont.dwg - Contours file. This file should include contours, contour labels, spot information, breaklines and the Surface Triangulated Irregular Network (TIN) used to generate the contours.

- + The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
 - + The grid pattern on the drawings shall be based on the State Plane Grid Coordinate System.
 - + No elevations shall be assigned to any lines or objects in the planimetrics file. Only contours, breaklines and spot elevations shall have elevations assigned to them.
 - + Provide contour mapping with a contour interval of 0.5 foot.
 - + All spots shall be on the appropriate layer and contain an attribute for elevation and point description.
 - + All contours shall be continuous polylines with intermediate and index layers. (Break contours for annotation only.)
 - + All text in the drawing file shall be standard (Arial font), sized to match "Leroy" standard templates (80, 100, 120, etc.) scaled for a 1"= 30' plot scale.
 - + Drawing entities shall have color and linetype set "BYLAYER".
 - + If any non-standard symbols are used in the drawing, provide a copy of the necessary code required to load and edit the drawing as submitted.
 - + No linework shall be broken in order to add specific "patterns" to create the look of a custom linetype. (An example of this would be breaking a line at specific intervals to add an "X" text object to distinguish a fenceline.) As stated, a copy of ADCI's standard linetype definition file is included. If the surveyor is unable to use this linetype definition file, the "continuous" linetype should be used in place of ADCI's custom linetypes. No additional text items or symbols should be placed along the line to "approximate" a custom linetype.
9. It is also requested that a ASCII text point file be included for both the Planimetrics and Contours files and both should be in the format: point number, northing, easting, elevation, description (P,N,E,Z,D)

File 3: SPC.asc All points given in the State Plane Grid Coordinate System.

10. It is requested that a photographic record be kept of all monuments used and proposed monuments set as part of the performance of these services. Copies of these photographs shall be provided electronically in JPEG format.

11. All computer files (drawing files, ASCII points file, photographs, etc.) shall be submitted electronically.

FEES

The fees for our services have been based on the site-specific characteristics and the anticipated quantities of work.

Runway 2/20 approximately 12 acres

Design Ground Survey.....	\$ 10,500
Additional On-Call Design Survey (One Additional Day).....	\$ 2,000

The following services are excluded.

1. FEMA Hydrology and Hydraulic studies or permitting.
2. National Environmental Policy Act (NEPA) Compliance.
3. Historical and Archaeological Studies.
4. Studies for Rare, Threatened, or Endangered Species.
5. Obtaining an approved jurisdictional determination from the USACE/MDE.
6. Consultation, Permitting, compensatory mitigation design, and/or mitigation monitoring for impacts to jurisdictional waters of the United States and/or waters of the State, including wetlands.
7. Attendance at monthly progress meetings.
8. Attendance at public meetings or hearings.
9. Applying for permits.
10. Boundary Surveys.
11. ALTA/NSPS Land Title Surveys.
12. Easement Description or Plat Preparation.
13. Title Search and Report.
14. Zoning Variances or Traffic Studies.

SCHEDULE

Triad will endeavor to complete the assigned tasks as efficiently as possible and provide all related deliverables to GHD within four to six (4 - 6) weeks of written notice to proceed. Circumstances may arise beyond our control that could result in delays.

AUTHORIZATION

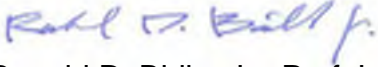
This proposal represents the entire understanding between Triad and the client in regard to the referenced project. If our scope of services and related fees are acceptable, please complete, sign, and return the attached Professional Services Agreement. Our receipt of the signed Professional Services Agreement will constitute formal notice to proceed.

This proposal shall remain open for acceptance for a period of 60 days from this date.

Triad Engineering appreciates the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

TRIAD ENGINEERING, INC.

A handwritten signature in blue ink, reading "Ronald D. Bidle, Jr.", is positioned above the printed name.

Ronald D. Bidle, Jr., Prof. LS
Survey Practice Leader

Attachments: Professional Services Agreement

January 30, 2023

2023-HGR-1303

Mr. Stephen J. Gyurisin
Geotechnical Services Manager
Triad Engineering, Inc.
1075-D Sherman Avenue
Hagerstown, Maryland 21740

Sent electronically to: sgyurisin@triadeng.com

Reference: Runway 2/20 Rehabilitation – Design and Bid Phase Services
Request For Proposal – Design Geotechnical Investigation
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Gyurisin:

Airport Design Consultants, Inc. (ADCI) is requesting a proposal from your firm to provide a Design Geotechnical Investigation in accordance with the requirements set forth in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5320-6G, Chapter 2, Soil Investigations and Evaluation for the above referenced Project at the Hagerstown Regional Airport – Richard A. Henson Field (HGR). This Project is for the design and bidding phases of a project to rehabilitate the existing Runway 2/20 pavement and Taxiway M at the Airport. A Pavement Management Program (PMP) was prepared in 2019 and the Sections being rehabilitated as part of this Project include RW 2-20-20, RW2-20-30 and TWAY M-10. The Project will include isolated full depth repairs, a mill and overlay, crack repair, new pavement markings and the replacement of the existing lighting and signage fixtures with new LED Fixtures. The proposed boring layout is generally depicted on the enclosed **Exhibit A**.

SCOPE OF WORK

Item 1 – Design Geotechnical Investigation

1. It is anticipated that four (4) borings will be required in the Project area. The boring locations may be adjusted in the field as required to avoid existing utilities, structures, etc., and as recommended by the on-site geotechnical engineer. The approximate boring locations and requested depths are indicated on the attached



Mr. Gyurisin
January 30, 2023
Page 2 of 5

Exhibit A. The Geotechnical Engineer shall include in the proposal and have the discretion of conducting one (1) additional boring based on observed field conditions.

2. For all borings, classification and depth of each soil group by the Unified Classification System (ASTM D2487 visual method) shall be recorded. The approximate depth of water table should be reported. Liquid limit, plastic limit and plasticity index (ASTM D4318), in-place moisture content (ASTM D2216), and sieve analysis (ASTM D422) of the existing soil materials shall be obtained in accordance with normal procedure as necessary to determine suitability for structural fill. The bearing pressure/capacity or correlation between blow count and bearing capacity should be reported.
3. The geotechnical investigation report should include all test data, photographic records of pavement cores/test pits, existing underlaying geologic site conditions, recommendations concerning the quantity and quality of rock (if any), the suitability of the soil material for embankment, description/recommendations on the condition of the existing pavement structure, design CBR recommendations, equivalency factors for existing pavements versus new pavements, groundwater depth, frost depth, as well as any other pertinent recommendations. The report should be sealed by a registered professional engineer or professional geologist in the State of Maryland.
4. Split spoon borings to a depth of ten (10) feet below the pavement subgrade will be required. The asphalt/PCC pavement shall be cored to preclude surface damage. The depth of each pavement layer shall be clearly noted. The approximate locations are shown on the enclosed **Exhibit A**.
5. Bag samples shall be obtained to run two (2) soaked laboratory CBR's (ASTM 1883) at optimum moisture and modified proctor (ASTM D1557) compaction for the subgrade materials.
6. All borings shall be refilled and firmly compacted at the completion of the field work each day. Pavement cores shall be filled with bituminous/PCC concrete and sealed. The field crew shall not leave the site until all borings have been checked by the Owner or their designated representative to assure satisfactory backfill and no settlement.
7. All boring locations shall be reported with respect to the state plane coordinate system North American Datum (NAD) 83 and elevations shall be referenced to the North American Vertical Datum (NAVD) 88 datum. This information will be provided by ADCI based on a field survey conducted by another firm as part of this Project.



Mr. Gyurisin
January 30, 2023
Page 3 of 5

8. Notify Miss Utility System to have each utility company field locate and mark their service lines. The Miss Utility ticket number shall be identified in the report and provided to ADCI once obtained.
9. The intent of this geotechnical exploration program to provide ADCI with ample information to evaluate the in-situ subgrade materials and perform a pavement design that will be suitable to achieve an effective useful life of twenty (20) years under the anticipated loading conditions. Based on your professional experience and standard of care, if there are any other tests or requirements to help enable this effort please do not hesitate in contacting us to discuss them and subsequently include them in your proposal.

GENERAL

10. If accepted, your proposal shall serve as a basis for a not-to-exceed contract directly with ADCI. The proposal should include a fee schedule, estimated workhours, anticipated non-salary cost and a "not-to-exceed" ceiling figure. **A copy of ADCI's standard Subconsultant Agreement and the Base Agreement with the Owner, that we are bound to, has been attached for your review.** If you have any comments please submit them prior to providing your proposal, otherwise it is assumed that you are willing to accept all of the terms and conditions presented therein.
11. As soon as your services are complete, your firm should invoice ADCI. Your invoice will then be included with the next ADCI invoice to the Owner. Payment for your services will be forwarded within fourteen (14) days upon receipt of payment from the Owner. (Receipt of payment from the Owner is dependent upon the Owner receiving funds from the applicable funding agencies.) In order to be included with the next ADCI invoice, your invoice should be received no later than the 25th of the month.
12. The invoice shall, at a minimum, include the following:
 - a. Project name
 - b. Airport name
 - c. ADCI project number
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
13. If your company does not already possess an Airfield Security Badge for HGR, then at least one member of the survey party must attend a safety and security



Mr. Gyurisin
January 30, 2023
Page 4 of 5

- training class at the airport and apply for an Airport Identification (ID) Media badge to work in the secure areas of the airport. The training class takes about 1.5 hours and must be scheduled with the Airport Manager in advance. After taking the class, the persons to be badged must complete the badging application form. The applicants company is required to verify each applicant's previous ten year employment history prior to signing the application. Please allow 7-14 days to receive the required security clearance from the Transportation Security Administration (TSA). The required forms can be obtained by contacting the Airport Operations Manager.
14. All crews working in the active Aircraft Operation Area (AOA) shall have aviation band radios and monitor the Hagerstown Ground Frequency 120.8 MHz between the hours of 7:00 a.m. and 10:00 p.m. and Unicom Frequency 122.95 MHz at all other times. All activities on the airfield shall be coordinated with the Owner and the Engineer prior to the start of work. The work crews shall be prepared to clear the taxiway safety areas (TSAs) during aircraft operations as ordered by the Owner.
 15. The ADCI Project Manager and Airport Operations Manager must be contacted prior to beginning any reconnaissance and/or field work inside and/or outside the Airport Security fence or adjacent properties. The contact information for the Airport Manager is as follows:

Mr. Gene Bolanowski Operations Manager Hagerstown Regional Airport 18434 Showalter Road Hagerstown, MD 21742	Tel: (240) 313-2769 Cell: (386) 846-9118 Email: ebolanowski@washco-md.net
--	--
 16. Since this project is funded by the Federal Government, please confirm that your firm is in compliance with the attached Title VI Assurances. As a requirement of these assurances, your firm shall be required to **sign and return** the enclosed *Certification for Contracts, Grants, Loans, and Cooperative Agreements*.
 17. Companies whose employees perform work on the Airport shall have General Liability Insurance with a minimum coverage of \$1,000,000. You will be requested to provide a Certificate of Insurance when completing the Subconsultant Agreement.
 18. If your firm is a **Disadvantaged Business Enterprise (DBE)**, provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.



Mr. Gyurisin
January 30, 2023
Page 5 of 5

ADCI is requesting your proposal on or before **February 3, 2023**. It is anticipated that a Notice-To-Proceed (NTP) for this work will be issued in the Summer/Fall of 2023. Upon receipt of the written NTP, it is requested that an electronic copy of the Sealed Geotechnical Investigation Report be forwarded to our office within thirty (30) calendar days.

If you should have any questions regarding this matter, please do not hesitate to contact our office.

Sincerely,

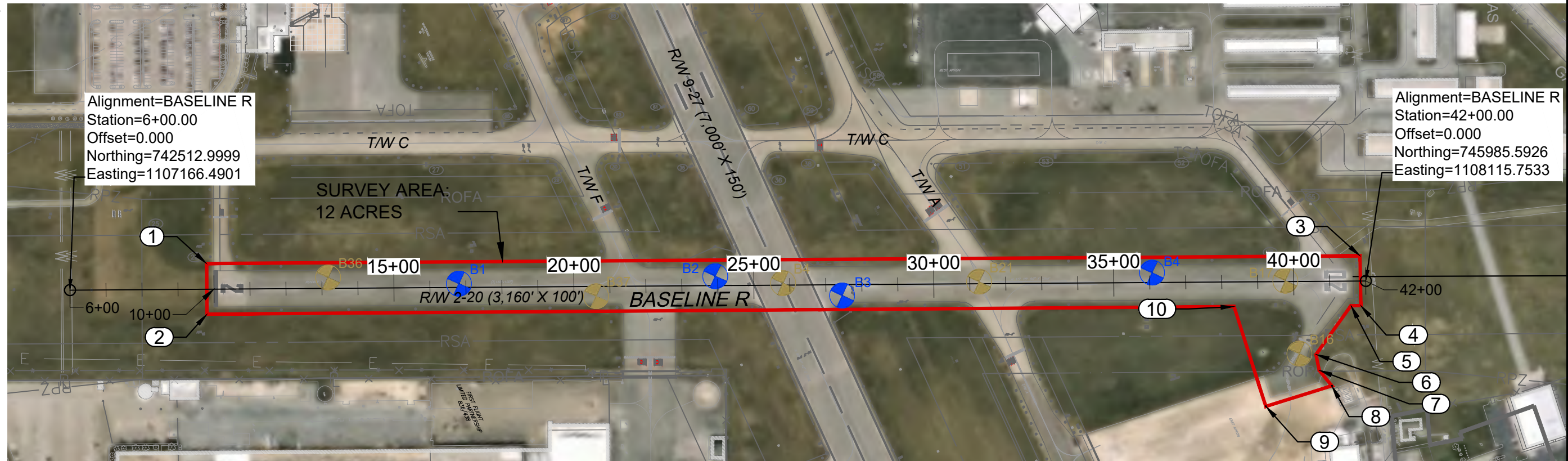
ADCI

A handwritten signature in blue ink, appearing to read "Mahesh S. Kukata", is written over a light blue rectangular background.

Mahesh S. Kukata, PE
Vice President

- Enclosures:
1. Exhibit A – Project Exhibit
 2. Sample Subconsultant Agreement and base Agreement with Owner
 3. Title VI Assurances
 4. Certification for Contracts, Grants, Loans, and Cooperative Agreements

L:\Proposals\HGR\2023-HGR-1304 Runway 2-20 Rehabilitation (Design)\SUBS\Geotech\20230130 Design Geotech RFP - HGR Rehab RW 2-20 1304.docx



SURVEY LIMIT TABLE

POINT #	STATION	OFFSET
1	9+80.02	-70.92
2	9+79.98	69.37
3	41+84.63	-69.90
4	41+85.65	68.08
5	41+58.54	68.09
6	40+60.29	202.82
7	40+68.95	246.80
8	41+03.67	290.28

SURVEY LIMIT TABLE

POINT #	STATION	OFFSET
9	39+20.08	345.97
10	38+33.65	68.22

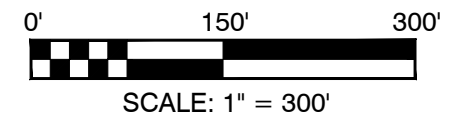
BORING LOCATION TABLE

ID	NORTHING	EASTING	ELEV (FT)*	DEPTH (FT)
B1	743557.7845	1107441.3238	-	10'
B2	744249.0308	1107614.2196	-	10'
B3	744573.9748	1107761.1173	-	10'
B4	745419.9489	1107933.1299	-	10'

* ELEVATIONS TO BE PROVIDED BY SURVEYOR UPON COMPLETION OF FIELD SURVEY.

NOTES:

- ALL STATIONS AND OFFSETS REFERENCE "BASELINE R"
- ALL SURFACE FEATURES: LIGHT FIXTURES, PAVEMENT MARKING, UTILITIES, PAVEMENT BREAKS, PAVEMENT JOINTS, PAVEMENT LIMITS, SWALES/BREAKS IN GRADE, UTILITY INVERTS, AND ANY OTHER VISIBLE ITEMS WITHIN THE LIMITS SHOWN.
- EXISTING GROUND SURVEY CAN BE COMPLETED BY DRONE AND SUPPLEMENTED WITH GROUND BASED TO PICK UP SURFACE FEATURES.
- BORING LOCATIONS ARE APPROXIMATE. EXACT BORING LOCATIONS WILL BE PROVIDED PRIOR TO STARTING.



LEGEND:

- SURVEY AREA
- APPROX. BORING LOCATION
- EXISTING CORING LOCATION

February 9, 2023

Mr. Ron Morris, PE
Airport Design Corporation, Inc.
6031 University Blvd.
Ellicott City, Maryland 21043

RE: Proposal for Pavement Exploration
Hagerstown Regional Airport, Runway 2-20 Pavement Evaluation
Washington County, MD
Triad Proposal No. 03-23-0084

Dear Mr. Morris:

Triad Engineering, Inc. (Triad) is pleased to submit this proposal for a pavement exploration of the above referenced site. We received your email dated January 30, 2023 requesting a proposal to obtain borings and cores along Runway 2-20 in Hagerstown, Maryland. This proposal outlines our understanding of the project, describes our planned scope of work and contains our unit rate fee quotation for our services.

PROJECT DESCRIPTION

Based on your email, we understand that the pavement and subsurface conditions on Runway 2-20 require exploration to supplement historical data. You requested that we explore the existing subgrade and pavement sections and provide you with existing conditions data and subgrade recommendations based on our exploration for pavement design in accordance with FAA 5320-6.

SCOPE OF SERVICES

As requested, we propose to evaluate the existing taxiway by drilling four (4) test borings and obtaining four (4) asphalt cores. As requested, we have included the cost of conducting one (1) additional boring, that will be performed at our discretion based on the conditions encountered in the field. The test borings and cores will be drilled at the locations indicated on the provided site plan. Our planned scope of services is more fully discussed below.

Field Exploration

We will obtain asphalt cores utilizing a 10 inch diameter diamond core barrel. After recovery of the asphalt core, we propose to accomplish the test borings with a rotary auger drill rig and perform Standard Penetration Testing and sampling. The test borings will extend to a depth of approximately 10 feet each or auger refusal, whichever occurs first. The boreholes will be checked for groundwater upon completion and then backfilled with auger cuttings. After backfilling with the auger cuttings, the holes will be patched with quick set concrete or asphalt cold patch, whichever is requested by you. Please note that some settling of this backfill may occur over time. Our proposal does not include return site visits for maintenance of the borehole locations after our on-site work is complete.

We understand that airport personnel will escort our crew during the field work. Therefore, costs associated with obtaining security clearances are not included in this proposal.

Geotechnical personnel from our office will be present to supervise the field exploration program and log all test borings and retrieve the asphalt cores. **We understand that the core locations will be staked by others prior to our mobilization.**

Underground Utilities

Unmarked underground utilities pose a grave threat to workers performing subsurface drilling and excavation. Because of this, Triad will contact the appropriate public utility location service (e.g., Miss Utility, One-Call, etc.) to mark underground utilities prior to our subsurface exploration. However, it must be noted that public utility location services will not mark private underground lines or public underground utilities beyond a meter. Therefore, it is your responsibility to disclose the presence and provide the accurate location of all underground utilities not marked by the public utility location service. **Triad will not be responsible for any damages that may result from striking underground utilities during the course of the subsurface exploration.**

Unless you have specific knowledge regarding on-site utility locations, we recommend that a private utility locator be engaged to provide this service. Triad can provide an additional fee and Change Order to subcontract this service, or you can directly engage a private utility locator. If you choose to be responsible for on-site utility location, please notify our Project Manager and provide satisfactory evidence that the on-site utility location was completed. If evidence of unmarked underground utilities is encountered during our subsurface investigation, Triad will immediately stop work in these areas. You will be responsible for any costs that result from project delays or additional work caused by unmarked on-site utilities.

Laboratory Testing

Laboratory testing will be conducted on representative samples to supplement field classifications, assess potential volume change characteristics and establish foundation and pavement design parameters. The following types and numbers of tests are planned:

TYPE OF TEST	PLANNED NUMBER
Moisture Content	5
Classification (Sieve Analysis and Atterberg Limits)	1
California Bearing Ratio (C.B.R.) Includes Modified Proctor and Classification	2

Evaluation and Detailed Report

Upon completion of the field exploration and laboratory testing, we will prepare a detailed geotechnical report which will include the following:

- 1) A detailed discussion of the site geology and subsurface conditions encountered.
- 2) Detailed test boring and asphalt core logs with a test Location Plan.
- 3) Results of laboratory soil testing.
- 4) Subgrade recommendations based on the results of our field exploration and laboratory testing for pavement design in accordance with FAA 5320-6.

Our services for this project are strictly limited to those described herein. If necessary, additional services which may be required will be addressed by a change order to this contract.

FEES AND SCHEDULE

The fee for our services will be based on the unit prices listed herein and the actual quantities of work performed. Based on these unit rates and the scope of work outlined in this proposal, **we estimate a total fee of \$7,500**. An itemized fee estimate is attached to this proposal.

The quoted unit rates are firm. The quantities of work are estimated based on our past experience and judgment, and therefore, the actual fee for the project may be more or less than estimated. We recommend a "not to exceed fee" of \$8,000. This includes a contingency to cover unforeseen conditions that may arise during field work and require that additional work be performed while personnel and/or equipment are immediately available. This contingency is designed to protect your interests. If it is necessary to demobilize and later remobilize personnel and equipment, both cost and schedule could

be impacted significantly. If we recognize that the Scope of Work required to complete the project will increase significantly (beyond the contingency discussed above), Triad will provide you with a Change Order to authorize additional fees.

The field investigation fees include mobilization and transportation of drill rig and crew to and from the site and the listed totals of soil drilling and sampling. Fees for stand-by time (at the Client's request) or additional drilling footage have not been included. The charges for these items will be additional, if required. Charges associated with post-report meetings, plan reviews and extensive consultation have not been included and will be invoiced on a time and materials basis at a unit rate of \$125 per hour for a Senior Geotechnical Engineer.

Triad will submit invoices for payment on a monthly basis, or upon project completion, whichever occurs first. Our invoices will be based on the percentage of work completed during the previous period, or based upon project milestones set forth in this proposal. Any subcontractor costs will be invoiced immediately upon receipt. In all cases, payment is due no more than 30 days following receipt of our invoice unless the provisions of our contract set forth an alternate schedule for payment.

Our work load at the time of authorization will have some influence on the starting date for the exploration. We are normally able to initiate field work within five to ten working days after written authorization is received. We anticipate that the field exploration will require approximately 1 day. We anticipate that the laboratory testing will require approximately 2 to 3 weeks. Our report can be submitted within 1 to 2 weeks after completion of the laboratory testing. ***It is emphasized that this schedule is an estimate and it is based on normal work loads and appropriate weather conditions.***

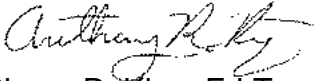
AUTHORIZATION

This proposal and the attached Professional Services Agreement (PSA) represent the entire understanding between you and Triad with respect to the subject project. If our scope of services and related fees are acceptable, please complete the attached PSA and return it to us. Our receipt of the signed PSA will constitute formal notice to proceed. This proposal will remain open for a period of sixty (60) days from this date.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

TRIAD ENGINEERING, INC.



Anthony R. King, E.I.T.
Staff Engineer



Stephen J. Gyurisin
Geotechnical Services Manager

Attachments: Itemized Fee Estimate
 Professional Services Agreement

ITEMIZED FEE ESTIMATE

Proposal for Geotechnical Exploration
Runway 2-20
Hagerstown, MD
Triad Proposal No. 03-23-0084

ITEM	ESTIMATED QUANTITY	UNIT RATE	CONTRACT FEE
FIELD EXPLORATION			
Minimum Daily Charge, lump sum (includes up to 6 borings to 10' each)	1	\$ 2,700.00	\$ 2,700.00
Drilling Fee for Additional Borings (maximum drill depth of 10'), per boring	0	\$ 200.00	\$ -
Staff Engineer (logging borings and directing field crew), per hour	8	\$ 100.00	\$ 800.00
Geotechnical Technican (coring and patching pavement), per hour	8	\$ 75.00	\$ 600.00
		Subtotal	\$ 4,100.00
LABORATORY TESTING SERVICES			
Moisture Content (ASTM D 4959), per test	5	\$ 10.00	\$ 50.00
Soil Classification by USCS (ASTM D 2487), per test	3	\$ 170.00	\$ 510.00
Modified Proctor (ASTM D 1557), per test	2	\$ 185.00	\$ 370.00
California Bearing Ratio (ASTM D 1883)	2	\$ 310.00	\$ 620.00
		Subtotal	\$ 1,550.00
EVALUATION AND REPORT			
Staff Engineer, per hour	11	\$ 100.00	\$ 1,100.00
Senior Engineer, per hour	6	\$ 125.00	\$ 750.00
		Subtotal	\$ 1,850.00
TOTAL ESTIMATED PROJECT FEES			\$ 7,500.00

FORCE ACCOUNT WORK AGREEMENT

(No Force Account Work is proposed for this Project.)

SCOPE OF WORK

(The scopes of work are included in the respective Negotiated Agreements)

INDEPENDENT FEE ESTIMATES

- 1. TO# 14 – Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services – C&S Companies**



Send Payment to: C&S Engineers, Inc.
PO Box 64366
Baltimore, MD 21264-4366

Neil Doran
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, MD 21742

Invoice #: 01111795
Project: 405A02304
Invoice Date: 05/16/2023

For Professional Services Rendered through 4/28/2023

IFE - HGR RW 2-20 Rehab Design

Total Project Fee Authorized	2,500.00
Percent Complete as of 4/28/2023	100.00
Fee Earned To Date	2,500.00
Less Previous Billings	0.00
Current Billing Amount	2,500.00
Amount Due this Invoice	2,500.00

C&S Engineers, Inc. (IFE) (RUN020) RW 2-20 Pavement Rehab	VOUCHER #	155842
	APPROVED BY	Neil Doran
	VENDOR #	24563
	Purchase Order #	
	RECEIVER #	
	ACCOUNT #	515160-35-45010- RUN020-ENGR-00000

C&S wants your feedback. Visit <http://www.cscos.com/feedback>

Invoice Contact Person: Kim Cadrette, Project Accountant
Telephone: (315) 703-4203, kcadrette@cscos.com
Net 30 Days - 1 1/2% Interest per Month



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

April 14, 2023

Mr. Neil R. Doran, C.M., ACE, Airport Director
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, MD 21742

Re: Hagerstown Regional Airport (HGR)
Independent Fee Estimate (IFE)
Rehabilitate Runway 2/20, Phase 1
Design and Bidding Phase Services

File: 405.A02.297

Dear Mr. Doran:

We have completed the Independent Fee Estimate (IFE) for the Rehabilitate Runway 2-20 Phase 1 Design and Bidding Phase Services Project at the Hagerstown Regional Airport (HGR). The independent fee estimate is \$410,589.

The fee estimate is based upon the scope of work received via email from your office on Monday, April 10, 2023. It is our opinion that a reasonable total fee for all services for this work is in the range from \$369,530 to \$451,648.

We are pleased to have this opportunity to provide this service for the Hagerstown Regional Airport.

If you have any questions regarding this IFE, please do not hesitate to call me at (315) 703-4391 or (315) 243-7428.

Very truly yours,

C&S ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'James Dolan', written over a light blue horizontal line.

James Dolan
Managing Engineer – Aviation

Attachments

**Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services
Hagerstown Regional Airport – Richard A. Henson Field**

Multipliers	
Overhead:	170.00%
Profit:	15.00%

IFE Firm Name: **C&S Engineers, Inc.**

Date Prepared: April 14, 2023

Total Budget Amount:

Work Classification:		Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
Direct labor cost:		\$ 125.00	\$ 80.00	\$ 70.00	\$ 60.00	\$ 64.40	\$ 44.80			
Project Management										
a	Proposal Preparation	4	8		4			16	\$	1,380
b	Environmental Coordination (Documented CATX)			32				32	\$	2,240
	Prepare and Submit 7460s for Temporary Construction Objects to FAA for Review and Determination				8			8	\$	480
d	Project Administration	40						40	\$	5,000
e	FAA/State Pay Requests (6)	2			12			14	\$	970
	Prepare Grant Application (1)	8		16			2	26	\$	2,210
e1	Requests for Reimbursements (4)	8						8	\$	1,000
f	Internal QA/QC Review		8					8	\$	640
Preliminary Design										
	Project Kick-off Meeting (1)	8		8				16	\$	1,560
	Record Document Collection and Review				4		4	8	\$	419
	Coordinate Field Topographic Surveys and Geotech Work	2			8		4	14	\$	909
	Provide Airfield Escort for Field Topographic Surveys and Geotech Work (2 weeks)				80			80	\$	4,800
	Obtain Survey and Set Up CAD Base Files				4		16	20	\$	957
	Provide Fleet Mix and Forecast Data for Pavement Design	2			8			10	\$	730
	Design Review Meeting (1)	8		8				16	\$	1,560
30% Submittal										
	TITLE SHEET				2		4	6	\$	299
	GENERAL PROJECT LAYOUT				4		8	12	\$	598
	GENERAL CONSTRUCTION AND SAFETY NOTES				8		12	20	\$	1,018
	OVERALL CONSTRUCTION PHASING PLAN AND NOTES			8	8		16	32	\$	1,757
	CONSTRUCTION SAFETY AND PHASING PLANS (2)			8	16		24	48	\$	2,595
	CONSTRUCTION PHASING DETAILS AND NOTES (2)			4	8		8	20	\$	1,118
	DEMOLITION PLANS (4)	4	8	8	16		24	60	\$	3,735
	PAVING AND GEOMETRY PLANS (4)			8	16		40	64	\$	3,312
	TYPICAL SECTIONS AND PAVING DETAILS (2)		4	4	8		16	32	\$	1,797
	RUNWAY PROFILES (2)		4	8	16		32	60	\$	3,274
	GRADING PLAN AND PROFILE (4)		2	8	8		40	58	\$	2,992
	PAVEMENT MARKING PLANS (4)		4	8	24		32	68	\$	3,754
	PAVEMENT MARKING DETAILS (2)				8		16	24	\$	1,197
	ELECTRICAL DEMOLITION PLANS (4)		2	24			16	42	\$	2,557
	ELECTRICAL PLANS (4)			24	16		16	56	\$	3,357
	ELECTRICAL DETAILS (2)		4	8	8		8	28	\$	1,718
	WINDCONE DETAILS (1)		4	8			8	16	\$	1,238
	BORING LOCATION PLAN				8			24	\$	480
	BORING LOGS							16	\$	-
	Design Report (including construction schedule)		2	4	48	8	4	66	\$	4,014
	Preliminary Engineer's Opinion of Probable Cost (EOPC)		8	8	24		8	48	\$	2,998

**Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services
Hagerstown Regional Airport – Richard A. Henson Field**

Multipliers	
Overhead:	170.00%
Profit:	15.00%

IFE Firm Name: **C&S Engineers, Inc.**

Date Prepared: April 14, 2023

Total Budget Amount:

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
Direct labor cost:	\$ 125.00	\$ 80.00	\$ 70.00	\$ 60.00	\$ 64.40	\$ 44.80	16	\$ 918	
		4		4		8			

Submit 30% Documents - 5 Sets (Electronic Only)

**Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services
Hagerstown Regional Airport – Richard A. Henson Field**

Multipliers	
Overhead:	170.00%
Profit:	15.00%

IFE Firm Name: **C&S Engineers, Inc.**

Date Prepared: April 14, 2023

Total Budget Amount:

	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
Work Classification:									
Direct labor cost:	\$ 125.00	\$ 80.00	\$ 70.00	\$ 60.00	\$ 64.40	\$ 44.80			
Final Design - 90% Submittal									
TITLE SHEET				2		4	6	\$ 299	
GENERAL PROJECT LAYOUT		2		8		16	26	\$ 1,357	
SURVEY CONTROL PLAN				4		16	20	\$ 957	
GENERAL CONSTRUCTION AND SAFETY NOTES		2		8		8	18	\$ 998	
OVERALL CONSTRUCTION PHASING PLAN AND NOTES		2		12		16	30	\$ 1,597	
CONSTRUCTION SAFETY AND PHASING PLANS (2)		4		8		24	36	\$ 1,875	
CONSTRUCTION PHASING DETAILS AND NOTES (2)	2	4		4		8	18	\$ 1,168	
DEMOLITION PLANS (4)	2	4		8		16	30	\$ 1,767	
PAVING AND GEOMETRY PLANS (4)						16	16	\$ 717	
TYPICAL SECTIONS AND PAVING DETAILS (2)		8		16		12	36	\$ 2,138	
RUNWAY PROFILES (2)		4		8		16	28	\$ 1,517	
GRADING PLAN AND PROFILE (4)	2	4		16		24	46	\$ 2,605	
PAVEMENT MARKING PLANS (4)		2		8		16	26	\$ 1,357	
PAVEMENT MARKING DETAILS (2)		2		4		8	14	\$ 758	
ELECTRICAL DEMOLITION PLANS (4)		2	16			16	34	\$ 1,997	
ELECTRICAL PLANS (4)		8	16			16	40	\$ 2,477	
ELECTRICAL DETAILS (2)		4	12			8	24	\$ 1,518	
WINDCONE DETAILS (1)			4			8	12	\$ 638	
BORING LOCATION PLAN			8			8	16	\$ 918	
BORING LOGS						8	8	\$ 358	
CROSS SECTIONS (4)		2	8	24		24	58	\$ 3,235	
Technical Specifications		4	16	40			60	\$ 3,840	
Final Engineer's Opinion of Probable Cost (EOPC)		2	8	16		4	30	\$ 1,859	
Design Report			4	16	4	4	28	\$ 1,677	
Design Review Meeting (1)		8		8		4	20	\$ 1,299	
Submit 90% Documents - 5 Sets (Electronic Only)		4		4		8	16	\$ 918	

**Rehabilitate Runway 2/20, Phase 1 – Design and Bidding Phase Services
Hagerstown Regional Airport – Richard A. Henson Field**

Multipliers	
Overhead:	170.00%
Profit:	15.00%

IFE Firm Name: **C&S Engineers, Inc.**
 Date Prepared: April 14, 2023
 Total Budget Amount:

	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
Direct labor cost:	\$ 125.00	\$ 80.00	\$ 70.00	\$ 60.00	\$ 64.40	\$ 44.80			
Final Design - 100% Submittal/Bid Documents									
100% Drawings									
Incorporate County, HGR, MAA and FAA - WADO Comments and Update Drawings		4	8	24		24	60	\$ 3,395	
Design Review Meeting (1)		8	8			4	20	\$ 1,379	
Submit 100%/Bid Documents - 12 Sets		2		8		8	18	\$ 998	

Subcontracted Services	
Field Topographic Survey	\$35,016
Geotechnical Investigations	\$17,500
Total - Subcontracted Services:	\$52,516

Total Labor:	\$ 115,201
Overhead Cost: 170.00%	\$ 195,841
Subtotal:	\$ 311,042
Fixed Fee: 15.00%	\$ 46,656
Total with Overhead and Fixed Fee:	\$ 357,698
Total Direct Expenses:	\$ 375
Total - Subcontracted Services:	\$ 52,516
Grand Total (Lump Sum (LS)):	\$ 410,589

EXHIBIT A (AIRPORT PROPERTY MAP)

(The current Exhibit A is on File with FAA WADO and is not attached to this Application Package.)



Agenda Report Form

Open Session Item

SUBJECT: FY24 Adult Day Reporting Center Grant – Approval to Submit Application and Accept Funding as Awarded

PRESENTATION DATE: June 27, 2023

PRESENTATION BY: Meaghan Willis, Program Director, Day Reporting Center, and Rachel Souders, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve submission of a grant application to the Governor's Office of Crime Prevention, Youth, and Victim Services and accept funding as awarded.

REPORT-IN-BRIEF: The Washington County Sheriff's Office Day Reporting Center (WCSO DRC) is requesting approval to submit a grant application to the Governor's Office of Crime Prevention, Youth, and Victim Services and accept up to \$270,000 in awarded funding.

DISCUSSION: The Governor's Office of Crime Prevention, Youth, and Victim Services (GOCOPYVS) has made funding available exclusively to Day Reporting Centers in Maryland to support operations, improvements, and programming aimed at reducing recidivism among offenders. The WCSO DRC is requesting funds primarily for the purpose of improving the areas and supplies used for public-staff interaction.

The grant award period is for one year. Matching funds are not required and there will be no recurring costs.

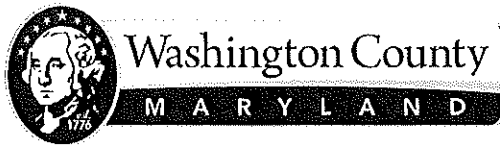
FISCAL IMPACT: Will provide the Washington County Sheriff's Office Day Reporting Center with up to \$270,000 in grant funding.

CONCURRENCES: Susan Buchanan, Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of application.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Memorandum of Understanding (MOU) between the Town of Sharpsburg and Board of County Commissioner for drilling a well on the Town's property

PRESENTATION DATE: June 27, 2023

PRESENTATION BY: Mark D Bradshaw, PE – DEM Director

RECOMMENDED MOTION: Move to approve MOU between the County and the Town of Sharpsburg for drilling a new well on the Town's property.

REPORT-IN-BRIEF: The Environmental Management Advisory Committee had previously recommended that the County explore the possibility of drilling a supplemental water source for Sharpsburg. After exploring this recommendation, it was determined that that the County would save money by treating ground water instead of surface water. Determining a location to drill the new well was challenging due to the National Park Service owning most of the land around Sharpsburg, so the Town offered their land as a potential site for the new well.

DISCUSSION: On December 13, 2022, Mayor Weaver made a presentation to the Board proposing a joint project to drill a new well on the Town's property as an alternative water source. Mr. Weaver proposed that the County and Town would split the cost equally to drill and develop a new well on property the Town owns. Mr. Weaver also offered the Town's existing well as an additional source of water in the event the new well doesn't supply 100% of the water systems demand.

In exchange for the Town granting the County permission to drill the well, the County will pay the Town for the water withdrawn from the well(s).

FISCAL IMPACT: Capital cost to develop the new well and construct a new treatment plant will cost around \$300K.

CONCURRENCES: County Attorney's office

ALTERNATIVES: Continue to use the river as the only source of water.

ATTACHMENTS: Agreement for Grant of License and Water Right

AUDIO/VISUAL NEEDS: NA

AGREEMENT FOR GRANT OF LICENSE AND WATER RIGHTS

This Agreement is made _____, 2023 between the Board of County Commissioners of Washington County, Maryland (the "County"), a body politic and corporate, and the Mayor and Council of Sharpsburg, Maryland (the "Town"), a body politic and corporate.

RECITALS

A. The Town is the owner of real property shown on Exhibit A, attached to and by this reference incorporated, located within the corporate boundary of the Town, which is known as Sharpsburg Lonnie Lee Crampton Park and described as Tax Parcel Account No. 01-019015, Map 761, Parcel 544, being approximately 4.68 acres, more or less, improved by ball fields and park area (the "Park"). Existing on the Park parcel of ground is an existing water well (the "Existing Well").

B. The County is the owner of real property shown on Exhibit A, which is known as 126 W. High St., Sharpsburg, Maryland, and described as Tax Parcel Account No. 01-020225, Map 761, Parcel 545, being approximately 0.265 acres, more or less, improved by a water tower and associated utilities equipment structures, including an approved public water supply system owned by the County (the "Water System") which serves the area of the County surrounding and including the Town.

C. In consideration for the Town's agreement to improve the infrastructure of the Existing Well as necessary to supply the Water System and to grant the County legal access to the Park parcel for the drilling, development and maintenance of a water well to be connected to the Water Supply, the County agrees to contract for and oversee the drilling of such well to applicable legal standards and, if feasible, the County agrees to contract for and oversee the installation, operation and maintenance of water treatment facilities necessary to connect said well to the Water System (the "New Well"), and County agrees to purchase water from the Town subject to and in accordance with the terms and conditions of this Agreement.

THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Existing Well; Test Well; Feasibility Determination.

A. The Town will take such steps as may be necessary, if any, to improve the infrastructure of the Existing Well to meet commercial production and untreated quality standards, e.g., increased pump size, larger casing, etc. to serve the Water Supply. The Maryland Department of the Environment will review the production capacity and untreated water quality of the Existing Well and determine whether or not it can be connected to the Water System.

B. The County will promptly contract for and oversee the drilling of a test well for the purpose of determining the obtainable water flow rate and untreated quality (the "Test Well"). Upon completion of the Test Well, the County will promptly determine based on water flow rate and untreated water quality the feasibility of finalizing and connecting the Well to the Water System.

C. If the County reasonably determines that the Test Well is feasible for treatment to necessary standards and connection to the Water System and, coupled with the Existing Well, would provide an estimated average daily production of 75,000 gallons or more, it will promptly install such well infrastructure as is necessary to meet commercial production and untreated water quality standards necessary to connect to the Water System (upon completion of which the improved Test Well will be known as the “New Well”) and contract for and oversee the installation of water treatment equipment and facilities (the “Treatment Facility”) necessary to connect the New Well to the Water System in compliance with all applicable laws and regulations. In the event that the New Well is connected to the Water System, the Town will reimburse the County one-half (1/2) of the costs of bringing the New Well online, including but not limited to the purchase of all equipment and materials.

D. If the County reasonably determines that the completion and connection to the Water System of the Well is infeasible because of insufficient flow or untreated water quality, either by itself or as considered together with the Existing Well, then the Town will take all necessary steps to cap and abandon the Test Well consistent with all applicable laws, regulations and industry best practices. In such event, the County will reimburse the Town one-half (1/2) of the costs of drilling the Test Well.

2. License in Land and Water Rights. The Town hereby grants to the County a license on, over, across, and under the area of the Park generally shown on Exhibit A hereto and labeled as Proposed Well & Treatment Facility, along with rights of ingress thereto and egress therefrom along the existing lane to West High Street for access and maintenance, and water rights concomitant with the Existing Well, Test Well and New Well, if any. The actual square footage of the license area will be finalized upon the determination by the County’s Director of Environmental Management of the equipment needed to operate the New Well. The parties agree that an amended Exhibit A shall be appended to this Agreement showing the final license area.

3. Water Treatment. The County will provide, at its sole expense, sufficient equipment, chemicals, and technical oversight, along with all necessary repairs, maintenance and replacement of such equipment, to treat the water produced by the Existing Well and the New Well for use in the Water System. The County will be solely responsible for meeting all legal and regulatory water quality standards.

4. Gallage Payments. The County shall pay to the Town for each gallon of water flowing from the Existing Well and the New Well to the Water System the sum of \$0.003171 (the “Gallon Rate”) as adjusted annually as set forth herein. The Gallon Rate is indexed as of the date of this Agreement to the County’s FY 2023 Department of Water Quality Full-Service Sewer & Water Rates. The Gallon Rate shall be adjusted annually during the term of this Agreement to increase or decrease in the same proportion that the Residential Full-Service Base Charge increases or decreases year over year compared to the immediately preceding fiscal year. For example, if the Residential Full-Service Base Charge increased by 8.0% over the preceding fiscal year, then the Gallon Rate paid by the County to the Town would also increase by 8.0%.

5. Term and Termination of Agreement and License; Renegotiation. This Agreement shall have a term of twenty (20) years from the date on which the Well is connected to the Water System. By written notice delivered to the other not more than one (1) year nor less than sixty (60) calendar days prior to the end of the initial term, either party may notify the other of its desire to terminate, amend, supplement or renegotiate this Agreement, in whole or in part. If no such written notification is given, this Agreement shall automatically continue with the same terms and conditions as set forth herein for one additional ten (10) year term. Upon the expiration or termination of this Agreement, the license shall thereby be revoked effective thirty (30) days from the date of expiration or termination. The Town will retain ownership of the New Well and all water treatment equipment, material, and infrastructure installed by the County pursuant to the obligations of this Agreement shall remain County-owned. In the event that the combined production of the Existing Well and the New Well fall below 75,000 gallons per day for a period of time reasonable under all of the circumstances to support the conclusion that together the two wells will indefinitely fail to produce at least such amount, then the parties shall negotiate in good faith to modify this Agreement so as to best effect the original intent of the parties in a mutually acceptable manner in order that the economic substance of the transactions contemplated hereby are not affected in any manner substantially and materially adverse to either party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

ATTEST:

COUNTY

THE BOARD OF COUNTY
COMMISSIONERS FOR
WASHINGTON COUNTY

By: _____
John Barr, President

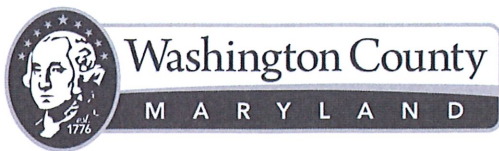
TOWN

THE MAYOR & COUNCIL OF
SHARPSBURG

By: _____
Russ Weaver, Mayor

EXHIBIT A





Agenda Report Form

Open Session Item

SUBJECT: Property Acquisition for Hopewell Road

PRESENTATION DATE: June 27, 2023

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve the option agreement for partial property acquisition including the fee simple and easement for 11019 Hopewell Road and approve an ordinance approving said purchase and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: Properties were appraised, and the option agreement has been signed by the property owner.

Property Address	Fee Simple Acquisition	Easement Acquisition	Cost of Acquisition
11019 Hopewell Road	3,968 SF	4,004 SF	\$8,500.00

DISCUSSION: The Hopewell Road realignment and culvert work in this area is part of the Wright Road Appalachian Regional Commission (ARC) project.

FISCAL IMPACT: \$8,500; CIP Budgeted Project

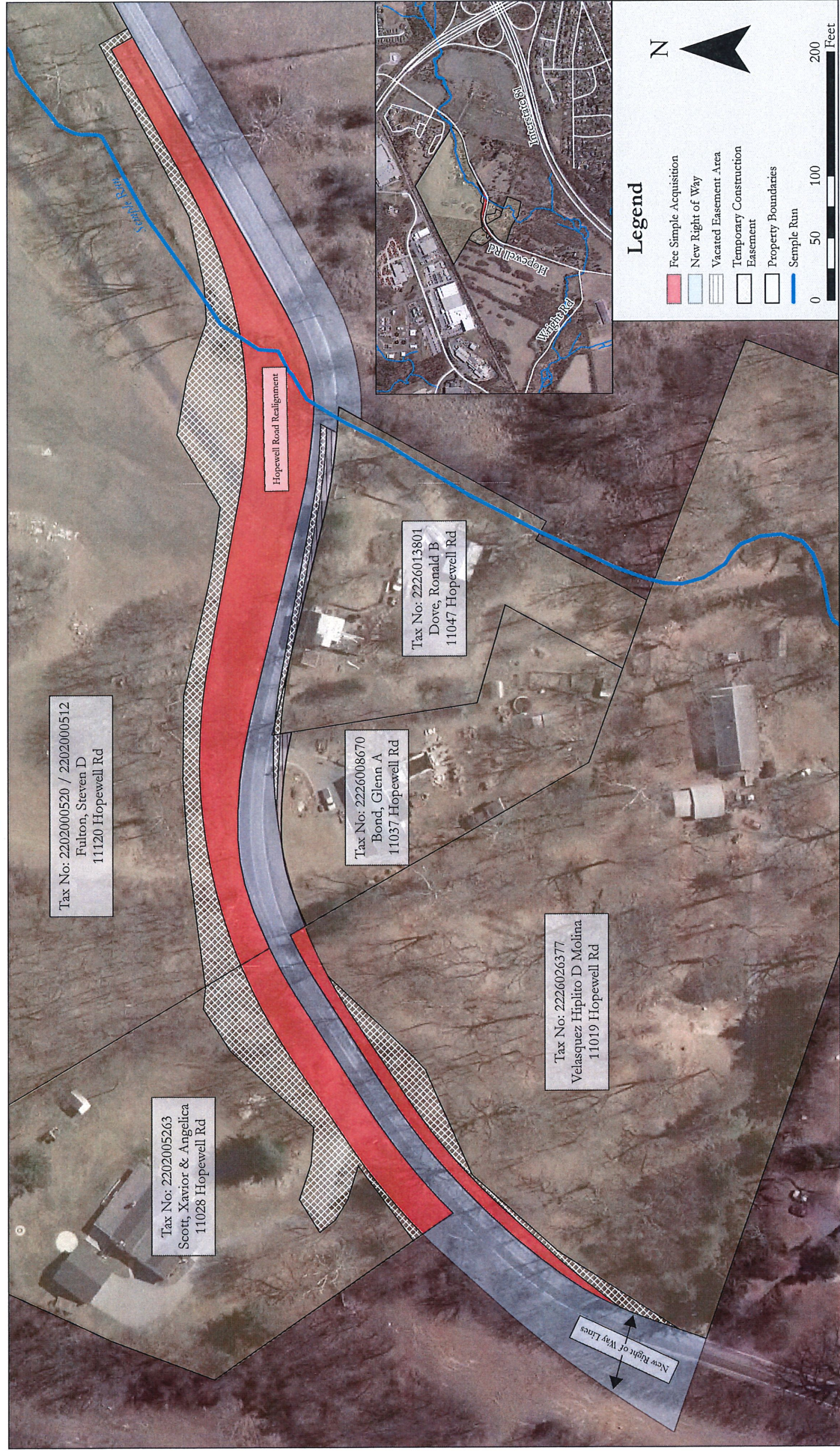
CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Ordinance

AUDIO/VISUAL NEEDS: Aerial Map

Hopewell Road



ORDINANCE NO. ORD-2023-

**AN ORDINANCE TO APPROVE THE PURCHASE OF AN EASEMENT INTEREST
IN REAL PROPERTY**

(Hopewell Road Realignment Project – Velasquez Property)

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the “County”), believes that it is in the best interest of the citizens of Washington County to purchase an easement interest in certain real property identified on the attached Schedule A (the “Easement Property”) to be used for public purposes.

2. The County approved the purchase of the Easement Property on June 27, 2023.

3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase the Easement Property are not to be expended from the General Fund of the County.

4. The purchase of the Easement Property is necessary for the Hopewell Road Realignment Project.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of the Easement Property be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Easement Property.

ADOPTED this 27th day of June, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Zachary J. Kieffer
Assistant County Attorney

Mail to:
Office of the County Attorney
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740

SCHEDULE A---DESCRIPTION OF EASEMENT PROPERTY

All that portion of land lying between the outermost lines labeled as "RIGHT-OF-WAY LINE" and the innermost lines labeled as "EXISTING RIGHT-OF-WAY LINES HEREBY VACATED", as shown or indicated on a plat prepared by the Division of Engineering for Washington County, Maryland, entitled, "HOPEWELL ROAD REALIGNMENT (NORTHEAST OF WRIGHT ROAD)", and intending to be recorded among the Land Records of Washington County, Maryland, in the County Road Plat Book as Right-of-Way Plat No. 100-10-617, all of which plat is made a part hereof, so far as the property and/or rights may be affected by the proposed improvements, and the appurtenances thereto belonging, or in anywise appertaining, situate along the Southeasterly side of Hopewell road approximately 600 feet Northeast of its intersection with the realigned portion of Wright Road, in Election District No. 26 of Washington County, Maryland, and more particularly described as follows:

BEGINNING for the outline hereof at a point in the existing Right-of-Way line for the said Hopewell Road, said point being 16.47 feet right of and perpendicular to Baseline of Right-of-Way station 50+32.26, as shown on said Right-of-Way Plat No. 100-10-617 as aforementioned, said point also being in the existing property line and line of division between the lands of Grantors herein and the adjoining lands of N/F Genn A. and Anna M. Bond, by a deed dated May 9, 1980, and recorded among said Land Records in Liber 700 at folio 645, said line being the second (2nd) or North 32 Degrees 04 Minutes 11 Seconds West 287.37 foot line of said deed; thence with said line for a portion thereof, on a bearing to agree with a recent survey by the Division of Engineering for Washington County, Maryland

1. South 29 Degrees 44 Minutes 00 Seconds East 13.67 feet to a 5/8" Rebar & Cap set; thence leaving said existing property line and line of division and cross the lands of Grantors herein by five (5) new lines of Right-of-Way now established, by a curve to the left having a radius of 370.00 feet, an arc length of 81.73 feet, and subtended by a chord with a bearing and distance of
2. South 62 Degrees 16 Minutes 41 Seconds West 81.56 feet to a 5/8" Rebar & Cap set;
3. South 55 Degrees 57 Minutes 01 Seconds West 84.04 feet to a 5/8" Rebar & Cap set; by a tangent curve to the left having a radius of 480.00 feet, an arc length of 116.90 feet, and subtended by a chord with a bearing and distance of
4. South 48 Degrees 58 Minutes 25 Seconds West 116.61 feet to a 5/8" Rebar & Cap set;
5. South 41 Degrees 59 Minutes 49 Seconds West 58.28 feet to a 5/8" Rebar & Cap set; by a curve to the left having a radius of 836.07 feet, an arc length of 63.49 feet, and subtended by a chord with a bearing and distance of
6. South 38 Degrees 35 Minutes 38 Seconds West 63.48 feet to a 5/8" Rebar & Cap set in the existing Right-of-Way line for Hopewell Road; thence with said Right-of-Way line for the following four (4) courses, by a reverse curve to the right having a radius of 294.50 feet, an arc length of 32.80 feet, and subtended by a chord with a bearing and distance of
7. North 27 Degrees 11 Minutes 56 Seconds East 32.78 feet to a point; by a compound curve to the right having a radius of 548.30 feet, an arc length of 229.61 feet, and subtended by a chord with a bearing and distance of

8. North 45 Degrees 15 Minutes 15 Seconds East 227.94 feet to a point;
9. North 57 Degrees 15 Minutes 04 Seconds East 101.33 feet to a point; by a tangent curve to the right having a radius of 345.38 feet, an arc length of 45.21 feet, and subtended by a chord with a bearing and distance of
10. North 61 Degrees 00 Minutes 03 Seconds East 45.17 feet to the point of beginning, containing an area of 3,968 square feet or 0.09109 acres of land, more or less

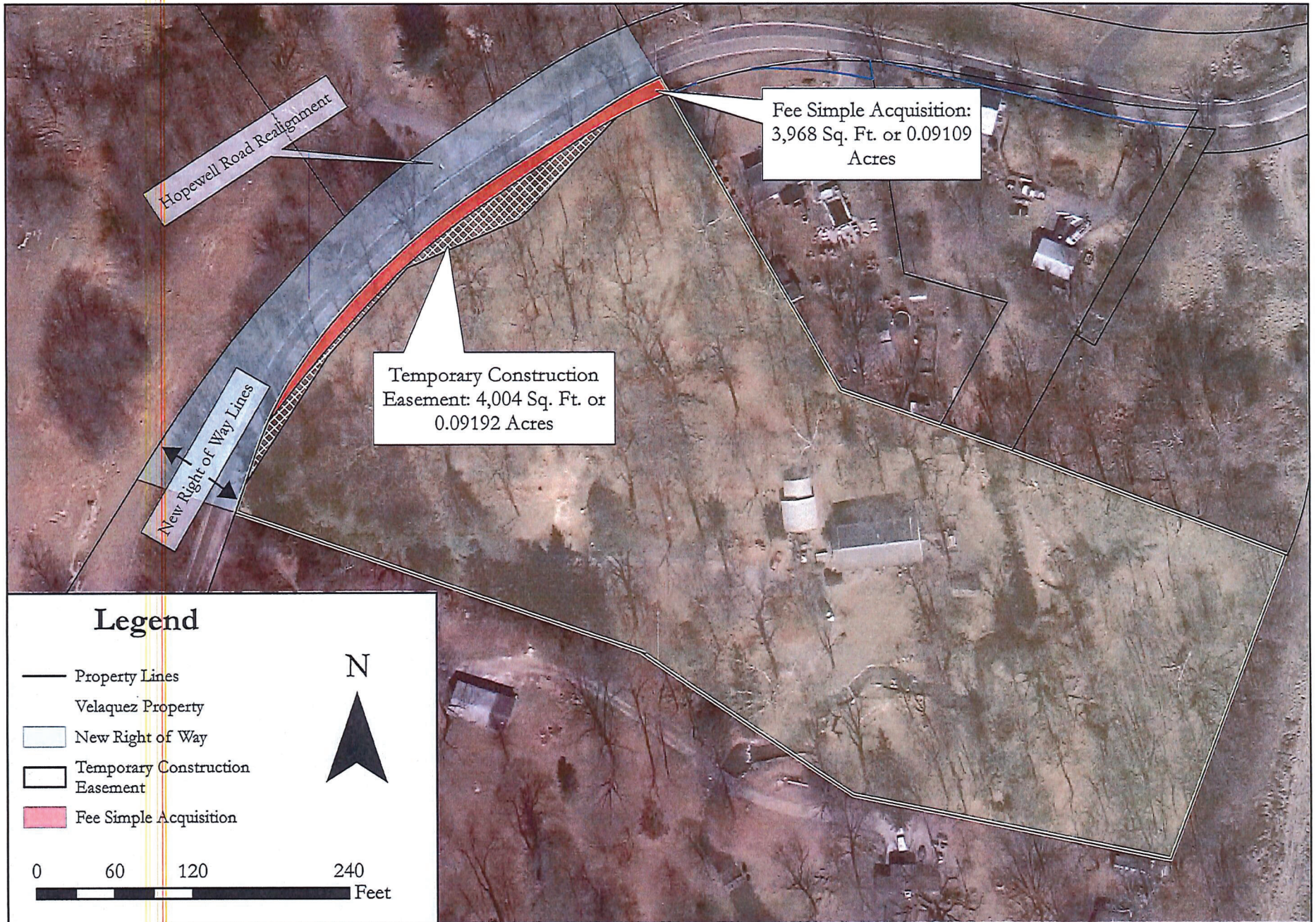
TOGETHER with the right to use the area designated **TEMPORARY EASEMENT to be Used Only during the Period of Construction**, encompassing 4,004 square feet or 0.09192 acres of land, more or less; the outline of which is graphically depicted on the said Right-of-Way Plat No. 100-10-617. The purpose of the Temporary Easements shall be to provide working space for grading and access upon Grantors' property during the performance of the impending Washington County Division of Engineering Contract No. _____. The Temporary Easement shall revert to the Grantors by operation of law upon the completion and acceptance of the Project by the County.

BEING a portion of the lands of Grantors herein as described in a deed dated June 6, 2019, and recorded among said Land Records in Liber 6008 at folio 401 as aforementioned. Further being shown on the Right-of-Way Plat No. 100-10-617 as aforementioned, a reduced copy of which is attached hereto and made a part hereof as

ATTACHMENT 'A'

SUBJECT to all easements, rights-of-way, covenants, conditions, and restrictions of record applicable thereto.

11019 Hopewell Road - Exhibit A





Agenda Report Form

Open Session Item

SUBJECT: Animal Control Services Contract

PRESENTATION DATE: June 27, 2023

PRESENTATION BY: Kirk C. Downey, County Attorney
Adam Greivell, Counsel, Humane Society of Washington County

RECOMMENDED MOTION: Move to approve the 2023 Animal Control Services Contract between the County and the Humane Society of Washington County for the provision of Animal Control Services as proposed.

REPORT-IN-BRIEF: The Animal Control Contract may be renewed on certain terms and conditions as proposed and negotiated.

DISCUSSION: The County has had an Animal Control Ordinance since 1990 that provides for, among other things, regulations concerning vicious and dangerous and potentially vicious and vicious and dangerous dogs, kennel and dog licensing, spay and neutering programs, and other animal regulatory control measures. The Humane Society of Washington County is the contractor service provider for animal control services. The expiration of the existing contract requires approval of a new contract for the Humane Society to continue to provide animal control services. Negotiations between the parties have resulted in the attached proposed contract for animal control services. It would be appropriate for the County to approve the contract so that the Humane Society may continue to provide animal control services.

FISCAL IMPACT: Contractual terms as proposed

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Proposed draft Contract

AUDIO/VISUAL NEEDS: N/A

2023 ANIMAL CONTROL AGREEMENT

This **2023 Animal Control Agreement** (“Agreement”) is made and entered into this _____ day of **June, 2023** (the “Effective Date”), by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic of the State of Maryland (“County”), and the **Humane Society of Washington County, Incorporated**, a non-profit corporation organized under the laws of the State of Maryland (“HSWC”).

WHEREAS, pursuant to **Ordinance No. ORD-2022-04, An Ordinance to Repeal the Washington County, Maryland Animal Control Ordinance and to reenact, with Amendments, the Washington County, Maryland Animal Control Ordinance (Revision 6)**, adopted April 5, 2022 (the “ACO”), as well as its previous revisions dating back to May 15, 1990, the “Agency” as used therein is defined as “The animal control agency that is responsible for the enforcement of this Ordinance. The agency may be a department of Washington County government or an outside agency under contract with the County;” and

WHEREAS, the parties previously contracted with each other for HSWC to serve as the Agency as defined in the ACO pursuant to a June 16, 1999 Animal Control Agreement Between Washington County, Maryland and the Humane Society of Washington County, Incorporated [Formerly the Washington County Society for the Prevention of Cruelty to Animals] (the “1999 Agreement”), and August 14, 2001, May 13, 2022, and October 31, 2022 amendments thereto (the “2001 Amendment” and the “2022 Amendment,” respectively) (collectively, the “Previous Agreement”); and

WHEREAS, the Previous Agreement expired per its terms sixty days from November 30, 2022; and

WHEREAS, the parties desire to continue be engaged in a contractual relationship for HSWC to serve as the Agency and for the provision of certain related services as defined herein; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, provisions, conditions and limitations hereinafter contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as set forth below:

1. **Agreement to Act as Agency.** The County hereby contracts with HSWC for HSWC to serve as the “Agency” pursuant to Section 1 of the ACO.
2. **Term.** The term of this Agreement shall be from July 1, 2023 up through and including June 30, 2030 (the “Term”). At the end of the initial seven (7) year Term, this Agreement, and all terms and conditions thereof, shall terminate unless extended for an additional period of three (3) years at the sole election of the County, which such election must be exercised by written notice of an intention to extend this Agreement as such on or before June 30, 2029. This Agreement may not be terminated in any manner except as expressly specified in this Agreement.
3. **Contract Year Price.** For each year of service provided under this Agreement, the County agrees to pay HSWC the amount stated herein (the “Contract Year Price”).
 - a. **Contract Year Defined.** The term “Contract Year” shall mean the period of July 1 through June 30 of any given year within the Term of this Agreement.

- b. **Contract Year Price Per Each Contract Year.** The County agrees to pay, and HSWC agrees to accept the following for the provision of all services under this Agreement during each Contract Year:
- i. Contract Year 1 (July 1, 2023 to June 30, 2024): \$1,900,000.00
 - ii. Contract Year 2 (July 1, 2024 to June 30, 2025): \$2,350,000.00
 - iii. Contract Year 3 (July 1, 2025 to June 30, 2026): \$2,800,000.00
 - iv. Contract Year 4 (July 1, 2026 to June 30, 2027): \$3,000,000.00
 - v. Contract Year 5 (July 1, 2027 to June 30, 2028): \$3,050,000.00
 - vi. Contract Year 6 (July 1, 2028 to June 30, 2029): \$3,100,000.00
 - vii. Contract Year 7 (July 1, 2029 to June 30, 2030): \$3,150,000.00
 - viii. Extended Contract Year 1 (July 1, 2030 to June 30, 2031): \$3,200,000.00
 - ix. Extended Contract Year 2 (July 1, 2031 to June 30, 2032): \$3,250,000.00
 - x. Extended Contract Year 3 (July 1, 2032 to June 30, 2033): \$3,300,000.00
- c. **Time of Payment of Contract Year Price.** The Contract Year Price shall be paid quarterly in advance, beginning on July 1, 2023, and continuing on the first day of each quarter thereafter.

4. **Powers and Responsibilities of HSWC; Scope of Services.**

- a. For so long as the Contract Year Price is paid timely as provided herein, HSWC shall be solely responsible to supply all facilities, personnel, vehicles and equipment as shall be reasonably necessary to carry out the services contracted for in this Agreement.
- b. HSWC is employed, authorized, and empowered to receive animals delivered to its facility, for the humane housing and care of lost, stray, running at large and abandoned animals, and to place for adoption, redemption or humanely dispose of such animals, except that the HSWC is not responsible to respond to or handle issues related to wild animals unless a person is bitten by a wild animal as defined in the ACO. HSWC is hereby empowered by the County to enforce the ACO, and the County hereby delegates the County's rights, powers and duties as specified in said ACO to the HSWC for such enforcement.
- c. HSWC shall undertake any and all activities that the Agency is required to undertake under the ACO.
- d. HSWC may undertake any and all activities that the Agency is authorized to undertake under the ACO.
- e. HSWC shall employ such Animal Control Officers (as defined in Section 1 of the ACO) as shall be reasonably necessary for the efficient and effective performance of animal control duties described by the ACO. HSWC shall provide these services, at

least, at the same level as is provided as of the Effective Date of this Agreement. That is to say, HSWC shall, generally, provide full service Animal Control duties Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., and provide on-call service at all other times covering sick, injured and aggressive animals, as well as animals in imminent danger due to extreme weather conditions.

- f. HSWC shall provide and operate an Animal Control Shelter as defined in Section 1 of the ACO and as otherwise specified in the ACO.
 - g. HSWC shall administer any and all matters not reserved to the County pertaining to Licensing as set forth in Article III of the ACO.
 - h. HSWC shall enforce and administer Kennel Standards as set forth in Article IV of the ACO.
 - i. HSWC shall enforce the ACO in accordance with Article VI thereof.
 - j. HSWC shall administer and enforce the Control of Rabies as set forth in Article VIII of the ACO.
 - k. In accordance with Section 53 of the ACO, the Washington County Spay Neuter Assistance Program has been established under the authority of the County. HSWC shall administer that program.
 - l. HSWC shall collect and retain all charges and fees, including civil and criminal fines provided for under the Ordinance, and shall upon written request by the County, provide an accounting of fees collected. Any of said fees collected in accordance with this section are the property of HSWC and shall not reduce the Contract Year Price.
 - m. Employees designated by HSWC as Animal Control Officers, as defined in the ACO, shall have all of the rights, powers, and duties enumerated in the ACO and this Agreement.
 - n. HSWC shall procure and maintain at its sole expense, until this Agreement is terminated, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, which have A.M. Best rating of A- or better or its equivalent, and which are acceptable to the County. This insurance coverage must meet the requirements dictated in Washington County Policy Number P-4, Insurance Requirements for Independent Contractors.
5. **Unforeseen or Extra-Ordinary Expenses; Amendments to the ACO.** To the extent that HSWC encounters unforeseen or extra-ordinary expenses concerning the enforcement of the ACO or compliance with this Agreement (including, without limitation, any amendment to the ACO) which requires equipment, personnel, special facilities, or additional facilities not already possessed by HSWC and not obtainable by HSWC at a reasonable cost in the context of the Contract Year Price, HSWC is excused from compliance with those specific provisions, and HSWC and the County agree to enter into discussions concerning the provision, special circumstances and the problems encountered, and the parties will in good faith attempt to reach a resolution of the issues whether by addendum to this Agreement or otherwise.

6. Mutual Indemnification.

- a. In the event that the HSWC or any HSWC agent does any act, or fails to do any act, related in any way to the County or its duties hereunder, and for which the County or its agents are the subject of any claim for liability, damage or expense related to any act or omission of HSWC or any HSWC agent, HSWC shall indemnify and hold harmless the County, including but not limited to the costs of defense and costs.
- b. In the event that the County or any County agent does any act, or fails to do any act, related in any way to HSWC or its duties hereunder, and for which HSWC or its agents are the subject of any claim for liability, damage or expense related to any act or omission of the County or any County agent, the County shall indemnify and hold harmless HSWC, including but not limited to the costs of defense and costs.

7. Breach of Agreement or Default by the County.

- a. The County will be in breach or default under this Agreement: (a) if the County fails to pay any amount due to HSWC within fifteen (15) days of the due date, (b) if the County otherwise fails to perform any of its obligations under this Agreement, or (c) if the County fails to appropriate sufficient funds to meet its financial obligations under this Agreement. Upon a default or breach by the County, HSWC shall have the option at any time thereafter to terminate this Agreement through a written notice to the County or HSWC may opt to continue with this Agreement in full force if written notice of termination is not sent to the County and at the same time, HSWC may seek remedy for breach of this Agreement. In the event of breach or default by the County, the parties expressly intend that HSWC be put in the same position as it would have been if the County had fully performed under this Agreement, and therefore, in the event of a breach or default by the County, the County shall remain liable to HSWC for all damages incurred as a result of the breach, including, but not limited to, the following:
 - i. The unpaid amounts due under this Agreement through the end of the term of this Agreement; and
 - ii. Any court costs and legal expenses incurred by HSWC as a result of the County's default or breach, and incurred to enforce this Agreement.
 - iii. Upon a breach of this Agreement by the County, the County shall have the right to cure the breach for a period of forty-five (45) days after receiving written notice of the said breach, or if the breach cannot reasonably be cured within forty-five (45) days, as soon as the particular breach could reasonably be expected to be cured through diligent efforts by the County. If the County fails to cure the breach within the allotted time, then HSWC may, within thirty (30) days of the time that the County should have cured the breach, terminate this Agreement through a written notice to the County or HSWC may opt to continue with this Agreement in full force.
- b. All rights and remedies given herein and/or by law or in equity are separate, distinct and cumulative and no one of them, exercised by HSWC, or not, shall be deemed to be in exclusion of any of the others, and pursuit of any of the foregoing remedies shall not preclude HSWC from pursuing any other remedies herein, at any time, or any other

remedies available in law or equity, nor shall pursuit of any remedy by HSWC constitute a forfeiture or waiver of any payment due to HSWC hereunder, or any damages accruing hereunder, or any other damages accruing to HSWC by reason of the County's default, breach or termination of this Agreement.

8. **Breach of Agreement by HSWC.**

- a. HSWC will be in breach under this Agreement if HSWC substantially fails to perform its obligations under this Agreement and the terms contained in the enactment of the ACO that is in effect at the time of the execution of this Agreement. Upon a breach of this Agreement by HSWC, the County shall give HSWC written notice that states with specificity each breach of this Agreement, and HSWC shall have the right to cure the breach for a period of forty-five (45) days after receiving written notice of the said breach, or if the breach cannot reasonably be cured within forty-five (45) days, as soon as the particular breach could reasonably be expected to be cured through diligent efforts by HSWC. If HSWC fails to cure the breach within the allotted time, then the County may, within thirty (30) days of the time that HSWC should have cured the breach, terminate this Agreement through a written notice to HSWC or the County may opt to continue with this Agreement in full force.
- b. All rights and remedies given herein and/or by law or in equity are separate, distinct and cumulative and no one of them, exercised by the County, or not, shall be deemed to be in exclusion of any of the others, and pursuit of any of the foregoing remedies shall not preclude the County from pursuing any other remedies herein, at any time, or any other remedies available in law or equity, nor shall pursuit of any remedy by the County constitute a forfeiture or waiver of any payment due to the County hereunder, or any damages accruing hereunder, or any other damages accruing to the County by reason of HSWC's default, breach or termination of this Agreement.

9. **Agreement Not Terminated.** Upon a default or breach by the County or HSWC, this Agreement shall continue in effect as long as the other party does not give written notice of termination of this Agreement as otherwise provided hereunder. As long as this Agreement continues in effect, the County shall continue to make payments due under this Agreement.

10. **Attorneys' Fees.** In the event that either party breaches this Agreement, the other party shall be entitled to reasonable attorney's fees and all costs of enforcing this Agreement.

11. **Independent Contractor.** It is understood and agreed that nothing contained herein is intended or should be construed in anyway as creating or establishing the relationship of co-partners between the parties hereto, or as constituting HSWC as the agent, representative or employee of the County for any purpose in any manner whatsoever. HSWC is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

12. **Representations and Warranties.**

- a. Each individual executing this Agreement on behalf of the County represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the County. The County represents and warrants that this Agreement is binding on the County in accordance with its terms.

- b. Each individual executing this Agreement on behalf of HSWC represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of HSWC. HSWC represents and warrants that this Agreement is binding on HSWC in accordance with its terms.

13. **Miscellaneous Provisions.**

- a. **Piggybacking.** HSWC may piggyback on County bids when purchasing capital or services.
- b. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be sufficient in all respects if hand delivered or sent by certified mail, return receipt requested, to the respective addresses of the current resident agent of HSWC or the County Attorney for the County, or if receipt is acknowledged by the same.
- c. **Governing Law.** This Agreement shall be construed and the legal relations between the parties shall be determined and enforceable in accordance with the laws of the State of Maryland.
- d. **Severability.** Any provision of this Agreement which is determined by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.
- e. **Number and Gender.** Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include such other number or gender as the context requires.
- f. **Section Headings.** The section headings in this Agreement are inserted as a matter of convenience only and in no way define, limit or otherwise affect this Agreement or any part hereof.
- g. **Entire Agreement.** This Agreement constitutes the complete, final and integrated expression of this Agreement between the parties in connection with the subject matter hereof, and supersedes all prior negotiations, discussions, warranties, representations, promises and Agreements, whether written or oral, that have been made in connection with the subject matter hereof.
- h. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against the parties hereto and their respective legal representatives, successors, assigns and transferees.
- i. **Further Assurances.** Each party covenants and agrees to execute, acknowledge and deliver such further assurances, instruments and documents, and to take such further actions, as the other parties may reasonably request in order to carry out the intent of this Agreement and the transactions contemplated hereby.
- j. **Amendment.** This Agreement may be changed only by a written amendment executed by the County and HSWC. No course of prior dealings between the parties or their affiliates shall be relevant or admissible to supplement, explain or vary any of the terms

of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties shall not be relevant or admissible to determine the meaning of any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

- k. **Interpretation of Agreement.** This Agreement shall be interpreted to give effect to its fair meaning and shall be construed as though it was prepared by both parties.
- l. **Time and Excusable Delays.** Time is of the essence as to each of the terms and conditions of this Agreement. The time for performance of an obligation, other than the payment of money, or the satisfaction of any contingency under this Agreement shall be extended for the period that would be reasonable for such performance or during which a party is prevented from performing by the act or omission of the other party, acts of God, government, or other force or event beyond the reasonable control of such party.
- m. **Waiver.** No right or remedy under this Agreement will be waived unless the waiver is in writing and signed by the party claimed to have made the waiver. One waiver will not be interpreted as a continuing waiver.
- n. **No Waiver of Remedies Hereunder.** No failure of HSWC to exercise any right of HSWC hereunder, or to insist upon strict compliance by the County with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of HSWC's right to demand exact compliance with the terms hereof.
- o. **Nondiscrimination.** The parties agree not to discriminate against any employee or applicant for employment in any way that is contrary to applicable law.
- p. **No Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the other Party.

ATTEST:

Dawn L. Marcus, County Clerk

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BY: _____(SEAL)
John F. Barr, President

HUMANE SOCIETY OF WASHINGTON COUNTY,
INCORPORATED

BY: _____(SEAL)
Colin Berry, Executive Director