



## COORDINATING COMMITTEE

**PUR-1450**  
**REQUEST FOR PROPOSALS**  
**REGARDING QUALIFICATIONS & EXPERIENCE /**  
**TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR**  
**AVIATION ENGINEERING SERVICES**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals, and Price Proposals from Aviation Engineering Firms to provide professional engineering services at the Hagerstown Regional Airport.

The Washington County Coordinating Committee shall be evaluating submissions to this request and select a firm deemed responsive, responsible and most qualified and experienced. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications & Experience Proposals. The format for submittals, information regarding the scope of work, and selection criteria used by the Committee is available from either the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, telephone 240-313-2330, or from the Washington County website: [www.washco-md.net](http://www.washco-md.net) by accessing "**Quick Links/Open Bid Invitations-Purchasing Department**". Inquiries should be directed to Rick F. Curry, CPPO – Director of Purchasing, at the above address.

Proposers shall make a good faith effort to obtain Disadvantaged Business Enterprise (DBE) participation of three and one quarter (3 ¼ %) percent of the dollar value of the Contract in accordance with the Federal Aviation Administration (FAA) DBE Program, 49 CFR 26, and the goals established by the Airport.

A Pre-Proposal Conference will be held on **Friday, November 8, 2019 at 11:00 A.M., (EST/EDT)** at the Airport Terminal Conference Room at 18434 Showalter Road, Hagerstown, Maryland. Attendance is not mandatory but is strongly encouraged.

Please submit one (1) original, five (5) copies of submittals and six (6) flash drives of Qualifications & Experience/Technical Proposals enclosed in a sealed opaque envelope marked "**Q & E/Technical Proposal – Aviation Engineering Services**", and one (1) original, five (5) copies and six (6) flash drives of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – Aviation Engineering Services**" are due into the Office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EST/EDT), Tuesday, November 26, 2019**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with

providing the above-required information for the Committee's review may result in disqualification of that firm.

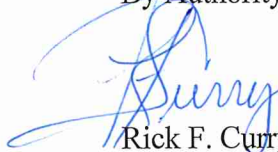
**NOTE: All Proposers must enter the County Administration Complex through either the front door, 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government implemented new security protocols at the Washington County Administration Complex at 100 West Washington Street, Hagerstown, effective February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type: firearms, ammunition and explosive devices; cutting instruments of any type – including knives, scissors, box cutters, work tools, knitting needles or anything with a cutting edge, etc.; pepper spray, mace or any other chemical defense sprays; and illegal substances.**

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Proposal Conference.

The Board of County Commissioners of Washington County reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:

  
Rick F. Curry, CPPO  
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND



## COORDINATING COMMITTEE

**PUR-1450**

**REQUEST FOR PROPOSALS  
REGARDING QUALIFICATIONS & EXPERIENCE  
PROPOSALS AND PRICE PROPOSALS FOR  
AVIATION ENGINEERING SERVICES**

**October 31, 2019**

### **I. GENERAL**

The Board of County Commissioners of Washington County, Maryland (County) is requesting Qualifications and Experience/Technical Proposals, and Price Proposals from aviation engineering firms to provide professional engineering services at the Hagerstown Regional Airport, Hagerstown, Maryland. The duration of the contract shall be for a period of two (2) years from the date of contract execution by the Board of County Commissioners of Washington County, Maryland with an option by the County to renew for up to three (3) consecutive one-year periods subject to written notice by the County at least sixty (60) calendar days prior to each expiration date. The engineering services will be for airport improvement projects that will include, but not be limited to, airport facility modifications and expansion, terminal parking area expansion, land use planning, acquisition and development, lease review, lawn grooming and snow removal equipment design and bidding, inspection services grant administration, PFC consultation, Disadvantaged Business Enterprise (DBE) consultations, additional airline passenger service, and general airport planning and coordination.

### **II. SCOPE OF WORK**

The services to be performed shall include but not be limited to aviation planning services, architectural/engineering services for airport development projects, and incidental services as follows:

- A. The consultant shall be responsible for application for State and Federal funding, engineering, design, bid documents, and construction/project supervision for the projects and for compliance with State and Federal and local laws, guidelines and orders. Complete knowledge of all applicable laws, regulations, etc., of Federal Aviation Administration (FAA) and Maryland Aviation Administration (MAA) is required.

- B. Utilizing a full-service approach, the consultant shall be called upon to provide necessary expertise and technical services on a variety of airport related subjects/projects (i.e., grant application assistance; periodic review of lease agreements; as needed, review of private sector development affecting the Airport, revision of DBE plan and completion of necessary DBE reports, etc.)
- C. It is anticipated that AIP projects will continue. The consultant shall be responsible for providing all necessary services related to future projects. A list of tentative projects is included as Attachment No. 1 and the Washington County Capital Improvement Program Budget is included as (Attachment No. 2).

### **III. PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held on **Friday, November 8, 2019 at 11:00 A.M., (EST/EDT)** in the Airport Terminal Conference Room at 18434 Showalter Road, Hagerstown, Maryland. Attendance is not mandatory but is strongly encouraged. It is the proposer's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal.

### **IV. CONTENT OF PROPOSALS**

It is requested that proposals contain the following information:

- A. The firm's overall qualifications and specific experience of key personnel who will be assigned to the projects.
- B. Complete list of sub-consultants the firm intends to use to assist with our projects along with their overall qualifications and specific experience of key personnel.
- C. Information relative to the firm's experience with FAA and MAA funding programs.
- D. List of ongoing projects of the firm indicating location, general scope, and expected completion date of each. Complete project description, nature of firm's responsibilities, project owner's name and reference contact with current telephone number.
- E. A summary of projects accomplished in the last three (3) years involving planning, design, environmental and construction projects at similar airports to include a listing of airport sponsors and telephone numbers of contact persons.
- F. Information regarding availability of the firm to accomplish our projects in a timely manner.
- G. Information relative to the criteria outlined in Attachment No. 5 herein.
- H. The successful Consultant must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate Insurance as outlined in Washington County Policy of Insurance Requirements for Independent Contractors (Attachment No. 3).
- I. Professional Liability - Consultants must provide prior to execution of a contract evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars,

with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts. Evidence of coverage must be provided prior to the beginning of each subsequent term of the contract.

- J. Certificates of Insurance shall be provided as required at no additional cost to the County.
- K. The proposal must be accompanied by a fully executed Affidavit (Attachment No. 4) executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- L. Proposals must give the full name and address of the proposer, and the person signing the proposal should indicate his/her authority to bind the firm in a contract.
- M. Any other information considered relevant.

## **V. RESPONDENT EVALUATION**

Each respondent will be evaluated based upon information submitted in response to Section IV and relative to the criteria contained in (Attachment No. 5) herein. Consultants shall also provide sufficient information to address each evaluation criteria contained in (Attachment No. 5) for the Coordinating Committee members to make an informed evaluation of each firm's proposal. The approval or disapproval of Consultants will be determined by this Committee based on your response to this request and on past performance. However, no assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of your abilities. Failure to comply with providing the required information for the Committee's review may result in disqualification of that firm.

## **VI. TERMS AND CONDITIONS**

- A. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- B. Any agreement or contract resulting from the acceptance of proposal shall be on forms (Attachment No. 6) approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- C. The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Hagerstown Airport Director.
- D. No reports, information or data given to or prepared by the Consultant under the contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Hagerstown Airport Director.
- E. Respondents are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), the response must include a

statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.

- F. The County reserves the right to not hold discussions after award of the contract.
- G. By submitting a proposal, the Consultant agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- H. In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Proposer shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- I. Effective October 1, 1993, in compliance with Section 1-106 (b) (3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- J. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.

## **VII. SELECTION PROCESS**

- A. A select number of firms deemed most qualified shall be interviewed by the Coordinating Committee and, on the basis of the interviews using the above criteria, the County will rank in order of preference two (2) or more firms deemed to be most qualified. Negotiations will then be conducted beginning with the firm ranked first. If a contract that is satisfactory and advantageous to the County can be negotiated, the award shall be made to that firm. Otherwise, negotiations with the firm ranked first will be formally terminated and negotiations will be initiated with the firm ranked second, and so on until a contract can be negotiated. The selected Consultant shall be required to enter into a master contract agreement with the County, a copy of which is attached (Attachment No. 6) for your information. Individual work authorizations, an outline of the scope of work, and a budget will be prepared for each project during each annual contract term of the master agreement. Liquidated damages per calendar day will be assessed against the consultant for failure to comply with individual project schedules. These assessments will be negotiated for each project prior to the start of each project.

- B. The Coordinating Committee shall be comprised of the Airport Director (Committee Chairman Designee), County Director of Purchasing, Airport Operations & Terminal Manager, Director of Public Works, and Director of Engineering.
- C. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Consultant Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/2019/01/budfin-purch-ProcurementPolicy.pdf> and FAA Guidelines that shall be used on this project. No proposal preparation expense will be paid by the County relative to your response to this solicitation. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.

## **VIII. PROPOSAL SUBMITTALS**

- A. The approval or disapproval of Consultants shall be determined by their response to this request and on past performance with Washington County. No assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of your abilities.
- B. Since it is the County's desire to select the most qualified firm, the Coordinating Committee reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within fourteen (14) calendar days following notification.
- C. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide to the County the services set forth herein.
- D. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- E. It is expected that the contract award will be made within sixty (60) calendar days after the receipt of proposals. The contract will be awarded to the Consultant whose proposal, conforming to this request, will be the most advantageous to the County. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
- F. Proposals must give the full name and address of proposer, and the person signing the proposal shall indicate his/her title and/or authority to bind the firm in a contract and provide their contact information to include phone number and e-mail address.
- G. Proposals cannot be altered or amended after they are opened.

## **IX. TERMINATION**

- A. Should the Consultant remove or attempt to replace personnel without written approval by the Hagerstown Regional Airport, the County may terminate the contract.

- B. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time without explanation or recourse.

## X. RESERVATIONS

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

## XI. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the Consultant's responsibility to become familiar with all information necessary to prepare a proposal. Any Proposer who finds discrepancies in, or omissions from the documents or who is in doubt as to their meaning, should at once request in writing an interpretation from Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, MD 21740, FAX: 240-313-2331 or send questions in Microsoft Word platform via-email to [purchasingquestions@washco-md.net](mailto:purchasingquestions@washco-md.net)

All necessary interpretations will be issued to all proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. No requests received after **4:00 P.M., (EST/EDT) Friday, November 15, 2019** will be considered. Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Director of Purchasing to all interested parties, and such addenda shall become part of the contract documents.

## XII. INSTRUCTIONS FOR SUBMITTING PROPOSALS:

- A. To be considered to perform the above services, please submit one (1) original and five (5) copies and six (6) flash drives of your submittal regarding your Qualifications & Experience/Technical information enclosed in a sealed envelope marked "**Q & E/Technical Proposal – Aviation Engineering Services**" concurrently with one (1) original, five (5) copies of submittals and six (6) flash drives of the Price Proposal enclosed in a separately sealed opaque envelope marked "**Price Proposal – Aviation Engineering Services**" to

Rick F. Curry, CPPO, Director of Purchasing  
Washington County Purchasing Department  
Washington County Administration Complex  
100 West Washington Street, Third Floor, Suite 3200  
Hagerstown, MD 21740

no later than **4:00 P.M. (EST/EDT), Tuesday, November 26, 2019**. The Price Proposal shall be opened only if the firm is considered qualified and responsive to this request after detailed review of the Q & E / Technical Proposal by the Coordinating Committee. Failure to comply with



providing the above-required information and to answer all questions in this RFP for the Committee's review may result in the proposal being deemed non-responsive. Late proposals will be returned unopened if the proposer's return address is shown on the envelope.

- B. Firms interested in providing the services described above are requested to submit the following information, in order specified by sections as indicated below. Please be sure that each section provides answers for specific questions, includes all items requested, and does not exceed the specified page limits. **(DO NOT INCLUDE ANY PRICE INFORMATION IN ANY TRANSMITTAL LETTER NOR IN THE QUALIFICATIONS AND EXPERIENCE / TECHNICAL SUBMITTAL OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.)**

Sincerely,



Rick F. Curry, CPPO  
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY, MARYLAND

RFC:ljt

Attachments (6)

cc: Coordinating Committee Members

**HAGERSTOWN REGIONAL AIRPORT  
TENTATIVE LIST OF PROJECTS**

- Snow and Ice Control Equipment acquisition
  - a. Rotary Plow with Snow Broom
  - b. Aircraft De-Ice Vehicle
  - c. Runway Sweeper
  
- Lawn care equipment acquisition
  - a. Airfield Zero Radius Mower
  - b. Flail Mower
  
- Airfield Improvements
  - a. TW A/D Rehabilitation (Phase II Construction)
  - b. TW C and Terminal Loop Rehabilitation (Phase II Construction)
  - c. TW T (Phase I and II Design and Construction)
  
- Fuel Farm Relocation (Design and Construction)
  
- Land Acquisition and development
  
- Terminal Expansion Project
  - a. To include expansion of the hold area, and Administrative Offices
  
- Airport Layout Plan updates

Location : Hagerstown				Hub: N				Sponsor: 2402												
Airport: Hagerstown Regional Airport - Richard Henson Field																				
9/25/2019																				
Project Year and Description	CY-2020-2021				CY-2021-2022				CY-2022-2023				CY-2023-2024				CY-2024-2025			
	Prim Ent.	Disc.	MAA	County	Prim Ent.	Disc.	MAA	County	Prim Ent.	Disc.	MAA	County	Prim Ent.	Disc.	MAA	County	Prim Ent.	Disc.	MAA	County
<b>FFY 2020</b>																				
Wildlife Assessment	\$ 90,000	\$ -	\$ 5,000	\$ 5,000																
Rehabilitate Runway 9-27	\$ 910,000	\$ 4,400,000	\$ 300,000	\$ 300,000																
<b>SFY 2021</b>																				
Foam Test Equipment and Live Scan Machine			\$ 28,553	\$ 9,516																
Security Improvements - Phase 5			\$ 108,000	\$ 37,000																
T-Hangar Replacement - # 1, 2, and 3				\$ 32,000																
<b>FFY 2021</b>																				
Acquire Land for Development - Fairchild (RVZ)					\$ 2,000,000	\$ 111,111	\$ 111,111													
Procure and Install Passenger Boarding Bridge					\$ 1,000,000	\$ 55,556	\$ 55,556													
<b>SFY 2022</b>																				
T-Hangar Replacement - # 1, 2, and 3								\$ 32,000												
Equipment Replacement																				
<b>FFY 2022</b>																				
Acquire Land for Development - Phase 1									\$ 730,000	\$ 4,270,000	\$ 277,778	\$ 277,778								
Reconstruct Taxiway F (Design)									\$ 270,000		\$ 15,000	\$ 15,000								
<b>SFY 2023</b>																				
Thermoplastic Marking Applications																				
<b>FFY 2023</b>																				
Acquire Land for Development - Phase 2													\$ 5,000,000	\$ 277,778	\$ 277,778					
Reconstruct Taxiway F (Construction)													\$ 1,000,000	\$ 3,500,000	\$ 250,000	\$ 250,000				
<b>SFY 2024</b>																				
Snow Removal Equipment Building Expansion (Design)													\$ 270,000	\$ 15,000	\$ 15,000					
<b>FFY 2024</b>																				
Acquire Land for Development - Phase 3																		\$ 5,000,000	\$ 277,778	\$ 277,778
<b>SFY 2025</b>																				
Snow Removal Equipment Building Expansion (Construction)																	\$ 1,000,000	\$ 2,700,000	\$ 150,000	\$ 150,000
<b>Entitlement/Discretionary Totals</b>																				
Total Federal Funds	\$ 1,000,000	\$ 4,400,000	\$ 441,553	\$ 383,516	\$ 1,000,000	\$ 2,000,000	\$ 166,667	\$ 198,667	\$ 1,000,000	\$ 4,270,000	\$ 292,778	\$ 292,778	\$ 1,000,000	\$ 8,770,000	\$ 542,778	\$ 542,778	\$ 1,000,000	\$ 7,700,000		
Total MAA Funds (Special Projects Grants)			\$ 441,553.00				\$ -				\$ 292,778.00			\$ -				\$ -		
County Funds			\$ 383,516.00				\$ 32,000.00				\$ -			\$ -				\$ -		\$ -
FFY = Federal Fiscal Year (Oct.1 to Sept. 30)																				
SFY = State Fiscal Year (July 1- June 30)																				

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

**ADOPTION DATE:** August 29, 1989

**EFFECTIVE DATE:** September 1, 1989

**FILING INSTRUCTIONS:**

**I. PURPOSE**

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

**II. ACTION**

The following should be inserted in all Independent Contractor Contracts:

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

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

Minimum Limits Required:

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

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

Minimum Limits Required:

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

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

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

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

Minimum Limits Required:

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

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

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

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

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

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

WASHINGTON COUNTY, MARYLAND  
PURCHASING DEPARTMENT  
AFFIDAVIT

Proposal Number (PUR-1450)  
(Must be completed, signed, and submitted with the Proposal.)

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above  
named (Print Signer's Name) (Print Office Held)

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

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME PRINTED

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

<b>PUR-1450                      HAGERSTOWN REGIONAL AIRPORT                      AVIATION ENGINEERING SERVICES EVALUATION                      2019</b>			
Numerical Rating (1 = least – 10 = best)			
	<b>FIRM</b>		
Geographic Location (Accessibility)			
Interest in service to HGR			
Reputation for Competence and Response			
Current Availability and Workload			
Degree of Self Sufficiency (Staffing)			
Key Personnel Qualifications (Exp/Ed)			
AIP experiences comparable to HGR			
Reputation for on-site AIP inspection			
Ability to describe, specify, and cost AIPS			
Reputation for AIP Project Quality			
History of AIP Schedule Performance			
AIP Value Engineering History			
AIP land acquisition experience			
History of AIP Cost Performance			
Environmental Expertise (Noise/Water/etc)			
In-House facilities (CADD/Pubs/Data Proc)			
Technical and Administrative AIP Support			
Knowledge of FAA and MAA orgs/Regs			
Experience with FAA/MAA grant processes			
Experience with PFC processes			
DBE sub-consultant history			
Conformance to Affirmative Action Rqmt			
Airport Master Plan experience			
<b>Total</b>			

**Recommended Selection:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Coordinating Committee Member**

**PUR-1450  
AGREEMENT  
BY AND BETWEEN  
BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY, MARYLAND**

**AND**

**I. PARTIES**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, (the "County") and \_\_\_\_\_, a \_\_\_\_\_ corporation, (the "Consultant").

**II. WORK EFFORT**

The Consultant hereby agrees to undertake those work efforts generally and specifically defined within the Washington County Request for Proposal dated \_\_\_\_\_, and all addenda, (collectively the "RFP") and the Consultant's Proposal dated \_\_\_\_\_ (the "Proposal"), the contents of said RFP and Proposal are incorporated by reference as if entirely stated herein, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of this Agreement and the RFP shall control, prevail and supersede the terms and conditions of the Proposal.

This Agreement will serve as the basic understanding of the parties and will be supplemented by a series of specific project proposals which will be individually reviewed and authorized for each identified project or program at the Hagerstown Regional Airport, hereinafter called the "Project."

A. Basic Services of the Consultant

(A.1) General - The Consultant shall provide for the County professional engineering services in all phases of the Project referred to it by the County as hereinafter provided. These services will include serving as the County's professional engineering representative for the Project, providing professional engineering consultation and recommendations and furnishing customary engineering services and customary architectural services incidental thereto. The Consultant agrees to comply with all applicable Federal, State and local laws in the conduct of the work contemplated by this Agreement.

(A.2) Specific Projects - Projects may be assigned by the County for any or all of the phases defined below. Prior to any work on any project, the Consultant will document the project goals, description, schedule, and price in a proposal to the County for review and approval. The terms and conditions of this Agreement shall be referenced in each subsequent project proposal.



(A.2.a) Preliminary Design Phase - After authorization to proceed with the Preliminary Design Phase, the Consultant shall:

(A.2.a.i) In consultation with the County, determine the general scope, extent and character of the Project, and meet with the Federal Aviation Administration (FAA) and Maryland Aviation Administration (MAA), as appropriate.

(A.2.a.ii) Prepare Preliminary Design Documents consisting of design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

(A.2.a.iii) Conduct necessary engineering studies and surveys required for preliminary design.

(A.2.a.iv) Based on the information contained in the Preliminary Design Documents, prepare preliminary cost estimates.

(A.2.a.v) Furnish copies of the above Preliminary Design Documents and present and review them in person with the County for approval.

(A.2.b) Final Design Phase - After written authorization to proceed with the Final Design Phase, the Consultant shall:

(A.2.b.i) On the basis of the accepted Preliminary Design Documents, prepare final Drawings and Specifications to show the general scope, extent and character of the work to be furnished and performed by Contractor. Submittals of Drawings would generally be made at the 30 percent, 60 percent, and final stages of completion.

(A.2.b.ii) Provide technical criteria, written descriptions and design data for the County's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project and assist the County in consultations with appropriate authorities.

(A.2.b.iii) Furnish to the County a revised cost estimate based on the Drawings and Specifications.

(A.2.b.iv) Prepare for review and approval by the County contract Agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

(A.2.b.v) Conduct design conferences to obtain information and resolve design matters.

(A.2.b.vi) Prepare an Engineer's Report summarizing the design process and major Project elements.

(A.2.b.vii) Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with the County. Reproducible copies of design drawings and specifications will be made available to the County.

(A.2.c.) Bidding or Negotiating Phase - After authorization to proceed with the Bidding or Negotiating Phase, the Consultant shall:

(A.2.c.i) Print appropriate number of sets of plans and specifications for bidding purposes.

(A.2.c.ii) Assist the County in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend Pre-Bid Conferences.

(A.2.c.iii) Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

(A.2.c.iv) Consult with and advise the County as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor.

(A.2.c.v) Attend the bid opening, prepare bid tabulation sheets and assist the County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

(A.2.d) Construction Phase. During the Construction Phase, the Consultant shall:

(A.2.d.i) Assist the County in conducting the Pre-Construction Conference, and shall advise the County in all areas, as may be required, during construction.

(A.2.d.ii) Review and approve all construction shop drawings, material certificates and mix designs.

(A.2.d.iii) Review work in progress periodically and make progress evaluations to the County.

(A.2.d.iv) Provide assistance in reviewing the Contractor's requests for payment; and prepare and conduct negotiations of change orders as required.

(A.2.d.v) Conduct final inspection and prepare a construction report summarizing design logic, construction methods, quality and quantities, contract compliance, problems encountered, contract modifications, test results and contract schedule.

B. Special Services of the Consultant

(B.1) General. The development of some projects may involve activities or studies outside the scope of basic design services routinely performed by the Consultant. These special services may vary greatly in scope, complexity, and timing, and may involve specialized disciplines.

(B.2) Special Services. Special services which may be requested of the Consultant by the County could include:

- Soils/pavement investigations, laboratory tests, related analyses, and reports.
- Laboratory inspections of materials and equipment.
- Field surveys and topographic mapping.
- Photogrammetric surveys.
- Environmental studies or assessments.
- Assistance in litigation.
- Project feasibility studies.
- Public information activities and community/county meetings.
- Preparation of record drawings.
- Preparation of property maps.
- Full-time on-site resident engineering/inspection services.
- Assistance in the preparation of necessary applications for grants.
- Update of the Airport Layout Plan (ALP).
- Construction management
- Assist the County Disadvantaged Business Enterprise Liaison Officer

C. Additional Services

Extra work may be authorized where a change occurs in the scope of this Agreement and/or approved supplementary proposals and/or specific project proposals. Additional work beyond basic design services or special services may be authorized by the County. All extra or additional services must be authorized, in writing, by the County prior to the performance of the work. Extra or additional services will be paid for by the County at a mutually acceptable cost, based on review and approval of the Consultant's proposal for such services. Engineering costs associated with items not eligible for Federal aid shall be identified.

### III. PERIOD OF SERVICE (TERM) AND SCHEDULES

This Agreement will remain in force for a period of two (2) years from the date of County's execution of same, with an option by the County, in its sole discretion, to renew for up to three (3) additional consecutive one (1) year periods. Individual project assignments will be completed in accordance with the schedule contained in the specific approved project proposals.

Failure to maintain the scheduled level of effort as set forth and prescribed and/or deviation from the schedule established in each assignment without prior approval of the County shall constitute authority for issuance of a Termination Notice in accordance with Section IV of this Agreement, except wherein circumstances beyond the control of the Consultant and so concurred in writing by the County shall warrant alteration, adjustment or deviation from the schedule.

### IV. TERMINATION

The County may upon written notice to the Consultant terminate the performance or work under this Agreement, in whole or part, in accordance with the following criteria:

- A.1 If the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default the County may terminate the Agreement.
- A.2 If the Consultant fails to provide an approved replacement as required by the RFP within one (1) working day of the departure of the individual being replaced, the County shall have the right to terminate this Agreement, immediately, without notice or opportunity to cure.
- B. If the County shall determine, in its sole discretion, that termination is in the best interest of the County the County may terminate the Agreement, in whole or in part, at any time during the term of this Agreement.

Any termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated and the effective date of such termination. If this Agreement is terminated as provided for in this section, the Consultant shall be entitled to compensation only for satisfactory work completed up to the effective date of termination.

If after termination of this Agreement or any part thereof for default, under "A.1" or "A.2" above, it is determined that the Consultant was not in default pursuant to "A.1" or "A.2", or that the Consultant's failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under subparagraph "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Consultant shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and shall furnish a report, as of the date or receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting there from and such other matters as the County may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Consultant. The County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the County from the Consultant is determined.

## V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement between the Consultant and County shall be decided by the County Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Either party may appeal the decision of the County Administrator to any court of competent jurisdiction under the rules for judicial review of agency decisions.

## VI. AUDIT

- A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance under this Agreement and any Federal, State or local law, rule or regulation, in accordance with accepted professional practice, and appropriate accounting procedures and practices. The Federal Aviation Administration, the Comptroller General of the United States and Washington County, Maryland or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to Paragraph (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- C. Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the Project. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

## VII. DEFECTIVE WORK

The performance of services or County acceptance of required documentation shall not relieve the Consultant from the obligation to remedy any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the Consultant on demand, within a reasonable time, and at no cost to the County. "Defective work" includes, without limitation, such matters as erroneous tabulations, incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. caused by error or omission for a period of twelve (12) months after the acceptance of said items by the County.

With regard to any construction resulting from services as between the parties to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

## **VIII. CHANGES**

The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the compensation to the Consultant, shall be incorporated in a written change order to the purchase order to this Agreement and payment or adjustment effected as set forth in Section XIV of this Agreement.

## **IX. WAIVERS**

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

## **X. COUNTY-FURNISHED DATA**

All information, data, reports, records and maps as are existing and identified by the Consultant, available to the County without significant cost, and necessary for the work, shall be furnished to the Consultant without charge by the County. The County shall cooperate with the Consultant in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Consultant for such support are made known to the County in advance of such need. The County shall do the following in a timely manner:

- A. Designate a person to act as the County's representative.
- B. Provide a full description of all assigned projects.
- C. Provide copies of all relevant reports, studies, plans, maps, etc., as identified by the Consultant and available to the County without significant cost. These items shall be furnished to the Consultant without charge by the County.
- D. Arrange for access to Hagerstown Regional Airport.
- E. Review all Engineer's submittals and provide comments.
- F. Attend design review meetings, pre-bid conferences, bid openings, pre-construction conferences, construction progress meetings, and other job-related meetings as deemed necessary by the County.

The County will not provide clerical assistance to the Consultant for this project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Consultant-produced data or documentation. However, County employees are free to participate in Consultant-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

## **XI. DATA RELEASE**

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the specific project proposals and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this study or any reports or other material pertaining to it

without the express written consent of the County except to comply with appropriate State and Federal requirements; and in such instances shall consult with the County prior to so doing. Further, materials approved for release by the Consultant cannot be distributed for profit.

The Consultant may publish information pertaining only to its service under this Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

## **XII. DOCUMENTATION**

Documentation to be provided shall be specified in the RFP and the specific project proposals.

## **XIII. MEETINGS**

When requested by the County, selected Consultant personnel shall attend meetings, conferences and presentations with County staff, public agencies, private organizations and others concerned with this project.

## **XIV. PAYMENT**

Compensation shall be made by the County to the Consultant in accordance with individually approved proposal amounts, as referenced in Section II (A.2).

## **XV. METHOD OF PAYMENT**

The Consultant will submit on its standard form a monthly invoice for the services rendered. The County shall compensate the Consultant for said services as mutually agreed upon between the parties. Each tasking agreement executed between the parties shall contain the manner in which payment for services will be calculated. The invoices shall indicate the percentage completion of each of the major tasks, and the total amount due for the billing period. In addition, the Consultant shall submit a monthly report, which will indicate progress during the billing period of each of the principal tasks, and the status of the various work products, which the Consultant is required to furnish as part of the Agreement. Reimbursable expenses will be invoiced at the actual cost of direct out-of-pocket expenses incurred in connection with all approved services.

The Consultant shall submit the original and two (2) copies of the invoice referenced above directly to the Hagerstown Regional Airport - Richard A. Henson Field, 18434 Showalter Road, Hagerstown, MD 21742. This invoice will be reviewed and verified for work accomplished as set forth in Sections II and III of this Agreement and when certified as acceptable, will be forwarded to the County Finance Officer for payment.

In event of dispute or defective work (Sections V and VII of this Agreement), the County reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

Payments will be made by the County not later than sixty (60) calendar days from the receipt of a proper invoice, except as provided herein. The County's failure to remit payment within sixty (60) days from that receipt date, except as provided for herein, may entitle the Consultant to interest at the rate of ten (10) percent per annum beginning on the 61<sup>st</sup> day.

## XVI. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

## XVII. EQUAL OPPORTUNITY EMPLOYMENT AND DBE ASSURANCES

### A. Equal Opportunity Employment

By signature hereon the Consultant agrees and affirms that he accepts and will conform to Maryland anti-discrimination law and all Federal and State law regarding equal opportunity employment.

The Consultant shall not:

- (1) fail or refuse to hire or discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of employment, because of such individual's race, color, religion, sex, age, sexual orientation, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or
- (2) limit, segregate or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of the individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

The Consultant shall comply with the regulations relative to non-discrimination on Federally assisted programs of the Department of Transportation ("DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, ("Regulations"), which are herein incorporated by reference and made a part of this Agreement.

The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, or national origin. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereof and shall permit access to its books, records, accounts, other sources of information, and its



facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

In addition, the Consultant further certifies that it now complies and shall continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

In the event of the Consultant's non-compliance with the non-discrimination provisions of this Agreement, the County shall impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Consultant under the Agreement until the Consultant complies; and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

B. DBE Assurances

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises (DBE), as defined in 49 CFR Part 26, as may be amended from time to time, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, as may be amended from time to time, apply to this Agreement. The Consultant agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR part 26, as may be amended from time to time, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as may be amended from time to time, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

## **XVIII. CONFLICT OF INTEREST**

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the study is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this study, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.
- B. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

## **XIX. EXECUTION OF AGREEMENT**

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the State of Maryland.

## **XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED**

### **A. Professional Liability**

The Consultant shall defend, indemnify and save harmless the County for all claims suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Consultant, his servants, or agents under this Agreement.

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

### **B. General Liability**

The Consultant shall defend, indemnify and save harmless the County from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Consultant, his servants, or agents, (other than arising out of Consultant's professional engineering services).

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

C. The Consultant shall not hold the County liable or responsible for any injuries to the employees, servants, agents, subcontractors or assignees of the Consultant arising out of or during the course of services relating to this Agreement.

D. The Consultant shall provide to the County evidence of insurance coverage satisfactory to the County providing coverage, including but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters referenced in (A) and (B) of this section (i.e. \$1,000,000 for Professional Liability and \$1,000,000 for General Liability) and shall name the Board of County Commissioners of Washington County, Maryland, its agents, elected and appointed officials, commission members and employees, as additional insureds under the Consultant's general liability policy.

## **XXI. COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any person, partnership, corporation,

or other entity, other than a bona fide employee or agent working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **XXII. SUBCONTRACTING OR ASSIGNMENT**

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided any such successor to the Consultant, whether such successor be an individual, a partnership or a corporation, is acceptable to the County, and neither this Agreement nor the services to be performed there under shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County.

## **XXIII. DELAYS AND EXTENSION OF TIME**

The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, for any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

## **XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the Agreement cost thereof. Such changes, alterations or modifications to the services provided for in this Agreement will be made by written change orders.

Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant will be processed by a written change order requisition and is effective only when the change order to the purchase order is issued.

## **XXV. AVAILABILITY OF DATA**

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the services required under this Agreement.

## **XXVI. OWNERSHIP OF DOCUMENTS**

The Consultant agrees that all data including but not limited to reports, electronic files, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for it under the terms of this Agreement shall at any time during the performance of the services be made available to the County upon request by the County and shall become and remain the property of the County upon termination or

completion of the services. The County shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided in the Agreement.

## **XXVII. DISSEMINATION OF INFORMATION**

During the term of this Agreement, the Consultant shall not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of the County.

## **XXVIII. SANCTIONS UPON IMPROPER ACTS**

If the Consultant, or any of its officers, partners, principals, or agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Consultant shall be liable for the refund of all fee or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights of remedies granted or available to the County.

## **XXIX. RESPONSIBILITY OF CONSULTANT**

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Professional Consultant, Architect or Engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Consultant under this Agreement.
- C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standard set forth in Paragraph A above, and such failure is made known to the Consultant within two (2) years after expiration of this Agreement, it shall, if required by the County to perform, at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedy available to the County under the terms and conditions of this Agreement.
- D. The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

## **XXX. CHOICE OF LAW**

- A. This Agreement was made and entered into in Maryland and is to be construed under the laws of the State of Maryland. As to the Consultant this Agreement is intended to be a contract under seal and a specialty.

- B. The laws of the State of Maryland shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto and the rights and obligations of the parties hereunder.
- C. The parties agree that any legal proceedings arising out of this Agreement shall be filed in the Circuit Court of Washington County, Maryland, if appropriate, or otherwise, in any court of competent jurisdiction in the State of Maryland.

### **XXXI. COMPLIANCE WITH LAWS**

The Consultant hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;
- C. That it shall comply with all Federal, State and local laws, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;
- E. That the facts and matters set forth hereafter in any affidavit(s) included/referenced in the RFP or Proposal are true and correct.

In addition to any other remedy available to the County, breach of any of the Paragraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

### **XXXII. NOTICE OF POLITICAL CONTRIBUTIONS**

The Consultant agrees, in accordance with Md. Code Ann., State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Title 14 of the Election Law Article, Md. Code Ann., as amended from time to time, to which the Consultant may be subject.

IN WITNESS WHEREOF, the parties have caused this **Agreement PUR-1450** to be executed by affixing hereon their respective seals and signatures of the proper officers.

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AND AGREED TO:

BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Title

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Krista L. Hart, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

BY: \_\_\_\_\_  
Jeffery R. Cline, President

Recommended for approval:

\_\_\_\_\_  
Garrison Plessinger, Director  
Hagerstown Regional Airport

APPROVED FOR LEGAL SUFFICIENCY:

\_\_\_\_\_  
Kirk C. Downey  
County Attorney