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BOARD OF COUNTY COMMISSIONERS

June 18, 2024

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
 CALL TO ORDER, *President John F. Barr*
 APPROVAL OF MINUTES: *June 4, 2024*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM STAFF COMMENTS
- 9:20 AM CITIZEN PARTICIPATION
- 9:30 AM PUBLIC HEARING – AGRICULTURAL PRESERVATION EASEMENT
 RANKINGS FY2025
Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 9:45 AM PRICE IPP CHILD LOT
Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 9:55 AM JUNETEENTH PROCLAMATION
*Board of County Commissioners to Terence Ngwa, Chair, Washington County
Diversity and Inclusion Committee*
- 10:05 AM FY25 HEALTHY FAMILIES HOME VISITING GRANT – APPROVAL TO
 SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING
Richard Lesh, Grant Manager, Grant Management
- 10:10 AM GOVERNOR'S OFFICE FOR CHILDREN FY25 AWARD – ADDITIONAL
 FUNDING
Nicole Phillips, Senior Grant Manager, Grant Management
- 10:15 AM COMMUNITY LEGACY GRANT APPLICATION – REQUEST FOR APPROVAL
*Jennifer Kinzer, Deputy Director, Planning and Zoning; Nicole Phillips, Senior Grant
Manager, Grant Management*
- 10:20 AM 2024-2025 PROPERTY AND CASUALTY INSURANCE RENEWAL
*Tracy McCammon, Risk Management Coordinator, Human Resources; Patrick Buck,
CBIZ Insurance Services*

- 10:30 AM CONSTRUCTION BID AWARD – HALFWAY BOULEVARD EXTENDED
Scott Hobbs, Director, Engineering
- 10:35 AM BID AWARD (PUR-1671) ELEVATOR MAINTENANCE SERVICES AT COUNTY FACILITIES
Brandi Naugle, Buyer, Purchasing; Danny Hixon, Deputy Director, Buildings, Grounds and Facilities
- CONTRACT AWARD (PUR-1679) ACCOUNTING AND REVIEW SERVICES
Brandi Naugle, Buyer, Purchasing; Darryl Brown, Accounting Supervisor, Budget and Finance
- CONTRACT AWARD (PUR-1674) HAGERSTOWN REGIONAL AIRPORT TAXIWAY C OFA REHABILITATION PROJECT
Brandi Naugle, Buyer, Purchasing; Andrew Eshleman, Director, Public Works
- 10:45 AM HAGERSTOWN REGIONAL AIRPORT TAXIWAY C OFA AND RUNWAY 02-20 – APPROVAL FOR PURCHASE ORDERS AND TO SUBMIT RELATED APPLICATIONS
Andrew Eshleman, Director, Public Works
- 10:55 AM MARTY SNOOK PARK MYTHICAL WOODS SMALL PAVILION BUDGET ADJUSTMENT
Andrew Eshleman, Director, Public Works
- 11:00 AM SOLE SOURCE PROCUREMENT AWARD (PUR-1684) - ACCELA SAAS SUBSCRIPTION AND MIGRATION SERVICES
Rick Curry, Director, Purchasing; Joshua O’Neal, Chief Technical Officer, Information Technology
- INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0144) – FIRE APPARATUS TOOLS AND ACCESSORIES FOR DIVISION OF EMERGENCY SERVICES
Rick Curry, Director, Purchasing; Eric Jacobs, Operations Manager, Emergency Services
- CIRCUIT COURT COURTSMART SYSTEM REFRESH MEMORANDUM OF UNDERSTANDING (PUR-1694)
Rick Curry, Director, Purchasing; Zachary Kieffer, County Attorney on behalf of Kristen Grossnickle, Circuit Court Administrator

Convene as the Board of Health

- 11:10 AM MARYLAND OPTIMAL ADOLESCENT HEALTH PROGRAM/TRUE YOU (MOAHP)
Earl Stoner, Health Officer, Washington County Health Department

11:15 AM MARYLAND MEDICAL ASSISTANCE NON-EMERGENCY
TRANSPORTATION CONTRACT
Earl Stoner, Health Officer, Washington County Health Department

Reconvene as the Board of County Commissioners of Washington County

11:20 AM CLOSED SESSION - *(To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; To consider the investment of public funds; and To consult with counsel to obtain legal advice on a legal matter; and 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)*

12:00 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING - Agricultural Preservation Easement Rankings FY 2025

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Chris Boggs, Rural Preservation Administrator, Dept. of Planning & Zoning

RECOMMENDED MOTION: Move to approve a Priority Ranking of MALPF easement applications and to forward the top 16 applications to MALPF.

REPORT-IN-BRIEF: The purchase of permanent land preservation easements through the Maryland Agricultural Land Preservation Program (MALPP) is the largest part of Washington County's rural preservation strategy. All applications are supposed to be ranked by the local Agricultural Advisory Board (AAB) using the adopted Priority Ranking formula which assigns points for characteristics such as quality of soils, proximity to other preserved lands, agricultural status, economic viability, and relationship to other land use areas in the County.

DISCUSSION: Following review and consideration of public comment from this public hearing, Commissioners are requested to approve the top 16 applications to be forwarded to the MALPF Board based on the ranking formula. Easements are purchased in order from the priority list until funds are exhausted.

Maryland law requires MALPF and the County to maintain confidentiality of financial information and rankings for our easement applicants until the end of an annual easement acquisition cycle. Therefore, only the County Commissioners have the spreadsheet of rankings by the Ag Board. The public copy lists only the names of applicants.

FISCAL IMPACT: No impact to County General Fund. The County will have an opportunity to contribute locally collected Agricultural Transfer Taxes and Real Estate Transfer Taxes in the Fall 2024. Local and State funds are combined (60% State and 40% County) to fund the matching portion of the program.

CONCURRENCES: The Agricultural Land Preservation Advisory Board has approved the rankings of these applications and the limit of 16 applications being forwarded to MALPF.

ALTERNATIVES: Change ranking and/or number of applicants submitted.

ATTACHMENTS: Priority Ranking List (hard copies to BOCC only), Ranking Checklist

AUDIO/VISUAL NEEDS: PDF County Map of Applicants

FY2025 MALPF APPLICANT LIST

LANDOWNER NAME	FILE NO.
Baker	AD-18-031
Ball	AD-23-004
Barnes	AD-13-001
Berry	AD-24-012
Black	AD-24-001
Blanks	AD-24-024
Bryce	AD-24-004
Davis	AD-24-022
Deater	AD-24-013
DeBaugh	AD-91-008
Dill	AD-06-007
Divel	AD-24-009
Divelbiss	AD-24-023
Eby	AD-18-005
Edgemont Orchards Partnership	AD-24-014
Eklund	AD-19-007
Fuscick	AD-23-008
Gruber	AD-24-011
Hendershot	AD-90-037
Horst	AD-24-008
Horst	AD-23-007
Kefauver	AD-24-003
Lappans LLC	AD-18-025
Martin	AD-24-010
Michael	AD-23-009
Miller	AD-19-004
Newcomer	AD-91-015
Palmer	AD-02-001
Printz LLC	AD-18-020
Rhoderick	AD-17-001
Rowe	AD-24-005
Shank	AD-24-015
Shank	AD-98-006
Sheffler	AD-24-016
Stenger	AD-22-004
Strite	AD-90-019
Talton	AD-24-002
Thomas	AD-07-007
Wagner-Miller	AD-22-007
Winders	AD-90-079
Worthington	AD-24-006



Agenda Report Form

Open Session Item

SUBJECT: Price IPP Child Lot

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Chris Boggs, Rural Preservation Administrator, Dept. of Planning & Zoning

RECOMMENDED MOTION: Move to approve the proposed child lot on the Dale and Wendy Price Installment Purchase Program (IPP) easement property and draft a release to be signed by all interested parties and recorded among the Land Records of Washington County, Maryland.

REPORT-IN-BRIEF: The Price property is located at 17314 Bakersville Road in Boonsboro and was part of the first round of County IPP easements. It is part of a 252.56-acre conservation easement over two parcels of agricultural land that was preserved in 2006. The Deed of Easement on this property contains a clause that allows for up to three (3) lots to be subdivided off the parcel for the purpose of being a primary dwelling for the owners or their children. The clause further states that the parcel may not be larger than two (2) acres in size. No lot request has been made since the selling of the easement.

Dale Price has proposed to invoke his child lot right with this request. The proposed child lot parcel is shown on the attached aerial map. It is approximately 1.32 acres in size and is the first lot request on the parcel since the purchase of the easement. Therefore, this request meets all criteria for approval.

This release will not only require Commissioner approval, but will also have to go through the normal County subdivision process. The release will be signed and recorded on or about the time of the recordation of the subdivision plat.

DISCUSSION: The IPP Ordinance was adopted in 2005, with the first easements being purchased in 2006. It is solely a County program and has used County Real Estate Transfer Tax dollars to procure conservation easements, paying the sellers over the course of ten (10) yearly installments. This mechanism has allowed those transfer tax dollars to be spread out over a longer period of time, but also allowed for a large batch of easements to be purchased all at once. The program's first round of easements were finished being paid in 2017 and we are currently about two-thirds of the way through the second round of easements in the IPP program.

FISCAL IMPACT: The County paid \$1,006,960.00 for the Price easement in 2006 for 252.56 easement acres, or \$3,980.71 per acre. The Deed of Easement requires that the landowner refund the County, per capita, for the acres being released from the easement for the child's lot. Therefore, the Price's must reimburse the County in the amount of \$5,254.53

CONCURRENCES: The Washington County Agricultural Land Preservation Advisory Board approved this proposal at its regular meeting held on May 14, 2024 with a unanimous 5-0 vote.

ALTERNATIVES: Deny the child lot request or table it for another time.

ATTACHMENTS: Aerial Map, Zoomed Aerial Map

AUDIO/VISUAL NEEDS: N/A



Child Lot
1.32 Ac

BAKERSVILLE ROAD

Price- 181.94 +/-
17314 Bakersville Road
Boonsboro, MD 21713

— Roads
□ Price Property





Agenda Report Form

Open Session Item

SUBJECT: JUNETEENTH PROCLAMATION

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Board of County Commissioners to Terence Ngwa, Chairman, of Washington County Diversity and Inclusion Committee

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States, and;

WHEREAS, it was not until June 19, 1865, that it was announced to those still enslaved in Texas: “The people are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free”, and;

WHEREAS, celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States; and

WHEREAS, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunity, and;

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream.

NOW THEREFORE, we the Board of County Commissioners of Washington County, Maryland, hereby do hereby proclaim, Wednesday, June 19, 2024 as “JUNETEENTH” and urge all citizens to become aware of the significance of this celebration in American history and in the heritage of our Nation, State, and County.



Agenda Report Form

Open Session Item

SUBJECT: FY25 Healthy Families Home Visiting Grant – Approval to Submit Application and Accept Awarded Funding

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of the grant application to the Maryland State Department of Education in the amount of \$277,993.00 and to accept funding as awarded.

REPORT-IN-BRIEF: The Washington County Office of Grant Management, on behalf of the Local Management Board, is seeking approval to submit a Fiscal Year 2025 Healthy Families Home Visiting grant application to the Maryland State Department of Education.

DISCUSSION: The Healthy Families Home Visiting Program is a comprehensive program modeled after a nationally renowned initiative Healthy Families America. The goals of the program are to prevent child maltreatment through early intervention, promote healthy growth, development, and strengthening of the parent-child relationship. This funding is valid from July 1, 2024 until June 30, 2025. Funding in the amount of \$6,606 is included in the award for County administrative support. No County funds are involved in this award.

FISCAL IMPACT: Provides \$6,606 for County administrative expenses.

CONCURRENCES: Rachel Souders, Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of awarded funds

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Governor's Office for Children FY25 Award – Additional Funding

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Nicole Phillips, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the acceptance of \$27,975 in supplemental funding awarded to the FY25 Community Partnership Agreement from the Governor's Office for Children.

REPORT-IN-BRIEF: The Governor's Office for Children (GOC) has awarded the Washington County Local Management Board a total of \$838,241 for its FY25 programs and County administrative expenses. This total is \$27,975 higher than the amount initially approved by the Board of County Commissioners on March 5, 2024.

DISCUSSION: The Washington County Office of Grant Management, on behalf of and at the direction of the Local Management Board (LMB), submitted a Community Partnership Agreement Proposal to the GOC for fiscal year 2025 in response to their Notice of Funding Availability.

The LMB will receive a total of \$838,241 from the GOC. The funding will be allocated among the seven approved programs and County administrative expenses to oversee the programs.

FISCAL IMPACT: The grant will provide up to \$121,400 to the Office of Grant Management for the administrative costs of the Local Management Board.

CONCURRENCES: Rachel Souders, Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of awarded funds.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Community Legacy Grant Application – Request for Approval

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Jennifer Kinzer, Deputy Director, Department of Planning & Zoning, and Nicole Phillips, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve submission of the grant application for adaptive reuse of Fort Ritchie Building 521 to the Maryland Department of Housing & Community Development (DHCD) in the amount of \$286,737, and subsequently accept awarded funding and enter into a subrecipient agreement with Cascade Properties, LLC.

REPORT-IN-BRIEF: The Department of Planning & Zoning is requesting permission to submit a grant application to and accept funding awarded from the DHCD's Community Legacy grant program on behalf of Cascade Properties, LLC requesting \$286,737 to assist with the costs of rehabilitating Building 521 to facilitate future development of the former Fort Ritchie property.

DISCUSSION: As part of the continuing efforts in the Fort Ritchie Redevelopment Project, Cascade Properties, LLC intends to rehabilitate Building 521 and convert it into a Nature Center, which will provide an educational resource for the wildlife and plants that are native to this region along the Appalachian Trail. The Nature Center will provide exhibits and information on the local fauna, animal population, and related information about the environment. It will be open to school groups as well as host camps, classes, and information sessions.

If funding is awarded, the County will enter into a subrecipient agreement with Cascade Properties, LLC in order to subgrant the funds and outline each party's roles and responsibilities related to the project.

FISCAL IMPACT: Grant funds would provide up to \$286,737 for the building rehabilitation. The grant does not require any matching fund contribution from the County and any remaining balance on the project will be the responsibility of Cascade Properties, LLC.

CONCURRENCES: Rachel Souders, Director, Office of Grant Management

ALTERNATIVES: Reject involvement with the project.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: 2024-2025 Property and Casualty Insurance Renewal

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Tracy McCammon, Risk Management Coordinator and Patrick Buck, CBIZ Insurance Services

RECOMMENDED MOTION: Move to renew the property and liability policies with Travelers Insurance Company and the airport liability policy with AIG.

REPORT-IN-BRIEF: Renewal quotes from insurance carriers are reflected on the attached premium comparison. The total renewal is a 6% increase in premium over last year's actuals.

DISCUSSION: As you can see from the attached premium comparison, our biggest increase is in the auto liability and physical damage lines of coverage. This is due to total exposure increasing by 7% and a very significant increase in physical damage claims. To give you a breakdown of the direct loss ratio for just APD, here is how the APD has performed by loss year:

- 2023: 152.7%
- 2022: 68.1%
- 2021: 104.4%
- 2020: 57.5%
- 2019: 152.7%

As a result of these increases, Travelers has increased our deductible for passenger vehicles to \$2,500 and for passenger buses to \$5,000.

However, there is some good news on cyber liability. Travelers has advised that if we can get through another policy cycle with no claims, they would consider removing the ransomware sublimit and potentially increase our coverage limit.

FISCAL IMPACT: Though there is a 6% increase in premiums we are within the 8% that was budgeted for the fiscal year.

CONCURRENCES: Chip Rose, Director of Human Resources and Michelle Gordon, County Administrator

ALTERNATIVES: Complete market bid which would cause a lapse in insurance coverage

ATTACHMENTS: Premium comparison

AUDIO/VISUAL NEEDS: None

<u>Line of Coverage</u>	<u>FY2023</u>	<u>FY2024</u>	<u>\$Change</u>	<u>% Change</u>
Travelers				
Pkg – Auto Liability (Incl. Buses)	\$470,058	\$548,412	\$78,354	16.7%
Pkg - Auto PD (Incl. Buses)	\$103,582	\$123,537	\$19,955	19.3%
Pkg - Property	\$250,837	\$288,825	\$37,988	15.1%
Pkg - Inland Marine	\$16,052	\$18,469	\$2,417	15.1%
Pkg - Boiler & Machinery	\$19,830	\$20,637	\$807	4.1%
Pkg – GL, Liquor, Products, EBL	\$152,125	\$154,360	\$2,235	1.5%
Pkg – Law (Incl. Dispatch E&O)	\$278,714	\$218,693	(\$60,021)	-21.5%
Pkg - Excess Liability	\$90,009	\$101,078	\$11,069	12.3%
Pkg – Management Liability	\$31,790	\$30,856	(\$934)	-2.9%
Pkg – Employment Practice Liability (EPL)	\$73,687	\$72,593	(\$1,094)	-1.5%
Pkg - Professional Liability (PSTC)	\$4,328	\$4,495	\$167	3.9%
Pkg – Crime	\$4,939	\$5,061	\$122	2.5%
Pkg - CyberFirst	\$60,041	\$61,181	\$1,140	1.9%
Sub Total – Travelers	\$1,555,992	\$1,648,197	\$92,205	5.9%
Other July 1 Renewal Policies				
Airport Liability	\$19,000	\$21,198	\$2,198	11.6%
Drone IM & Liability	\$2,062	\$2,000	(\$62)	-3.0%
Sub Total – Other July 1 Renewal Policies	\$21,062	\$23,198	\$2,136	10.1%
Grand Total – July 1 Renewal Policies	\$1,577,054	\$1,671,395	\$94,341	6.0%



Agenda Report Form

Open Session Item

SUBJECT: Construction Bid Award – Halfway Boulevard Extended

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to conditionally award the bid including the add alternates for the Halfway Boulevard Extended contract to the lowest responsive, responsible bidder, C. William Hetzer, Inc. of Hagerstown, in the amount of \$10,131,747.30. Conditional award is based on receiving concurrence in award from SHA/FHWA.

REPORT-IN-BRIEF: The project was advertised in the Herald Mail, on the County’s website, and on the State of Maryland’s website, e-Maryland Marketplace Advantage. Five (5) bids were received on Friday, June 7, 2024, as listed below.

<u>Contractor:</u>	<u>Total Bid:</u>
C. William Hetzer, Inc.	\$10,131,747.30
Pleasants Construction, Inc.	\$10,644,755.50
Kibler Construction Company, Inc.	\$11,451,057.20
Kinsley Construction, Inc.	\$11,494,775.00
Concrete General, Inc.	\$14,933,882.50

The bids were evaluated, and the low bid is in order. The County budgeted \$10,823,000 for the work.

DISCUSSION: The project will extend Halfway Boulevard west towards Greencastle Pike (MD 63) approximately 3,200 linear feet from the intersection with New Gate Boulevard. The work involves construction of a four-lane roadway (two lanes in each direction), and the installation of a traffic signal at the intersection with Greencastle Pike (MD 63). Other work involves installing a large precast concrete culvert over a tributary to the Conococheague Creek, a water line along the frontage of the Hitachi Rail property, and realigning the access road to the County pump station. This is a 400 consecutive calendar day contract, and the project is scheduled to begin this summer. The bid documents include liquidated damages in the amount of \$500.00 per calendar day for work beyond the completion date.

FISCAL IMPACT: This is a budgeted Capital Improvement Plan (CIP) project (RDI069). Total expenses in the construction phase of the project are estimated at \$10,481,747.30 including \$10,131,747.30 for the proposed bid award, \$250,000 for inspection/testing, and \$100,000 for construction contingency. Hitachi Rail will cover the water line expenses (add alternates). This is an Appalachian Regional Commission (ARC) federal aid project, and the County is receiving a \$3,800,000 grant for the project.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation, Aerial Map

AUDIO/VISUAL TO BE USED: Aerial Map



WASHINGTON COUNTY DIVISION OF ENGINEERING

BID TABULATION
HALFWAY BOULEVARD EXTENDED
County Contract No. RD-HB-273-10
State Contract No. WA067ZM1
FAP No. APL-3(804)E

WC Commissioners Annex Building
747 Northern Avenue
Hagerstown, MD 21742

Length of Contract: 400 Calendar Days

Bids Received: Friday, June 7, 2024

C. William Hetzer, Inc.
9401 Sharpsburg Pike
Hagerstown, MD

Pleasants Construction, Inc.
24024 Frederick Road
Clarksburg, MD 20871

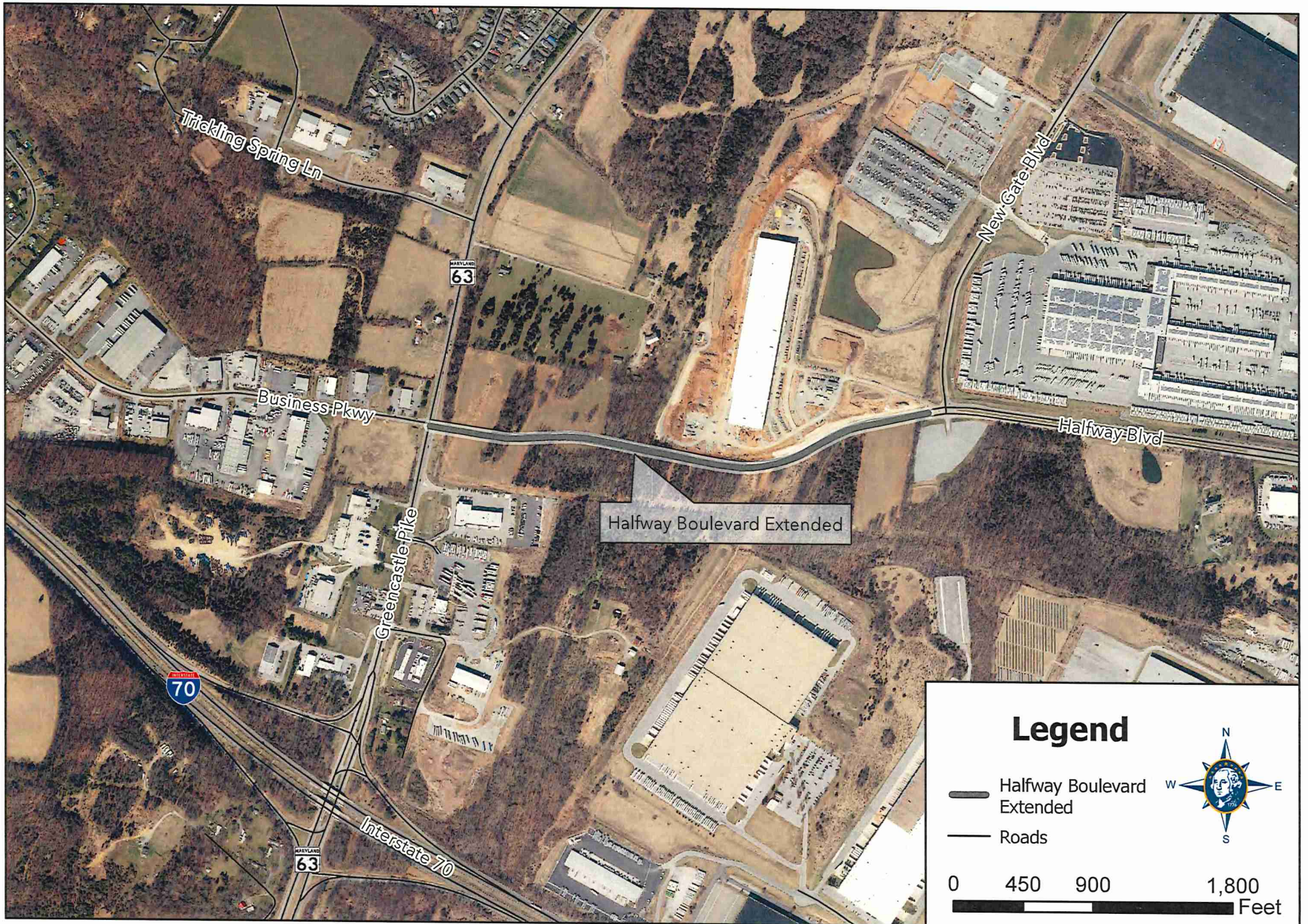
Kibler Construction Co., Inc.
3332 Baltimore Blvd
Finksburg, MD 21048

Kinsley Construction, Inc.
14702 Crown Lane
Hagerstown, MD 20879

Concrete General Inc.
8000 Beachcraft Ave
Gaithersburg, MD 20879

Table with columns: Item No., Item, Unit, Quantity, Unit Price, Total Price, and columns for each contractor (C. William Hetzer, Inc., Pleasants Construction, Inc., Kibler Construction Co., Inc., Kinsley Construction, Inc., Concrete General Inc.). Rows include items like Clearing and Grubbing, Type B Engineers Office, Maintenance of Traffic, etc., up to 8041. Includes a Construction Total row and a note for ARC Grant Funding.

Halfway Boulevard Extended



Legend

- Halfway Boulevard Extended
- Roads



0 450 900 1,800
Feet



Open Session Item

SUBJECT: Bid Award (PUR-1671) Elevator Maintenance Services at County Facilities

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Brandi Naugle, CPPO, Buyer – Purchasing Department; Danny Hixon, Deputy Director, Buildings, Grounds and Facilities

RECOMMENDED MOTION: Move to award the bid for Elevator Maintenance Services to the responsible, responsive bidder, Oracle Elevator of Hagerstown, MD who submitted the lowest total sum bid annually in the amount of \$29,460.00.

REPORT-IN-BRIEF: On May 15, 2024, the County accepted bids for the elevator maintenance services. The Bid notice was advertised in the local newspaper, listed on the State of Maryland's "*eMarylandMarketPlace*" and on the County's website. Fourteen (14) persons/companies registered/downloaded the bid document online. Three (3) bids were received. The contract is for a period of one (1) year contract commencing July 1, 2024, with an option by the County to renew for up to four (4) additional one (1) year periods.

The bidder is to furnish all labor, materials, supervision, equipment, insurance, permits, etc. necessary to provide for repair, adjustments emergency service, preventive maintenance and inspection services for a dumbwaiter and elevators at the County office buildings and various locations. The Washington County Health Department and Washington County Free Library are included in this contract.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in various departmental budget line-item accounts for these services.

CONCURRENCES: Division Director of Public Works

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1671
Elevator Maintenance Services at County Facilities

Item No.	Item Description	Unit	Qty.	Eastern Elevator Service & Sales Company Windber, PA		Oracle Elevator Hagerstown, MD		Right Elevator Johnstown, PA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
a.	One (1) Electric Automatic Passenger Elevator, WA1501 – Court House	Month	12	\$477.67	\$5,732.04 *	\$250.00	\$3,000.00	\$275.00	\$3,300.00
b.	One (1) Handicapped Lift, Court Room No. 1, WA1569 – Court House	Month	12	\$124.93	\$1,499.16 *	\$75.00	\$900.00	\$120.00	\$1,440.00
c.	One (1) Electric Automatic Passenger Elevator, WA1010 – County Office Complex	Month	12	\$477.67	\$5,732.04 *	\$250.00	\$3,000.00	\$275.00	\$3,300.00
d.	One (1) Electric Automatic Passenger Elevator, WA1040 – County Office Complex	Month	12	\$477.67	\$5,732.04 *	\$250.00	\$3,000.00	\$275.00	\$3,300.00
e.	One (1) Hydraulic Automatic Passenger Elevator, WA1393 – Health Department	Month	12	\$311.45	\$3,737.40 *	\$120.00	\$1,440.00	\$175.00	\$2,100.00
f.	One (1) Hydraulic Automatic Passenger Elevator, WA1453 - Detention Center	Month	12	\$311.45	\$3,737.40 *	\$120.00	\$1,440.00	\$175.00	\$2,100.00
g.	One (1) Hydraulic Automatic Passenger Elevator, WA1153 - Detention Center	Month	12	\$311.45	\$3,737.40 *	\$120.00	\$1,440.00	\$175.00	\$2,100.00
h.	One (1) Hydraulic Automatic Passenger Elevator, WA1060 - Administration Complex	Month	12	\$311.45	\$3,737.40 *	\$120.00	\$1,440.00	\$175.00	\$2,100.00
i.	One (1) Electric Dumbwaiter Lift – Martin Luther King Center, WA1709	Month	12	\$124.93	\$1,499.16 *	\$75.00	\$900.00	\$120.00	\$1,440.00
j.	One (1) Hydraulic Automatic Passenger Elevator, WA1441 - Administration Complex No. 2	Month	12	\$311.45	\$3,737.40 *	\$120.00	\$1,440.00	\$175.00	\$2,100.00
k.	One (1) Handicapped Lift, WA1148 – Martin Luther King Center	Month	12	\$124.93	\$1,499.16 *	\$75.00	\$900.00	\$120.00	\$1,440.00
l.	One (1) Hydraulic Automatic Passenger Elevator, WA1567 – Court House Annex	Month	12	\$311.45	\$3,737.40 *	\$120.00	\$1,440.00	\$175.00	\$2,100.00
m.	One (1) Hydraulic Automatic Passenger Elevator, WA1053 – Court House Annex	Month	12	\$311.45	\$3,737.40 *	\$120.00	\$1,440.00	\$175.00	\$2,100.00
n.	One (1) Electric Dumbwaiter Lift, WA1568 – Court House Annex	Month	12	\$124.93	\$1,499.16 *	\$75.00	\$900.00	\$120.00	\$1,440.00
o.	One (1) Electric Automatic Passenger Elevator, WA1503 – Court House Annex	Month	12	\$477.67	\$5,732.04 *	\$250.00	\$3,000.00	\$275.00	\$3,300.00
p.	One (1) Handicapped Lift, WA1635 – Emergency Services/911 Center	Month	12	\$124.93	\$1,499.16 *	\$75.00	\$900.00	\$120.00	\$1,440.00

PUR-1671
Elevator Maintenance Services at County Facilities

Item No.	Item Description	Unit	Qty.	Eastern Elevator Service & Sales Company Windber, PA		Oracle Elevator Hagerstown, MD		Right Elevator Johnstown, PA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
q.	One (1) Direct Acting, Single Stage Borehole Hydraulic Passenger Elevator – Washington County Free Library	Month	12	\$311.45	\$3,737.40 *	\$120.00	\$1,440.00	\$175.00	\$2,100.00
r.	One (1) Direct Acting, Single Stage Borehole Hydraulic Passenger Elevator – Washington County Free Library	Month	12	\$311.45	\$3,737.40 *	\$120.00	\$1,440.00	\$175.00	\$2,100.00
TOTAL SUM BID (Items a. through r.)				\$64,060.56 *		\$29,460.00		\$39,300.00	

Service Rates for time not covered by Maintenance Contract - REGULAR	Hour	\$291.00 *	Hour	\$185.00	Hour	\$240.00
Service Rates for time not covered by Maintenance Contract - OVERTIME	Hour	\$436.00 *	Hour	\$227.50	Hour	\$360.00

*Corrected Calculations Based on Unit Pricing

Remarks/Exceptions:

Repair parts and materials not included herein shall be billed at cos plus fifteen (15%) percent



Open Session Item

PUBLIC PACKET

SUBJECT: Contract Award (PUR-1679) Accounting and Review Services

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Brandi Naugle, CPPO, Buyer Darryl Brown, Accounting Supervisor, Department of Budget, and Finance

RECOMMENDED MOTION: Move to award the contract for the Accounting and Review Services as related to accounting functions to the responsive, responsible, bidder with the lowest 5-year proposal value.

REPORT-IN-BRIEF: Attached is an excerpt from the Request for Proposal (RFP) document of the “Scope of Services” to be rendered under this contract. The RFP was advertised locally in the newspaper and on the County’s web site, as well as on the State’s “eMaryland Marketplace” web site. Fifty-four (54) persons/companies registered/downloaded the bid document on-line. The following persons served as members on the Coordinating Committee: County Chief Financial Officer, County Director of Budget & Finance, County Buyer, County Accounting Supervisor (Committee Chairperson), and Director of Emergency Services.

Six (6) firms were represented at the pre-proposal conference. Eight (8) proposals were received for the subject services. The Qualifications & Experience/Technical Proposals of three (3) of the firms were considered to be responsive by the Committee and their Price Proposal was opened for evaluation as shown on the attached Fee Schedule.

The initial term of this contract is anticipated to be for a one (1) year period tentatively commencing July 1, 2024, and ending June 30, 2025, with an option by the County to renew for up to four (4) consecutive one (1) year periods, thereafter, based on the annual lump sum fees proposed by the successful firm.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in account 515000-10-93130 for the costs of the services.

CONCURRENCES: As recommended by the Coordinating Committee.

ALTERNATIVES: N/A

ATTACHMENTS: (1) Scope of Services from the RFP document.

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1674) Hagerstown Regional Airport Taxiway C OFA Rehabilitation Project

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Brandi Naugle, CPPO, Buyer; Andrew Eshleman, Director, Public Works

RECOMMENDED MOTION: Move to award the Taxiway C OFA Rehabilitation at the Hagerstown Regional Airport project to the responsive, responsible bidder, C. William Hetzer, Inc. of Hagerstown, MD who submitted the lowest total sum bid in the amount of \$563,865 and contingent upon concurrence of the award by the Federal Aviation Administration (FAA) and contingent upon the County Attorney's Office approval of the contract *Agreement*.

REPORT-IN-BRIEF: The scope of work includes, but is not limited to, reconstruction, mill, overlay and marking of the taxiway asphalt pavement. The reconstruction involves excavation and embankment, drainage, new asphalt pavement, lighting, guidance signs and marking. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

The project is to be substantially completed within twenty (20) consecutive calendar days of the Notice to Proceed. The County can assess liquidated damages in the sum of one thousand five hundred dollars (\$1,500.00) 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-four (24) persons/companies registered/downloaded the bid document on-line. One (1) company was 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 Taxiway C OFA (35-45010-RUN-020-) in the amount of \$1,002,614.56. FAA anticipated funding is 90%, Maryland Aviation Administration (MAA) 5%, and 6% local (County) funding.

CONCURRENCES: Public Works Division Director; Airport Consultant - ADCI

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1674
Taxiway C OFA Rehabilitation

Item No.	Description	Unit	Appx. Qty.	C. William Hetzer, Inc. Hagerstown, MD		Craig Paving, Inc. Hagerstown, MD	
				Unit Price	Total Price	Unit Price	Total Price
C-100-1.1	Contractor Quality Control Program (CQCP)	LS	1	\$31,150.00	\$31,150.00	\$8,500.00	\$8,500.00
M-150-5.1	Project Survey and Stakeout	LS	1	\$4,700.00	\$4,700.00	\$9,760.00	\$9,760.00
P-101-5.1	Cold Milling, 3-Inch Depth	SY	11,300	\$5.40	\$61,020.00	\$4.70	\$53,110.00 *
P-101-5.2	Removal of Existing Joint Sealant	LF	1,400	\$5.90	\$8,260.00	\$4,500.00	\$6,300,000.00 *
P-401-8.1	Asphalt Mix Pavement Surface Course	TON	2,100	\$145.00	\$304,500.00	\$117.70	\$247,170.00
P-603-5.1	Emulsified Asphalt Tack Coat	Gal.	1,200	\$4.85	\$5,820.00	\$3.75	\$4,500.00
P-605-5.1	Joint Sealing	LF	1,400	\$4.95	\$6,930.00	\$2.60	\$3,640.00
P-620-5.1	Pavement Marking Removal	SF	2,200	\$8.10	\$17,820.00	\$6.60	\$14,520.00
P-620-5.2	Permanent Pavement Marking - Waterborne	SF	8,400	\$5.40	\$45,360.00	\$4.60	\$38,640.00
P-620-5.3	Temporary Pavement Marking - Waterborne	SF	3,800	\$4.05	\$15,390.00	\$3.30	\$12,540.00
P-620-5.4	Thermoplastic Pavement Marking (Non-AIP Eligible)	SF	450	\$40.50	\$18,225.00	\$33.00	\$14,850.00
Sub Total A: Sum Total of Base Bid Items C-100-1.1 through P-620-5.4				\$519,175.00		\$6,707,230.00 *	

*Corrected Calculations based on Unit Pricing

PUR-1674
Taxiway C OFA Rehabilitation

Item No.	Description	Unit	Appx. Qty.	C. William Hetzer, Inc. Hagerstown, MD		Craig Paving, Inc. Hagerstown, MD	
				Unit Price	Total Price	Unit Price	Total Price
M-100-4.1	Maintenance and Protection of Traffic and CSPP (shall not exceed 5% of total Contract Bid amount)	LS	1	\$16,890.00	\$16,890.00	\$20,500.00	\$20,500.00
C-105-6.1	Mobilization (shall not exceed 5% of Contract Bid amount)	LS	1	\$27,800.00	\$27,800.00	\$25,500.00	\$25,500.00 *
Sub Total B: Sum Total of Base Bid Items M-100-4.1 through C-105-6.1				\$44,690.00		\$46,000.00 *	
Total Bid: Sum Total of All Base Bid Items				\$563,865.00		\$6,753,230.00 *	

**Corrected Calculations based on Unit Pricing*

Remarks / Exceptions: NONE



Agenda Report Form

Open Session Item

SUBJECT: Hagerstown Regional Airport Taxiway C OFA and Runway 02-20 – Approval for Purchase Orders and to submit related Applications

PRESENTATION DATE: June 18th, 2024

PRESENTATION BY: Andrew Eshleman, Director of Public Works

RECOMMENDED MOTION:

- Motion to provide Airport Director with approval to submit FAA/MAA grant applications, sign related paperwork, issue related purchase orders, and accept awarded grants based upon revised totals.
- Motion to approve issuance of purchase order to ADCI in the amount of \$70,222 for Phase 2 Construction Phase Services.

REPORT-IN-BRIEF: Previous approval was obtained back on May 7th, 2024. June 18th, 2024, Meeting includes PUR-1674 Bids award recommendation to C.W. Hetzer in the amount of \$563,865.

DISCUSSION: Project involves pavement rehabilitation along western edge portions of Taxiway C and the eastern edge of the West Apron near the Rider Jet Center and T-Hangar access areas. Will also include marking improvements to address our safety “hot spot” at the intersection of Taxiway C/A and the West Apron. Grant also includes funds for the design work associated with a future pavement rehabilitation and LED lighting upgrade for HGR’s secondary, crosswind Runway 02-20.

TWY C OFA DESIGN & CONSTRUCTION (PROJECT 1)

Actual Bids + known ADCI Design/Bidding/Construction Phase Services Costs

C. William Hetzer, Inc. (Construction bid):	\$563,865
ADCI services for Design/Bidding:	\$58,560
ADCI services for Construction Phase:	\$70,222 (revised price based on 2024
ADCI pricing)	
Sub Total:	\$692,647
FAA (90%)	\$623,382
MAA (5% of construction cost/approx. 4%)	\$28,193
County/Local (approx. 6%)	\$41,072
Totals:	\$692,647

RUNWAY 02-20 DESIGN ONLY (PROJECT 2)

ADCI Design/Bidding Phase Services Costs

ADCI services for Design/Bidding:	\$321,491
Washington County Admin Costs:	\$0
<u>C&S Engineers - Independent Fee Estimate</u>	<u>\$2,500</u>
Totals:	\$323,991

FAA (90%)	\$291,591
MAA (0% MAA doesn't pay for design)	\$0
<u>County/Local (10%)</u>	<u>\$32,400</u>
Totals	\$323,991

Overall Total for Combined Projects: \$1,016,638

FAA (90%)	\$914,974
MAA (5% of construction/approx. 2.8%)	\$28,193
<u>County/Local (Approx. 7.2%)</u>	<u>\$73,471</u>
Totals	\$1,016,638

FISCAL IMPACT: \$73,471 in Local Airport Funds.

Unencumbered / Available Budget by Account Number:

35-45010 – RUN 020 - AIRPORT INFRASTRUCTURE GRANT - Portion for TWY C OFA	\$762,458.04
35-45010 - RUN 021 - RUNWAY 02-20 REHABILITATION & LIGHTING - DESIGN	\$323,000.00
Total	\$1,085,458.04

CONCURRENCES: Neil Doran, Airport Director, Hagerstown Regional Airport

ALTERNATIVES: Staff recommends moving forward with this project ASAP to meet grant submission deadlines.

ATTACHMENTS: ADCI Task Orders, FAA Concurrence Letters, Purchase Order from March 2023.

AUDIO/VISUAL NEEDS: N/A



Washington County, MD

HAGERSTOWN REGIONAL AIRPORT

March 23, 2023

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

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

Dear Mr. Allison (Kyle):

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

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

Sincerely,

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

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

flyHGR.com

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

The original Agreement for Professional Services between Board of County Commissioners of Washington County, Maryland (County) and Airport Design Consultants, Inc. (ADCl) 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 ADCl. The original Federal Contract Provisions have been updated and are being replaced with those included in Attachment A to this Task Order Proposal.

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

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



March 23, 2023

2023-HGR-1303

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

Sent electronically to: ndoran@washco-md.net

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

Dear Mr. Doran:

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

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

For this task, the following subconsultants will assist us:

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

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

www.adci-corp.com



Mr. Neil Doran, C.M, ACE

March 23, 2023

Page 2 of 7

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

A. DESCRIPTION OF WORK

Background Information

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

Pavement Evaluation

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

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



Mr. Neil Doran, C.M, ACE

March 23, 2023

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B. PROFESSIONAL ENGINEERING SERVICES

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

1. Project Management

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

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



Mr. Neil Doran, C.M, ACE

March 23, 2023

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2. Design Phase Services

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



Mr. Neil Doran, C.M, ACE

March 23, 2023

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

3. Bid Phase Services

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

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

C. ITEMS NOT INCLUDED

Items not included in this contract include:

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



Mr. Neil Doran, C.M, ACE
March 23, 2023
Page 6 of 7

D. ITEMS FURNISHED BY HGR

HGR will assure the following:

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

E. COMPENSATION

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

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

F. SCHEDULE

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

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

G. AUTHORIZATION

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

Sincerely,

ADCI

Mahesh S. Kukata, PE
Vice President



Mr. Neil Doran, C.M, ACE

March 23, 2023

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Attachments

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

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

Multipliers	
Overhead:	148.54%
Profit:	12.00%

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

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
Direct Labor Cost:	\$ 95.00	\$ 85.00	\$ 50.00	\$ 35.00	\$ 60.00	\$ 35.00			
Project Management									
Proposal Preparation	1						1	\$ 95	
Environmental Coordination (Documented CATX)	1			3			4	\$ 200	
Prepare and Submit 7460s for Temporary Construction Objects to FAA for Review and Determination (2)				1		2	3	\$ 105	
Project Administration	2						2	\$ 190	
FAA/State Pay Requests (6)	3						3	\$ 285	
Prepare Grant Application (1)	1						1	\$ 95	
Requests for Reimbursements (3)	2						2	\$ 190	
QA/QC Review of Submittals (3)	6						6	\$ 570	
Preliminary Design									
Project Kick-off Meeting (1)	1			4			5	\$ 235	
Record Document Collection and Review				4			4	\$ 140	
Coordinate Field Topographic Surveys and Geotech Work				1			1	\$ 35	
Obtain Survey and Set Up CAD Base Files				4		6	10	\$ 350	
Pavement Design				2			2	\$ 70	
Design Review Meeting (1)	1			3			4	\$ 200	
30% Submittal									
TITLE SHEET				1		1	2	\$ 70	
GENERAL PROJECT LAYOUT				1		2	3	\$ 105	
GENERAL CONSTRUCTION AND SAFETY NOTES				4		4	8	\$ 280	
CONSTRUCTION SAFETY AND PHASING PLANS (2)				8		16	24	\$ 840	
CONSTRUCTION PHASING DETAILS AND NOTES (2)				5		10	15	\$ 525	
DEMOLITION PLANS (2)				8		16	24	\$ 840	
PAVING AND GEOMETRY PLANS (2)				8		16	24	\$ 840	
TYPICAL SECTIONS AND PAVING DETAILS (1)				4		8	12	\$ 420	
TAXIWAY PROFILES (2)				8		16	24	\$ 840	
GRADING AND DRAINAGE PLANS (2)				8		20	28	\$ 980	
PAVEMENT MARKING PLAN				2		4	6	\$ 210	
PAVEMENT MARKING DETAILS				4		4	8	\$ 280	
BORING LOCATION PLAN AND LOGS				4		2	6	\$ 210	
Design Report (including construction schedule)	2			8		4	14	\$ 610	
Preliminary Engineer's Opinion of Probable Cost (EOPC)	1			4			5	\$ 235	
Submit 30% Documents - 5 Sets (Electronic Only)				4		4	8	\$ 280	

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

Multipliers	
Overhead:	148.54%
Profit:	12.00%

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

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses			
Direct labor cost:	\$ 95.00	\$ 85.00	\$ 50.00	\$ 35.00	\$ 60.00	\$ 35.00						
Final Design - 90% Submittal												
TITLE SHEET						2	2	\$ 70				
GENERAL PROJECT LAYOUT					1	2	3	\$ 105				
SURVEY CONTROL PLAN					1	2	3	\$ 105				
GENERAL CONSTRUCTION AND SAFETY NOTES					1	1	2	\$ 70				
CONSTRUCTION SAFETY AND PHASING PLANS (2)					4	10	14	\$ 490				
CONSTRUCTION PHASING DETAILS AND NOTES (2)					2	4	6	\$ 210				
DEMOLITION PLANS (2)					4	5	9	\$ 315				
PAVING AND GEOMETRY PLANS (2)					4	10	14	\$ 490				
TYPICAL SECTIONS AND PAVING DETAILS (2)					4	10	14	\$ 490				
TAXIWAY PROFILES (2)					2	4	6	\$ 210				
GRADING AND DRAINAGE PLANS (2)					4	10	14	\$ 490				
PAVEMENT MARKING PLAN					2	1	3	\$ 105				
PAVEMENT MARKING DETAILS					1	1	2	\$ 70				
Technical Specifications		2					2	\$ 190				
Final Engineer's Opinion of Probable Cost (EOPC)		1			2		3	\$ 165				
Design Report		1			2	2	5	\$ 235				
Design Review Meeting (1)		1			2		3	\$ 165				
Submit 90% Documents - 5 Sets (Electronic Only)					2	5	7	\$ 245				

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

Multipliers	
Overhead:	148.54%
Profit:	12.00%

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

	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer			
Work Classification:									
Direct Labor Cost:	\$ 95.00	\$ 85.00	\$ 50.00	\$ 35.00	\$ 60.00	\$ 35.00	Total Hours by Task	Total Labor Cost	Total Direct Expenses
Final Design - 100% Submittal/Bid Documents									
100% Drawings									
Incorporate County, HGR, MAA and FAA - WADO Comments and Update Drawings				4		4	8	\$ 280	
Design Review Meeting (1)	3						3	\$ 285	
Submit 100%/Bid Documents - 5 Sets						4	4	\$ 140	\$ 500
Bid Phase Services									
Bid Document Distribution				1		3	4	\$ 140	
Pre-Bid Meeting (1)	1			2			3	\$ 165	
Bid Addendum(s) (1)	1			2		2	5	\$ 235	
Attend the Bid Opening (1), Prepare Bid Tabulation and Recommend Award				2			2	\$ 70	
Prepare bid tabulation and analyze bids		1		2			3	\$ 165	
Prepare recommendation for contract award		1					1	\$ 95	
Prepare conformed drawings - 3 Sets				1		4	5	\$ 175	\$ 300
Subcontracted Services									
Triad Engineering, Inc. – Field Topographic Survey								\$ 4,500	
Triad Engineering, Inc. - Geotechnical Investigations								\$ 7,900	
Total - Subcontracted Services:								\$12,400	
							Total Labor:	\$ 16,295	
							Overhead Cost (148.54%):	\$ 24,205	
							Subtotal:	\$ 40,500	
							Fixed Fee (12%):	\$ 4,860	
							Total with Overhead and Fixed Fee:	\$ 45,360	
							Total Direct Expenses:	\$ 800	
							Total - Subcontracted Services:	\$ 12,400	
							Grand Total (Lump Sum (LS)):	\$ 58,560	

ATTACHMENT A – FEDERAL CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM PROJECTS

(Issued on January 20, 2023)

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A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

~~Timetables~~

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

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

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

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

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

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

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

A3 BREACH OF CONTRACT TERMS

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

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

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

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

A4 BUY AMERICAN PREFERENCE

N/A for this Proposal.

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

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

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

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

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

Compliance with Nondiscrimination Requirements:

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

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

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

A7 CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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

~~1. Overtime Requirements.~~

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

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

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

~~3. Withholding for Unpaid Wages and Liquidated Damages.~~

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

~~4. Subcontractors.~~

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

A9 COPELAND “ANTI-KICKBACK” ACT

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

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

A10 DAVIS-BACON REQUIREMENTS

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

~~1. Minimum Wages.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

~~3. Payrolls and Basic Records.~~

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

~~6. Subcontracts.~~

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

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

~~7. Contract Termination: Debarment.~~

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

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

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

~~9. Disputes Concerning Labor Standards.~~

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

~~10. Certification of Eligibility.~~

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

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

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

A11 DEBARMENT AND SUSPENSION

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

Prompt Payment (49 CFR § 26.29)

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

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

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

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

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

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

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

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

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

A13 DISTRACTED DRIVING

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

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

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A15 DRUG FREE WORKPLACE REQUIREMENTS –

N/A (Sponsor Only)

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

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

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

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

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

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

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

A19 PROHIBITION OF SEGREGATED FACILITIES

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

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

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

A21 PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

A22 RIGHT TO INVENTIONS

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

A23 SEISMIC SAFETY

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

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

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

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

Term Definitions

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

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

A25 TERMINATION OF CONTRACT

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

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

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

A26 TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A27 VETERAN'S PREFERENCE

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

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

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



January 30, 2023

2023-HGR-1303

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

Sent electronically to: rbidle@triadeng.com

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

Dear Mr. Bidle:

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

SCOPE OF WORK

Item 1 – Design Survey

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

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

www.adci-corp.com



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- junction or appurtenance upstream and downstream outside the project limits. Triad will perform a design one-call with the Miss Utility System to have each utility company field locate and mark their service lines prior to survey, as required.
3. Drainage structure (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections) inside pipe diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to the next junction point outside the project limits.
 4. Pavement joints in areas between visibly differing pavement sections shall be surveyed. In the areas of asphalt overlay on concrete pavement, the visible reflective cracking of the asphalt over the previously concrete pavement shall be surveyed to establish concrete joint pattern.
 5. Proposed Boring Locations will be surveyed and marked in the field with the Boring Location Number. The surveyed locations and elevations shall be provided to ADCI for use by the Geotechnical Consultant.

Item 2 – Additional On-Call Design Survey

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

FORMAT

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



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

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

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

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



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

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

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

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

GENERAL

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



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



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January 30, 2023
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20. Companies whose employees perform work on the Airport shall have General Liability Insurance with a minimum coverage of \$1,000,000. You will be requested to provide a Certificate of Insurance when completing the Subconsultant Agreement.
21. If your firm is a **Disadvantaged Business Enterprise (DBE)**, provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.

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

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

Sincerely,

ADCI

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

Mahesh S. Kukata, PE
Vice President

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

SURVEY LIMIT TABLE

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

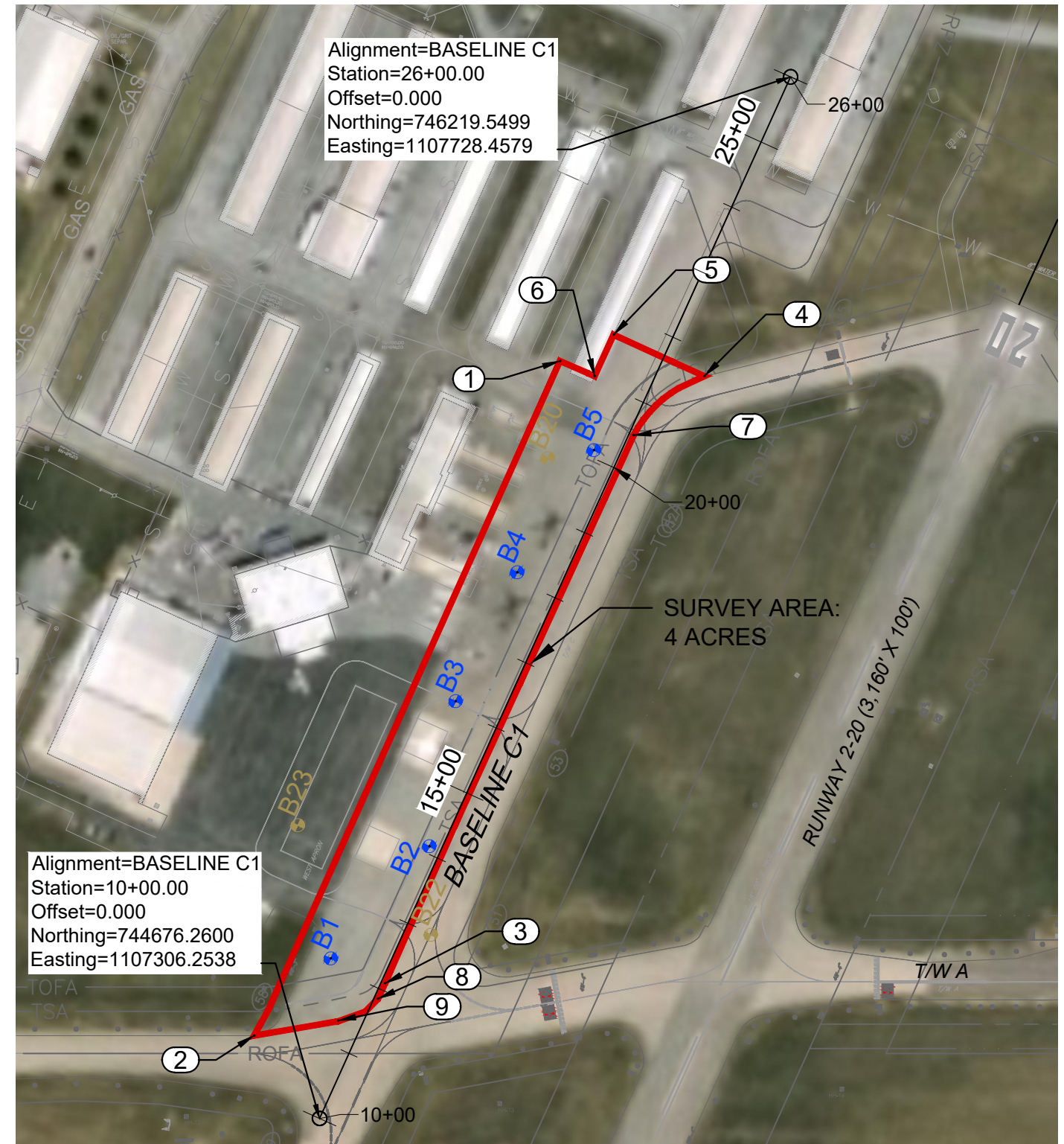
NOTES:

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

BORING LOCATION TABLE

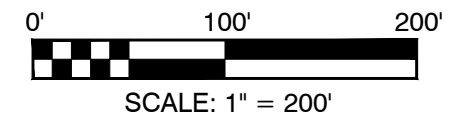
ID	NORTHING	EASTING	ELEV (FT)*	DEPTH (FT)
B1	744899.8172	1107286.5191	-	10'
B2	745076.5916	1107397.9883	-	10'
B3	745282.7814	1107402.4675	-	10'
B4	745474.5687	1107459.3316	-	10'
B5	745660.2350	1107538.4591	-	10'

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



LEGEND:

- SURVEY AREA
- APPROX. BORING LOCATION
- EXISTING CORING LOCATION



<p style="font-size: 0.8em;">AIRPORT DESIGN CONSULTANTS 6031 UNIVERSITY BLVD SUITE 330 ELLCOTT CITY, MD 21043 PHONE/FAX: 410.465.9600/9601</p>	DESIGNED: M.J.B.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="font-size: 0.7em;">REVISION No.</th> <th style="font-size: 0.7em;">REVISION DATE</th> <th style="font-size: 0.7em;">DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION No.	REVISION DATE	DESCRIPTION										<p style="font-size: 0.8em;">HAGERSTOWN REGIONAL AIRPORT</p>	PROJECT TITLE: HGR TAXIWAY C OFA REHABILITATION	FAA AIP No.: -
	REVISION No.		REVISION DATE	DESCRIPTION													
DRAWN: Z.A.F.	SHEET TITLE: SURVEY AND BORING EXHIBIT	SHEET No.: EX-1															
CHECKED: M.P.P.	SCALE: AS SHOWN	DATE: JANUARY 2023															
APPROVED: M.S.K.																	

February 9, 2023

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

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

Dear Mr. Morris:

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

PROJECT UNDERSTANDING

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

SCOPE OF SERVICES AND FEE

Design Ground (Topographic) Survey

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

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

SCOPE OF WORK

Item 1 – Design Survey

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

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

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

FORMAT

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

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

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

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

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

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

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

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

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

FEES

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

Taxiway C Object Free Area (OFA) approximately 4 acres

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

The following services are excluded.

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

SCHEDULE

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

AUTHORIZATION

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

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

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

Sincerely,

TRIAD ENGINEERING, INC.

A handwritten signature in blue ink that reads "Ronald D. Bidle, Jr." with a stylized flourish at the end.

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

Attachments: Professional Services Agreement

January 30, 2023

2023-HGR-1303

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

Sent electronically to: sgyurisin@triadeng.com

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

Dear Mr. Gyurisin:

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

SCOPE OF WORK

Item 1 – Design Geotechnical Investigation

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



Mr. Gyurisin
January 30, 2023
Page 2 of 5

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



Mr. Gyurisin
January 30, 2023
Page 3 of 5

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

GENERAL

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



Mr. Gyurisin
January 30, 2023
Page 4 of 5

- training class at the airport and apply for an Airport Identification (ID) Media badge to work in the secure areas of the airport. The training class takes about 1.5 hours and must be scheduled with the Airport Manager in advance. After taking the class, the persons to be badged must complete the badging application form. The applicants company is required to verify each applicant's previous ten year employment history prior to signing the application. Please allow 7-14 days to receive the required security clearance from the Transportation Security Administration (TSA). The required forms can be obtained by contacting the Airport Operations Manager.
14. All crews working in the active Aircraft Operation Area (AOA) shall have aviation band radios and monitor the Hagerstown Ground Frequency 120.8 MHz between the hours of 7:00 a.m. and 10:00 p.m. and Unicom Frequency 122.95 MHz at all other times. All activities on the airfield shall be coordinated with the Owner and the Engineer prior to the start of work. The work crews shall be prepared to clear the taxiway safety areas (TSAs) during aircraft operations as ordered by the Owner.
 15. The ADCI Project Manager and Airport Operations Manager must be contacted prior to beginning any reconnaissance and/or field work inside and/or outside the Airport Security fence or adjacent properties. The contact information for the Airport Manager is as follows:

Mr. Gene Bolanowski	Tel: (240) 313-2769
Operations Manager	Cell: (386) 846-9118
Hagerstown Regional Airport	Email: ebolanowski@washco-md.net
18434 Showalter Road	
Hagerstown, MD 21742	
 16. Since this project is funded by the Federal Government, please confirm that your firm is in compliance with the attached Title VI Assurances. As a requirement of these assurances, your firm shall be required to **sign and return** the enclosed *Certification for Contracts, Grants, Loans, and Cooperative Agreements*.
 17. Companies whose employees perform work on the Airport shall have General Liability Insurance with a minimum coverage of \$1,000,000. You will be requested to provide a Certificate of Insurance when completing the Subconsultant Agreement.
 18. If your firm is a **Disadvantaged Business Enterprise (DBE)**, provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.



Mr. Gyurisin
January 30, 2023
Page 5 of 5

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

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

Sincerely,

ADCI

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

Mahesh S. Kukata, PE
Vice President

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

SURVEY LIMIT TABLE

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

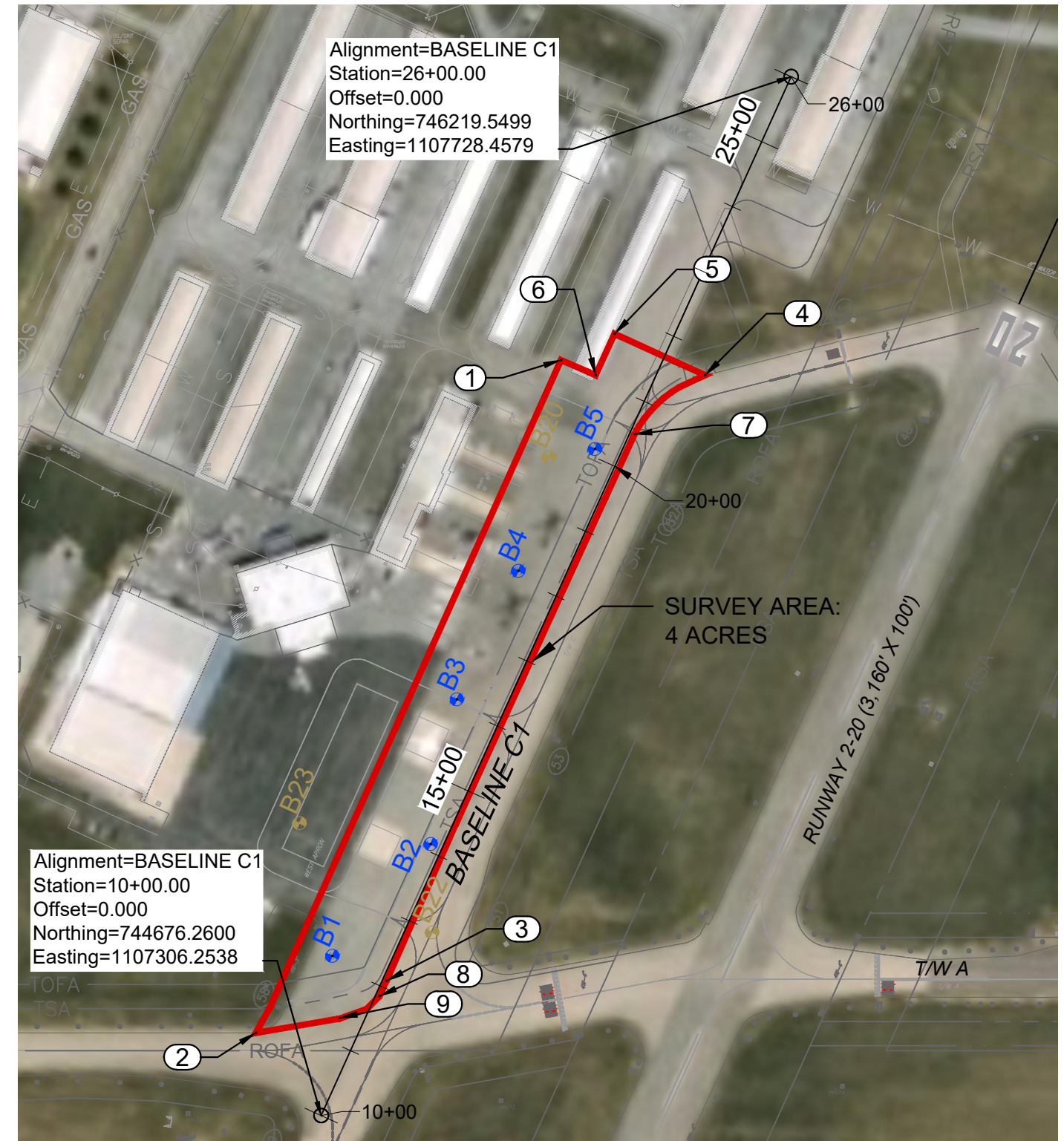
NOTES:

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

BORING LOCATION TABLE

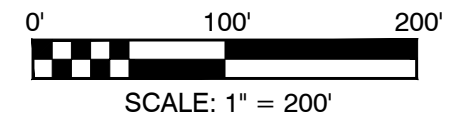
ID	NORTHING	EASTING	ELEV (FT)*	DEPTH (FT)
B1	744899.8172	1107286.5191	-	10'
B2	745076.5916	1107397.9883	-	10'
B3	745282.7814	1107402.4675	-	10'
B4	745474.5687	1107459.3316	-	10'
B5	745660.2350	1107538.4591	-	10'

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



LEGEND:

- SURVEY AREA
- B1 APPROX. BORING LOCATION
- B1 EXISTING CORING LOCATION



 AIRPORT DESIGN CONSULTANTS 6031 UNIVERSITY BLVD SUITE 330 ELLICOTT CITY, MD 21043 PHONE/FAX: 410.465.9600/9601	DESIGNED: M.J.B.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION No.</th> <th>REVISION DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION No.	REVISION DATE	DESCRIPTION										 HAGERSTOWN REGIONAL AIRPORT	PROJECT TITLE: HGR TAXIWAY C OFA REHABILITATION	FAA AIP No.: -
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APPROVED: M.S.K.																	

Field Exploration

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

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

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

Underground Utilities

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

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

Laboratory Testing

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

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

Evaluation and Detailed Report

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

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

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

FEES AND SCHEDULE

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

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

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

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

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

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

AUTHORIZATION

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


ITEMIZED FEE ESTIMATE

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

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

PROJECT TITLE:	Taxiway C OFA Rehabilitation, Phase 2 - Construction Phase Services
AIRPORT:	Hagerstown Regional Airport – Richard A. Henson Field
PROJECT NO:	PUR-1450; TO #17; Purchase Order (PO) pending FAA Grant issuance
DATE OF ISSUANCE:	Pending FAA Grant Issuance
ATTACHMENTS:	
METHOD OF PAYMENT:	Design/Bidding - N/A Construction - Cost-Plus-A-Fixed-Fee (Not-To-Exceed)
TASK ORDER AMOUNT:	Design/Bidding - N/A Construction - \$ 70,222
PROJECT DESCRIPTION:	See the attached ADCI's Scope of Work and Price Proposal dated June 4, 2024.

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

June 4, 2024

2024-HGR-1301

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

Sent electronically to: ndoran@washco-md.net

Reference: Taxiway C Object Free Area (OFA) Rehabilitation, Phase 2 – Construction Phase
Services (Task Order No. 17)
Scope of Work and Price Proposal
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Doran:

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

Whereas, the County and ADCI entered into an Agreement (PUR-1450) for ADCI to provide Professional Services that was originally executed on January 27, 2020. All of the terms and conditions of the Agreement, as amended and restated on January 27, 2021, remain in full effect and apply to this Specific Project Proposal with the exception of the Federal Contract Provisions contained therein. Those provisions are considered null and void and, by execution of this Proposal, shall be replaced with the current applicable required Federal Contract Provisions, dated November 17, 2022 and editorially updated May 24, 2023.

For this task, the following subconsultants will assist us:

- Construction Survey – Triad Engineering, Inc.
- QA Testing – Ackenheil Engineers, Inc. (DBE)

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



A. DESCRIPTION OF WORK

Background Information

This Project is for the construction phase of a project to rehabilitate the existing pavement within the Taxiway C Object Free Area (OFA) adjacent to the West Apron and T-Hangars at the Airport. Taxiway C is the full-length parallel Taxiway to Runway 2-20. The Object Free Area (OFA) pavement provides direct access for the Fixed Based Operator (FBO), Flight School, Medivac, other Hangar/T-Hangar tenants, to the airfield and for other based/itinerant traffic to the self-serve fueling station. Per the 2019 Pavement Management Plan (PMP), the existing pavement section is 4-6 inches of P-401 Hot Mix Asphalt (HMA) on 8-12 inches of P-209 Crushed Aggregate Base Course (CABC) and a small portion of the work area was last rehabilitated in 2008. It is anticipated that the Project will include isolated full depth repairs, a mill and overlay, crack repair, and new surface painted markings. An investigation was conducted in January of 2023 to calculate updated PCI's for the pavement. Based on our updated visual inspection, the new overall average PCI for the area is a 69.

B. CONSTRUCTION PHASE SERVICES

ADCI proposes to provide the County with construction phase services for the referenced project. Services include project management, construction administration, resident engineering/inspection, and other construction phase support services described in greater detail below. These services are based on the assumption that the construction duration will not exceed **twenty (20)** consecutive calendar days.

1. Project Management

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

1. Proposal Preparation. Prepare the Scope of Work and assist the County in satisfying the requirements of Grant Offer to receive grant funding for this Project.
2. Project Administration. Throughout the course of the project ADCI shall provide the following administrative services:
 1. Provide all necessary coordination with appropriate State and Local agencies, including correspondence, telephone contact, memorandums and a maximum of one (1) meeting(s) or conference(s). Such coordination shall be provided during the period covered by the agreed upon schedule for completion of the Project.
 2. Assist County with Quarterly Performance Reporting, as required.
 3. Assist County with Annual Financial Reporting, as needed.
3. FAA/MAA Pay Requests. Consult with County, FAA and MAA to determine any specific requirements, conditions or limitations relative to the Project and incorporate them in revised estimates and documentation.
 1. Assist County in the preparation of Requests for Reimbursement from the Federal and State Agencies during the duration of the Project, with legal assistance provided by the County. Prepare and submit draft FAA/MAA pay requests for reimbursement of County's project expenses during construction phase. Prepare pay request summary



spreadsheet, project summary spreadsheet and documentation for County's use in submitting monthly pay requests.

2. Construction Administration

Construction Administration includes:

1. Preconstruction Meeting. Schedule, prepare for, and conduct meeting to discuss project scope, work schedule, airport operational safety, contract relationships, contract time, utility interface, project coordination, marking and lighting of construction areas, construction plans and specifications, measurement, payment, inspections, and other project specific items. Prepare and distribute meeting notes.
2. Review and Processing of the Contractor's Submittals and Pay Requests.
3. Request For Information (RFI) Response. Respond to RFI's from the Contractor and Issue necessary interpretations and clarifications of the Contract Documents.
4. Preparation and Submission of the FAA Weekly Inspection Reports to County, HGR, FAA-WADO, and MAA-ORAA. ADCI on-site staff will be responsible for daily correspondence with the Contractor, ATCT and HGR.
5. Preparation and Coordination of project Change Orders through County, HGR, MAA-ORAA and FAA-WADO, as required. This will also include negotiations with the Contractor on price and schedule.
6. Progress Meetings/Site Visits - Conduct weekly progress meetings to discuss such matters as procedures, progress, and scheduling. Construction Manger shall prepare and provide interested parties with meeting minutes after each progress meeting. Track old business and action items and prepare notes for use as agenda for next meeting. If necessary, the Engineer will visit the Airport at additional times to review construction questions/problems. Engineer shall conduct site visits to observe the construction. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable Contractor(s) furnishing and performing their work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s)' nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.



7. Substantial Completion Inspection. Conduct a Substantial Completion inspection to develop a punchlist and determine if the work has been completed to a point where the Owner may take beneficial occupancy of the project area. ADCI, HGR, FAA-WADO, and MAA-ORAA will walk over the entire project before the job is released. The punch list items will be reviewed prior to the final inspection. The Engineer shall write minutes and distribute them to all those in attendance.
8. Final Inspection. Attendance by Construction Manager and RPR at one (1) Final Inspection Meeting to verify punchlist completion and Distribution of Meeting Notes.

3. Construction Management and Resident Engineering/Inspection

ADCI is proposing Vince DeCario, P.E. in the role of Construction Manager. Resident Project Representative (RPR) will also be provided by ADCI to monitor the work.

1. Resident Project Representative (RPR). ADCI will provide a full-time Resident Inspector to inspect and monitor the Contractor's work daily for compliance with the Contract Documents. RPR services are based on three (3) weeks of construction at fifty (50) hours per week, Monday through Friday, for the anticipated construction duration. In addition, resident inspector will be available upon completion for punch list items and contract closeout.

4. 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 three (3) reimbursement requests are anticipated.

5. Project Closeout

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

ADCI will then 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. A Flash Drive with the project documents will be provided to the FAA-WADO and MAA-ORAA.

C. ITEMS NOT INCLUDED

Items not included in this contract include:

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

Mr. Neil Doran, C.M, ACE
June 4, 2024



D. ITEMS FURNISHED BY HGR

HGR will assure the following:

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

E. COMPENSATION

For the Professional Engineering Services described in **Paragraph B** above, we request compensation on a **Cost-Plus-A-Fixed-Fee (Not-To-Exceed (NTE))** basis. All subcontractor costs will be billed without any mark-up. The cost of these services is estimated to be **\$70,222**. A list of tasks and breakdowns of the man-hours and costs required for the project are attached.

F. SCHEDULE

ADCI anticipates the following completion schedule for this project relative to Notice-to-Proceed. Construction is anticipated to begin once the FAA Grant is received and executed by the County in the Summer of 2024.

Construction is anticipated to start in late September or October of 2024 and actual construction is anticipated to take approximately three (3) weeks upon receipt of NTP from the County.

G. AUTHORIZATION

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

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

Sincerely,

A handwritten signature in blue ink that reads "Ronald N. Morris". The signature is written in a cursive style with a large, looping initial "R".

Ronald N. Morris, PE, CM for
Mahesh S. Kukata, PE
Vice President

Attachments

L:\Proposals\HGR\2024-HGR-1301 Taxiway C OFA Rehabilitation_TO_17\20240604 Proposal - HGR Taxiway C Rehab Ph 2 Const 1303.docx

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

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
Date Prepared: June 4, 2024
Total Budget Amount: \$70,222

	Construction Manager	Senior Engineer	Senior Resident Inspector	Resident Inspector	Project Engineer	CAD Designer			
Work Classification:							Total Hours	Total Labor	Total Direct
Direct labor cost:	\$ 110.00	\$ 99.00	\$ 65.00	\$ 47.50	\$ 55.00	\$ 39.00	by Task	Cost	Expenses
Project Management									
Proposal Preparation	1						1	\$ 110	
Project Administration	8				1	4	13	\$ 1,091	
FAA/State Pay Requests (3)	3						3	\$ 330	
Construction Administration									
Preparation for and Attendance at the Pre-Construction Conference	1		4		4	1	10	\$ 629	
Review and Processing of Contractor's Submittals and Pay Requests (3)					20		20	\$ 1,210	
Review and Responses to Contractor's Requests for Information (RFIs)					4		4	\$ 220	
Preparation and Submission of FAA Weekly Inspection Reports					4		4	\$ 220	
Preparation of Change Orders based on Unforeseen Items					2	4	6	\$ 266	
Preparation and Coordination of Change Orders with HGR, MAA and FAA-WADO	1				4	6	11	\$ 564	
Hold Weekly Progress Meetings and Prepare Meeting Minutes	2				4		6	\$ 440	
Substantial Completion Inspection and Preparation of Punch List					2		2	\$ 110	
Final Inspection/Walk-Through and Project Acceptance	1		4		2		7	\$ 480	
Construction Management and Resident Engineering/Inspection									
Construction Manager (4 hours a week for site visits/inspection)	12						12	\$ 1,320	
Resident Inspector (3 weeks at 50 hours/week)				150			150	\$ 7,125	
Vehicle Allowance for Inspection Staff (1 months)									\$ 1,000

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

Multipliers	
Overhead:	148.54%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**
Date Prepared: June 4, 2024
Total Budget Amount: \$70,222

Work Classification:	Construction Manager	Senior Engineer	Senior Resident Inspector	Resident Inspector	Project Engineer	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses	
Direct labor cost:	\$ 110.00	\$ 99.00	\$ 65.00	\$ 47.50	\$ 55.00	\$ 39.00				
Preparation of Requests for Reimbursement										
Requests for Reimbursements (3)	3				6		9	\$ 660		
Preparation of DBE Accomplishment Report										
Coordination with Subconsultant, County, HGR and FAA	4						4	\$ 440		
Project Closeout										
Submit Final Engineer's Report, Quantities, and Record Drawings (2 Hard Copies)	2				16	20	38	\$ 1,880	\$ 500	
Grant Closeout	2						2	\$ 220		
Subcontracted Services								Total Labor: \$ 17,315	\$ 1,500	
Ackenheil Engineers, Inc. – Quality Assurance Testing	\$11,923.53							<u>Overhead Cost (148.54%):</u> \$ 25,720		
Triad Engineering, Inc. – Quality Assurance Surveying	\$8,600.00							Subtotal: \$ 43,035		
								<u>Fixed Fee (12%):</u> \$ 5,164		
Subtotal - Subcontracted Services:	\$20,523.53							Total with Overhead and Fixed Fee: \$ 48,199		
0% Markup:	\$0.00							Total Direct Expenses: \$ 1,500		
Total - Subcontracted Services:	\$20,524							<u>Total - Subcontracted Services: \$ 20,524</u>		
								Grand Total (Cost-Plus-A-Fixed-Fee (Not-To-Exceed (NTE)): \$ 70,222		



ACKENHEIL ENGINEERS, INC.

GEOTECHNICAL · CIVIL · INSPECTION · TESTING
1000 Banksville Road, Pittsburgh, Pennsylvania 15216
Ph 412-531-7111 · Fax 412-531-4334 · www.ackenheil.com

March 14, 2024

Mr. Ronald M. Morris, P.E.
Airport Design Consultants, Inc.
6031 University Boulevard, Suite 330
Ellicott City, Maryland 21043

Subject: Updated Proposal for Construction Quality Acceptance (QA) Testing
Taxiway "C" Rehabilitation
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland
Ackenheil Project No. 20514B

Dear Mr. Morris:

Ackenheil is pleased with the opportunity to assist Airport Design Consultants, Inc. (ADCI), on the above referenced project. Ackenheil will perform QA materials testing and geotechnical consultations for the above referenced project at the Hagerstown Regional Airport in Hagerstown, Maryland, for conformance to the project specific specifications.

Our services will be performed using the Labor Rates and Expenses Unit Rates indicated in the attached Estimated Costs. Geotechnical Engineer and Asphalt Inspector hours and expenses are based on the number of site visits indicated in the attached Estimated Costs to perform field consultations for unforeseen conditions and for plant asphalt testing.

Based on the above scope of work, Ackenheil's not-to-exceed cost for this work is **\$11,923.53**. To authorize this work, please sign the attached Agreement for Professional Services and return to Ackenheil.

Please call us at 412-531-7111 if you have any questions or need additional information.

Very truly yours,

ACKENHEIL ENGINEERS, INC.

Burton R. Holt, P.E.
Technical Operations Manager

Attachments

Your Project is Our Priority

ESTIMATED COSTS

**Construction Quality Acceptance Testing - P401 Asphalt
Hagerstown Regional Airport (HGR)
Taxiway "C" Rehabilitation
Ackenheil Engineers, Inc.**

Date: 3/14/2024

Task Description	Project Manager	Geotech Engineer	Asphalt Inspector	Soil Tech.	Clerical	Total
Item 1) Construction Quality Acceptance Testing						
Review Asphalt and Aggregate Submittals	4	2	2			8
Asphalt Testing at CW Metzger Plant (3 Days)	3		36			39
Site Visit, Unforeseen Conditions (1 Day)	1	12				13
Travel Time (4 Roundtrips @ 6 hrs/trip)		6	18			24
Review and Submit Final Reports	2	2	2			6
Total Hours	10	22	58	0	0	90
Average 2024 Hourly Rate	\$67.50	\$52.00	\$35.00	\$30.00	\$25.00	
Total Direct Labor	\$675	\$1,144	\$2,030	\$0	\$0	\$3,849
Total Direct Payroll:						\$3,849.00
Total Indirect Payroll @ 142.427% (2022 FAR Audited Overhead Rate):						\$5,482.02
Total Direct & Indirect Payroll Costs:						\$9,331.02
Net Fee @ 23.50% of Direct Labor:						\$904.52
Total Payroll Costs & Net Fee:						\$10,235.53
Expenses:						\$1,688.00
Total Estimated Cost:						\$11,923.53
Expenses:						
Vehicle Mileage:	1,400 Miles @ \$0.67/Mile =					\$938.00
Lodging:	3 Nights @ 150/Night =					\$600.00
Meals	3 Days @ \$50/Day =					\$150.00
Total Estimated Expenses:						\$1,688.00

time for the construction surveys as a separate line item cost for each item indicated.

The RFP indicates to include a fee for three (3) total construction survey days, which is listed below.

Item 2 – As-Built Survey/Quantity Verification

2. Provide as-built survey of the new pavement surface (25 foot grid), asphalt construction joint locations, concrete pavement, pavement seal coat limits, and pavement markings constructed within the project area for verification and as-built quantities. For the preparation of your proposal, it should be assumed that the as-built surveys will be completed on a pullback basis between the hours of 7:00 a.m. to 7:00 p.m.

The RFP indicates to include a fee for a four (4) acre+/- area, which is listed below.

FORMAT

3. Horizontal and vertical control for this project shall be obtained using the Primary Airport Control Station (PACS) established at the Airport. The PACS designation is HGR AP STA B and the Point ID is JV7053. Horizontal control shall be referenced to the state plane coordinate system North American Datum (NAD) 83, latest adjustment at time of survey; as provided on the NGS Data Sheet. Vertical control shall be referenced to the North American Vertical Datum (NAVD) 88 datum. Reference all Ellipsoidal Heights to NAD83 (GRS 80) realization. The most recent National Geodetic Survey (NGS) GEOID model, shall be used. Spot elevations shall be given to V0.01 feet for paved sections and V0.1 feet for turfed sections. Locations of permanent items within the project limits shall be shown relative to “**Baseline C1**” (horizontal control V0.05Y).
4. It is requested that two (2) files (AutoCAD Civil3D 2018 or later) containing the following information be submitted for our use:

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

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

- + The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
- + The grid pattern on the drawings shall be based on the State Plane Grid Coordinate System.
- + No elevations shall be assigned to any lines or objects in the planimetrics file. Only contours, breaklines and spot elevations shall have elevations assigned to them.

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

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

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

FEES

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

Taxiway C Object Free Area (OFA)

Item 1 – Construction Surveys.....	\$ 5,500
Item 2 - As-Built Survey/Quantity Verification.....	\$ 3,100

The following services are excluded.

- 1. FEMA Hydrology and Hydraulic studies or permitting.
- 2. National Environmental Policy Act (NEPA) Compliance.
- 3. Historical and Archaeological Studies.
- 4. Studies for Rare, Threatened, or Endangered Species.

5. Obtaining an approved jurisdictional determination from the USACE/MDE.
6. Consultation, Permitting, compensatory mitigation design, and/or mitigation monitoring for impacts to jurisdictional waters of the United States and/or waters of the State, including wetlands.
7. Attendance at monthly progress meetings.
8. Attendance at public meetings or hearings.
9. Applying for permits.
10. Boundary Surveys.
11. ALTA/NSPS Land Title Surveys.
12. Easement Description or Plat Preparation.
13. Title Search and Report.
14. Zoning Variances or Traffic Studies.

SCHEDULE

Triad will endeavor to complete the assigned tasks as efficiently as possible and provide all related deliverables to ADCI within the timeframes requested in the RFP. Circumstances may arise beyond our control that could result in delays.


AUTHORIZATION

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

This proposal shall remain open for acceptance for a period of 60 days from this date. Triad Engineering appreciates the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

TRIAD ENGINEERING, INC.



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

Attachments: Professional Services Agreement

ATTACHMENT A – FEDERAL CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM PROJECTS

(Issued on May 24, 2023)

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A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

~~Timetables~~

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

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

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

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

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

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

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

A3 BREACH OF CONTRACT TERMS

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

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

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

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

A4 BUY AMERICAN PREFERENCE

N/A for this Proposal.

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

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

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

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

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

Compliance with Nondiscrimination Requirements:

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

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

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

A7 CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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

~~1. Overtime Requirements.~~

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

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

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

~~3. Withholding for Unpaid Wages and Liquidated Damages.~~

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

~~4. Subcontractors.~~

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

A9 COPELAND “ANTI-KICKBACK” ACT

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

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

A10 DAVIS-BACON REQUIREMENTS

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

~~1. Minimum Wages.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

~~3. Payrolls and Basic Records.~~

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

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

~~security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).~~

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

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

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

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

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

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

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

~~4. Apprentices and Trainees.~~

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

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

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

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

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

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

~~6. Subcontracts.~~

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

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

~~7. Contract Termination: Debarment.~~

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

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

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

~~9. Disputes Concerning Labor Standards.~~

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

~~10. Certification of Eligibility.~~

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

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

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

A11 DEBARMENT AND SUSPENSION

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

Prompt Payment (49 CFR § 26.29)

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

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

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

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

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

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

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

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

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

A13 DISTRACTED DRIVING

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

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

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A15 DRUG FREE WORKPLACE REQUIREMENTS –

N/A (Sponsor Only)

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

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

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

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

A19 PROHIBITION OF SEGREGATED FACILITIES

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

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

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

A21 PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

A22 RIGHT TO INVENTIONS

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

A23 SEISMIC SAFETY

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

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

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

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

Term Definitions

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

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

A25 TERMINATION OF CONTRACT

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

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

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

A26 TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A27 VETERAN'S PREFERENCE

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

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

The original Agreement for Professional Services between Board of County Commissioners of Washington County, Maryland (County) and Airport Design Consultants, Inc. (ADCl) 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 ADCl. The original Federal Contract Provisions have been updated and are being replaced with those included in Attachment A to this Task Order Proposal.

ACCEPTED

by: _____

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

APPROVED

by: _____

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



March 30, 2023

2023-HGR-1304

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

Sent electronically to: ndoran@washco-md.net

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

Dear Mr. Doran:

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

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

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

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

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

www.adci-corp.com



Mr. Neil Doran, C.M, ACE

March 30, 2023

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

A. DESCRIPTION OF WORK

Background Information

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

Pavement Evaluation

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

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

Airfield Electrical Upgrades

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



Mr. Neil Doran, C.M, ACE

March 30, 2023

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Edge Lighting

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

Airfield Guidance Signs

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

Supplemental Wind Cones

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

B. PROFESSIONAL ENGINEERING SERVICES

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

1. Project Management

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



Mr. Neil Doran, C.M, ACE

March 30, 2023

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



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2. Design Phase Services

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



Mr. Neil Doran, C.M, ACE

March 30, 2023

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

C. ITEMS NOT INCLUDED

Items not included in this contract include:

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

D. COMPENSATION

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

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

F. SCHEDULE

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

Preliminary Design	NTP + 90 Calendar Days
<i>Survey</i>	<i>NTP + 30 Calendar Days</i>
<i>Geotechnical Results</i>	<i>NTP + 60 Calendar Days</i>
30% Submittal	NTP + 120 Calendar Days
90% Submittal	NTP + 180 Calendar Days
100% Submittal/Bid Documents	NTP + 240 Calendar Days

E. AUTHORIZATION

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



Mr. Neil Doran, C.M, ACE

March 30, 2023

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

Sincerely,

Airport Design Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Mahesh S. Kukata". The signature is written in a cursive style and is positioned above the printed name.

Mahesh S. Kukata, PE

Vice President

Attachments

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

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

Multipliers	
Overhead:	148.54%
Profit:	12.00%

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

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
	Direct labor cost: \$ 95.00	\$ 85.00	\$ 50.00	\$ 35.00	\$ 60.00	\$ 35.00			
Project Management									
Proposal Preparation	4	4				4	12	\$ 860	
Environmental Coordination (Documented CATX)	1	4	8	16		4	33	\$ 1,535	
Prepare and Submit 7460s for Temporary Construction Objects to FAA for Review and Determination		2	4	8		20	34	\$ 1,350	
Project Administration	4	24					28	\$ 2,420	
FAA/State Pay Requests (6)	3		12				15	\$ 885	
Prepare Grant Application (1)	1	2	4	8			15	\$ 745	
Requests for Reimbursements (4)	4	8					12	\$ 1,060	
Preliminary Design									
Project Kick-off Meeting (1)	3	3	12			16	34	\$ 1,700	
Record Document Collection and Review		4		8		16	28	\$ 1,180	
Coordinate Field Topographic Surveys and Geotech Work		10				8	18	\$ 1,130	
Provide Airfield Escort for Field Topographic Surveys and Geotech Work (2 weeks)					80		80	\$ 4,800	
Obtain Survey and Set Up CAD Base Files		4	4	8		20	36	\$ 1,520	
Provide Fleet Mix and Forecast Data for Pavement Design	4	8	8				20	\$ 1,460	
Design Review Meeting (1)	3	3	12				18	\$ 1,140	
30% Submittal									
TITLE SHEET			2			2	4	\$ 170	
GENERAL PROJECT LAYOUT		2	2	4		8	16	\$ 690	
GENERAL CONSTRUCTION AND SAFETY NOTES		2	4	8		8	22	\$ 930	
OVERALL CONSTRUCTION PHASING PLAN AND NOTES	2	4	10	20		40	76	\$ 3,130	
CONSTRUCTION SAFETY AND PHASING PLANS (2)	4	8	10	40		40	102	\$ 4,360	
CONSTRUCTION PHASING DETAILS AND NOTES (2)	2	2	8	10		20	42	\$ 1,810	
DEMOLITION PLANS (4)	2	4	8	20		40	74	\$ 3,030	
PAVING AND GEOMETRY PLANS (4)	4	4	10	20		40	78	\$ 3,320	
TYPICAL SECTIONS AND PAVING DETAILS (2)	4	8	8	20		20	60	\$ 2,860	
RUNWAY PROFILES (2)	2	4	10	20		40	76	\$ 3,130	
GRADING PLAN AND PROFILE (4)	2	4	10	20		80	116	\$ 4,530	
PAVEMENT MARKING PLANS (4)		2	4	4		20	30	\$ 1,210	
PAVEMENT MARKING DETAILS (2)		2	4	4		10	20	\$ 860	
ELECTRICAL DEMOLITION PLANS (4)	2	4	4	10		20	40	\$ 1,780	
ELECTRICAL PLANS (4)	2	4	4	10		40	60	\$ 2,480	
ELECTRICAL DETAILS (2)	2	3	2	6		16	29	\$ 1,315	
WINDCONE DETAILS (1)		1	2	4		4	11	\$ 465	
BORING LOCATION PLAN				4		4	8	\$ 280	
BORING LOGS				4		4	8	\$ 280	
Design Report (including construction schedule)	4	4	40	10		8	66	\$ 3,350	
Preliminary Engineer's Opinion of Probable Cost (EOPC)	2	2	8	12		10	34	\$ 1,530	
Submit 30% Documents - 5 Sets (Electronic Only)		2		4		4	10	\$ 450	

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

Multipliers	
Overhead:	148.54%
Profit:	12.00%

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

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
Direct labor cost:	\$ 95.00	\$ 85.00	\$ 50.00	\$ 35.00	\$ 60.00	\$ 35.00			
Final Design - 90% Submittal									
TITLE SHEET							2	\$ 70	
GENERAL PROJECT LAYOUT			2	2			4	\$ 310	
SURVEY CONTROL PLAN			2	2			4	\$ 310	
GENERAL CONSTRUCTION AND SAFETY NOTES		2	2	2			8	\$ 410	
OVERALL CONSTRUCTION PHASING PLAN AND NOTES	2	4	8	20			10	\$ 1,980	
CONSTRUCTION SAFETY AND PHASING PLANS (2)	4	8	10	20			40	\$ 3,660	
CONSTRUCTION PHASING DETAILS AND NOTES (2)		2	2	4			8	\$ 690	
DEMOLITION PLANS (4)		4	8	16			24	\$ 2,140	
PAVING AND GEOMETRY PLANS (4)	2	4	10	20			20	\$ 2,430	
TYPICAL SECTIONS AND PAVING DETAILS (2)	2	4	10	20			40	\$ 3,130	
RUNWAY PROFILES (2)	2	2	4	4			8	\$ 980	
GRADING PLAN AND PROFILE (4)	2	4	10	20			40	\$ 3,130	
PAVEMENT MARKING PLANS (4)		2	2	4			2	\$ 480	
PAVEMENT MARKING DETAILS (2)		2	2	2			2	\$ 410	
ELECTRICAL DEMOLITION PLANS (4)	2	4	8	16			24	\$ 2,330	
ELECTRICAL PLANS (4)	2	4	8	16			24	\$ 2,330	
ELECTRICAL DETAILS (2)	1	2	4	8			14	\$ 1,235	
WINDCONE DETAILS (1)		1	2	4			4	\$ 465	
BORING LOCATION PLAN							1	\$ 35	
BORING LOGS							1	\$ 35	
CROSS SECTIONS (4)	2	10	10	20			40	\$ 3,640	
Technical Specifications	10	10	20				40	\$ 2,800	
Final Engineer's Opinion of Probable Cost (EOPC)	2	2	4	12			20	\$ 980	
Design Report	4	8	20				8	\$ 2,340	
Design Review Meeting (1)	3	3	6				12	\$ 840	
Submit 90% Documents - 5 Sets (Electronic Only)			4	4			4	\$ 480	

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

Multipliers	
Overhead:	148.54%
Profit:	12.00%

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

Work Classification:	Senior Project Manager		Senior Engineer		Project Engineer		Design Engineer		Senior Inspector		CAD Designer		Total Hours by Task	Total Labor Cost	Total Direct Expenses
	Senior	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer								
Direct labor cost:	\$ 95.00		\$ 85.00		\$ 50.00		\$ 35.00		\$ 60.00		\$ 35.00				
Final Design - 100% Submittal/Bid Documents															
100% Drawings															
Incorporate County, HGR, MAA and FAA - WADO Comments and Update Drawings			4		8		20		20			40	92	\$ 4,160	
Design Review Meeting (1)			3		3		12						18	\$ 1,140	
Submit 100%/Bid Documents - 12 Sets					2		4					5	11	\$ 545	\$ 3,000

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

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

ATTACHMENT A – FEDERAL CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM PROJECTS

(Issued on January 20, 2023)

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A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

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

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

~~Timetables~~

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

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

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

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

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

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

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

A3 BREACH OF CONTRACT TERMS

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

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

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

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

A4 BUY AMERICAN PREFERENCE

N/A for this Proposal.

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

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

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

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

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

Compliance with Nondiscrimination Requirements:

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

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

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

A7 CLEAN AIR AND WATER POLLUTION CONTROL

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

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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

~~1. Overtime Requirements.~~

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

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

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

~~3. Withholding for Unpaid Wages and Liquidated Damages.~~

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

~~4. Subcontractors.~~

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

A9 COPELAND “ANTI-KICKBACK” ACT

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

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

A10 DAVIS-BACON REQUIREMENTS

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

~~1. Minimum Wages.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

~~3. Payrolls and Basic Records.~~

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

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

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

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

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

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

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

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

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

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

~~4. Apprentices and Trainees.~~

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

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

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

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

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

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

~~6. Subcontracts.~~

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

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

~~7. Contract Termination: Debarment.~~

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

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

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

~~9. Disputes Concerning Labor Standards.~~

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

~~10. Certification of Eligibility.~~

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

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

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

A11 DEBARMENT AND SUSPENSION

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

Prompt Payment (49 CFR § 26.29)

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

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

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

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

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

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

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

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

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

A13 DISTRACTED DRIVING

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

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

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

A15 DRUG FREE WORKPLACE REQUIREMENTS –

N/A (Sponsor Only)

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

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

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

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

A19 PROHIBITION OF SEGREGATED FACILITIES

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

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

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

A21 PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

A22 RIGHT TO INVENTIONS

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

A23 SEISMIC SAFETY

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

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

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

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

Term Definitions

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

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

A25 TERMINATION OF CONTRACT

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

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

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

A26 TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

A27 VETERAN'S PREFERENCE

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

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

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



January 30, 2023

2023-HGR-1303

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

Sent electronically to: rbidle@triadeng.com

Reference: Runway 2/20 Rehabilitation – Design and Bid Phase Services
Request For Proposal – Design Survey
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Bidle:

Airport Design Consultants, Inc. (ADCI) is requesting a proposal from your firm to provide Design Ground Surveys for the above referenced project at the Hagerstown Regional Airport – Richard A. Henson Field (HGR). This Project is for the design and bidding phases of a project to rehabilitate the existing Runway 2/20 pavement and Taxiway M at the Airport. A Pavement Management Program (PMP) was prepared in 2019 and the Sections being rehabilitated as part of this Project include RW 2-20-20, RW2-20-30 and TWAY M-10. The Project will include isolated full depth repairs, a mill and overlay, crack repair, new pavement markings and the replacement of the existing lighting and signage fixtures with new LED Fixtures. The proposed survey area is generally depicted on the enclosed **Exhibit A**.

SCOPE OF WORK

Item 1 – Design Survey

1. All topographical information including ground spot elevations, shall be provided to the limits shown on **Exhibit A** (approximately 12 Acres).
2. Locations of all utilities within the marked survey area (underground and above) shall be marked and identified, including, but not limited to sanitary sewer, water, gas, and electrical. Utility structures shall be given with top elevations and

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

www.adci-corp.com



Mr. Bidle
January 30, 2023
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- size/type of cover. Storm, sanitary and waterlines shall be traced to the next junction or appurtenance upstream and downstream outside the project limits. Triad will perform a design one-call with the Miss Utility System to have each utility company field locate and mark their service lines prior to survey, as required.
3. Drainage structure (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections) inside pipe diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to the next junction point outside the project limits.
 4. Pavement joints in areas between visibly differing pavement sections shall be surveyed. In the areas of asphalt overlay on concrete pavement, the visible reflective cracking of the asphalt over the previously concrete pavement shall be surveyed to establish concrete joint pattern.
 5. Proposed Boring Locations will be surveyed and marked in the field with the Boring Location Number. The surveyed locations and elevations shall be provided to ADCI for use by the Geotechnical Consultant.

Item 2 – Additional On-Call Design Survey

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

FORMAT

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



Mr. Bidle
January 30, 2023
Page 3 of 6

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

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

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

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



Mr. Bidle
January 30, 2023
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a copy of ADCI's standard linetype definition file is included. If the surveyor is unable to use this linetype definition file, the "continuous" linetype should be used in place of ADCI's custom linytypes. No additional text items or symbols should be placed along the line to "approximate" a custom linetype.

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

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

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

GENERAL

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



Mr. Bidle
January 30, 2023
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- b. Airport name
 - c. ADCI project number
 - d. Invoice number
 - e. Workhour cost, with breakdown of hours and fees
 - f. Non-salary costs
16. If your company does not already possess an Airfield Security Badge for HGR, then at least one member of the survey party must attend a safety and security training class at the airport and apply for an Airport Identification (ID) Media badge to work in the secure areas of the airport. The training class takes about 1.5 hours and must be scheduled with the Airport Manager in advance. After taking the class, the persons to be badged must complete the badging application form. The applicants company is required to verify each applicant's previous ten year employment history prior to signing the application. Please allow 7-14 days to receive the required security clearance from the Transportation Security Administration (TSA). The required forms can be obtained by contacting the Airport Operations Manager.
17. All crews working in the active Aircraft Operation Area (AOA) shall have aviation band radios and monitor the Hagerstown Ground Frequency 120.8 MHz between the hours of 7:00 a.m. and 10:00 p.m. and Unicom Frequency 122.95 MHz at all other times. All activities on the airfield shall be coordinated with the Owner and the Engineer prior to the start of work. The work crews shall be prepared to clear the taxiway safety areas (TSAs) during aircraft operations as ordered by the Owner.
18. The ADCI Project Manager and Airport Operations Manager must be contacted prior to beginning any reconnaissance and/or field work inside and/or outside the Airport Security fence or adjacent properties. The contact information for the Airport Manager is as follows:
- | | |
|-----------------------------|---|
| Mr. Gene Bolanowski | Tel: (240) 313-2769 |
| Operations Manager | Cell: (386) 846-9118 |
| Hagerstown Regional Airport | Email: ebolanowski@washco-md.net |
| 18434 Showalter Road | |
| Hagerstown, MD 21742 | |
19. Since this project is funded by the Federal Government, please confirm that your firm is in compliance with the attached Title VI Assurances. As a requirement of these assurances, your firm shall be required to **sign and return** the enclosed *Certification for Contracts, Grants, Loans, and Cooperative Agreements*.



Mr. Bidle
January 30, 2023
Page 6 of 6

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

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

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

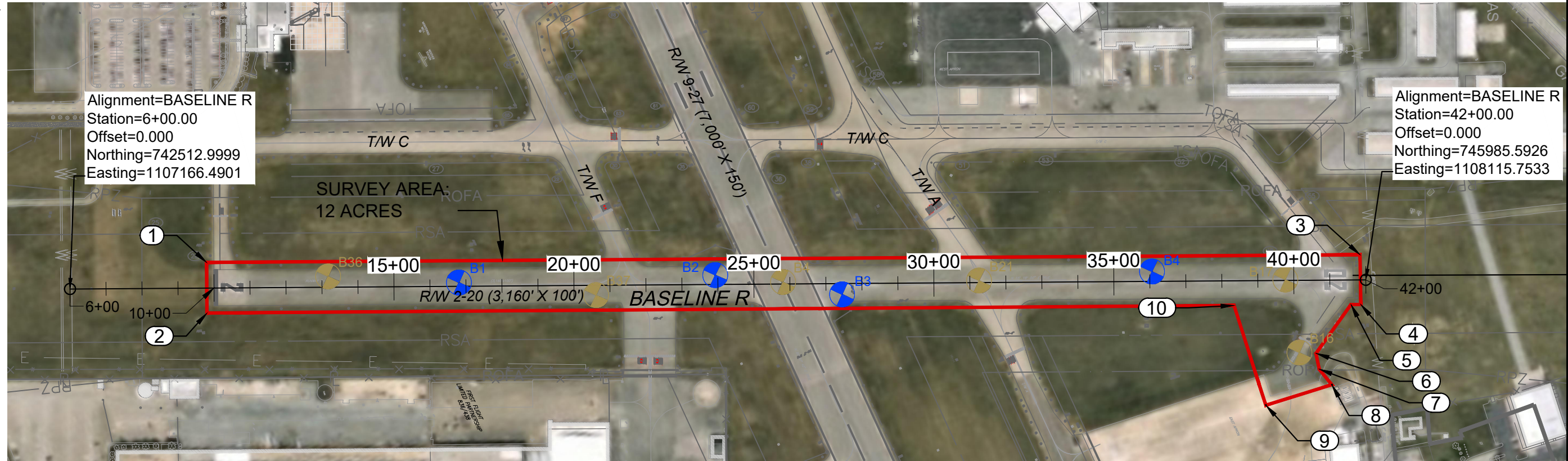
Sincerely,

ADCI

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

Mahesh S. Kukata, PE
Vice President

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



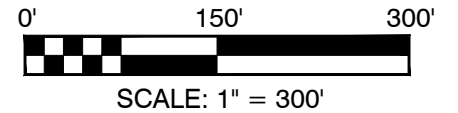
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 Station=6+00.00
 Offset=0.000
 Northing=742512.9999
 Easting=1107166.4901

Alignment=BASELINE R
 Station=42+00.00
 Offset=0.000
 Northing=745985.5926
 Easting=1108115.7533

SURVEY LIMIT TABLE		
POINT #	STATION	OFFSET
1	9+80.02	-70.92
2	9+79.98	69.37
3	41+84.63	-69.90
4	41+85.65	68.08
5	41+58.54	68.09
6	40+60.29	202.82
7	40+68.95	246.80
8	41+03.67	290.28

SURVEY LIMIT TABLE		
POINT #	STATION	OFFSET
9	39+20.08	345.97
10	38+33.65	68.22

BORING LOCATION TABLE				
ID	NORTHING	EASTING	ELEV (FT)*	DEPTH (FT)
B1	743557.7845	1107441.3238	-	10'
B2	744249.0308	1107614.2196	-	10'
B3	744573.9748	1107761.1173	-	10'
B4	745419.9489	1107933.1299	-	10'



LEGEND:

- SURVEY AREA
- B1 APPROX. BORING LOCATION
- B1 EXISTING CORING LOCATION

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

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

AIRPORT DESIGN CONSULTANTS 6031 UNIVERSITY BLVD SUITE 330 ELLICOTT CITY, MD 21043 PHONE/FAX: 410.465.9600/9601	DESIGNED: M.J.B.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION No.</th> <th>REVISION DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION No.	REVISION DATE	DESCRIPTION										Washington County, MD HAGERSTOWN REGIONAL AIRPORT	PROJECT TITLE: HGR RUNWAY 2-20 REHABILITATION	FAA AIP No.: -
	REVISION No.		REVISION DATE	DESCRIPTION													
DRAWN: Z.A.F.	SHEET TITLE: SURVEY AND BORING EXHIBIT	SHEET No.: EX-1															
CHECKED: M.P.P.	SCALE: AS SHOWN	DATE: JANUARY 2023															
APPROVED: M.S.K.																	

February 9, 2023

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

RE: **Proposal for Professional Surveying Services**
Hagerstown Regional Airport Rehabilitation Project
Runway 2/20
Hagerstown, Maryland 21742
Triad Proposal No. 03-23-0109

Dear Mr. Morris:

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

PROJECT UNDERSTANDING

In accordance with your request for proposal, we understand that you are requesting Design Ground Surveys of Runway 2/20 within the Hagerstown Regional Airport. We also understand that this project is for the design and bidding phases to rehabilitate this area. Per your request and the provided RFP, the following scope of services is anticipated to assist in this project.

SCOPE OF SERVICES AND FEE

Design Ground (Topographic) Survey

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

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

SCOPE OF WORK

Item 1 – Design Survey

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

Item 2 – Additional On-Call Design Survey

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

FORMAT

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

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

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

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

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

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

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

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

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

FEES

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

Runway 2/20 approximately 12 acres

Design Ground Survey.....	\$ 10,500
Additional On-Call Design Survey (One Additional Day).....	\$ 2,000

The following services are excluded.

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

SCHEDULE

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

AUTHORIZATION

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

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

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

Sincerely,

TRIAD ENGINEERING, INC.

A handwritten signature in blue ink that reads "Ronald D. Bidle, Jr." with a stylized flourish at the end.

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

Attachments: Professional Services Agreement

January 30, 2023

2023-HGR-1303

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

Sent electronically to: sgyurisin@triadeng.com

Reference: Runway 2/20 Rehabilitation – Design and Bid Phase Services
Request For Proposal – Design Geotechnical Investigation
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Gyurisin:

Airport Design Consultants, Inc. (ADCI) is requesting a proposal from your firm to provide a Design Geotechnical Investigation in accordance with the requirements set forth in Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5320-6G, Chapter 2, Soil Investigations and Evaluation for the above referenced Project at the Hagerstown Regional Airport – Richard A. Henson Field (HGR). This Project is for the design and bidding phases of a project to rehabilitate the existing Runway 2/20 pavement and Taxiway M at the Airport. A Pavement Management Program (PMP) was prepared in 2019 and the Sections being rehabilitated as part of this Project include RW 2-20-20, RW2-20-30 and TWAY M-10. The Project will include isolated full depth repairs, a mill and overlay, crack repair, new pavement markings and the replacement of the existing lighting and signage fixtures with new LED Fixtures. The proposed boring layout is generally depicted on the enclosed **Exhibit A**.

SCOPE OF WORK

Item 1 – Design Geotechnical Investigation

1. It is anticipated that four (4) borings will be required in the Project area. The boring locations may be adjusted in the field as required to avoid existing utilities, structures, etc., and as recommended by the on-site geotechnical engineer. The approximate boring locations and requested depths are indicated on the attached



Mr. Gyurisin
January 30, 2023
Page 2 of 5

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



Mr. Gyurisin
January 30, 2023
Page 3 of 5

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

GENERAL

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



Mr. Gyurisin
January 30, 2023
Page 4 of 5

- training class at the airport and apply for an Airport Identification (ID) Media badge to work in the secure areas of the airport. The training class takes about 1.5 hours and must be scheduled with the Airport Manager in advance. After taking the class, the persons to be badged must complete the badging application form. The applicants company is required to verify each applicant's previous ten year employment history prior to signing the application. Please allow 7-14 days to receive the required security clearance from the Transportation Security Administration (TSA). The required forms can be obtained by contacting the Airport Operations Manager.
14. All crews working in the active Aircraft Operation Area (AOA) shall have aviation band radios and monitor the Hagerstown Ground Frequency 120.8 MHz between the hours of 7:00 a.m. and 10:00 p.m. and Unicom Frequency 122.95 MHz at all other times. All activities on the airfield shall be coordinated with the Owner and the Engineer prior to the start of work. The work crews shall be prepared to clear the taxiway safety areas (TSAs) during aircraft operations as ordered by the Owner.
 15. The ADCI Project Manager and Airport Operations Manager must be contacted prior to beginning any reconnaissance and/or field work inside and/or outside the Airport Security fence or adjacent properties. The contact information for the Airport Manager is as follows:

Mr. Gene Bolanowski	Tel: (240) 313-2769
Operations Manager	Cell: (386) 846-9118
Hagerstown Regional Airport	Email: ebolanowski@washco-md.net
18434 Showalter Road	
Hagerstown, MD 21742	
 16. Since this project is funded by the Federal Government, please confirm that your firm is in compliance with the attached Title VI Assurances. As a requirement of these assurances, your firm shall be required to **sign and return** the enclosed *Certification for Contracts, Grants, Loans, and Cooperative Agreements*.
 17. Companies whose employees perform work on the Airport shall have General Liability Insurance with a minimum coverage of \$1,000,000. You will be requested to provide a Certificate of Insurance when completing the Subconsultant Agreement.
 18. If your firm is a **Disadvantaged Business Enterprise (DBE)**, provide a copy(s) of current certification by a State or Federal agency(s), preferably where the project is located.



Mr. Gyurisin
January 30, 2023
Page 5 of 5

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

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

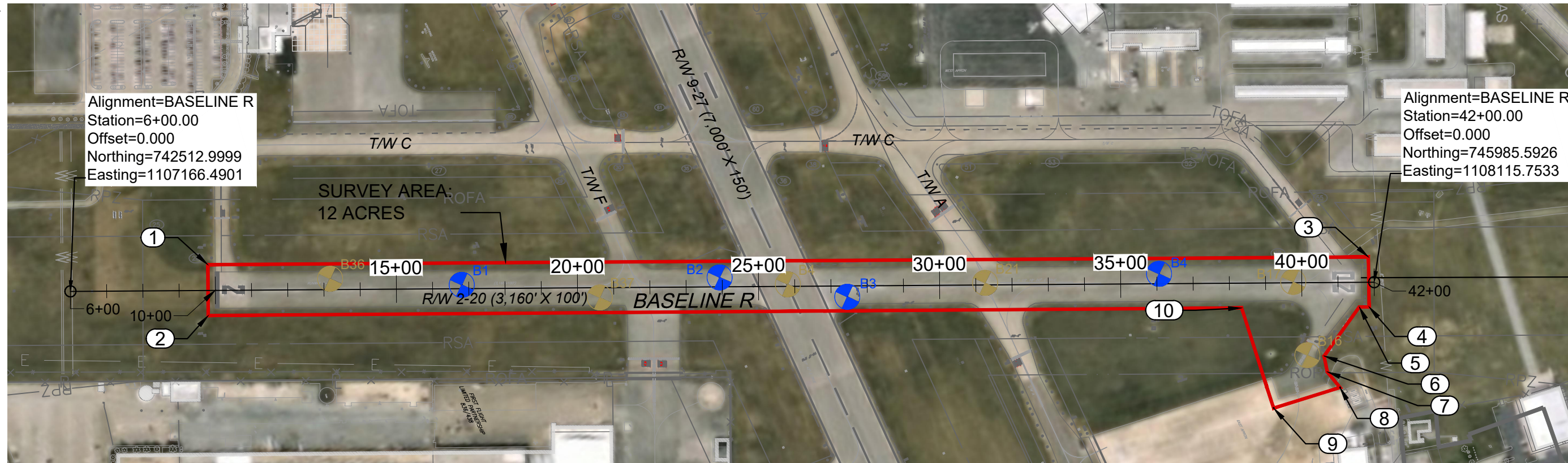
Sincerely,

ADCI

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

Mahesh S. Kukata, PE
Vice President

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



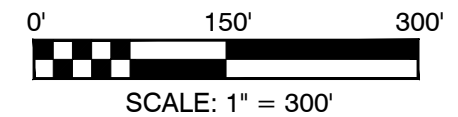
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 Offset=0.000
 Northing=742512.9999
 Easting=1107166.4901

Alignment=BASELINE R
 Station=42+00.00
 Offset=0.000
 Northing=745985.5926
 Easting=1108115.7533

SURVEY LIMIT TABLE		
POINT #	STATION	OFFSET
1	9+80.02	-70.92
2	9+79.98	69.37
3	41+84.63	-69.90
4	41+85.65	68.08
5	41+58.54	68.09
6	40+60.29	202.82
7	40+68.95	246.80
8	41+03.67	290.28

SURVEY LIMIT TABLE		
POINT #	STATION	OFFSET
9	39+20.08	345.97
10	38+33.65	68.22

BORING LOCATION TABLE				
ID	NORTHING	EASTING	ELEV (FT)*	DEPTH (FT)
B1	743557.7845	1107441.3238	-	10'
B2	744249.0308	1107614.2196	-	10'
B3	744573.9748	1107761.1173	-	10'
B4	745419.9489	1107933.1299	-	10'



LEGEND:

- SURVEY AREA
- B1 APPROX. BORING LOCATION
- B1 EXISTING CORING LOCATION

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

NOTES:

1. ALL STATIONS AND OFFSETS REFERENCE "BASELINE R"
2. ALL SURFACE FEATURES: LIGHT FIXTURES, PAVEMENT MARKING, UTILITIES, PAVEMENT BREAKS, PAVEMENT JOINTS, PAVEMENT LIMITS, SWALES/BREAKS IN GRADE, UTILITY INVERTS, AND ANY OTHER VISIBLE ITEMS WITHIN THE LIMITS SHOWN.
3. EXISTING GROUND SURVEY CAN BE COMPLETED BY DRONE AND SUPPLEMENTED WITH GROUND BASED TO PICK UP SURFACE FEATURES.
4. BORING LOCATIONS ARE APPROXIMATE. EXACT BORING LOCATIONS WILL BE PROVIDED PRIOR TO STARTING.

<p style="font-size: 8px; margin-top: 5px;">AIRPORT DESIGN CONSULTANTS 6031 UNIVERSITY BLVD SUITE 330 ELLCOTT CITY, MD 21043 PHONE/FAX: 410.465.9600/9601</p>	DESIGNED: M.J.B.	<table border="1" style="width: 100%; border-collapse: collapse; font-size: 8px;"> <thead> <tr> <th>REVISION No.</th> <th>REVISION DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION No.	REVISION DATE	DESCRIPTION										<p style="font-size: 10px; margin-top: 5px;">Washington County, MD HAGERSTOWN REGIONAL AIRPORT</p>	PROJECT TITLE: HGR RUNWAY 2-20 REHABILITATION	FAA AIP No.: -
	REVISION No.		REVISION DATE	DESCRIPTION													
DRAWN: Z.A.F.	SHEET TITLE: SURVEY AND BORING EXHIBIT	SHEET No.: EX-1															
CHECKED: M.P.P.	SCALE: AS SHOWN	DATE: JANUARY 2023															
APPROVED: M.S.K.																	

February 9, 2023

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

RE: Proposal for Pavement Exploration
Hagerstown Regional Airport, Runway 2-20 Pavement Evaluation
Washington County, MD
Triad Proposal No. 03-23-0084

Dear Mr. Morris:

Triad Engineering, Inc. (Triad) is pleased to submit this proposal for a pavement exploration of the above referenced site. We received your email dated January 30, 2023 requesting a proposal to obtain borings and cores along Runway 2-20 in Hagerstown, Maryland. This proposal outlines our understanding of the project, describes our planned scope of work and contains our unit rate fee quotation for our services.

PROJECT DESCRIPTION

Based on your email, we understand that the pavement and subsurface conditions on Runway 2-20 require exploration to supplement historical data. You requested that we explore the existing subgrade and pavement sections and provide you with existing conditions data and subgrade recommendations based on our exploration for pavement design in accordance with FAA 5320-6.

SCOPE OF SERVICES

As requested, we propose to evaluate the existing taxiway by drilling four (4) test borings and obtaining four (4) asphalt cores. As requested, we have included the cost of conducting one (1) additional boring, that will be performed at our discretion based on the conditions encountered in the field. The test borings and cores will be drilled at the locations indicated on the provided site plan. Our planned scope of services is more fully discussed below.

Field Exploration

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

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

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

Underground Utilities

Unmarked underground utilities pose a grave threat to workers performing subsurface drilling and excavation. Because of this, Triad will contact the appropriate public utility location service (e.g., Miss Utility, One-Call, etc.) to mark underground utilities prior to our subsurface exploration. However, it must be noted that public utility location services will not mark private underground lines or public underground utilities beyond a meter. Therefore, it is your responsibility to disclose the presence and provide the accurate location of all underground utilities not marked by the public utility location service. **Triad will not be responsible for any damages that may result from striking underground utilities during the course of the subsurface exploration.**

Unless you have specific knowledge regarding on-site utility locations, we recommend that a private utility locator be engaged to provide this service. Triad can provide an additional fee and Change Order to subcontract this service, or you can directly engage a private utility locator. If you choose to be responsible for on-site utility location, please notify our Project Manager and provide satisfactory evidence that the on-site utility location was completed. If evidence of unmarked underground utilities is encountered during our subsurface investigation, Triad will immediately stop work in these areas. You will be responsible for any costs that result from project delays or additional work caused by unmarked on-site utilities.

Laboratory Testing

Laboratory testing will be conducted on representative samples to supplement field classifications, assess potential volume change characteristics and establish foundation and pavement design parameters. The following types and numbers of tests are planned:

TYPE OF TEST	PLANNED NUMBER
Moisture Content	5
Classification (Sieve Analysis and Atterberg Limits)	1
California Bearing Ratio (C.B.R.) Includes Modified Proctor and Classification	2

Evaluation and Detailed Report

Upon completion of the field exploration and laboratory testing, we will prepare a detailed geotechnical report which will include the following:

- 1) A detailed discussion of the site geology and subsurface conditions encountered.
- 2) Detailed test boring and asphalt core logs with a test Location Plan.
- 3) Results of laboratory soil testing.
- 4) Subgrade recommendations based on the results of our field exploration and laboratory testing for pavement design in accordance with FAA 5320-6.

Our services for this project are strictly limited to those described herein. If necessary, additional services which may be required will be addressed by a change order to this contract.

FEES AND SCHEDULE

The fee for our services will be based on the unit prices listed herein and the actual quantities of work performed. Based on these unit rates and the scope of work outlined in this proposal, **we estimate a total fee of \$7,500**. An itemized fee estimate is attached to this proposal.

The quoted unit rates are firm. The quantities of work are estimated based on our past experience and judgment, and therefore, the actual fee for the project may be more or less than estimated. We recommend a “not to exceed fee” of \$8,000. This includes a contingency to cover unforeseen conditions that may arise during field work and require that additional work be performed while personnel and/or equipment are immediately available. This contingency is designed to protect your interests. If it is necessary to demobilize and later remobilize personnel and equipment, both cost and schedule could

be impacted significantly. If we recognize that the Scope of Work required to complete the project will increase significantly (beyond the contingency discussed above), Triad will provide you with a Change Order to authorize additional fees.

The field investigation fees include mobilization and transportation of drill rig and crew to and from the site and the listed totals of soil drilling and sampling. Fees for stand-by time (at the Client's request) or additional drilling footage have not been included. The charges for these items will be additional, if required. Charges associated with post-report meetings, plan reviews and extensive consultation have not been included and will be invoiced on a time and materials basis at a unit rate of \$125 per hour for a Senior Geotechnical Engineer.

Triad will submit invoices for payment on a monthly basis, or upon project completion, whichever occurs first. Our invoices will be based on the percentage of work completed during the previous period, or based upon project milestones set forth in this proposal. Any subcontractor costs will be invoiced immediately upon receipt. In all cases, payment is due no more than 30 days following receipt of our invoice unless the provisions of our contract set forth an alternate schedule for payment.

Our work load at the time of authorization will have some influence on the starting date for the exploration. We are normally able to initiate field work within five to ten working days after written authorization is received. We anticipate that the field exploration will require approximately 1 day. We anticipate that the laboratory testing will require approximately 2 to 3 weeks. Our report can be submitted within 1 to 2 weeks after completion of the laboratory testing. ***It is emphasized that this schedule is an estimate and it is based on normal work loads and appropriate weather conditions.***

AUTHORIZATION

This proposal and the attached Professional Services Agreement (PSA) represent the entire understanding between you and Triad with respect to the subject project. If our scope of services and related fees are acceptable, please complete the attached PSA and return it to us. Our receipt of the signed PSA will constitute formal notice to proceed. This proposal will remain open for a period of sixty (60) days from this date.

ITEMIZED FEE ESTIMATE

Proposal for Geotechnical Exploration
Runway 2-20
Hagerstown, MD
Triad Proposal No. 03-23-0084

ITEM	ESTIMATED QUANTITY	UNIT RATE	CONTRACT FEE
FIELD EXPLORATION			
Minimum Daily Charge, lump sum (includes up to 6 borings to 10' each)	1	\$ 2,700.00	\$ 2,700.00
Drilling Fee for Additional Borings (maximum drill depth of 10'), per boring	0	\$ 200.00	\$ -
Staff Engineer (logging borings and directing field crew), per hour	8	\$ 100.00	\$ 800.00
Geotechnical Technican (coring and patching pavement), per hour	8	\$ 75.00	\$ 600.00
		Subtotal	\$ 4,100.00
LABORATORY TESTING SERVICES			
Moisture Content (ASTM D 4959), per test	5	\$ 10.00	\$ 50.00
Soil Classification by USCS (ASTM D 2487), per test	3	\$ 170.00	\$ 510.00
Modified Proctor (ASTM D 1557), per test	2	\$ 185.00	\$ 370.00
California Bearing Ratio (ASTM D 1883)	2	\$ 310.00	\$ 620.00
		Subtotal	\$ 1,550.00
EVALUATION AND REPORT			
Staff Engineer, per hour	11	\$ 100.00	\$ 1,100.00
Senior Engineer, per hour	6	\$ 125.00	\$ 750.00
		Subtotal	\$ 1,850.00
TOTAL ESTIMATED PROJECT FEES			\$ 7,500.00



U. S. Department
of Transportation
**Federal Aviation
Administration**

WASHINGTON AIRPORTS DISTRICT OFFICE
13873 Park Center Road, Suite 490S
Herndon, Virginia 20171
Telephone: 703/487-3980
Fax: 703/487-3982

March 28, 2023

Email Only

Mr. Neil Doran
Airport Director
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, MD 21742

Re: Hagerstown Regional Airport
Task Order No. 13
Rehabilitate Taxiway C OFA (Design)
AIP# 3-24-0019-(pending)

Dear Mr. Doran:

We received your correspondence transmitting the March 23, 2023, professional services agreement for the design and bidding of the subject project. We concur with this task order, subject to the limitations of the future grant agreement, as follows:

Design and Bidding Phase Services \$ 58,560 (**Lump Sum**)

Our concurrence with this agreement is based on Washington County's recommendation and determination of the reasonableness of the proposed fees. Any changes in scope or additional services affecting the engineering costs should be coordinated with us prior to execution. The reasonableness of incurred engineering costs will be reviewed upon completion of the project. Please provide a copy of the fully executed agreement for our files.

If you have any questions or if I can assist you in any way, do not hesitate to call.

Sincerely,

Kyle F. Allison, P.E.
Washington Airports District Office

cc: Ashish Solanki, MAA (via email)
Mahesh Kukata, ADCI (via email)



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

June 4, 2024

VIA EMAIL to ndoran@washco-md.net

Mr. Neil Doran
Airport Director
Hagerstown Regional Airport
18434 Showalter Road
Hagerstown, MD 21742

Re: Hagerstown Regional Airport
Task Order No. 17
Rehabilitate Taxiway C OFA (Construction)
AIP# 3-24-0019-(pending)

Dear Mr. Doran:

We received your June 4, 2024, correspondence transmitting the professional services agreement for the construction phase of the subject project. We concur with this task order, subject to the limitations of the future grant agreement, as follows:

	<u>Cost</u>	<u>Fixed Fee</u>	
Construction Mgmt, Admin, RPR Services	\$43,035.00	\$ 5,164.00	
Sub-consultant and Reimbursable Expenses	<u>\$22,023.00</u>	<u>\$ 0.00</u>	
Subtotal	\$65,058.00	\$ 5,164.00 =	\$70,222.00 (Cost plus fixed fee)

Our concurrence with this agreement is based on Washington County's recommendation and determination of the reasonableness of the proposed fees. Any changes in scope or additional services affecting the engineering costs should be coordinated with us prior to execution. The reasonableness of incurred engineering costs will be reviewed upon completion of the project. Please provide a copy of the fully executed agreement for our files.

If you have any questions or if I can assist you in any way, do not hesitate to call.

Sincerely,

Kyle F. Allison, P.E.
Washington Airports District Office

Ec: Ashish Solanki, MAA (via email)
Mahesh Kukata, ADCI (via email)



Purchase Order

Order	WASHCO30458
Order Date	27-MAR-2023
Change Order	0
Change Order Date	27-MAR-2023
Revision	0
Ordered	58,560.00 USD

Sold To **Board of County Commissioners of
Washington County, Maryland
100 West Washington Street
HAGERSTOWN, MD 21740**

Supplier **AIRPORT DESIGN CONSULTANTS, INC.
(ADCI)
6031 UNIVERSITY BLVD., SUITE 330
ELLICOTT CITY, MD 21043**

Bill To **Washington County
18434 Showalter Road
HAGERSTOWN, MD 21742WASHINGTON
UNITED STATES**

Ship To **18434 Showalter Road
HAGERSTOWN, MD 21742WASHINGTON
UNITED STATES**

Notes

PUR-1450 AVIATION ENGINEERING SERVICES contract awarded by the Board of County Commissioners of Washington County, MD on January 14, 2020 – This proposal is for the Airport Design Consultants, Inc. to provide professional services for the design and bidding phase of the Taxiway C OFA Rehabilitation project at the Hagerstown Regional Airport. This amount was approved by the Board of County Commissioners of Washington County, MD on March 21, 2023 and is referenced in the Proposal 2023-HGR-1303 dated February 22, 2023. Please email Purchase Order to: MKukata@adci-corp.com

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	15834	Immediate		Destination	BPW
Confirm To				Deliver To Contact	
Carin M. Bakner				Richard Lesh	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Airport Design Consultants, Inc. - Taxiway C OFA Rehabilitation - Design/Bidding Phase	1.00		Amount		
		Requested	58,560	Amount	58,560.00	
		3/29/23				
	Requested Date correspond to the date of arrival at the Ship-to Location.					
				Line Total	58,560.00	
				Total	58,560.00	

Maryland Sales Tax Exemption No: 3000129 2

NOTE TO VENDOR:

Products containing any chemical substance must be labeled and have Material Safety Data Sheet sent with first shipment



Purchase Order WASHCO30458

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.
Overshipments will not be accepted unless authorized by Buyer prior to shipment.



Agenda Report Form

Open Session Item

SUBJECT: Marty Snook Park Mythical Woods Small Pavilion Budget Adjustment

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Andrew Eshleman, P.E., Director, Division of Public Works

RECOMMENDED MOTION: Move to approve the budget adjustment as presented to allow for the construction of a small pavilion adjacent to the Marty's Mythical Woods in honor of Mary Snook funded by donations and general fund capital transfer funds totaling \$25,000.

REPORT-IN-BRIEF: Since its completion in 2021, Marty's Mythical Woods has been a popular addition attracting visitors to the park. The playground has picnic tables, but no covered meeting place for gatherings and groups to meet.

Mary Snook passed away in March after 87 years and the family wants to honor her legacy and show appreciation by making a contribution to the park and playground. The addition of a small timber pavilion adjacent to the playground has been identified as a Parks and Recreation priority and amenity that will enhance the visitor experience and use of the playground.

DISCUSSION: The County will purchase a timber frame pavilion kit and perform the installation. The estimated material cost for the kit and roofing is \$17,000. The family will contribute approximately \$11,700 towards the effort and the County would cover the remaining material cost and incidentals to complete the project.

The timber frame pavilion will be 16 ft x 16 ft, installed on a concrete slab and accommodate 4 picnic tables. The proposed location is on the south side of the paved walking trail in an existing grassy clearing that offers clear sight lines to the playground.

FISCAL IMPACT: \$25,000 budget adjustment with up to \$13,300 in general fund capital transfer funds from 30-11900-REC011

CONCURRENCES: CFO, County Administrator, & Purchasing

ALTERNATIVES: Find alternative project with Snook family for the memorial donations.

ATTACHMENTS: Budget adjustment form, pavilion concept and site location exhibit.

AUDIO/VISUAL NEEDS:

Timber Pavilion Concept

KINGSTON 16' × 16' (4 POSTS)

- **Color:** Jarrah Brown (Premium)
- **Roofing:** No Shingles/ Metal
- **Roofing Color:**
- **Foundation:** Customer's Concrete Pad
- **Delivery:** Delivered DIY Package



*Photo represents a standard unit and may not accurately display the options you chose.



Proposed Pavilion Location



Washington County, Maryland

Budget Adjustment Form

- (?) Budget Amendment
 Budget Transfer

BOCC Approval Date (if known)

Preparer, if applicable

Department Head Authorization

Division Director / Elected Official Authorization

Expenditure / Account Number *	Fund Number *	Department Number *	Project Number	Grant Number	Activity Code	Department and Amount Description *	Increase (Decrease) +/- *	
498710	30	11900	REC011		0000 ▾	Capital Transfer - General	13,300.00	×
498600	30	11900	REC011		0000 ▾	Donations	11,700.00	×
599999	30	11900	REC011		CNST ▾	Marty's Mythical Woods Pavilion	25,000.00	×

[Add another row](#)

Explain Budget Adjustment

The County has received donations in honor of Mary Snook and a contribution from the Snook family for a project a Marty Snook Park. Staff would like to use the funds to build a pavilion at the recently completed Marty's Mythical Woods. In addition to the donations, the project would need additional funds from capital reserve to be completed.

Attach Additional Items

Save as Draft



Open Session Item

SUBJECT: Sole Source Procurement Award (PUR-1684) – Accela SaaS Subscription and Migration Services

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Rick F. Curry, CPPO, Purchasing Director; Joshua O’Neal, Chief Technical Officer, Information Technology

RECOMMENDATION: Motion to authorize a Sole Source procurement/installation of software licensing and support from Accela, Inc. of San Ramon, CA in the amount of \$729,423.30 over a three (3) year period based on the company’s Quote Number Q-32102 dated February 2, 2024.

	FY’25	FY’26	FY’27
Migration Cost	\$ 70,000	\$ -	\$ -
Accela SaaS	\$ 228,000	\$ 242,8200	\$ 258,603.30
Total	\$ 298,000	\$ 242,820	\$ 258,603.30

REPORT-IN-BRIEF: The Purchasing Department received a request from the Information Systems Department regarding the procurement of Accela Automation software. The Permits and Inspections Department and the Information Systems Department wish 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 procurement is for Accela to migrate the department from Accela’s Land Management Instance to the Accela Cloud Base platform to be utilized by Permits and Inspections. Planning and Zoning, Engineering and members of the public who access the platform for online services. The contract includes system setup, installation, and travel expenses. The project is anticipated to be completed in twenty (20) weeks. The start date for the project is forty-five (45) calendar days after mutual acceptance and signature of the Statement of Work (SOW).

This request requires the approval of four (4) of the five (5) 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 \$400,000 is available in the department’s CIP (Capital

Improvement Plan) account COM025. The department will need to budget for years 2 and 3 for these services.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A



Proposed by: Ryan Murphy
 Contact Phone:
 Contact Email: rymurphy@accela.com
 Quote ID: Q-32102
 Valid Through: 2/12/2024
 Currency: USD

2633 Camino Ramon, Suite 500
 San Ramon, CA, 94583

Order Form

Address Information

Bill To:

Washington County, MD
 100 W Washington Street, Room 113
 Hagerstown, Maryland 21740-4748
 United States

Ship To:

Washington County, MD
 100 W Washington Street, Room 113
 Hagerstown, Maryland 21740-4748
 United States

Billing Name: Joshua O'Neal
 Billing Phone: 240-313-2260
 Billing Email: joneal@washco-md.net

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	6/30/2024	6/29/2025	12	\$2,500.00	80	\$200,000.00
> Accela Building - SaaS	Year 1	6/30/2024	6/29/2025	12	\$0.00	80	\$0.00
> Accela Planning - SaaS	Year 1	6/30/2024	6/29/2025	12	\$0.00	80	\$0.00
Enhanced Reporting Database (ERD)	Year 1	6/30/2024	6/29/2025	12	\$28,000.00	1	\$28,000.00
TOTAL:							\$228,000.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	6/30/2025	6/29/2026	12	\$2,662.50	80	\$213,000.00
> Accela Building - SaaS	Year 2	6/30/2025	6/29/2026	12	\$0.00	80	\$0.00
> Accela Planning - SaaS	Year 2	6/30/2025	6/29/2026	12	\$0.00	80	\$0.00
Enhanced Reporting Database (ERD)	Year 2	6/30/2025	6/29/2026	12	\$29,820.00	1	\$29,820.00
TOTAL:							\$242,820.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	6/30/2026	6/29/2027	12	\$2,835.56	80	\$226,845.00
> Accela Building - SaaS	Year 3	6/30/2026	6/29/2027	12	\$0.00	80	\$0.00
> Accela Planning - SaaS	Year 3	6/30/2026	6/29/2027	12	\$0.00	80	\$0.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Enhanced Reporting Database (ERD)	Year 3	6/30/2026	6/29/2027	12	\$31,758.30	1	\$31,758.30
TOTAL:							\$258,603.30

Pricing Summary

Period	Net Total
Year 1	\$ 228,000.00
Year 2	\$ 242,820.00
Year 3	\$ 258,603.30
Total	\$ 729,423.30

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form, including any OnPrem Licenses, Maintenance and Support, and Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-termining with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
6. Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Signatures

Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Statement of Work

Washington County, MD (WASHCOMD) SaaS Migration Services

6/11/2024

Version 1.0

Accela, Inc.
2633 Camino Ramon
Suite 120
San Ramon, CA 94583
Tel: 925-659-3200

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DOCUMENT CONTROL

Date	Author	Version	Change Reference
12/15/2023	J. White	1.0	SOW Creation

INTRODUCTION

OVERVIEW

This Statement of Work (“SOW”) dated 6/11/2024 sets forth the scope and definition of the project-based professional services (collectively, the “Services”) to be provided by Accela, Inc., its affiliates and/or agents (“Accela”) to the Board of County Commissioners of Washington County, Maryland (“Agency” or “Customer”).

The products and services contained herein shall be governed by the Subscription Services Agreement [signed](#) in conjunction with this SOW.

This statement of work represents a Fixed Fee based engagement.

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement. This SOW is effective as of the date that the SOW was last signed by the Customer and Accela (“SOW Effective Date”).

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to Customer under this SOW.

SCOPE OF SERVICES

Accela will provide services to the Agency for migrating the Accela on-premise Land Management instance to the Accela Cloud based on the materials provided by the Agency in the SaaS Migration Questionnaire.

- Import/upgrade of MS SQL DBs (up to 3 environments: Support, Test, Production)
- Assistance migrating the following specific interfaces:
 - GIS with APO load
 - ePlansoft
 - Credit Card Payment Adapter (Paypal)
 - Selectron IVR
- Migration of up to 75 SSRS reports
- Assist in integrating Azure SSO
- Up to 20 hours of issue resolution and testing assistance
- Go live planning and cutover assistance

Products

The following Accela products are in scope for this Project:

- *Accela Automation*
- *Accela Citizen Access*
- *Accela GIS*
- *Accela Mobile*

WORK DESCRIPTION

Accela will perform a migration of the customer's on-premise Accela environments using MS SQL Server (up to 3 environments: Support, Test, Production) to the Accela SaaS platform.

Steps:

1. Customer provides an updated backup of the MS SQL Server databases for the environments to be migrated
2. Perform the database migration (Accela, Jetspeed, AGIS, and ADS databases as required)
 - a. Copy database to Accela site
 - b. Execute preparation and remediation scripts; drop any custom objects
 - c. Import data from the MS SQL DB into Accela SaaS SQL instance
3. Execute validation scripts to confirm the schema
4. Provision tenant instance in Accela SaaS
5. Update environment specific data in the databases
6. Start Accela services and validate the system is functional i.e. login, search, create records, etc.
7. Execute automated test tool to ensure proper system functionality
8. Customer performs migration validation
9. Remediate any data issues found from the migration
10. Provide the customer with a backup of the revised SQL DB
11. Migrate and Test integrations
 - Repoint service endpoints to new URLs
 - Adjust firewall rules and network topologies as necessary
 - Update interface EMSE scripting dependences for Azure compatibility
12. Migrate and update SSRS reports (maximum of 75)
 - Import reports into the Accela SaaS environment
 - Update reports to remove dependencies on custom objects (stored procedures, functions)
 - Facilitate customer testing and remediate any issues found resulting from migration
13. Validate Ad Hoc reports
 - Remove dependencies on custom views where possible
 - Convert to SSRS as needed
14. Develop go live plan
15. Finalize go-live/roll back decision
16. Execute go live plan
 - Provide two weeks of post go live support

OUT OF SCOPE

Any Coding, conversion or additional services not specifically described in this document is the responsibility of Agency.

PROJECT ASSUMPTIONS

GENERAL PROJECT ASSUMPTIONS

- Agency will provide the necessary data, files, and other specified inputs to perform the work described in this agreement. These items will be uploaded to secure Azure storage by the

customer. Failure to provide these items in a timely fashion will result in a project delay. Such a delay will result in a Change Order.

- Agency will ensure that Accela resources have access to a Developer or Test version of the 3rd party systems for interface development. All interfaces will be developed against 1 (one) agreed upon version of the 3rd party system.
- Agency will provide source code for relevant interfaces in scope. If source code is unavailable, then the project may be delayed or additional cost may result from the re-development of a new interface.

INTERFACE ASSUMPTIONS

- Agency will be responsible for hosting custom interfaces unless otherwise specified in the Accela SaaS License Agreement.

PROJECT TIMELINE

The project is estimated to take 20 weeks. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW.

PROJECT COMPLETION

Upon completion of the work defined above, this contract will be closed.

PROJECTS PUT ON HOLD

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Accela to put the project on hold. Delays of 2 weeks or more that have a tangible impact to Accela's resource plan are subject to change order.

If an Agency-based delay puts the project on hold for more than 90 days, Accela reserves the right to terminate the contract and negotiate new terms. If an Agency-based delay puts the project on hold past the termination period, Accela reserves the right to terminate the contract at the time of the delay. After that time, Accela can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

PAYMENT TERMS

PAYMENT SCHEDULE

- \$35,000, which is 50% of the fixed fee, is due at contract signing.
- \$35,000, which is the remaining 50% of the fixed fee, is invoiced at completion.

EXPENSES

There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

CONTRACT SUM

The total estimated amount payable under this SOW, as calculated from the above-mentioned fees, is **\$70,000**. This estimated price is based on the information available at time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW.

ADMINISTRATION

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services Change Order. Accela will continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order will be agreed to by the parties in writing prior to implementation of the Change Order. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes and impact, if any, to project and cost. Any change order will be signed by Accela and Agency prior to commencing any activities defined in the change order. Standard blended rate for Accela resources is **\$250** per hour. The Change Order Template is attached hereto as Appendix A.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Subscription Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, the current scope and terms can be renegotiated.

DISCLAIMERS

Accela makes no warranties in respect of the Services described in this SOW except as set out in the Subscription Services Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out in the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, interfaces and adaptors.

In the event Agency requires significant changes to this SOW (including cumulative revisions across any one or more Change Orders) which Accela reasonably determines (a) is a material modification of the nature or scope of Services as initially contemplated by the Parties under this SOW and/or (b) is significantly outside the Supported Modifications, Accela may, upon no less than thirty (30) days' notice to Agency, suspend or terminate this SOW and/or any Change Order issued hereunder. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables.

SIGNATURES

This Statement of Work is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

ACCELA, INC.

**Board of County Commissioners of Washington
County, Maryland**

Authorized Signature

Authorized Signature

Name - Type or Print

Name - Type or Print

Title

Title

Date

Date

APPENDIX A: CHANGE ORDER FORM

Agency:
 Project Code:
 Contract ID:
 Initiating Department:
 Initiated By:

CO #:
 Date:

<p>A. PROJECT CHANGE DESCRIPTION/TASK SUMMARY:</p> <p>1. [Description of Change #1 – Issue details/scope impact, add as many as needed]</p> <ul style="list-style-type: none"> • Schedule impact: • Resource impact: • Cost impact: <p>2. Etc.</p> <p>Total Project Schedule Impact: [Enter] Total Project Resource Impact: [Enter] Total Project Cost Impact: [Enter]</p> <p>B. BILLING TERMS: Please describe the method by which Accela may bill the customer. Typically for CO's this is T&M.</p> <p>C. EXPIRATION: If this is a CO for a bucket of T&M hours there needs to be an expiration date</p>

SIGNATURE AND ACCEPTANCE

The above Services will be performed in accordance with this Change Order/Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and/or Agency to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedent and supersedes all other documents and discussions regarding this subject matter.

Accepted By:	Accepted By: Accela, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-24-0144) – Fire Apparatus Tools and Accessories for Division of Emergency Services

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Rick F. Curry, CPPO, Purchasing Director; Eric Jacobs, Operations Manager, Division of Emergency Services.

RECOMMENDED MOTION: Move to authorize by Resolution, for the approval of the purchase of fire apparatus tools and accessories for the Division of Emergency Services from Municipal Emergency Services of Rockville, MD for the total sum of and utilize another jurisdiction's that was awarded by the County of Fairfax, VA contract #4400010661; for the total sum of \$55,665.79.

REPORT-IN-BRIEF: Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

The County will benefit from the direct cost savings in the purchase of the various tools and accessories because of economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the tools and accessories by utilizing the County of Fairfax, VA contract and eliminating our county's bid process would result in an administrative and cost savings for the Division of Emergency Services in preparing specifications and the Purchasing Department.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$185,982 are available in the department's FY'24 operating budget 600300-10-11525.

CONCURRENCES: Division Director

ALTERNATIVES: N/A

ATTACHMENTS: Municipal Emergency Services Quote and Resolution.

INTG-24-0144
FIRE APPARTUS TOOLS and ACCESSORIES
for DIVISION of EMERGENCY SERVICES

Item #	Description	Qty	Unit Price	Amount
1 34440016	Mercury Quick Attack LE Monitor	3	\$2,256.75	\$6,770.25
2 44460002	Akron Nozzle	3	\$749.70	2,249.10
3 HJ20-40-40ST	2-way jumbo clappered	3	\$1,225.20	\$3,765
4 37R2515-H52	Female NH 2.5" //Male NH 1.5"	9	\$47.04	\$423.36
5 442RD	Hydrant Bag Red	3	\$180.60	\$541.80
6 425RD	Air Bag Mask	12	\$54.18	\$650.16
7 H35-15NH-15NH	Female Swivel Rocker	6	\$47.04	\$282.24
8 H36-15NH-15NH	Male Swivel Rocker	6	\$27.84	\$167.04
9 H35-25-NH-25NH	2.5" Double Female H35	6	\$61.44	\$368.64
10 H36-25NH-25NH	NK Male Rocker	6	\$37.92	\$227.52
11 H37-15NHM- 25NH	Adapter 1.5" NH Male	6	\$47.04	\$282.24
12 H57L-60NH-60NH	Adapter 6" NH Long Handle Female Swivel	3	\$478.08	\$1,143.24
13 HSF40-25NH	Storz Adapter 4" w/Lock	6	\$190.56	\$1,143.36
14 HSMR40-25NH	Storz Adapter Male Rigid	6	\$158.40	\$950.40
15 02507101	B100 A 2.5 Elk O Line	3	\$379.68	\$1,139.04
16 00381101	Hydrant Valve 2.5Fx2.5M	6	\$588.00	\$3,528.00
17 KS34-P18-P09	4", 5" Storz Spanner	6	\$156.00	\$936.00
18 24430001	Triple Wrench Holder	8	\$258.44	\$2,067.52
19 00170004	Adjustable Hydrant Wrench	2	\$256.88	\$513.76

20 H37-25NHM-25	2.5" Female Thread NST	6	\$76.80	\$460.80
21 HYMB-60NHM	6" NH Male Mounting Bracket	3	\$143.04	\$429.12
22 HTBS-60NH	Barrel Strainer	3	\$247.20	\$741.60
23 HHBV-40-25NH	Ball Valve 2.5"	6	\$477.60	\$2,2865.60
24 HSTS50-40R	Storz Adapter 5"	6	\$285.60	\$1,713.60
25 HSFS40-45NHLH	Storz Hydrant Adapter 4"	3	\$264.96	\$794.88
26 HSMR40-60NH	Storz Adapter Lok x 6 NH Male	3	\$223.68	\$671.04
27 44451	Fire Vulcan LED	15	\$214.32	\$3,214.80
28 GRP-57	Gripper Hose System	6	\$255.42	\$1,532.52
29 V-16-BL-SP-WH	16" PPV w/Shore Power	3	\$4,769.10	\$14,307.30
30 90503	Survivor w/charger/holder	18	\$138.57	\$2,494.26



(877) 637-3473

Quote

Quote # QT1760806
Date 11/17/2023
Expires 05/30/2024
Sales Rep Dunn, William
Shipping Method FedEx Ground
Customer WASHINGTON COUNTY DES (MD)
Customer # C242423

Bill To

Eric Jacobs
 WASHINGTON COUNTY (MD) DES
 16232 ELLIOTT PKWY
 WILLIAMSPORT MD 21795-4083
 United States

Ship To

Eric Jacobs
 WASHINGTON COUNTY (MD) DES
 16232 ELLIOTT PKWY
 WILLIAMSPORT MD 21795-4083
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
34440016			MQA LE 2.5NHX2.5NH,BRCKT,489 1-3/8 Mercury Quick Attack LE Monitor with Mounting Bracket and style 489 smooth bore nozzle. List price is \$4425.00.	3	\$2,256.75	\$6,770.25
AKRON Nozzles	44460002		44460002 AKRON Nozzles Style 4446 nozzle, 80 psi. List price is \$1470.00.	3	\$749.70	\$2,249.10
HJ20-40-40ST			2-way siamese jumbo clappered (2) 4" Storz lock inlet x 4" Storz lock outlet List price is \$2615.00.	3	\$1,255.20	\$3,765.60
37R2515-H52			Female NH 2.5" // Male NH 1.5" - Black HC List price is \$98.00.	9	\$47.04	\$423.36
442RD			HYDRANT BAG RED WITH TOUGH BOTTOM List price is \$210.00.	3	\$180.60	\$541.80
425RD			BAG AIR MASK RED List price is \$63.00.	12	\$54.18	\$650.16
H35-15NH-15NH			1.5"NH Female Swivel Rocker Lug x 1.5"NH Female Swivel Rocker Lug List price is \$98.00.	6	\$47.04	\$282.24
H36-15NH-15NH			1.5"NH Male Rocker Lug x 1.5"NH Male Rocker Lug List price is \$58.00.	6	\$27.84	\$167.04
H35-25NH-25NH			2.5" Double Female H35 Swivel List price is \$128.00.	6	\$61.44	\$368.64
H36-25NH-25NH			NK Male Rocker Lug 2.5" X 2.5" List price is \$79.00.	6	\$37.92	\$227.52
H37-15NHM-25NH			Adapter 1.5NH Male x 2.5NH Female Rigid Rocker Lug Adapter List price is \$98.00.	6	\$47.04	\$282.24
H57L-60NH-60NH			Adapter 6" NH Long Handle Female Swivel x 6" NH Long Handle Female Swivel List price is \$996.00.	3	\$478.08	\$1,434.24
HSFS40-25NH			Storz adapter 4" (100) with lock x 2.5" NH female swivel rocker lug anodized List price is \$397.00.	6	\$190.56	\$1,143.36
HSMR40-25NH			Storz Adapter 4" (100) with Lock x 2.5" NH Male Rigid Anodized List price is \$330.00.	6	\$158.40	\$950.40



QT1760806



(877) 637-3473

Quote

Quote # QT1760806
Date 11/17/2023

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
02507101			B-100-A 2.5 FNH (2)1.5 MNH Elk-O-Lite Alum long 2-Way List price is \$791.00.	3	\$379.68	\$1,139.04
00381101			Hydrant valve Gate 2.5F x 2.5M Elk-O-Lite List price is \$1225.00.	6	\$588.00	\$3,528.00
KS34-P18-P09			Set of 4: 4", 5" STORZ x Universal Spanner Wrench w/holder - Black List price is \$325.00.	6	\$156.00	\$936.00
24430001			TRIPLE WRENCH HOLDER W/1) 15 & 2) 10S (These are sold in cases of 4 per case.) List price is \$497.00.	8	\$258.44	\$2,067.52
00170004			ADJUSTABLE HYDRANT WRENCH QTY 4 List price is \$494.00.	2	\$256.88	\$513.76
HARRINGTON	H37-25NHM-25 (3.156x7) F		H37-25NHM-25(3.156x7) F Custom HARRINGTON 2.5"FEMALE SPECIAL THREAD (3.156x7) x 2.5" NST MALE List price is \$160.00.	6	\$76.80	\$460.80
HTMB-60NHM			6" NH Male Mounting bracket List price is \$298.00.	3	\$143.04	\$429.12
HTBS-60NH			Barrel Strainer with 6" NH Female rigid List price is \$515.00.	3	\$247.20	\$741.60
HHBV-40-25NH			Ball valve 2.5" NH female swivel inlet x 4" Storz (hydrant ball valve) List price is \$995.00.	6	\$477.60	\$2,865.60
HSTS50-40R			Harrington Storz Adapter 5" Storz X 4" Storz, Rigid List price is \$595.00.	6	\$285.60	\$1,713.60
HSFS40-45NHLH			Storz hydrant adapter, 4in Storz x 4.5in NH FM SW LH List price is \$552.00.	3	\$264.96	\$794.88
HARRINGTON	HSMR40-60NH		HSMR40-60NH Custom HARRINGTON Storz adapter 4 (100) with Storz-Lok x 6 NH male List price is \$466.00.	3	\$223.68	\$671.04
44451			Fire Vulcan LED Vehicle Mount System dual rear LEDs, quick release shoulder strap. 12V DC direct wire rack. Orange List price is \$456.00.	15	\$214.32	\$3,214.80
GRP-57			GRIPPER HOSE SYSTEM List price is \$297.00.	6	\$255.42	\$1,532.52
V16-BL-SP-WH			16" PPV, with Shore Power, No Battery, No Charger Wheel and Handle Version 16" Battery Fan Tempest List price is \$7570.00.	3	\$4,769.10	\$14,307.30
90503			Survivor with Charger/Holder and 120V AC & 12V DC cords - Orange List price is \$294.83.	18	\$138.57	\$2,494.26





(877) 637-3473

Quote

Quote #

QT1760806

Date

11/17/2023

Pricing is per Fairfax County contract # 4400010661.

Akron- 49%

Elkhart- 48.5%

Harrington- 52%

SuperVac/Tempest- 37%

CMC-18%

Streamlight- 53%

Kochek- 52%

R&B Fabrication- 18.5%

Subtotal	\$56,665.79
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$56,665.79

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1760806

RESOLUTION NO. RS-2024-

(Intergovernmental Cooperative Purchase [INTG-24-0144] Fire Apparatus Tools and Accessories for Division of Emergency Services)

RECITALS

The Code of Public Local Laws of Washington County, Maryland (the "Public Local Laws"), §1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the "Board"), "may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract."

Subsection (c) of §1-106.3 provides that "A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement."

The Division of Emergency Services is requesting to purchase five apparatus tools and accessories from Municipal Emergency Services of Rockville, Maryland for the total sum of \$55,665.79, and to utilize another jurisdiction's contract that was awarded by the County of Fairfax, Virginia (contract #4400010661).

Eliminating the County's bid process will result in administrative and cost savings for the County. The County will benefit with direct cost savings because of the economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to §1-106.3 of the Public Local Laws, that the Division of Emergency Services is hereby authorized to purchase five apparatus tools and accessories for the total sum of \$55,665.79, and to utilize another jurisdiction's contract (contract #4400010661) that was awarded to Municipal Emergency Services of Rockville, Maryland.

Adopted and effective this ____ day of June, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Zachary J. Kieffer
County Attorney

Mail to:
Office of the County Attorney
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740



Open Session Item

SUBJECT: Circuit Court CourtSmart System Refresh Memorandum of Understanding - (PUR-1694)

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Rick F. Curry, Director, Purchasing; Zachary Kieffer, County Attorney on behalf of Kristen Grossnickle, Circuit Court Administrator

RECOMMENDED MOTION: Move to approve the MOU between the Administrative Office of Courts and the Board of County Commissioners of Washington County for the CourtSmart Refresh for Washington County Circuit Court in the amount of \$51,228.

REPORT-IN-BRIEF: The Administrative Office of Courts (MOU) is requesting to enter a MOU with Washington County government for the System Refresh for the Circuit Court recording system, CourtSmart.

DISCUSSION: The Circuit Court recording system used to record all court sessions, CourtSmart is overdue for a System Refresh. The court was going to request this in their FY26 budget, but the AOC has agreed to cover the costs to negotiate costs for multiple court locations, rather than needing to be funded by the County Government.

CourtSmart will refresh cooperating systems, CourtSmart software, and SQL. This will refresh the audio servers, archive PC, controllers, and equipment as outlines in the attached price quotation. The servers will provide digital recording for the existing seven (7) courtrooms.

This purchase will be a Sole Source purchase for compatibility of existing equipment. This purchase is to be completed by Washington County Government, through the Circuit Court budget from the Computer/Software Equipment account, with reimbursement by the Administrative Office of Courts upon project completion and payment.

The Purchasing Department received a request from the Court Administrator regarding the procurement of the system Refresh. The Courts wish 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.

FISCAL IMPACT: Funding in the amount of \$43,069 is available in account 600600-10-10200 Computer/Software Equipment.

CONCURRENCES: Kristin Grossnickle, Circuit Court Administrator

ALTERNATIVES: None

ATTACHMENTS: MOU and CourtSmart Price Quote

AUDIO/VISUAL NEEDS: None

**MEMORANDUM OF UNDERSTANDING
FOR GOODS AND SERVICES UP TO \$100,000
BY AND BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS AND
THE BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND**

M24-0045-X29

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 20__, by and between the Administrative Office of the Courts (“AOC”) on behalf of the Circuit Court for Washington County, and the Board of County Commissioners of Washington County, Maryland, hereby known as the “Parties.”

WHEREAS, the AOC recognizes the Board of County Commissioners of Washington County, Maryland possesses the capability to deliver goods and/or services as specified below; and,

WHEREAS, the AOC desires to obtain said goods and/or services as specified herein; and,

WHEREAS, the Board of County Commissioners of Washington County, Maryland has agreed to perform for the AOC in accordance with this MOU.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, the AOC and the Board of County Commissioners of Washington County, Maryland enter into this MOU and agree as follows:

ARTICLE I - SCOPE OF WORK

The Board of County Commissioners of Washington County, Maryland shall deliver goods and/or services as described in and in strict accordance with Exhibit A, incorporated as part of this document.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

In consideration of the satisfactory performance and delivery of the goods or services, the AOC shall pay the Board of County Commissioners of Washington County, Maryland in accordance with the terms of this MOU and at the rate specified in Exhibit A. Except by MOU modification, total payments may not exceed \$51,228.00 (the “NTE Amount”).

All invoices shall be submitted within 30 calendar days after the completion and acceptance of each deliverable by the AOC, and shall include the following information:

- a. name and address of the AOC contact:
Liz Clarke
Administrative Office of the Courts, Judicial Information Systems
189 Harry S. Truman Parkway, Annapolis, MD 21401
Send invoices and reports to: liz.clarke@mdcourts.gov,
- b. name, remittance address, and federal taxpayer identification number of MOU partner,
- c. invoice period,
- d. invoice date,

- e. invoice number,
- f. amount due,
- g. deliverable ID number for the deliverable being invoiced, if applicable,
- h. Purchase Order number, and
- i. MOU Number.

All hardware manufacturer, make, model, and serial numbers should be included on invoices related to those goods. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.

Payments to the Board of County Commissioners of Washington County, Maryland for each deliverable shall be made as soon as possible after the acceptance of the deliverable and after receipt of a proper invoice. Charges for late payment of invoices are prohibited.

ARTICLE III - TERM

The term of this MOU shall begin upon execution and terminate on December 1, 2024 with up to one (1) extension options of six (6) months at the sole discretion of the AOC. No work may begin under this MOU until all Parties have signed it and the AOC has instructed the Board of County Commissioners of Washington County, Maryland by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

ARTICLE IV - MODIFICATIONS

Any modifications to this MOU must be in writing and signed by authorized representatives of both Parties.

ARTICLE V - GENERAL CONDITIONS

General Conditions are not attached hereto and incorporated herein.

Relationship between Parties. Nothing in this MOU shall be construed to create an employment relationship between the AOC and any employee or contractor of the Board of County Commissioners of Washington County, Maryland, including any staff or contractor that is assigned to perform any work in the Circuit Court for Washington County. The Board of County Commissioners of Washington County, Maryland will have sole responsibility for all its staffing determinations, including, but not limited to, hiring, training, termination, and scheduling.

Liability. The AOC assumes no liability or responsibility with respect to the conduct and operation of the Board of County Commissioners of Washington County, Maryland related to business being conducted, nor for any loss or damage, caused by any employee, officer, contractor, or third party associated with the Board of County Commissioners of Washington County, Maryland. The AOC shall not be responsible for any damage(s) caused by the Board of County Commissioners of Washington County, Maryland employees, agents, or officials to personal property, documents, records, monies, or goods of the Board of County Commissioners of Washington County, Maryland or to anyone in or about the Board of County Commissioners of Washington County, Maryland's premises for the duration of the period of the MOU between the Board of County Commissioners of Washington County, Maryland and the AOC.

Non-Disclosure. The Board of County Commissioners of Washington County, Maryland shall not without the AOC's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any information which may be held or maintained by the Judicial Branch as Confidential Information except for the sole and exclusive purpose of performing under this MOU, and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the MOU. The Board of County Commissioners of Washington County, Maryland may also be required to complete and submit a Non-Disclosure Agreement. Failure to comply with these conditions may result in the termination of this agreement.

ARTICLE VI – REPRESENTATIVES

The following individuals are designated as representatives for their respective Parties:

For the AOC Department of Procurement, Contract & Grant Administration:

Name and Title: Whitney S. Williams, Director

Phone: 410-260-1581 Email: whitney.williams@mdcourts.gov

For the Board of County Commissioners of Washington County, Maryland:

Name and Title: John F. Barr, President

Phone: 240-313-2205 Email: jbarr@washco-md.net

ARTICLE VII – KEY PERSONNEL, if applicable

The Board of County Commissioners of Washington County, Maryland agrees that the following named individual is considered to be essential to the work being performed hereunder, and is designated as Key Personnel who shall be made available to the full extent required to carry out the work under this MOU:

Kristin Grossnickle, Court Administrator

Should this individual become unavailable during the term of this MOU, personnel of at least equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the AOC, which approval may be denied at its sole discretion. Should the Board of County Commissioners of Washington County, Maryland be unable to provide substitutes acceptable to the AOC, the AOC may terminate this MOU; or, at its option, negotiate with the Board of County Commissioners of Washington County, Maryland for an equitable adjustment under the MOU relative to the loss of such Key Personnel.

ARTICLE VIII – ENTIRE AGREEMENT

This Memorandum embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations regarding the Parties' agreement, other than those contained herein, or incorporated herein by reference.

ARTICLE IX – SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

For the Board of County Commissioners of
Washington County, Maryland

Date

John F. Barr
President, Board of County Commissioners of
Washington County, Maryland
100 West Washington Street, Room 1101
Hagerstown, MD 21740

For the Administrative Office of the Courts:

Date


Whitney S. Williams
Director, Department of Procurement, Contract &
Grant Administration


Approved as to form and legal sufficiency this ___ day of _____, 20__.

Stephane J. Latour
Managing Legal Counsel

Exhibit A. Statement of Work

Installation of Digital Recording system in the Circuit Court for Washington County, per quote below.

		DATE:	10 June 2024
		TIN:	04-3358086
CourtSmart Digital Systems, Inc. 51 Middlesex Street North Chelmsford, MA 01863 978-251-3300 www.courtsmart.com		Quote Prepared for:	HAGERSTOWN CIRCUIT COURT OF MARYLAND
		Quote Type:	SERVER REFRESH
		Document:	STATEMENT OF WORK
		Quote Version:	v.5.0
		Quote Expiration Date:	25 July 2024
STATEMENT OF WORK			
<p><i>CourtSmart</i> will refresh the audio servers, encoders, archive PC, new BFL controllers. UPS and rack kit for the refresh described below. <i>CourtSmart</i> will refresh operating systems, <i>CourtSmart</i> software, and SQL. The refresh will include configuring the new audio servers, transferring all data from the existing servers, and testing for the court. The servers will provide 4 channel digital recording for the existing seven (7) courtrooms. All archiving will be processed to the JIS SAN in Annapolis. The rack kit will include a pullout LCD, keyboard, and KVM.</p> <p>All new hardware and software has a 1-year warranty. If the refresh involves the replacement of existing <i>CourtSmart</i> supplied hardware the annual Support Services Agreement will be adjusted to reflect a 1-year reduction for the hardware that has been replaced and is currently under maintenance. After the 1-year warranty period the annual support services invoice will reflect the cost of the new hardware that was installed for this refresh.</p>			
<p><u>Product Availability Notice</u></p>			
<p>We have witnessed uncertainty in both production and delivery times for products purchased by <i>CourtSmart</i> over the past three (3) years as a result of the supply chain disruptions related to the global economic conditions. The supply chain disruption, coupled with inflation, has affected both price changes and product availability. This makes quotes, fulfillment, and most importantly, scheduling installations, difficult. <i>CourtSmart's</i> ability to deliver product is contingent upon our suppliers' ability to consistently fulfill our orders. On a regular basis we receive notices from suppliers that products are being discontinued and deliveries are delayed. <i>CourtSmart</i> will continue to provide the best possible solutions and seek out additional sources for products where appropriate. This quotation may change in accord with availability at the time of purchase order receipt. Because of these uncertain times our quotations are only valid for 45 days. At the expiration of the 45 days, the quotation may be extended or modified by <i>CourtSmart</i> should there be changes to product or pricing. Should delay in the installation occur that is not related to product availability, or related to a <i>CourtSmart</i> issue, it may be necessary to adjust installation costs accordingly. Thank you for your understanding.</p>			

				DATE:	10 June 2024	
				TIN:	04-3358086	
CourtSmart Digital Systems, Inc. 51 Middlesex Street North Chelmsford, MA 01863 978-251-3300 www.courtsmart.com		Quote Prepared for:	HAGERSTOWN CIRCUIT COURT OF MARYLAND			
		Quote Type:	SERVER REFRESH			
		Document:	QUOTATION			
		Quote Version:	v.5.0			
		Quote Expiration Date:	25 July 2024			
IT REFRESH and Ai Post Recording Transcription						
TYPE	DESCRIPTION	MODEL	SPEC	QTY	COST EA.	TOTAL
SERVERS	Primary/Backup	Dell R550	2x1 SSD Boot; 2x 8C 2.8 GHz; 32 GIBRAM; 24 TB HDD. WIN2022	2	13500	\$ 27,000
UPS	Battery Backup	2000VA	Rack Mounted	2	1199	\$ 2,398
ARCHIVE	Server-Workstation	DELL	T3680	1	3250	\$ 3,250
ENCODERS	16 Channel Backup	Dante	AudioScence	1	3400	\$ 3,400
ENCODERS	32 Channel Primary	Dante	AudioScence	1	4650	\$ 4,650
RACK KMM	Keyboard/Monitor	DELL	4 port RM switch	1	1790	\$ 1,790
Software	DANTE	CSMT	VSC	2	125	\$ 250
RACK KVM	USB with cables		4-Channel	1	540	\$ 540
CONTROL	BFL	CSMT	4-Channel	2	600	\$ 1,200
MATERIALS SUBTOTAL						\$ 44,478
SHIPPING						\$ 500
INSTALLATION COSTS (IT)						\$ 6,250
TOTAL						\$51,228



DATE:	10 June 2024
TIN:	04-3358086

CourtSmart Digital Systems, Inc.	Quote Prepared for:	
51 Middlesex Street		
North Chelmsford, MA 01863	Quote Type:	
978-251-3300	Document:	COURTSMART DISCLAIMER
www.courtsmart.com	Quote Version:	2024
	Quote Expiration Date:	
COURTSMART DISCLAIMER		

ALL PRICES ARE PLUS ANY APPLICABLE TAXES THAT THE USER IS SUBJECT TO ARISING FROM THIS TRANSACTION.

The purchaser shall pay all taxes or duties based on or in any way measured by this procurement, the computer software, hardware, or any services related thereto, including any personal property taxes but excluding taxes based on CourtSmart's net income. If the purchaser elects to challenge the applicability of any such taxes, the purchaser shall pay such taxes to the taxing authority and the purchaser may thereafter challenge such taxes and seek refund thereof.

Installation included is for all CourtSmart related hardware and software. CourtSmart is not responsible for providing cabling from hearing rooms to server location. Training of all associated staff included at no additional charge. It is assumed that all staff trained will be experienced in the operation of Windows before training. CourtSmart will not train staff on Windows usage.

CourtSmart is basing the following quotation upon information provided to us by the staff. The requirements that were provided to us serve as the basis upon which our recommendation is based. Should your requirements change, it may be necessary to adjust our recommendations or pricing accordingly. CourtSmart reserves the right to substitute hardware manufacturers and models based upon availability and/or technology improvements. Any hardware so substituted will be of equal or greater performance. The prices quoted are valid for a period of 45 days from the date of this quotation and may be extended by agreement of the parties.

WARRANTY AND MAINTENANCE: All CourtSmart supplied software and hardware comes with a standard, limited one (1) year warranty from date of installation to the original purchaser of the product and cannot be transferred with the exceptions noted below. This Warranty covers all parts and labor for any failures that occur in the normal course of system operation. It does not cover problems that occur through the misuse or abuse of the system nor does it cover administrative, policy changes, or other non-support or maintenance actions taken or modifications made to the system contrary to the express direction of CourtSmart or failure to seek approval prior to undertaking such actions. The Warranty does not cover normal wear and tear nor does it cover physical damage to any products unless that damage was the direct result of manufacturing defects. CourtSmart is not responsible for any consequential damage due to any failure of the hardware or software to perform as intended. CourtSmart bears no responsibility or obligation with respect to the manner of use of any system or components of a system sold by it. CourtSmart disclaims and negates any warranty of merchantability or fitness of use of such system or components of such system including, without limitation, any warranty that the use of such system or components for any purpose complies with applicable laws or regulations.

CourtSmart will not continue to support hardware that has reached the manufacturer's end-of-life cycle. Third party software such as Microsoft Windows and SQL are not covered under warranty or maintenance. CourtSmart provides at the conclusion of the warranty period a maintenance contract covering applicable software enhancements, fixes, and upgrades deemed appropriate by CourtSmart at its sole discretion, as well as providing 1-800 telephone support. The annual maintenance contract is invoiced at a cost of 12% per year of the purchase price of the system providing that a VPN or other high-speed access is provided for support. The laws of the Commonwealth of Massachusetts govern the terms of the Warranty. Exceptions to the support agreement include but are not necessarily limited to UPS batteries and other parts considered normal wear and tear.

CourtSmart proprietary software is provided in accord with **CourtSmart's** End-User Licensing Agreement (EULA) that provides the User with a limited, non-exclusive, personal license to use the software on the computer that it was originally installed and for the purpose originally intended. The end-user may not resell, assign, or give the software to any other entity without the express written permission of **CourtSmart** Digital Systems, Inc. Likewise; **CourtSmart** application software may not be installed on additional computers or in additional rooms without payment of the required licensing fees. **CourtSmart** does allow the transference of licenses from one computer to a replacement computer for maintenance or upgrade purposes. **CourtSmart** recording software is licensed to a specific room or venue and may not be relocated or dynamically switched to a different room without the payment of licensing fees or the express written permission of **CourtSmart** Digital Systems. Client software is licensed to a specific workstation PC.

CourtSmart developed hardware, reference manuals, and software constitutes a valuable asset of the corporation and is protected by Federal and International copyright law. The end-user must protect this material from accidental or deliberate disclosure to third parties by employees of the court system, its agents, or users of the system. Any such disclosures could cause irreparable harm to **CourtSmart** Digital Systems.



Agenda Report Form

Open Session Item

NOTE: The Board will need to convene as the *Board of Health* when considering this request.

From: Michelle Hutchinson, Purchasing-Washington County Health Dept.

SUBJECT: MD Optimal Adolescent Health Program/True You (MOAHP)

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Earl Stoner, Health Officer

RECOMMENDED MOTION: The health department is recommending that the *Board of Health* award the contract to Girl's Incorporated of Washington County in the amount of \$150,000.00. For the contract period of July 1st, 2024, through June 30th, 2025.

REPORT-IN-BRIEF: MOAHP is a grant that is targeted to implement comprehensive sexual education in Washington County High Schools. Promoting health among the teens and seeking to reduce birth rates and sexually transmitted infections among the high-risk teens in Maryland. The program includes parent/caregiver education as well as the formation of Youth Advisory Boards to inform the work of the systems team. This is the second year of a five-year grant providing funding will be available from the State. This program will also include a mental health curriculum that will be implemented in the 3rd year.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through a Maryland Department of Health MOAHP Grant. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS:

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY25 F566N-0802 True You Maryland
Girls Incorporated of Washington County

THIS CONTRACT (the "Contract"), is made as of the 11th day of June, 20 24 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Girls Incorporated of Washington County
("Contractor") whose principal office in Maryland is
626 Washington Ave., Hagerstown, MD 21740
and whose principal business address is
Same

The parties agree as follows:

1. Scope of Contract.

(a) The Contractor shall provide the following goods or services:

As stated in Maryland Optimal Adolescent Health Program/True You RFP 2024-03 with the option to renew the contract with the vendor for four (4) consecutive 1-year renewals if grant funding is available from the State. The RFP will be used as the basis of award for this grant for FY2024-FY2028. Funding for years FY2025-FY2028 is contingent of grant award to the Washington County Health Department and is NOT guaranteed. Option year #1 will be FY25 (July 01, 2024 - June 30th, 2025).

The scope of work or solicitation dated XXX is attached and incorporated by reference as Exhibit A. The Contractor's bid or proposal dated _____ is attached and incorporated by references as Exhibit _____. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A - the scope of work or solicitation and Exhibit B - the Contractor's bid or proposal.

(b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of July 1st, 20 24 through June 30th, 20 25.

3. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$150,000. Vendor is to invoice monthly for services rendered.

(b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

(c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is 23-7052207. The Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

(d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to wchd.invoice@maryland.gov. All invoices shall be submitted along with any supporting documentation to prove the expenses were incurred by the contractor. All invoices shall include the following information:

- Contractor name.
- Remittance address.
- Federal taxpayer identification number.
- Invoice period.
- Invoice date.
- Invoice number
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information and inclusive of the supportive documentation cannot be processed for payment until the Contractor provides the required information.

Supporting Documentation Requirements

The Washington County Health Department is required to ensure that all expenses disbursed under grant programs are made within the scope of the Condition of Awards and only appropriate expenses are reimbursed under the grant. As such, supporting documentation is required to support expenses invoiced under this contract.

- For reimbursement of salaries and related personnel costs, copies of payroll reports or other proof of payments/costs must be submitted along with the invoice. Reports must detail amounts paid to or on behalf of (salary and fringe costs) individual employees.
- For equipment purchases that are approved under the grant award, originals, or copies of receipts for the equipment must be submitted along with the invoice.
- For any sub-contracted services allowable under the grant award, copies of invoices from the sub-contractors must be submitted along with the invoice. Sub-contracted services must be pre-approved by the Contract Monitor. Supportive documentation proving the costs and expenses of the sub-contractor will also need to be provided.
- For any supplies, utility costs, fuel purchases, or other expenses allowable for reimbursement under the grant award, copies of receipts or invoices must be submitted along with the invoice.

Onsite Visit/Audit

For service contracts, the Washington County Health Department, will perform one or more onsite visits to ensure that services provided by the contractor are consistent with this contract and any applicable conditions of award. This site visit may include a financial review to audit the accuracy of invoices and billed expenses. If a visit is made to ensure that a service is being performed at a specific time, it may be unannounced.

- 4. Procurement Officer.** The Department designates Michelle Hutchinson to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.
- 5. Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- 6. Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).
- 7. Termination for Default.** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State.

Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. **Termination for Non-Appropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, or any software license acquired hereunder.
11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
12. **Contract Monitor - The contract monitor is Danielle Stahl.**

Exhibit A

Scope of Work

Girls Incorporated of Washington County will work with the Washington County Public Schools (WCPS) to implement 3Ps curriculum in 10th grade and co-facilitate the Youth Advisory Board(YAB).

Girls Inc will:

Implement True You Maryland/MOAHP programming in 4 WCPS schools.

Distribute the entry and exit surveys to any students participating in the 3Ps curriculum.

Report performance measures to the Washington County Health Department (WCHD) quarterly for students participating in the 3Ps curriculum.

Allow WCHD staff to conduct observations of class sessions where the 3Ps curriculum is used.

Provide WCHD with copies of program curriculum and materials.

Participate in YAB planning and activities and attend all YAB partner and youth meetings.

Attend systems team meetings.

Submit monthly invoices along with backup documentation to WCHD invoice mailbox (wchd.invoice@maryland.gov) and Danielle Stahl (danielle.stahl@maryland.gov).

Washington County Health Department:

Oversee the YAB planning, meetings, and activities.

Attend systems team meetings.

Collect Performance measures data quarterly.

Submit reports to Maryland Department of Health (MDH).

Work with WCPS and Girls Inc to ensure all grant requirements are met.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR
Girls Incorporated of Washington County

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

By: _____

Maureen Grove, Executive Director
(Printed Name and Title)

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Date

Attachments: Exhibit A: Scope of Work or Solicitation



Agenda Report Form

Open Session Item

NOTE: The Board will need to convene as the *Board of Health* when considering this request.

From: Michelle Hutchinson, Purchasing-Washington County Health Dept.

SUBJECT: MD Medical Assistance Non-Emergency Transportation Contract

PRESENTATION DATE: June 18, 2024

PRESENTATION BY: Earl Stoner, Health Officer

RECOMMENDED MOTION: The health department is recommending that the *Board of Health* award the contract to AM-Van Inc. (dba AAA Transport) in the amount of 1,220,125.00. For the contract period of July 1st, 2024, through June 30th, 2025.

REPORT-IN-BRIEF: Earl Stoner, Health Officer of the Washington County Health Department recommends the approval of the NEMT to the AAA Transport for provision of the medical assistance non-emergency transportation services to qualified Washington County residents for non-emergency medical appointments. This contract is a fixed unit price for each type of transportation mode.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through a Maryland Medicaid Program through a grant to the Washington County Health Department. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS:

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY25 F738N-0881
AM-Van, Inc (dba AAA Transport)**

THIS CONTRACT (the "Contract"), is made as of the 11th day of June, 20 24 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

AM-Van, Inc. (dba AAA Transport)
("Contractor") whose principal office in Maryland is
1315 Marlboro Rd., Lothian, Maryland 20711
and whose principal business address is
Same

The parties agree as follows:

1. Scope of Contract.

- (a) The Contractor shall provide the following goods or services:

Renewal with Contractor as Option 1 (period of July 1st, 2024, through June 30th, 2025) of initial contract of RFP #WCHD-2022-01.

An amendment of the Medicaid Non-Emergency Medical Transportation (NEMT) Policy #: 10.09.19.02B & 10.09.36.01 (B)(15)(a)(i-iii) Duplicate Riders Manual has prompted a fee schedule change and is attached as Exhibit A.

The scope of work or solicitation dated N/A is attached and incorporated by reference as Exhibit A. The Contractor's bid or proposal dated N/A is attached and incorporated by references as Exhibit N/A. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

- (b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of July 1st, 20 24 through June 30th, 20 25.

3. Compensation and Method of Payment.

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor. **At the current FY25 Fee Schedule as noted as Exhibit A for RFP #WCHD-2022-01 Option Year #1.**
- (b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after services are rendered and the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- (c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is 52-1672274. The Contractor's Social Security Number is _____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.
- (d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to wchd.invoice@maryland.gov. All invoices shall be submitted along with any supporting documentation to prove the expenses were incurred by the contractor. All invoices shall include the following information:

- Contractor name.

- Remittance address.
- Federal taxpayer identification number.
- Invoice period.
- Invoice date.
- Invoice number
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information and inclusive of the supportive documentation cannot be processed for payment until the Contractor provides the required information.

Supporting Documentation Requirements

The Washington County Health Department is required to ensure that all expenses disbursed under grant programs are made within the scope of the Condition of Awards and only appropriate expenses are reimbursed under the grant. As such, supporting documentation is required to support expenses invoiced under this contract.

- For reimbursement of salaries and related personnel costs, copies of payroll reports or other proof of payments/costs must be submitted along with the invoice. Reports must detail amounts paid to or on behalf of (salary and fringe costs) individual employees.
- For equipment purchases that are approved under the grant award, originals, or copies of receipts for the equipment must be submitted along with the invoice.
- For any sub-contracted services allowable under the grant award, copies of invoices from the sub-contractors must be submitted along with the invoice. Sub-contracted services must be pre-approved by the Contract Monitor. Supportive documentation proving the costs and expenses of the sub-contractor will also need to be provided.
- For any supplies, utility costs, fuel purchases, or other expenses allowable for reimbursement under the grant award, copies of receipts or invoices must be submitted along with the invoice.

Onsite Visit/Audit

For service contracts, the Washington County Health Department, will perform one or more onsite visits to ensure that services provided by the contractor are consistent with this contract and any applicable conditions of award. This site visit may include a financial review to audit the accuracy of invoices and billed expenses. If a visit is made to ensure that a service is being performed at a specific time, it may be unannounced.

- 4. Procurement Officer.** The Department designates Michelle Hutchinson to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.
- 5. Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
- 6. Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).
- 7. Termination for Default.** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- 8. Termination for Non-Appropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of

the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13–219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, or any software license acquired hereunder.
11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
12. **Contract Monitor- Contract Monitor is [Robin Mangold](#).**

Exhibit A

2024-2025

Medical Assistance Fee Schedule

Ambulatory/Sedan Transport Base to include 1st Mile \$45.00

Ambulatory/Sedan Transport Mileage rate billed to 1/10th mile \$3.00

Ambulatory/Sedan Transport Base Rate for additional passengers \$45.00

(There will be no charge for milage accrued by additional rider unless original rider exits before completion of 2nd rider trip, and so on for additional riders)

Wheelchair/Mixed Van Base Rate to include 1st mile \$68.00

Wheelchair/Mixed Van Mileage rate billed to 1/10th of a mile \$3.00

Wheelchair/Mixed Van Base Rate for additional passengers \$68.00

(There will be no charge for milage accrued by additional rider unless original rider exits before completion of 2nd rider trip, and so on for additional riders)

Ambulance Base Rates to include the 1st Mile:

Basic Life Support \$295.00

Advanced Life Support \$425.00

SCT/Critical Care Transport \$950.00

Neonatal \$950.00

Bariatric Up charge any Level \$200.00

Ambulance Mileage Rates to be billed to the 1/10th of a mile:

Basic Life Support \$9.00

Advanced Life Support \$9.00

SCT/Critical Care Transport \$9.00

Neonatal \$9.00

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

**CONTRACTOR
AM-Van, Inc. (dba AAA Transport)**

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT**

By: _____ (Seal)

By: _____

James L Pixton Jr., General Manager

(Printed Name and Title)

Earl Stoner, Health Officer

(Printed Name and Title)

Date

Date

Attachments: Exhibit A - Fee Schedule