



100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201
WWW.WASHCO-MD.NET

BOARD OF COUNTY COMMISSIONERS

November 28, 2023

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *November 6, 2023*
November 7, 2023
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:25 AM STAFF COMMENTS
- 9:35 AM CITIZEN PARTICIPATION
- 9:40 AM YOUTH MERITORIOUS AWARD PRESENTATION
Nicole Phillips, Senior Grant Manager, Grant Management; Board of County Commissioners of Washington County
- 9:45 AM SECURITY IMPROVEMENTS AT ALL WASHINGTON COUNTY PUBLIC SCHOOLS (WCPS) FACILITIES
Dr. David T. Sovine, Superintendent of Schools, Washington County Public Schools; Jeffrey Proulx, Chief Operating Officer, Washington County Public Schools
- 9:55 AM SOLE SOURCE PROCUREMENT (PUR-1650) ROUTEMATCH FIXED-ROUTE SOFTWARE LICENSING RENEWAL 1 FOR COUNTY TRANSIT
Rick Curry, Director, Purchasing; Kevin Cerrone, Director, Transit
- SOLE SOURCE PROCUREMENT (PUR-1651) – NICE MAINTENANCE SUPPORT FOR EMERGENCY COMMUNICATIONS
Rick Curry, Director, Purchasing; Bob McCoy, Director, Emergency Communications
- SOLE SOURCE PROCUREMENT AWARD (PUR-1654) – MUNIS SOFTWARE (UTILITY BILLING) SUPPORT
Rick Curry, Director, Purchasing; Angie Poffenberger, Deputy Director, Software Support and Training
- QUOTATION AWARD (Q-23-765) APC ADVANTAGE LICENSING RENEWAL
Rick Curry, Director, Purchasing; Josh O'Neal, Chief Technical Officer, Information Technology

- 10:05 AM RUNWAY 09-27 LIGHTING AND SIGNAGE PROJECT: AUTHORIZE AIRPORT DIRECTOR TO APPLY FOR AND LATER ACCEPT ASSOCIATED FAA/MAA GRANTS
Neil Doran, Director, Hagerstown Regional Airport
- 10:15 AM CONTRACT AWARD (PUR-1635) HAGERSTOWN REGIONAL AIRPORT 9-27 EDGE LIGHTING SIGNAGE REPLACEMENT
Brandi Naugle, Buyer, Purchasing; Neil Doran, Director, Hagerstown Regional Airport
- BID AWARD (PUR-1638) LEASE AND SUPPLYING OF GOLF CARTS FOR WASHINGTON COUNTY'S BLACK ROCK GOLF COURSE AND THE WASHINGTON COUNTY PARKS DEPARTMENT
Brandi Naugle, Buyer, Purchasing; Andrew Eshleman, Director, Public Works
- CONTRACT AWARD (PUR-1642) FOR GASOLINE AND DIESEL FUEL DELIVERIES
Brandi Naugle, Buyer, Purchasing; Zane Rowe, Deputy Director, Highways Department
- BID AWARD (PUR-1643) SWIMMING POOL AND WATER/WASTEWATER TREATMENT CHEMICALS
Brandi Naugle, Buyer, Purchasing; Davina Yutzy, Deputy Director, Environmental Management; Mark Bradshaw, Director, Environmental Management
- 10:30 AM PRESENTATION OF THE JUNE 30, 2023 AUDITED FINANCIAL STATEMENTS
Chris Lehman, Partner, SB & Company; Kelcee Mace, Chief Financial Officer
- 11:00 AM UTILITIES – EASTERN BLVD
Scott Hobbs, Director, Engineering
- 11:05 AM CONTRACT AWARD – FACILITIES DESIGN SERVICES (PUR-1481) – STORMWATER AND WATERSHED SERVICES ADMINISTRATION BUILDING
Scott Hobbs, Director, Engineering
- 11:10 AM MARYLAND AGRICULTURE LAND PRESERVATION PROGRAM (MALPP) 60/40 MATCH FOR FY2024
Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 11:20 AM APPROVAL OF ZONING MAP AMENDMENT RZ-23-004 AND COMPREHENSIVE PLAN AMENDMENT CP-23-001
Zachary Kieffer, Deputy County Attorney

- 11:30 AM DEPARTMENT OF SOLID WASTE BUDGET TRANSFER
Dave Mason, Deputy Director, Solid Waste
- 11:35 AM HAGERSTOWN FLYING BOXCARS STADIUM ADVERTISING
OPPORTUNITY – HOTEL RENTAL TAX (HRT) FUNDS
Danielle Weaver, Director, Public Relations and Marketing
- 11:45 AM AGRICULTURE - FACES OF FARMING PRESENTATION
Jonathan Horowitz, Director, Business and Economic Development
- 11:50 AM BUDGET ADJUSTMENT FOR UNBUDGETED COSTS
Michelle Gordon, County Administrator
- 11:55 AM REVISION TO POLICY PR-34 LEAVE
Michelle Gordon, County Administrator
- 12:05 PM RETENTION OF GOVERNMENT RELATIONS CONSULTANT AND LOBBYIST
Kirk C. Downey, County Attorney
- 12:10 PM 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 a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; and To consult with counsel to obtain legal advice on a legal matter)*
- 1:45 PM RECONVENE IN OPEN SESSION
- 1:45 PM SECOND STAFF COMMENTS

ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Youth Meritorious Award Presentation

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Nicole Phillips & Board of County Commissioners

RECOMMENDED MOTION: No motion or action is requested or recommended.

REPORT-IN-BRIEF: The following individual has been selected for the Youth Meritorious Award. They were selected based on their scholastic achievements, leadership qualities, community service performed or other positive contributions to their school or community.

Joon Ko- Global Vision Christian School Broadfording
Parent(s) – Joshua Kang
Nominated by Steven Kim

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Student Summary

AUDIO/VISUAL NEEDS: N/A

Youth Meritorious Award Summary for:
Joon Ko

Global Vision Christian School Broadfording
Nominated by Steven Kim

Parent(s) – Joshua Kang

Steven Kim endorsed the following:

Joon is one of the brightest students we have had, he is liked and respected by students and adults alike. His many accomplishments include leadership roles such as Science Newspaper Club president, Broadcasting Club president, Student Council Vice President, Residence Life Committee director. In addition to his leadership roles, he also excels academically having received the “Best Student” award in classes such as English 9, Honors Precalculus, AP Macroeconomics, AP Chemistry, and many more. Joon also has outstanding volunteer involvement in organizations such as Worship Team Technician, ENGIN Program Volunteer, Global Education Fair in Latin America Volunteer, School Volunteer Circle Member. Joon participates in many academic camps such as AI 3-week summer camp, Info Challenge summer camp, miRcore Computational Biology Research Camp: R Programming & Machine Learning and many more.



Agenda Report Form

Open Session Item

SUBJECT: Security Improvements at all Washington County Public Schools (WCPS) Facilities

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Dr. David T. Sovine, Superintendent of Schools
Mr. Jeffrey Proulx, Chief Operating Officer

RECOMMENDED MOTION: Move to approve funding in an amount up to \$1.5M for Washington County Public Schools to implement security improvements at all school facilities.

REPORT-IN-BRIEF: WCPS is requesting funding from the Board of County Commissioners to provide security improvements at all WCPS schools. These improvements will provide additional security for the students, staff, and visitors of Washington County Public Schools.

FISCAL IMPACT: Not to exceed \$1.5M

CONCURRENCES:

ALTERNATIVES: N/A

ATTACHMENTS:

AUDIO/VISUAL NEEDS:



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement (PUR-1650) RouteMatch Fixed-Route Software Licensing Renewal 1 for County Transit

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Purchasing Director; Kevin Cerrone, Director of County Transit

RECOMMENDED MOTION: Move to authorize a Sole Source procurement for Licensing for the RouteMatch scheduling system for County Transit in the amount of \$60,927.60 from Trapeze Software Group, Inc. dba RouteMatch Software, LLC of Cedar Rapids, IA based on its proposal.

REPORT-IN-BRIEF: On August 28, 2018, the Board approved the procurement of the Route Match software in the amount of \$309,950 for County Transit to move from a manual process to an electronic scheduling system that included the installation of hardware and software. The maintenance support includes licensing for staff access (users), cellular connectivity for data exchange (20 vehicles), and Help Desk support for back-end software processes.

County Transit wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when (1) Only one source exists that meets the County's requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration. Transit is requesting permission to enter into a maintenance support agreement for the route scheduling system.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$69,000 are available in the department's account 515180-44-44020. The department will need to budget the annual ancillary maintenance support cost.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: RouteMatch's Maintenance Support quote

AUDIO/VISUAL NEEDS: N/A



Invoice

Customer ID: WCP100
Customer PO Number:

Routematch Software, LLC

5265 Rockwell Dr NE
Cedar Rapids, IA 52402
UNITED STATES

Invoice Number: RMSMA00001204
Invoice Date: 07/01/2023
Terms: Net 30
Due date: 07/31/2023
Invoice Currency: USD\$

Bill To:

Washington County Public
Transportation (MD)
Attn: Kevin Cerrone / Lucinda Boden
1000 West Washington Street
Hagerstown, MD 21740-5199
UNITED STATES
DESCRIPTION

AMOUNT

ZFXR-101 Fixed Route & AVA & Routeshout: 7/1/2023 to 6/30/2024	\$31,326.60
ZTAB-101 Core Demand & Tablets: 7/1/2023 to 6/30/2024 Core Demand Response System	\$8,029.45
ZTAB-100 Tablets: 7/1/2023 to 6/30/2024 AVL/MDC Licenses	\$5,341.00
ZHOS-100 Hosting Fees: 7/1/2023 to 6/30/2024	\$4,796.00
ZHOS-100 Hosting Fees: 7/1/2023 to 6/30/2024	\$3,705.99
ZIVR-100 Interactive Voice Response (IVR) Fees: 7/1/2023 to 6/30/2024	\$2,303.00
ZVDP-050 50MB Verizon Data Plan: 7/1/2023 to 6/30/2024	\$2,160.00
ZNOT-100 Notification Module: 7/1/2023 to 6/30/2024	\$2,185.56
ZVDP-050 50MB Verizon Data Plan: 7/1/2023 to 6/30/2024	\$1,080.00

Please make CAD dollar payments to:

<u>ACH & WIRE Details</u>	<u>CAD dollar cheques please remit to:</u>
Royal Bank of Canada	Modaxo Inc. d.b.a Tripspark Technologies
Bank ID: 003	1980 Matheson Blvd. E Unit D
Branch/Transit: 06032	Mississauga, ON, L4W5N3, Canada
Account Number (CAD): 1079714	

GST/HST # 757336540RT0001

Please make USD dollar payments to:

<u>ACH & WIRE Details</u>	<u>USD dollar cheques please remit to:</u>
Wells Fargo Bank	Trapeze Software Group Inc.
420 Montgomery Street	Lockbox #203132
San Francisco, CA 94104	P.O. Box #203132
Account Name: Trapeze Software Group Inc.	Dallas, TX 75320-3132
Account Number (USD): 4175554583	
Routing Number: 121000248	

SUBTOTAL	\$60,927.60
Sales Tax	\$0.00
TOTAL	\$60,927.60
Payment/Credits Applied	\$0.00
Total Due	\$60,927.60

For billing inquiries contact:
ar-rm@tripspark.com
Toll Free: 1-800-265-3617 Ext. #5

Interest may be charged on
overdue amounts not paid by the
specified due date



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement (PUR-1651) – NICE Maintenance Support for Emergency Communications

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Director of Purchasing; Bob McCoy, Assistance Director of Emergency Communications

RECOMMENDED MOTION: Move to authorize a Sole Source procurement for Maintenance Support for the NICE Inform Recorder for the Emergency Communications Center in the amount of \$213,546 over a three (3) year period from NICE Systems, Inc. of Hoboken, NJ based on its proposal.

Total FY'23	Total FY'24	Total FY'25
\$71,182	\$71,182	\$71,182

REPORT-IN-BRIEF: On August 30, 2022, the Board approved the procurement of the NICE Recording equipment in the amount of \$439,002 for the Division of Emergency Services to upgrade the hardware, software, and for the installation. The maintenance support includes diagnostic, preventative, and repair services for the system.

DES wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when (1) Only one source exists that meets the County's requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration. Emergency Communications Center is requesting permission to enter into a maintenance Agreement for the NICE recording system.

This request requires the approval of four of the five Commissioners in order to proceed with a sole source procurement. If approved, the following remaining steps of the process will occur as outlined by the law: 1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County and 2) An appropriate record of the sole source procurement shall be maintained as required.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$71,182 are available in the department's account 12800 GRT150. The department will need to budget the annual ancillary maintenance support cost.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: NICE Systems' Maintenance Quote

AUDIO/VISUAL NEEDS: N/A



NICE Systems Inc.
221 River Street 10th Floor
Hoboken, NJ 07030 USA

Tel: +1 551-256-5000
Fax: +1 551-259-6262
US Tax Id: 77-0250126
www.nice.com

NICE MAINTENANCE QUOTE FOR: Washington County MD

Customer Name: Washington County MD
Channel: Direct

Contact Name: McCoy, Robert
Phone: 240-313-2915
Email: rmccoy@washco-md.net

Date: 9/22/23
Quote Expires: 12/21/23
Maintenance Contract 129485
Maintenance Term Dates: 11/1/23-10/31/24

Maintenance Rep: Susan D'Auria
Email: susan.dauria@nice.com

NICE LIST PRICE OF SOLUTION FOR CALCULATION OF MAINTENANCE ONLY	
NICE List Price All Product	\$355,910
HGAC-20	

SERIAL NUMBERS COVERED:

Part Number	Name	Percent of List Price	Remarks	Total for 1 Year renewal
SP-SPNA02-V8-SLA	Gold Lite Maintenance	17%	Coverage: 24x7 for remote critical, all others 8 to 5. Remote response: 2 hrs. On site response: 4 hrs. Includes software hot fixes, update packs and minor version upgrades. Excludes major version upgrades.	\$60,505
SP-CO-MAIN05-PS	Gold Maintenance	20%	Coverage: 24x7 for remote critical, all others 8 to 5. Remote response: 2 hrs. On site response: 4 hrs. Includes software hot fixes, update packs and minor version upgrades. Excludes major version upgrades.	\$71,182
TOTAL MAINTENANCE FOR TERM				Manually Add

HOLD
9-26-23
10-16-23 B or K if 240
Sent as per
email to Mrs.
responded
about payed



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement Award (PUR-1654) – Munis Software (Utility Billing) Support

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Director of Purchasing; Angie Poffenberger, Deputy Director, Software Support and Training

RECOMMENDED MOTION: Move to authorize, a Sole Source Procurement of software licensing and support fees from Tyler Technologies of Dallas, TX for use by the Office of Budget & Finance and others in the amount of \$474,668 over a two (2) period based on Tylers Technologies' proposal.

	Year 1 FY24	Year 2 FY25
Maintenance	\$237,334	\$237,334

REPORT-IN-BRIEF: The Purchasing Department received a request from Budget & Finance regarding the procurement for the annual software support. Budget & Finance wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County's requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

The Tyler Enterprise ERP software and support being recommended for renewal has expanded and enhanced the County Treasurer's Maryland Real Estate and Personal Property Tax Management system, which was originally implemented in 2003. Additionally, the current software components replaced the County's old utility billing system, which was retired by Oracle/PeopleSoft in 2007. The current software system consolidated general billing operations under one centralized cashiering and remitting system across the enterprise and provides a comprehensive citizen web portal with 24/7 access to tax and billing information.

This request requires the approval of four of the five Commissioners in order to proceed with a sole source procurement. If approved, the following remaining steps of the process will occur as outlined by the law: 1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County and 2) An appropriate record of the sole source procurement shall be maintained as required.

DISCUSSION: N/A

FISCAL IMPACT: Funding in the amount of \$1,047,212.15 is available in the software account 505180-10-11000 for this procurement. The department will need to budget year two for the ancillary maintenance support cost.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Price Proposal from Tyler Technologies dated September 2, 2022.

AUDIO/VISUAL TO BE USED: N/A



Quoted By: Steve Simmons
Quote Expiration: 05/13/24
Quote Name: Washington County - ERP - SaaS
Renewal

SaaS Term 2.00

Sales Quotation For:

Washington County
100 W. Washington Street
Hagerstown MD 21740

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Revenue Management			
Accounts Receivable	1	0	\$ 23,445.00
Cashiering	1	0	\$ 21,649.00
Citizen Self Service	1	0	\$ 14,119.00
General Billing	1	0	\$ 7,663.00
Tax Billing	1	0	\$ 65,184.00
Tax Sale	1	0	\$ 23,905.00
Utility Billing CIS	1	0	\$ 11,808.00
Utility Billing Meter Interface	1	0	\$ 3,883.00
Content Management			
Content Manager Core Access	1	0	\$ 21,179.00
Data Insights			
Role Tailored Dashboard	1	0	\$ 10,354.00
Additional			
Enterprise ERP Office	1	0	\$ 10,354.00
Forms Processing Doc Origin Software	1	0	\$ 8,791.00

Subscription Fees			
Concurrent Users	15	0	\$ 15,000.00
TOTAL		0	\$ 237,334.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 237,334.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 237,334.00
Contract Total	\$ 474,668.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement,

and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

State Tax includes Tyler Forms Library - State Tax - 5 Forms.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.



Agenda Report Form

Open Session Item

SUBJECT: Quotation Award (Q-23-765) APC Advantage Licensing Renewal

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Director of Purchasing; Josh O'Neal, Chief Technical Officer of IT

RECOMMENDED MOTION: Move to award the Quotation for the APC Advantage PC Licensing to the responsible, responsive bidder, Gov/Connection Inc, d/b/a/ Connection Public Sector Solutions of Merrimack, NH who submitted the Total Lump Sum of \$52,173.06 over a three (3) year period based on its proposal.

	FY'23	FY'24	FY'25
Licensing Renewal Cost	\$17,391.02	\$17,391.02	\$17,391.02

REPORT-IN-BRIEF: This is the annual maintenance contract for the cooling and humidity control in the main County data center.

DISCUSSION: The Code of the Public Local Laws states that a contract over \$50,000 for the purchase or other expenditure shall be awarded by the Board to the lowest responsible bidder who submits a responsive bid. Request for Quotations are processed for purchases of commodities and services not exceeding \$50,000 and are normally awarded at the departmental level in concurrence with the Purchasing Department. Due to the APC Advantage licensing renewal cost quote exceeding \$50,000, the Quotation is before the Board for an award. It was anticipated that these services would not exceed \$50,000.

It was anticipated these services would be quoted below the \$50,000 threshold which would not have required using the Invitation to Bid (ITB) advertisement process. As such, the Request for Quotation process was followed and not the formal bid process. As noted previously, a significant number of vendors reviewed the document; as such we do not believe publicly advertising the project in the newspaper or through the State's web site would have yielded any difference in the final outcome. Given the value of the quotations, the Board of County Commissioners' approval is necessary to award these services.

FISCAL IMPACT: Funds in the amount of \$84,501 are available in the department's account 30-11000-COM011. The department will need to budget the annual ancillary maintenance support cost for fiscal years 2024 and 2025.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Connection Public Sector Solutions Licensing Service Plan quote

AUDIO/VISUAL NEEDS: N/A

Q-23-765
APC Advantage Service Renewal

				GovConnection, Inc. dba Connection-Public Sector Solutions Merrimack, NH		GHA Technologies Scottsdale, AZ		Princeton IT Services, Inc. Princeton, NJ		Zones, LLC Auburn, WA	
Item No.	Item Description	Unit of Measure	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	3-Year Renewal Advantage Ultra Service Plan for (1) In Row ACRD Half Rack 10kw; 6 Units Valid from 11/26/2023 to 11/25/2026 Part #WADVULTRA-AX-15	Ea.	1	\$8,695.51	\$52,173.06	\$67,736.82	\$67,736.82	\$62,995.14	\$62,995.14	\$64,929.18	\$64,929.18
TOTAL LUMP SUM (Item No. 1 above)				\$52,173.06		\$67,736.82		\$62,995.14		\$64,929.18	

**Corrected calculations based on unit pricing*

Remarks/Exceptions:

GovConnection, Inc. dba Connection Public Sector Solutions - See Remarks/Exceptions next page

GHA Technologies - Billed annually @ \$22,578.90; 3 annual payments. 11/26/23, 11/26/24, 11/26/25.

Anniversary date of 11/26

Coverage 11/26/23 - 11/25/26

Zones, LLC. - See Remarks/Exceptions next page

***Please note: Pricing is valid for 30 days.



Agenda Report Form

Open Session Item

SUBJECT: Runway 09-27 Lighting & Signage Project: Authorize Airport Director to apply for and later accept associated FAA/MAA grants.

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Neil Doran, Airport Director

RECOMMENDED MOTION(S):

- Move to authorize \$50,163.00 in Airport Capitol Improvement Reserve funds use as local matching for this project.
- Move to empower the Airport Director to sign an FAA grant application and related paperwork for this Runway 09-27 Lighting & Signage project.
- Move to empower the Airport Director to accept the grant offer(s) related to this Runway 09-27 project from the Federal Aviation Administration and the Maryland Aviation Administration once awarded in the future.

REPORT-IN-BRIEF: Project involves the complete removal and replacement of the existing incandescent edge lighting and signage systems on the airport's primary Runway 09-27. New, higher visibility, energy efficient LED fixtures will be installed along with new wiring circuits and a replacement electrical regulator.

FAA	\$676,899.00	90%
Maryland Aviation Admin (State)	\$25,048.00^	3.33%
Airport Capital Reserve Fund/BOCC	\$50,163.00	6.67%
Total	\$752,110.00	

^5% of the Construction Cost Only

DISCUSSION: The RWY 09-27 Lighting & Signage project is included in the Capital Improvement Plan – Airport Infrastructure Grant RUN020.

FISCAL IMPACT:

- \$50,163.00 in applicant/local matching funds.

CONCURRENCES: Budget and Finance

ALTERNATIVES: N/A

ATTACHMENTS: FAA and MAA grant application packages including ADCI proposal.

AUDIO/VISUAL TO BE USED: N/A



November 6, 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

Runway 9-27 Edge Lighting and Signage Replacement
Design, Bid, and Construction Phase Services
Hagerstown Regional Airport
FAA AIG No. 3-24-0019-069-2024

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: 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 9-27 Edge Lighting and Signage - Design, Bidding, and Construction

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"/>		
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)	<input checked="" type="checkbox"/>		
(accurate project title to include phase # and PCI)			
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"/>		
Conflicts of Interest (required for all grants)	<input checked="" type="checkbox"/>		
Construction Project Final Acceptance	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Equipment and Construction Contracts	<input checked="" type="checkbox"/>	N/A	<input 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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<u>LAND</u> – Easement <input type="checkbox"/> Acquisition <input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Updated Exhibit A <input type="checkbox"/>		
Land Cost Breakout <input type="checkbox"/>		
Certificate of Clear Title <input type="checkbox"/>		

CONSTRUCTION MANAGEMENT PLAN*

<input type="checkbox"/>	N/A	<input type="checkbox"/>
--------------------------	-----	--------------------------

*Will be submitted for FAA approval prior to any paving activities.

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

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

FORCE ACCOUNT WORK AGREEMENT -

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

Force Account Approval Letter - Attached ☐

SCOPE OF WORK - Attached

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

IFE (Attached) -

Planning/Design <input checked="" type="checkbox"/> Construction Services <input checked="" 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"/>
--------------------------	-----	-------------------------------------

EQUIPMENT PURCHASES –

Using State or Local Contracts <input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
(the signed certification form must be attached)		
Based on bids/negotiated contract <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: **3-24-0019-069-2024**

Description of Work: **Rehabilitate Runway 9-27 Edge Lighting and Signage - Design, Bidding, and Construction**

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 _____, 2023.

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: **3-24-0019-069-2024**

Description of Work: **Rehabilitate Runway 9-27 Edge Lighting and Signage - Design, Bidding, and Construction**

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 _____, 2023.

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: **3-24-0019-069-2024**

Description of Work: **Rehabilitate Runway 9-27 Edge Lighting and Signage - Design, Bidding, and Construction**

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 _____, 2023.

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: **3-24-0019-069-2024**

Description of Work: **Rehabilitate Runway 9-27 Edge Lighting and Signage - Design, Bidding, and Construction**

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 _____, 2023.

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.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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

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

Project Number: **3-24-0019-069-2024**

Description of Work: **Rehabilitate Runway 9-27 Edge Lighting and Signage - Design, Bidding, and Construction**

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

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 personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

☒ Yes ☐ No ☐ N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).

☒ Yes ☐ No ☐ N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☐ Yes ☐ No ☒ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ 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 _____, 2023.

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.

Equipment and Construction Contracts

Airport Improvement Program Sponsor Certification

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

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

Project Number: **3-24-0019-069-2024**

Description of Work: **Rehabilitate Runway 9-27 Edge Lighting and Signage - Design, Bidding, and Construction**

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 procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

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 written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). Was or will be:
a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
c. Publicly opened at a time and place prescribed in the invitation for bids; and
d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
b. Plan for publicizing and soliciting an adequate number of qualified sources; and
c. Listing of evaluation factors along with relative importance of the factors.
☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200)

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR§200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ 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 _____, 2023.

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 9-27 Edge Lighting and Signage - Design, Bidding, and Construction

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: 02/10/2023

*b. End Date: 12/31/2024

18. Estimated Funding (\$):

*a. Federal	\$676,899.00
*b. Applicant	\$50,163.00
*c. State	\$25,048.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$752,110.00

***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:

Sponsor is not in default of any applicable obligations.

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:

There are no circumstances that will preclude completion of the project or complying with grant assurances.

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.

The project does not require a public hearing.

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 and 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.

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	\$	\$	\$10,000.00
2. Preliminary expense (IFE)			\$2,250.00
3. Land, structures, right-of-way			\$0.00
4. Architectural engineering basic fees			\$238,900.00
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			\$500,960.00
12. Equipment			\$0.00
13. Miscellaneous			\$0.00
14. Subtotal (Lines 1 through 13)			\$752,110.00
15. Estimated Income (if applicable)			\$0.00
16. Net Project Amount (Line 14 minus 15)			\$752,110.00
17. Less: Ineligible Exclusions			\$0.00
18. Subtotal (Lines 16 through 17)			\$752,110.00
19. Federal Share requested of Line 18			\$676,899.00
20. Grantee share			\$50,163.00
21. Other shares (State)			\$25,048.00
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$	\$	\$752,110.00

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)	\$50,163.00
d. Bonds	\$0.00
e. Tax Levies	\$0.00
f. Non Cash	\$0.00
g. Other (Explain)	\$0.00
h. TOTAL - Grantee share	\$50,163.00
23. Other Shares	Amount
a. State	\$25,048.00
b. Other	\$0.00
c. TOTAL - Other Shares	\$25,048.00
26. TOTAL NON-FEDERAL FINANCING	\$0.00
SECTION E – REMARKS (Attach sheets if additional space is required)	

PART VI - PROGRAM NARRATIVE

PROJECT: Rehabilitate Runway 9-27 Edge Lighting and Signage - Design, Bidding, and Construction
AIRPORT: Hagerstown Regional Airport (HGR)
<p>1. Objective:</p> <p>This project is for the design, bidding and construction phases of a project for the complete removal and replacement of the existing incandescent edge lighting and signage systems with new LED fixtures. The Project will revise the airfield signage to meet the requirements of the approved Airport Signage and Marking Plan. The existing can and conduit system is being reused; however, new circuits will be installed to power the new fixtures and signs. The existing regulator for this circuit is being replaced in the existing airfield electrical vault as part of this Project to accommodate the more efficient fixtures.</p> <p>This project is on the Approved ALP dated September 2020. This Project is in accordance with the Airport Signage and Marking Plan approved by the FAA on August 21, 2023.</p> <p>A NEPA Categorical Exclusion (CATX) was approved for this Project by the FAA on March 21, 2023.</p>
<p>2. Benefits Anticipated:</p> <p>The current edge light fixtures and signs were installed over 20 years ago and have reached their useful life. The Project is required to maintain existing capacity and safety for the traveling public.</p>
<p>3. Approach: (See approved Scope of Work in final Application)</p> <p><u>Milestones:</u> FAA Approval to Advertise: 09/19/2023 Bid Opening: 10/25/2023 Anticipated NTP: February 2024 Anticipated Final Inspection: September 2024</p> <p><u>Key Entities:</u> Design Engineer: ADCI Construction Manager/Inspection: ADCI Contractor: Global Electrical Services, Inc.</p>
<p>4. Geographic Location:</p> <p>The Project is located on the Hagerstown Regional Airport located in Washington County, Maryland.</p>
<p>5. If Applicable, Provide Additional Information:</p> <p>N/A.</p>
<p>6. Sponsor's Representative: (include address & telephone number)</p> <p>Neil R. Doran, C.M., A.C.E., Airport Director Hagerstown Regional Airport 18434 Showalter Road Hagerstown, Maryland 21742 Tel: (240) 313-2764</p>

Hagerstown Regional Airport (HGR)
PROJECT COST SUMMARY

State No.: Pending
FAA Number (if applicable): 3-24-0019-069-2024

PROJECT DESCRIPTION: Project 1: Rehabilitate Runway 9-27 Lighting and Signage (Design and Bidding)
Project 2: Rehabilitate Runway 9-27 Lighting and Signage (Construction)

Total Grant Amount: \$701,947.00

	CONTRACT AMOUNT	COSTS INCURRED CURRENT REQUEST	AMOUNT of PREVIOUS REQUESTS	PROJECT COSTS TO DATE	PERCENT COMPLETED
1. ADMINISTRATIVE (Sponsor time, Legal, Audit, Etc.)					
Project 1					
Washington County	\$ 10,000.00	\$ -	\$ -	\$ -	
Project 2					
Washington County	\$ -	\$ -	\$ -	\$ -	
TOTAL ADMINISTRATIVE COSTS	\$ 10,000.00	\$ -	\$ -	\$ -	0.00%
2. PRELIMINARY (IFE, Advertisiement, Etc.)					
Project 1					
Washington County	\$ 2,250.00	\$ -	\$ -	\$ -	
Project 2					
Washington County	\$ -	\$ -	\$ -	\$ -	
TOTAL PRELIMINARY	\$ 2,250.00	\$ -	\$ -	\$ -	0.00%
3. LAND, STRUCTURES, RIGHT-OF-WAY					
N/A					
TOTAL LAND COSTS	\$ -	\$ -	\$ -	\$ -	0.00%
4. PROFESSIONAL SERVICES					
Project 1					
ADCI (Design and Bidding)	\$ 107,180.00	\$ -	\$ -	\$ -	
Project 2					
ADCI (Construction)	\$ 131,720.00	\$ -	\$ -	\$ -	
TOTAL PROFESSIONAL FEES	\$ 238,900.00	\$ -	\$ -	\$ -	0.00%
11. CONSTRUCTION					
Project 1					
N/A	\$ -	\$ -		\$ -	
Project 2					
Global Electrical Services, Inc.	\$ 500,960.00	\$ -		\$ -	
TOTAL CONSTRUCTION COSTS	\$ 500,960.00	\$ -	\$ -	\$ -	0.00%
12. EQUIPMENT					
Project 1					
N/A	\$ -	\$ -		\$ -	
Project 2					
N/A	\$ -	\$ -		\$ -	
TOTAL EQUIPMENT COSTS	\$ -	\$ -	\$ -	\$ -	0.00%
SUBTOTAL PROJECT 1	\$ 119,430.00				
SUBTOTAL PROJECT 2	\$ 632,680.00				
TOTAL PROJECT	\$ 752,110.00	\$ -	\$ -	\$ -	0.00%

			Original Grant Summary	Current Grant Summary	Amendment Required
Project Costs To Date	\$ -	Total Project Cost	\$752,110.00	\$ 752,110.00	\$0.00
Eligible Federal Share To Date	90.00% \$ -	Federal Share	\$676,899.00	\$ 676,899.00	\$0.00
**Eligible State Share To Date	5.00% \$ -	State Share	\$25,048.00	\$ 25,048.00	\$0.00
Local Share To Date	5.00% \$ -	Local Share	\$50,163.00	\$ 50,163.00	\$0.00
Less Amount Previously Requested	\$ -				
Amount Due This Request	\$ -				

** Construction Costs Only

Remaining Balance: \$701,947.00 (This number MUST not be negative.)

BID TABS/PROPOSALS

- 1. Bid Tabulation**
- 2. Bid Evaluation/Recommendation of Award**
- 3. Bid Proposal (Contractor)**

October 30, 2023

Project No. 2023-HGR-1302

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

Sent electronically to: ndoran@washco-md.net

Reference: Bid Tabulation and Contract Award Recommendation
Runway 9-27 Edge Lighting and Signage Replacement, PUR-1637
FAA AIP 3-24-0019-071-2023
Hagerstown Regional Airport, Hagerstown, MD

Dear Mr. Doran:

On Wednesday, October 25, 2023 at 2:00 PM, sealed bids were opened for the above referenced project at Hagerstown Regional Airport (HGR). A total of two (2) bids were received and they are as shown in the table below:

CONTRACTOR	TOTAL
Global Electrical Services, Inc.	\$500,960.00
Callas Contractors, LLC	\$1,110,720.00
Engineer's Estimate	\$814,675.00

The apparent low bidder is: Global Electrical Services, Inc.
91 Lower Oak Grove Rd
Frenchtown, NJ, 08825

In evaluating the Bids received, the apparent low bid is below the Engineer's Opinion of Probable Cost (EOPC) for the total bid by 38.5%. For this reason, Airport Design Consultants, Inc. (ADCI) contacted the apparent low bidder and questioned them if they were comfortable with their numbers and wanted to hold their bid for the Project. The bidder advised that in their eyes this was a relatively simple project and they already have most of the items needed to comply with the safety and phasing of the Project; therefore, were comfortable with their Bid and looked forward to working with the County. Of the 20 items bid the Contractor was above the EOPC on 5 items and below on 15 items. In reviewing the unit bid prices the lump sum and early need items were not unbalanced; therefore, the bid is considered balanced overall when compared to the EOPC. No single bid item was greater than 20% of the total bid; therefore, there are no major contract

items for the Project. Global Electrical Services, Inc. (UEI: C2L2YJLNVDH5) is a registered vendor in the Federal System for Award Management (SAM) and has no Active Exclusion Records found at www.sam.gov. Global Electrical Services, Inc. (Entity Number: Pending) is not yet an active registered Business Entity with the Maryland State Department of Assessments and Taxation (SDAT) found at <https://egov.maryland.gov/BusinessExpress/EntitySearch>; however, they are in the process and will be registered before the time of award.

In reviewing the proposals of the two (2) lowest bidders for completeness and accuracy, the following irregularities are noted for your consideration:

Proposal – Global Electrical Services, Inc. (FID# 16-1656977)

- ➔ Form of Proposal, Page FP-2, Paragraph 1, Total Sum Bid, the Bidder listed the total in written and Figures as \$499,960; however, the total of Sub Total A (\$469,960) on Page SP-6 and Sub Total B (\$31,000) on Page SP-7 equates to \$500,960.

Proposal – Callas Contractors, LLC (FID# 52-1954184)

- ➔ Form of Proposal, Page FP-3, third paragraph indicates the Bidder would provide a Bid Security in the sum of \$1,200,000; however, the bid security attached to the Proposal is in the amount of 5% of the Total Bid as required.
- ➔ Page TDFCL-1, Bidder did not complete the Certifications section by checking the appropriate areas in Paragraphs 1 and 2.
- ➔ The Bidder's DBE Certification was submitted with the Proposal, however, as indicated on Page DBE-1 and 2, the Bidder did not submit the other information required as listed under "Information to be submitted".

In accordance with General Provision 30-01, Consideration of Proposals, until the award of a contract is made, the Owner can reserve the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner can reserve the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

On Page DBE-22, of the Disadvantage Business Enterprise (DBE) Program, Global Electrical Services, Inc. indicates that they will utilize not less than the contract required 11.03% DBE Participation on this Project. Global Electrical Services, Inc. indicated on Page DBE-14 the Listing of DBE Subcontractors Form that they would meet this goal utilizing MRS Airfield Lighting &

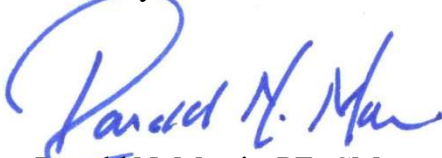
Mr. Neil Doran, C.M., ACE
October 30, 2023
Page 3 of 3

Supplies, LLC (DBE Cert# 12-063) for supplying the required materials. This company was verified as a certified DBE with the MDOT Office of Minority Business Enterprise, Certification Management System at https://mbe.mdot.maryland.gov/directory/search_select.asp.

If it is the Owners intention to award the current Contract the award should go to Global Electrical Services, Inc. The Owner should review any irregular items with your Attorney to determine satisfactory compliance with the Proposal terms. We recommend that you forward the bid tabulation to the FAA Washington ADO and Maryland Aviation Administration (MAA) and, subject to grant funding availability, request their concurrence to award.

Thank you for the assistance we received from you, your staff and Washington County Purchasing Department on this important project at HGR. If you have any questions or need further assistance, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ronald N. Morris".

Ronald N. Morris, PE, CM
Senior Engineering Manager

Enclosures:

1. Bid Tabulation Summary
2. Bid Tabulation

Cc: Mr. Rick Curry, Washington County Purchasing Department

O:\HGR\Projects\2023-1302 RW927\Non-CAD\9_Bidding\Bid_Tabulations\20231030 Bid Tabulation Ltr - HGR RW 9-27 Replacement - Final.docx



BID TABULATION SUMMARY

**HAGERSTOWN REGIONAL AIRPORT
RUNWAY 9-27 EDGE LIGHTING AND SIGNAGE REPLACEMENT - CONSTRUCTION
BIDS RECEIVED 10/25/2023; 2:00 PM EST**

CONTRACTOR	Sub Total A: Sum Total of Base Bid Items L-100-5.1 through L-125-5.14	Sub Total B: Sum Total of Base Bid Items M-100-4.1 through C-105-6.1	TOTAL
Engineer's Estimate	\$705,475.00	\$109,200.00	\$814,675.00
Global Electrical Services, Inc.	\$469,960.00	\$31,000.00	\$500,960.00
Callas Contractors, LLC	\$958,720.00	\$152,000.00	\$1,110,720.00

* **Red Text** indicates that the itemized amount did not match the proposal; therefore, as adjusted and the correct total is indicated above. Unit Price Written amounts govern.



BID TABULATION

RUNWAY 9-27 EDGE LIGHTING AND SIGNAGE REPLACEMENT - CONSTRUCTION
HAGERSTOWN REGIONAL AIRPORT

BIDS RECEIVED 10/25/2023; 2:00 PM EST

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	ENGINEER'S ESTIMATE		Global Electrical Services, Inc.		Callas Contractors, LLC	
					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
1	L-100-5.1	SITE LOCATING AND DUCT TRACING	ALLOW	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	L-108-5.1	1-1/C NO. 8 AWG, 5KV, L-824C CABLE IN CONDUIT, INSTALLED COMPLETE IN PLACE	LF	28500	\$4.00	\$114,000.00	\$3.49	\$99,465.00	\$6.10	\$173,850.00
3	L-108-5.2	DEMOLITON OF CABLE IN CONDUIT, CONDUIT TO REMAIN, PER CONDUIT LENGTH	LF	28500	\$1.50	\$42,750.00	\$0.80	\$22,800.00	\$1.00	\$28,500.00
4	L-109-7.1	REMOVE 30KW CONSTANT CURRENT REGULATOR AND ASSOCIATED EQUIPMENT AND INSTALL 20KW, 5-STEP, 240V, L-829 CONSTANT CURRENT REGULATOR AND ALL ASSOCIATED INCOMING POWER AND COMMUNICATION APPURTENANCES	EA	1	\$25,000.00	\$25,000.00	\$27,000.00	\$27,000.00	\$48,600.00	\$48,600.00
5	L-125-5.1	L-862(L) RUNWAY ELEVATED EDGE LIGHT FIXTURE ON EXISTING LIGHT BASE, WITH TRANSFORMER AND ACCESSORIES, INSTALLED COMPLETE IN PLACE	EA	64	\$2,000.00	\$128,000.00	\$860.00	\$55,040.00	\$2,555.00	\$163,520.00
6	L-125-5.2	L-862E(L) RUNWAY THRESHOLD/END LIGHT ON EXISTING LIGHT BASE, WITH TRANSFORMER AND ACCESSORIES, INSTALLED COMPLETE IN PLACE	EA	16	\$2,000.00	\$32,000.00	\$890.00	\$14,240.00	\$2,800.00	\$44,800.00
7	L-125-5.3	L-850C(L) RUNWAY IN-PAVEMENT EDGE LIGHT FIXTURE ON EXISTING LIGHT BASE , WITH TRANSFORMER AND ACCESSORIES, INSTALLED COMPLETE IN PLACE	EA	5	\$2,500.00	\$12,500.00	\$1,590.00	\$7,950.00	\$4,260.00	\$21,300.00
8	L-125-5.4	1 MODULE - SIZE 1, STYLE 3, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	10	\$4,000.00	\$40,000.00	\$2,150.00	\$21,500.00	\$4,500.00	\$45,000.00
9	L-125-5.5	2 MODULE - SIZE 1, STYLE 3, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	13	\$5,000.00	\$65,000.00	\$3,150.00	\$40,950.00	\$5,730.00	\$74,490.00
10	L-125-5.6	3 MODULE - SIZE 1, STYLE 3, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	13	\$6,100.00	\$79,300.00	\$3,900.00	\$50,700.00	\$7,170.00	\$93,210.00
11	L-125-5.7	4 MODULE - SIZE 1, STYLE 3, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	2	\$7,200.00	\$14,400.00	\$4,100.00	\$8,200.00	\$8,750.00	\$17,500.00
12	L-125-5.8	1 MODULE - SIZE 4, STYLE 3, CLASS 1, MODE 2, L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, WITH TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	6	\$6,500.00	\$39,000.00	\$4,100.00	\$24,600.00	\$7,900.00	\$47,400.00
13	L-125-5.9	RELOCATE 2 MODULE L-858(L) AIRFIELD GUIDANCE SIGN ON EXISTING FOUNDATION, FURNISH AND INSTALL TRANSFORMER AND ACCESSORIES, INSTALLED, COMPLETE IN PLACE	EA	2	\$900.00	\$1,800.00	\$750.00	\$1,500.00	\$2,700.00	\$5,400.00
14	L-125-5.10	REMOVE AND REPLACE ALL EXISTING SIGN PANELS WITHIN EXISTING SIGN HOUSING	EA	4	\$850.00	\$3,400.00	\$900.00	\$3,600.00	\$2,675.00	\$10,700.00
15	L-125-5.11	INSTALL 12" DIAMETER 36" DEEP REINFORCED CONCRETE PIER FOR SIGN FOUNDATION EXTENSION AND 6" DEEP WASHED STONE MAINTENANCE PAD, COMPLETE IN PLACE	EA	12	\$1,350.00	\$16,200.00	\$1,100.00	\$13,200.00	\$5,500.00	\$66,000.00
16	L-125-5.12	REMOVE AIRFIELD GUIDANCE SIGN, DEMOLISH TRANSFORMER AND ACCESSORIES, FOUNDATION TO REMAIN	EA	46	\$1,000.00	\$46,000.00	\$590.00	\$27,140.00	\$1,600.00	\$73,600.00
17	L-125-5.13	REMOVE LIGHT FIXTURE, DEMOLISH TRANSFORMER AND ACCESSORIES	EA	85	\$225.00	\$19,125.00	\$295.00	\$25,075.00	\$210.00	\$17,850.00
18	L-125-5.14	TEMPORARY AIRFIELD LIGHTING DURING CONSTRUCTION	ALLOW	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
SubTotal A						\$705,475.00		\$469,960.00		\$958,720.00
19	M-100-4.1	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$70,500.00	\$70,500.00	\$10,000.00	\$10,000.00	\$106,000.00	\$106,000.00
20	C-105-6.1	MOBILIZATION	LS	1	\$38,700.00	\$38,700.00	\$21,000.00	\$21,000.00	\$46,000.00	\$46,000.00
SubTotal B						\$109,200.00		\$31,000.00		\$152,000.00
Total Bid						\$814,675.00		\$500,960.00		\$1,110,720.00

* Highlighted Text indicates that the itemized amount does not match the proposal. Unit Price Written amounts govern.

SIGNATURE TO BIDS

NOTE: Bidders shall use this page as a cover page when submitting his/her bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN BELOW AND RETURN THESE PAGES AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 cal Addendum No. 2 cal Addendum No. 3 _____
Addendum No. 4 _____ Addendum No. 5 _____ Addendum No. 6 _____

RUNWAY 9-27 EDGE LIGHTING & SIGNAGE REPLACEMENT
HAGERSTOWN REGIONAL AIRPORT
AIP 3-24-0019-071-2023 (DESIGN/CONSTRUCTION)

BID NO. PUR-1635
BID DOCUMENTS
SEPTEMBER 2023

BIDDER'S COMPANY/FIRM:

Global Electrical Services, Inc.

ADDRESS:

91 Lower Oak Grove Rd, Frenchtown, NJ 08825

AUTHORIZED SIGNATURE:

NAME AND TITLE PRINTED:

Gary Rabosky, President

TELEPHONE & FAX NUMBER:

(908)996-0497

E-MAIL ADDRESS:

gary@globalelectric.biz

DATE: 10/24/23

FEDERAL EMPLOYER'S IDENTIFICATION NO. 16-1656977

For Informational Purposes Only: Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check.) ☐ Yes ☒ No

SIGNATURE TO BIDS

SB-2

PUR-1635
FORM OF PROPOSAL

(Submit Form of Proposal & Schedule of Prices)

Board of County Commissioners
of Washington County, Maryland
(hereinafter called "Owner")
c/o Washington County Purchasing Department
100 West Washington Street, Suite 3200
Hagerstown, MD 21740

BIDS DUE:

Date: Wednesday, October 25, 2023

Time: No later than 2:00 P.M., (EDT/EST)

Project Name: Runway 9-27 Edge Lighting & Signage Replacement
Washington County Bid No.: PUR-1635

Proposal of Global Electrical Services, Inc. (hereinafter
called "Bidder"), *a corporation, organized and existing under the laws of the State of New Jersey,
*a partnership, or an individual doing business as _____.

Telephone No. (908) 996-0497 Fax: (908-996-0497).

Contact:

Name & Title Printed: Gary Rabosky, President

Address: 91 Lower Oak Grove Rd, Frenchtown, NJ 08825

E-Mail Address: gary@globalelectric.biz

*Insert corporation, partnership or individual as applicable.

Gentlemen/Ladies:

The Bidder, in compliance with your Invitation for Bids for the abovementioned project has examined the plans and specifications with related documents and the size of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment, plant and services, and to construct the project in accordance with the Contract Documents and Addenda within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

We hereby submit our proposal for the Runway 9-27 Edge Lighting & Signage Replacement -
Hagerstown Regional Airport.

Having carefully examined the Contract Documents for the subject construction project -

Specifications Dated September 2023

Drawings Dated September 2023

Addenda No. 1 Date 10/19/23, No. 2 Date 10/23/23, No. _____ Date _____

Addenda No. _____ Date _____, No. _____ Date _____, No. _____ Date _____

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to properly complete the work, in strict accordance with the Contract Documents, for the stipulated sum of, based on the unit prices set forth in the attached Schedule of Prices:

1. **TOTAL SUM BID:**

To furnish labor, materials, equipment, plant and services necessary to properly complete the work required under the TOTAL SUM BID, based on the prices set forth in the attached Schedule of Prices in strict accordance with the aforesaid documents, and to be substantially completed within **Sixty (60) consecutive calendar days** from the date of contractor's receipt of written Notice to Proceed.

four hundred ninety nine thousand nine hundred and sixty	Dollars	
	Cents \$	499,960.00
(Written)		(Figures)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

It is understood that the bid price will be firm for a time period of one hundred and twenty (120) calendar days from the bid opening date and that if the undersigned is notified of acceptance of this proposal within this time period, the firm shall **substantially complete the total work within Sixty (60) consecutive calendar days from the date of "Notice to Proceed" for construction and to complete the work in accordance with the provisions of the Contract Documents.** If this work is not completed within the time period specified, the Contractor will be liable for liquidated damages of:

- Two thousand five hundred (\$2,500) dollars per consecutive calendar day for exceeding the contract duration.
- Two thousand five hundred (\$2,500) dollars per 15 minutes (or part thereof) for delay in runway opening.

2. **SUBCONTRACTORS:**

- A. All Bidders shall submit their list of subcontractors list as part of their bid packet.
- B. No change or deviation from this list shall be allowed except as determined by the Owner or the Owner's Representative.

3. **AWARD:**

Award of the bid can be made by the Owner to the responsive, responsible low bidder based on the Total Sum Bid for the Base Bid.

4. **BIDDER'S STATE OF MARYLAND REGISTRATION NUMBER:**

Processing		
Construction Firm License No.	Date Issued	Place of Issuance
16-1656977		
Federal Employer Identification Number (FEIN) or Social Security No. if no FEIN		

Bid Security Bonds shall be submitted with each proposal in the amount of five percent (5%) of the Total Sum Bid.

Bid Bonds, except those of the two (2) low bidders will be returned after the bid opening. Other bid bonds will be returned after the related contract has been executed. If no bid has been accepted within one hundred and twenty (120) calendar days after the bid opening, then any bond may be returned upon demand of the bidder.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within fifteen (15) calendar days. The Bid Security attached, in the sum of:

twenty four thousand nine hundred and ninety eight	Dollars	
(Written)	Cents \$	24,998.00
		(Figures)

Is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Failure to properly and completely fill in all blanks may be cause for rejection of this proposal. All alternates and unit prices called for in the Contract Documents must be submitted herewith.

Dated: 10/24/23

Global Electrical Services, Inc.

BIDDER'S NAME

BIDDER'S SEAL

BY:

SIGNATURE AND TITLE

91 Lower Oak Grove Rd

ADDRESS

Frenchtown, NJ 08825

CITY

STATE

ZIP

INSTRUCTIONS:

The bidder shall fill in all the blank spaces and complete the Form of Proposal and Schedule of Prices which follows.

"REVISED" SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-100-5.1	Site Locating and Duct Tracing @ _____ Dollars Twenty Thousand (Written) _____ Cents per Zero (Written)	ALL	1	\$20,000.00	\$20,000.00
L-108-5.1	1-1/C No. 8 AWG, 5KV, L-824C Cable in Conduit, Installed Complete in Place @ _____ Dollars three (Written) _____ Cents per fourty nine (Written)	LF	28,500	\$ 3.49 (Figures)	\$ 99,465.00 (Figures)
L-108-5.2	Demolition of Cable in Conduit, Conduit to Remain, per Conduit Length @ _____ Dollars zero (Written) _____ Cents per eighty (Written)	LF	28,500	\$.80 (Figures)	\$ 22,800.00 (Figures)

"REVISED" SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-109-7.1	Remove 30KW Constant Current Regulator and Associated Equipment and Install 20KW, 5-Step, 240V, L-829 Constant Current Regulator and all Associated Incoming Power and Communication Appurtenances @ twenty seven thousand Dollars (Written) zero Cents per (Written)	EA	1	\$ 27,000.00 (Figures)	\$ 27,000.00 (Figures)
L-125-5.1	L-862(L) Runway Elevated Edge Light Fixture on Existing Light Base, with Transformer and Accessories, Installed Complete in Place @ eight hundred and sixty Dollars (Written) zero Cents per (Written)	EA	64	\$ 860.00 (Figures)	\$ 55,040.00 (Figures)
L-125-5.2	L-862E(L) Runway Threshold/End Light on Existing Light Base, with Transformer and Accessories, Installed Complete in Place @ eight hundred and ninety Dollars (Written) zero Cents per (Written)	EA	16	\$ 890.00 (Figures)	\$ 14,240.00 (Figures)

"REVISED" SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.3	L-850C(L) Runway In-Pavement Edge Light Fixture on Existing Light Base, with Transformer and Accessories, Installed Complete in Place @ <u>one thousand five hundred and ninety</u> Dollars (Written) <u>zero</u> Cents per (Written)	EA	5	\$ <u>1,590.00</u> (Figures)	\$ <u>7,950.00</u> (Figures)
L-125-5.4	1 Module – Size 1, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place @ <u>two thousand one hundred and fifty</u> Dollars (Written) <u>zero</u> Cents per (Written)	EA	10	\$ <u>2,150.00</u> (Figures)	\$ <u>21,500.00</u> (Figures)
L-125-5.5	2 Module – Size 1, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place @ <u>three thousand one hundred and fifty</u> Dollars (Written) <u>zero</u> Cents per (Written)	EA	13	\$ <u>3,150.00</u> (Figures)	\$ <u>40,950.00</u> (Figures)

"REVISED" SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.6	<p>3 Module – Size 1, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place @</p> <p><u>three thousand nine hundred</u> Dollars (Written)</p> <p><u>zero</u> Cents per (Written)</p>	EA	13	<p>\$ <u>3,900.00</u> (Figures)</p>	<p>\$ <u>50,700.00</u> (Figures)</p>
L-125-5.7	<p>4 Module – Size 1, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place @</p> <p><u>four thousand one hundred</u> Dollars (Written)</p> <p><u>zero</u> Cents per (Written)</p>	EA	2	<p>\$ <u>4,100.00</u> (Figures)</p>	<p>\$ <u>8,200.00</u> (Figures)</p>
L-125-5.8	<p>1 Module – Size 4, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place @</p> <p><u>four thousand one hundred</u> Dollars (Written)</p> <p><u>zero</u> Cents per (Written)</p>	EA	6	<p>\$ <u>4,100.00</u> (Figures)</p>	<p>\$ <u>24,600.00</u> (Figures)</p>

"REVISED" SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.9	Relocate 2 Module L-858(L) Airfield Guidance Sign on Existing Foundation, Furnish and Install Transformer and Accessories, Installed, Complete in Place @ <u>seven hundred and fifty</u> Dollars (Written) <u>zero</u> Cents per (Written)	EA	2	\$ <u>750.00</u> (Figures)	\$ <u>1,500.00</u> (Figures)
L-125-5.10	Remove and Replace all Existing Sign Panels within Existing Sign Housing @ <u>nine hundred</u> Dollars (Written) <u>zero</u> Cents per (Written)	EA	4	\$ <u>900.00</u> (Figures)	\$ <u>3,600.00</u> (Figures)
L-125-5.11	Install 12" Diameter 36" Deep Reinforced Concrete Pier for Sign Foundation Extension and 6" Deep Washed Stone Maintenance Pad, Complete in Place @ <u>one thousand one hundred</u> Dollars (Written) <u>zero</u> Cents per (Written)	EA	12	\$ <u>1,100.00</u> (Figures)	\$ <u>13,200.00</u> (Figures)

"REVISED" SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
L-125-5.12	Remove Airfield Guidance Sign, Demolish Transformer and Accessories, Foundation to Remain @ <u>five hundred ninety</u> Dollars (Written) <u>zero</u> Cents per (Written)	EA	46	\$ <u>590.00</u> (Figures)	\$ <u>27,140.00</u> (Figures)
L-125-5.13	Remove Light Fixture, Demolish Transformer and Accessories @ <u>two hundred ninety five</u> Dollars (Written) <u>zero</u> Cents per (Written)	EA	85	\$ <u>295.00</u> (Figures)	\$ <u>25,075.00</u> (Figures)
L-125-5.14	Temporary Airfield Lighting During Construction @ <u>Seven Thousand</u> Dollars (Written) <u>Zero</u> Cents per (Written)	ALL	1	\$7,000	\$7,000
Sub Total A: Sum Total of Base Bid Items <u>L-100-5.1</u> through <u>L-125-5.14</u> @ <u>four hundred sixty nine thousand nine hundred and sixty</u> Dollars (Written) <u>zero</u> Cents per (Written)				\$ <u>469,960.00</u> (Figures)	

“REVISED” SCHEDULE OF PRICES FORM

Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
M-100-4.1	Maintenance and Protection of Traffic (shall not exceed 10% of total Contract Bid amount) @ <u>ten thousand</u> Dollars (Written) <u>zero</u> Cents per (Written)	LS	1	\$ <u>10,000.00</u> (Figures)	\$ <u>10,000.00</u> (Figures)
C-105-6.1	Mobilization (shall not exceed 5% of total Contract Bid amount) @ <u>twenty one thousand</u> Dollars (Written) <u>zero</u> Cents per (Written)	LS	1	\$ <u>21,000.00</u> (Figures)	\$ <u>21,000.00</u> (Figures)
Sub Total B: Sum Total of Base Bid Items <u>M-100-4.1</u> through <u>C-105-6.1</u> @ <u>thirty one thousand</u> Dollars (Written) <u>zero</u> Cents per (Written)				\$ <u>31,000.00</u> (Figures)	

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned as Principal, and _____ as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Washington County, Maryland as OWNER in the penal sum of _____ (five percent (5%) of Total Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2023. The Condition of the above obligation is such that whereas the Principal has submitted to the Board of County Commissioners of Washington County, Maryland a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Contract No. PUR-1635 Runway 9-27 Edge Lighting & Signage Replacement – Hagerstown Regional Airport.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (Properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is located.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
Global Electrical Services Inc. as
Principal, and The Service Insurance Company Inc. as Surety, are hereby held and
firmly bound unto the Board of County Commissioners of Washington County, Maryland as OWNER in
the penal sum of 5% (five percent (5%) of Total Bid) for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

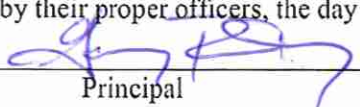
Signed, this 19th day of October, 2023. The Condition of the above
obligation is such that whereas the Principal has submitted to the Board of County Commissioners of
Washington County, Maryland a certain BID, attached hereto and hereby made a part hereof to enter into
a contract in writing, for **Contract No. PUR-1635 Runway 9-27 Edge Lighting & Signage
Replacement - Hagerstown Regional Airport.**

NOW, THEREFORE,


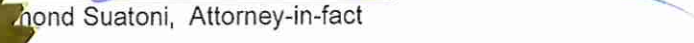
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form
of Contract attachment hereto (Properly completed in accordance with said BID) and shall
furnish a BOND for **faithful** performance of said contract, and for the payment of all persons
performing labor furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said BID, then this obligation shall be void,
otherwise the same shall remain in force and effect; it being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the
penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
BOND shall be in no way impaired or affected by any extension of the time within which the OWNER
may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such
of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be
signed by their proper officers, the day and year first set forth above.

 (L.S.)
Principal

The Service Insurance Company Inc.


Surety

Bond Suatoni, Attorney-in-fact

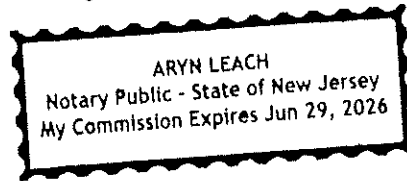
ANT - Surety companies executing BONDS must appear on the Treasury Department's most
(Circular 570 as amended) and authorized to transact business in the State where the project is

CORPORATE ACKNOWLEDGMENT

State of New Jersey
County of Hunterdon

On the 25th day of October, 2023, before me personally came Gary Rabosky to me known who being by me duly sworn, did depose and say; that he is President of the Global Electrical Services Inc. the Corporation described in and which executed the above instrument; that he knows the seal of such said corporation; that the seal affixed to the instrument is such corporate seal that it was so affixed by order of the Board of Directors of the said corporation, and he signed his name thereto by like order.

Aryn Leach
Notary Public



SURETY ACKNOWLEDGMENT

State of New York
County of Onondaga

On the 19th day of October, 2023, before me a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Raymond Suatoni known to me to be the Attorney-in-Fact of the The Service Insurance Company Inc., the corporation described in and that executed the within and foregoing instrument and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Deborah Suatoni
Notary Public

DEBORAH SUATONI
NOTARY PUBLIC STATE OF NEW YORK
ONONDAGA
LIC. #01SU4934873
COMM. EXP. June 20, 2024

THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)

(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), in AL

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.) and in AL, Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS. The Board of Directors may authorize any officers, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of \$2,000,000 (Two Million Dollars).

Does hereby nominate, constitute and appoint Raymond Suatoni, Deborah Suatoni, Ramon Dunlop, Jesse Champagne, Angeliki Klein of Arthur J Gallagher & Co. Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety on behalf of the Company to any Obligor for those bid bond, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of \$2,000,000 (Two Million Dollars).

Said Insurance Agency Attorney(s)-In-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-In-Fact by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted it/him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Obligor may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 6th day of June, A.D 2022

THE SERVICE INSURANCE COMPANY, INC.

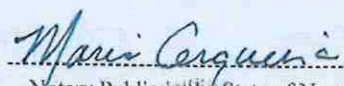
BY: 
GLEN T. BURGER, TREASURER

BY: 
JAMES S. BURGER, PRESIDENT

STATE OF NEW JERSEY)
) SS
CITY OF WEST ORANGE)

On this 6th day of June, A.D. 2022, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself depose the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

MARIA E. CERQUEIRA
Notary Public, State of New Jersey
Comm. # 2360557
My Commission Expires 6/4/2027


Notary Public in the State of New Jersey

CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: "That the signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of this certificate, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 19 day of October, 2023.

COMPANY EMBOSSED CORPORATE SEAL
APPEAR ON BOND FORM AND POWER OF ATTORNEY


JAMES S. BURGER, PRESIDENT

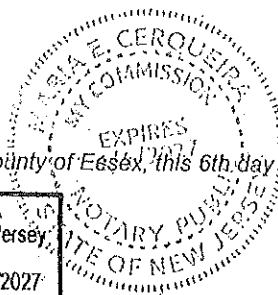
45736

(Statutory Basis)

ADMITTED ASSETS

LIABILITIES & SHAREHOLDER'S EQUITY

MARIA E. CERQUEIRA
Notary Public, State of New Jersey
Comm. # 2360557
My Commission Expires 6/4/2027



AFFIDAVIT OF NON-COLLUSION AND BRIBERY CONVICTIONS

AFFIRMATION REGARDING COLLUSION:

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE ABOVE-REFERENCED AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND THAT I AM THE DULY AUTHORIZED REPRESENTATIVE OF THE BELOW BUSINESS AND THAT I POSSESS THE LEGAL AUTHORITY TO MAKE THE AFFIDAVITS AND CERTIFICATION ON BEHALF OF MYSELF AND THE BUSINESS FOR WHICH I AM ACTING.

BY:


(Signature of Authorized Representative and Affiant)

Gary Rabosky, President

(Name & Title Printed)

91 Lower Oak Grove Rd, Frenchtown, NJ 08825

(Business Address)

(908)996-0497

(Phone Number)

/ (908)996-0497

(Fax Number)

16-1656977

(Federal Employer Identification Number)

(SEAL) If bid is by corporation.

BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION (EEOC)

Section 151.54(d)(1) of the FAA Regulations requires each bidder or prospective Contractor or any of their proposed subcontractors, to state as an initial part of the bid whether it has participated in any previous contract or subcontract subject to the equal employment opportunity clause; and, if so, whether it has filed with the Committee or agency all compliance reports due under applicable instructions. In any case in which a bidder or prospective Contractor or proposed Contractor which has participated in a previous contract or subcontract subject to the equal employment opportunity clause has not filed a compliance report due under applicable instructions, such bidder, prospective Contractor, or proposed subcontractor shall be required to submit a compliance report prior to the award of the proposed contract or subcontract [41 CFR 60-1.6(b)(1)].

The bidder shall complete the following statement by checking the appropriate spaces. Failure to complete will result in a non-responsive bid.

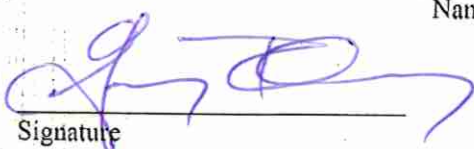
The bidder has ☒, has not ☐, participated in a previous contract subject to the discrimination clause prescribed by Executive Order 10925 dated March 6, 1961, or Executive Order 11114 dated June 22, 1963, or Executive Order 11246 dated September 24, 1965.

The bidder has ☒, has not ☐, submitted compliance reports as required by applicable instructions, the successful bidder will be required to submit a Standard Form 100 (for Federally-Assisted Construction Contracts) before award.

Certification: The information above is true and complete to the best of my knowledge and belief.

Gary Rabosky, President

Name and Title of Signer



Signature

10/24/23

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Federally Assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit employees to perform services where segregated facilities are maintained. The federally assisted construction contractor certifies further that it will not maintain or provide, for its employees, segregated facilities at any of its establishments, and that it will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating area, 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 which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION FOR NONSEGREGATED FACILITIES:

A Certification of Non-Segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Gary Rabosky, President

Name and Title of Signer (Please Type)


Signature

10/24/23

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BIDDERS NAME: Global Electrical Services, Inc.

ADDRESS: 91 Lower Oak Grove Rd, Frenchtown, NJ 08825

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER 16-1656977

**RUNWAY 9-27 EDGE LIGHTING & SIGNAGE REPLACEMENT
HAGERSTOWN REGIONAL AIRPORT
AIP 3-24-0019-071-2023 (DESIGN/CONSTRUCTION)**

**BID NO. PUR-1635
BID DOCUMENTS
SEPTEMBER 2023**

Listing of DBE Subcontractors (to be submitted with bid)

Project: Runway 9-27 Edge Lighting and Sign Replacement

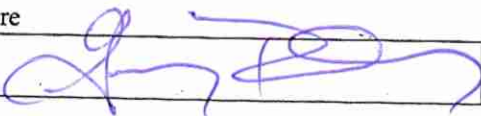
The Bidder hereby proposes the following DBE participation:

DBE Subcontractor/Supplier	Work to be Performed	NAICS Code	Subcontract Amount	Amount Applicable to Goal (suppliers=*.60)
MRS Airfield Lights & Supplies, LLC	Lighting, signs and associated mterial	452120	221,000.00	132,600.00
Total DBE Participation				132,600.00
Base Bid Amount				499,960.00
DBE Participation Proposed (%)				26.5%
DBE Participation Goal (%)				11.03%

Bidder (Firm Name)

Signature

Date

Global Electrical Services, inc.		10/24/23
----------------------------------	--	----------

WASHINGTON COUNTY

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☒ The bidder/offeror is committed to a minimum of 11.03 % DBE utilization on this contract.

☐ The bidder/offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Global Electrical Services, Inc/MRS Airfield Lighting & Supplies

State Registration No. 12-063

By [Signature] President
(Signature) Title

WASHINGTON COUNTY

FORM 2 - LETTER OF INTENT

Name of bidder/offeree's firm: Global Electrical Services, Inc.

Address: 91 Lower Oak Grove Rd

City: Frenchtown State: NJ Zip: 08825

Name of DBE firm: MRS Airfield Lightng & Supplies

Address: 48 Main Street

City: Waretown State: NJ Zip: 08758

Telephone: 609-259-5720

Description of work to be performed by DBE firm:

Supplying the lighting package and signage

The bidder/offeree is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 221,000.00

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Michael Chundaw President
(Signature) (Title)

If the bidder/offeree does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmations shall be null and void.

(Submit this page for each DBE subcontractor.)

BIDDER'S DBE CERTIFICATION

To meet the requirements of Department of Transportation, Regulation 49 CFR Part 23, all bidders will provide evidence of the methods they have used to meet the Disadvantaged Business Enterprise goal as published in the Sponsor's Disadvantaged Business Enterprise Plan and approved by the Department of Transportation. The DBE participation goal for this project is eleven and three hundredths percent (11.03%).

All bidders must submit an assurance stating the percentage of Disadvantaged Businesses they intend to employ on this project.

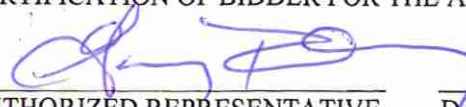
WITHIN 5 DAYS AFTER THE OPENING OF BIDS AND BEFORE THE AWARD OF A CONTRACT, ALL BIDDERS OR PROPOSERS WISHING TO REMAIN IN COMPETITION FOR THE CONTRACT SHALL SUBMIT:

1. Names of the DBE subcontractors they intend to use.
2. Description of work each DBE subcontractor is to perform.
3. The dollar amount of the participation of each DBE firm.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) provided with the Bid Proposal to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

REQUIRED ASSURANCE TO BE INCLUDED IN ALL BID PROPOSALS.

This firm assures that it will utilize not less than 11.03% of Disadvantaged Business participation.

CERTIFICATION OF BIDDER FOR THE ABOVE:



AUTHORIZED REPRESENTATIVE DATE 10/24/23

Gary Rabosky

NAME

President

TITLE

Global Electrical Services, Inc.

COMPANY



Low bidder shall provide the Subcontractor and supplier list to the Owner within 48 hours of the bid opening. If a subcontractor or supplier is a Disadvantaged Business Enterprise (DBE), please indicate it on this list.

[illegible]

BIDDERS LIST DATA FORM

Firm Name	Firm Address and Phone No.	DBE or Non-DBE Status (verify via MDOT DBE Directory)	Age of Firm	Annual Gross Receipts
MRS Airfield Lights and Supplies	48 Main Street Waretown, NJ 08758 (609)259-5720	<input checked="" type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input checked="" type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-2M <input checked="" type="checkbox"/> \$2-5M <input type="checkbox"/> Greater than \$5M
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Greater than \$5M
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Greater than \$5M
		<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-2M <input type="checkbox"/> \$2-5M <input type="checkbox"/> Greater than \$5M

**BID NO. PUR-1635
RUNWAY 9-27 EDGE LIGHTING & SIGNAGE REPLACEMENT
FOR
HAGERSTOWN REGIONAL AIRPORT
AIP 3-24-0019-071-2023 (DESIGN/CONSTRUCTION)**

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material, or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

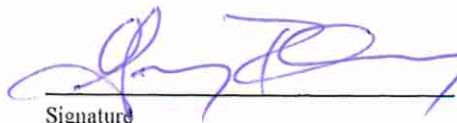
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

10/24/23

Date

Global Electrical Services, Inc.

Company Name



Signature

Gary Rabosky, President

Title

**BID NO. PUR-1635
RUNWAY 9-27 EDGE LIGHTING & SIGNAGE REPLACEMENT
FOR
HAGERSTOWN REGIONAL AIRPORT
AIP 3-24-0019-071-2023 (DESIGN/CONSTRUCTION)**

**CERTIFICATION OF OFFERER/BIDDER REGARDING 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 twenty-four (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 U.S.C. § 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.

CERTIFICATION REGARDING LOBBYING

I CERTIFY:

By signing and submitting this bid or proposal, to the best of my 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.

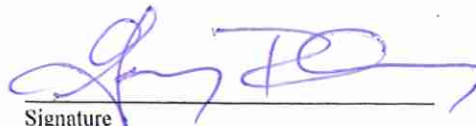
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to 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.

10/24/23

Date

Global Electrical Services, Inc.

Company Name



Signature

Gary Rabosky, President

Title

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.

A5.1 CERTIFICATE OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE - CONSTRUCTION PROJECTS

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intend to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X"

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: 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 that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic product.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project". The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

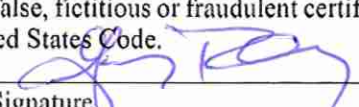
Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005; indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date 10/24/23

Global Electrical Services, inc
Company Name

Signature 

President
Title

A6. CIVIL RIGHTS - GENERAL

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 identifies in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the ground 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.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GLOBAL ELECTRICAL SERVICES, INC.

Trade Name:

Address: 984 ROUTE 519
FRENCHTOWN, NJ 08825

Certificate Number: 1007491

Effective Date: August 08, 2003

Date of Issuance: August 30, 2023

For Office Use Only:

20230830132210926



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges GLOBAL ELECTRICAL SERVICES, INC. DBA:Global Electrical Services, Inc. as a Category 4 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application.



Peter Lowicki
Deputy Director

Issued: 2/10/2022
Certification Number: A0211-49

Expiration: 2/10/2025

The expiration date is contingent on the proper and on-time filing of all Annual Verifications. Please see above for more detail.

31 WESTER OAK GROVE ROAD
FRENCHTOWN, NJ 08825

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$2,000,000	C047 -ELECTRICAL license #: 34EB01508600 C035 -SOLAR ENERGY SYSTEMS	10/19/2022 10/19/2022	10/18/2024

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](#).

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

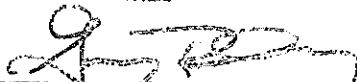
HAS LICENSED

Gary M. Rabosky
91 Lower Oak Grove Road
Frenchtown NJ 08825

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

03/03/2021 TO 03/31/2024

VALID



Signature of Licensee/Registrant/Certificate Holder

34E101508600

LICENSE/REGISTRATION/CERTIFICATION #



ACTING DIRECTOR

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

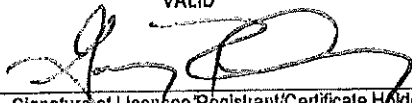
HAS LICENSED

GLOBAL ELECTRICAL SERVICES INC
GARY MATTHEW RABOSKY
984 County Rd 519
Frenchtown NJ 08825

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

04/02/2021 TO 03/31/2024

VALID



Signature of Licensee/Registrant/Certificate Holder

34EB01508600

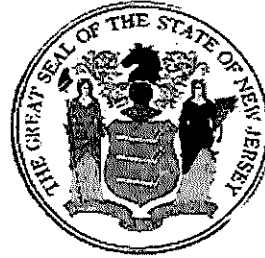
LICENSE/REGISTRATION/CERTIFICATION #



ACTING DIRECTOR

Certificate Number
634868

Registration Date: 03/11/2022
Expiration Date: 03/10/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Global Electrical Services, Inc

2022

Responsible Representative(s):
Gary Rabosky, President

A handwritten signature in black ink, appearing to read "RA Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

NEGOTIATED AGREEMENTS

- 1. TO# 12 – Rehabilitate Runway 9-27 Lighting and Signage (Design, Bidding and Construction) – Airport Design Consultants, Inc.**
- 2. Independent Fee Estimate (IFE) – C&S Companies**



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

February 16, 2023

Email Only

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

Re: Hagerstown Regional Airport
Task Order No. 12
Rehabilitate Runway 9-27 Lighting and Signage
AIP# 3-24-0019-(pending)

Dear Mr. Doran:

We received your correspondence transmitting the February 10, 2023, professional services agreement for the design, bidding and construction phases of the subject project. With the submission of the revised proposal and the additional signature page by ADCI, Inc. on February 14, we concur with this task order, subject to the limitations of the future grant agreement, as follows:

Design, Bidding and Grant Admin Services	\$ 107,180	(Lump Sum)
	<u>Cost</u>	<u>Fixed Fee</u>
Construction Mgmt, Admin, RPR Services	\$116,714.00	\$14,006.00
Sub-consultant and Reimbursable Expenses	\$ 1,000.00	\$ 0.00
Subtotal	\$117,714.00	\$ 14,006.00 = \$131,720.00 (Cost plus fixed fee)

Our concurrence of this agreement is based on Washington County's recommendation and the independent fee estimate completed January 16, 2023 by C&S Companies. 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**

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

Digitally signed by KYLE F
ALLISON
Date: 2023.02.16 09:01:00
-05'00'

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



February 10, 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: Reasonable Cost Determination Process - HGR RWY 09-27 Design, Bid, CA, CMI Services

Dear Mr. Allison (Kyle):

Based on comments provided by your office, on February 9, 2023, we have received and reviewed the revised Design, Bid, CA, CMI services fee proposal submitted by our Engineers at Airport Design Consultants, Inc. (ADCI) addressing your comments. The fee in the proposal did not change and ADCI confirmed that they can accomplish the indicated Scope of Services for that fee as requested. We hereby confirm that we believe those costs to be reasonable.

Based on an Independent Fee Estimate (IFE) received from C&S Companies (attached), when compared to the fee proposal of ADCI, the overall cost of ADCI's fee proposal is 64.73 % below the IFE. Based on ADCI's confirmation of the scope and price, HGR is requesting FAA's concurrence and approval of the ADCI's Scope of Services and Cost Proposal for the referenced 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

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

flyHGR.com



February 10, 2023 (Revised)

Contract No. 2023-HGR-1302

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

Sent electronically to: ndoran@washco-md.net

Reference: Scope of Work and Price Proposal (Revision 1)
Runway 9-27 Edge Lighting and Signage Replacement
Design, Bid, and Construction Phase Services
Hagerstown Regional Airport, Hagerstown, MD

Dear Mr. Doran:

Based on comments provided by the FAA, on February 9, 2023, Airport Design Consultants, Inc. (ADCI) is pleased to submit this revised 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 Design, Bid, Construction Administration (CA), and Construction Management and Inspection (CMI) services associated with the Runway 9-27 Edge Lighting and Signage Replacement 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.

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

Runway 9-27 is the primary runway at HGR with a runway reference code of C-III-2400. Runway 9-27 is 7,000-feet long and 150-feet wide with a 150' wide x 380' long blast pad at the approach end of Runway 9.

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

February 10, 2023

Page 2 of 8

The existing runway edge and threshold/end lights are all incandescent and will be replaced with new high-intensity Light Emitting Diode (LED) fixtures and new transformers. In June of 2019 the Federal Aviation Administration (FAA) approved the use of LED fixtures for High Intensity Runway Lights (HIRL) in PGL 19-02. It is assumed that the existing base cans will remain and will be reused. The existing layout will be evaluated in accordance with the requirements set forth in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5340-30J, Design and Installation Details for Airport Visual Aids, and if current standards are not met the Engineer will advise HGR, FAA, and Maryland Aviation Administration (MAA) of the updates required. LED fixtures and transformers are more energy efficient, have greater longevity, which in turn requires less maintenance. The edge lights from Taxiway B to Runway 27 End were installed as part of the Runway Extension project in 2006/2007 and are over 16 years old, while the edge lights on the remainder of the runway date back much further and are over 25 years old. The existing lighting cables will also be replaced within the existing conduits and a new homerun cable will be installed back to the airfield electrical vault. The existing constant current regulator will be replaced with a new unit as part of this project.

In addition to the runway edge/end lights, there will be approximately 54 airfield guidance signs addressed on this project. Field visits inclusive of external sign measurements, sign foundation measurements, internal inspection of each sign, as well as site photographs to verify existing conditions will be a part of this effort.

A preliminary review of the existing airfield guidance signs indicated that as many as 36 signs will either need to be replaced or upgraded to be LED. It is anticipated that based on both the sign legends and positions of these signs as depicted on HGR's FAA Approved Signage and Marking Plan dated 8/16/22 that based on the physical conditions of these signs that a recommendation during design may be made whether each sign would either be a full replacement with a new LED sign or perhaps just a LED upgrade kit would be required.

In addition to the 36 signs not requiring any legend updates, there are an additional 18 airfield guidance signs that will either need to be replaced or upgraded to meet the FAA's alphanumeric taxiway naming requirements. Of those 18 signs, it is believed that as many as 12 signs will need to be evaluated to determine if either full replacement or sign extensions with LED upgrade kits is the best course of action. The remaining 6 signs are believed to be LED signs. Therefore, for each of these signs, replacement or extension is dependent on the number of existing sign modules and the current legend displayed versus the proposed alphanumeric legend to determine the best course of action. Field visits will be critical to finalize the best approach for all signs. All of the signs to be addressed on this project are depicted on Sheets 3, 4, 5, and 6 of the Approved Signage and Marking Plan (see attachments).

The existing sign bases will likely be maintained based on condition but perhaps extended based on alphanumeric legend upgrades. Like the preceding Taxiway F Rehabilitation Project, a Signage and Marking Plan Update will be submitted to FAA for approval prior to construction.



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Upgrading the airfield signage to comply with the alphanumeric designations will ensure compliance with the Part 139 inspection recommendations and current FAA requirements. The update will comply with the current requirements outlined in FAA Advisory Circular (AC) 150/5340-1, Standards for Airport Marking, and AC 150/5340-18, Standards for Airport Sign Systems. Signs will be constructed in accordance with the requirements set forth in AC 150/5345-44K, Specification for Runway and Taxiway Signs.

The design portion of this project includes edge/end lighting and signage upgrades to Runway 9-27. Detailed electrical scope is as follows:

- Removal of the existing edge light and threshold/end light fixtures and transformers.
- Replacement of existing cable with new cable in existing conduit.
- Installation of new LED edge and threshold/end lights and transformers on existing concrete encased base cans.
- Replacement of all airfield signs associated with Runway 9-27 existing (Approx. 54 Signs not previously addressed on a prior project within runway hold lines) to be LED and alphanumeric – existing sign bases will be maintained based on condition but may be extended based on alphanumeric legend requirements.
- Installation of a new homerun for Runway 9-27 back to the airfield electrical vault.
- Removal and replacement of the constant current regulator.

ADCI will also provide project management services during the design, bid and construction phases. Overall services to be provided in both the design and construction phases will be as follows.

B. PROFESSIONAL ENGINEERING SERVICES

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

Design Phase

Project Management

ADCI will provide project management services throughout the course of the project including consultation with HGR, grant application preparation, grant administration, coordination with the Federal Aviation Administration Washington Airports District Office (FAA - WADO), Maryland Aviation Administration Office of Regional Aviation Assistance (MAA – ORAA), Air Traffic Control Tower (ATCT) personnel and overall quality assurance/quality control of project deliverables.



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Design Phase Services

1. Project initiation and design review meetings will be held and will include personnel from HGR, ATCT, MAA - ORAA and FAA - WADO.
2. Perform Site Visits and Prepare Base Drawings.
3. Prepare construction documents including but not limited to General Project Layout, Construction Safety and Phasing Plans and Details, Electrical Demolition and New Work Plans and Details, Signage Plans, Schedules and Details, and Electrical Details.
4. Preparation and assembly of Instructions and Invitations to Bidders, Special Provisions, Contract Forms, and Bid Forms.
5. Preparation of the general contract provisions, and technical specifications conforming to FAA AC 150/5370-10H, Standard Specifications for Construction of Airports.
6. Design submittals will be made at (30%), Pre-Final (90%) and the final stages (100% or bid ready plans) of completion. Plans and specifications will be submitted to HGR, MAA-ORAA and FAA – WADO (90% Design Submittal Required) for review and comment, as required.
7. Prepare for and attend design review meetings after the 30%, 90% and Final submittals.
8. Preparation of construction quantity/cost estimates and design report. Cost estimates will be based on unit prices from recent projects at the Airport and recent inflationary changes in the market.
9. Prepare the Construction Safety Phasing Plan (CSPP), in accordance with the requirement set forth in FAA AC 150/5370-2G, for review and approval by the FAA. Prepare a draft SPCD to be submitted by the Contractor for compliance with the CSPP. ADCI will follow the procedures outlined in FAA Office of Airports (ARP) Standard Operating Procedure (SOP) 1.0, FAA Evaluation of Sponsor's Construction Safety and Phasing Plans Funded by the AIP or PFC Programs. The Engineer's responsibilities for coordination of construction safety programs shall not extend to direct control over or charge of the acts or omissions of the Construction Contractor, its subcontractors, agents or employees of the Construction Contractor or its subcontractors, or any other persons performing work on the Project not directly employed by the Engineer.
10. Signage and Marking Plan Update. ADCI will prepare any necessary updates to the Signage and Marking Plan and submit them to the appropriate FAA office(s) for review / approval.



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11. Prepare and submit two (2) FAA Form 7460-1, Notice of Proposed Construction or Alteration, for the critical Construction Equipment and the Construction Safety and Phasing Plan (CSPP) to the FAA through OE/AAA for review and determination. A copy of the submittal will be provided to HGR and MAA-ORAA. ADCI will follow the procedures outlined in FAA Office of Airports (ARP) Standard Operating Procedure (SOP) 9.2, FAA Aeronautical Study, Coordination and Evaluation.

Bid Phase Services

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

1. Prepare ten (10) copies of the As-Bid documents for distribution to HGR, FAA, MAA and prospective bidders.
2. Schedule, prepare for, and conduct one (1) Pre-Bid Meeting between owner, engineer, 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.
3. Preparation of responses to bidder's questions and requests for clarifications.
4. Preparation of addenda as appropriate to interpret, clarify or expand the Bidding Documents and coordination with the Purchasing Department.
5. Preparation of bid tabulation, review of bids and recommendation for award to HGR and Washington County Purchasing.

Construction Phase

Project Management

ADCI will provide project management services to include issuance of conformed documents to the awarded contractor, proposal preparation, consultation with HGR, overall coordination of construction activities, coordination with HGR, MAA – ORAA, FAA – WADO, ATCT, and airport tenants, and project startup and closeout.



Mr. Neil Doran, C.M., ACE

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Construction Administration

Construction Administration includes:

- Preparation for and attendance at the Pre-Construction Conference, including preparation of minutes.
- Setup construction management software, Procore for use by the CMI team, Contractor, and his/her subcontractors, HGR, and others who may have a need to access the documents.
- Review and Processing of the Contractor's Submittals and Pay Requests.
- Review and Responses to Contractor's Requests for Information (RFIs).
- Preparation and Submission of the FAA Weekly Inspection Reports to FAA-WADO, MAA - ORAA and to your office. ADCI on-site staff will be responsible for daily correspondence with the Contractor, ATCT and HGR.
- Review and submittal of the sponsor approved Safety Plan Compliance Document (SPCD) to the FAA-WADO and MAA-ORAA.
- Preparation of design changes as required by differing field conditions and unforeseen items.
- Preparation and Coordination of project Change Orders through HGR, MAA - ORAA and FAA-WADO, as required. This will also include negotiations with the Contractor regarding price and schedule.
- Hold Weekly Progress Meetings. ADCI will prepare meeting minutes for all Progress/Coordination Meetings.
- Pre-Final Inspection and Preparation of Punch List.
- Final Inspection/Walk-Through and Project Acceptance.

Construction Management and Resident Engineering/Inspection

ADCI is proposing Mahesh Kukata, PE in the role of Construction Manager. A Senior Resident Electrical Inspector will be provided by ADCI to monitor the work.

ADCI will provide a full-time Senior Resident Electrical Inspector to inspect and monitor the Contractor's work on a daily/nightly basis for compliance with the Contract Documents. Inspection services are based on 8-hour contractor workdays, Monday through Friday, for an anticipated 10-week construction duration. The Senior Resident Electrical Inspector will be available two (2) weeks prior to construction start for contract initiation and two (2) weeks upon completion for contract closeout.

Record Drawings

After completion and acceptance of the project by HGR, ADCI will prepare record construction plans, based on Contractor-furnished redline markups to reflect any revisions to the project.



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Preparation of Requests for Reimbursement

ADCI will assist HGR in the preparation and submission of Requests for Reimbursement for all costs associated with the construction of the project. It is anticipated that reimbursement requests will be filed monthly. A total of four (4) reimbursement requests are anticipated.

Project Closeout

At the conclusion of the project, ADCI will submit the Final Engineer's Report, Tabulate Final Quantities, and complete all necessary documentation to close out the project grants. Two (2) copies of the record drawings will be provided to HGR. Electronic copies of the record drawings will be provided as well. Electronic files of the as-builts will be provided to MAA-ORAA and FAA-WADO.

C. ITEMS NOT INCLUDED

Items not included in this contract include:

1. Payment of any permit fees for the proposed improvements.
2. Preparation of environmental documentation for the proposed improvements (conducted previously).

D. COMPENSATION

For the Engineering Services described in Paragraph B above, we ask compensation to be on a lump-sum not-to-exceed basis for the design and bid phase and on a not-to-exceed cost-plus fixed fee basis for the construction phase. We estimate the costs of these services to be:

Design/Bid Phase Services:	\$107,180
<u>Construction Phase Services:</u>	<u>\$131,720</u>
Grand Total:	\$238,900

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

F. SCHEDULE

Assuming issuance of Notice-to-Proceed by the end of January 2023, ADCI anticipates completion of the design phase by mid-May 2023 and bids received by mid-June 2023.



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February 10, 2023

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Construction is anticipated to start as soon as contractor procures the long lead items and actual construction is anticipated to take approximately 10 weeks upon receipt of all materials.

E. AUTHORIZATION

ADCI will proceed with the design/bid phase of this project immediately upon receipt of the written Notice-to-Proceed by 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", is positioned above a horizontal line.

Mahesh S. Kukata, PE
Principal

Attachments

L:\Proposals\HGR\2023-HGR-1302 Runway 9-27 Lighting and Signage Replacement Design and Construction Phase Services\20230210 HGR Runway 9-27 Lighting and Signage Replacement Design and Construction R1.doc

TASK ORDER NO: 12
PROFESSIONAL SERVICES AGREEMENT: PUR-1450



PROJECT TITLE:	Runway 9-27 Lighting and Signage Replacement
AIRPORT:	Hagerstown Regional Airport – Richard A. Henson Field
PROJECT NO:	PUR-1450; TO #12; Purchase Order (PO): WASHCO30459
DATE OF ISSUANCE:	3/27/2023
ATTACHMENTS:	PO
METHOD OF PAYMENT:	Design/Bidding - Lump Sum Construction - Cost-Plus-A-Fixed-Fee (Not-To-Exceed); Not Authorized Yet
TASK ORDER AMOUNT:	Design/Bidding - \$ 107,180 Construction - \$ 131,720
PROJECT DESCRIPTION:	See the attached ADCI's Scope of Work and Price Proposal dated February 13, 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

Runway 9-27 Lighting and Signage Replacement
Hagerstown Regional Airport
Design and Bid Phase Services

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
Date Prepared: January 10, 2023
Total Budget Amount: \$107,180

Work Classification:	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CAD Designer	Total Hours by Task
Project Management						
Proposal Preparation		2				2
Design Review Meetings (3)		3	3			6
QA/QC Review of Submittals (3)		6				6
Preliminary Design						
Project Initiation and Coordination with HGR, ATCT, MAA and FAA	2	2	4			8
Project Kick-off Meeting		2	2	2		6
Conduct Site Visit		4	8	16	16	44
Record Document Collection and Review				4	4	8
30% Submittal						
Title Sheet				2	2	4
General Project Layout		2	2	2	4	10
Construction Safety and Phasing Plans	2	4	10	20	20	56
Electrical Demolition Plans	2	8	8	10	20	48
Electrical New Work Plans	2	10	10	20	40	82
Ductbank Plan		4	8	10	12	34
Airfield Signage Plans	2	8	10	20	40	80
Sign Schedule		2	2	8	8	20
Electrical Details (4)	2	8	8	20	40	78
Specifications	2	8	20	10		40
Design Report (including construction schedule)	2	4	4	8	8	26
Construction Cost Estimate	2	2	2			6
90% Submittal						
Incorporate HGR, ATCT, MAA and FAA Comments	4	12	20	40	40	116
Prepare and Submit Construction Safety and Phasing Plans (CSPP) to FAA	2	4	4			10

Runway 9-27 Lighting and Signage Replacement
Hagerstown Regional Airport
Construction Phase Services

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
Date Prepared: January 10, 2023
Total Budget Amount: \$131,720

Work Classification:	Construction Manager	Senior Engineer	Senior Resident Inspector	Project Engineer	CAD Designer	Total Hours by Task
Project Management						
Issuance of Conformed Documents		2		2	4	8
Proposal Preparation	2	1				3
Consultation with HGR	2	2				4
Overall Coordination of Construction Activities		2				2
Coordination with the HGR, ATCT, Tenants, FAA and MAA	2	10				12
Project Startup (includes RPR at 20 hours a week for 2 weeks)		2	40			42
Construction Administration						
Preparation for and Attendance at the Pre-Construction Conference	2	2		2		6
Setup Procore			4	4		8
Review and Processing of Contractor's Submittals and Pay Requests	2	4				6
Review and Responses to Contractor's Requests for Information (RFIs)	2	10		10		22
Preparation and Submission of FAA Weekly Inspection Reports	2	4				6
Preparation of Design Changes based on Unforeseen Items	2	2		4	4	12
WADO	2	4				6
Hold Weekly Progress Meetings and Prepare Meeting Minutes		4		12		16
Pre-Final Inspection, Preparation of Punch List and Punchlist Follow-Up	2	4	20			26
Final Inspection/Walk-Through and Project Acceptance	2	4	4			10

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Total Budget Amount: \$131,720

	Construction Manager	Senior Engineer	Senior Resident Inspector	Project Engineer	CAD Designer	Total Hours by Task
Construction Management and Resident Engineering/Inspection						
Construction Manager (10 weeks at 2 hours per/week)	20					20
Senior Resident Inspector (10 weeks at 45 hours/week)			450			450
Record Drawings						
Prepare Record Drawings and Provide (2) sets		2		4	8	14
Preparation of Requests for Reimbursement						
Requests for Reimbursements (3)	3					3
Project Closeout						
Submit Final Engineer's Report, Quantities, and Record Drawings	2	8		8	4	22
Grant Closeout	2	2				4
	49	69	518	46	20	702
Total Labor:						\$ 46,960
Overhead Cost (148.54%):						\$ 69,754
Subtotal:						\$ 116,714
Fixed Fee (12%):						\$ 14,006
Total with Overhead and Fixed Fee:						\$ 130,720
Total Direct Expenses:						\$ 1,000
Grand Total (Cost-Plus-A-Fixed-Fee (Not-To-Exceed (NTE)):						\$ 131,720



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

January 13, 2023

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

RE: Runway 9-27 Edge Lighting & Signage Replacement
Design, Bid and Construction Phase Services
Hagerstown Regional Airport
Independent Fee Estimate (IFE)

Dear Mr. Doran:

We are pleased to submit this proposal to render engineering services in connection with:

Preparation of an Independent Fee Estimate (IFE) for

**Runway 9-27 Lighting & Signage Replacement – Design, Bid & Construction Phase Services
At Hagerstown Regional Airport**

(hereinafter called the “Project”). Our Basic Services will consist of preparation of an IFE in accordance with the requirements of FAA AC 150/5100-14E. We ask you to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary conditions for the Project or special services you may require. Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder.

The Basic Services described herein shall be completed and the final IFE shall be submitted within ten days of the date of your acceptance of this proposal. If you should request any modifications or changes to the general scope or extent of the Project, the time allowed for performance of our services will be adjusted equitably.

In exchange for performance of our services, you agree to pay us for Basic Services a Lump Sum fee of the following:

Project	LS Fee
RW 9-27 Lighting & Signage Replacement – Design, Bid and Construction Phase Services	\$2,250

This proposal, together with the attached terms and conditions, constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or cancelled only by a written instrument signed by both parties.

If this proposal meets with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this Project. The proposal will remain open for acceptance until Tuesday, January 31, 2023 unless modified by us in writing.

Mr. Neil R. Doran, C.M., ACE

January 13, 2023

Page 2 of 2

Thank you for this opportunity. We look forward to working with you on this project. Should you have any questions, or require any additional information please call or email me any time, at (315) 243-7428 or jdolan@cscos.com.

Very truly yours,

C&S ENGINEERS, INC.



James Dolan

Managing Engineer – Aviation

Cc: D. Sweetland, C&S

Accepted this 13th day of January, 2023

By: 
(Signature)

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

(Typed Name: Authorizing Official)

EXHIBIT "A"

TERMS & CONDITIONS

(Study and Report Phase)

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in the letter part of this Agreement.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished

pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements, including study objectives and constraints, space, capacity, and performance requirements; flexibility and expendability; and any budgetary limitations.

C. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other existing data relative to the Project.

D. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

E. Furnish to Engineer, as Engineer requires for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01), the following:

1. data prepared by or services of others, including without limitation borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials and equipment;
2. appropriate professional interpretations of all of the foregoing;
3. environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;
4. property, boundary, easement, right-of-way, topographic and utility surveys;
5. property descriptions;
6. zoning, deed and other land use restriction; and
7. other special data or consultations not covered in Section 1.01; all of which Engineer may use and rely upon in performing services under this Agreement.

F. Owner shall arrange for safe access to and make all provisions for Engineer and its consultants to enter upon public and private property as required for Engineer to perform services under this agreement.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

EXHIBIT "A"
TERMS & CONDITIONS
(Study and Report Phase)

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers. Engineer may also rely upon publically available information that is ordinarily used by members of the subject profession.

B. Owner agrees that if Engineer is not employed to provide professional services during the Design, Bidding (if the work is put out for bids) or the Construction Phases of the Project, Engineer will not be responsible for, and Owner shall indemnify, hold Engineer (and Engineer's professional associates and consultants) harmless, and defend Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by Owner or others. Nothing contained in this paragraph shall be construed to release Engineer (or Engineer's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which Engineer has undertaken or assumed under this Agreement.

C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

D. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any

EXHIBIT "A"

TERMS & CONDITIONS

(Study and Report Phase)

order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.

F. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

G. Owner acknowledges that:

(i) Engineer is not recommending any action to Owner or other obligated person hereunder that would cause Consultant to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

(ii) Engineer does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to Owner or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

(iii) Owner or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that Owner or other obligated person deems appropriate before acting on this information or material.

9.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will

not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

10.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under Section 10.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 10.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

C. This Section 10.01 shall survive any termination or cancellation of this Agreement.

11.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, this Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.01 Notice

Any notice required by the terms of this Agreement to be given by one party to another shall be in writing, and shall be deemed to have been duly given (a) on the date of service, if served personally on the party to whom notice is to be given, or (b) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class certified mail, postage prepaid, return receipt requested, at the addresses and to the persons set forth in the letter part of this Agreement. Either party hereto may change its address for notice purposes by giving notice to the other party as prescribed by this paragraph 12.01. For purposes of this notice provision, failure or refusal to accept receipt of notice shall constitute notice nonetheless.

13.01 Insurance

A. The following types and amounts of insurance shall be procured and maintained by the Engineer throughout the duration of the Project:

EXHIBIT "A"
TERMS & CONDITIONS
(Study and Report Phase)

a. **Worker's Compensation Insurance** in the amounts required by law to provide protection for employees of the Engineer in the event of job-related injuries.

b. **Comprehensive General Liability Insurance, including broad form and contractual liability endorsement**, having a limit of \$1,000,000 per occurrence and \$1,000,000 Aggregate for personal injury and property damage.

c. **Automobile Liability Insurance** having a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.

d. **Professional Liability or Errors and Omissions Insurance** having limits of \$1,000,000 per claim and \$1,000,000 aggregate liability.

Owner shall be named as additional insured with respect to the coverages set forth in (b) and (c) above, on a primary & non-contributory basis.

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. Runway 9-27 Edge Lighting & Signage Replacement – C&S Companies**



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

January 16, 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)
Runway 9-27 Edge Lighting and Signage Replacement
Design, Bid and Construction Phase Services

File: 405.A02.297

Dear Mr. Doran:

We have completed the Independent Fee Estimate (IFE) for the Runway 9-27 Edge Lighting and Signage Replacement – Design, Bid and Construction Phase Services Project at the Hagerstown Regional Airport (HGR). The independent fee estimate has been completed in two parts:

Design and Bid Phase Services:	\$337,500.
Construction Phase Services:	\$339,900
Total Independent Fee Estimate:	\$677,400

The fee estimate is based upon the scope of work received via email from your office on Thursday, January 12, 2023. It is our opinion that a reasonable total fee for all services for this work is in the range from \$609,660 to \$745,140.

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'.

James Dolan
Managing Engineer – Aviation

Attachments

Runway 9-27 Lighting and Signage Replacement
Hagerstown Regional Airport
Design and Bid Phase Services

Multipliers	
Overhead:	175.00%
Profit:	15.00%

Firm Name: **ADCI: Independent Fee Estimate (IFE)**
Date Prepared: January 16, 2023
Total Budget Amount: \$337,500

Work Classification:	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CAD Designer	Total Hours by Task	Total Loaded Labor Cost	Total Direct Expenses
Direct labor cost:	\$ 75.00	\$ 80.00	\$ 70.00	\$ 62.00	\$ 44.80			

Project Management

Proposal Preparation	4	8				12	\$ 940	
Design Review Meetings (3) <i>(Assumed in-person meetings)</i>	16	16				32	\$ 2,480	\$ 580
QA/QC Review of Submittals (3)		24				24	\$ 1,920	

Preliminary Design

Project Initiation and Coordination with HGR, ATCT, MAA and FAA	24	16				40	\$ 3,080	
Project Kick-off Meeting	8	8		8		24	\$ 1,736	\$ 238
Conduct Site Visit		2	16	16		34	\$ 2,272	\$ 387
Record Document Collection and Review		2		8	8	18	\$ 1,014	\$ 150

30% Submittal

Title Sheet			2		4	6	\$ 319	
General Project Layout	4	4	8	16	16	48	\$ 2,889	
Construction Safety and Phasing Plans	2	4	8	48	80	142	\$ 7,590	
Electrical Demolition Plans	4	8	8	40	24	84	\$ 5,055	
Electrical New Work Plans	8	16	48	80	80	232	\$ 13,784	
Ductbank Plan	2	8	16	40	48	114	\$ 6,540	
Airfield Signage Plans	8	40	24	80	96	248	\$ 14,741	
Sign Schedule	4	8		24	24	60	\$ 3,503	
Electrical Details (4)		4	16	24	24	68	\$ 4,003	
Specifications	2	4	16	40		62	\$ 4,070	
Design Report (including construction schedule)	4	4	16	24	8	56	\$ 3,586	
Construction Cost Estimate	6	4	24	24	16	74	\$ 4,655	

90% Submittal

Incorporate HGR, ATCT, MAA and FAA Comments	4	4		24	24	56	\$ 3,183	
Prepare and Submit Construction Safety and Phasing Plans (CSPP) to FAA							\$ -	

Runway 9-27 Lighting and Signage Replacement
Hagerstown Regional Airport
Design and Bid Phase Services

Multipliers	
Overhead:	175.00%
Profit:	15.00%

Firm Name: **ADCI: Independent Fee Estimate (IFE)**
Date Prepared: January 16, 2023
Total Budget Amount: \$337,500

Work Classification:	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CAD Designer	Total Hours by Task	Total Loaded Labor Cost	Total Direct Expenses
Direct labor cost:	\$ 75.00	\$ 80.00	\$ 70.00	\$ 62.00	\$ 44.80			
100% Submittal								
Incorporate HGR, ATCT, MAA and FAA Comments	4	4		24	24	56	\$ 3,183	
Submit 100%/Bid Documents (6 Sets)				8	8	16	\$ 854	\$ -
Bid Phase Services								
Prepare for, Conduct, and Prepare Minutes from the Pre-bid Meeting			16		24	8	\$ 2,195	\$ 200
Prepare Response to Bidders Questions and Addenda as Appropriate	8	8	8	40	8	8	\$ 4,638	
Attend the Bid Opening				8		8	\$ 496	\$ 139
Prepare Bid Tabulation and Analyze Bids			8	16		24	\$ 1,552	
Prepare Recommendation for Contract Award	2		4			6	\$ 430	
Prepare Conformed Drawings and Provide (3) Sets	4		4		16	24	\$ 1,297	\$ -
Grant Administration								
Prepare Grant Application	8			24		32	\$ 2,088	
Requests for Reimbursements	8			24		32	\$ 2,088	
	134	196	242	640	532	1648		
Total Labor:							\$ 106,184	
Overhead Cost (X%):							\$ 185,821	
Subtotal:							\$ 292,005	
Fixed Fee (X%):							\$ 43,801	
Total with Overhead and Fixed Fee:							\$ 335,806	
Total Direct Expenses:							\$ 1,694	
Grand Total (Cost-Plus-A-Fixed-Fee (Not-To-Exceed (NTE)):							\$ 337,500	

Runway 9-27 Lighting and Signage Replacement
Hagerstown Regional Airport
Construction Phase Services

Multipliers	
Overhead:	175.00%
Profit:	15.00%

Firm Name: **ADCI: Independent Fee Estimate (IFE)**
Date Prepared: January 16, 2023
Total Budget Amount: \$339,900

Work Classification:	Construction Manager	Senior Engineer	Senior Resident Inspector	Project Engineer	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
Direct labor cost:	\$ 75.00	\$ 80.00	\$ 64.40	\$ 70.00	\$ 44.80			

Project Management

Issuance of Conformed Documents (Duplicate Task from Design/Bid Phase?)		2			8	10	\$ 518	
Proposal Preparation	4	8				12	\$ 940	
Consultation with HGR	56		40			96	\$ 6,776	
Overall Coordination of Construction Activities	80					80	\$ 6,000	
Coordination with the HGR, ATCT, Tenants, FAA and MAA	24		40			64	\$ 4,376	
Project Startup (includes RPR at 20 hours a week for 2 weeks)	8		40			48	\$ 3,176	

Construction Administration

Preparation for and Attendance at the Pre-Construction Conference	8	8	8	4	4	32	\$ 2,214	\$ 144
Setup Procure	4			16		20	\$ 1,420	\$ -
Review and Processing of Contractor's Submittals and Pay Requests			16	64		80	\$ 5,510	
Review and Responses to Contractor's Requests for Information (RFIs)	8	4	40	40	24	116	\$ 7,371	
Preparation and Submission of FAA Weekly Inspection Reports			20			20	\$ 1,288	
Preparation of Design Changes based on Unforeseen Items	4	24	8	24	24	84	\$ 5,490	
Preparation and Coordination of Change Orders with HGR and FAA-WADO	24	12	24			60	\$ 4,306	
Hold Weekly Progress Meetings and Prepare Meeting Minutes	40			40	16	96	\$ 6,517	
Pre-Final Inspection, Preparation of Punch List and Punchlist Follow-Up	8	8		8		24	\$ 1,800	\$ 210
Final Inspection/Walk-Through and Project Acceptance	8	8		8		24	\$ 1,800	\$ 210

Runway 9-27 Lighting and Signage Replacement
Hagerstown Regional Airport
Construction Phase Services

Multipliers	
Overhead:	175.00%
Profit:	15.00%

Firm Name: **ADCI: Independent Fee Estimate (IFE)**
Date Prepared: January 16, 2023
Total Budget Amount: \$339,900

Work Classification:	Construction Manager	Senior Engineer	Senior Resident Inspector	Project Engineer	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
Direct labor cost:	\$ 75.00	\$ 80.00	\$ 64.40	\$ 70.00	\$ 44.80			
Construction Management and Resident Engineering/Inspection								
Construction Manager (10 weeks at 2 hours per/week)	20					20	\$ 1,500	
Senior Resident Inspector (10 weeks at 45 hours/week)			450			450	\$ 28,980	
Record Drawings								
Prepare Record Drawings and Provide (2) sets	8		16		80	104	\$ 5,214	
Preparation of Requests for Reimbursement								
Requests for Reimbursements (3)	8		16			24	\$ 1,630	
Project Closeout								
Submit Final Engineer's Report, Quantities, and Record Drawings							\$ -	
Grant Closeout (^Record Drawings is a duplicate task to "Record Drawings" above)	8	24	80	40		152	\$ 10,472	
	320	98	798	244	156	1616		
						Total Labor:	\$ 107,300	
						Overhead Cost (X%):	\$ 187,775	
						Subtotal:	\$ 295,075	
						Fixed Fee (X%):	\$ 44,261	
						Total with Overhead and Fixed Fee:	\$ 339,336	
						Total Direct Expenses:	\$ 564	
						Grand Total (Cost-Plus-A-Fixed-Fee (Not-To-Exceed (NTE)):	\$ 339,900	

EXHIBIT A (AIRPORT PROPERTY MAP)

(The current Exhibit A is on File with FAA WADO and is not attached to this Application Package.)



November 6, 2023

Mr. Ashish Solanki, A.A.E.
Director
Maryland Aviation Administration
Office of Regional Aviation Assistance
991 Corporate Boulevard, Suite 130
Linthicum, MD 21090

Sent electronically to: asolanki@bwiairport.com

Re: Application for State Assistance
Runway 9-27 Edge Lighting and Signage Replacement
Design, Bid, and Construction Phase Services
Hagerstown Regional Airport
FAA AIG No. 3-24-0019-069-2024

Dear Mr. Solanki:

It is with pleasure and great anticipation that the Board of County Commissioners of Washington County, Maryland is submitting the grant funding request for the referenced project at Hagerstown Regional Airport.

Background and Description of the Project:

This grant request is for the design, bidding and construction phases of a project for the complete removal and replacement of the existing incandescent edge lighting and signage systems with new LED fixtures. The Project will revise the airfield signage to meet the requirements of the approved Airport Signage and Marking Plan. The existing can and conduit system is being reused; however, new circuits will be installed to power the new fixtures and signs. The existing regulator for this circuit is being replaced in the existing airfield electrical vault as part of this Project to accommodate the more efficient fixtures.

This project is on the Approved ALP dated September 2020. This Project is in accordance with the Airport Signage and Marking Plan approved by the FAA on August 21, 2023.

A NEPA Categorical Exclusion (CATX) was approved for this Project by the FAA on March 21, 2023.

Benefits Anticipated:

The current edge light fixtures and signs were installed over 20 years ago and have reached their useful life. The Project is required to maintain existing capacity and safety for the traveling public.

Project Schedule:

- Anticipated Construction NTP: February 2024
- Anticipated Final Inspection: September 2024
- Anticipated Contract/Grant Closeout: December 2024

Project Funding Summary:

Item Description	Cost
Global Electrical Services, Inc. - Construction	\$500,960.00
Airport Design Consultants Inc - Design, Bidding and Construction Phase Services	\$238,900.00
Admin Costs	\$10,000.00
C&S Engineers - Independent Fee Estimate	\$2,250.00
Grand Total:	\$752,110.00
FAA (90%):	\$676,899.00
MAA (5% of Construction Cost):	\$25,048.00
HGR:	\$50,163.00

MAA Share of the eligible costs is \$25,048.00, which is 5% of the construction cost. MAA share will account for 3.33% of the overall project costs. A full copy of the FAA grant application package is attached.

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 MAA 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 or Mahesh Kukata, PE, ADCI at (410) 300-6379 or mkukata@adci-corp.com. Thank you for the support of our airport!

Sincerely,



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

Attachments

1. FAA Grant Application Package

cc: Mr. Sean Hammer, MAA
Mr. Mahesh Kukata, PE, ADCI

Questions?
Please contact
Grant Office
240-313-2040

Print Form

Washington County, Maryland Grant Submission Form

Please fill out and save electronically in local County share drive for review by the Office of Grant Management for appropriate approvals prior to grant submission. Outside entities should submit via e-mail to: sbuchanan@washco-md.net
Please be sure to save the form by the grant name in the W:\Grant Management Documents and Forms\Grant Submission Forms \Open GSF folder. **Do not overwrite the Master Form**

Section 1: General Information

☐ Amended GSF (Click here if this is an amendment to the original GSF)

Contact Person for Grant E-mail

Department or Agency Telephone

Grantor Grant Funding Requested

Grant Submission Deadline Funding Source: ☒ Federal Grant ☒ State Grant ☐ Other

Grant Start Date Grant End Date CFDA#, if Federal

Grant Description: Briefly summarize the overall purpose/objective of the grant and indicate how this grant will contribute to the needs and goals of the Department and County.

The Hagerstown Regional Airport intends to apply for grant funding from the Federal Aviation Administration and Maryland Aviation Administration for a project to replace Runway 09-27's older, obsolete incandescent airfield edge lights and signs with modern, LED appliances. Funding breakdown is 90% federal, 3.3% MAA (state) and 6.67% local airport funds. Local funds are available in the Airport's CIP account.

Section 2: Budget Information

Project / Program Revenue

A. Grant Award Anticipated

B. Required Cash Match

C. Other Revenue Sources

Total Project Revenue
(A+B+C)

Project / Program Expenses

A. Wages and Benefits

B. Operational Expenses

C. Capital Expenses

Total Project Expense
(A+B+C)

Will the grant funded project, program or purchase result in additional & recurring department operating expenses? ☐ Yes ☒ No

Will the grant include funding for pay incentives or bonuses resulting in additional tax expense for County? ☐ Yes ☒ No

If Yes, indicate the annual amount and identify the funding source that will be used to pay for the increased expenses.

Section 3: Grant Continuation Plan

Grant Award Period: ☒ 1 year period ☐ Multiple year period ☐ Annual Renewals

Provide a continuation plan if grant funding is expected to end and recurring expenses will continue.

Section 4: Grant Approval Signatures

Please sign electronically appropriate areas. All areas may not apply. Your signature indicates a full understanding of the program information provided and intent to implement the project according to all program guidelines, assurances and certifications.

Department Head

Neil R. Doran

Digitally signed by Neil R. Doran
Date: 2023.11.06 15:35:41 -05'00'

Date

11/6/2023

Division Director

Andrew Eshleman

Digitally signed by Andrew Eshleman
Date: 2023.11.07 08:39:16 -05'00'

Date

Agency (Sub-Grantee)

Date

Grants Office

Date

Office of Budget and Finance

Date

County Commissioners > \$25,000

Date

Section 5: Final Award (Office of Community Grant Management Only)

Grantor Approval Date

Final Actual Award

Grants Office Approval

Date

Comments, if any:



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1635) Hagerstown Regional Airport 9-27 Edge Lighting Signage Replacement

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Brandi Naugle, CPPO, Buyer; Neil Doran, Director, Hagerstown Regional Airport

RECOMMENDED MOTION: Move to award the Hagerstown Regional Airport 9-27 Edge Lighting Signage Replacement project at the Hagerstown Regional Airport to the responsive, responsible bidder, Global Electrical Services, Inc. of Frenchtown, NJ who submitted the lowest sum total of A in the amount of \$469,960 and the lowest sum total of B in the amount of \$31,000; total sum for both A and B, \$500,960 and contingent upon the grant funding by MAA and by the Federal Aviation Administration (FAA) and contingent upon the County Attorney's Office approval of the contract *Agreement*.

REPORT-IN-BRIEF: Runway 9-27 is the Primary Air Carrier Runway at Hagerstown Regional Airport (HGR), and it is 7000' long by 150' wide. This project focuses on replacing the runway edge lighting and guidance sign systems associated with the runway. The intent is to remove and replace the L-824 cabling within the conduit infrastructure supporting these systems and to install new LED L-861 elevated edge lights and L-858 guidance signs in existing locations. Select signs require updated legends per FAA PART 139 requirements and the approved Airport Signage and Marking Plan. Home run cabling for the affected circuit(s) will travel back to the airfield lighting vault. The new cabling will utilize existing conduit and duct banks, and a new constant current regulator will be installed in the existing airfield electrical vault.

The project is to be substantially completed within seventy-five (75) consecutive calendar days from the date of "Notice to Proceed"/issuance of purchase order. The County can assess liquidated damages in the sum of two thousand five hundred dollars (\$2,500.00) for each consecutive day that the project is not completed.

The Invitation to Bid (ITB) was advertised in the local newspaper, listed on the State's "*eMaryland Marketplace Advantage*" and on the County's website. Twenty (20) persons/companies registered/downloaded the bid document online. Three (3) companies were represented at the Pre-Bid Conference/Teleconference; two (2) bids were received as indicated on the attached bid tabulation.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the department's Capital Improvement Plan account (515000-35-45010-RUN020) in the amount of \$1,059,200. FAA anticipated funding is 90%, Maryland Aviation Administration (MAA) 5%, and 5% local (County) funding.

CONCURRENCES: Public Works Division Director; Airport Consultant – ADCI, Maryland Aviation Administration (MAA).

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

Hagerstown Regional Airport Runway 9-27 Edge Lighting Signage Replacement

Item No.	Description	Unit	Approx. Qty.	Callas Contractors, LLC Hagerstown, MD		Global Electrical Services, Inc. Frenchtown, NJ	
				Unit Price	Total Price	Unit Price	Total Price
L-100-5.1	Site Locating and Duct Tracing	ALL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
L-108-5.1	1-1/C No. 8 AWG, 5KV, L-824C Cable in Conduit, Installed Complete in Place	LF	28,500	\$6.10	\$173,850.00	\$3.49	\$99,465.00
L-108-5.2	Demolition of Cable in Conduit to Remain, per Conduit Length	LF	28,500	\$1.00	\$28,500.00	\$0.80	\$22,800.00
L-109-7.1	Remove 30KW Constant Current Regulator and Associated Equipment and Install 20KW, 5-Step, 240V, L-829 Constant Current Regulator and all Associated Incoming Power and Communication Appurtenances	EA	1	\$48,600.00	\$48,600.00	\$27,000.00	\$27,000.00
L-125-5.1	L-862(L) Runway Elevated Edge Light Fixture on Existing Light Base, with Transformer and Accessories, Installed Complete in Place	EA	64	\$2,555.00	\$163,520.00	\$860.00	\$55,040.00
L-125-5.2	L-862E(L) Runway Threshold/End Light on Existing Light Base, with Transformer and Accessories, Installed Complete in Place	EA	16	\$2,800.00	\$44,800.00	\$890.00	\$14,240.00
L-125-5.3	L-850C(L) Runway In-Pavement Edge Light Fixture on Existing Light Base, with Transformer and Accessories, Installed Complete in Place	EA	5	\$4,260.00	\$21,300.00	\$1,590.00	\$7,950.00
L-125-5.4	1 Module – Size 1, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place	EA	10	\$4,500.00	\$45,000.00	\$2,150.00	\$21,500.00
L-125-5.5	2 Module – Size 1, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place	EA	13	\$5,730.00	\$74,490.00	\$3,150.00	\$40,950.00

Hagerstown Regional Airport Runway 9-27 Edge Lighting Signage Replacement

				Callas Contractors, LLC Hagerstown, MD		Global Electrical Services, Inc. Frenchtown, NJ	
Item No.	Description	Unit	Approx. Qty.	Unit Price	Total Price	Unit Price	Total Price
L-125-5.6	3 Module – Size 1, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place	EA	13	\$7,170.00	\$93,210.00	\$3,900.00	\$50,700.00
L-125-5.7	4 Module – Size 1, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place	EA	2	\$8,750.00	\$17,500.00	\$4,100.00	\$8,200.00
L-125-5.8	1 Module – Size 4, Style 3, Class 1, Mode 2, L-858(L) Airfield Guidance Sign on Existing Foundation, with Transformer and Accessories, Installed, Complete in Place	EA	6	\$7,900.00	\$47,400.00	\$4,100.00	\$24,600.00
L-125-5.9	Relocate 2 Module L-858(L) Airfield Guidance Sign on Existing Foundation, Furnish and Install Transformer and Accessories, Installed, Complete in Place	EA	2	\$2,700.00	\$5,400.00	\$750.00	\$1,500.00
L-125-5.10	Remove and Replace all Existing Sign Panels within Existing Sign Housing	EA	4	\$2,675.00	\$10,700.00	\$900.00	\$3,600.00
L-125-5.11	Install 12” Diameter 36” Deep Reinforced Concrete Pier for Sign Foundation Extension and 6” Deep Washed Stone Maintenance Pad, Complete in Place	EA	12	\$5,500.00	\$66,000.00	\$1,100.00	\$13,200.00
L-125-5.12	Remove Airfield Guidance Sign, Demolish Transformer and Accessories, Foundation to Remain	EA	46	\$1,600.00	\$73,600.00	\$590.00	\$27,140.00
L-125-5.13	Remove Light Fixture, Demolish Transformer and Accessories	EA	85	\$210.00	\$17,850.00	\$295.00	\$25,075.00
L-125-5.14	Temporary Airfield Lighting During Construction	ALL	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Sub Total A: Sum Total of Base Bid Items L-100-5.1 through L-125-5.14				\$958,720.00		\$469,960.00	

*Corrected Calculations based on Unit Pricing

Hagerstown Regional Airport Runway 9-27 Edge Lighting Signage Replacement

				Callas Contractors, LLC Hagerstown, MD		Global Electrical Services, Inc. Frenchtown, NJ	
Item No.	Description	Unit	Approx. Qty.	Unit Price	Total Price	Unit Price	Total Price
M-100-4.1	Maintenance and Protection of Traffic (shall not exceed 10% of total Contract Bid amount)	LS	1	\$106,000.00	\$106,000.00	\$10,000.00	\$10,000.00
C-105-6.1	Mobilization (shall not exceed 5% of total Contract Bid amount)	LS	1	\$46,000.00	\$46,000.00	\$21,000.00	\$21,000.00
Sub Total B: Sum Total of Base Bid Items L-100-4.1 through C-105-6.1				\$152,000.00		\$31,000.00	

*Corrected Calculations based on Unit Pricing



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1638) Lease and Supplying of Golf Carts for Washington County's Black Rock Golf Course and the Washington County Parks Department

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer; Andrew Eshleman, P.E., Director, Division of Public Works

RECOMMENDED MOTION: Move to award the contract for the Leasing and Supplying of Golf Carts for the Black Rock Golf Course and the County Parks department to the lowest responsive, responsible low bidder, Capitol Golf Cars & Utility Vehicles, LLC of Frederick, Md based on Option No. 1 (6-year lease) for seventy-two (72) new rental carts and one (1) heavy duty cart for the Black Rock Golf Course for a total amount of \$89,736.88 per year for a total 6-year cost of \$538,421.28 and Alternate No. 1 (6 year lease) seventy-three (73) fold down windshields at an annual amount of \$2,937.60 per year for a total 6-year cost of \$17,625.60 and for Option No. 2 (6-year lease) for four (4) new rental at the total amount of \$5,726.40 per year for a total 6 year cost of \$34,358.40 and Alternate No. 2 (6 year lease) for four (4) fold down windshields at an annual amount of \$163.20 per year for a total 6 year cost of \$979.20; for a grand total for all carts if \$591,384.48 and this award is contingent upon final approval of the lease documents by the County Attorney's Office.

REPORT-IN-BRIEF: The recommended award option is for the leasing and supplying of seventy-two (72) new rental golf carts, and one (1) new heavy-duty range cart, for use at the Washington Cuntly Black Rock Golf Course and four (4) new rental golf carts for the use at the Washington County Parks Department and for fold-down windshields to be installed in each with a requirement of the exchange for new carts at the end of three (3) years. This recommended option also includes a service agreement of (a) weekly maintenance, (b) winter-time service of the fleet, and (c) 24-hour emergency service. At the end of the 6-year lease, the golf carts are returned to the vendor. Should the County wish to own the carts at the end of a lease, it would need to pay fair-market value to purchase the carts as well as purchase an additional maintenance service agreement. However, due to wear and tear on the golf carts, the Black Rock Board originally decided to replace its carts every three (3) years.

Notice of the Invitation to Bid (ITB) was advertised in the local newspaper, on the County's website, and on the State of Maryland's website, "*e-Maryland Marketplace Advantage*." Bids were received on September 20, 2023. Fifteen (15) persons/companies registered/downloaded the bid document online, and as indicated on the bid tabulation matrix, three (3) bids were received. One (1) bid was deemed to be non-responsive due to the requirements of the bid not being met.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in various departmental budgets: Black Rock Golf Course - 535055-46-46020 in the amount of \$63,510 for seventy-three (73) carts. Funding for the additional four (4) carts shall be split between Public Works – 526000-10-11910 in the amount of \$2,944.80 and Recreation – 584040-10-12200 in the amount of \$2,944.80.

CONCURRENCES: NA

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

Lease and Supplying of Golf Carts for Washington County's Black Rock Golf Course

Option No. 1: Lease of Seventy-Two (72) new Rental Carts and One (1) Heavy-Duty Range Cart (6 year lease)	Capitol Golf Cars & Utility Vehicles, LLC Frederick, MD	E-Z-Go Division of Textron Inc. Augusta, GA	Golf Car Specialties, LLC Pottstown, Pa
Interest Rate	7.99%	7.75%	6.8% *
Total Annual Lease Amount of Eight (8) Payments	\$89,736.88	\$107,809.92	\$102,543.04
Total Lease Cost Over Six-Year Period	\$538,421.28	\$323,429.76	\$615,258.24
<i>Alternate No. 1: (Seventy-Two (72) Fold-down Windshields) ADDITIONAL AMOUNT to be added to Option No. 1</i>	Capitol Golf Cars & Utility Vehicles, LLC Frederick, MD	E-Z-Go Division of Textron Inc. Augusta, GA	Golf Car Specialties, LLC Pottstown, Pa
Total Annual Lease Amount of Eight (8) Payments	\$2,937.60	\$0.00	\$0.00
Total Lease Cost Over Six-Year Period	\$17,625.60	\$0.00	\$0.00
Option No. 2: Lease of Four (4) new Rental Carts (6 year lease)	Capitol Golf Cars & Utility Vehicles, LLC Frederick, MD	E-Z-Go Division of Textron Inc. Augusta, GA	Golf Car Specialties, LLC Pottstown, Pa
Interest Rate	7.99%	7.75%	6.08%
Total Annual Lease Amount of Eight (8) Payments	\$5,726.40	\$6,032.64	\$6,122.88
Total Lease Cost Over Six-Year Period	\$34,358.40	\$18,097.92	\$36,737.28
<i>Alternate No. 2: (Four (4) Fold-down Windshields) ADDITIONAL AMOUNT to be added to Option No. 2</i>	Capitol Golf Cars & Utility Vehicles, LLC Frederick, MD	E-Z-Go Division of Textron Inc. Augusta, GA	Golf Car Specialties, LLC Pottstown, Pa
Total Annual Lease Amount of Eight (8) Payments	\$163.20	\$0.00	\$0.00
Total Lease Cost Over Six-Year Period	\$979.20	\$0.00	\$0.00

*Corrected Calculations based on Unit Pricing

Remarks/Exceptions:

E-Z-Go - Non-Responsive / Changed Option 1 and Option 2 both from 6-Year Lease to Straight 3 year Lease

Golf Car Specialties

Option 1: Yamaha Golf Car supplied to be: 2024 Yamaha Drive 2-EFI Gas-72 total

Range Cart: Yamaha 2024 UMAX2-EFI-Gas w cage

Option 2: Yamaha Golf Car supplied to be: 2024 Yamaha Drive 2-EFI Gas with thermoplastic utility beds installed

Cargo box beds



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1642) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries under four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids.

1. Contract for **gasoline tank-wagon deliveries** to **A. C. & T. Company, Inc of Hagerstown, MD** at the unit bidder factor prices as stated in its bid dated October 31, 2023.
2. Contract for **gasoline transport deliveries** to **Petroleum Traders Corporation of Fort Wayne, IN.** at the unit bidder factor prices as stated in its bid dated October 30, 2023.
3. Contract for **diesel tank-wagon deliveries** to **A. C. & T. Company, Inc of Hagerstown, MD** at the unit bidder factor prices stated in its bid dated October 31, 2023.
4. Contract for **diesel transport deliveries** to **Petroleum Traders Corporation of Fort Wayne, IN.** at the unit bidder factor prices stated in its bid dated October 30, 2023.

REPORT-IN-BRIEF: The following tabulations listed below were made from the bids received on November 1, 2023, based on estimated quantities for the contract period that is tentatively to begin on December 1, 2023, and end on November 30, 2024. The contracts are for a one (1) year term with no option to renew. These are requirements contracts and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA "*eMaryland Marketplace Advantage*" website, on the County's website, and in the local newspaper. Thirty (30) persons/companies registered/downloaded the bid document online and four (4) bids were received, and one (1) bid was received after the deadline which was deemed non-responsive. The bids were evaluated based on the Oil Price Information Service (OPIS) pricing index publication and the bidder's bid factor; bids were submitted as follows:

GASOLINE: *(multiple contract award)*

<u>Vendor</u>	<u>Transport Loads Total Bid</u>	<u>Tank-wagon Loads Total Bid</u>
A, C & T Co., Inc. Hagerstown, MD	\$966,337.40	\$ 232,994.67
Mansfield Oil Company Gainesville, GA	\$977,762.00	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$940,857.20	NO BID
Original One, LLC Baltimore, MD NON-RESPONSIVE	\$984,579.90	NO BID

DIESEL: *(multiple contract award)*

<u>Vendor</u>	<u>Transport Loads Total Bid</u>	<u>Tank-wagon Loads Total Bid</u>
A, C & T Co., Inc. Hagerstown, MD	\$2,471,346.80	\$216,935.62
Mansfield Oil Company Gainesville, GA	\$2,453,371.80	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$ 2,450,136.30	NO BID
Original One, LLC Baltimore, MD NON-RESPONSIVE	\$2,600,766.80	NO BID

DISCUSSION: The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

FISCAL IMPACT: Funds are available in various departmental operating budgets for fuels.

CONCURRENCES: N/A

ATTACHMENTS: The complete Bid Tabulation may be viewed online at: <https://www.washco-md.net/wp-content/uploads/purch-pur-1642-bid-tab-II.pdf>



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1643) Swimming Pool and Water/Wastewater Treatment Chemicals

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Brandi Naugle, CPPO, Buyer – Purchasing Department; Davina Yutzy, Deputy Director of Water Quality Operations Division of Environmental Management; Mark Bradshaw, Division Director of Environmental Management.

RECOMMENDED MOTION: Move to award the bids for Swimming Pool and Water/Wastewater Treatment Chemicals to the responsive, responsible bidders with the lowest bids for each item. The award of Item No. 34 is contingent upon the receipt and acceptance of the additional information requested from the vendor.

Product/ (Estimated Annual Usage)	<u>Vendor</u>	<u>Unit Price</u>	<u>Unit of Measure</u>
Item #9B – Sulfuric Acid 93%-95% (330 Gallons)	Univar Solutions USA, Inc. Morrisville, PA	\$6.97/gal.	55-Gallon Drum
Item #10 - Sodium Hypochlorite (5,500 Gallons)	Univar Solutions USA, Inc. Morrisville, PA	\$5.08/gal.	55-Gallon Drum
Item #11 – Potassium Permanganate (52,000 Pounds)	Univar Solutions USA, Inc. Morrisville, PA	\$4.83/lb.	55-Pound Pail
Item #12 – Caustic Soda (Sodium Hydroxide) (6,050 Gallons)	Brenntag Northeast LLC Reading, PA	\$2.8675/gal.	55-Gallon Drum
Item #13A – Hydrofluosilic Acid (H ₂ SiF ₆) (75 Gallons)	Univar Solutions USA, Inc. Morrisville, PA	\$12.00/gal.	15-Gallon Pail
Item #13B – Hydrofluosilic Acid (H ₂ SiF ₆) (165 Gallons)	Univar Solutions USA, Inc. Morrisville, PA	\$5.50/gal.	55-Gallon Drum

Product/ (Estimated Annual Usage)	<u>Vendor</u>	<u>Unit Price</u>	<u>Unit of Measure</u>
Item #14 – DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (144,000 Pounds)	Kemira Water Solutions, Inc. Lawrence, KS	\$0.25/lb.	Bulk Pounds
Item #16 – Sodium Hypochlorite (2,585 gallons)	Univar Solutions USA, Inc. Morrisville, PA	\$5.08/gal.	55-Gallon Drum
Item #17 – Cyanuric Acid (100-200 pounds)	NO BID	\$/lb.	Pound
Item #18 – Calcium Chloride (500 – 600 pounds)	NO BID	\$/lb.	50-Pound Container
Item #19 – Muriatic Acid (20-40 Pounds)	NO BID	\$/lb.	Pound
Item #21 – DelPAC 2020 (Polyaluminum Hydroxychlorosulfate Solution) (3,080 Gallons)	Univar Solutions USA, Inc. Morrisville, PA	\$4.75/gal	55-Gallon Drums
Item #26 – Bacterial Enzymatic Powder (1,500 pounds)	Maryland Chemical Company, Inc. Baltimore, MD	\$9.00/lb.	50-Pound Containers
Item #29 – DelPAC 2000 (Aluminum Chloride Hydroxide Sulfate) (220 gallons)	Univar Solutions USA, Inc. Morrisville, PA	\$5.62/gal.	55-Gallon Drum
Item #30 – Liquid Aluminum Sulfate (10,000 gallons)	Univar Solutions USA, Inc. Morrisville, PA	\$2.10/gal.	Gallon Bulk
Item #31 - MicroC 2000 (11,520 gallons)	George S. Coyne Chemic Co, Inc. Croydon, PA	\$4.20/gal.	240-Gallon Totes

Product/ (Estimated Annual Usage)	<u>Vendor</u>	<u>Unit Price</u>	<u>Unit of Measure</u>
*Item #34 – Magnetite (210,000 pounds) CONTINGENT	Chemrite, Inc. Buford, GA	\$.69/lb.	Pound Bulk

REPORT-IN-BRIEF: The County accepted bids on November 1, 2023, for the swimming pool and water/wastewater treatment chemical requirements for County departments as well as for the City of Hagerstown and the Town of Boonsboro. The Invitation to Bid was advertised on the State of Maryland’s eMMA “*eMaryland Marketplace Advantage*” website, on the County’s website, and in the local newspaper. Forty (40) persons/companies registered/downloaded the bid, and fourteen (14) bids were received, two of which were deemed non-responsive due to not submitting their bids on the correct forms.

The term of this contract is for a one (1) year period tentatively beginning December 1, 2023, and ending November 30, 2024, with no options for renewal. The above recommendations are for the County’s requirements only; the City of Hagerstown and the Town of Boonsboro shall make their awards independently from the County. The County guarantees neither a minimum/maximum quantity of chemicals to be purchased under this contract.

DISCUSSION: N/A

FISCAL IMPACT: Funds are available in various accounts for chemicals for the Department of Water Quality Facilities and the Parks and Recreation Department.

CONCURRENCES: County using departments.

ALTERNATIVES: N/A

ATTACHMENTS: The complete Bid Tabulation may be viewed online purch-pur-1643-bid-tab-II.pdf (washco-md.net)



Agenda Report Form

Open Session Item

SUBJECT: Presentation of the June 30, 2023 Audited Financial Statements

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Chris Lehman, Partner in SB&Company, and Kelcee Mace, Chief Financial Officer

RECOMMENDED MOTION: The presentation is for informational purposes.

REPORT-IN-BRIEF: The external independent auditors will review the scope of services, the audit process, and required communications. They will also report the results of the audit.

DISCUSSION: General discussion by external auditor and Chief Financial Officer on various funds of Washington County.

FISCAL IMPACT: The audit report updates the fiscal condition of the County as of the fiscal year ending June 30, 2023.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Financial statements were distributed as a separate bound document prior to the presentation.

AUDIO/VISUAL NEEDS: The auditors have a slide presentation.



Certified Public
Accountants &
Business Advisors

Presentation to the Board of County Commissioners



WASHINGTON COUNTY, MARYLAND

November 28, 2023

Introductions



❖ **SB & Company, LLC Leadership Team**

- Chris Lehman, Audit Partner

Executive Summary



- Audit of the June 30, 2023, financial statements
- Performance of the Uniform Guidance Single Audit
- Preparation of Form 990's for the Golf Course and Agriculture Center
- Compilation of the County's Agriculture Land Transfer Tax Revenues and Expenditures
- Agreed upon procedures report for the landfill report
- Schedule of Fire and Rescue Expenditures
- Audit of 9-1-1 trust fund
- Detention Center agreed upon procedures
- State Charitable Registration
- Review of Uniform Financial Report
- Preparation of Data Collection Form

Summary of the Results



-  Issued an Unmodified Opinion
-  No Fraud Discovered or Made Aware Of
-  Audit journal entries –
No audit journal entries noted
-  No Material Weaknesses Identified
-  No Single Audit Findings to Date
-  Full Cooperation Received

SBC Audit Approach



FORCAM Audit Approach

Focus on Risk, Controls, and Account Misstatement

Agree on Expectations and Deliverables

Planning - Understand the Business & Risk

Client Acceptance • Client Environment • Tone at the Top
Materiality • Initial Risk Assessment • Audit Plan • Client Expectations

Assess & Test Design & Operations of Controls

What Can Go Wrong? • Test Key Controls • Walkthrough
Map Accounts & Transactions • Identify Key Controls

Financial Close & Reporting Misstatement Analysis

Analyze Balances • Financial Close Process
Principles Applied • Management's Verification

Substantive Testing

Negative Account Analysis • Negative Financial Close
Firm & GAAS Required • Significant Estimates
Negative Operating Controls • Unusual Transactions

GAAS Compliance & Reporting

GAAS Checklist • Review Reports • Wrap Up
Draft Board/Management Presentation
Did We Meet Your Expectations?

Goals:

Detect Financial Statement Misstatement Risk
Detect Error

- Accounting Principle
- Estimate
- Information Processing
- Account Balances

Fraud
Business Failure
Business Improvement Opportunities
Client Expectations

Communicate Value Delivered and Measure Satisfaction



Assessment of Control Environment



Area	Points to Consider
Control Environment	<ul style="list-style-type: none">▪ Key executive integrity, ethics, and behavior▪ Control consciousness and operating style▪ Commitment to competence▪ Exercise oversee responsibility▪ Organizational structure, responsibility, and authority▪ Enforce accountability▪ HR policies and procedures
Risk Assessment	<ul style="list-style-type: none">▪ Define objectives and risk tolerances▪ Identify, analyze, and respond to risk▪ Assess fraud risk▪ Identify, analyze, and respond to change▪ Mechanisms to anticipate, identify, and react to significant events▪ Processes and procedures to identify changes in GAAP, business practices, and internal control
Control Activities	<ul style="list-style-type: none">▪ Design control activities▪ Design activities for the information system▪ Implement control activities▪ Existence of necessary policies and procedures▪ Clear financial objectives with active monitoring▪ Logical segregation of duties▪ Periodic comparisons of book-to-actual and physical count-to-books▪ Adequate safeguards of documents, records, and assets▪ Assess controls in place

Assessment of Control Environment (cont.)



Area	Points to Consider
Information and Communication	<ul style="list-style-type: none">▪ Use quality information▪ Communicate internally▪ Communicate externally▪ Adequate performance reports produced from information systems▪ Information systems are connected with business strategy▪ Commitment of HR and finance to develop, test, and monitor IT systems and programs▪ Business continuity and disaster plan for IT▪ Established communication channels for employees to fulfill responsibilities▪ Adequate communication across organization
Monitoring	<ul style="list-style-type: none">▪ Perform monitoring activities▪ Remediate deficiencies▪ Periodic evaluations of internal controls▪ Implementation of improvement recommendations

Evaluation of Key Processes



Process	Function
Treasury	<ul style="list-style-type: none">▪ Cash Management▪ Reconciliations
Estimation	<ul style="list-style-type: none">▪ Methodology▪ Information▪ Calculation
Financial Reporting	<ul style="list-style-type: none">▪ Accounting Principles and Disclosure▪ Closing the Books▪ Report Preparation▪ General Ledger and Journal Entry Processing▪ Verification and Review of Results
Expenditures	<ul style="list-style-type: none">▪ Purchasing▪ Receiving▪ Accounts Payable and Cash Disbursements▪ Purchase Card Transactions

Evaluation of Key Processes (cont.)



Process	Function
Payroll	<ul style="list-style-type: none">▪ Hiring▪ Attendance Reporting▪ Payroll Accounting and Processing▪ Payroll Disbursements▪ Separation
Revenue	<ul style="list-style-type: none">▪ Billing▪ Cash Receipts▪ Revenue Recognition▪ Cutoff
Fixed Assets	<ul style="list-style-type: none">▪ Physical Custody▪ Asset and Construction in Progress Accounting▪ Depreciation
Grant Compliance	<ul style="list-style-type: none">▪ Acceptance▪ Grant Oversight▪ Compliance▪ Reporting▪ Monitoring▪ Accounting▪ Billing and Collection▪ Grant Close Out

Required Communications



1. Auditor's Responsibilities Under Generally Accepted Auditing Standards (GAAS)

The financial statements are the responsibility of management. Our audit was designed in accordance with auditing standards generally accepted in the United States of America, and provide for reasonable, rather than absolute, assurance that the financial statements are free of material misstatement.

2. Significant Accounting Policies

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application.

The significant accounting policies used by management are described in the notes to the financial statements.

3. Auditor's Judgments About the Quality of Accounting Principles

We discuss our judgments about the quality, not just the acceptability, of accounting principles selected by management, the consistency of their application, and the clarity and completeness of the financial statements, which include related disclosures.

We have reviewed the significant accounting policies adopted by the County and have determined that these policies are acceptable accounting policies.

Required Communications (cont.)



4. Audit Adjustments

We are required to inform the County's oversight body about adjustments arising from the audit (whether recorded or not) that could in our judgment either individually or in the aggregate have a significant effect on the County's financial reporting process. We also are required to inform the County's oversight body about unadjusted audit differences that were determined by management to be individually and in the aggregate, immaterial.

There were no adjustments identified during the audit process.

5. Fraud and Illegal Acts

We are required to report to the County's oversight body any fraud and illegal acts involving senior management and fraud and illegal acts (whether caused by senior management or other employees) that cause a material misstatement of the financial statements.

Our procedures identified no instances of fraud or illegal acts.

6. Material Weaknesses in Internal Control

We are required to communicate all significant deficiencies in the County's systems of internal controls, whether or not they are also material weaknesses.

There were no material weaknesses noted during the audit.

Required Communications (cont.)



7. Other Information in Documents Containing Audited Financial Statements

None.

8. Disagreements with Management on Financial Accounting and Reporting Matters

None.

9. Significant Difficulties Encountered in Performing the Audit

No significant difficulties.

10. Major Issues Discussed with Management Prior to Acceptance

None.

11. Management Representations

We received certain written representations from management as part of the completion of the audit.

12. Consultation with Other Accountants

To our knowledge, there were no consultations with other accountants since our appointment as the County's independent public accountants.

13. Independence

As part of our client acceptance process, we go through a process to ensure we are independent of the County.

We are independent of the County.

Required Communications (cont.)



14. Non-Audit Services

We provided assistance with drafting the financial statements and completion of the 990's, which do not impair our independence.

15. Our Responsibility Related to Fraud

- Plan and perform the audit to obtain reasonable assurance that there is no material misstatement caused by error or fraud;
- Comply with AU-C Section 240: Consideration of Fraud in a Financial Statement Audit;
- Approach all audits with an understanding that fraud could occur in any entity, at any time, by anyone; and
- Perform mandatory procedures required by GAAS and our firm policies.

Examples of Procedures Performed

- Discuss thoughts and ideas on where the financial statements might be susceptible to material misstatement due to fraud;
- Understand pressures on the financial statement results;
- Understand the tone and culture of the organization;
- Look for unusual or unexpected transactions, relationships, or procedures;
- Discussions with individuals outside of finance;
- Evaluate key processes and controls; and
- Consider information gathered throughout the audit.

Responsibility for Mitigating Fraud



Opportunity

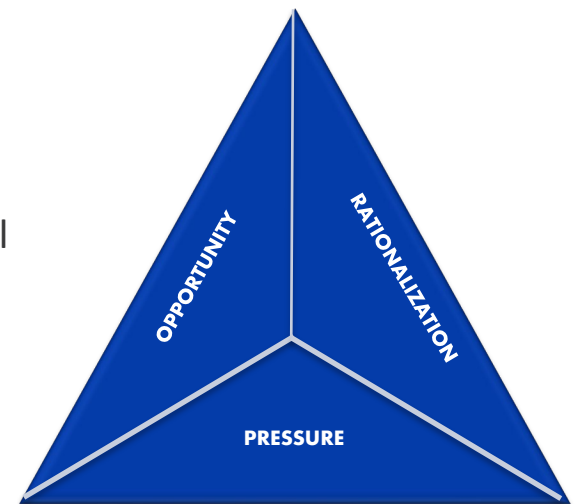
- Generally provided through weaknesses in internal control
- Tone at the top is important
- We assess controls and tone at the top

Pressure

- Pressure can be imposed due to economic troubles, personal vices and unrealistic deadlines and performance goals
- There are increased pressures due to economy and minimal salary increases

Rationalization

- Individuals develop a justification for their fraudulent activities
- Increased rationalization due to minimal salary increases and less personnel



Engagement Team

Contact Information



Christopher Lehman, CPA
Audit Partner

Office: 410-584-2201
Cell: 301-785-7408
clehman@sbandcompany.com

Executive Assistant: Danae Henry
Office: 410-584-0060
dhenry@sbandcompany.com



Knowledge,
Quality,
Client Service.

Maryland

10200 Grand Central Avenue
Suite 250
Owings Mills, MD 21117
410.584.0060

Washington, D.C.

1200 G Street, NW
Suite 809
Washington, DC 20005
202.434.8684

Budget & Finance

FY2023 General Fund Review



Washington County

M A R Y L A N D

General Fund Budget

Original Budget

\$262,814,130

*Adjustments

\$25,296,604

Final Budget

\$288,110,734

*\$6.4M related to reserves; \$4.2M related to in-kind and, \$14.7M related to grants & other revenues.

FY2023 General Fund

Revenues

\$304,781,208

Expenditures

\$299,765,705

Net (Reserves)

\$5,015,503

General Fund Cash Reserve

FY22

\$68.2M or
24.73%

FY23

\$73.2M or
24.58%

FY2023 Revenue Highlights

Significant Revenues over/(under) <u>final</u> budget	
Real Property Tax	2.0M
Personal Property Tax	4.2M
Income Tax	11.7M
Recordation Tax	2.9M
Interest	5.7M
Other	(9.8)M
Total	16.7M

FY2023 Expenditure Highlights

Significant Expenditures (over)/under <u>final</u> budget	
Transfer to Capital	(20.0)M
Transfers to Other Operating Funds	1.0M
Wages	(1.1)M
Benefits	3.9M
Departmental operations	(2.6)M
Program grants	9.8M
Controllable assets	(2.6)M
Total	(11.6)M



Upcoming Expenditures

- ✓ Inflation continues to impact capital project costs
- ✓ Additional changes to the salary scale to remain competitive and retain employees
- ✓ Infrastructure maintenance
- ✓ Public Safety organizational changes

Requests/Feedback



- **Commissioner Requests**
- **Feedback**



Washington County

M A R Y L A N D

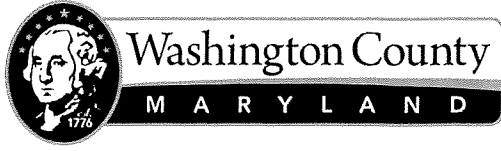
Thank you

Kelcee Mace
Chief Financial Officer
Washington County, MD
(240) 313-2305

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Agenda Report Form

Open Session Item

SUBJECT: Utilities – Eastern Boulevard

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to approve utility work for the Eastern Boulevard widening and intersection improvement phase one project from a sole provider of utility service, Potomac Edison, in the amount of \$99,308.22.

REPORT-IN-BRIEF: The work involves the relocation of existing utilities and additional line work along Eastern Boulevard at the intersections with Jefferson Boulevard (MD 64) and Security Road.

DISCUSSION: Construction along the Eastern Boulevard corridor will occur in several phases of work as indicated in the Capital Improvement Plan (CIP) and involves widening from two lanes to four lanes from Jefferson Boulevard (MD 64) to Antietam Drive, traffic signal improvements, and extending Eastern Boulevard from Antietam Drive to Marsh Pike. Construction is scheduled to begin in the spring.

FISCAL IMPACT: \$99,308.22; CIP budgeted project (RDI042) with \$3,000,000 in State contribution for the Jefferson Boulevard (MD 64) intersection improvements. The County has incorporated the work at MD 64 into the improvement plans along Eastern Boulevard and agreed to manage the coordinated project with the contribution provided by the State.

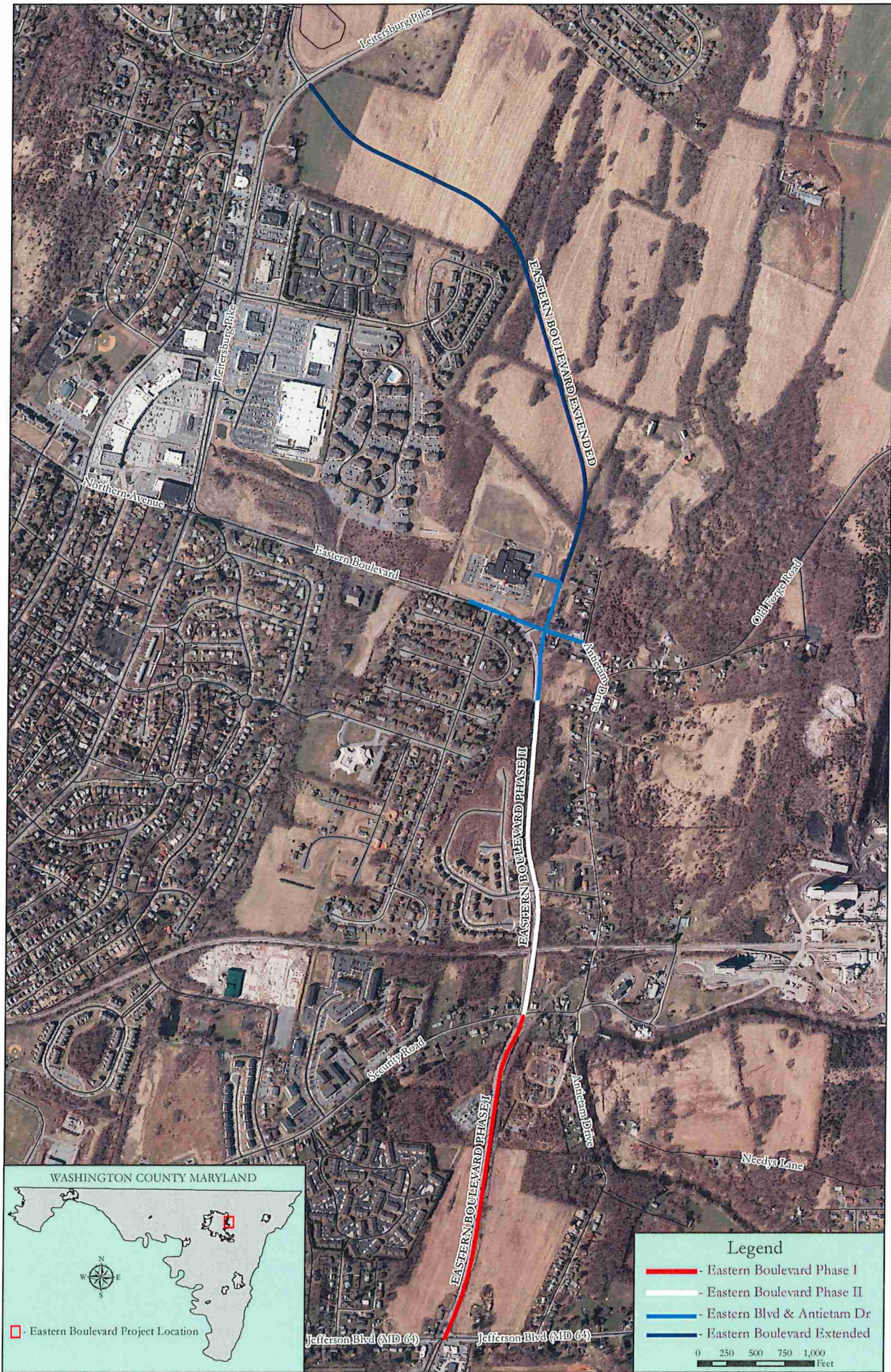
CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map

AUDIO/VISUAL TO BE USED: Aerial Map

Eastern Boulevard





Agenda Report Form

Open Session Item

SUBJECT: Contract Award – Facilities Design Services (PUR-1481) – Stormwater and Watershed Services Administration Building

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to award the contract for Facility Design services for the Stormwater and Watershed Services Administration Building to the responsive, responsible proposer, L.S. Grim, Inc. of Hagerstown, Maryland with the lowest total fee of \$189,024.42.

REPORT-IN-BRIEF: The work involves the engineering/design of an office building for staff working in stormwater management and watershed services. The facility will house the staff and equipment needed to implement the mandated National Pollution Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4).

DISCUSSION: The request for proposal was issued under the Facilities Design Services contract, PUR-1481. Two proposals were received for the Facility Design Services (Architectural, Engineering, Design, and Construction Administration services) and listed on the bid results sheet. L.S. Grim's team includes BFM Architects, Matonak & Associates, Frederick, Seibert & Associates, and Triad Engineering. The project assumes the design of an approximate 3,500 square feet building with garage bays on the Kemps Mill Park property.

FISCAL IMPACT: Capital Improvement Plan Project (BLD116).

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Bid Results

AUDIO/VISUAL NEEDS: Aerial Map

Proposed Stormwater & Water Shed Services Building



WASHINGTON COUNTY DIVISION OF ENGINEERING
 BID RESULTS
 STORMWATER AND WATERSHED SERVICES ADMINISTRATION BUILDING
 PUR-1481
 BID OPENING: WEDNESDAY, NOVEMBER 15, 2023



DESCRIPTION	L.S. Grim Consulting Engineers Hagerstown, MD	Alban Engineering Hunt Valley, MD
	TOTAL	TOTAL
Design Services Proposal: Stormwater and Watershed Services Administration Building	*\$189,024.42	\$415,797.70

* Denotes mathematical error in submitted proposal.



Agenda Report Form

Open Session Item

SUBJECT: Maryland Agricultural Land Preservation Program (MALPP) 60/40 Match for FY 2024

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Chris Boggs, Rural Preservation Administrator, Planning and Zoning

RECOMMENDED MOTION: Move to approve a \$1,333,333.00 commitment from the County Agricultural Transfer Tax and State Agricultural Transfer Tax to the 60/40 match component of the MALPP easement program for FY 2024 Cycle.

REPORT-IN-BRIEF: Each year the Maryland Agricultural Land Preservation Foundation (MALPF) asks counties if they want to obligate funds to the 60/40 match portion of the Land Preservation Easement Program. Land Preservation staff is recommending that Washington County designate \$1,333,333.00 as its 40% local match in order to receive the 60% State match of \$2,000,000.00.

The commitment requested today will result in total funding of about \$5,000,000 for easement purchases in FY 23 (including approximately \$1,700,000 of general allotment funds that all counties receive). These Transfer Taxes collected each year are restricted for use in preservation programs and are not General Fund dollars.

DISCUSSION: For clarity sake, State funding contributions to the Ag Preservation Program result from the following distributions. The entire MALPP fund is divided in half. One half is divided equally among all Maryland counties which will result in an FY 2024 “General Allotment” of approximately \$1,700,000 for each County. The remaining half is divided among only those Counties that make local commitments to the 60/40 matching program and is used for the State’s 60% contribution.

FISCAL IMPACT: This 60/40 match commitment and General Allotment money results in funds for land preservation easement purchases on ten (10) farms. There are no General Funds involved. \$500,000 comes from the State Agricultural Transfer Tax and \$833,333 comes from the County Agricultural Transfer Tax. The County’s share of State Agricultural Transfer Tax funds must be used toward MALPP easements; the County Ag Transfer Tax may be used for any land preservation program.

CONCURRENCES: The Agricultural Land Preservation Advisory Board has endorsed the use of the above funding source for the 60/40 match.

ALTERNATIVES: Make no commitment to the matching program; or commit further funding to the 60/40 match through the use of other County funding sources.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Approval of Zoning Map Amendment RZ-23-004 and Comprehensive Plan Amendment CP-23-001

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Zachary J. Kieffer, Deputy County Attorney

RECOMMENDED MOTION: The purpose of this agenda item is to seek approval of the request to rezone the applicant's property, and to approve the subsequent amendment to the Comprehensive Plan.

REPORT-IN-BRIEF: The applicant has requested to amend the current zoning of property located at 23226 Fruit Tree Drive, Smithsburg, from Residential Transition (RT) to Agricultural Rural (AR) through a rezoning map amendment.

DISCUSSION: The Planning Commission recommended in favor of the proposed map amendment on July 10, 2023. The public hearing for the proposed rezoning request was held on September 12, 2023. A consensus of approval was reached by the Board of County Commissioners on September 12, 2023. This matter is on the agenda for decision by the Board of County Commissioners in the form of proposed Findings of Fact and Conclusions of Law as prepared by the County Attorney's Office for review, approval, and adoption by the Commissioners.

FISCAL IMPACT: N/A

CONCURRENCES: Washington County Planning Commission

ALTERNATIVES: N/A

ATTACHMENTS: Ordinance(s) with attached Decision and Findings of Fact

BEFORE THE
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

DECISION
Rezoning Case RZ-23-004
Comprehensive Plan Amendment CP-23-001

Property Owner:	Troy A. & Elisabeth Jernigan
Applicant:	Troy A. & Elisabeth Jernigan
Requested Zoning Change:	RT Residential Transition to A(R) Agricultural Rural
Property:	23226 Fruit Tree Drive, Smithsburg, MD 21783

Pursuant to Washington County Zoning Ordinance § 27.3, the Board of County Commissioners of Washington County (the “Board”) makes findings of fact with respect to the following matters: (1) The report and recommendations of the Planning Commission; (2) Population change in the area of the proposed change; (3) Availability of public facilities in the area; (4) Present and future transportation patterns in the area; (5) Compatibility with existing and proposed development of the area including indication of neighboring sites identified by the Washington County Historic Sites Survey and subsequent revisions or updates; (6) The relationship of the proposed change to the Adopted Plan for the County, Development Analysis Plan Map and Policies; (7) Whether there was a substantial change in the character of the neighborhood where the property is located; (8) Whether there was a mistake in the existing zoning classification; and (9) Whether there has been a convincing demonstration that the proposed zoning would be appropriate and logical for the subject property.

Findings of Fact

The Property.

The subject property is located at 23226 Fruit Tree Drive, Smithsburg, MD 21783, at the edge of the delineated Town Growth Area for the Town of Smithsburg (the “Property”).

The Property is currently improved with an historic single family dwelling unit and several outbuildings in various states of disrepair. The Property is triangular in shape and generally slopes upward from the southeast to the northwest. The

Property consists partly of forested lands and partly of actively farmed fields and includes a stream the runs east to west and bisects the Property near its midpoint. The Property also contains high-power overhead electrical transmission lines that follow the same general path as the stream bed. The Property is located within a designated growth area that surrounds the Town of Smithsburg.

The applicant intends to use the Property for agricultural purposes, which are otherwise not allowed in the RT District.

(1) The report and recommendation of the Planning Commission.

The Planning Commission held a public information meeting on the proposed change and received comments from staff, the Applicant, and allowed an opportunity for comments from members of the public. The Planning Commission also received written comments. Following deliberations at its regular meeting, the Planning Commission unanimously recommended approval of the map amendment.

(2) Population change in the area of the proposed change.

The Property is in the Smithsburg Election District #7. Between 1990 and 2020, the 30-year average change in population shows that Election District #7 has outpaced the average growth rate of the County. This district increased 45.8% while the County has increased in population by 27.4%.

(3) Availability of public facilities in the area.

Water and Sewerage- The Property is currently improved and contains a private well and private on-site sewerage disposal system. Despite the Property's inclusion in the Town of Smithsburg's Town Growth Area, the Property is designated in the Water and Sewerage Plan as having a priority service area of W-7/S-7. This designation means that there is no planned public water or sewerage

service to the Property. There are currently no plans to extend public water or sewer services to the Property in the County Capital Improvement Plan.

Emergency Services- The Property is located within the service area of the Smithsburg Volunteer Fire Company and Smithsburg Emergency Medical Services. The Property is approximately 1 mile away from each.

Schools- The Property is within the districts of Smithsburg Elementary, Middle, and High Schools. The change in zoning from RT to A(R) would make the impact from residential development much lower, all but eliminating prospects for development under the A(R) zoning designation. Therefore, the impact on the local schools would be minimal and less impactful than the current zoning of the Property.

(4) Present and Future Transportation Patterns in the area.

Highways- The Property has existing road frontage along Maryland Route 64 and Fruit Tree Drive. There is currently an approved entrance from Fruit Tree Drive that accommodates the existing residential use. There is no existing access onto Smithsburg Pike.

Public Transportation- Washington County Transit provides bus service to the Smithsburg area, but the service does not reach the subject parcel.

(5) Compatibility with existing and proposed development of the area including indication of neighboring sites identified by the Washington County Historic Sites Survey and subsequent revisions or updates.

The Property is bounded to the north, east, and south by parcels zoned A(R) Agricultural Rural. A small portion of the northern boundary of the subject parcel is adjacent to land zoned BG Business General. Across MD 64 on the west side of the Property is land that is zoned (RT)Residential Transition.

All of the parcels surrounding the Property are currently open space or very low density with large lot residential uses. There are 4 historic sites listed on the Washington County Historic Site Survey located within a 0.5-mile radius of the

Property.

(6) The relationship of the proposed change to the Adopted Plan for the County.

The purpose of the Washington County, MD Comprehensive Plan (the "County Plan") is to evaluate the needs of the community and balance the different types of growth to create a harmony between different land uses. The County's comprehensive plan designates the Property as low density residential, while the Town of Smithsburg's Plan (the "Town Plan") designates a policy area of commercial. Both comprehensive plans include the Property in a growth area. The Property has access to a good transportation network, with relatively flat topography and proximity to an existing population center. However, the Property contains environmentally sensitive areas, is heavily wooded, and does not have access to sewer utilities. The current conditions of the Property suggest it is more suited for limited growth as proposed herein.

(7) Whether there was a substantial change in the character of the neighborhood where the property is located.

Applicant did not argue there was a substantial change in the character of the neighborhood.

(8) Whether there was a mistake in the existing zoning classification.

The Property is not within a State approved Priority Funding Area. The designated land use policy area in the County Plan is not consistent with the designated policy area in the Town Plan. Currently, the Property's use is inconsistent with both County and the Town of Smithsburg's designation. The Property has a priority service area designation of W-7/S-7, no planned service. Maryland State Highway Administration's control and limitation of access along MD 64 frustrate development consistent with its current zoning designation. These factors augar towards the requested rezoning.

(9) Whether there has been a convincing demonstration that the proposed zoning would be appropriate and logical for the subject property.

The application included exhibits showing the adjoining parcels with the same zoning designation requested for the Property. One of the Applicants, Troy Jernigan, testified at the public hearing that the current state of the Property was

agricultural in nature and that he intended to continue to use the Property as such. Applicant's engineer, Fred Frederick, presented additional information and provided testimony concerning the current condition of the Property, the most logical use of the Property and the appropriateness of the proposed A(R) zoning for the Property. Despite the Property's inclusion in both the County Plan and Town Plan as a future site for development, based on the evidence presented in the application materials and at the public hearing, the Applicant has convincingly demonstrated that the proposed zoning of A(R)-Agricultural Rural would be appropriate and logical for the Property.

Conclusion

The requested rezoning would align the Property's zoning designation with that of the adjoining parcels to the north, east, and south of the Property. Moreover, the uses of the Property's neighbor parcels are distinctly agricultural in nature. While there is some residential use, orchards and agricultural fields dominate the adjoining landscape. Nearby parcels sharing the Property's current zoning of RT-Residential Transition are separated from the Property by MD 64. While identified within the growth area for the Town of Smithsburg, the Property's water and sewer designation, W-7/S-7, respectively, is evidence that the Property is likely unsuitable for development in accordance with its current residential zoning designation. Moreover, while no floodplain is associated with the creek bisecting the Property, the County's sensitive area regulations would require an associated stream buffer.

Therefore, having considered all of the testimony, evidence, and arguments presented, and applying the Commissioners' "extensive local knowledge in determining zoning issues[.]" *Burgess v. 103-29 Ltd. Partnership*, 123 Md. App. 293, 301 (1998), this application for a rezoning is hereby granted.

Comprehensive Plan Amendment

Despite the Property's inclusion in the growth area of both the County Plan and the Town Plan, the Property's environmentally sensitive areas and lack of access to water and sewer utilities are compelling justification for the Board to conclude that the Property is better suited to its current agricultural character than to some type of urbanized development, whether commercial or residential. Commensurate with this Board's grant of Applicant's Map Amendment rezoning request, the Board shall certify the Planning Commission's corresponding

amendment to the County Plan, excluding the Property from the Town of Smithsburg growth area.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to form and legal sufficiency:

Zachary J. Kieffer
Deputy County Attorney



Agenda Report Form

Open Session Item

SUBJECT: Department of Solid Waste Budget Transfer

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: David A. Mason, P.E., Deputy Director, Division of Environmental Management, Department of Solid Waste.

RECOMMENDED MOTION(S): Motion to approve Budget Transfer in the amount of \$35,270 for the funds from the Loss Settlement of the 2004 New Holland tractor.

REPORT-IN-BRIEF: While mowing in the summer of 2023 at the Resh Road Landfill, an employee hit a culvert headwall with the sickle bar attached to the New Holland Mower. The impact caused the mower to stop abruptly and split the engine block and broke the frame.

DISCUSSION: The mower was evaluated by staff mechanics and Antietam Tractor. It was determined repairs would cost more than \$18,000 if parts for the 19-year-old machine were able to be located. The County's insurance provider decided to total the machine.

FISCAL IMPACT: \$35,270 will be transferred to the Solid Waste Accident repairs budget.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Budget Transfer Form

AUDIO/VISUAL TO BE USED: N/A



Washington County, Maryland Budget Adjustment Form

Print Form

- ☒ Budget Amendment - Increases or decrease the total spending authority of an accounting fund or department
- ☐ Budget Transfer - Moves revenues or expenditures from one account to another or between budgets or funds.

Department Head Authorization

Darryl Brown

Digitally signed by Darryl Brown
Date: 2023.10.10 10:49:47 -04'00'

Division Director / Elected Official Authorization

Mark D Bradshaw

Digitally signed by Mark D Bradshaw
Date: 2023.10.12 07:00:00 -04'00'

Budget & Finance Director Approval

County Administrator Approval

County Commissioners Approval

Transaction/Post -Finance

Deputy Director - Finance

Preparer, if applicable

Tracy McCammon

Digitally signed by Tracy
McCammon
Date: 2023.09.29 14:01:59 -04'00'

Required approval with date

If applicable with date

Required approval with date

Required approval with date

Required > \$ 25,000 with date

Expenditure /
Account Number

Fund
Number

Department
Number

Project Number

Grant Number

Activity Code

Department and Account Description

Increase (Decrease)
+ / -

515350

21

21010

Solid Waste - Accident Repairs

35,270

490005

21

21010

Solid Waste - Gain or Loss on Sale of Asset

35,270

Explain
Budget Adjustment

Total Loss Settlement for claim FXH9682

Required Action by
County Commissioners

☐

No Approval Required

☒

Approval Required

Approval Date if
Known



Agenda Report Form

Open Session Item

SUBJECT: Hagerstown Flying Boxcars Stadium Advertising Opportunity - Hotel Rental Tax (HRT) Funds

PRESENTATION DATE: Tuesday, November 28, 2023

PRESENTATION BY: Danielle Weaver, Director, Public Relations and Marketing

RECOMMENDED MOTION: Motion to use \$100,000 from Hotel Rental Tax (HRT) funds to purchase ad space at the Hagerstown Flying Boxcars Stadium

REPORT-IN-BRIEF: This report outlines an exciting advertising opportunity at the Hagerstown Flying Boxcars Stadium, with a five-year commitment plan. The proposal is to reserve the highly visible area beneath the pitch clock for an annual cost of \$20,000.

DISCUSSION: The Hagerstown Flying Boxcars Stadium is a prominent sports venue that will host numerous events and sports competitions throughout the year. Advertising at this stadium provides an excellent opportunity to reach a large and diverse audience, enhancing brand visibility and engagement

Benefits of Advertising at Hagerstown Flying Boxcars Stadium:

1. **High Visibility:** The pitch clock area is one of the most prominent and visible locations in the stadium, ensuring that our brand is seen by a large and engaged audience.
2. **Diverse Audience:** The stadium attracts a diverse audience, including sports enthusiasts, families, and local residents, creating an opportunity to reach a wide range of individuals.
3. **Brand Exposure:** Our brand will gain significant exposure not only during live events but also through televised broadcasts, ensuring our message reaches an even broader audience.
4. **Community Engagement:** Supporting a local sports venue strengthens our connection with the community and showcases our commitment to local initiatives.
5. **Exclusive Placement:** By reserving the pitch clock area, our brand will enjoy exclusivity in this prime advertising location.

Advertising at Hagerstown Flying Boxcars Stadium is a fantastic opportunity to increase brand visibility, engage with a diverse audience, and support local initiatives. With a five-year commitment at \$20,000 per year, we can secure an exclusive advertising location under the pitch clock and enjoy the benefits of this strategic investment.

We look forward to the opportunity to help our brand shine at the Hagerstown Flying Boxcars Stadium.

FISCAL IMPACT: \$100,000

CONCURRENCES: Michelle Gordon, County Administrator

ALTERNATIVES: NA

ATTACHMENTS: Contract

AUDIO/VISUAL NEEDS: NA



Hagerstown Flying Boxcars

P.O. Box 4144, Hagerstown, MD 21741
Phone: 240-215-6050
www.flyingboxcars.com

Advertising Contract

Customer:

Washington County Government
Danielle Weaver
100 West Washinton Street Suite 2600
Hagerstown, MD 21740
P: 2403132384
E: dweaver@washco-md.net

Contract ID: 95
Contract Date: 11/10/2023
Account Rep: Natalie Brockway

Contract Notes

5 Year, 8x20 Outfield Pitch Clock Signage.
Price reflected below in "Unit Price" is a
seasonal rate.
25% Deposit Due at signing – see Payment
Plan below.

Please verify that all of the information above is correct.

Item Name	Description	Unit Price	Quantity	Total
Pitch Clock (8x20)		\$20,000.00	1	\$20,000.00

Total: \$20,000.00
Balance: \$20,000.00

The Client is responsible for providing film artwork for the print advertisement to the club (Downtown Baseball, LLC) by March 1 of each calendar year. If changes are to be made to the existing outfield billboards, those artwork changes must be submitted to Downtown Baseball, LLC by March 1 of each calendar year. If Client requests an update to artwork during their active contract, sign production and installation are the financial responsibility of the Client. The Client hereby authorizes Downtown Baseball, LLC to place the advertising above for the 2024-2028 baseball season(s). This contract becomes of full force and effect upon the acceptance thereof by the Club. Failure to pay any payment when due is a default in which event (i) all advertisement may be cancelled at Club's option and (ii) all remaining payments will then become immediately due and payable at the Club's option. Interest will accrue at one-and-a-half percent (1½%) per month on all past due accounts. In the event this account is placed in the hands of an attorney for collection, the Client agrees to pay all costs of collection, including a twenty percent (20%) attorney fee.

Advertising Payment Plan

- ☐ Net Payment 30 Days from Signed Contact
☒ Four (4) Equal Monthly Installments:
\$5,000.00 Due at Signing
\$5,000.00 Due 12.1.2023
\$5,000.00 Due 1.1.2024
\$5,000.00 Due 2.1.2024

☐ Other:

Sponsor Signature

Printed Name

Date

Flying Boxcars Rep Signature

Printed Name

Date

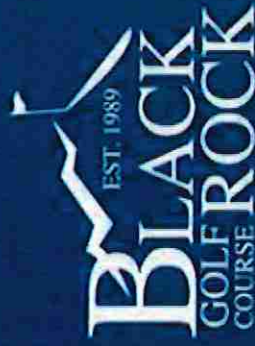


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Agenda Report Form

Open Session Item

SUBJECT: Agriculture – Faces of Farming Presentation

PRESENTATION DATE: Tuesday, November 28, 2023

PRESENTATION BY: Jonathan Horowitz, Director, 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: Willow Run Farm of Boonsboro and Mountain Valley Orchard of Smithsburg Maryland.



Agenda Report Form

Open Session Item

SUBJECT: Budget Adjustment for unbudgeted costs

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Michelle Gordon, County Administrator

RECOMMENDATION: Move to approve the budget adjustment as presented.

REPORT-IN-BRIEF: Amend the budget for the County Administrator's office and the County Clerk's office due to personnel changes.

DISCUSSION: Amend the budget for the County Administrator's office (\$175,402) and the County Clerk's office (\$21,265) due to personnel changes. Additional funding is needed in both departments.

FISCAL IMPACT: A combined total of \$196,667 is needed. Funding is available from unexpected increases to Interest Revenue in FY24.

CONCURRENCES: Kelcee Mace, Chief Financial Officer

ALTERNATIVES: None

ATTACHMENTS: Budget Adjustment Form Dept 10110; and Budget Adjustment Form Dept 10300

AUDIO/VISUAL NEEDS: None



Washington County, Maryland Budget Adjustment Form

Print Form

- ☒ Budget Amendment - Increases or decrease the total spending authority of an accounting fund or department
- ☐ Budget Transfer - Moves revenues or expenditures from one account to another or between budgets or funds.

Department Head Authorization

Michelle Gordon

Digitally signed by Michelle Gordon
Date: 2023.11.15 11:44:23 -05'00'

Division Director / Elected Official Authorization

Michelle Gordon

Digitally signed by Michelle Gordon
Date: 2023.11.15 11:44:36 -05'00'

Budget & Finance Director Approval

County Administrator Approval

Michelle Gordon

Digitally signed by Michelle Gordon
Date: 2023.11.15 11:44:49 -05'00'

County Commissioners Approval

Required > \$ 25,000 with date

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
500000	10	10300				Wages-Full Time	122,109
500100	10	10300				FICA-Employer	9,342
500120	10	10300				Health Insurance	11,713
500125	10	10300				Other Insurance	218
500130	10	10300				Pension	31,749
500140	10	10300				Workers Compensation	271
404400	10	00000				Interest Revenue	175,402

Explain
Budget Adjustment

Budget Adjustment needed due to personnel changes in FY24

Required Action by
County Commissioners

☐ No Approval Required

☒ Approval Required

Approval Date if
Known

11/28/2023



Washington County, Maryland Budget Adjustment Form

Print Form

- ☐ Budget Amendment - Increases or decrease the total spending authority of an accounting fund or department
- ☒ Budget Transfer - Moves revenues or expenditures from one account to another or between budgets or funds.

Department Head Authorization

Division Director / Elected Official Authorization
Michelle Gordon
Digitally signed by Michelle Gordon
Date: 2023.11.15 13:03:50 -05'00'

Budget & Finance Director Approval

County Administrator Approval
Michelle Gordon
Digitally signed by Michelle Gordon
Date: 2023.11.15 13:04:07 -05'00'

County Commissioners Approval

Required approval with date

If applicable with date

Required approval with date

Required approval with date

Required > \$ 25,000 with date

Transaction/Post -Finance

Deputy Director - Finance

Preparer, if applicable

Michelle Gordon
Digitally signed by Michelle Gordon
Date: 2023.11.15 13:04:24 -05'00'

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
500000	10	10110				Wages-Full Time	13,653
500100	10	10110				FICA-Employer	1,044
500120	10	10110				Health Insurance	2,988
500130	10	10110				Pension	3,550
500140	10	10110				Workers Compensation	30
404400	10	00000				Interest Revenue	21,265

Budget Adjustment needed due to personnel changes in FY24

Explain Budget Adjustment

Required Action by County Commissioners



No Approval Required



Approval Required

Approval Date if Known

11/28/2023



Agenda Report Form

Open Session Item

SUBJECT: Revisions to Policy PR-34 Leave

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Michelle Gordon, County Administrator

RECOMMENDATION: Move to approve the revisions to Policy PR-34 Leave as presented.

REPORT-IN-BRIEF: Revisions to Policy PR-34 Leave are recommended to ensure that all employees are treated fairly and equitably.

DISCUSSION: Revisions to Policy PR-34 Leave are recommended to ensure that all employees are treated fairly and equitably. Major changes include the following:

- **Vacation Leave Accruals Stop After 90 Days While on Workers' Compensation:** In *Section III. Vacation Leave*, a new *Letter F.* was added and states "Vacation is earned by actively being at work. Any employee that is absent for more than ninety (90) consecutive calendar days because of workers compensation leave will have his/her vacations accruals stopped and will not begin accruing vacation benefits until they return to work."
- **Leave Earned & Used:** The increment for leave earned and used throughout the document was changed from days to hours. For example, 3 days was changed to 24 hours.
- **Personal Leave:** Effective January 1, 2024, regular full time employees are entitled to personal leave consisting of sixty (60) hours per calendar year and that leave may be used in hourly increments. This is an increase from the previous language that provided six (6) days of personal leave per calendar year which equated to forty-eight (48) hours for most employees. The increase in leave of twelve (12) hours will be partially offset by changes to the holiday schedule and will ensure that all employees are treated fairly and equitably.
- **Sick Leave:** *Sick Leave Section V.B.* Language adjusted to better match the County's Retirement Plan, Section 3.2.

FISCAL IMPACT: None

CONCURRENCES: None

ALTERNATIVES: None

ATTACHMENTS: PR-34 Leave-Redlined

AUDIO/VISUAL NEEDS: None



POLICY TITLE: Leave

POLICY NO.: PR-34

I. PURPOSE

This Policy establishes consistent practices County-wide regarding administering employee leave; provides information and sets County policy regarding compliance with Federal and State statutes, rules, and regulations; and establishes uniformity in reporting absences.

Absences adversely impact employees and their departments. Loss of earnings can be devastating to employees, and loss of productivity to County departments can disrupt the County's provision of services to its citizens. Therefore, while the County provides a paid leave program to eligible employees as income protection for absences, the administration of the paid leave program is subject to strict requirements and monitoring.

II. SCOPE

This Policy addresses various types of leave and applies to all regular full-time (working at least [40] hours per week) and part-time personnel employed by the Board of County Commissioners of Washington County. If other leave policies are in place within departments reporting to elected officials, such as the Washington County Sheriff's Office, the State's Attorney's Office, and the Washington County Treasurer's Office, this Policy is intended to work in conjunction with, and not to supersede, those other leave policies. If this Policy conflicts with any Federal, State, and local laws, ordinances, rules, and regulations, then the Federal, State, and local laws, ordinances, rules, and regulations will prevail.

III. VACATION LEAVE

- A. All regular full-time employees are eligible for vacation time.
- B. The amount of paid vacation leave to which an employee is entitled each year depends on the employee's length of service with the County. The employee should consult with his or her supervisor each year concerning scheduling vacation leave. Every effort will be made to accommodate employees' requests for vacation leave. However, the needs of the County and the balancing of work schedules will take precedence over vacation leave requests. If a department head cannot accommodate all employees when two or more employees request overlapping vacation leave periods, the requests will be granted on the basis of seniority within the County. Vacation is a benefit granted to employees by the County and may be denied if the circumstances described herein so warrant.

- C. Although vacation leave begins to accrue during the first month of employment, vacation leave may not be taken by any employee until six (6) months of employment have been completed. Employees who terminate prior to the completion of six (6) months of employment are not entitled to vacation leave pay for unused vacation. However, after six (6) months of employment, an employee will be eligible for vacation leave pay for unused vacation if the employee terminates employment with the County.
- D. Vacation leave may be taken in increments of one-quarter ($\frac{1}{4}$) hour or more.
- E. Carryover of vacation leave will run on a calendar year basis from January 1 to December 31. Years of service for purposes of vacation leave accrual are based on an employee's actual time in full-time County employment, computed from the employee's anniversary date of hire. Earned vacation leave will accrue as indicated in the following table, according to the anniversary date of hire.

Years of Service	Rate of Accrual per Pay Period	Annual Vacation Leave Entitlement	Maximum Carryover at end of the calendar year
0 through 5	3.08 hours	80 hours	250 hours
6 through 15	4.62 hours	120 hours	250 hours
Over 15	6.16 hours	160 hours	250 hours

- F. Vacation is earned by actively being at work. Any employee that is absent for more than ninety (90) consecutive calendar days because of workers compensation leave will have his/her vacations accruals stopped and will not begin accruing vacation benefits until they return to work.

IV. **PERSONAL LEAVE**

Effective January 1, 2024, Regular full-time employees are entitled to personal leave consisting of ~~six (6)~~sixty (60) hours ~~personal days~~ per calendar year. ~~Three~~ ~~Thirty (30) (3) days~~ hours of personal leave are granted on January 1 of each year, and leave will be pro-rated for newly hired full-time employees based on the month that they are employed as a full-time employee. Employees hired in March and April will receive twenty (20) hours; and employees hired in May and June will receive ten (10) hours. and ~~Thirty three (30) hours-days~~ of personal leave are granted on July 1 of each year. Employees hired in September and October will receive twenty (20) hours; and employees hired in November and December will receive ten (10) hours. -Personal ~~days~~ leave must be taken in ~~full-hourly (1 hour)~~ ~~day~~ increments with the exception of Emergency Services which has its own policy regarding the use of personal leave. Personal leave cannot be carried over at the end of a calendar year to the next calendar year.

V. **SICK LEAVE**

- A. Regular full-time and regular part-time employees are eligible for sick

leave. Sick leave accrues for all eligible employees from the first day of work; however, no sick leave may be taken until completion of three (3) months of employment. Any absence during the first three (3) months of employment due to illness will be unpaid unless the use of any available personal leave is authorized by an employee's supervisor.

- B. Sick leave for regular full-time employees accrues at 120 hours per year (4.62 hours bi-weekly). Accumulation of sick leave is unlimited except for employees in the Deferred Retirement Option Plan (DROP). After an employee has entered the DROP, the maximum accumulated sick leave balance is two (2) months.
- C. Sick leave for part-time employees accrues on the basis of one (1) hour for every 30 hours worked. Employees are permitted to carry over 24 hours each year; not to exceed 64 hours.
- D. Sick leave is paid only for days and hours of regularly scheduled work. If an employee has been approved for use of sick leave under the Family and Medical Leave Act (FMLA), any used sick leave will be counted against and will run consecutively with the approved period of absence allowed under the FMLA.¹
- E. Upon termination of employment, if the employee has not used any Sick Family Medical (SFM) or Earned Sick and Safe Leave (ESS), the employee will receive payment at the regular rate of pay for up to 40 hours. If the SFM and ESS does not equal \$1300, then the employee will be paid at a rate of \$10.00 per eight (8) hour increments; not to exceed \$1300 or 1040 hours. No sick leave payout will be made to any employee who has not completed his or her first three (3) months of employment.
- F. All accrued and unused sick leave will may be applied to credited service for retirement purposes, within certain limits. See Section V. for maximum accumulated sick leave balance for DROP participants.
- G. If an employee is absent for three (3) or more consecutive work days, the employee must obtain an excuse from a licensed healthcare provider and must provide the excuse to the employee's supervisor upon return to work. The employee must also provide the Department of Human Resources with a copy of the excuse upon return to work. This requirement also applies to an employee who is absent from work either the day before or the day after a holiday. Failure to provide the required excuse will result in the employee not being paid for the holiday.

¹ See Policy No. PR-15 Family and Medical Leave (FMLA).

VI. ABUSE OF SICK LEAVE

- A. Sick leave is intended to be used for bona fide illnesses and for health-related reasons such as doctor appointments. Sick leave is not to be used for vacation, personal business, or leave of absence.
- B. An employee's supervisor and department head are jointly responsible for monitoring sick leave usage, notifying an employee of problematic sick leave use, and taking appropriate disciplinary action in cases of substantiated sick leave abuse.

Examples of sick leave abuse include, but are not limited to, the following:

- 1. Any pattern of unsubstantiated sick leave use, such as the use of six (6) days in a six (6) month period in increments of one (1) or two (2) days at a time;
- 2. Any pattern of unsubstantiated tardiness or early departure; not approved in advance;
- 3. Habitual sick leave absences on Mondays, Fridays, and the days immediately before and after holidays;
- 4. Use of sick leave in excess of any sick leave accrued, whether substantiated or unsubstantiated, during the first calendar year of employment;
- 5. Use of sick leave along with other types of leave;
- 6. Use of sick leave to avoid undesirable scheduling of work;
- 7. Participation in activities or secondary employment that would indicate fitness for duty while an employee is on sick leave;
- 8. Engaging in unsubstantiated sick leave use for lengthy illnesses;
- 9. No significant accumulation of sick leave after at least three (3) to five (5) years of service, without sustaining a major illness during that time period.

VII. FAMILY SICK LEAVE

- A. Employees are entitled to use up to forty (40) hours of their accumulated sick leave per calendar year to care for ill family members. A family member includes spouse, biological child; an employee's adopted child, foster child, or stepchild; a child for whom an employee has legal or physical custody or guardianship; a child for whom the employee stands *in loco parentis*; an employee's biological parent, adoptive parent, foster

parent, or stepparent or an employee's spouse; an individual who acted as a parent or stood *in loco parentis* to the employee or the employee's spouse when the employee or the employee's spouse was a minor; an employee's legal guardian, biological grandparent, adopted grandparent, foster grandparent, or step-grandparent; an employee's biological grandchild, adopted grandchild, foster grandchild, or step-grandchild; an employee's biological sibling, adopted sibling, foster sibling, or step-sibling; and an employee's parent-in-law. Family sick leave may also be used for the birth or adoption of a child, for the placement of a child in foster care with an employee, or for the care of any person for whom the employee is financially responsible.

- B. Employees are entitled to use up to forty (40) hours of their accumulated sick leave per calendar year for absences that are necessary due to domestic violence, sexual assault, or stalking against the employee or the employee's family member if the leave is to obtain any of the following:
 - 1. Medical or mental health attention;
 - 2. Services from a victim services organization;
 - 3. Legal services or proceedings;
 - 4. Temporary relocation;
- C. All family sick leave hours should be coded **FAMILY SICK (SFM)** on time reporting records.
- D. All part-time employees' use of family sick hours should be coded **FAMILY SICK (ESS)** on time reporting records.
- E. Family sick leave is paid only for days and hours of regularly scheduled work. If an employee has been approved for use of family sick leave under the Family and Medical Leave Act (FMLA), any used family sick leave will be counted against and will run consecutively with the approved period of absence allowed under the FMLA.²
- F. If an employee is absent for three (3) or more consecutive work days due to care of an ill family member, the employee must obtain an excuse from a licensed healthcare provider and must provide the excuse to the employee's supervisor upon return to work. The employee must also provide the Department of Human Resources with a copy of the excuse upon return to work. This requirement also applies to an employee who is absent from work either the day before or the day after a holiday; failure to provide the required excuse will result in the employee not being paid for the holiday.
- G. Use of family sick leave will be counted against an employee's eligibility for incentives under the County's Sick Leave Incentive Program (see

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² See Policy No. PR-15 Family and Medical Leave (FMLA).

Section VIII of this Policy).

VIII. SICK LEAVE INCENTIVE PROGRAM

- A. To reward employees who sparingly use sick leave, an incentive of up to \$90.00 per day (with a maximum payout of five [5] days) will be given to each employee whose sick leave usage record during the fiscal payroll period (from the first pay end of the fiscal payroll year to the last pay end of the fiscal payroll year) meets the following eligibility requirements:
 - 1. One (1) day incentive payment not to exceed \$90.00 for two (2) days of sick leave used;
 - 2. Two (2) day incentive payment not to exceed \$180.00 for one (1) day of sick leave used;
 - 3. Three (3) day incentive payment not to exceed \$270.00 for zero (0) days of sick leave used;
 - 4. Four (4) day incentive payment not to exceed \$360.00 for three (3) or four (4) consecutive fiscal payroll years with no sick leave usage;
 - 5. Five (5) day incentive payment not to exceed \$450.00 for five (5) or more consecutive fiscal payroll years with no sick leave usage.
- B. For immediately preceding subsections A.4. and A.5., **any** use of sick leave will constitute a break in consecutive fiscal payroll years; and the employee must work at least three (3) consecutive fiscal payroll years before regaining eligibility for the sick leave incentive.
- C. Sick leave used due to a work-related injury or to visit a physician at the County's direction due to a past work-related injury will not adversely affect the calculation of an employee's eligibility for the sick leave incentive if the employee's time is properly coded on time records.
- D. If sick leave is used for additional bereavement leave purposes (see Section XI of this Policy), the use of sick leave for that purpose will not be counted against an employee's eligibility for the sick leave incentive.
- E. The incentive at the end of the fiscal payroll year will not be subject to any applicable deduction from accumulated sick leave totals.
- F. Any sick leave approved under the FMLA will be treated as sick leave for purposes of calculating eligibility for the sick leave incentive.
- G. All new employees who are hired during the course of the fiscal payroll year will receive sick leave incentive benefits on a pro rata basis. The County will calculate the benefit due to a new employee by using only that

specific period of time that the employee could have actually used sick leave.

The following example illustrates the practical application of this subsection VIII (G). A new employee who is hired effective October 1 would have nine (9) full months of County service as of July 1 of the following fiscal payroll year. However, during the first three (3) months of the individual's employment, sick leave was not usable pursuant to County policy. Assuming no sick leave usage for the full nine (9) months, the employee would not receive nine-twelfths (9/12) of the total sick leave incentive; but would instead receive six-twelfths (6/12) because $6/12 \times 3 \text{ days} = 1\frac{1}{2}$ days of sick leave incentive pay due, not to exceed \$90.00 per day.

IX. HOLIDAYS

- A. Regular full-time employees observe ~~thirteen-fourteen~~ (134) holidays per calendar year listed below. Yearly holiday schedules are established by the County Administrator prior to the beginning of each new calendar year and distributed to each department.

<u>Month</u>	<u>Holiday</u>
January	New Year's Day Martin Luther King Day
February	Presidents' Day
March/April	Good Friday
May	Memorial Day
<u>June</u>	<u>Juneteenth</u>
July	Independence Day
September	Labor Day
November	Veterans' Day Thanksgiving Day Friday after Thanksgiving
December	Christmas Eve Christmas Day New Year's Eve

- B. Certain County departments have twenty-four (24) hour operations or have schedules requiring work on County holidays. Employees required to work on County holidays will abide by the guidelines established by the County.

X. ANNUAL PHYSICAL LEAVE BENEFIT

To promote good health and well-being of employees, routine annual physicals are covered under the County's health care plan, subject to any applicable office visit co-pays and charges for non-covered procedures. All full-time employees will be granted up to two (2) hours per fiscal year (July through June) during normal business hours for an annual physical under the following conditions:

- A. The physical must be with the employee's primary care physician;
- B. The physical must be documented as an annual physical;
- C. The documentation of the annual physical must be forwarded to the Department of Human Resources;
- D. No special time reporting is needed because annual physical leave will show on time reporting records as time worked.

XI. BEREAVEMENT LEAVE AND PROCEDURE

- A. A regular full-time employee who experiences the death of an immediate family member may take off up to ~~three~~ twenty-four (24) (3) hours ~~working days~~ with pay to attend services and handle related matters within one (1) week after the death occurs. Alternatively, and in lieu of receiving bereavement leave within one (1) week of the death, in circumstances where the service may be delayed due to reasons outside of the employee's control, upon written request of the Director of Human Resources, up to twenty-four (24) hours of bereavement leave may be used on or consecutive to the date of service. An immediate family member is defined as mother, father, parent-in-law, step-parent, spouse, grandparent, grandchild, child, step-child, brother, sister, step-sibling, foster parent, or foster child as recognized by law, or other persons residing with the employee. The employee should notify his or her supervisor as soon as possible of the death and plans to take bereavement leave.
- B. Bereavement leave should be coded as **BEREAVEMENT** on time reporting records.
- C. Temporary full-time and part-time employees are not eligible for paid bereavement leave.
- D. If an employee needs more than ~~three (3) days~~ twenty-four (24) hours of bereavement leave, the employee may use up to ~~three (3)~~ twenty-four (24) additional ~~days~~ hours of any available leave for bereavement purposes. If sick leave is used for additional bereavement leave and is coded

BEREAVEMENT SICK on time reporting records, an employee's use of sick leave for bereavement purposes will not be counted against the employee's eligibility under the sick leave incentive program (see Section VIII of this Policy).

XII. WORKERS' COMPENSATION DISABILITY LEAVE

A. If an employee suffers a compensable workers' compensation illness or injury and is unable to work, he or she will receive temporary total disability benefits from the County's third-party administrator and as provided by Maryland and other applicable law. These benefits are due only if the employee is off work more than three (3) days and will be administered according to applicable State and federal statutes, laws, rules, and regulations.

B. An employee's workers' compensation disability period will not be deducted from the employee's accrued vacation, personal, or sick leave balances. In addition, the employee's regular accruals of benefit time will continue during the period of workers' compensation disability leave. However, this workers' compensation disability period of leave will be calculated toward and will run concurrently with any approved period of absence allowed under the FMLA.

B. _____

C. While an employee is on workers' compensation disability leave, the County will continue the employee's health, life, and disability benefits during the leave period at the same level and under the same conditions as if the employee were continuing to work, paying both the employer's share and the employee's share of benefit premiums. Upon the employee's return to work, the employee will repay the County for the amounts paid by the County for the employee's share of the benefit premiums during the period of workers' compensation disability leave. The employee's repayment will be made by the employee's payment of an additional 25% above the employee's share of the benefit premium for each pay period until the County is repaid in full. Repayment amounts will be automatically deducted from the employee's paycheck. Alternatively, the employee may elect to pay the employee's share of benefit premiums while on workers' compensation disability leave.

D. An employee who is released to duty with medical restrictions may be eligible to participate in the County's modified duty assignment program on a case-by-case basis.³

~~D.E.~~ See **Vacation Leave, Section III. F.** of this policy, establishing guidelines for

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³ See Policy No. PR-17 Modified Duty Procedure.

stopping vacation benefits for employees on extended workers' compensation absences and beginning vacation benefits after the employee returns to work.

XIII. FAMILY AND MEDICAL LEAVE

See Policy No. PR-15 Family and Medical Leave (FMLA).

XIV. ADMINISTRATIVE LEAVE OF ABSENCE WITH PAY

Any approved administrative leave or leave of absence with pay is available only sparingly, on a case-by-case basis, upon the recommendation of the department head and in concurrence with the Director of Health and Human Services and the County Administrator.

Exception: On an annual basis, employees who live in Washington County, Maryland, and are a registered voter of Maryland may be granted eight (8) hours of administrative leave, upon request and approval, to volunteer as election worker at Washington County polling places. Consideration should be given to the operations of the department when considering this benefit.

XV. ADMINISTRATIVE LEAVE OF ABSENCE WITHOUT PAY

Upon an employee's exhaustion of available paid leave, department heads and elected officials may, at their discretion, grant up to five-forty (40) hours (5) days of administrative leave or leave of absence without pay within each fiscal year. The County Administrator will review all requests for administrative leave or leave of absence without pay for more than forty (40) hours five (5) days on a case-by-case basis. Such requests must be made in writing through the department head to the County Administrator, specifically stating the reasons for the request and the covered time period. The department head will accompany an employee's request with a written recommendation for approval or disapproval and state the supporting reasons if disapproval is recommended. The employee may initiate a grievance under the County's grievance procedure⁴ if he or she is dissatisfied with the disapproval. For an employee who is on extended unpaid leave, the accruals of sick and vacation leave will be suspended until the employee returns to work.

XVI. SHORT-TERM DISABILITY

See Policy No. EB-4 Short-Term Disability.

XVII. LONG-TERM DISABILITY

The County provides for long-term disability benefits with eligibility determined by the County's insurance carrier on a case-by-case basis. Employees who require

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more information regarding long-term disability should contact the Department of Human Resources.

XVIII. REPORTING DOCUMENTATION, AND RETURN TO DUTY REQUIREMENTS

- A. If an employee cannot report to work because of illness, his or her supervisor must be notified as soon as possible. Each department head will develop and post notification requirements specifically applicable to their areas of responsibility. If an employee experiences an extended illness of several days' duration, the employee must keep his or her supervisor informed at regular intervals (no less than weekly) of the state of his or her condition and expected return-to-work date.
- B. Sick leave taken for three (3) consecutive work days or more must be substantiated by a statement from a licensed healthcare provider on professional letterhead, signed and dated by the provider, indicating the dates or anticipated dates of the employee's absence, the probable duration of the employee's illness or condition, and the employee's fit-for-duty status.
- C. Each department head is responsible for notifying the Department of Human Resources when an employee is absent for three (3) or more consecutive days for the same health-related reason. Each department head is responsible for forwarding medical and disability statements to the Department of Human Resources for inclusion in personnel files.
- D. The Department of Human Resources will distribute periodic absence utilization reports to department heads, division directors, and the County Administrator.

Policy Actions

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Agenda Report Form

Open Session Item

SUBJECT: Retention of Government Relations Consultant and Lobbyist

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Kirk Downey, County Attorney

RECOMMENDED MOTION: Move to retain Bruce C. Bereano as the County's government relations consultant and lobbyist for the 2024 Session of the Maryland General Assembly upon the terms set forth in the proposed Engagement Letter dated November 6, 2023.

REPORT-IN-BRIEF: To consider the retention of government relations consulting and lobbying services.

DISCUSSION: Bruce C. Bereano has served the Board of County Commissioners as its government relations consultant and lobbyist for seven (7) years. Mr. Bereano has offered to again serve in this role for the 2024 General Assembly session for a fixed engagement fee of \$10,000.00 plus \$100.00 for the lobbying registration fee. The term of his representation would be the calendar year of 2024.

Mr. Bereano's services include monitoring legislation; arranging and attending meetings with legislative and executive branch officials; providing counsel and advice concerning political and legislative matters; and delivering other customary government relations and lobbying services. Mr. Bereano's retention as the County's government relations consultant and lobbyist would provide the County with an ongoing presence and voice in Annapolis, as Mr. Bereano regularly attends delegation meetings, bill hearings, and other political events.

FISCAL IMPACT: \$10,100 from Commissioner's Contingency

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Engagement Letter from Bruce Bereano

AUDIO/VISUAL NEEDS: None

THE OFFICE OF
BRUCE C. BEREANO
191 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MARYLAND 21401
410-267-0410 ANNAPOLIS AREA
410-269-5330 BALTIMORE AREA
301-261-1100 WASHINGTON D.C. AREA
410-267-0177 FAX
BRUCE@LOBBYANNAPOLIS.NET

November 6, 2023

The Honorable John Barr
President
Washington County Commissioners
100 West Washington Street, Room 226
Hagerstown, Maryland 21740

Dear President Barr:

In preparation for the upcoming 2024 Session of the Maryland General Assembly which convenes January 10, 2024, and for calendar year 2024, I write to propose to the Washington County Commissioners to represent and serve the Commissioners as their government relations consultant and lobbyist in Annapolis during the upcoming 2024 session of the General Assembly and before the Executive Branch of State Government. The term of my representation would be the calendar year of 2024.

I have appreciated and enjoyed representing the County for the past 7 years and I would be happy and willing to continue to act in such a capacity for the proposed same fee of \$10,000 plus reimbursement for the \$100.00 lobbying registration fee.

The scope and nature of the government relations and lobbying services I would provide the Washington County Commissioners would include the following:

1. Making available the depth and breadth of my relationships and network, and experience developed over the past 52 years in government and politics in Maryland;
2. Provide government and political strategic advice and counsel concerning relationships with government elected and appointed officials;
3. Arrange and attend meetings for the County Commissioners with key legislative and executive branch officials;

4. Advise and inform the County Commissioners of particular events and functions which are good networking opportunities and ways to increase the presence and involvement in relationship development for the County;
5. Focus my efforts and attention on areas of interest and agenda of the County with the legislature and executive branches of government as requested;
6. Meet and work with Washington County Commissioners as and when requested concerning issues, problems and assistance I can render with State government officials, agencies;
7. Register as a lobbyist for the Washington County Commissioners as required by law and comply with all legal requirements;
8. Customary and usual professional lobbying and government relations activities and efforts on behalf of the Washington County Commissioners;
9. Assist in advocating and representing Washington County on legislation as indicated;
10. Keep the Washington County Commissioners fully informed of my activities and efforts on their behalf and maintain current and clear communications in this regard;
11. Assist in securing meetings with key government appointed and elected officials and attend any and all such meetings which are arranged;
12. Provide any other and further services and functions as requested and desired by the County Commissioners relative to my role and function;
13. Attend all Washington County Delegation meetings during the legislative session and work in harmony and coordination with the Washington County legislative Delegation and be of assistance;
14. Work closely with the Washington County Commissioners on their legislative agenda and priorities for the 2024 legislative session;

It is also understood and agreed that you hereby certify and declare that Bruce C. Bereano hereby is authorized to act as a lobbyist and government relations representative on behalf of the Washington County Commissioners for the time period of November 1, 2023 through October 31, 2024 as to matters between them.

I would very much appreciate the opportunity to work with the Washington County Commissioners, and you can be assured of my fullest professional and dedicated services.

Please feel free to discuss this matter further with me or let me know any questions you or the other Commissioners may have. I of course am willing and available to meet with the County Commissioners to further discuss and decide this matter. If this arrangement is agreeable and acceptable please sign and return to me one of the enclosed copies for my files. Thanking you in advance for your consideration and time, I am

Sincerely,



Bruce C. Bereano

Intending to be legally bound, the parties have duly executed this Agreement below:

Washington County Commissioners

By: _____

The Honorable John Barr
President
Washington County Commissioners
100 West Washington Street, Room 226
Hagerstown, Maryland 21740

Date: _____



Bruce C. Bereano
191 Duke of Gloucester Street
Annapolis, Maryland 21401

Date: November 6, 2023