

**99th Regular Session
Mayor and City Council
August 30, 2016
Agenda**

7:00 PM - August 30, 2016 - REGULAR SESSION -*Council Chamber*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Councilmember Martin E. Brubaker

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure - *Adopted September 24, 2013*
- B. Use of cell phones during meetings is restricted
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule
 - 1. Tuesday, September 6, 2016 - No Meeting
 - 2. Tuesday, September 13, 2016 - Work Session at 4:00 p.m.
 - 3. Tuesday, September 20, 2016 - Work Session at 4:00 p.m.
 - 4. Tuesday, September 27, 2016 - Regular Session at 7:00 p.m.

V. APPOINTMENTS

- A. City Ethics Commission
 - William Breichner, Term to Expire September 1, 2021
- B. Hagerstown Housing Authority
 - Denise Sisler, Term to Expire July 1, 2017

VI. PROCLAMATION

- A. International Overdose Awareness Day

VII. GUESTS

Highlight Hagerstown Awards

VIII. CITIZEN COMMENTS

IX. CITY ADMINISTRATOR'S COMMENTS

X. MAYOR AND COUNCIL COMMENTS

XI. MINUTES

(July 19, 2016 and July 26, 2016)

XII. CONSENT

A. Community and Economic Development

1. Approval of Street Closure: Fireball Run - September 27, 2016
2. Open Container Law Exemption - Application/Permit - Maryland Symphony Orchestra Classics and Crabs - September 17, 2016
3. Open Container Law Exemption - Application/Permit - Police Athletic League Country Music Festival - Fairgrounds Park - September 24, 2016

A. Finance

1. Audit of FY16 Basic Financial Statements and Single Audit in FY17 - Contract Extension - S B & Company, LLC (Hunt Valley, MD) \$38,500.00

A. IT/Support Services

1. Hosting and Software Support Agreement for Intellitime - Intellitime Systems Corporation (Santa Ana, CA) \$53,692.98
2. ESRI GIS Maintenance Agreement Renewal - ESRI (Redlands, CA) \$35,000.00

B. Police

1. Annual Software Maintenance for Police Mobile and RMS - Keystone Public Safety, Inc., (Maple Shade, NJ) \$78,761.00
2. Second Chance Summit Vests - Atlantic Tactical (New Cumberland, PA) \$36,172.96

A. Public Works

1. Landscape Bed and Ground Maintenance of Various Locations Citywide - The Groundskeeper, Inc. (Hagerstown, MD) \$ 25,100.00

B. Utilities

1. Water: Traveling Screen Repair - Underwater Services Corp. (Wyoming, PA) \$31,864.52
2. Wastewater: CCTV Purchase and Repair (Vehicle #563) - Rausch USA (Chambersburg, PA) \$18,596.00
3. Wastewater: Grinder Pump - Fluid Solutions, Inc. (Westminster, MD) \$57,200.00

XIII. UNFINISHED BUSINESS

XIV. NEW BUSINESS

- A. Introduction of an Ordinance: Quit Claim for Alley 1-006 Adjacent 400 Key Circle
- B. Approval of a Resolution: Authority to Close McPherson Street (between Franklin and Washington Streets)
- C. Approval of a Resolution: User Agreement with Cumberland Valley Model Yacht Club - City Park
- D. Approval of Memorandum of Understanding for Marsh Run Multi-Use Trail Project Grant
- E. Approval of the Hagerstown Suns Fireworks Show for September 9, 2016
- F. Approval of Contract: Renewal of Support for Tyler/MUNIS - Tyler Technologies, Inc. (Dallas, TX) \$ 191,600.31
- G. Approval of Transfer of Closed Circuit TV Pipe Inspection Vehicle to Washington County Department of Water Quality

- H. Approval of Contract: Lagoon Cleaning and Maintenance - Synagro Central, LLC (Baltimore, MD) \$ 160,000.00
- I. Approval of Contract for R. C. Willson Water Treatment Plant Phase IV Improvements - Close-out (Hazen and Sawyer Environmental Engineers and Scientists (Baltimore, MD) \$ 217,274.00
- J. Approval of Purchase: Backhoe and Hydraulic Hammer - JESCO (Frederick, MD) \$ 123,787.27
- K. Approval of Contract for Planning, Evaluation and Design Services for Repairs to the Edgemont Reservoir - Hazen and Sawyer Environmental Engineers and Scientists (Baltimore, MD) \$ 469,226.00
- L. Approval of an Agreement between HPD and DEA for Funding Task Force Officers
- M. Acceptance of Safe Streets Grant - \$ 161,024.00
- N. Acceptance of Maryland Department of Transportation Highway Safety Office Grant (HPD) \$ 12,500.00
- O. Approval of a Contract for Reconstruction of Alleys - Concrete Central, LLC (Hagerstown, MD) \$ 348,735.00

XV. ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Mayor David S. Gysberts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Councilmember Martin E. Brubaker

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

- A. Rules of Procedure - *Adopted September 24, 2013*
- B. Use of cell phones during meetings is restricted
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
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 - 3. Tuesday, September 20, 2016 - Work Session at 4:00 p.m.
 - 4. Tuesday, September 27, 2016 - Regular Session at 7:00 p.m.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

City Ethics Commission

William Breichner, Term to Expire September 1, 2021

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Hagerstown Housing Authority
Denise Sisler, Term to Expire July 1, 2017

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

International Overdose Awareness Day

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Highlight Hagerstown Awards

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

(July 19, 2016 and July 26, 2016)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Minutes.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 30, 2016

TOPIC: Approval of Minutes

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | _____ |
| Other | <u> X </u> |

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on July 19, 2016 and July 26, 2016.

DATE OF PASSAGE: August 30, 2016

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Street Closure: Fireball Run - September 27, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Consent_Agenda.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 30, 2016

TOPIC: Consent Agenda

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | _____ |
| Other | <u> X </u> |

MOTION: I hereby move that all the Consent Agenda be approved as presented.

Note: If you want to discuss any one item listed on the Consent Agenda, you must first make a request to remove that item from the Consent Agenda. The item automatically is moved to the last item under New Business and may then be discussed at that time. The appropriate motion for approval then is:

“I hereby move that the Consent Agenda, with the exception of (list item and topic) be approved.”



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Community Events Coordinator
Erin Wolfe, Communications Manager

DATE: August 10, 2016

SUBJECT: Street Closure Request: Fireball Run Productions – September 27, 2016

At the August 16, 2016 Mayor and City Council meeting, staff seek approval of one additional street closure in 2016.

At the February 23, 2016 meeting the Mayor and City Council approved a broad list of events, and additional events have been approved at subsequent meetings. The following are additional events that were not previously approved.

Fireball Run Live Production

September 27, 2016

9:30 a.m. to 1:30 p.m. – Filming expected to last from 10:30 a.m. to 1:00 p.m.

Event site includes the streets of North Potomac, South Potomac, West Washington, and East Washington (see attached map)

Event Organizer: Washington County Convention and Visitors Bureau, Betsy DeVore and the City of Hagerstown

Fireball Run is an adventure-travel television series and live action competition. Airing on multiple television platforms, most notably Amazon Prime, Fireball Run tells the story of forty (40) teams traveling across the United States in a quest for America's most obscure and historic artifacts. However, Fireball Run is not simply an adventure-travel television series – each episode of the series benefits the Child Rescue Network and each racing team is assigned 1000 missing child flyers to distribute along their journey. According to the series creator Fireball Run has reunited 47 children in the first nine seasons of the show.

The City of Hagerstown has been selected as a mid-destination interactive city for contestants to visit while traveling across the Mid-Atlantic region. The anticipated filming time for this production will not exceed three hours. During this time contestants will be required to visit two historic locations in the downtown area before spending downtime in the vicinity of the Public Square. While specific sections of downtown will be blocked from pedestrian traffic, this production is intended to be enjoyed by the entire community and people of all ages are welcome to visit Public Square while filming is underway.

For all events, plans may be modified for safety and traffic issues, and event times are subject to change.

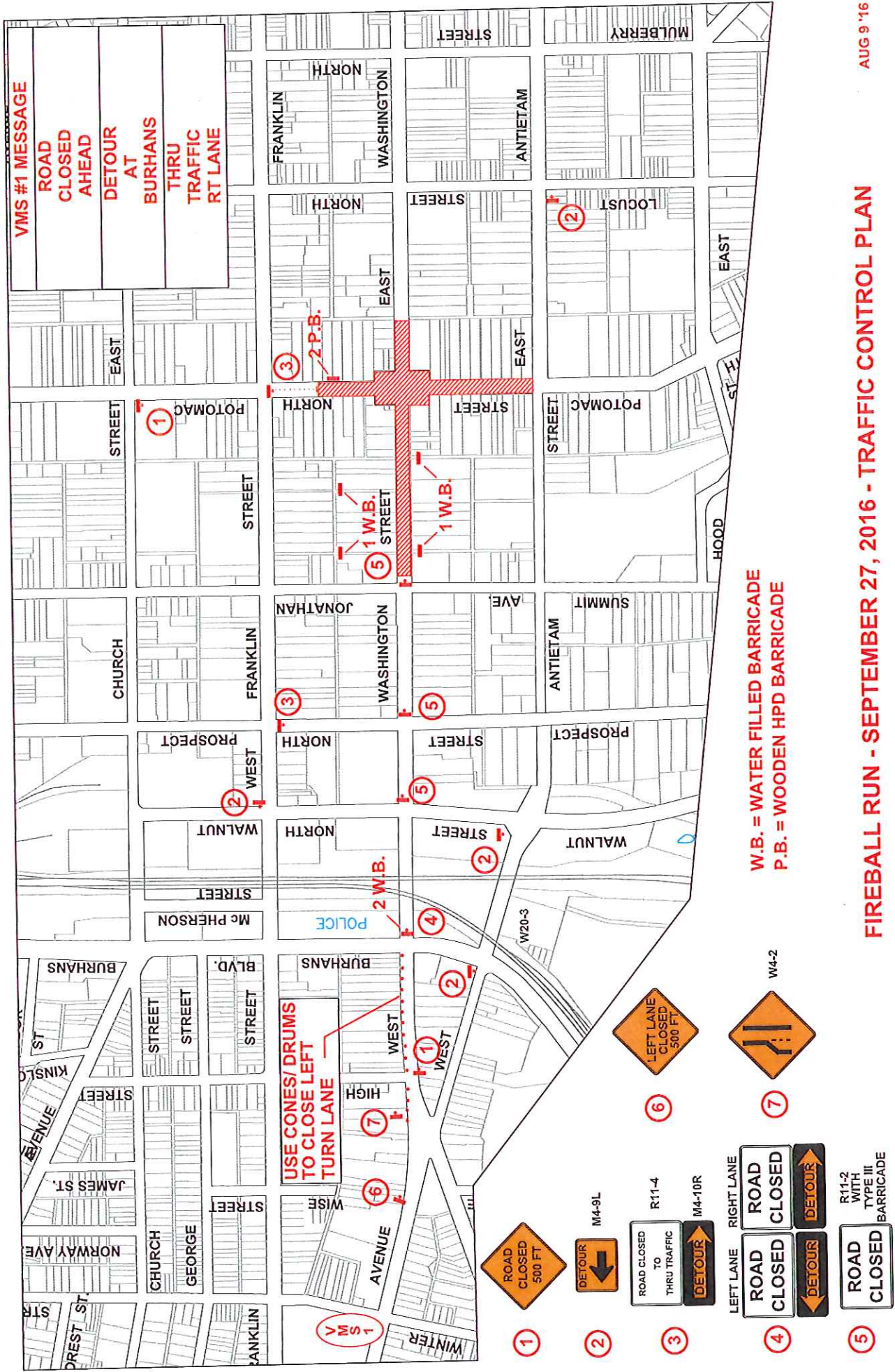
Background

City policies related to special events not operated by the City include, but are not limited to the following:

- The City requires the event organizer to provide the City a certificate of insurance naming the City as additionally insured.
- For events that include serving alcoholic beverages, the City requires the event organizer to submit a signed application for Open Containers Law Exemption for Special Events. The City requires the event organizer to submit a signed application for Special Class C Street Festival License as a part of process of obtaining this type of license from the Liquor Board if the event format and alcohol sales fit this model.
- The City requires the event organizer to review street closure and event plans with a cross-department logistics team which includes but may not be limited to representatives from the following City departments: Fire, Police, Public Works, Engineering/Parks & Recreation, Utilities, Planning and Code Administration and Community & Economic Development. The team review event and street closure plans and may seek modifications of plans to ensure efficiency and safety.
- The event organizer is responsible for applicable fees and costs for City services. City Staff work to keep costs minimal in support of events.
- The event organizer is responsible for obtaining a State Highway permit if the street closure affects a State Highway.
- The event organizer is responsible for notifying districts and neighborhoods affected by the street closures.

c:

Jill Frick, Director of Community and Economic Development
 Scott Nicewarner, Director of IT and Support Services
 Betsy DeVore, CVB
 Dan Speeden, CVB



FIREBALL RUN - SEPTEMBER 27, 2016 - TRAFFIC CONTROL PLAN



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator
FROM: Lauren Metz, Community Events Coordinator
DATE: August 17, 2016
SUBJECT: Maryland Symphony Orchestra Classics and Crabs Open Container Law Exemption

Staff seeks approval of an Application/Permit from the Maryland Theatre for an open container law exemption during the Maryland Symphony Orchestra's Classics and Crabs event on September 17, 2016. All liquor sales by the Maryland Theatre will be contained to the first block of South Potomac Street for the duration of the event. If approved by the Mayor and City Council, this application will go to the Liquor Board for review and final approval.

Background

The Maryland Symphony Orchestra's Classics and Crabs event is scheduled for Saturday, September 17, 2016. At the April 19th, 2016 Mayor and City Council session staff requested and was approved for a street closure of the first block of South Potomac Street from 8:00 a.m. to 10:00 p.m. - the event itself is scheduled to run from 3:30 p.m. to 9:00 p.m. The event will feature a performance by the Maryland Symphony Orchestra and Time for Three before inviting attendees onto South Potomac Street for a crab feed.

Attachment: MD Theatre Permit Application

c: Jill Frick, Director of Community and Economic Development
Jessica Green, Executive Director of the Maryland Theatre

APPLICATION/PERMIT

The undersigned does hereby make application to the City of Hagerstown, Maryland, to utilize the property/facilities of the City more particularly described as follows:

The first block of S. Potomac Street (see map attached hereto as Attachment A)

on Saturday, September 17, 2016 from 3:30 p.m. to 9:00 p.m.

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

The Maryland Theatre will be selling beverages for the Maryland Symphony Orchestra's Classics and Crabs event on Saturday, September 17, 2016 from 3:30 p.m. to 9:00 p.m. They will be selling alcoholic beverages to persons in this area who are of legal drinking age and non-alcoholic beverages.

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: The Maryland Theatre
Applicant Address: 21 South Potomac Street, Hagerstown, MD 21740

and to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she/it shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).
2. Abide by all Statutes, Acts, Ordinances, and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.
4. The applicant agrees that he/she/it shall furnish and does furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The

Applicant shall abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).

5. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
6. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any Attachments the terms set forth herein shall govern and prevail.

Date: 8/10/16

Name of Applicant: Maryland Theatre

By: [Signature]

Address: 21 South Potomac St., Hagerstown, MD 21740

Telephone: (301)790-3500

ACCEPTANCE

The foregoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. This permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

CITY OF HAGERSTOWN, MARYLAND

By: _____

ATTACHMENT A



ATTACHMENT B

It is understood by the applicant that this permit is subject to the terms and conditions below.

1. The first block of South Potomac Street (see map attached hereto as Attachment A) during the festival is leased for \$1 to the Maryland Theatre from 3:30 p.m. to 9:00 p.m. on September 17, 2016.
2. The Maryland Theatre is a nonprofit institution.
3. The Maryland Theatre will serve only beer and wine and will limit this activity to individuals who are legally able to drink alcohol and are in the fenced-in area and are designated as paid attendees.
4. The Maryland Theatre will sign this permit and Hold Harmless Agreement (see next page), as well as, endorse the City of Hagerstown as an additional insured on a two million dollar (\$2,000,000) insurance policy.
5. The representatives from The Maryland Theatre will limit the entrances to the event to paid ticket holders only.

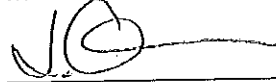
CITY OF HAGERSTOWN
HOLD HARMLESS AGREEMENT

Lessee/User: Maryland Theatre
Event/Use: Maryland Symphony Orchestra Classics and Crabs
Location: The first block of South Potomac Street (see map hereto as Attachment A)
Date(s) of Use: Saturday September 17th, 2016 from 3:30 p.m. to 9:00 p.m.

The Lessee/User agrees that it shall indemnify the City of Hagerstown and hold harmless the City of Hagerstown against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend The City of Hagerstown at Lessee's/User's expense against any and all claims, suits, demands, of whatsoever nature or kind.

Witness: _____

Maryland Theatre
Lessee/User



Witness: _____

By (Signature and Title)

Date: 8/16/16

21 South Potomac St.
Street

Hagerstown, MD 21740
City, State, Zip

(301)790-3500
Telephone

Return to: Lauren Metz
Community Events Coordinator
City of Hagerstown
14 North Potomac St., Suite 200
Hagerstown, MD 21740
(301) 739-8577, Extension 116

APPLICATION/PERMIT

The undersigned does hereby make application to the City of Hagerstown, Maryland, to utilize the property/facilities of the City more particularly described as follows:

Fairgrounds Park (see map attached hereto as Attachment A)

on Saturday, September 24, 2016 from 1:00 p.m. to 10:00 p.m.

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

The Police Athletic League (P.A.L.) will be selling beverages for the P.A.L. Country Music Fest event on Saturday, September 24, 2016 from 1:00 p.m. to 10:00 p.m. They will be selling alcoholic beverages to persons in this area who are of legal drinking age and non-alcoholic beverages.

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: Police Athletic League
Applicant Address: 430 N. Mulberry Street, Hagerstown, MD 21740

and to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she/it shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).
2. Abide by all Statutes, Acts, Ordinances, and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.
4. The applicant agrees that he/she/it shall furnish and does furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The

Applicant shall abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).

5. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
6. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any Attachments the terms set forth herein shall govern and prevail.

Date: _____

Name of Applicant: Police Athletic League

By: _____

Address: 420 N. Mulberry St., Hagerstown, MD 21740

Telephone: (301)797-2085

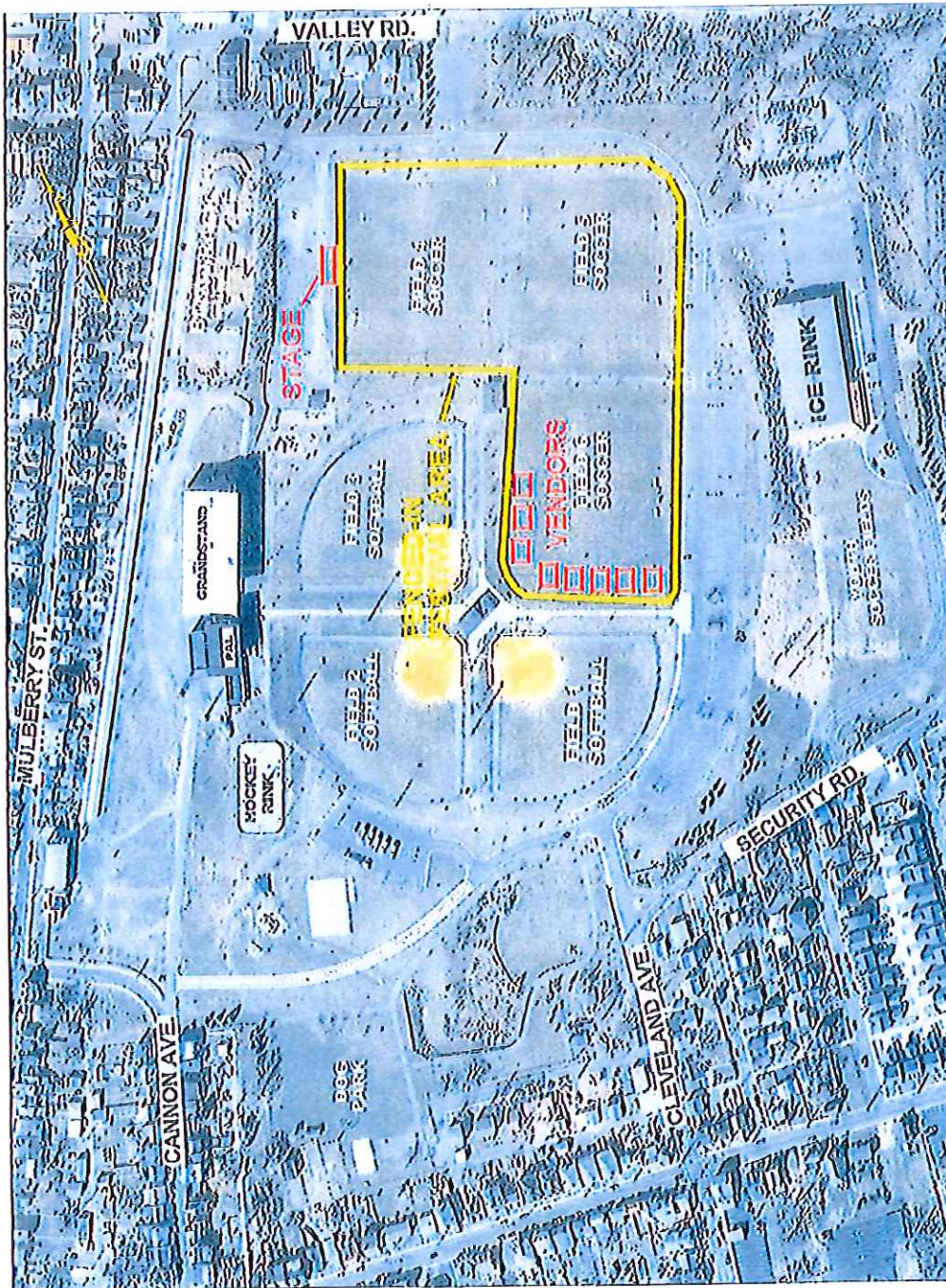
ACCEPTANCE

The foregoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. This permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

CITY OF HAGERSTOWN, MARYLAND

By: _____

ATTACHMENT A



ATTACHMENT B

It is understood by the applicant that this permit is subject to the terms and conditions below.

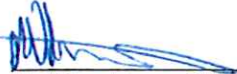
1. Fairgrounds Park (see map attached hereto as Attachment A) during the festival is leased for \$1,000 to the Maryland Theatre from 1:00 p.m. to 10:00 p.m. on September 24, 2016.
2. The Police Athletic League is a nonprofit institution.
3. The Police Athletic League will serve only beer and wine and will limit this activity to individuals who are legally able to drink alcohol and are in the fenced-in area and are designated as paid attendees.
4. The Police Athletic League will sign this permit and Hold Harmless Agreement (see next page), as well as, endorse the City of Hagerstown as an additional insured on a two million dollar (\$2,000,000) insurance policy.
5. The representatives from The Police Athletic League will limit the entrances to the event to paid ticket holders only.

CITY OF HAGERSTOWN
HOLD HARMLESS AGREEMENT

Lessee/User: Police Athletic League
Event/Use: Country Music Fest
Location: Fairgrounds Park (see map hereto as Attachment A)
Date(s) of Use: Saturday September 24th, 2016 from 1:00 p.m. to 10:00 p.m.

The Lessee/User agrees that it shall indemnify the City of Hagerstown and hold harmless the City of Hagerstown against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend The City of Hagerstown at Lessee's/User's expense against any and all claims, suits, demands, of whatsoever nature or kind.

Witness: _____ Police Athletic League
Lessee/User

Witness: _____ 
By (Signature and Title)

Date: _____ 420 N. Mulberry Street
Street
Hagerstown, MD 21740
City, State, Zip
(301)797-2085
Telephone

Return to: Lauren Metz
Community Events Coordinator
City of Hagerstown
14 North Potomac St., Suite 200
Hagerstown, MD 21740
(301) 739-8577, Extension 116

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

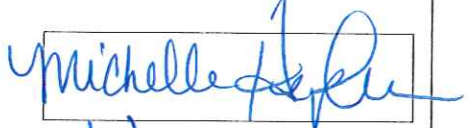
| Quantity | Description | Value |
|----------|---|----------|
| 1 | Audit of FY16 Basic Financial Statements & Single Audit in FY17 | \$38,500 |
| | | |
| | | |

| | |
|-------------------------|--------------------------------------|
| Business Name: | S B & Company, LLC |
| Address: | 200 International Circle, Suite 5500 |
| City, State: | Hunt Valley, MD 21030 |
| Bid/Proposal/Quote No.: | |

[illegible]

(1) Department Manager

Recommend one year extension for existing audit contract. The associated fees for this same service for the prior fiscal year were just \$500 less.


8/11/16 Signature / Date

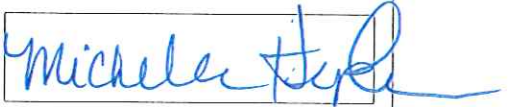
(2) Purchasing Agent:

Recommend Approval.


8/11/16 Signature / Date

(3) Finance Manager:

Recommend approval. Adequate funding exists in the approved FY17 Budget.


Signature / Date

(4) City Administrator's Recommendation:

Approval


8/17/16 Signature / Date

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of August 30, 2016**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: IT & Support Services By: Scott Nicewarner, Director
Account Number: 0107200-537702 Account / Project Name: Intellitime – Hosting / Maintenance Agreement Renewal
Budget Amount: 307,287 ~~\$53,692.98~~ Account Balance: 115,686 Year: FY17 CIP Control No. _____
Unbudgeted \$: \$0.00 Source of Funds: General Fund

| Quantity | Description | Value |
|----------|--|-------------|
| 1 | Hosting and Software Support Agreement | \$53,692.98 |
| | | |
| | | |

TOTAL VALUE OF PROJECT: \$53,692.98 (2)

ABOVE TO BE USED FOR:

Annual agreement renewal for the hosting and system support of our Time and Attendance system.

Maintenance agreement includes support for the software and electronic time clocks.

Recommended Vendor:

Business Name: Intellitime Systems Corporation

Address: 1118 E. 17th Street

City, State: Santa Ana, CA 92701

Bid/Proposal/Quote No.: _____

OTHER VENDORS:

| Firm | City/State | Total Amount |
|--|------------|--------------|
| THIS IS A SOLE SOURCE DUE TO PROPRIETARY SOFTWARE. | | |
| | | |
| | | |
| | | |

(1) Department Manager

Agreement renewal includes the hosting of our system on remote servers, software / process support, and support for the 18 time clocks in operation in various City installations.

Scott A. McQuarrie

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jason L. Miller
8/16/16

Signature / Date

(3) Finance Manager:

Recommend approval.

Michelle L. Miller
8/16/16

Signature / Date

(4) City Administrator's Recommendation:

Approval

Valerie A. Means
8/17/16

Signature / Date



CITY OF HAGERSTOWN, MARYLAND

Information Technology & Support Services – Scott Nicewarner, Director
301-766-4071 (Direct)
301-739-8577, Ext 161

August 23, 2016

TO: Valerie Means, City Administrator
FROM: Scott Nicewarner, Director
RE: Intellitime Licensing, Timeclock & Support Agreement Renewal

The consent agenda for August includes a renewal of the Intellitime time and attendance licensing, timeclock warranty and technical support agreement in the amount of \$53,692.98.

All staff, except for the fire and police departments, are utilizing the timeclocks and are having their time recorded through the Intellitime system. We are extremely close to the start of a parallel testing process with the Fire Department and their use of the Intellitime Dynamic Scheduler to schedule and record their time on the job. The move from a predominantly manual process of scheduling shifts / leave within the department to an electronic process has been a lengthy and challenging one. However, it is time well spent as it provides oversight and accountability to payroll, one of the City's largest expenses. It also takes a majority of management of the process away from the administrative assistant in the department and puts more accountability on the shift command staff to actively monitor and maintain shift schedules, all forms of leave and the applications of policy and procedure that come with this from both the union contract and the departmental rules and regulations. We have also worked with Chief Lohr to identify other areas within the time and attendance process in the department that he would like to see modified that were not otherwise identified earlier in the process.

We are confident that the system will allow employees and supervisors to enjoy transparency and manageability over the shift schedules, especially in modernizing the ability to schedule leave, shift swaps, and overtime processes. We feel that the parallel process will go smoothly and hope to have the Fire Department fully on the system by the end of Fall.

The Police Department implementation process is already well underway. Staff believes that department's implementation will be a more straightforward process and hope to have this project completed by Spring.

Scott A. Nicewarner

Scott Nicewarner, Director

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of August 30, 2016**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Technology & Support Svcs. By: Scott Nicewarner, Director
Account Number: 307,281 0107200-537702 Account / Project Name: ESRI Maintenance Renew
Budget Amount: \$35,000.00 Account Balance: \$61,993 Year: 16/17 CIP Control No. _____
Unbudgeted \$: \$0.00 Source of Funds: General Fund

| Quantity | Description | Value |
|----------|--|-------------|
| 1 | ESRI GIS Maintenance Agreement Renewal | \$35,000.00 |
| | | |
| | | |

TOTAL VALUE OF PROJECT: \$35,000.00 (3)

ABOVE TO BE USED FOR:

Renewal of ESRI GIS Enterprise License Agreement for ArcServer software and client software necessary to develop and maintain our City GIS information. Yearly cost has stayed the same for past 6 years.

Recommended Vendor:

Business Name: ESRI
Address: 380 New York Street
City, State: Redlands, CA 92373
Bid/Proposal/Quote No.: _____

OTHER VENDORS:

| Firm | City/State | Total Amount |
|--------------------------------|------------|--------------|
| THIS IS A SOLE SOURCE PROPOSAL | | |
| | | |
| | | |
| | | |

(1) Department Manager

The renewal of this agreement allows the City to continue operations of our GIS program. We are able to deploy any ESRI GIS software package without purchasing additional licenses, as well as receive product upgrades, technical support, consultation, and online training for all ESRI products. GIS has become an integral part of our technology infrastructure and how our operating units provide information to other municipalities, business partners, and the general public. Expense is budgeted for in FY17 out of general operating expenses.

Scott A. McQuarrie

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jacobs J. Miller
8/16/16

Signature / Date

(3) Finance Manager:

Recommend approval.

Michelle Hefner
8/16/16

Signature / Date

(4) City Administrator's Recommendation:

Approval

Vivian A. Means
8/17/16

Signature / Date



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/27/2016
To: Scott Nicewarner
Organization: City of Hagerstown
Information Technology
Fax #: 301-739-3117 **Phone #:** 301-739-8577

From: Heather Carmody
Fax #: **Phone #:** 909-793-2853 Ext. 2314
Email: hcarmody@esri.com

Number of pages transmitted
(Including this cover sheet): 3

Quotation #25742697
Document Date: 06/27/2016

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532314

Quotation

Date: 06/27/2016

Quotation Number: 25742697

City of Hagerstown
Information Technology
1 E Franklin St
Hagerstown MD 21740
Attn: Scott Nicewarner

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Heather Carmody

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 25247

For questions regarding this document, please contact Customer Service at 888-377-4575.

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to ela_usage_reports@esri.com.

Thank you in advance for your prompt attention to this matter.

| | | | | |
|--|---|--------|-----------|-----------|
| 10 | 1 | 110036 | 35,000.00 | 35,000.00 |
| Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement | | | | |
| Start Date: 09/18/2016 | | | | |
| End Date: 09/17/2017 | | | | |

| | |
|---------------|---------------------|
| Item Subtotal | 35,000.00 |
| Estimated Tax | 0.00 |
| Total | \$ 35,000.00 |

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Heather Carmody

Ext: 2314

[HOFFMASTER]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532314

Quotation

Page 2

| | | | | |
|------------------|------------------------|--------------------|------------|----------------|
| Date: 06/27/2016 | Quotation No: 25742697 | Customer No: 25247 | Unit Price | Extended Price |
| Item | Qty | Material# | | |

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/addendums/california.pdf>, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[HOFFMASTER]

Do Not Complete This Section:
APPROVED FOR:
CONSENT AGENDA _____
NEW BUSINESS _____

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

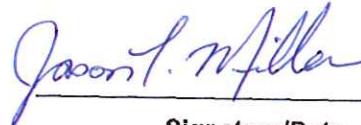
This purchase is to retain required software licenses and provide maintenance for same.
This is annual maintenance on existing equipment.

 7-13-16

Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

 8/16/16

Signature/Date

(3) FINANCE MANAGER:

Recommend approval.

 8/16/16

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Approval

 8/17/16

Signature/Date



KEYSTONE PUBLIC SAFETY INC

ONE TALL OAKS CORPORATE CENTER
1000 LENOLA RD
MAPLE SHADE, NJ 08052
856-722-0700

Invoice

| Date | Invoice # |
|----------|-----------|
| 7/1/2016 | 3381 |

Bill To

HAGERSTOWN POLICE DEPARTMENT
50 NORTH BURHAMS BLVD
HAGERSTOWN, MD 21740

| P.O. No | Terms |
|---------|--------|
| | Net 30 |

| Quantity | Description | Rate | Amount |
|----------|--|--------------|--------------------|
| 1 | Software Maint: 07/01/2016-07/01/2017 | 0.00 | 0.00 |
| 1 | AVL Admin | 750.00 | 750.00 |
| 1 | Application Developer | 955.00 | 955.00 |
| 1 | CAD (2 Users) | 2,634.00 | 2,634.00 |
| 1 | COPLOGIC Reporting Interface | 2,734.00 | 2,734.00 |
| 1 | ETIX/RMS Import | 818.00 | 818.00 |
| 1 | KEYPIC | 799.00 | 799.00 |
| 1 | KeyMap (8 Users) | 1,055.00 | 1,055.00 |
| 1 | KeyMap Mobile (59 Users) | 2,530.00 | 2,530.00 |
| 1 | Keystone Client (25 Users) | 1,274.00 | 1,274.00 |
| 1 | Keystone RT | 4,436.00 | 4,436.00 |
| 1 | Laserfiche Interface | 2,342.00 | 2,342.00 |
| 1 | OS Support (34 Users) | 1,190.00 | 1,190.00 |
| 1 | Police Mobile FRW Interface | 3,163.00 | 3,163.00 |
| 1 | Police Mobile CAD Interface | 1,933.00 | 1,933.00 |
| 1 | Police Mobile Client S/N kps (59 Users) | 13,093.00 | 13,093.00 |
| 1 | Police Mobile Desktop S/N kps (27 Users) | 17,981.00 | 17,981.00 |
| 1 | Police Mobile E-Tix Interface | 1,865.00 | 1,865.00 |
| 1 | Police Mobile MILES/NCIC Interface | 1,865.00 | 1,865.00 |
| 1 | Police Mobile Options | 5,683.00 | 5,683.00 |
| 1 | RMS (20 Users) | 7,660.00 | 7,660.00 |
| 1 | Web Client (7 Users) | 370.00 | 370.00 |
| 1 | Web Client Mobile (29 Users) | 1,773.00 | 1,773.00 |
| 1 | Web Client Server | 1,858.00 | 1,858.00 |
| | | Total | \$78,761.00 |

Annual maintenance on existing equipment.

Do Not Complete This Section:
APPROVED FOR: _____
CONSENT AGENDA _____
NEW BUSINESS _____

| | | |
|--------------------------------------|-----------------------|--------------------|
| Unbudgeted * \$ _____ | Source of Funds _____ | General Fund _____ |
| *(See Department Manager's Comments) | | |

ABOVE TO BE USED FOR:

CITY, STATE: New Cumberland, Pennsylvania 17070

OTHER VENDORS:

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

These 38 vests are to be purchased per the annual vest replacement schedule.

 7-26-16

Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

 8/16/16

Signature/Date

(3) FINANCE MANAGER:

Recommend approval.



Signature/Date

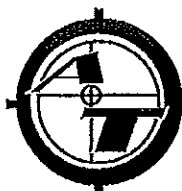
8/16/16

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Approved

 8/17/16

Signature/Date



ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES

763 Corporate Circle • New Cumberland, PA 17070

717-774-3339 • 800-781-2677 • FAX 717-774-4463

www.AtlanticTactical.com

Precise Quote

SQ-80472747

7/14/2016



| | | | | | |
|---|---|------------------|---|---|---|
| Customer | | Contact | | Ship To | |
| HAGERSTOWN PD Jack Moulton 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | | | | HAGERSTOWN PD Jack Moulton 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | |
| Account | Terms | Due Date | Account Rep | Schedule Date | |
| HAG1010 | NET 30 | 8/13/2016 | Jeff Bridi | 7/14/2016 | |
| Quotation | PO # | Reference | Ship VIA | Page | Printed |
| SQ-80472747 | Long | Quote - Armor | FDX G Ground | 1 | 7/14/2016 2:57:06 PM |
| L Item | Description | Qty | Price | UM | Discount |
| 1 | This is a quote for David Long | | | | |
| 2 | | | | | |
| 3 | **Armor packages include Armor panels and 4 total carriers** | | | | |
| 4 | | | | | |
| 5 GG9-BK-AP2 | SecondChance Summit SM02 II Male Shooter-COLOR:Black CARRIER:Apex2 | 1 | \$951.92 | EA | \$951.92 |
| 6 19X-BK-0 | Second Chance Extra Apex2 Carrier - COLOR:Black | 3 | \$0.00 | EA | \$0.00 |
| 7 | | | | | |
| 8 GG2-BK-AP2 | SecondChance Summit SM02F II Structured Vest-Female-COLOR:Black CARRIER:Apex2 | 1 | \$951.92 | EA | \$951.92 |
| 9 19X-BK-0 | Second Chance Extra Apex2 Carrier - COLOR:Black | 3 | \$0.00 | EA | \$0.00 |
| 10 | | | | | |
| 11 SH | SHIPPING/HANDLING - NONE | 1 | \$0.00 | EA | \$0.00 |
| 12 | Priced per PG County Contract | | | | |
| Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have. Thank You Again, | | | Tax Details EXEMPT \$0.000 | | Taxable \$0.00 |
| | | | Payment Details 01/01/00 No Payment History | | Total Tax \$0.00 Exempt \$1,903.84 Total \$1,903.84 Balance \$1,903.84 |



PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF CENTRAL SERVICES
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION

1400 McCormick Drive, Suite 200

Largo, Maryland 20774

(301) 883-6400 Fax (301) 883-6440

TERM CONTRACT AWARD

Date: July 8, 2016

SAP Number: 4400000093

Telephone Number: 717-774-3339

Fax Number: 717-774-4463

Vendor: Atlantic Tactical, Inc. (1000001119)

Email Address: chris.white@atlantictactical.com

763 Corporate Circle

Attn: Chris White

New Cumberland, PA 17070

A contract for provision of the item(s) identified below and contained in your offer dated April 10, 2014 in response to bid request number C14-041 is awarded to your company/corporation. Your offer is hereby accepted at the prices and terms stated, subject to all conditions and requirements of the Invitation for Bids, advertisements, purchase specifications, warranties, performance bond and other stipulations, if any, which are incorporated herein by reference and any special conditions which are attached hereto, and made a part hereof, if applicable.

Bid Title: Police Supplies

Items: Awarded: Line Item 3: \$32.18, Line Item 5: \$16.87, Line Item 8: \$9.18, Line Item 11: \$34.87, Line Item 14: \$56.64, Line Item 15: \$25.12, Line Item 22: \$41.20% Discount, Line Item 23: 45.60% Discount, Line Item 25: 34.60% Discount, Line Item 26: 33.20% Discount, Line Item 27: 25.50% Discount, Line Item 28: 25.50% Discount, Line Item 31: 41.60% Discount, Line Item 36: 41.60% Discount, Line Item 37: 36.30% Discount, Line Item 38: 41.60% Discount, Line Item 39: 41.60% Discount, Line Item 40 Brand: Second Chance Vest 41.60% Discount, TWO BALLISTIC VEST: Second Chance Ballistic Vest, MR01 IIIA W/ extra carrier, X102 IIIA Nomenclature

Time for Delivery AR Days Terms N30 FOB Point Prince George's County, Maryland

Contract Period: From June 4, 2016 Thru June 3, 2017 2 of 3
Option Years Remaining

SUBJECT TO AVAILABILITY OF FUNDS IN EACH SUBSEQUENT FISCAL PERIOD

Authorization to ship materials will be made via: Individual purchase orders, blanket purchase orders, or purchasing cards, as applicable, signed by the County Purchasing Agent or designee.

The County's solicitation documents, include the Invitation for Bids, Special Instructions, Addendums and all other documents issued in connection therewith your bid/proposal and this notice of acceptance constitute the entire agreement and contract between Prince George's County and your company/corporation.

Vendor Name: Atlantic Tactical, Inc.

Prince George's County, Maryland

By: [Signature]

By: [Signature]

Print Name/Title: Sean Conville, President

Print Name/Title: Angela D. Read

Date: 6/28/2016

Date: 7/7/2016

Buyer/side initials: MC

P.G.C. FORM #1560 (REV. 03/15)

PRIMARY USING AGENCY: Police Dept. -- Carol Jacinto, Angela Fah and Donnie Summers

Police Supplies
Request to Extend
Page 2


In addition, please advise us of any changes or corrections to your business, i.e., name, address, phone numbers and email address, along with your current Tax Identification number 23-2082171. If you have questions, exceptions or require clarification, I can be reached via e-mail at MJCraney@co.pg.md.us or (301) 883-6400. Please complete the contractor section below and fax to (301) 883-6440 and mail the original to the above address to the attention of Canjor Reed.

Sincerely,

Maurice Craney

Maurice Craney, Procurement Assistant II

I concur with extending the above subject term contract Bid No. C14-041 June 4, 2016 through June 3, 2017 all terms, conditions, and pricing to remain the same.

 _____, President
Authorized Signature, Title
6/28/2016
Date
Sean Conville
Name Printed

REVISED PRICE QUOTATION SHEETS

SECTION I

| BID ITEM NO. | DESCRIPTION | ESTIMATED ANNUAL QUANTITY | UNIT PRICE |
|---|---|---------------------------------|-----------------------|
| 005 | Handcuff case plain black leather, brass snap 3-piece design back/flap, filler, mold | 200 | \$ <u>16.87</u> /EACH |
| KNOWN ACCEPTABLE PRODUCT: G & G B70BR Don Hume C303 | | | |
| MFR/MODEL OFFERED <u>Safariland 910</u> | | | |
| DELIVERY <u>10</u> /CALENDAR DAYS | | | |
| 006 | Handcuff steel neck finish two standard keys 10 oz. 1200# breaking strength | 200 | \$ <u>17.46</u> /EACH |
| KNOWN ACCEPTABLE PRODUCT: Peerless Standard, Smith and Wesson | | | |
| MFR/MODEL OFFERED <u>Safariland 2010H</u> | | | |
| DELIVERY <u>10</u> /CALENDAR DAYS | | | |
| 007 | Badge case, book style, plain black leather recessed badge cutout, navy blue suede badge protection flap, ID window 3-1/2" x 4-1/2", gold imprinted letters PRINCE GEORGE'S COUNTY POLICE | 200 | \$ <u>16.22</u> /EACH |
| KNOWN ACCEPTABLE PRODUCT: Strong #856 (Blackinton #8583). | | | |
| MFR/MODEL OFFERED <u>Strong 85600</u> | | | |
| DELIVERY <u>30</u> /CALENDAR DAYS | | | |
| 008 | Handcuff plastic, 22" long, 5/16" wide, 1/4 oz flexible, infinite number of adjustable positions, 10/pack | 200 | \$ <u>9.18</u> /PK |
| KNOWN ACCEPTABLE PRODUCT: Beclon Dickinson Flex-cuff | | | |
| MFR/MODEL OFFERED <u>Safariland Flex-Cut 8210</u> | | | |
| DELIVERY <u>10</u> /CALENDAR DAYS | | | |

PROPOSAL SUBMITTED BY:

Atlantic Tactical, Inc

REVISED PRICE QUOTATION SHEETS

SECTION I

| BID ITEM NO. | DESCRIPTION | ESTIMATED ANNUAL QUANTITY | UNIT PRICE |
|--------------------|---|---------------------------------|--------------------------|
| 013 | Bag, evidence, 9-1/2" x 15" min /16" max, 4 mil high clarity polyethylene can be heat sealed or sealed with evidence tape | 50,000 each | <u>NO BID</u> \$/M |
| | MFR/MODEL OFFERED _____ | | |
| | DELIVERY _____ /CALENDAR DAYS | | |
| 014 | ASP F26B | 200 each | \$56.12/EACH |
| | KNOWN ACCEPTABLE PRODUCT: ASP F26B | | |
| | MFR/MODEL OFFERED <u>ASP F26B</u> | | |
| | DELIVERY <u>14</u> /CALENDAR DAYS | | |
| 015 | Scabbard, 26" side break | 200 each | \$ 25.12 /EACH |
| | KNOWN ACCEPTABLE PRODUCT: ASP 2632 | | |
| | MFR/MODEL OFFERED: <u>ASP 52632</u> | | |
| | DELIVERY <u>14</u> /CALENDAR DAYS | | |
| 016 | Boot, women's, 14", with cleated sole. | 50 pair | <u>NO BID</u> \$/PAIR |
| | KNOWN ACCEPTABLE PRODUCT: Bala 50233 | | |
| | MFR/MODEL OFFERED _____ | | |
| | DELIVERY _____ /CALENDAR DAYS | | |
| 017 | Cartridge, marking, 9mm, blue 1,000/case (minimum order quantity: 5 cases) | 18 cases | <u>NO BID</u> \$/CS |
| | KNOWN ACCEPTABLE PRODUCT: Simunition 102-9FX-BL | | |
| | MFR/MODEL OFFERED _____ | | |
| | DELIVERY _____ /CALENDAR DAYS | | |

PROPOSAL SUBMITTED BY: Atlantic Tactical, Inc.

REVISED PRICE QUOTATION SHEETS

SECTION II

| BID ITEM NO. | DESCRIPTION | DISCOUNT FROM LIST PRICE | |
|--------------------|---|--------------------------------|---------------------------------------|
| 022 | Safariland Leather goods | <u>41.20</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 023 | Gould and Goodrich Leather goods | <u>45.00</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 024 | Peerless Standard | <u>35.80</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 025 | Desantis Product | <u>34.00</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 026 | Eagle Product | <u>33.20</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 027 | Defense Technology (Def Tech) Chemical Products | <u>25.00</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 028 | Federal Laboratories | <u>35.50</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 029 | Sirchie Product | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 030 | Smith & Wesson Chemical Company | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 031 | Pro Tech Products Line of Shields Line of Helmets (to include the Delta 4 Ballistic Helmet) First Responder Kit (Active Shooter) | <u>41.00</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 032 | Simulation Products | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 033 | Don Hume Brand | <u>20.00</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 034 | PACA Body Armor | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 035 | Point Blank Body Armor | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 036 | American Body Armor | <u>41.00</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 037 | ASP Brand | <u>30.30</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |

PROPOSAL SUBMITTED BY Atlantic Tactical Inc DATE 4/9/14

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 08/30/16**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 0124007-5323 & 5674013-5329 Account / Project Name: Ground Services
Budget Amount: \$64,800 Account Balance: \$49,209 Year: 16/17 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: General Fund & Parking Fund

| Quantity | Description | Value |
|----------|--|-------------|
| 1 | Landscape Bed and Ground Maintenance of Various Locations Citywide | \$25,100.00 |
| | | |
| | | |
| | | |

TOTAL VALUE OF PROJECT: \$25,100.00

ABOVE TO BE USED FOR:

Work to include the following: maintenance of landscape beds and ground maintenance for parking lots including the Central Lot, Market Lot and Rochester Lot; traffic island and landscape beds at various locations citywide including Cannon & Franklin, Virginia & Wilson, Oak Hill & Northern but not all traffic islands; the spraying for weed control along many right-of-ways; and weed control along several city properties such as 60 W. Washington, 170 W. Washington and 43-53 W. Washington.

Recommended Vendor:

Business Name: The Groundskeeper, Inc.
Address: 1837 Winston Drive
City, State: Hagerstown, MD 21740
Bid/Proposal/Quote No.: RFP-16-GM-12

| OTHER VENDORS: | | |
|----------------|----------------|--------------|
| Firm | City/State | Total Amount |
| Greenkeeper | Hagerstown, MD | \$36,250.00 |
| | | |
| | | |

(1) Department Manager: Approximately \$7,200 of this funding will come from the Parking Fund while the remainder will be the General Fund. Much of this work is already being completed by a contractor. This RFP brings all the work under one contract.

E B Dush 8/18/16

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jason Miller

8/19/2016

Signature / Date

(3) Finance Manager:

Recommend
Approval

Pat Rose 8/19/16

Signature / Date

(4) City Administrator's Recommendation:

Approval

Vicki A. Mendenhall

8/23/16

Signature / Date

Approval For: _____
Consent Agenda: **X** _____
New Business: _____

| Quantity | Description | Value |
|----------|--|--------------|
| 1 | Emergency Field Service to Repair Traveling Screens at the Willson Plant | \$ 31,864.52 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | \$ 31,864.52 |

Emergency Repair to the Traveling Screens at the R.C. Willson Water Plant.

[illegible]

Comments

Department Manager (required on all unbudgeted items):
Operating funds are available for this emergency repair.

Nancy Kunsch

Water Operations Manager

August 16, 2016

Date

Purchasing Agent

Recommend Approval.

Jason L. Miller

Signature

8/19/2016

Date

Finance Manager:

Recommend approval

Donna

Signature

8/19/16

Date

City Administrator's Recommendation:

approval

Valerie A. Means

Signature

8/17/16

Date

UNDERWATER SCREENING SERVICES1015 WYOMING AVENUE
FORTY-FORT, PA 18704

Voice: 888-219-3483

Fax: 570-718-0762

SALES ORDERSales Order Number: 1256/13395
Sales Order Date: Jun 16, 2016
Ship By: Jul 19, 2016
Page: 1**To:**CITY OF HAGERSTOWN
51 WEST MEMORIAL BLVD.
HAGERSTOWN, MD 21740**Ship To:**1082 WATER WORKS ROAD
WILLIAMSPORT, MD 21795

| Customer ID | PO Number | Sales Rep Name |
|------------------|-----------------|-----------------|
| COHM | VERBAL B. LUHN | GARRY R. THOMAS |
| Customer Contact | Shipping Method | Payment Terms |
| MAT CARR | Prepay & Add | Net 30 Days |

| Quantity | Item | Description | Unit Price | Amount |
|---------------------------|------------|--|------------|------------------|
| 128.00 | EX-JC100 | BASKET CHAIN, (FRESH WATER) 24" PITCH, RIGHT HAND, CARBON STEEL, FOR ENVIREX 3/8" THICK SIDE BARS, CARBON STEEL ROUNDS, NON-LUBE JOINTS. (PRICE IS PER FOOT) | 68.92 | 8,821.76 |
| 128.00 | EX-JC101 | BASKET CHAIN, (FRESH WATER) 24" PITCH, LEFT HAND, CARBON STEEL, FOR ENVIREX 3/8" THICK SIDE BARS, CARBON STEEL ROUNDS, NON-LUBE JOINTS. (PRICE IS PER FOOT) | 68.92 | 8,821.76 |
| 256.00 | CA-1110-1R | SPIDER LOCK WASHER (18-8) FOR ENVIREX T/W/S | 3.25 | 832.00 |
| | FS-004-WTR | THE ABOVE CAN BE SHIPPED WITHIN 4-5 WEEK FROM THE RECEIPT OF YOUR ORDER, FREIGHT WOULD BE PREPAID AND ADDED. CREW, FIELD SERVICE (8) HR. WEEKDAY MINIMUM (4) MEN EQUIPPED WITH STD. TOOLS & DIVING GEAR. TRAVEL TO BE BILLED FOR BASED ON PORTAL TO PORTAL. | 2,677.80 | |
| | M/D-4 | MOBILIZATION & DEMOBILIZATION OF UNDERWATER SCREENING SERVICES (4) MAN CREW & UTILITY TRUCK RATE IS PER MILE. | 3.04 | |
| Subtotal | | | | Continued |
| Sales Tax | | | | Continued |
| Freight | | | | Continued |
| TOTAL ORDER AMOUNT | | | | Continued |

UNDERWATER SCREENING SERVICES

1015 WYOMING AVENUE
FORTY-FORT, PA 18704

Voice: 888-219-3483

Fax: 570-718-0762

SALES ORDER

Sales Order Number: 1256/13395

Sales Order Date: Jun 16, 2016

Ship By: Jul 19, 2016

Page: 2

To:

CITY OF HAGERSTOWN
51 WEST MEMORIAL BLVD.
HAGERSTOWN, MD 21740

Ship To:

1082 WATER WORKS ROAD
WILLIAMSPORT, MD 21795

| Customer ID | PO Number | Sales Rep Name |
|------------------|-----------------|-----------------|
| COHM | VERBAL B. LUHN | GARRY R. THOMAS |
| Customer Contact | Shipping Method | Payment Terms |
| MAT CARR | Prepay & Add | Net 30 Days |

| Quantity | Item | Description | Unit Price | Amount |
|---------------------------|------|---|------------|------------------|
| | | FUEL & TOLLS WILL BE BILLED AS AN EXPENDABLE. | | |
| Subtotal | | | | 18,475.52 |
| Sales Tax | | | | |
| Freight | | | | 0.00 |
| TOTAL ORDER AMOUNT | | | | 18,475.52 |

| | |
|-------------------|--|
| Approval For: | |
| Consent Agenda: X | |
| New Business: | |

| | | | |
|--|-------------|--|--|
| Originating Department: <u>Wastewater Department</u> | | By: <u>Joseph W Moss</u> | |
| Account Number: <u>54-5485001-5882</u> | | Account/Project Name: <u>C0713 Collection System Equipment</u> | |
| Account Number: _____ | | Account/Project Name: _____ | |
| Budget Amount: FY17 \$ <u>50,000</u> | | Account Balance: \$ <u>50,000</u> Year <u>FY17</u> CIP Control No.: <u>C0713</u> | |
| FY17 _____ | | Account Balance: _____ Year _____ CIP Control No.: _____ | |
| Unbudgeted: _____ | | Source Of Funds: <u>Wastewater Op. Funds</u> | |
| Quantity | Description | Value | |

| Quantity | Description | Value |
|----------------|----------------------------------|-------------|
| 1 | New camera unit for Vehicle #563 | \$12,500.00 |
| Multiple Items | Parts to rebuild old camera unit | \$6,096.00 |
| | | |
| | | |
| | | |
| | TOTAL : | \$18,596.00 |

New Camera Unit for Vehicle #563 to replace existing camera that is over 10 years old and in need of a complete re-build. (Sole Source purchase for compatible/proprietary equipment)

Other Vendors: (Sole Source purchase for compatible/proprietary equipment)

[illegible]

Comments

Department Manager (required on all unbudgeted items):

New Camera Unit for Vehicle #563 to replace existing camera that is over 10 years old and in need of a complete re-build. Funds to purchase this new camera unit and the parts to rebuild the existing unit will come from the \$50,000.00 to be secured from the sale of the old camera truck to Washington County. (Sole Source purchase for compatible/proprietary equipment)

Joseph W. Miller

Wastewater Operations Manager

August 5, 2016

Date

Finance Department:

Recommend Approval.

Joseph T. Miller

Signature

8/16/16

Date

Finance Manager:

Recommend approval.

Michelle Heffer

Signature

8/16/16

Date

City Administrator's Recommendation:

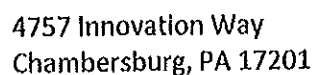
Approval

Valerie A. Means

Signature

8/17/16

Date



Fax # 717-709-1009

| Date | Quote # |
|----------|---------|
| 8/4/2016 | 16-149 |

| Name / Address |
|--|
| City of Hagerstown Utilities Dept. Waste Water Division Attention: Debora Worthington 1 Clean Water Circle Hagerstown, MD 21740-6848 |

| Ship To |
|--|
| City of Hagerstown Utilities Dept. Waste Water Division Attention: George Fischer 1 Clean Water Circle Hagerstown, MD 21740-6848 |

| | |
|----------|--------------|
| P.O. No. | FOB |
| | Chambersburg |

| Item | Description | Qty | Rate | Total |
|-------------------|---------------------------|-----|-----------|-----------|
| 111012 | KS60CL90 NTSC 512Hz sonde | 1 | 13,189.00 | 13,189.00 |
| Customer Disco... | Customer Discount | | -689.00 | -689.00 |

This price quote is good for 30 days. All prices are subject to change without notice. Please contact the office if you would like to request additional prices. Sales Tax may be applicable.

| | |
|--------------------|--------------------|
| Total Quote | \$12,500.00 |
|--------------------|--------------------|



4757 Innovation Way
Chambersburg, PA 17201

Phone # 7177091005 Fax # 717-709-1009

Price Quote

| Date | Quote # |
|----------|---------|
| 8/4/2016 | 16-148 |

| Name / Address |
|--|
| City of Hagerstown Utilities Dept. Waste Water Division Attention: Debora Worthington 1 Clean Water Circle Hagerstown, MD 21740-6848 |

| Ship To |
|--|
| City of Hagerstown Utilities Dept. Waste Water Division Attention: George Fischer 1 Clean Water Circle Hagerstown, MD 21740-6848 |

| P.O. No. | FOB |
|----------|--------------|
| | Chambersburg |

| Item | Description | Qty | Rate | Total |
|--------------------|--------------------------------------|-----|----------|----------|
| K11412 | Housing, Contact 12 Pin KS60 Ltd | 1 | 74.00 | 74.00 |
| EX2236 | Contact Insert plug 12 pole, female | 1 | 39.00 | 39.00 |
| EH1192 | Camera Module, 1/4" NTSC | 1 | 664.00 | 664.00 |
| UB7294 | Lens, Illumination Right KS60 CL | 1 | 157.00 | 157.00 |
| UB7293 | Lens, Illumination Right KS60 CL | 1 | 157.00 | 157.00 |
| EB2809 | Board, KSWAAG22 for Ks60 | 1 | 466.00 | 466.00 |
| EM1097 | Motor, KS60 Pan w/o gear | 2 | 372.00 | 744.00 |
| VG1183 | Slip Ring, 12-Pin for KS60 | 1 | 1,284.00 | 1,284.00 |
| KJ7807 | Gear, Tilt motor KS60 | 1 | 24.00 | 24.00 |
| KJ8665 | Gear, Pan motor KS60 in-direct drive | 1 | 30.00 | 30.00 |
| VG1274 | Cover, Sonde KS60 33Khz 3-Wire | 1 | 849.00 | 849.00 |
| EB2889 | Board for KS60 | 1 | 772.00 | 772.00 |
| EB2655 | Board, Illumination KS60CL | 2 | 103.00 | 206.00 |
| Labor - Non War... | labor for Non-Warranty repair | 6 | 105.00 | 630.00 |

This price quote is good for 30 days. All prices are subject to change without notice. Please contact the office if you would like to request additional prices. Sales Tax may be applicable.

Total Quote \$6,096.00

| | |
|-----------------|---|
| Approval For: | |
| Consent Agenda: | X |
| New Business: | |

Above To Be Used For:

Recommended Vendor:

City, State: Westminster, Maryland 21787

Other Vendors: (Sole Source purchase for compatible/proprietary equipment)

[illegible]

Comments

Department Manager (required on all unbudgeted items):

This is part of our annual replacement program, the City has roughly 330 grinder pumps that are maintained by the Collection System Division in four locations (Brightwood East, Fairway East, Fairway Meadows & Woodlands North). Normal pump life is expected to be about 10 years. Grinder pumps are used in situations where sewer service lines leaving a home or business are lower than the public sewer main. The Grinder Pump is used to pump the wastewater into the public sewer main. (Sole Source purchase for compatible/proprietary equipment)

Joseph W. Mason

Wastewater Operations Manager

August 3, 2016

Date

Finance Department:

Recommend Approval.

Jason T. Miller

Signature

8/16/16

Date

Finance Manager:

Recommend approval.

Michele H. P.

Signature

8/16/16

Date

City Administrator's Recommendation:

Approval

Valene G. Means

Signature

8/17/16

Date

Fluid Solutions, Inc. / QUOTATION
1843 Old Taneytown Road, Westminster, Maryland 21787
(443)-250-7555

Sole source
5485001-5881
C0767

Replacement
Pumps

Budget CRD
8.3-1b
100,515.87

To: City of Hagerstown

Date: July 28, 2016

Attn: Brian Brandt

Quote No.: 160426MQ1REV1

By: Mark P. Near

Page: 1

F.O.B. Ship point, FFA

Reference: HOMA drop in pumps
Terms: net 30 w/ approved credit

Delivery: Will advise

Valid 30 days

Here is our quotation on the goods named, subject to the terms and conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Fluid Solutions Inc. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on date of quotation and are subject to change by Fluid Solutions Inc. before final acceptance. Typographical errors are subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on Fluid Solutions Inc. Taxes are not included. Pricing does not reflect retainage. FSI reserves the right to adjust pricing if retainage is required. Should payment terms not be met, FSI reserves the right to collect interest and any other costs incurred to collect final payment amount, including, but not limited to, attorney, arbitration or court fees.

Homa Model GRP19/1 submersible grinder pump. Retro-fit for c/one.

Features:

- Capacitors housed in (6P rated) converter box near top of accessway.
- 5 year non Pro-rated warranty included
- Exclusive smart start pump protection W/ data logging
- Pressure level control
- Push to run
- Status lights
- Freight included

| <u>QTY.</u> | <u>Price Each</u> | <u>Total Price</u> |
|-------------|-------------------|--------------------|
| 20 | \$2,860.00 | \$57,200.00 |

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Open Container Law Exemption - Application/Permit - Maryland Symphony Orchestra Classics and Crabs - September 17, 2016

Mayor and City Council Action Required:

Staff seeks approval of an Application/Permit from the Maryland Theatre for an open container law exemption during the Maryland Symphony Orchestra's Classics and Crabs event on September 17, 2016. All liquor sales by the Maryland Theatre will be contained to the first block of South Potomac Street for the duration of the event. If approved by the Mayor and City Council, this application will go to the Liquor Board for review and final approval.

Discussion:

Background

The Maryland Symphony Orchestra's Classics and Crabs event is scheduled for Saturday, September 17, 2016. At the April 19th, 2016 Mayor and City Council session staff requested and was approved for a street closure of the first block of South Potomac Street from 8:00 a.m. to 10:00 p.m. - the event itself is scheduled to run from 3:30 p.m. to 9:00 p.m. The event will feature a performance by the Maryland Symphony Orchestra and Time for Three before inviting attendees onto South Potomac Street for a crab feed.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

083016_Classics_and_Crabs_Memo.pdf

Description

Classic & Crabs Cover
Memo



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Community Events Coordinator

DATE: August 17, 2016

SUBJECT: Maryland Symphony Orchestra Classics and Crabs Open Container Law Exemption

Staff seeks approval of an Application/Permit from the Maryland Theatre for an open container law exemption during the Maryland Symphony Orchestra's Classics and Crabs event on September 17, 2016. All liquor sales by the Maryland Theatre will be contained to the first block of South Potomac Street for the duration of the event. If approved by the Mayor and City Council, this application will go to the Liquor Board for review and final approval.

Background

The Maryland Symphony Orchestra's Classics and Crabs event is scheduled for Saturday, September 17, 2016. At the April 19th, 2016 Mayor and City Council session staff requested and was approved for a street closure of the first block of South Potomac Street from 8:00 a.m. to 10:00 p.m. - the event itself is scheduled to run from 3:30 p.m. to 9:00 p.m. The event will feature a performance by the Maryland Symphony Orchestra and Time for Three before inviting attendees onto South Potomac Street for a crab feed.

Attachment: MD Theatre Permit Application

c: Jill Frick, Director of Community and Economic Development
Jessica Green, Executive Director of the Maryland Theatre

APPLICATION/PERMIT

The undersigned does hereby make application to the City of Hagerstown, Maryland, to utilize the property/facilities of the City more particularly described as follows:

The first block of S. Potomac Street (see map attached hereto as Attachment A)

on Saturday, September 17, 2016 from 3:30 p.m. to 9:00 p.m.

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

The Maryland Theatre will be selling beverages for the Maryland Symphony Orchestra's Classics and Crabs event on Saturday, September 17, 2016 from 3:30 p.m. to 9:00 p.m. They will be selling alcoholic beverages to persons in this area who are of legal drinking age and non-alcoholic beverages.

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: The Maryland Theatre
Applicant Address: 21 South Potomac Street, Hagerstown, MD 21740

and to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she/it shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).
2. Abide by all Statutes, Acts, Ordinances, and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.
4. The applicant agrees that he/she/it shall furnish and does furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The

Applicant shall abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).

5. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
6. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any Attachments the terms set forth herein shall govern and prevail.

Date: 8/10/16

Name of Applicant: Maryland Theatre

By: 

Address: 21 South Potomac St., Hagerstown, MD 21740

Telephone: (301)790-3500

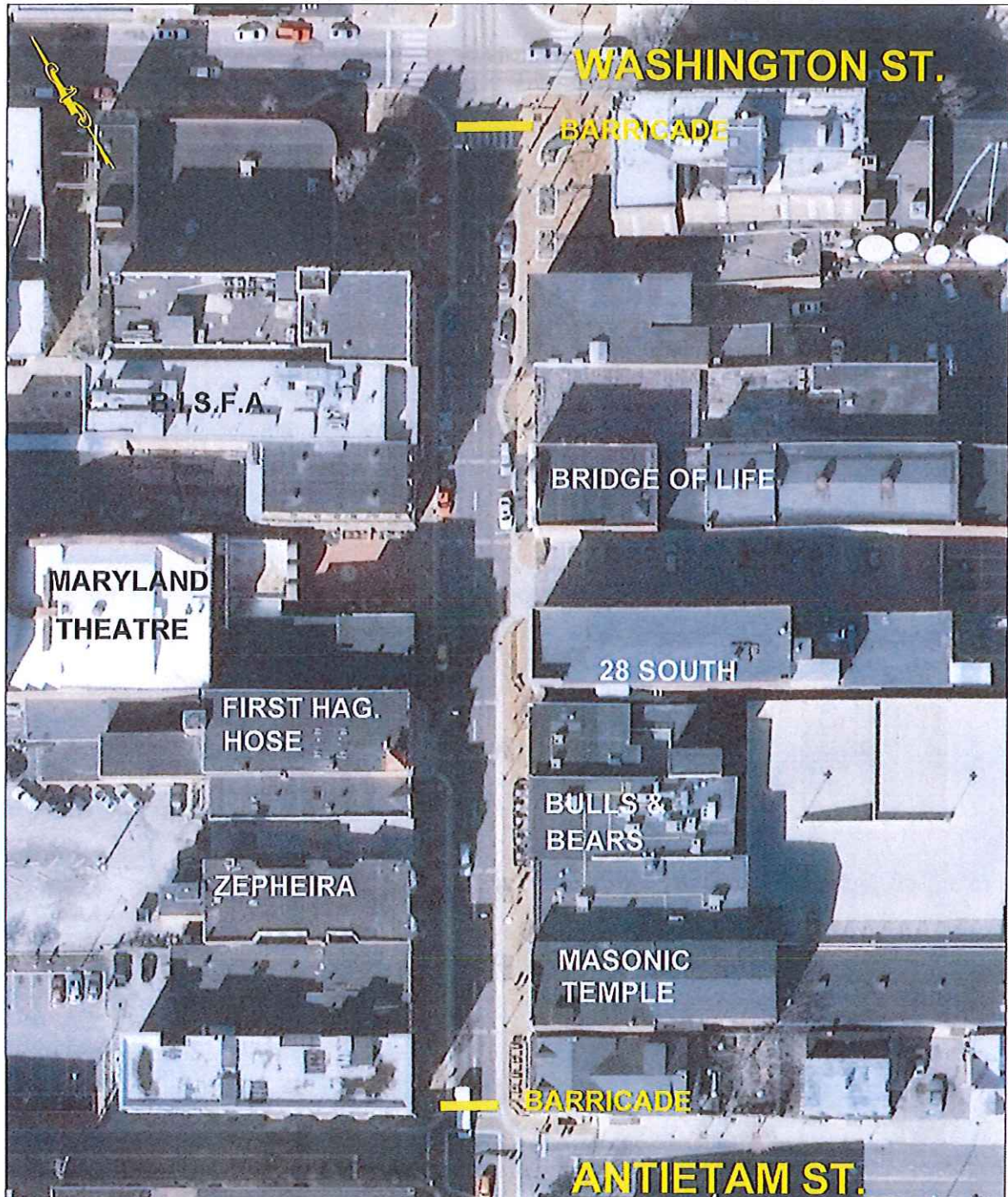
ACCEPTANCE

The foregoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. This permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

CITY OF HAGERSTOWN, MARYLAND

By: _____

ATTACHMENT A



ATTACHMENT B

It is understood by the applicant that this permit is subject to the terms and conditions below.

1. The first block of South Potomac Street (see map attached hereto as Attachment A) during the festival is leased for \$1 to the Maryland Theatre from 3:30 p.m. to 9:00 p.m. on September 17, 2016.
2. The Maryland Theatre is a nonprofit institution.
3. The Maryland Theatre will serve only beer and wine and will limit this activity to individuals who are legally able to drink alcohol and are in the fenced-in area and are designated as paid attendees.
4. The Maryland Theatre will sign this permit and Hold Harmless Agreement (see next page), as well as, endorse the City of Hagerstown as an additional insured on a two million dollar (\$2,000,000) insurance policy.
5. The representatives from The Maryland Theatre will limit the entrances to the event to paid ticket holders only.

CITY OF HAGERSTOWN
HOLD HARMLESS AGREEMENT

Lessee/User: Maryland Theatre
Event/Use: Maryland Symphony Orchestra Classics and Crabs
Location: The first block of South Potomac Street (see map hereto as Attachment A)
Date(s) of Use: Saturday September 17th, 2016 from 3:30 p.m. to 9:00 p.m.

The Lessee/User agrees that it shall indemnify the City of Hagerstown and hold harmless the City of Hagerstown against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend The City of Hagerstown at Lessee's/User's expense against any and all claims, suits, demands, of whatsoever nature or kind.

Witness: _____

Maryland Theatre
Lessee/User



By (Signature and Title)

Witness: _____

Date: 8/16/16

21 South Potomac St.
Street

Hagerstown, MD 21740
City, State, Zip

(301)790-3500
Telephone

Return to: Lauren Metz
Community Events Coordinator
City of Hagerstown
14 North Potomac St., Suite 200
Hagerstown, MD 21740
(301) 739-8577, Extension 116

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Open Container Law Exemption - Application/Permit - Police Athletic League Country Music Festival - Fairgrounds Park - September 24, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Audit of FY16 Basic Financial Statements and Single Audit in FY17 - Contract Extension - S B & Company, LLC (Hunt Valley, MD) \$38,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Signed_8.30.16_Consent_Agenda_Form.pdf

Description

2016 SB & Company Audit
Services

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

| | | | | | |
|-------------------------|------------------|--|---------------------------------------|-------|------|
| Originating Department: | Finance | By: | Michelle Hepburn, Director of Finance | | |
| Account Number: | 5302 – All Funds | Account / Project Name: | Auditing | | |
| Budget Amount: | \$50,000 | Account Balance: | \$50,000 | Year: | FY17 |
| Unbudgeted \$: | | CIP Control No. | | | |
| | Source of Funds: | Various funds – FY17 operating budgets | | | |

| Quantity | Description | Value |
|----------|---|----------|
| 1 | Audit of FY16 Basic Financial Statements & Single Audit in FY17 | \$38,500 |
| | | |
| | | |

TOTAL VALUE OF PROJECT: \$38,500

ABOVE TO BE USED FOR:

Provide professional auditing services for required external audits for the City for fiscal year ending June 30, 2016. S B & Company, LLC will perform both the annual financial statement audit and single audit for the City.

S B & Company, LLC was initially awarded this contract that started with the City's FY11 financial Statements.

Recommended Vendor:

| | |
|-------------------------|--------------------------------------|
| Business Name: | S B & Company, LLC |
| Address: | 200 International Circle, Suite 5500 |
| City, State: | Hunt Valley, MD 21030 |
| Bid/Proposal/Quote No.: | |

OTHER VENDORS:

[illegible]

(1) Department Manager

Recommend one year extension for existing audit contract. The associated fees for this same service for the prior fiscal year were just \$500 less.


8/11/16 Signature / Date

(2) Purchasing Agent:

Recommend Approval.


8/11/16 Signature / Date

(3) Finance Manager:

Recommend approval. Adequate funding exists in the approved FY17 Budget.


Signature / Date

(4) City Administrator's Recommendation:



Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Hosting and Software Support Agreement for Intellitime - Intellitime Systems Corporation (Santa Ana, CA) \$53,692.98

Mayor and City Council Action Required:

Discussion:

Renewal of Annual Support Contract for the City Time and Attendance Cloud Hosted System.

The system is completed installed and implemented in all departments except Fire and Police, where implementation continues (and is applied to this support contract).

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

M_C_Memo_-_Time_Attendance_renewal.doc

Consent_Agenda_INTELLITIME_SUPPORT_FY17.doc

Description

COVER MEMO

Consent Agenda Form



CITY OF HAGERSTOWN, MARYLAND

Information Technology & Support Services – Scott Nicewarner, Director
301-766-4071 (Direct)
301-739-8577, Ext 161

August 23, 2016

TO: Valerie Means, City Administrator
FROM: Scott Nicewarner, Director
RE: Intellitime Licensing, Timeclock & Support Agreement Renewal

The consent agenda for August includes a renewal of the Intellitime time and attendance licensing, timeclock warranty and technical support agreement in the amount of \$53,692.98.

All staff, except for the fire and police departments, are utilizing the timeclocks and are having their time recorded through the Intellitime system. We are extremely close to the start of a parallel testing process with the Fire Department and their use of the Intellitime Dynamic Scheduler to schedule and record their time on the job. The move from a predominantly manual process of scheduling shifts / leave within the department to an electronic process has been a lengthy and challenging one. However, it is time well spent as it provides oversight and accountability to payroll, one of the City's largest expenses. It also takes a majority of management of the process away from the administrative assistant in the department and puts more accountability on the shift command staff to actively monitor and maintain shift schedules, all forms of leave and the applications of policy and procedure that come with this from both the union contract and the departmental rules and regulations. We have also worked with Chief Lohr to identify other areas within the time and attendance process in the department that he would like to see modified that were not otherwise identified earlier in the process.

We are confident that the system will allow employees and supervisors to enjoy transparency and manageability over the shift schedules, especially in modernizing the ability to schedule leave, shift swaps, and overtime processes. We feel that the parallel process will go smoothly and hope to have the Fire Department fully on the system by the end of Fall.

The Police Department implementation process is already well underway. Staff believes that department's implementation will be a more straightforward process and hope to have this project completed by Spring.

Scott A. Nicewarner

Scott Nicewarner, Director

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of August 25, 2014**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: IT & Support Services By: Scott Nicewarner, Director
Account Number: 0107200-537702 Account / Project Name: Intellitime – Hosting /
Maintenance Agreement
Renewal
Budget Amount: \$53,692.98 Account Balance: _____ Year: FY17 CIP Control No. _____
Unbudgeted \$: \$0.00 Source of Funds: General Fund

| Quantity | Description | Value |
|----------|--|-------------|
| 1 | Hosting and Software Support Agreement | \$53,692.98 |
| | | |
| | | |

TOTAL VALUE OF PROJECT: \$53,692.98

ABOVE TO BE USED FOR:

Annual agreement renewal for the hosting and system support of our Time and Attendance system.

Maintenance agreement includes support for the software and electronic time clocks.

Recommended Vendor:

Business Name: Intellitime Systems Corporation
Address: 1118 E. 17th Street
City, State: Santa Ana, CA 92701
Bid/Proposal/Quote No.: _____

| OTHER VENDORS: | | |
|--|------------|--------------|
| Firm | City/State | Total Amount |
| THIS IS A SOLE SOURCE DUE TO PROPRIETARY SOFTWARE. | | |
| | | |
| | | |
| | | |

(1) Department Manager

Agreement renewal includes the hosting of our system on remote servers, software / process support, and support for the 18 time clocks in operation in various City installations.

Scott A. McQuarrie

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

ESRI GIS Maintenance Agreement Renewal - ESRI (Redlands, CA) \$35,000.00

Mayor and City Council Action Required:

Discussion:

Renewal of ESRI GIS Enterprise License Agreement allowing for the support and purchase of ESRI Geographic Enterprise System products.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Agenda_ESRIRenewal_FY17.doc
Esri_Quotation_25742697.pdf

Description

Consent Agenda Form
Quote

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of August 23, 2016**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Technology & Support Svcs. By: Scott Nicewarner, Director
Account Number: 0107200-537702 Account / Project Name: ESRI Maintenance Renew
Budget Amount: \$35,000.00 Account Balance: _____ Year: 16/17 CIP Control No. _____
Unbudgeted \$: \$0.00 Source of Funds: General Fund

| Quantity | Description | Value |
|----------|--|-------------|
| 1 | ESRI GIS Maintenance Agreement Renewal | \$35,000.00 |
| | | |
| | | |

TOTAL VALUE OF PROJECT: \$35,000.00

ABOVE TO BE USED FOR:

Renewal of ESRI GIS Enterprise License Agreement for ArcServer software and client software necessary to develop and maintain our City GIS information. Yearly cost has stayed the same for past 6 years.

Recommended Vendor:

Business Name: ESRI
Address: 380 New York Street
City, State: Redlands, CA 92373
Bid/Proposal/Quote No.: _____

| OTHER VENDORS: | | |
|--------------------------------|------------|--------------|
| Firm | City/State | Total Amount |
| THIS IS A SOLE SOURCE PROPOSAL | | |
| | | |
| | | |
| | | |

(1) Department Manager

The renewal of this agreement allows the City to continue operations of our GIS program. We are able to deploy any ESRI GIS software package without purchasing additional licenses, as well as receive product upgrades, technical support, consultation, and online training for all ESRI products. GIS has become an integral part of our technology infrastructure and how our operating units provide information to other municipalities, business partners, and the general public. Expense is budgeted for in FY17 out of general operating expenses.



Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/27/2016
To: Scott Nicewarner
Organization: City of Hagerstown
Information Technology
Fax #: 301-739-3117 **Phone #:** 301-739-8577

From: Heather Carmody
Fax #: **Phone #:** 909-793-2853 Ext. 2314
Email: hcarmody@esri.com

Number of pages transmitted
(including this cover sheet): 3

Quotation #25742697
Document Date: 06/27/2016

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]380 New York Street
Redlands, CA 92373
Phone: 909-793-28532314

Quotation

Date: 06/27/2016**Quotation Number:** 25742697City of Hagerstown
Information Technology
1 E Franklin St
Hagerstown MD 21740
Attn: Scott Nicewarner**Send Purchase Orders To:**Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Heather Carmody**Please include the following remittance address
on your Purchase Order:**Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630**Customer Number:** 25247

For questions regarding this document, please contact Customer Service at 888-377-4575.

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.

The annual usage report must include actual license counts by product, licensee, and location.

Please return your report via email to ela_usage_reports@esri.com.

Thank you in advance for your prompt attention to this matter.

| | | | | |
|--|---|--------|-----------|-----------|
| 10 | 1 | 110036 | 35,000.00 | 35,000.00 |
| Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement | | | | |
| Start Date: 09/18/2016 | | | | |
| End Date: 09/17/2017 | | | | |

| | |
|----------------------|---------------------|
| Item Subtotal | 35,000.00 |
| Estimated Tax | 0.00 |
| Total | \$ 35,000.00 |

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Heather Carmody**Ext:** 2314

[HOFFMASTERJ]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532314

Quotation

Page 2

Date: 06/27/2016 **Quotation No:** 25742697 **Customer No:** 25247

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/addendums/california.pdf>, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[HOFFMASTERJ]

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Annual Software Maintenance for Police Mobile and RMS - Keystone Public Safety, Inc., (Maple Shade, NJ) \$78,761.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

KEYSTONE_-_78_761.00.pdf

CONSENT_AGENDA_-_KEYSTONE_PUBLIC_SAFETY.pdf

Description

KEYSTONE
CONSENT AGENDA -
KEYSTONE PUBLIC
SAFETY



KEYSTONE PUBLIC SAFETY INC

ONE TALL OAKS CORPORATE CENTER
1000 LENOLA RD
MAPLE SHADE, NJ 08052
856-722-0700

Invoice

| Date | Invoice # |
|----------|-----------|
| 7/1/2016 | 3381 |

| |
|---|
| Bill To |
| HAGERSTOWN POLICE DEPARTMENT 50 NORTH BURHAMS BLVD HAGERSTOWN, MD 21740 |

| P.O. No | Terms |
|---------|--------|
| | Net 30 |

| Quantity | Description | Rate | Amount |
|----------|--|--------------|--------------------|
| 1 | Software Maint: 07/01/2016-07/01/2017 | 0.00 | 0.00 |
| 1 | AVL Admin | 750.00 | 750.00 |
| 1 | Application Developer | 955.00 | 955.00 |
| 1 | CAD (2 Users) | 2,634.00 | 2,634.00 |
| 1 | COPLOGIC Reporting Interface | 2,734.00 | 2,734.00 |
| 1 | ETIX/RMS Import | 818.00 | 818.00 |
| 1 | KEYPIC | 799.00 | 799.00 |
| 1 | KeyMap (8 Users) | 1,055.00 | 1,055.00 |
| 1 | KeyMap Mobile (59 Users) | 2,530.00 | 2,530.00 |
| 1 | Keystone Client (25 Users) | 1,274.00 | 1,274.00 |
| 1 | Keystone RT | 4,436.00 | 4,436.00 |
| 1 | Laserfiche Interface | 2,342.00 | 2,342.00 |
| 1 | OS Support (34 Users) | 1,190.00 | 1,190.00 |
| 1 | Poice Mobile FRW Interface | 3,163.00 | 3,163.00 |
| 1 | Police Mobile CAD Interface | 1,933.00 | 1,933.00 |
| 1 | Police Mobile Client S/N kps (59 Users) | 13,093.00 | 13,093.00 |
| 1 | Police Mobile Desktop S/N kps (27 Users) | 17,981.00 | 17,981.00 |
| 1 | Police Mobile E-Tix Interface | 1,865.00 | 1,865.00 |
| 1 | Police Mobile MILES/NCIC Interface | 1,865.00 | 1,865.00 |
| 1 | Police Mobile Options | 5,683.00 | 5,683.00 |
| 1 | RMS (20 Users) | 7,660.00 | 7,660.00 |
| 1 | Web Client (7 Users) | 370.00 | 370.00 |
| 1 | Web Client Mobile (29 Users) | 1,773.00 | 1,773.00 |
| 1 | Web Client Server | 1,858.00 | 1,858.00 |
| | | Total | \$78,761.00 |

Annual maintenance on existing equipment.

COMMENTS

(1) DEPARTMENT MANAGER:

This purchase is to retain required software licenses and provide maintenance for same.
This is annual maintenance on existing equipment.

 7-13-16

Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Second Chance Summit Vests - Atlantic Tactical (New Cumberland, PA) \$36,172.96

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

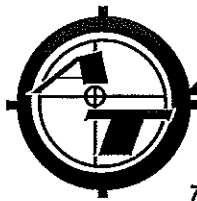
Quote_-_Vests.pdf

Consent_Agenda_-_Vests.pdf

Description

QUOTE - VESTS

CONSENT AGENDA -
VESTS



**ATLANTIC
TACTICAL™**
OUTFITTING AMERICA'S HEROES
763 Corporate Circle • New Cumberland, PA 17070
717-774-3339 • 800-781-2677 • FAX 717-774-4463
www.AtlanticTactical.com

Precise Quote

SQ-80472747

7/14/2016



| | | | | | | | |
|---|--|----------------|---|---|---|----------------------|--|
| Customer | | Contact | | Ship To | | | |
| HAGERSTOWN PD Jack Moulton 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | | | | HAGERSTOWN PD Jack Moulton 50 N BURHANS BLVD HAGERSTOWN MD 21740 Tel: (301)-739-8577, (301)-790-3700 Fax: (301)-733-5513 | | | |
| Account | Terms | | Due Date | Account Rep | | Schedule Date | |
| HAG1010 | NET 30 | | 8/13/2016 | Jeff Bridi | | 7/14/2016 | |
| Quotation | PO # | | Reference | Ship VIA | | Page | Printed |
| SQ-80472747 | Long | | Quote - Armor | FDX G Ground | | 1 | 7/14/2016 2:57:06 PM |
| L Item | Description | Qty | Price | UM | Discount | Amount | |
| 1 | This is a quote for David Long | | | | | | |
| 2 | | | | | | | |
| 3 | **Armor packages include Armor panels and 4 total carriers** | | | | | | |
| 4 | | | | | | | |
| 5 | GG9-BK-AP2 SecondChance Summit SM02 II Male Shooter-COLOR:Black CARRIER:Apex2 | 1 | \$951.92 | EA | | \$951.92 | |
| 6 | 19X-BK-0 Second Chance Extra Apex2 Carrier - COLOR:Black | 3 | \$0.00 | EA | | \$0.00 | |
| 7 | | | | | | | |
| 8 | GG2-BK-AP2 SecondChance Summit SM02F II Structured Vest-Female-COLOR:Black CARRIER:Apex2 | 1 | \$951.92 | EA | | \$951.92 | |
| 9 | 19X-BK-0 Second Chance Extra Apex2 Carrier - COLOR:Black | 3 | \$0.00 | EA | | \$0.00 | |
| 10 | | | | | | | |
| 11 | SH SHIPPING/HANDLING - NONE | 1 | \$0.00 | EA | | \$0.00 | |
| 12 | Priced per PG County Contract | | | | | | |
| Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have. Thank You Again, | | | Tax Details EXEMPT \$0.000 Payment Details 01/01/00 No Payment History | | Taxable Total Tax Exempt Total Balance | | \$0.00 \$0.00 \$1,903.84 \$1,903.84 \$1,903.84 |



PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF CENTRAL SERVICES
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION

1400 McCormick Drive, Suite 200
Largo, Maryland 20774
(301) 883-6400 Fax (301) 883-6440

TERM CONTRACT AWARD

Date: July 8, 2016

SAP Number: 4400000093

Telephone Number: 717-774-3339

Fax Number: 717-774-4463

Email Address: chris.white@atlantictactical.com

Vendor: Atlantic Tactical, Inc. (1000001119)

763 Corporate Circle

New Cumberland, PA 17070

Attn: Chris White

A contract for provision of the item(s) identified below and contained in your offer dated April 10, 2014 in response to bid request number C14-041 is awarded to your company/corporation. Your offer is hereby accepted at the prices and terms stated, subject to all conditions and requirements of the Invitation for Bids, advertisements, purchase specifications, warranties, performance bond and other stipulations, if any, which are incorporated herein by reference and any special conditions which are attached hereto, and made a part hereof, if applicable.

Bid Title: Police Supplies

Items: Awarded: Line Item 3: \$32.18, Line Item 5: \$16.87, Line Item 8: \$9.18, Line Item 11: \$34.87, Line Item 14: \$56.64, Line Item 15: \$25.12, Line Item 22: \$41.20% Discount, Line Item 23: 45.60% Discount, Line Item 25: 34.60% Discount, Line Item 26: 33.20% Discount, Line Item 27: 25.50% Discount, Line Item 28: 25.50% Discount, Line Item 31: 41.60% Discount, Line Item 36: 41.60% Discount, Line Item 37: 36.30% Discount, Line Item 38: 41.60% Discount, Line Item 39: 41.60% Discount, Line Item 40 Brand: Second Chance Vest 41.60% Discount, TWO BALLISTIC VEST: Second Chance Ballistic Vest, MK01 IIIA W/1 extra carrier, XT02 IIIA Nomenclature

Time for Delivery AR Days Terms N30 FOB Point Prince George's County, Maryland

Contract Period: From June 4, 2016 Thru June 3, 2017 2 of 3
Option Years Remaining

SUBJECT TO AVAILABILITY OF FUNDS IN EACH SUBSEQUENT FISCAL PERIOD

Authorization to ship materials will be made via: Individual purchase orders, blanket purchase orders, or purchasing cards, as applicable, signed by the County Purchasing Agent or designee.

The County's solicitation documents, include the Invitation for Bids, Special Instructions, Addendums and all other documents issued in connection therewith your bid/proposal and this notice of acceptance constitute the entire agreement and contract between Prince George's County and your company/corporation.

Vendor Name: Atlantic Tactical, Inc.

By: [Signature]

Print Name/Title: Sean Conville, President

Date: 6/28/2016

Prince George's County, Maryland

By: [Signature]

Print Name/Title: Angela D. Reed, DIVISION Chief

Date: 7/7/2016

Buyer/aide initials: MC

P.G.C. FORM #1560 (REV. 03/15)

PRIMARY USING AGENCY: Police Dept. - Carol Jacinto, Angela Fah and Donnie Summers

Police Supplies
Request to Extend
Page 2


In addition, please advise us of any changes or corrections to your business, i.e., name, address, phone numbers and email address, along with your current Tax Identification number 23-2082171. If you have questions, exceptions or require clarification, I can be reached via e-mail at MJCraney@co.pg.md.us or (301) 883-6400. Please complete the contractor section below and fax to (301) 883-6440 and mail the original to the above address to the attention of Canjor Reed.

Sincerely,

Maurice Craney

Maurice Craney, Procurement Assistant II

I concur with extending the above subject term contract Bid No. C14-041 June 4, 2016 through June 3, 2017 all terms, conditions, and pricing to remain the same.

 _____, President
Authorized Signature, Title

6/28/2016

Date

Sean Conville

Name Printed

REVISED PRICE QUOTATION SHEETS

SECTION I

| BID ITEM NO. | DESCRIPTION | ESTIMATED ANNUAL QUANTITY | UNIT PRICE |
|---|---|---------------------------------|-----------------------|
| 005 | Handcuff case plain black leather, brass snap 3-piece design back/flap, filler, mold | 200 | \$ <u>16.87</u> /EACH |
| KNOWN ACCEPTABLE PRODUCT: G & G B70BR Don Hume C303 | | | |
| MFR/MODEL OFFERED <u>Safariland 90</u> | | | |
| DELIVERY <u>10</u> /CALENDAR DAYS | | | |
| 006 | Handcuff steel nickel finish two standard keys 10 oz. 1200# breaking strength | 200 | \$ <u>17.46</u> /EACH |
| KNOWN ACCEPTABLE PRODUCT: Peerless Standard, Smith and Wesson | | | |
| MFR/MODEL OFFERED <u>Safariland 2010H</u> | | | |
| DELIVERY <u>10</u> /CALENDAR DAYS | | | |
| 007 | Badge case, book style, plain black leather recessed badge cutout, navy blue suede badge protection flap, ID window 3-1/2" x 4-1/2", gold imprinted letters PRINCE GEORGE'S COUNTY POLICE | 200 | \$ <u>16.22</u> /EACH |
| KNOWN ACCEPTABLE PRODUCT: Strong #856 (Bleekman #8583) | | | |
| MFR/MODEL OFFERED <u>STRONG 85600</u> | | | |
| DELIVERY <u>30</u> /CALENDAR DAYS | | | |
| 008 | Handcuff plastic 22" long, 5/16" wide, 1/4 oz flexible, infinite number of adjustable positions, 10/pack | 200 | \$ <u>9.18</u> /PK |
| KNOWN ACCEPTABLE PRODUCT: Becton Dickinson Flex-cuff | | | |
| MFR/MODEL OFFERED <u>Safariland Flex-Cut 8210</u> | | | |
| DELIVERY <u>10</u> /CALENDAR DAYS | | | |

PROPOSAL SUBMITTED BY: Atlantic Tactical, Inc

REVISED PRICE QUOTATION SHEETS

SECTION I

| BID ITEM NO | DESCRIPTION | ESTIMATED ANNUAL QUANTITY | UNIT PRICE |
|-------------------|---|---------------------------------|------------------------|
| 013 | Bag, evidence, 9-1/2" x 15" min /16" max, 4 mil high clarity polyethylene can be heat sealed or sealed with evidence tape | 50,000 each | \$ <u>NO BID</u> /M |
| | MFR/MODEL OFFERED _____ | | |
| | DELIVERY _____ /CALENDAR DAYS | | |
| 014 | ASP F26B | 200 each | \$ <u>56.64</u> /EACH |
| | KNOWN ACCEPTABLE PRODUCT: ASP F26B | | |
| | MFR/MODEL OFFERED <u>ASP F26B</u> | | |
| | DELIVERY <u>14</u> /CALENDAR DAYS | | |
| 015 | Scabbard, 26" side break | 200 each | \$ <u>25.12</u> /EACH |
| | KNOWN ACCEPTABLE PRODUCT: ASP 2632 | | |
| | MFR/MODEL OFFERED: <u>ASP 52632</u> | | |
| | DELIVERY <u>14</u> /CALENDAR DAYS | | |
| 016 | Boot, women's, 14" with cleated sole. | 50 pair | \$ <u>NO BID</u> /PAIR |
| | KNOWN ACCEPTABLE PRODUCT: Bata 56233 | | |
| | MFR/MODEL OFFERED _____ | | |
| | DELIVERY _____ /CALENDAR DAYS | | |
| 017 | Cartridge, marking, 9mm blue 1,000/case (minimum order quantity: 5 cases) | 18 cases* | \$ <u>NO BID</u> /CS |
| | KNOWN ACCEPTABLE PRODUCT: Simunition 102-9FX-BL | | |
| | MFR/MODEL OFFERED _____ | | |
| | DELIVERY _____ /CALENDAR DAYS | | |

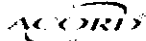
PROPOSAL SUBMITTED BY: Atlantic Tactical, Inc.

REVISED PRICE QUOTATION SHEETS

SECTION II

| BID ITEM NO. | DESCRIPTION | DISCOUNT FROM LIST PRICE | |
|--------------------|---|--------------------------------|---------------------------------------|
| 022 | Safariland Leather goods | <u>41.20</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 023 | Gould and Goodrich Leather goods | <u>45.60</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 024 | Peerless Standard | <u>25.80</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 025 | Besantis Product | <u>34.60</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 026 | Eagle Product | <u>33.20</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 027 | Defense Technology (Def Tech) Chemical Products | <u>25.00</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 028 | Federal Laboratories | <u>25.50</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 029 | Sirchie Product | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 030 | Smith & Wesson Chemical Company | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 031 | Pro Tech Products Line of Shields Line of Helmets (to include the Delta 4 Ballistic Helmet) First Responder Kit (Active Shooter) | <u>41.60</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 032 | Simulation Products | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 033 | Don Hume Brand | <u>20.00</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 034 | PACA Body Armor | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 035 | Point Blank Body Armor | <u> </u> % | DELIVERY <u> </u> /CALENDAR DAYS |
| 036 | American Body Armor | <u>41.60</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |
| 037 | ASP Brand | <u>36.30</u> % | DELIVERY <u>7-30</u> /CALENDAR DAYS |

PROPOSAL SUBMITTED BY Atlantic Tactical Inc DATE 4/9/14



CERTIFICATE OF LIABILITY INSURANCE

10/1/2014 10:00:00
10/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed, if **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Aon Risk Services, Inc. of Florida 13501 Sutton Park Drive South Suite 300 - Building C Jacksonville FL 32224 USA | CONTACT NAME PHONE (AC No. EN) (904) 724-2001 FAX (AC No. EN) (904) 223-0797 EMAIL ADDRESS | | | | | | | | | | | | | | | | | | | | | |
|---|--|---------|------|--------|-----------|-------------------------------|-------|-----------|--------------------------------------|-------|-----------|-----------------------------|-------|-----------|--|--|-----------|--|--|-----------|--|--|
| INSURED Atlantic Technical, Inc. 263 Corporate Circle New Cumberland PA 17070 USA | INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAME</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>National Fire & Marine Ins Co</td> <td>20079</td> </tr> <tr> <td>INSURER B</td> <td>Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C</td> <td>The Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table> | INSURER | NAME | NAIC # | INSURER A | National Fire & Marine Ins Co | 20079 | INSURER B | Travelers Property Cas Co of America | 25674 | INSURER C | The Travelers Indemnity Co. | 25658 | INSURER D | | | INSURER E | | | INSURER F | | |
| INSURER | NAME | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A | National Fire & Marine Ins Co | 20079 | | | | | | | | | | | | | | | | | | | | |
| INSURER B | Travelers Property Cas Co of America | 25674 | | | | | | | | | | | | | | | | | | | | |
| INSURER C | The Travelers Indemnity Co. | 25658 | | | | | | | | | | | | | | | | | | | | |
| INSURER D | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 42000000000000000000 **REVISION NUMBER**
 THESE COVERSAGES ARE THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECT DATE | POLICY EXPIRATION DATE | LIMITS |
|---|------------------|--------------------|------------------------|--|
| A COMMERCIAL GENERAL LIABILITY | 426010030402 | 07/27/2015 | 07/27/2016 | General Liability \$1,000,000 Products & Completed Operations \$50,000 Fire & Theft \$10,000 Automobile Liability \$1,000,000 Umbrella Liability \$2,000,000 Excess Liability \$2,000,000 |
| B AUTOMOBILE LIABILITY | TJCAF9090138415 | 07/27/2015 | 07/27/2016 | Automobile Liability \$1,000,000 |
| A UMBRELLA LIABILITY | 4200010030602 | 07/27/2015 | 07/27/2016 | Umbrella Liability \$10,000,000 Excess Liability \$10,000,000 |
| B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | TC73089090133515 | 07/27/2015 | 07/27/2016 | Work Comp - All Other Sta \$1,000,000 |
| C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Mandatory in PA) | TRK089090137215 | 07/27/2015 | 07/27/2016 | Work Comp - AZ, HI, WI \$1,000,000 |

DESCRIPTIVE OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)
 Bids C14 C41 Contract P141157C14C41 Police Supplies
 Prince George's County, Maryland is included as Additional Insured in accordance with the policy provisions of the General Liability policy. 30 day notice of cancellation except 10 days for non payment of premium.

| | |
|--|---|
| CERTIFICATE HOLDER Prince George's County, Maryland Office of Central Services Contract Administration and Procurement Division 1400 McCormick Drive, Suite 200 Largo, MD 20774 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i> |
|--|---|

Holder Identifier :

Certificate No : 570058819395

APPROVED FOR:
CONSENT AGENDA
NEW BUSINESS

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

These 38 vests are to be purchased per the annual vest replacement schedule.



Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Landscape Bed and Ground Maintenance of Various Locations Citywide - The Groundskeeper, Inc. (Hagerstown, MD) \$ 25,100.00

Mayor and City Council Action Required:

Approval of a contract with The Groundskeeper, Inc.

Discussion:

Work is to include the following: maintenance of landscape beds and ground maintenance for parking lots including the Central Lot, Market Lot and Rochester Lot. Work also includes various traffic islands and landscape beds including Cannon & Franklin, Virginia Ave & Wilson Blvd. and Oak Hill & Northern Blvd. Most of the work involves the spraying of rights-of-way and properties such as 60 W. Washington, 170 W. Washington and 43-53 W. Washington.

Financial Impact:

Two bids received; \$25,100 from The Groundskeeper and \$36,250 from Greenkeeper. Approximately \$7,200 will be funded from the Parking System while the remainder will be General Fund dollars.

Recommendation:

Approval of contract with the Groundskeeper

Motion:

NA

Action Dates:

Formal approval on August 30th

ATTACHMENTS:

File Name

Description

Landscape_Bed_and_Ground_Maintenance_Various_Locations.pdf

Consent Agenda for
Landscape Bed and
Ground Maintenance of
Various Locations Citywide

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 08/30/16**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 0124007-5323 & 5674013-5329 Account / Project Name: Ground Services
Budget Amount: \$64,800 Account Balance: \$49,209 Year: 16/17 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: General Fund & Parking Fund

| Quantity | Description | Value |
|----------|--|-------------|
| 1 | Landscape Bed and Ground Maintenance of Various Locations Citywide | \$25,100.00 |
| | | |
| | | |
| | | |
| | | |

TOTAL VALUE OF PROJECT: \$25,100.00

ABOVE TO BE USED FOR:

Work to include the following: maintenance of landscape beds and ground maintenance for parking lots including the Central Lot, Market Lot and Rochester Lot; traffic island and landscape beds at various locations citywide including Cannon & Franklin, Virginia & Wilson, Oak Hill & Northern but not all traffic islands; the spraying for weed control along many right-of-ways; and weed control along several city properties such as 60 W. Washington, 170 W. Washington and 43-53 W. Washington.

Recommended Vendor:

Business Name: The Groundskeeper, Inc.

Address: 1837 Winston Drive

City, State: Hagerstown, MD 21740

Bid/Proposal/Quote No.: RFP-16-GM-12

| OTHER VENDORS: | | |
|----------------|----------------|--------------|
| Firm | City/State | Total Amount |
| Greenkeeper | Hagerstown, MD | \$36,250.00 |
| | | |
| | | |
| | | |

(1) Department Manager: Approximately \$7,200 of this funding will come from the Parking Fund while the remainder will be the General Fund. Much of this work is already being completed by a contractor. This RFP brings all the work under one contract.

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Water: Traveling Screen Repair - Underwater Services Corp. (Wyoming, PA) \$31,864.52

Mayor and City Council Action Required:

Requested approval of the Water Division Consent Form Traveling Screens Underwater Screening Service Emergency Repair in the amount of \$31864.52.

Discussion:

USS completed the Emergency Field Service work to Repair the Traveling Screens at the RC Willson Plant

Financial Impact:

Account # 52-70501-5374 has a current FY17 balance of \$37,100 due to the fact the project was completed as an emergency repair and the amount of the repair has already been deducted from the account.

Recommendation:

Recommended approval of the completed emergency repair project

Motion:

Consent Agenda

Action Dates:

Regular Session 08/30/16

ATTACHMENTS:

| File Name | Description |
|--|---|
| Water_Division_Consent_Form_Traveling_Screens_Underwater_Screening_Svc_Emergency_Repair_083016.pdf | Water Division Consent Form Traveling Screens Underwater Screening Svc Emergency Repair 083016 |
| Water_Division_Traveling_Screen_Emergency_Repair_USS_083016.pdf | Water Division Traveling Screen Emergency Repair USS 083016 |

| | |
|-----------------|---|
| Approval For: | |
| Consent Agenda: | X |
| New Business: | |

| | | | |
|--------------------------------|------------------|---|----------------------------|
| Originating Department: | Water Department | By: | Nancy Hausrath |
| Account Number: | 52-70501-5374 | Account/Project Name: | Willson Plant Improvements |
| Budget Amount: | FY17 \$ 75,000 | Account Balance: | \$37,100 ** |
| | | Year | FY17 |
| | | CIP Control No.: | |
| | | **USS already deducted from this total | |
| Unbudgeted: | | Year | |
| | | CIP Control No.: | |
| Source Of Funds: | Water Fund | | |

| Quantity | Description | Value |
|----------|--|--------------|
| 1 | Emergency Field Service to Repair Traveling Screens at the Willson Plant | \$ 31,864.52 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | \$ 31,864.52 |

Emergency Repair to the Traveling Screens at the R.C. Willson Water Plant.

| |
|--|
| Business Name: Underwater Services Corp |
| Address: Post Office Box 4144 |
| City, State: Wyoming, PA 18644 |

Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Operating funds are available for this emergency repair.



Water Operations Manager

August 16, 2016

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

UNDERWATER SCREENING SERVICES

1015 WYOMING AVENUE
FORTY-FORT, PA 18704

Voice: 888-219-3483

Fax: 570-718-0762

SALES ORDER

Sales Order Number: 1256/13395
Sales Order Date: Jun 16, 2016
Ship By: Jul 19, 2016
Page: 1

To:

CITY OF HAGERSTOWN
51 WEST MEMORIAL BLVD.
HAGERSTOWN, MD 21740

Ship To:

1082 WATER WORKS ROAD
WILLIAMSPORT, MD 21795

| Customer ID | PO Number | Sales Rep Name |
|------------------|-----------------|-----------------|
| COHM | VERBAL B. LUHN | GARRY R. THOMAS |
| Customer Contact | Shipping Method | Payment Terms |
| MAT CARR | Prepay & Add | Net 30 Days |

| Quantity | Item | Description | Unit Price | Amount |
|--------------------|------------|--|------------|-----------|
| 128.00 | EX-JC100 | BASKET CHAIN, (FRESH WATER) 24" PITCH, RIGHT HAND, CARBON STEEL, FOR ENVIREX 3/8" THICK SIDE BARS, CARBON STEEL ROUNDS, NON-LUBE JOINTS. (PRICE IS PER FOOT) | 68.92 | 8,821.76 |
| 128.00 | EX-JC101 | BASKET CHAIN, (FRESH WATER) 24" PITCH, LEFT HAND, CARBON STEEL, FOR ENVIREX 3/8" THICK SIDE BARS, CARBON STEEL ROUNDS, NON-LUBE JOINTS. (PRICE IS PER FOOT) | 68.92 | 8,821.76 |
| 256.00 | CA-1110-1R | SPIDER LOCK WASHER (18-8) FOR ENVIREX T/W/S | 3.25 | 832.00 |
| | FS-004-WTR | THE ABOVE CAN BE SHIPPED WITHIN 4-5 WEEK FROM THE RECEIPT OF YOUR ORDER, FREIGHT WOULD BE PREPAID AND ADDED. CREW, FIELD SERVICE (8) HR. WEEKDAY MINIMUM (4) MEN EQUIPPED WITH STD. TOOLS & DIVING GEAR. TRAVEL TO BE BILLED FOR BASED ON PORTAL TO PORTAL. | 2,677.80 | |
| | M/D-4 | MOBILIZATION & DEMOBILIZATION OF UNDERWATER SCREENING SERVICES (4) MAN CREW & UTILITY TRUCK RATE IS PER MILE. | 3.04 | |
| Subtotal | | | | Continued |
| Sales Tax | | | | Continued |
| Freight | | | | Continued |
| TOTAL ORDER AMOUNT | | | | Continued |

UNDERWATER SCREENING SERVICES

1015 WYOMING AVENUE
FORTY-FORT, PA 18704

Voice: 888-219-3483

Fax: 570-718-0762

SALES ORDER

Sales Order Number: 1256/13395
Sales Order Date: Jun 16, 2016
Ship By: Jul 19, 2016
Page: 2

To:

CITY OF HAGERSTOWN
51 WEST MEMORIAL BLVD.
HAGERSTOWN, MD 21740

Ship To:

1082 WATER WORKS ROAD
WILLIAMSPORT, MD 21795

| Customer ID | PO Number | Sales Rep Name |
|------------------|-----------------|-----------------|
| COHM | VERBAL B. LUHN | GARRY R. THOMAS |
| Customer Contact | Shipping Method | Payment Terms |
| MAT CARR | Prepay & Add | Net 30 Days |

| Quantity | Item | Description | Unit Price | Amount |
|---------------------------|------|---|------------|------------------|
| | | FUEL & TOLLS WILL BE BILLED AS AN EXPENDABLE. | | |
| Subtotal | | | | 18,475.52 |
| Sales Tax | | | | |
| Freight | | | | 0.00 |
| TOTAL ORDER AMOUNT | | | | 18,475.52 |

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Wastewater: CCTV Purchase and Repair (Vehicle #563) - Rausch USA (Chambersburg, PA) \$18,596.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent Agenda for New Camera and Repair Rausch USA in the amount of \$18,596.

Discussion:

New Camera Unit for Vehicle #563 to replace existing camera that is over 10 years old and in need of a complete re-build. Funds to purchase this new camera unit and the parts to rebuild the existing unit will come from the \$50,000.00 to be secured from the sale of the old camera truck to Washington County. (Sole Source purchase for compatible/proprietary equipment)

Financial Impact:

Acct # 54-5485001-5882 has \$50,000 remaining in FY17

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 083016

ATTACHMENTS:

File Name

Description

Wastewater_Division_Consent_Agenda_for_New_Camera_and_Repair_Rausch_USA_083016.xls

Wastewater
Division
Consent
Agenda for
New
Camera and
Repair
Rausch USA
083016

Wastewater_Division_New_Rausch_Camera_and_Repair_083016_.pdf

Wastewater
Division
New Rausch
Camera and
Repair
083016

Approval For: _____
Consent Agenda: **X** _____
New Business: _____

| Quantity | Description | Value |
|----------------|----------------------------------|-------|
| 1 | New camera unit for Vehicle #563 | |
| Multiple Items | Parts to rebuild old camera unit | |
| | | |
| | | |
| | | |
| | TOTAL : | |

New Camera Unit for Vehicle #563 to replace existing camera that is over 10 years old and in need of a complete re-build. (Sole Source purchase for compatible/proprietary equipment)


Other Vendors: (Sole Source purchase for compatible/proprietary equipment)

[illegible]

Comments

Department Manager (required on all unbudgeted items):

New Camera Unit for Vehicle #563 to replace existing camera that is over 10 years old and in need of a complete re-build. Funds to purchase this new and the parts to rebuild the existing unit will come from the \$50,000.00 to be secured from the sale of the old camera truck to Washington County. (See purchase for compatible/proprietary equipment)



Wastewater Operations Manager

August 5, 2

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

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| \$12,500.00 |
| \$6,096.00 |
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| \$18,596.00 |
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4757 Innovation Way
Chambersburg, PA 17201

Phone # 7177091005

Fax # 717-709-1009

Price Quote

| Date | Quote # |
|----------|---------|
| 8/4/2016 | 16-148 |

| Name / Address |
|--|
| City of Hagerstown Utilities Dept. Waste Water Division Attention: Debora Worthington 1 Clean Water Circle Hagerstown, MD 21740-6848 |

| Ship To |
|--|
| City of Hagerstown Utilities Dept. Waste Water Division Attention: George Fischer 1 Clean Water Circle Hagerstown, MD 21740-6848 |

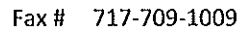
| P.O. No. | FOB |
|----------|--------------|
| | Chambersburg |

| Item | Description | Qty | Rate | Total |
|--------------------|--------------------------------------|-----|----------|----------|
| K11412 | Housing, Contact 12 Pin KS60 Lid | 1 | 74.00 | 74.00 |
| EX2236 | Contact insert plug 12 pole, female | 1 | 39.00 | 39.00 |
| EH1192 | Camera Module, 1/4" NTSC | 1 | 664.00 | 664.00 |
| UB7294 | Lens, Illumination Right KS60 CL | 1 | 157.00 | 157.00 |
| UB7293 | Lens, Illumination Right KS60 CL | 1 | 157.00 | 157.00 |
| EB2809 | Board, KSWAAG22 for Ks60 | 1 | 466.00 | 466.00 |
| EM1097 | Motor, KS60 Pan w/o gear | 2 | 372.00 | 744.00 |
| VG1183 | Slip Ring, 12-Pin for KS60 | 1 | 1,284.00 | 1,284.00 |
| KJ7807 | Gear, Tilt motor KS60 | 1 | 24.00 | 24.00 |
| KJ8665 | Gear, Pan motor KS60 in-direct drive | 1 | 30.00 | 30.00 |
| VG1274 | Cover, Sonde KS60 33Khz 3-Wire | 1 | 849.00 | 849.00 |
| EB2889 | Board for KS60 | 1 | 772.00 | 772.00 |
| EB2655 | Board, Illumination KS60CL | 2 | 103.00 | 206.00 |
| Labor - Non War... | labor for Non-Warranty repair | 6 | 105.00 | 630.00 |

This price quote is good for 30 days. All prices are subject to change without notice. Please contact the office if you would like to request additional prices. Sales Tax may be applicable.

Total Quote

\$6,096.00



| Date | Quote # |
|----------|---------|
| 8/4/2016 | 16-149 |

| |
|--|
| Ship To |
| City of Hagerstown Utilities Dept. Waste Water Divion Attention: George Fischer 1 Clean Water Circle Hagerstown, MD 21740-6848 |

| | |
|----------|--------------|
| P.O. No. | FOB |
| | Chambersburg |

| Item | Description | Qty | Rate | Total |
|-------------------|---------------------------|-----|-----------|-----------|
| 111012 | KS60CL90 NTSC 512Hz sonde | 1 | 13,189.00 | 13,189.00 |
| Customer Disco... | Customer Discount | | -689.00 | -689.00 |

This price quote is good for 30 days. All prices are subject to change without notice. Please contact the office if you would like to request additional prices. Sales Tax may be applicable.

Total Quote

\$12,500.00

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Wastewater: Grinder Pump - Fluid Solutions, Inc. (Westminster, MD) \$57,200.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent Agenda Grinder Pumps Purchase in the amount of \$57,200.

Discussion:

This is part of our annual replacement program, the City has roughly 330 grinder pumps that are maintained by the Collection System Division in four locations (Brightwood East, Fairway East, Fairway Meadows & Woodlands North). Normal pump life is expected to be about 10 years. Grinder pumps are used in situations where sewer service lines leaving a home or business are lower than the public sewer main. The Grinder Pump is used to pump the wastewater into the public sewer main. (Sole Source purchase for compatible/proprietary equipment)

Financial Impact:

(Sole Source purchase for compatible/proprietary equipment) Acct. # 54-5485001-5881 currently has \$160,576 remaining in FY17

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 08/30/16

ATTACHMENTS:

File Name

Description

Wastewater_Division_Consent_Agenda_Grinder_Pumps_083016.xls

Wastewater Division
Consent Agenda
Grinder Pumps
083016

Wastewater_Division_Fluid_Solutions_Grinder_Pump_Quote_083016.pdf

Wastewater Division
Fluid Solutions
Grinder Pump Quote
083016

Approval For: _____
 Consent Agenda: _____ X
 New Business: _____

| Quantity | Description | Value |
|----------|---|-------|
| 20 | Homa Model GRP19/1 submersible grinder pump. Retro-fit for e/one. With: | \$2, |
| | * Capacitors housed in converter box near top of accessway | |
| | * 5 year non Pro-rated warranty included | |
| | * Exclusive smart start pump protection w/ data logging | |
| | * Pressure level control, Push to run and Status lights | |
| | * Freight included | |


This is part of our annual replacement program, the City has roughly 330 grinder pumps that are maintained by the Collection System Division in four areas (Brightwood East, Fairway East, Fairway Meadows & Woodlands North). Normal pump life is expected to be about 10 years. Grinder pumps are used in situations where sewer service lines leaving a home or business are lower than the public sewer main. The Grinder Pump is used to pump the wastewater into the public sewer main. (Sole Source purchase for compatible/proprietary equipment)

[illegible]

Comments

Department Manager (required on all unbudgeted items):

This is part of our annual replacement program, the City has roughly 330 grinder pumps that are maintained by the Collection System Division in four (Brightwood East, Fairway East, Fairway Meadows & Woodlands North). Normal pump life is expected to be about 10 years. Grinder pumps are used in situations where sewer service lines leaving a home or business are lower than the public sewer main. The Grinder Pump is used to pump the wastewater into the public sewer main. (Sole Source purchase for compatible/proprietary equipment)



Wastewater Operations Manager

August 3, 2011

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

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| 860.00 Each |
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Fluid Solutions, Inc. / QUOTATION
1843 Old Taneytown Road, Westminster, Maryland 21787
(443)-250-7555

Gole source
5485001-5881
C0767

Replacement
Pumps

Budget CRD
8-3-16
100,515.87

To: City of Hagerstown

Date: July 28, 2016

Attn: Brian Brandt

Quote No.: 160426MQ1REV1

Reference: HOMA drop in pumps
Terms: net 30 w/ approved credit

By: Mark P. Near
Page: 1
F.O.B. Ship point, FFA

Delivery: Will advise

Valid 30 days

Here is our quotation on the goods named, subject to the terms and conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Fluid Solutions Inc. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on date of quotation and are subject to change by Fluid Solutions Inc. before final acceptance. Typographical errors are subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on Fluid Solutions Inc. Taxes are not included, Pricing does not reflect retainage. FSI reserves the right to adjust pricing if retainage is required. Should payment terms not be met, FSI reserves the right to collect interest and any other costs incurred to collect final payment amount, including, but not limited to, attorney, arbitration or court fees.

Homa Model GRP19/1 submersible grinder pump. Retro-fit for e/one.

Features:

- Capacitors housed in (6P rated) converter box near top of accessway.
- 5 year non Pro-rated warranty included
- Exclusive smart start pump protection W/ data logging
- Pressure level control
- Push to run
- Status lights
- Freight included

| <i>QTY.</i> | <i>Price Each</i> | <i>Total Price</i> |
|--------------------|--------------------------|---------------------------|
| 20 | \$2,860.00 | \$57,200.00 |

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Introduction of an Ordinance: Quit Claim for Alley 1-006 Adjacent 400 Key Circle

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

quit_claim_alley_1-006.2016.pdf

Motion_-_Quit_Claim_Alley.pdf

Description

Quit Claim Request: Alley 1-006 - Adjacent 400 Key Circle

Motion



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

August 23, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RAT*
RE: Quit Claim Request: Alley 1-006
Adjacent 400 Key Circle

1. Background

Staff received the attached letter from the owners of the properties at 374 Daycotah Avenue and 400/410 Key Circle. The letter requests that the City quit claim a portion of an unimproved alley right-of-way adjacent these properties.

2. Mayor & Council Action Requested

Review the attached information and determine whether or not the City agrees to quit claim a portion of the unimproved alley right-of-way to the adjoining land owner. If the Council agrees to the request, staff will work with the City Attorney to prepare the necessary documents for introduction at the Regular Session meeting on August 30th. Staff will be present at the work session to discuss.

3. Discussion

The alley right-of-way in question is unimproved, but has been used as a vehicular driveway that serves 374 Daycotah Avenue and 400 Key Circle. If the quit claim request is approved, the adjoining properties have all agreed to allow the owner at 400 Key Circle to obtain title to the property.

The City's Planning Commission also considered this request at their meeting on August 10th. The Commission recommended conditioning the quit claim on the owner of 400 dedicating on a plat access easements for 374 and 410.

In accordance with policy, staff routed this request to the various agencies and City departments for review and comment. No objections were raised to the proposed quit claim.

Staff will be present at the next work session to answer any questions.

Attachments: * 7/5/16 Letter
* Quit Claim Drawing 15-057-01
* Aerial Photograph

RAT:jj
c: Petition Signers
Project File

Rodney Tissue
City Engineer
Department of Parks and Engineering
1 East Franklin Street
City of Hagerstown
Hagerstown, Maryland 21740

July 5, 2016

Re: Proposed Quit Claim Alley 1-006

Dear Mr. Tissue:

We are filing a formal desire for the City to quit claim the unimproved right-of-way of Alley 1-006 that adjoins our property 400 Key Circle. The owners listed below of 410 Key Circle and 374 Daycotah Avenue have no objection to our acquisition of their half of the alley adjacent to their land be quit claimed. We intend to maintain the property as our driveway and access to our house. Right of way will be provided to the adjacent owners for access as needed per request.



Teresa Magaha
Owner 410 Key Circle



Richard Brill
374 Daycotah Avenue

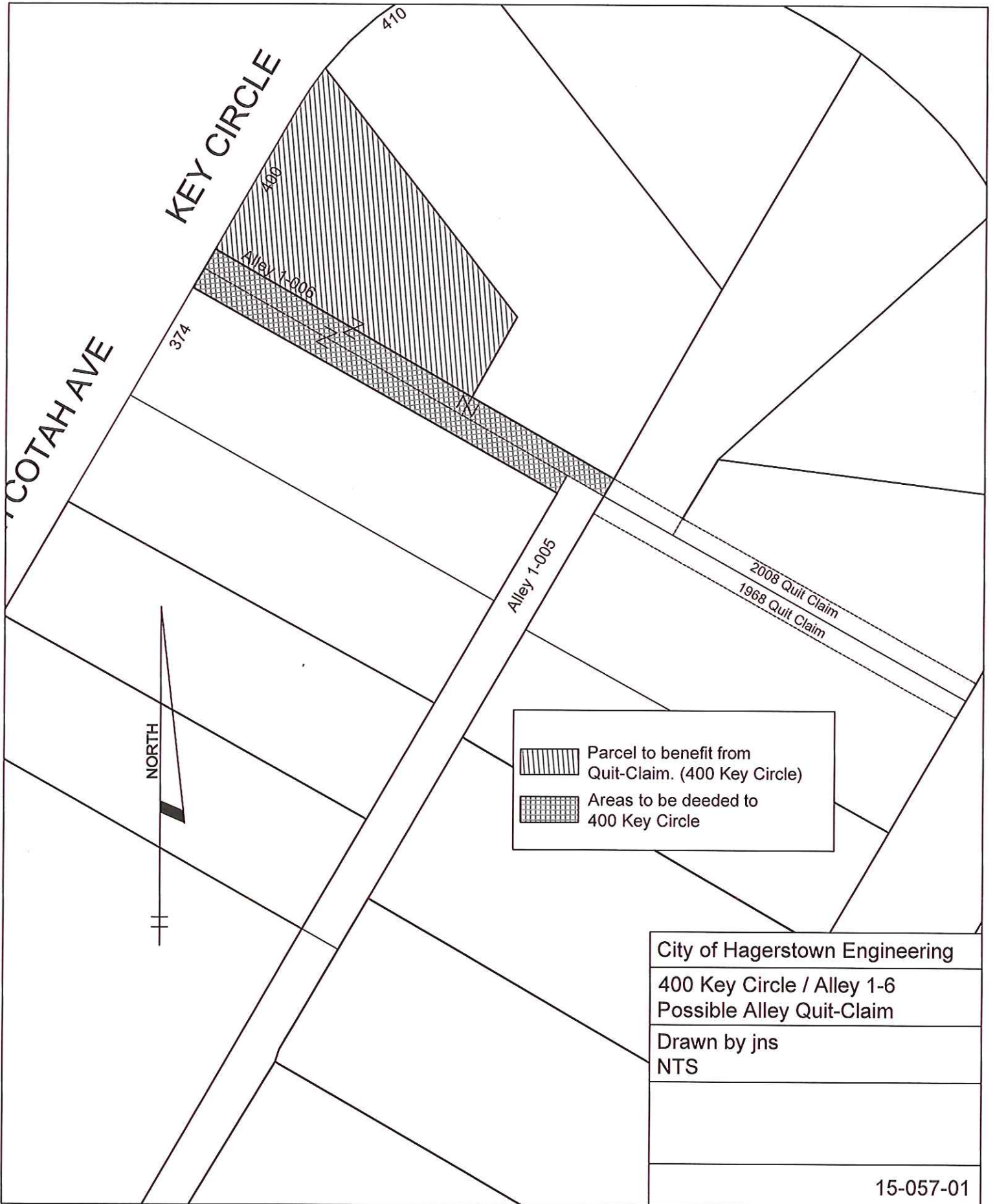
Thank you for your consideration,



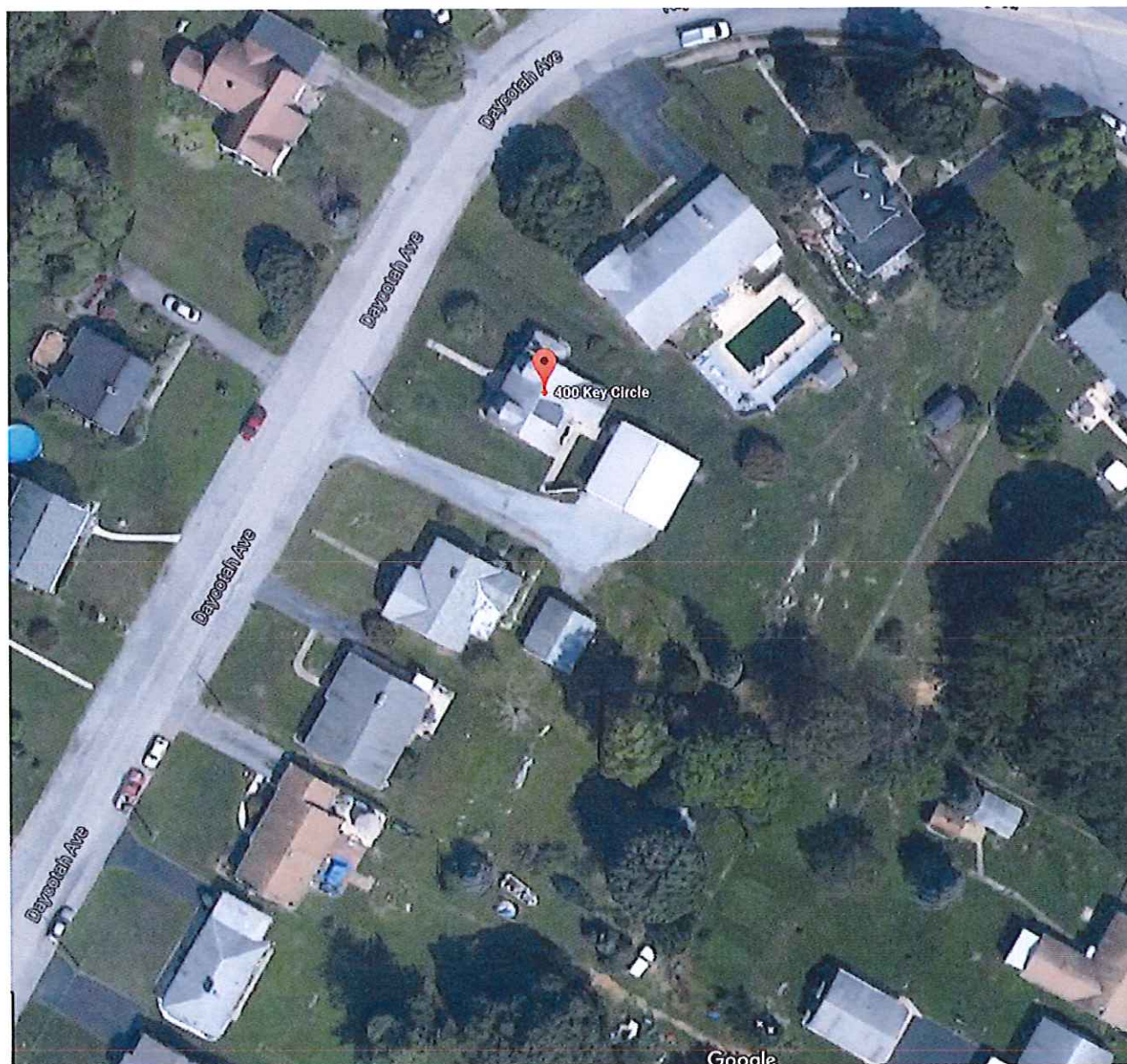
Kevin L. Spessard Jr.
Owners 400 Key Circle



Betty J. Spessard



Proposed Alley 1-006 Quit Claim



REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: Introduction of an Ordinance to Quit Claim Alley 1-006

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | <u> X </u> |
| Resolution | _____ |
| Other | _____ |

MOTION: I hereby move for the introduction of an Ordinance to quit claim the unimproved portion of Alley 1-006 as outlined in the attached August 23, 2016 memo.

| | |
|-----------------------|------------|
| DATE OF INTRODUCTION: | 8/30/2016 |
| DATE OF PASSAGE: | 9/27/2016 |
| EFFECTIVE DATE: | 10/28/2016 |

Attachment: 8/23/16 Memo

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE MAKING A DETERMINATION
THAT CERTAIN PROPERTY IS NO LONGER
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING
CONVEYANCE TO ADJOINING PROPERTY OWNER**

RECITALS

WHEREAS, the City of Hagerstown is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City has an interest in an unnamed alley adjacent to and running perpendicular to Daycotah Avenue and Key Circle, known as Alley 1-006 (hereinafter the "Alley"); and

WHEREAS, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that the aforesaid Alley is no longer needed for a public purpose; and

WHEREAS, Kevin L. Spessard, Jr. and Betty J. Spessard own property adjoining the Alley at 400 Key Circle and have requested that the City execute a quit claim deed vesting them with title to the Alley adjacent to and adjoining their property; and

WHEREAS, the neighboring property owners at 410 Key Circle and 374 Daycotah Avenue, whose properties also adjoin the Alley have consented to the transfer of the Alley, subject to the retention of appropriate easements for access to their respective properties; and

WHEREAS, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining landowners, Kevin L. Spessard, Jr. and Betty J. Spessard;

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.
2. That the Mayor and Council find that the Alley is no longer needed for a public purpose.
3. That the Mayor be and is hereby authorized to execute and deliver a Quit Claim Deed vesting title of the Alley in and to the adjoining property owners, Kevin L. Spessard, Jr. and Betty J. Spessard, subject to appropriate easements preserving access rights to the properties at 410 Key Circle and 374 Daycotah Avenue. The description and extent of the property so conveyed is as described on City Engineering drawing 15-057-01 attached hereto.

4. That the Mayor be and is hereby authorized to execute additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

David S. Gysberts, Mayor

Date of Introduction: August 30, 2016
Date of Passage: September 27, 2016
Effective Date: October 28, 2016

PREPARED BY:
SALVATORE & BOYER
CITY ATTORNEYS



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

August 23, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *R-T*
RE: Quit Claim Request: Alley 1-006
Adjacent 400 Key Circle

1. Background

Staff received the attached letter from the owners of the properties at 374 Daycotah Avenue and 400/410 Key Circle. The letter requests that the City quit claim a portion of an unimproved alley right-of-way adjacent these properties.

2. Mayor & Council Action Requested

Review the attached information and determine whether or not the City agrees to quit claim a portion of the unimproved alley right-of-way to the adjoining land owner. If the Council agrees to the request, staff will work with the City Attorney to prepare the necessary documents for introduction at the Regular Session meeting on August 30th. Staff will be present at the work session to discuss.

3. Discussion

The alley right-of-way in question is unimproved, but has been used as a vehicular driveway that serves 374 Daycotah Avenue and 400 Key Circle. If the quit claim request is approved, the adjoining properties have all agreed to allow the owner at 400 Key Circle to obtain title to the property.

The City's Planning Commission also considered this request at their meeting on August 10th. The Commission recommended conditioning the quit claim on the owner of 400 dedicating on a plat access easements for 374 and 410.

In accordance with policy, staff routed this request to the various agencies and City departments for review and comment. No objections were raised to the proposed quit claim.

Staff will be present at the next work session to answer any questions.

Attachments: * 7/5/16 Letter
* Quit Claim Drawing 15-057-01
* Aerial Photograph

RAT:jj
c: Petition Signers
Project File

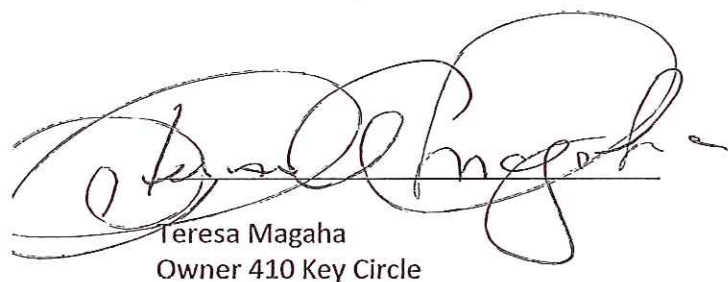
Rodney Tissue
City Engineer
Department of Parks and Engineering
1 East Franklin Street
City of Hagerstown
Hagerstown, Maryland 21740

July 5, 2016

Re: Proposed Quit Claim Alley 1-006

Dear Mr. Tissue:

We are filing a formal desire for the City to quit claim the unimproved right-of-way of Alley 1-006 that adjoins our property 400 Key Circle. The owners listed below of 410 Key Circle and 374 Daycotah Avenue have no objection to our acquisition of their half of the alley adjacent to their land be quit claimed. We intend to maintain the property as our driveway and access to our house. Right of way will be provided to the adjacent owners for access as needed per request.

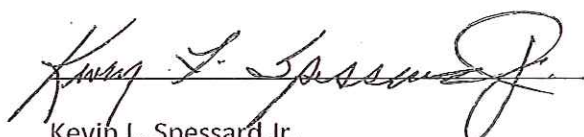


Teresa Magaha
Owner 410 Key Circle



Richard Brill
374 Daycotah Avenue

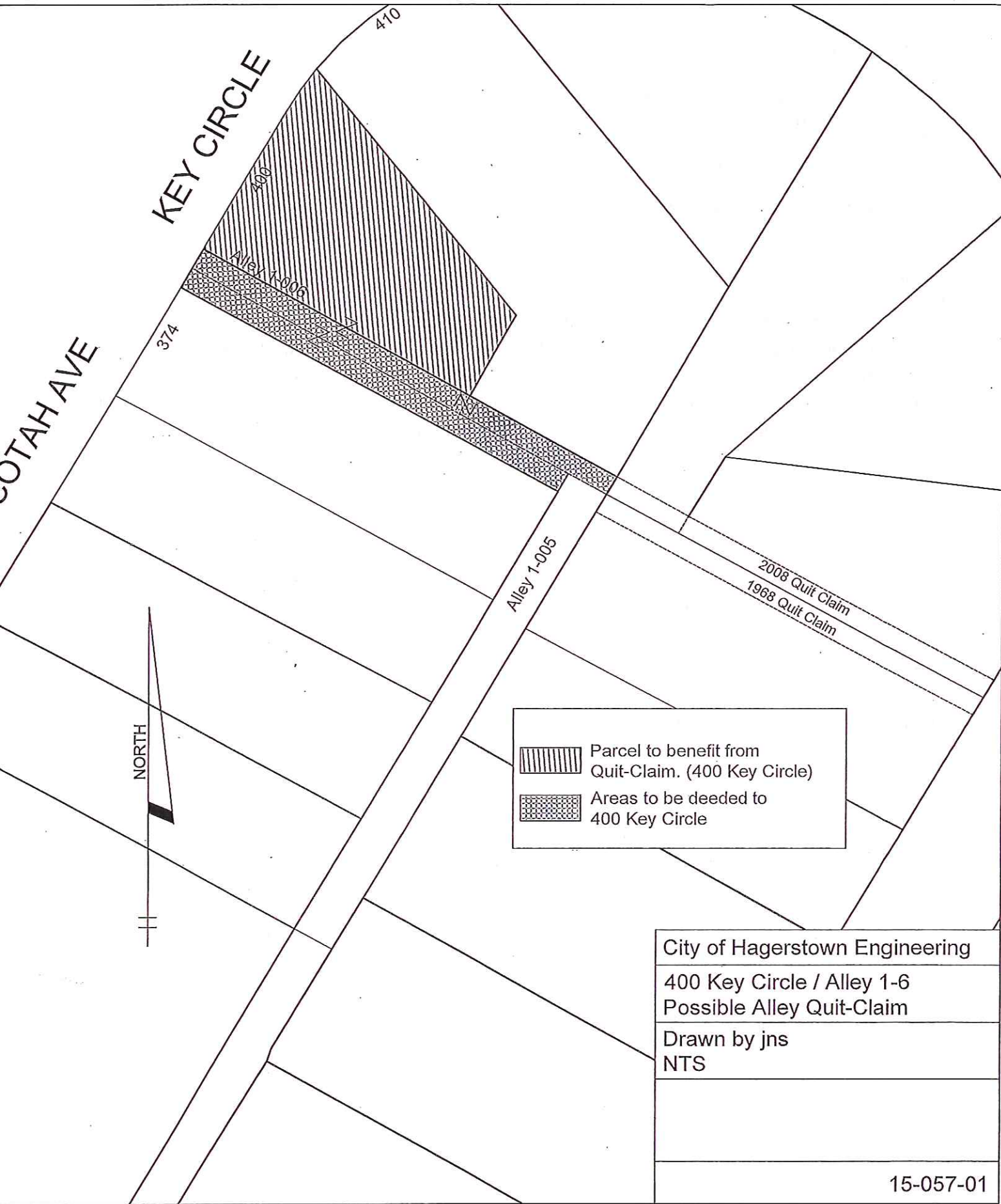
Thank you for your consideration,



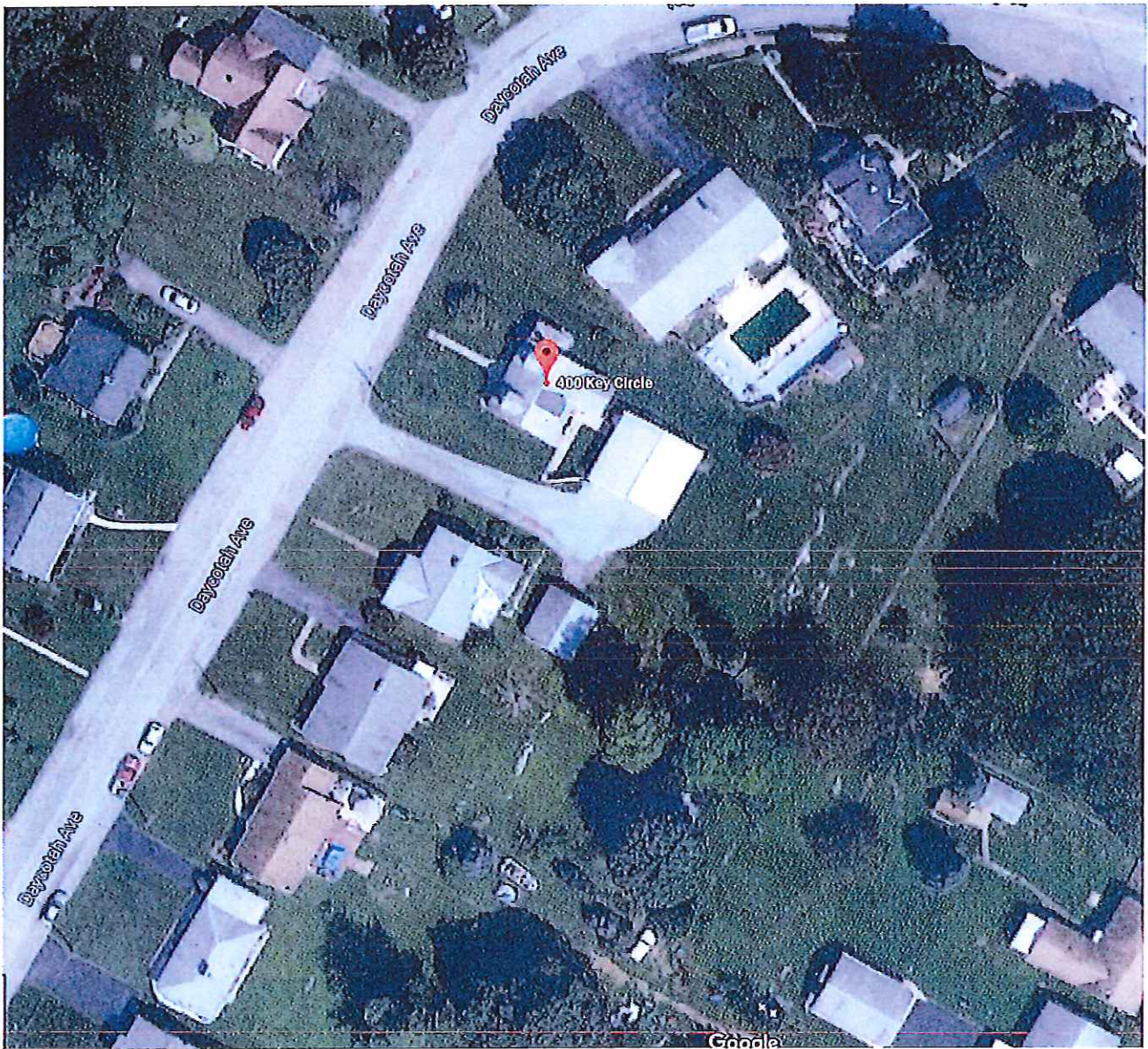
Kevin L. Spessard Jr.
Owners 400 Key Circle



Betty J. Spessard



Proposed Alley 1-006 Quit Claim



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Authority to Close McPherson Street (between Franklin and Washington Streets)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_McPherson_St.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 30, 2016

TOPIC: **APPROVAL OF A RESOLUTION: Closure of One Block of
McPherson Street**

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | <u> X </u> |
| Other | _____ |

MOTION: I hereby move for the approval of a resolution to implement the Hagerstown Police Department Security Project and authorizing the closure of one block of McPherson Street. The southernmost block of McPherson Street will be closed to public vehicular and pedestrian traffic. I further move to authorize the Hagerstown Police Department to take necessary steps to implement the closure.

DATE OF PASSAGE: August 30, 2016

EFFECTIVE DATE: August 30, 2016

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO IMPLEMENT THE HAGERSTOWN POLICE
DEPARTMENT PARKING SECURITY PROJECT AND AUTHORIZING THE
CLOSURE OF ONE BLOCK OF McPHERSON STREET**

RECITALS

WHEREAS, pursuant to its police powers, the City of Hagerstown maintains a systems of streets, alleys and ways within the corporate limits of the City for the benefit of its citizenry; and

WHEREAS, this system of streets, alleys and ways includes a street known as McPherson Street, which street is located to the east of and runs parallel to Burhans Boulevard, a distance of two (2) blocks between Church Street and Washington Street; and

WHEREAS, the southernmost block of McPherson Street is immediately adjacent to the headquarters of the Hagerstown Police Department, bisecting its parking lot; and

WHEREAS, safety issues have arisen in connection with public vehicular and pedestrian traffic utilizing the southernmost block of McPherson Street in such close proximity to the Hagerstown Police Department; and

WHEREAS, the Mayor and Council has determined that the continued use of the southernmost block of McPherson Street for public vehicular and pedestrian traffic poses significant safety concerns for the general public as well as security issues for the Hagerstown Police Department; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the citizens of the City of Hagerstown to implement the Hagerstown Police Department Parking Security Project and close the southernmost block of McPherson Street to public vehicular and pedestrian traffic, prohibiting continued public access thereto;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body as follows:

1. That the foregoing recitals be and are incorporated herein as if restated verbatim.
2. That the southernmost block of McPherson Street, between Franklin Street and Washington Street, as depicted on the attached drawing, be and is hereby closed to public vehicular and pedestrian traffic, and continued public access thereto is prohibited.

3. That the Hagerstown Police Department and any other department be and is hereby authorized to take such other and further action as may be necessary or advisable to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: August 30, 2016
Date of Passage: August 30, 2016
Effective Date: August 30, 2016

PREPARED BY:
SALVATORE & BOYER,
CITY ATTORNEY

WASHINGTON STREET

BURHANS BLVD

Hagerstown Police

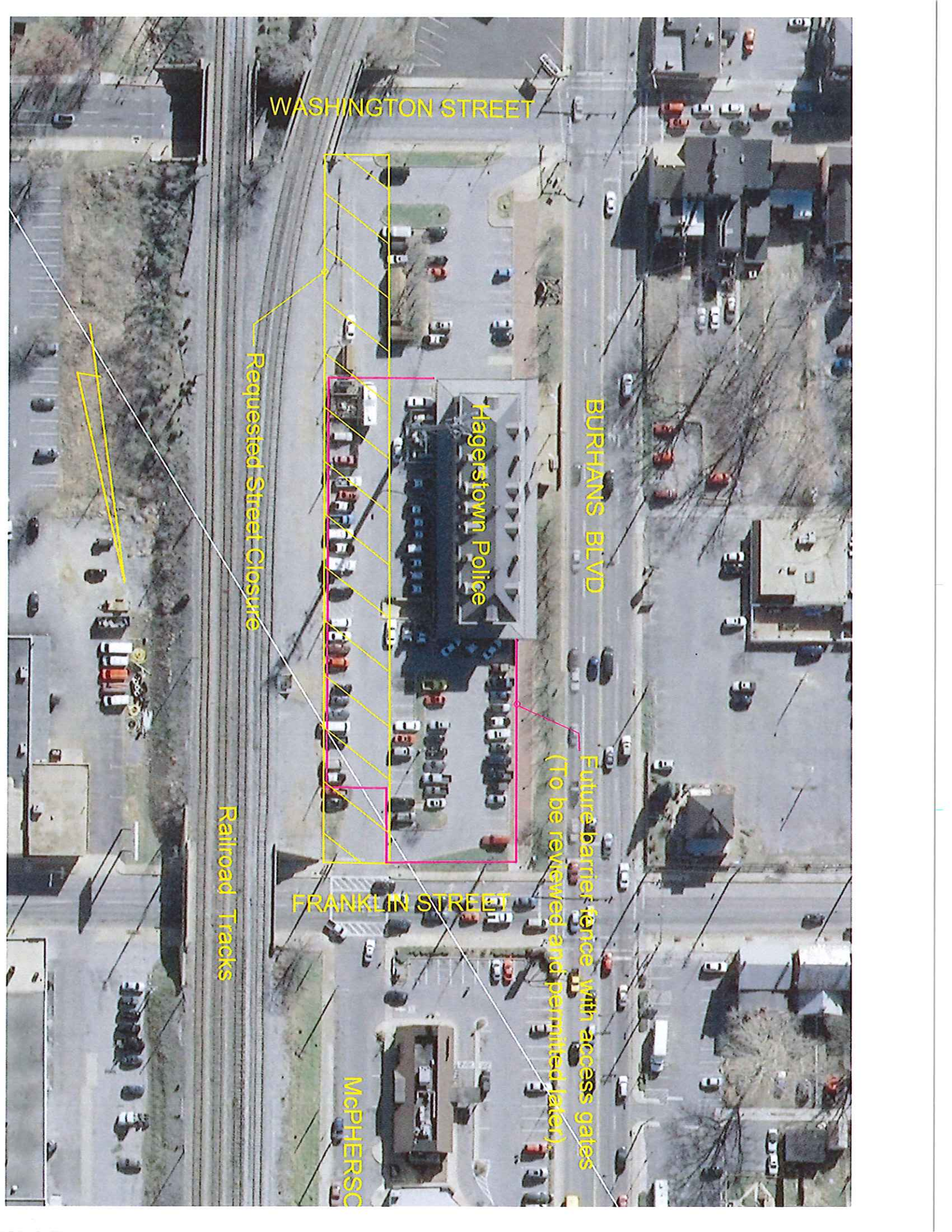
Requested Street Closure

Future barrier fence with access gates
(To be reviewed and permitted later)

FRANKLIN STREET

Railroad Tracks

MOPHERSC



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: User Agreement with Cumberland Valley Model Yacht Club - City Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

cumberland_valley_yacht_club.2016.pdf

Motion_-_Yacht_Club.pdf

Description

User Agreement for
Cumberland Valley Model
Yacht Club

Motion



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

August 23, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RTO*
RE: User Agreement for Cumberland Valley Model Yacht Club
City Park

=====

As a follow-up to the Cumberland Valley Model Yacht Club presentation to City Council in April, we have finalized the User Agreement with this organization. Therefore attached is a final draft of a User Agreement that will run from September 1, 2016 through August 31, 2018 if approved by Mayor & Council.

Staff will be present on Tuesday to review. We anticipate Council voting on the agreement at the August 30th regular session.

Attachment * User Agreement
c: Mark Haddock
Amy Riley

**City of Hagerstown
City Park
Cumberland Valley Model Yacht Club
User Agreement**

Date: August 30, 2016

The City of Hagerstown, Maryland, a municipal corporation, referred to in this agreement as "City", and the American Model Yachting Association, on behalf and to the use of the Cumberland Valley Model Yacht Club, referred to in this agreement as "User", in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

1. **Description of Premises.** City agrees to allow User *non-exclusive use* of the lower lake located in City Park and its perimeter (hereinafter "City Park Lake").

Non-Exclusive Use means that the User has the non-exclusive use Premises without interference, but not sole use. The City may use and may permit the general public access to and use of the Premises.

2. **Term of Agreement.** The term of this agreement shall be the two (2) years commencing September 1, 2016 through August 31, 2018.

Notwithstanding the foregoing, the City may terminate this agreement at any time upon giving User ninety (90) days written notice, only if the Mayor and Council are required by law, or have determined that it is in the best interests of the Citizens of the City to utilize the Premises for purposes other than recreation or park uses. City may terminate this agreement immediately at any time if User is in violation of this agreement and said violation is not cured within seven (7) days of notice of said violation.

3. **Renewal.** This Agreement may be renewed for an additional twelve (12) month period upon mutual agreement of the parties
4. **Rent.** No rent shall be required.
5. **Use of Premises.** City and User agree that User will be permitted non-exclusive use of the lower lake in City Park. The use shall consist of the operation of model racing sailboats for recreational and competitive purposes, and the conduct of events directly related thereto. No power boats or boats that make noise are permitted. No fee or admission charge may be collected for any event, except for an entry fee for participants in a regional or national regatta.

6. **Program Responsibility.** User has sole responsibility for the use and activities anticipated by this Agreement. The User may not discriminate based on race, color, creed, national origin, or gender in connection with these activities. Authorized members ("Skippers") of User shall be present during use of the premises to ensure compliance with this agreement and all applicable park rules, and to rescue stranded boats as needed.

7. **Ownership of Improvements.** All permanent improvements to the Premises are the property of the City. Permanent improvements or fixtures may not be made or attached to the Premises or any portion thereof without the prior written consent of the City.

8. **Maintenance of Premises.**

A. **GROUNDS.** User shall maintain the Premises to City standards including sweeping and cleanup of trash upon completion of use. User shall be responsible for retrieving and removing any stuck or downed boats from the lake. City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use.

B. **RESTROOMS.** City shall clean and maintain any restroom on the Premises that are open for the general public use according to the ordinary operating schedule of the park. No restrooms will be available during winter months.

C. **PREMISES.** User shall be responsible for any damage caused by the User or its members, guests or participants to buildings and structures that exceeds normal wear and tear

D. **PARKING.** No parking is provided under this agreement, but public parking is available in parking areas adjacent to the Premises.

E. **SAFETY.** User assumes full responsibility for inspecting the Premises at the time of its use thereof to ensure that the conditions are safe for the activity planned. User shall be solely and exclusively responsible for the safety of its participants.

F. **QUIET ENJOYMENT.** User shall refrain from engaging in any activity which interferes with the use of the park or pavilions by other users, or disturbs the wildlife in the park.

9. **Utilities and Services.** Utilities and services shall be provided and paid for by the parties and indicated below:

| <u>Utility/Service</u> | <u>City</u> | <u>User</u> |
|------------------------|-------------|-------------|
| Electricity | — | — |
| Water/Sewer* | — | — |
| Natural Gas | — | — |

Telephone _____
Trash Hauling _____

*Restroom facilities will be provided by the City according to its usual park schedule. No restrooms are available during winter months absent an agreement between the parties for a special event. Additional restroom facilities for User events may be arranged by mutual agreement of the parties. City shall provide a recovery boat for use in disabled boat recovery.

10. Hold Harmless. User will indemnify and hold the City harmless from all loss, liability, costs, or damages that may occur or be claimed with respect to any person or property, as a result of the User's use or maintenance of the Premises, including any act or omission by the User, its Skippers, agents, servants, volunteers, participants, customers, invitees, or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost or damages occurring to the Premises as a result of User's use or maintenance of the Premises.

11. Insurance.

- A. **BUILDING AND STRUCTURES.** The City shall provide building and structure insurance in the same manner and amount that it would for any City-owned park structure or facility. Providing this insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. User may carry additional insurance at User's cost if such insurance is available.
- B. **GENERAL LIABILITY.** User shall maintain general liability insurance in the amount of \$1,000,000 covering liability arising directly or indirectly from the User's use and maintenance of the Premises. User shall provide to the City a certificate of insurance for the coverage and amount specified above with the City listed as an additional named insured.

User agrees to immediately cease all use of the Premises if its general liability insurance is canceled or expired or if it has reason to believe the insurance is canceled or expired. The User must notify the City immediately in this case.

- C. **PERSONALTY.** User is solely responsible for insurance for personal property on the Premises if the User elects such coverage. The City will not provide insurance for any personal property not owned by the City.

12. Damage to Personal Property. User is responsible for all personal property kept, stored, or placed on the Premises in conjunction with the User's use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.

13. Public Requirements. User shall comply with all laws, orders, ordinances, park rules and regulations, permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises, and hold the City harmless from expense or damages resulting from failure to do so. The City hereby modifies and waives the Park Rules to the extent necessary to permit the User's contemplated use of the Premises. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances, nor from any other requirements of law due to title being in the name of the City.

14. Assignment or Sublease. User may not assign this agreement or sublease the Premises.

15. Liens and Encumbrances. User may not encumber the Premises, property, fixtures, or any improvements. This Agreement is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.

16. City Assistance. Nothing in this Agreement shall prohibit the User from requesting the City provide additional services or support nor prohibit the City from providing additional services or support at the sole discretion of the City.

17. Notices. Any notice sent to the parties shall be to the following addresses:

City: City of Hagerstown
Dept. of Engineering & Parks
1 E. Franklin Street
Hagerstown, MD 21740

User:
Jarl Wathne, MD
13004 Blue Ridge Road
Hagerstown, MD 21742

18. Current User Information. User will provide the City the name, home address, and telephone number of all Skippers who have program responsibility pursuant to provision 6 hereof. User will provide an updated list within 30 days of any changes and at the beginning of each calendar year.

19. Default. It shall constitute default if the User fails to use the premises for its intended purpose or fails to abide by the terms of this Agreement. Upon receiving written notice from the City of default, the User shall have seven (7) days to come into compliance with this Agreement, unless a longer period is agreed to by the parties. If the User fails to cure the default after receiving notice, the City may terminate this Agreement immediately.

The parties agree and represent to each other that the undersigned have the authority to accept and sign this Agreement, and do hereby execute this agreement as of the date first above written.

ATTEST:

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

David S. Gysberts, Mayor

WITNESS

USER
AMERICAN MODEL YACHTING
ASSOCIATION

Jarl Wathne, MD, Vice Commodore

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: Approval of a User Agreement with Cumberland Valley Model Yacht Club

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | <u> X </u> |
| Other | _____ |

MOTION: I hereby move for the approval of a Resolution approving a User Agreement with Cumberland Valley Model Yacht Club effective September 1, 2016 through August 31, 2018 to allow for their model sail boat activities on the City Park lake.

DATE OF PASSAGE: 8/30/2016

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION APPROVING A USER AGREEMENT WITH THE
AMERICAN MODEL YACHTING ASSOCIATION FOR THE BENEFIT OF THE
CUMBERLAND VALLEY MODEL YACHT CLUB**

RECITALS

WHEREAS, the City of Hagerstown owns and operates recreational facilities within its corporate boundaries, including the Hagerstown City Park; and

WHEREAS, the Cumberland Valley Model Yacht Club (the "CVMYC") has requested use of the City Park Lake for its model yachting activities; and

WHEREAS, the American Model Yachting Association desires to enter into a User Agreement on behalf of the CVMYC to conduct its model yachting activities at City Park Lake; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to do so;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, as its duly authorized legislative body, as follows:

1. That the foregoing recitals be and are incorporated herein as if restated verbatim.
2. That the User Agreement, a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved and adopted.
3. That the Mayor be and is hereby authorized to execute and deliver the attached City Park Cumberland Valley Model Yacht Club User Agreement, and any other documentation necessary to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By: _____
David S. Gysberts, Mayor

Date of Introduction: August 30, 2016
Date of Passage: August 30, 2016
Effective Date: August 30, 2016

PREPARED BY:
SALVATORE & BOYER, CITY ATTORNEY

**City of Hagerstown
City Park
Cumberland Valley Model Yacht Club
User Agreement**

Date: August 30, 2016

The City of Hagerstown, Maryland, a municipal corporation, referred to in this agreement as "City", and the American Model Yachting Association, on behalf and to the use of the Cumberland Valley Model Yacht Club, referred to in this agreement as "User", in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

- 1. Description of Premises.** City agrees to allow User *non-exclusive use* of the lower lake located in City Park and its perimeter (hereinafter "City Park Lake").

Non-Exclusive Use means that the User has the non-exclusive use Premises without interference, but not sole use. The City may use and may permit the general public access to and use of the Premises.

- 2. Term of Agreement.** The term of this agreement shall be the two (2) years commencing September 1, 2016 through August 31, 2018.

Notwithstanding the foregoing, the City may terminate this agreement at any time upon giving User ninety (90) days written notice, only if the Mayor and Council are required by law, or have determined that it is in the best interests of the Citizens of the City to utilize the Premises for purposes other than recreation or park uses. City may terminate this agreement immediately at any time if User is in violation of this agreement and said violation is not cured within seven (7) days of notice of said violation.

- 3. Renewal.** This Agreement may be renewed for an additional twelve (12) month period upon mutual agreement of the parties

- 4. Rent.** No rent shall be required.

- 5. Use of Premises.** City and User agree that User will be permitted non-exclusive use of the lower lake in City Park. The use shall consist of the operation of model racing sailboats for recreational and competitive purposes, and the conduct of events directly related thereto. No power boats or boats that make noise are permitted. No fee or admission charge may be collected for any event, except for an entry fee for participants in a regional or national regatta.

6. **Program Responsibility.** User has sole responsibility for the use and activities anticipated by this Agreement. The User may not discriminate based on race, color, creed, national origin, or gender in connection with these activities. Authorized members ("Skippers") of User shall be present during use of the premises to ensure compliance with this agreement and all applicable park rules, and to rescue stranded boats as needed.

7. **Ownership of Improvements.** All permanent improvements to the Premises are the property of the City. Permanent improvements or fixtures may not be made or attached to the Premises or any portion thereof without the prior written consent of the City.

8. **Maintenance of Premises.**

- A. **GROUNDS.** User shall maintain the Premises to City standards including sweeping and cleanup of trash upon completion of use. User shall be responsible for retrieving and removing any stuck or downed boats from the lake. City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use.
- B. **RESTROOMS.** City shall clean and maintain any restroom on the Premises that are open for the general public use according to the ordinary operating schedule of the park. No restrooms will be available during winter months.
- C. **PREMISES.** User shall be responsible for any damage caused by the User or its members, guests or participants to buildings and structures that exceeds normal wear and tear
- D. **PARKING.** No parking is provided under this agreement, but public parking is available in parking areas adjacent to the Premises.
- E. **SAFETY.** User assumes full responsibility for inspecting the Premises at the time of its use thereof to ensure that the conditions are safe for the activity planned. User shall be solely and exclusively responsible for the safety of its participants.
- F. **QUIET ENJOYMENT.** User shall refrain from engaging in any activity which interferes with the use of the park or pavilions by other users, or disturbs the wildlife in the park.

9. **Utilities and Services.** Utilities and services shall be provided and paid for by the parties and indicated below:

| <u>Utility/Service</u> | <u>City</u> | <u>User</u> |
|------------------------|-------------|-------------|
| Electricity | ___ | ___ |
| Water/Sewer* | ___ | ___ |
| Natural Gas | ___ | ___ |

Telephone _____
Trash Hauling _____

*Restroom facilities will be provided by the City according to its usual park schedule. No restrooms are available during winter months absent an agreement between the parties for a special event. Additional restroom facilities for User events may be arranged by mutual agreement of the parties. City shall provide a recovery boat for use in disabled boat recovery.

10. Hold Harmless. User will indemnify and hold the City harmless from all loss, liability, costs, or damages that may occur or be claimed with respect to any person or property, as a result of the User's use or maintenance of the Premises, including any act or omission by the User, its Skippers, agents, servants, volunteers, participants, customers, invitees, or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost or damages occurring to the Premises as a result of User's use or maintenance of the Premises.

11. Insurance.

A. **BUILDING AND STRUCTURES.** The City shall provide building and structure insurance in the same manner and amount that it would for any City-owned park structure or facility. Providing this insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. User may carry additional insurance at User's cost if such insurance is available.

B. **GENERAL LIABILITY.** User shall maintain general liability insurance in the amount of \$1,000,000 covering liability arising directly or indirectly from the User's use and maintenance of the Premises. User shall provide to the City a certificate of insurance for the coverage and amount specified above with the City listed as an additional named insured.

User agrees to immediately cease all use of the Premises if its general liability insurance is canceled or expired or if it has reason to believe the insurance is canceled or expired. The User must notify the City immediately in this case.

C. **PERSONALTY.** User is solely responsible for insurance for personal property on the Premises if the User elects such coverage. The City will not provide insurance for any personal property not owned by the City.

12. Damage to Personal Property. User is responsible for all personal property kept, stored, or placed on the Premises in conjunction with the User's use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.

13. Public Requirements. User shall comply with all laws, orders, ordinances, park rules and regulations, permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises, and hold the City harmless from expense or damages resulting from failure to do so. The City hereby modifies and waives the Park Rules to the extent necessary to permit the User's contemplated use of the Premises. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances, nor from any other requirements of law due to title being in the name of the City.

14. Assignment or Sublease. User may not assign this agreement or sublease the Premises.

15. Liens and Encumbrances. User may not encumber the Premises, property, fixtures, or any improvements. This Agreement is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.

16. City Assistance. Nothing in this Agreement shall prohibit the User from requesting the City provide additional services or support nor prohibit the City from providing additional services or support at the sole discretion of the City.

17. Notices. Any notice sent to the parties shall be to the following addresses:

City: City of Hagerstown
Dept. of Engineering & Parks
1 E. Franklin Street
Hagerstown, MD 21740

User:
Jarl Wathne, MD
13004 Blue Ridge Road
Hagerstown, MD 21742

18. Current User Information. User will provide the City the name, home address, and telephone number of all Skippers who have program responsibility pursuant to provision 6 hereof. User will provide an updated list within 30 days of any changes and at the beginning of each calendar year.

19. Default. It shall constitute default if the User fails to use the premises for its intended purpose or fails to abide by the terms of this Agreement. Upon receiving written notice from the City of default, the User shall have seven (7) days to come into compliance with this Agreement, unless a longer period is agreed to by the parties. If the User fails to cure the default after receiving notice, the City may terminate this Agreement immediately.

The parties agree and represent to each other that the undersigned have the authority to accept and sign this Agreement, and do hereby execute this agreement as of the date first above written.

ATTEST:

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

David S. Gysberts, Mayor

WITNESS

USER
AMERICAN MODEL YACHTING
ASSOCIATION

Judith A. Kline
8-24-16

My Comm Exp
7-11-17

[Signature]
Jarl Wathne, MD, Vice Commodore

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Memorandum of Understanding for Marsh Run Multi-Use Trail Project Grant

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

marsh_run_FINAL_design.2016.pdf

Motion_-_Marsh_Run_Trail.pdf

Description

Marsh Run Multi-Use Trail
FINAL Design

Motion



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

August 23, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *Rat*
RE: Marsh Run Multi-Use Trail FINAL Design

=====

We are pleased to report that we received a \$200,000 grant from the Maryland Department of Transportation (MDOT) for the FINAL design of the Marsh Run Trail. This is our first grant from the State's "Transportation Alternatives Program" (TAP) for non-vehicular improvements such as trails. The grant has a financial match and we obtained \$50,000 in Maryland Bikeways funds, so the design is 100% grant funded!

The grant will be used for the final design of a trail from Park Circle (where it meets the proposed Hagerstown Cultural Trail) to Potomac Street. This would be the missing portion of an overall trail from City Park to Municipal Stadium. Obviously the major obstacle is the CSX rail spur. The "work plan" contemplates close coordination with the railroad to provide a tunnel under the rail line.

Earlier "Maryland Bikeways Grants" paid for the preliminary design and helped obtain CSX buy-in. This grant will pay for the final design, including the tunnel under the railroad. When the plans are complete, we will apply for TAP funds for the future construction.

Staff is recommending the Mayor & Council approve the attached draft grant agreement, and authorize staff to proceed with the work.

Staff will be present on Tuesday to answer any questions.

Attachments: * Draft Agreement
RAT:jj
c: Jason Morton

MEMORANDUM OF UNDERSTANDING
for
Marsh Run Multi-Use Trail Project

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed in two originals made and entered into this _____ day of _____ 2016, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the State Highway Administration, hereinafter called "**SHA**," and the Mayor and City Council of Hagerstown, located in Washington County, Maryland, hereinafter called the "**PROJECT SPONSOR**."

WHEREAS, certain funds have been set aside in the Federal funding authorization bill Moving Ahead for Progress in the 21st Century (MAP-21) for the purpose of providing funding for alternatives to the transportation system, hereinafter called the "TRANSPORTATION ALTERNATIVES (TAP) PROGRAM"; and

WHEREAS, in accordance with MAP-21, the Maryland Department of Transportation may reimburse the PROJECT SPONSOR up to an amount not to exceed eighty (80) percent of the eligible expenses of a PROJECT that is part of the TRANSPORTATION ALTERNATIVES PROGRAM, as those terms are hereinafter defined; and

WHEREAS, the PROJECT SPONSOR and SHA desire to undertake the design from 0% to 100% design, which will be used to design a trail of approximately 6,500 lineal feet between the Municipal Stadium and City Park.

WHEREAS, reimbursement of expenses for a PROJECT under the TRANSPORTATION ALTERNATIVES PROGRAM is subject to State and Federal requirements; and

WHEREAS, the PROJECT SPONSOR is required to provide certain funding for the PROJECT; and

WHEREAS, the PROJECT SPONSOR and SHA acknowledge the need to define the responsibilities and obligations of each party with regard to the PROJECT; and

WHEREAS, construction of the PROJECT described in this MOU is in the mutual interest of the parties and of the citizens of Carroll County and the State of Maryland.

WHEREAS, All parties to this MOU shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related

regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. DEFINITIONS

- A. "ACTUAL PROJECT COST" is the total actual cost to develop and construct the PROJECT. The ACTUAL PROJECT COST may be more or less than the ESTIMATED PROJECT COST, and will be determined after the PROJECT has been completed.
- B. "APPLICATION" is the written document submitted by the PROJECT SPONSOR describing the PROJECT.
- C. "AWARD" is the amount of TRANSPORTATION ALTERNATIVES PROGRAM funds allocated for this PROJECT which is SHA's contribution toward the ACTUAL PROJECT COST.
- D. "ESTIMATED PROJECT COST" is the total estimated cost to design, develop, and construct the entire PROJECT. The ESTIMATED PROJECT COST includes, but is not limited to, design, construction, utility relocation, and required right-of-way acquisitions.
- E. "MATCH" is the monetary and non-monetary contribution toward activities directly related to the ACTUAL PROJECT COST. MATCH includes contributions by the PROJECT SPONSOR and can include partners and funding sources other than the TRANSPORTATION ALTERNATIVES PROGRAM. The MATCH shall be at least twenty percent (20%) of the ACTUAL PROJECT COST and must include a cash contribution to construction costs equal to twenty-five percent (25%) of the AWARD. The MATCH may include the monetary value of in-kind services.

II. DESCRIPTION OF PROJECT

The Transportation Alternatives Program is a reimbursable, federally funded program for transportation-related community projects designed to strengthen the intermodal transportation system. TAP supports communities in their development of projects that improve residents' quality of life and enhance their travel experience, regardless of travel mode. The program fosters more choices for travel by providing funding for projects that enhance the cultural, aesthetic, historic and environmental aspects of the intermodal transportation system. The program can also assist with funding for projects that do the following:

- Create pedestrian and bicycle facilities;
- Rehabilitate historic transportation buildings;
- Manage vegetation;

- Construct turnouts and overlooks;
 - Convert abandoned railway corridors into shared-use trails;
 - Mitigate highway runoff; and
 - Provide other non-traditional, transportation-related alternatives to the state transportation system
- A. The PROJECT shall consist of planning and preliminary engineering from 0% to 100% design, which will be used to design a trail of approximately 6,500 lineal feet between the Municipal Stadium and City Park.
- B. PROJECT activities include planning, preliminary engineering and design from 0% to 100%.
- C. Although PROJECT activities under this MOU do not include construction, the Federal Highway Administration requires that construction of the Federal Aid project will be underway within ten (10) years of the execution date of this MOU, on property owned in fee simple by or on perpetual easements held by the PROJECT SPONSOR and in compliance with SHA and Federal guidelines. The constructed Federal Aid project will be owned and maintained by the PROJECT SPONSOR.

III. PROJECT FUNDING

- A. The PROJECT term will be a total of 24 months or 2 years.
- i. Complete engineering design to the 100% stage within two years of the kickoff meeting date.
- B. The AWARD shall not exceed the lesser of \$ 200,000.00, or 80% of eligible ACTUAL PROJECT COSTS.
- C. The ESTIMATED PROJECT COST for the PROJECT is \$250,000.00. The basis for determining the ESTIMATED PROJECT COST is contained in the APPLICATION, included herein by reference.
- D. Only design expenses directly related to eligible TAP activities are eligible for TAP funding.
- E. If the ACTUAL PROJECT COST exceeds the ESTIMATED PROJECT COST, the PROJECT SPONSOR shall be solely responsible for such additional costs. The AWARD shall not be increased to reflect the higher ACTUAL PROJECT COST.
- F. If the ACTUAL PROJECT COST is less than the ESTIMATED PROJECT COST, the AWARD may be reduced to eighty percent (80%).
- G. If the PROJECT cannot be completed as described in MOU then the AWARD will be withdrawn and the PROJECT SPONSOR shall return to SHA all AWARD

monies previously paid to the PROJECT SPONSOR, immediately upon demand by SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to PROJECT non-completion, as stated herein, then SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies paid to the PROJECT SPONSOR.

IV. PROJECT MATCH

- A. The MATCH is estimated to be **\$50,000.00**. All match activities must be directly related to the proposed TAP project.
- B. The MATCH shall include non-federal cash towards ACTUAL PROJECT COST equal to at least twenty percent (20%) of the final AWARD, as contributed towards TAP funded construction activities.
- C. With the exception of National Recreational Trail funds, any funds, grants, or activities paid for in whole or part by the United States Department of Transportation, shall not be used as or considered to be a part of the cash portion of the MATCH. (e.g. Sidewalk Retrofit Program funds, Community Safety and Enhancement funds, Urban Street Reconstruction funds)
- D. The amount of MATCH required for any other funds, grants, or activities paid by SHA, the Maryland Department of Transportation, or the United States Department of Transportation, may not be used as MATCH for the PROJECT.
- E. Items such as right-of-way acquisition and related activities, grant management or the required NEPA work are not eligible for reimbursement or for the cash portion of the MATCH.
- F. Maintenance activities, maintenance equipment and other non-essential PROJECT activities do not qualify as MATCH and are not eligible for reimbursement.

V. PROJECT PAYMENT

- A. SHA shall use the AWARD to reimburse the PROJECT SPONSOR for SHA's share of the ACTUAL PROJECT COST, to include but not be limited to preliminary engineering and design up to 100%.
- B. The PROJECT SPONSOR shall submit to the Transportation Alternative Program Manager copies of paid invoices to show ACTUAL PROJECT COSTS incurred in designing the PROJECT. Invoices shall contain sufficient documentation and proof of payment, in the SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement. Upon arrival, the Transportation Alternatives Manager will forward invoice for approval to the District Engineer.
- C. ACTUAL PROJECT COSTs deemed not eligible for reimbursement by law and/or by SHA shall be deducted from each invoice by the amount of the non-eligible

portion of the expenses. All such non-eligible ACTUAL PROJECT COSTs shall be borne solely by the PROJECT SPONSOR.

- D. If any other funds, grants, or activities paid for by SHA, the Maryland Department of Transportation, or the United States Department of Transportation, are used for ACTUAL PROJECT COSTs, separate invoices must be submitted to SHA.
- E. In the event a portion of the MATCH includes in-kind services, the PROJECT SPONSOR shall certify in writing that the in-kind services have been provided or performed, and shall certify as to their reasonable monetary value.
- F. The PROJECT SPONSOR shall keep written documentation of all ACTUAL PROJECT COSTs, and make the documents available upon request by SHA.
- G. Prior to the final payment of the AWARD by SHA, the PROJECT SPONSOR shall certify in writing (a) that the MATCH has been satisfied, and (b) the actual amount of the MATCH.
- H. SHA shall remit payment to the PROJECT SPONSOR within thirty (30) days following receipt of each invoice, provided:
 - i. the invoice contains all necessary information for processing, in SHA's discretion,
 - ii. no charges are disputed by SHA,
 - iii. the invoice does not cause the AWARD amount to exceed the actual MATCH amount, and
 - iv. the payment of the invoice does not cause the maximum AWARD to be exceeded.
- I. If the Federal Aid project is not under construction within ten (10) years of the date of this MOU is executed, the PROJECT SPONSOR shall return to the SHA all AWARD monies previously paid to the PROJECT SPONSOR immediately upon request by SHA. If the PROJECT SPONSOR fails to return the AWARD monies, then SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies paid to the PROJECT SPONSOR.
- J. Funding of the PROJECT is not a guarantee of future TA funding for any future phases of the PROJECT.

VI. PROJECT REPORTING

- A. Provide quarterly electronic progress reports to SHA in the format that will be supplied by SHA. The report is due to SHA by email the fifth business day of each quarter month, i.e. January – March is due the fifth day of April, April – June is due the fifth day of July, July – October is due the fifth day of November and October – December is due the fifth day of January. Additional reporting may be

needed if PROJECT SPONSOR fails to submit quarterly reports and if PROJECT is falling behind schedule. Right-of-way only project monthly progress reports are required until settlement has occurred.

- B. Request for reimbursement shall be limited to those expenditures made consistent with the provisions of the MOU and the cost principles set forth with the TA program.
- C. Reimbursement extends only to those costs incurred during the period of the PROJECT and for which periodic Reimbursement Reports are submitted no later than one month after the end of the reporting period and in the case of the final Reimbursement Report, one month after the PROJECT period end date.
- D. Reimbursement claims received after that time will be considered for payment on a case-by-case basis with prior written justification explaining the expected delay submitted by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR shall document and certify in writing to SHA that all activities associated with the AWARD have been completed in accordance with State and Federal law and this MOU.
- F. Invoice SHA on a monthly or quarterly basis (after activities have begun) for actual costs incurred and paid by the PROJECT SPONSOR in accomplishing the PROJECT activities. Each invoice shall be accompanied by sufficient documentation, in the sole discretion of the SHA, to evidence actual costs incurred.
 - i. A fully executed MOU needs to be in place prior to any work beginning. Work started prior to a fully executed MOU will be denied.
 - ii. Withhold a five (5) percent retainage from the contractor, calculated on the PROJECT estimated cost, until the project is satisfactorily complete.
 - iii. When design is complete, PROJECT SPONSOR must contact TA Program Manager prior to final invoice and retainage being paid.
 - iv. The final invoice for reimbursement shall include a written certification from the PROJECT SPONSOR to SHA that all activities associated with the TA FUNDING AWARD have been completed in accordance with State and Federal law and this MOU.
- G. SHA will incur no additional responsibility for reimbursement of ACTUAL PROJECT COST after the PROJECT closeout package has been accepted and processed.

VII. PROJECT SPONSOR SHALL

- A. Coordinate and supervise the engineering and design activities in compliance with State and Federal guidelines. This includes, but not limited to, the following:

- i. PROJECT may be completed by SPONSOR's qualified permanent staff on payroll.
 - ii. If PROJECT will not be completed by SPONSOR's permanent staff on payroll, comply with State and Federal Highway procurement requirements to secure a design consultant by coordinating with SHA's Federal Aid Programming Section and Office of Procurement and Contract Management.
- B. Adhere to all State and Federal regulations pertaining to hiring a design consultant or project manager. Obtain approval from SHA prior to hiring a design consultant or project manager.
- C. Prior to issuance of any Request for Proposal (RFP), submit any proposed RFP to SHA for review and approval.
- D. The PROJECT SPONSOR hereby represents and warrants it's compliance with the General Provisions, Terms and Conditions and Technical Requirements, as applicable, and as described within the 2008 edition of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, and all revisions thereto. The manual is viewable via the internet at <http://www.roads.maryland.gov/index.aspx?PageId=689>.
- E. Coordinate and conduct any required public hearings or requests for public input.
- F. PROJECT SPONSOR must comply with the State and Federal procurement requirements as set forth in Section 18.36 Procurement of [49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments](#) or [49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations](#), as applicable.
- G. Prepare and submit to SHA in a timely manner all environmental studies and environmental documentation required for the PROJECT under applicable State and/or Federal law, including but not limited to those required for National Environmental Policy Act (NEPA) approval.
- H. Design the PROJECT to be accessible to individuals with physical disabilities in accordance with Federal and State requirements.
- I. Design for adequate drainage and storm water management as required by State and local requirements.
- J. Withhold a five (5) percent retainage from the design consultant per invoice submitted until the project is satisfactorily complete.
- K. The PROJECT SPONSOR, to the maximum extent permitted by law and in accordance with conditions and procedures in the Local Government Tort Claims

Act, hereby agrees to indemnify, defend and save harmless the State of Maryland, the SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

VI. SHA SHALL:

- A. Provide review and comment on the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR at major design milestones.
- B. Following receipt of all PROJECT documents requiring SHA approval, provide written certification of acceptance of the PROJECT in accordance with Title 23 of Federal requirements, <http://www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm>.
- C. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to SHA for ACTUAL PROJECT COSTS, as determined solely by SHA.
- D. Process the request from the PROJECT SPONSOR for final payment after receiving and approving the completed 100% design package from the PROJECT SPONSOR.
- E. Withhold five (5) percent of the amount of the AWARD, which will be included in the final invoice, until the closeout package is received from the PROJECT SPONSOR and approved by SHA.
- F. Upon receipt and approval of the closeout package, reimburse within 30 days to the PROJECT SPONSOR the five (5) percent withholding of the ACTUAL PROJECT COST.

VIII. GENERAL

- A. This PROJECT is subject to the TRANSPORTATION ALTERNATIVES program Milestone Policy, which is included herein by reference and located online at http://roads.maryland.gov/OPPEN/Milestones_Policy.pdf
- B. In the event that the PROJECT does not meet the provisions of the Milestone Policy and funding is withdrawn,
 - i. all obligations of the SHA with regard to the PROJECT or any withdrawn portion of the PROJECT will cease;
 - ii. SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT;

- iii. the PROJECT term shall begin on the date of the execution of the MOU and shall end on the same month and day *two years later*;
 - iv. All project activities must be completed on or before the end of the PROJECT term;
 - v. if SHA denies the PROJECT SPONSOR's request to extend the advertisement date for all or any part of the PROJECT, SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.
- C. The AWARD for the PROJECT shall be used for the purposes stated in this MOU only and shall not be redirected by the PROJECT SPONSOR for any other purpose.
- D. At the time of the PROJECT close out, any portion of the AWARD not used or needed for the PROJECT shall revert to SHA for distribution to other TRANSPORTATION ALTERNATIVE PROGRAM projects in SHA's sole discretion.
- E. This MOU shall ensure to and be binding upon the parties hereto, their respective agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of SHA, which may be reasonably withheld.
- F. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.
- G. Pursuant to the requirement of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal Aid Highway Safety Act of 1968 (23 USC 22(a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap.
- H. The PROJECT SPONSOR is subject to and shall comply with the above cited requirements and with Title VI of the Civil Rights Act of 1964 (PL88-352), to the end that no person shall, on the ground of political or religious opinion or affiliation, race, creed, sex, national origin or physical/mental handicap, be excluded from participation in, be denied benefits of, or be otherwise subject to any discrimination under this project.
- I. The signatories for the PROJECT SPONSOR certify that the PROJECT SPONSOR will provide a drug-free workplace in accordance with the Federal Drug-Free Workplace Act of 1988 ([49 CFR Part 29 Subpart F](#)).
- J. The PROJECT SPONSOR shall not, nor will it make any award or permit any award (sub-grant or contract) at any tier to any party which is **debarred or**

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 – Debarment and Suspension.

- K. With regard to Federal contracts, grants, loans and cooperative agreements, the signatories for the PROJECT SPONSOR certify to the best of their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.
- L. None of the funds under this MOU will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with FHWA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- M. In accordance with Section 4 of [Executive Order 13513 – Federal Leadership On Reducing Text Messaging While Driving](#), the signatories for the PROJECT SPONSOR will seek to adopt and enforce policies that ban text messaging while driving government-owned vehicles when on official project business or when performing any work for or on behalf of the PROJECT. This includes PROJECT SPONSOR employees and contractors or consultants hired by the PROJECT SPONSOR to perform work on the project.
- N. Pursuant to the requirements of [49 CFR Part 18, Section 18.42 – Retention and Access Requirements for Records](#), the PROJECT activities covered by this MOU are subject to audit. Therefore, all documents and records subject to audit shall be retained by SHA and PROJECT SPONSORS for a minimum of seven (7) years after the final payment has been received. If there is an action resulting from an audit or other action started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues or the end of the seven-year period, whichever is later.
- O. All notices and/or invoices, if to the COUNTY, shall be addressed to:

Mr. Rodney Tissue, City Engineer
City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Phone: 301-733-224
E-mail: rtissue@hagerstownmd.org

If to SHA:

Mr. Stephen Bucy, Assistant District Engineer - Construction
State Highway Administration
1250 Vocke Road
LaVale, MD 21502
Phone 301-729-8411
E-mail: sbucy@sha.state.md.us

All invoices for TRANSPORTATION ALTERNATIVES FUNDING approved for payment shall be forwarded for processing to:

Ms. Jessica Shearer, Transportation Alternatives Program Manager
Regional and Intermodal Planning Division
State Highway Administration
Mail Stop C-502
707 N. Calvert Street
Baltimore MD 21202
Phone: 410-545-5653
Fax: 410-209-5025
E-mail: jshearer@sha.state.md.us

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers, on the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

Witness

By: _____
Gregory C. Johnson, P.E. Date
Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

RECOMMENDED FOR APPROVAL

Assistant Attorney General

Dave Coyne
Deputy Administrator/Chief Engineer
for Operations

Douglas H. Simmons
Deputy Administrator/Chief Engineer for Planning,
Engineering, Real Estate and Environment

Lisa B. Conners, Director
Office of Finance

ATTEST:

**MAYOR and CITY COUNCIL OF
HAGERSTOWN**

Donna Spickler
City Clerk

By:

David S. Gysberts, Mayor Date
Chief of Staff

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Mark Boyer
City Attorney

Valerie Means
City Administrator

APPENDIX A OF THE TITLE VI ASSURANCES

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 Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient or the Federal Highway 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 Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway 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 Recipient or the Federal Highway 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

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:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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, which ensures discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: Approval of a Memorandum of Understanding with the Maryland Department of Transportation (MDOT) for Marsh Run Trail Final Design

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | <u> X </u> |
| Other | _____ |

MOTION: I hereby move to approve a Resolution authorizing the City to enter into a Memorandum of Understanding with the Maryland Department of Transportation to receive a grant in the amount of \$200,000 for the final design of the Marsh Run Trail. This approval is conditioned on the approval of the agreement by the City Attorney.

DATE OF PASSAGE: 8/30/2016

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF A MEMORANDUM OF UNDERSTANDING, FOR THE
MARSH RUN MULT-USE TRAIL PROJECT
BETWEEN THE CITY OF HAGERSTOWN AND
THE MARYLAND DEPARTMENT OF TRANSPORTATION
ACTING ON BEHALF OF THE STATE OF MARYLAND
BY AND THROUGH THE
STATE HIGHWAY ADMINISTRATION**

RECITALS

WHEREAS, the City of Hagerstown, hereinafter referred to as "the City," desires to complete missing portion (i.e. from Park Circle to Potomac Street) of the Marsh Run Multi-Use Trail Project, a non-vehicular trail extending from City Park to Municipal Stadium;

WHEREAS, the City has been approved for a grant from the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the State Highway Administration ("the SHA") to fund 80% of the costs of the design of the missing portion; and

WHEREAS, the remaining 20% of the design costs would be paid by a Maryland Bikeways grant; and

WHEREAS, attached hereto and incorporated herein is a Memorandum of Understanding to fund the design of the missing portion of the Marsh Run Multi-Use Trail Project; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into this Memorandum of Understanding, which has as among its benefits the promotion of the health and wellbeing of the citizens, the improving of the walkability of the City, and improving the aesthetics of the City.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Memorandum of Understanding for Marsh Run Multi-Use Trail Project, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: August 30, 2016

Date of Passage: August 30, 2016

Effective Date: August 30, 2016

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

August 23, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RCT*
RE: Marsh Run Multi-Use Trail FINAL Design

We are pleased to report that we received a \$200,000 grant from the Maryland Department of Transportation (MDOT) for the FINAL design of the Marsh Run Trail. This is our first grant from the State's "Transportation Alternatives Program" (TAP) for non-vehicular improvements such as trails. The grant has a financial match and we obtained \$50,000 in Maryland Bikeways funds, so the design is 100% grant funded!

The grant will be used for the final design of a trail from Park Circle (where it meets the proposed Hagerstown Cultural Trail) to Potomac Street. This would be the missing portion of an overall trail from City Park to Municipal Stadium. Obviously the major obstacle is the CSX rail spur. The "work plan" contemplates close coordination with the railroad to provide a tunnel under the rail line.

Earlier "Maryland Bikeways Grants" paid for the preliminary design and helped obtain CSX buy-in. This grant will pay for the final design, including the tunnel under the railroad. When the plans are complete, we will apply for TAP funds for the future construction.

Staff is recommending the Mayor & Council approve the attached draft grant agreement, and authorize staff to proceed with the work.

Staff will be present on Tuesday to answer any questions.

Attachments: * Draft Agreement
RAT:jj
c: Jason Morton

MEMORANDUM OF UNDERSTANDING
for
Marsh Run Multi-Use Trail Project

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed in two originals made and entered into this _____ day of _____ 2016, by and between the Maryland Department of Transportation acting for and on behalf of the State of Maryland by and through the State Highway Administration, hereinafter called "**SHA**," and the Mayor and City Council of Hagerstown, located in Washington County, Maryland, hereinafter called the "**PROJECT SPONSOR**."

WHEREAS, certain funds have been set aside in the Federal funding authorization bill Moving Ahead for Progress in the 21st Century (MAP-21) for the purpose of providing funding for alternatives to the transportation system, hereinafter called the "**TRANSPORTATION ALTERNATIVES (TAP) PROGRAM**"; and

WHEREAS, in accordance with MAP-21, the Maryland Department of Transportation may reimburse the **PROJECT SPONSOR** up to an amount not to exceed eighty (80) percent of the eligible expenses of a **PROJECT** that is part of the **TRANSPORTATION ALTERNATIVES PROGRAM**, as those terms are hereinafter defined; and

WHEREAS, the **PROJECT SPONSOR** and **SHA** desire to undertake the design from 0% to 100% design, which will be used to design a trail of approximately 6,500 lineal feet between the Municipal Stadium and City Park.

WHEREAS, reimbursement of expenses for a **PROJECT** under the **TRANSPORTATION ALTERNATIVES PROGRAM** is subject to State and Federal requirements; and

WHEREAS, the **PROJECT SPONSOR** is required to provide certain funding for the **PROJECT**; and

WHEREAS, the **PROJECT SPONSOR** and **SHA** acknowledge the need to define the responsibilities and obligations of each party with regard to the **PROJECT**; and

WHEREAS, construction of the **PROJECT** described in this MOU is in the mutual interest of the parties and of the citizens of Carroll County and the State of Maryland.

WHEREAS, All parties to this MOU shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of **SHA's** Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related

regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. DEFINITIONS

- A. "ACTUAL PROJECT COST" is the total actual cost to develop and construct the PROJECT. The ACTUAL PROJECT COST may be more or less than the ESTIMATED PROJECT COST, and will be determined after the PROJECT has been completed.
- B. "APPLICATION" is the written document submitted by the PROJECT SPONSOR describing the PROJECT.
- C. "AWARD" is the amount of TRANSPORTATION ALTERNATIVES PROGRAM funds allocated for this PROJECT which is SHA's contribution toward the ACTUAL PROJECT COST.
- D. "ESTIMATED PROJECT COST" is the total estimated cost to design, develop, and construct the entire PROJECT. The ESTIMATED PROJECT COST includes, but is not limited to, design, construction, utility relocation, and required right-of-way acquisitions.
- E. "MATCH" is the monetary and non-monetary contribution toward activities directly related to the ACTUAL PROJECT COST. MATCH includes contributions by the PROJECT SPONSOR and can include partners and funding sources other than the TRANSPORTATION ALTERNATIVES PROGRAM. The MATCH shall be at least twenty percent (20%) of the ACTUAL PROJECT COST and must include a cash contribution to construction costs equal to twenty-five percent (25%) of the AWARD. The MATCH may include the monetary value of in-kind services.

II. DESCRIPTION OF PROJECT

The Transportation Alternatives Program is a reimbursable, federally funded program for transportation-related community projects designed to strengthen the intermodal transportation system. TAP supports communities in their development of projects that improve residents' quality of life and enhance their travel experience, regardless of travel mode. The program fosters more choices for travel by providing funding for projects that enhance the cultural, aesthetic, historic and environmental aspects of the intermodal transportation system. The program can also assist with funding for projects that do the following:

- Create pedestrian and bicycle facilities;
- Rehabilitate historic transportation buildings;
- Manage vegetation;

- Construct turnouts and overlooks;
 - Convert abandoned railway corridors into shared-use trails;
 - Mitigate highway runoff; and
 - Provide other non-traditional, transportation-related alternatives to the state transportation system
- A. The PROJECT shall consist of planning and preliminary engineering from 0% to 100% design, which will be used to design a trail of approximately 6,500 lineal feet between the Municipal Stadium and City Park.
- B. PROJECT activities include planning, preliminary engineering and design from 0% to 100%.
- C. Although PROJECT activities under this MOU do not include construction, the Federal Highway Administration requires that construction of the Federal Aid project will be underway within ten (10) years of the execution date of this MOU, on property owned in fee simple by or on perpetual easements held by the PROJECT SPONSOR and in compliance with SHA and Federal guidelines. The constructed Federal Aid project will be owned and maintained by the PROJECT SPONSOR.

III. PROJECT FUNDING

- A. The PROJECT term will be a total of 24 months or 2 years.
- i. Complete engineering design to the 100% stage within two years of the kickoff meeting date.
- B. The AWARD shall not exceed the lesser of \$ 200,000.00, or 80% of eligible ACTUAL PROJECT COSTS.
- C. The ESTIMATED PROJECT COST for the PROJECT is \$250,000.00. The basis for determining the ESTIMATED PROJECT COST is contained in the APPLICATION, included herein by reference.
- D. Only design expenses directly related to eligible TAP activities are eligible for TAP funding.
- E. If the ACTUAL PROJECT COST exceeds the ESTIMATED PROJECT COST, the PROJECT SPONSOR shall be solely responsible for such additional costs. The AWARD shall not be increased to reflect the higher ACTUAL PROJECT COST.
- F. If the ACTUAL PROJECT COST is less than the ESTIMATED PROJECT COST, the AWARD may be reduced to eighty percent (80%).
- G. If the PROJECT cannot be completed as described in MOU then the AWARD will be withdrawn and the PROJECT SPONSOR shall return to SHA all AWARD

monies previously paid to the PROJECT SPONSOR, immediately upon demand by SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to PROJECT non-completion, as stated herein, then SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies paid to the PROJECT SPONSOR.

IV. PROJECT MATCH

- A. The MATCH is estimated to be **\$50,000.00**. All match activities must be directly related to the proposed TAP project.
- B. The MATCH shall include non-federal cash towards ACTUAL PROJECT COST equal to at least twenty percent (20%) of the final AWARD, as contributed towards TAP funded construction activities.
- C. With the exception of National Recreational Trail funds, any funds, grants, or activities paid for in whole or part by the United States Department of Transportation, shall not be used as or considered to be a part of the cash portion of the MATCH. (e.g. Sidewalk Retrofit Program funds, Community Safety and Enhancement funds, Urban Street Reconstruction funds)
- D. The amount of MATCH required for any other funds, grants, or activities paid by SHA, the Maryland Department of Transportation, or the United States Department of Transportation, may not be used as MATCH for the PROJECT.
- E. Items such as right-of-way acquisition and related activities, grant management or the required NEPA work are not eligible for reimbursement or for the cash portion of the MATCH.
- F. Maintenance activities, maintenance equipment and other non-essential PROJECT activities do not qualify as MATCH and are not eligible for reimbursement.

V. PROJECT PAYMENT

- A. SHA shall use the AWARD to reimburse the PROJECT SPONSOR for SHA's share of the ACTUAL PROJECT COST, to include but not be limited to preliminary engineering and design up to 100%.
- B. The PROJECT SPONSOR shall submit to the Transportation Alternative Program Manager copies of paid invoices to show ACTUAL PROJECT COSTS incurred in designing the PROJECT. Invoices shall contain sufficient documentation and proof of payment, in the SHA's sole discretion, to evidence actual expenses of items eligible for reimbursement. Upon arrival, the Transportation Alternatives Manager will forward invoice for approval to the District Engineer.
- C. ACTUAL PROJECT COSTs deemed not eligible for reimbursement by law and/or by SHA shall be deducted from each invoice by the amount of the non-eligible

portion of the expenses. All such non-eligible ACTUAL PROJECT COSTs shall be borne solely by the PROJECT SPONSOR.

- D. If any other funds, grants, or activities paid for by SHA, the Maryland Department of Transportation, or the United States Department of Transportation, are used for ACTUAL PROJECT COSTs, separate invoices must be submitted to SHA.
- E. In the event a portion of the MATCH includes in-kind services, the PROJECT SPONSOR shall certify in writing that the in-kind services have been provided or performed, and shall certify as to their reasonable monetary value.
- F. The PROJECT SPONSOR shall keep written documentation of all ACTUAL PROJECT COSTs, and make the documents available upon request by SHA.
- G. Prior to the final payment of the AWARD by SHA, the PROJECT SPONSOR shall certify in writing (a) that the MATCH has been satisfied, and (b) the actual amount of the MATCH.
- H. SHA shall remit payment to the PROJECT SPONSOR within thirty (30) days following receipt of each invoice, provided:
 - i. the invoice contains all necessary information for processing, in SHA's discretion,
 - ii. no charges are disputed by SHA,
 - iii. the invoice does not cause the AWARD amount to exceed the actual MATCH amount, and
 - iv. the payment of the invoice does not cause the maximum AWARD to be exceeded.
- I. If the Federal Aid project is not under construction within ten (10) years of the date of this MOU is executed, the PROJECT SPONSOR shall return to the SHA all AWARD monies previously paid to the PROJECT SPONSOR immediately upon request by SHA. If the PROJECT SPONSOR fails to return the AWARD monies, then SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies paid to the PROJECT SPONSOR.
- J. Funding of the PROJECT is not a guarantee of future TA funding for any future phases of the PROJECT.

VI. PROJECT REPORTING

- A. Provide quarterly electronic progress reports to SHA in the format that will be supplied by SHA. The report is due to SHA by email the fifth business day of each quarter month, i.e. January – March is due the fifth day of April, April – June is due the fifth day of July, July – October is due the fifth day of November and October – December is due the fifth day of January. Additional reporting may be

needed if PROJECT SPONSOR fails to submit quarterly reports and if PROJECT is falling behind schedule. Right-of-way only project monthly progress reports are required until settlement has occurred.

- B. Request for reimbursement shall be limited to those expenditures made consistent with the provisions of the MOU and the cost principles set forth with the TA program.
- C. Reimbursement extends only to those costs incurred during the period of the PROJECT and for which periodic Reimbursement Reports are submitted no later than one month after the end of the reporting period and in the case of the final Reimbursement Report, one month after the PROJECT period end date.
- D. Reimbursement claims received after that time will be considered for payment on a case-by-case basis with prior written justification explaining the expected delay submitted by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR shall document and certify in writing to SHA that all activities associated with the AWARD have been completed in accordance with State and Federal law and this MOU.
- F. Invoice SHA on a monthly or quarterly basis (after activities have begun) for actual costs incurred and paid by the PROJECT SPONSOR in accomplishing the PROJECT activities. Each invoice shall be accompanied by sufficient documentation, in the sole discretion of the SHA, to evidence actual costs incurred.
 - i. A fully executed MOU needs to be in place prior to any work beginning. Work started prior to a fully executed MOU will be denied.
 - ii. Withhold a five (5) percent retainage from the contractor, calculated on the PROJECT estimated cost, until the project is satisfactorily complete.
 - iii. When design is complete, PROJECT SPONSOR must contact TA Program Manager prior to final invoice and retainage being paid.
 - iv. The final invoice for reimbursement shall include a written certification from the PROJECT SPONSOR to SHA that all activities associated with the TA FUNDING AWARD have been completed in accordance with State and Federal law and this MOU.
- G. SHA will incur no additional responsibility for reimbursement of ACTUAL PROJECT COST after the PROJECT closeout package has been accepted and processed.

VII. PROJECT SPONSOR SHALL

- A. Coordinate and supervise the engineering and design activities in compliance with State and Federal guidelines. This includes, but not limited to, the following:

- i. PROJECT may be completed by SPONSOR's qualified permanent staff on payroll.
 - ii. If PROJECT will not be completed by SPONSOR's permanent staff on payroll, comply with State and Federal Highway procurement requirements to secure a design consultant by coordinating with SHA's Federal Aid Programming Section and Office of Procurement and Contract Management.
- B. Adhere to all State and Federal regulations pertaining to hiring a design consultant or project manager. Obtain approval from SHA prior to hiring a design consultant or project manager.
- C. Prior to issuance of any Request for Proposal (RFP), submit any proposed RFP to SHA for review and approval.
- D. The PROJECT SPONSOR hereby represents and warrants it's compliance with the General Provisions, Terms and Conditions and Technical Requirements, as applicable, and as described within the 2008 edition of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials, and all revisions thereto. The manual is viewable via the internet at <http://www.roads.maryland.gov/index.aspx?PageId=689>.
- E. Coordinate and conduct any required public hearings or requests for public input.
- F. PROJECT SPONSOR must comply with the State and Federal procurement requirements as set forth in Section 18.36 Procurement of 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations, as applicable.
- G. Prepare and submit to SHA in a timely manner all environmental studies and environmental documentation required for the PROJECT under applicable State and/or Federal law, including but not limited to those required for National Environmental Policy Act (NEPA) approval.
- H. Design the PROJECT to be accessible to individuals with physical disabilities in accordance with Federal and State requirements.
- I. Design for adequate drainage and storm water management as required by State and local requirements.
- J. Withhold a five (5) percent retainage from the design consultant per invoice submitted until the project is satisfactorily complete.
- K. The PROJECT SPONSOR, to the maximum extent permitted by law and in accordance with conditions and procedures in the Local Government Tort Claims

Act, hereby agrees to indemnify, defend and save harmless the State of Maryland, the SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

VI. SHA SHALL:

- A. Provide review and comment on the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR at major design milestones.
- B. Following receipt of all PROJECT documents requiring SHA approval, provide written certification of acceptance of the PROJECT in accordance with Title 23 of Federal requirements, <http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm>.
- C. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to SHA for ACTUAL PROJECT COSTS, as determined solely by SHA.
- D. Process the request from the PROJECT SPONSOR for final payment after receiving and approving the completed 100% design package from the PROJECT SPONSOR.
- E. Withhold five (5) percent of the amount of the AWARD, which will be included in the final invoice, until the closeout package is received from the PROJECT SPONSOR and approved by SHA.
- F. Upon receipt and approval of the closeout package, reimburse within 30 days to the PROJECT SPONSOR the five (5) percent withholding of the ACTUAL PROJECT COST.

VIII. GENERAL

- A. This PROJECT is subject to the TRANSPORTATION ALTERNATIVES program Milestone Policy, which is included herein by reference and located online at http://roads.maryland.gov/OPPEN/Milestones_Policy.pdf
- B. In the event that the PROJECT does not meet the provisions of the Milestone Policy and funding is withdrawn,
 - i. all obligations of the SHA with regard to the PROJECT or any withdrawn portion of the PROJECT will cease;
 - ii. SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT;

- iii. the PROJECT term shall begin on the date of the execution of the MOU and shall end on the same month and day *two years later*;
 - iv. All project activities must be completed on or before the end of the PROJECT term;
 - v. if SHA denies the PROJECT SPONSOR's request to extend the advertisement date for all or any part of the PROJECT, SHA shall not be liable for any expenses of any kind incurred by the PROJECT SPONSOR with respect to all or any part of the PROJECT.
- C. The AWARD for the PROJECT shall be used for the purposes stated in this MOU only and shall not be redirected by the PROJECT SPONSOR for any other purpose.
- D. At the time of the PROJECT close out, any portion of the AWARD not used or needed for the PROJECT shall revert to SHA for distribution to other TRANSPORTATION ALTERNATIVE PROGRAM projects in SHA's sole discretion.
- E. This MOU shall ensure to and be binding upon the parties hereto, their respective agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of SHA, which may be reasonably withheld.
- F. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.
- G. Pursuant to the requirement of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal Aid Highway Safety Act of 1968 (23 USC 22(a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap.
- H. The PROJECT SPONSOR is subject to and shall comply with the above cited requirements and with Title VI of the Civil Rights Act of 1964 (PL88-352), to the end that no person shall, on the ground of political or religious opinion or affiliation, race, creed, sex, national origin or physical/mental handicap, be excluded from participation in, be denied benefits of, or be otherwise subject to any discrimination under this project.
- I. The signatories for the PROJECT SPONSOR certify that the PROJECT SPONSOR will provide a drug-free workplace in accordance with the Federal Drug-Free Workplace Act of 1988 (49 CFR Part 29 Subpart F).
- J. The PROJECT SPONSOR shall not, nor will it make any award or permit any award (sub-grant or contract) at any tier to any party which is **debarred or**

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 – Debarment and Suspension.

- K. With regard to Federal contracts, grants, loans and cooperative agreements, the signatories for the PROJECT SPONSOR certify to the best of their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.
- L. None of the funds under this MOU will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with FHWA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- M. In accordance with Section 4 of Executive Order 13513 – Federal Leadership On Reducing Text Messaging While Driving, the signatories for the PROJECT SPONSOR will seek to adopt and enforce policies that ban text messaging while driving government-owned vehicles when on official project business or when performing any work for or on behalf of the PROJECT. This includes PROJECT SPONSOR employees and contractors or consultants hired by the PROJECT SPONSOR to perform work on the project.
- N. Pursuant to the requirements of 49 CFR Part 18, Section 18.42 – Retention and Access Requirements for Records, the PROJECT activities covered by this MOU are subject to audit. Therefore, all documents and records subject to audit shall be retained by SHA and PROJECT SPONSORS for a minimum of seven (7) years after the final payment has been received. If there is an action resulting from an audit or other action started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues or the end of the seven-year period, whichever is later.
- O. All notices and/or invoices, if to the COUNTY, shall be addressed to:

Mr. Rodney Tissue, City Engineer
City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Phone: 301-733-224
E-mail: rtissue@hagerstownmd.org

If to SHA:

Mr. Stephen Bucy, Assistant District Engineer - Construction
State Highway Administration
1250 Vocke Road
LaVale, MD 21502
Phone 301-729-8411
E-mail: sbucy@sha.state.md.us

All invoices for TRANSPORTATION ALTERNATIVES FUNDING approved for payment shall be forwarded for processing to:

Ms. Jessica Shearer, Transportation Alternatives Program Manager
Regional and Intermodal Planning Division
State Highway Administration
Mail Stop C-502
707 N. Calvert Street
Baltimore MD 21202
Phone: 410-545-5653
Fax: 410-209-5025
E-mail: jshearer@sha.state.md.us

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their proper and duly authorized officers, on the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

Witness

By: _____
Gregory C. Johnson, P.E. Date
Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

RECOMMENDED FOR APPROVAL

Assistant Attorney General

Dave Coyne
Deputy Administrator/Chief Engineer
for Operations

Douglas H. Simmons
Deputy Administrator/Chief Engineer for Planning,
Engineering, Real Estate and Environment

Lisa B. Conners, Director
Office of Finance

ATTEST:

**MAYOR and CITY COUNCIL OF
HAGERSTOWN**

Donna Spickler
City Clerk

By:

David S. Gysberts, Mayor
Chief of Staff

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Mark Boyer
City Attorney

Valerie Means
City Administrator

APPENDIX A OF THE TITLE VI ASSURANCES

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 Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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 Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient or the Federal Highway 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 Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway 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 Recipient or the Federal Highway 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

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:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Pl. 100-209), (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, which 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 (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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, which ensures discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of the Hagerstown Suns Fireworks Show for September 9, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

motion.suns_fireworks.2016.pdf

Description

Approval of the Hagerstown
Suns Fireworks Show for
September 9th

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 30, 2016

TOPIC: Approval of the Hagerstown Suns Fireworks Show for September 9th

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | _____ |
| Other | <u> X </u> |

MOTION: I hereby move for Mayor and Council approval of one additional fireworks show for Friday, September 9th following the South Atlantic League playoff game. The Mayor and Council's approval will exempt the event from the City of Hagerstown's Noise Ordinance under section 155-3 of the City Code.

DATE OF PASSAGE: 8/30/2016

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Contract: Renewal of Support for Tyler/MUNIS - Tyler Technologies, Inc. (Dallas, TX)
\$ 191,600.31

Mayor and City Council Action Required:

Discussion:

Yearly operating system database administrative support and licensing renewal for the MUNIS financial management system used by the City since 2008.

Financial Impact:

Budgeted in FY17

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Agenda_TYLER_ANNUAL_SUPPORT_FY17.doc
Motion_-_MUNIS.pdf

Description

Consent Agenda Form
Motion

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of August 30, 2016**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: IT & Support Services By: Scott Nicewarner, Director
Account Number: 0107200-537702 Account / Project Name: MUNIS Maintenance Renew
Budget Amount: \$ _____ Account Balance: \$301,087 Year: 16/17 CIP Control No. _____
Unbudgeted \$: \$0.00 Source of Funds: General Fund

| Quantity | Description | Value |
|----------|--|---------------|
| 1 | OSDBA Support | \$30,000 |
| 1 | Support and Update Licensing for all Installed Modules | \$ 161,600.31 |
| | | |

TOTAL VALUE OF PROJECT: \$191,600.31

ABOVE TO BE USED FOR:

Annual renewal for support and licensing for all modules of the Tyler/MUNIS Financial System installed in 2008.

Recommended Vendor:

Business Name: Tyler Technologies, Inc.
Address: P.O. Box 203556
City, State: Dallas, TX 75320-3556
Bid/Proposal/Quote No.: _____

| OTHER VENDORS: | | |
|--|------------|--------------|
| Firm | City/State | Total Amount |
| THIS IS A SOLE SOURCE DUE TO PROPRIETARY SOFTWARE. | | |
| | | |
| | | |
| | | |

(1) Department Manager

Annual renewal of licensing and support for the City's financial system crucial to maintaining operations of the system.

Scott A. McQuinn

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: August 30, 2016

TOPIC: Approval to Renew Annual Maintenance Contract for the MUNIS Municipal Financial System Software with Tyler Technologies, Inc.

| | |
|--------------------------|---------------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | _____ |
| Other | <u> X </u> |

MOTION: I hereby move for approval of the renewal of the maintenance contract for support of the MUNIS Municipal Financial System software with Tyler Technologies, Inc. The cost of the renewal is \$191,600.31, including \$30,000.00 for database administrative support, and \$161,600.31 for support and update licensing for 27 program modules in use by City staff.

DATE OF PASSAGE: August 30, 2016

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of August 30, 2016**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: IT & Support Services By: Scott Nicewarner, Director
Account Number: 0107200-537702 Account / Project Name: MUNIS Maintenance Renew
Budget Amount: \$ 307,287 Account Balance: \$301,087 Year: 16/17 CIP Control No. _____
Unbudgeted \$: \$0.00 Source of Funds: General Fund

| Quantity | Description | Value |
|----------|--|---------------|
| 1 | OSDBA Support | \$30,000 |
| 1 | Support and Update Licensing for all Installed Modules | \$ 161,600.31 |
| | | |

TOTAL VALUE OF PROJECT: \$191,600.31 ①

ABOVE TO BE USED FOR:

Annual renewal for support and licensing for all modules of the Tyler/MUNIS Financial System installed in 2008.

Recommended Vendor:

Business Name: Tyler Technologies, Inc.
Address: P.O. Box 203556
City, State: Dallas, TX 75320-3556
Bid/Proposal/Quote No.: _____

| OTHER VENDORS: | | |
|--|------------|--------------|
| Firm | City/State | Total Amount |
| THIS IS A SOLE SOURCE DUE TO PROPRIETARY SOFTWARE. | | |
| | | |
| | | |
| | | |

(1) Department Manager

Annual renewal of licensing and support for the City's financial system crucial to maintaining operations of the system.

Scott A. Nicewander

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Joseph L. Miller

8/16/16

Signature / Date

(3) Finance Manager:

Recommend approval.

Michelle H. H. H.

8/16/16

Signature / Date

(4) City Administrator's Recommendation:

Approval

Vilma A. Miller
8/17/16

Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Transfer of Closed Circuit TV Pipe Inspection Vehicle to Washington County Department of Water Quality

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Motion for Transfer of CCTV Vehicle

Discussion:

I hereby move for Mayor and Council approval of the Hagerstown Utilities Department transfer of the 2006 Closed Circuit TV Pipe Inspection Vehicle to the Washington County Department of Water Quality for the lump sum price of \$50,000.00. The Department of Utilities, Wastewater Division responded to Invitation to Bid, BID NO. PUR-1321, issued on behalf of the Washington County Board of County Commissioners and submitted the accepted lump sum Price of \$50,000.00 (fifty thousand dollars). This vehicle was no longer required in the Collections Department and was sold to help pay for the replacement of Vehicle 508.

Financial Impact:

\$50,000 received into the Wastewater Fund

Recommendation:

Staff recommended approval

Motion:

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: August 30, 2016

TOPIC: Approval for Transfer of Closed Circuit TV Pipe Inspection Vehicle to Washington County Department of Water Quality

| | |
|-------------------|---|
| Charter Amendment | ? |
| Code Amendment | ? |
| Ordinance | ? |

| | |
|------------|---|
| Resolution | ? |
| Other | ! |

MOTION: I hereby move for Mayor and Council approval of the Hagerstown Utilities Department transfer of 2006 Closed Circuit TV Pipe Inspection Vehicle to the Washington County Department of Water Quality for the lump sum price of \$50,000.00. The Department of Utilities, Wastewater Division responded to Invitation to Bid, BID NO. PUR-1321, issued on behalf of the Washington County Board of County Commissioners and submitted the accepted lump sum Price of \$50,000.00 (fifty thousand dollars). This vehicle was no longer required in the Collections Department and was sold to help pay for the replacement of Vehicle 508.

DATE OF INTRODUCTION: 8/30/16

DATE OF PASSAGE: 8/30/16

EFFECTIVE DATE: 8/30/16

Action Dates:

Regular Session 083016

ATTACHMENTS:

File Name

Description

Wastewater_Division_Motion_for_Transfer_of_CCTV_Vehicle_083016.doc

Wastewater
Division Motion
for Transfer of
CCTV Vehicle
083016

Wastewater_Division_CCTV_Vehicle_Transfer_Award_WASHCO_083016.pdf

Wastewater
Division CCTV
Vehicle Transfer
Award WASHCO
083016

Wastewater_Division_CCTV_Vehicle_Transfer_WASHCO_083016.pdf

Wastewater
Division CCTV
Vehicle Transfer
WASHCO
083016

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: Approval for Transfer of Closed Circuit TV Pipe Inspection Vehicle to Washington County Department of Water Quality

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move for Mayor and Council approval of the Hagerstown Utilities Department transfer of the 2006 Closed Circuit TV Pipe Inspection Vehicle to the Washington County Department of Water Quality for the lump sum price of \$50,000.00. The Department of Utilities, Wastewater Division responded to Invitation to Bid, BID NO. PUR-1321, issued on behalf of the Washington County Board of County Commissioners and submitted the accepted lump sum Price of \$50,000.00 (fifty thousand dollars). This vehicle was no longer required in the Collections Department and was sold to help pay for the replacement of Vehicle 508.

DATE OF INTRODUCTION: 8/30/16

DATE OF PASSAGE: 8/30/16

EFFECTIVE DATE: 8/30/16



Washington County
M A R Y L A N D
PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

August 8, 2016

Mr. Joseph W. Moss
WW Operations Manager
City of Hagerstown
One Clean Water Circle
Hagerstown, MD 21740

RE: One (1) 2006 or Later Production Model Closed Circuit TV Pipe Inspection Vehicle
(PUR-1321)

Dear Mr. Moss:

At the regular meeting of the Board of County Commissioners of Washington County, Maryland, on Tuesday, July 26, 2016, the contract for the purchase of One (1) Closed Circuit TV Pipe Inspection Vehicle was awarded to the responsible, responsive bidder, City of Hagerstown, for the Total Sum Bid of \$50,000.00.

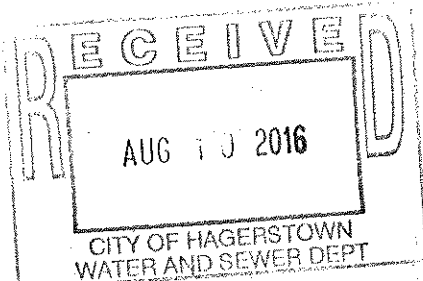
A Purchase order will be issued to you under separate cover. All communication regarding this purchase is to be directed to Rocky Bishop, Superintendent – Chief of Maintenance. Thank you for participating in the bidding process and for your interest in serving Washington County, Maryland.

Sincerely,

Karen R. Luther, CPPO
Director of Purchasing

KRL/rmm

cc (email): Dan Divito, Deputy Director – Department of Water Quality
Rocky Bishop, Superintendent, Chief of Maintenance – Department of Water Quality



100 West Washington Street, Room 320 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331 | TDD: 7-1-1

Purchase Order

WASHINGTON COUNTY

PURCHASING DEPARTMENT, WASH COUNTY
100 W WASHINGTON ST
ROOM 320
HAGERSTOWN MD 21740

Dispatch via Print

| Purchase Order | Date | Revision | Page |
|------------------|--------------------------------|----------|------|
| WASCO-0000020909 | 08/09/2016 | | 1 |
| Payment Terms | Freight Terms | Ship Via | |
| Due Now | Freight/Shipping incl in price | Best Way | |
| Buyer | Phone | Currency | |
| BRANDI NAUGLE | 240/313-2337 | USD | |

Vendor: 0000012717

CITY OF HAGERSTOWN - WATER & SEWER DEPT
1 Clean Water Circle
Hagerstown MD 21740

Ship To: DEPT OF WATER QUALITY ADMIN BLDG
16232 ELLIOTT PARKWAY
WILLIAMSPORT MD 21795

Fax: 301/733-7482

Bill To: DEPT OF WATER QUALITY ADMIN BLDG
16232 ELLIOTT PARKWAY
WILLIAMSPORT MD 21795

| Tax Exempt? Y | | Tax Exempt ID: 3000129 2 | | Replenishment Option: Standard | | | | |
|----------------|---|--------------------------|----------|--------------------------------|-----------|--------------|------------|--|
| Line-Sch | Item/Description | Mfg ID | Quantity | UOM | PO Price | Extended Amt | Due Date | |
| 1- 1 | Closed Circuit TV Pipe Inspection Vehicle | | 1.00 | EA | 50,000.00 | 50,000.00 | 09/22/2016 | |
| Schedule Total | | | | | | 50,000.00 | | |
| Item Total | | | | | | 50,000.00 | | |

Per contract PUR-1321 granted by the Washington County Commissioners on Tuesday, July 28, 2016, the contract for the purchase of One (1) Closed Circuit TV Pipe Inspection Vehicle (2006 Sprinter van, mileage 39,000) was awarded to the responsible, responsive bidder, City of Hagerstown, for the Total Sum Bid of \$50,000.00.

Mr. Joseph W. Moss
VW Operations Manager
City of Hagerstown
One Clean Water Circle
Hagerstown, MD. 21740
301-739-8577

DO NOT SEND TO VENDOR

Total PO Amount 50,000.00

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.

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.

Authorized Signature

8/9/16
Karen R. Butler

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Contract: Lagoon Cleaning and Maintenance - Synagro Central, LLC (Baltimore, MD)
\$ 160,000.00

Mayor and City Council Action Required:

Recommended approval of the Water Division Motion for Synagro RC Willson Lagoon Cleaning Contract Extension

Discussion:

This attached documentation and associated recommendation is to exercise our second of two annual renewal options identified in our existing contract with Synagro. The City entered into a contract with Synagro in September 2012 for the removal and land application of water plant residuals. Synagro has not requested an increase in the unit cost (email attached).

The R.C. Willson Water Treatment Plant is required as part of our National Pollution Discharge Elimination Permit (NPDES Permit) to manage and maintain the water production process wastewater lagoon in accordance with all Federal Clean Water Act provisions.

The conventional water treatment process generates process wastewater primarily from the sedimentation basins and backwash recycle. This process wastewater is conveyed to the lagoon to allow for sedimentation of the removed solids. The clear water is discharged back into the Potomac River upstream of the Plant intake. In order to maintain lagoon capacity and ensure proper treatment of the potable water, the settled solids (water plant residuals) must be removed from the lagoon.

The water plant residuals are registered with the Maryland Department of Agriculture as a soil conditioner and as such can be transported to and land applied on agricultural land. The Plant generates approximately 3 to 4 million gallons of residuals annually. Removal typically occurs twice annually (spring and fall) to help ensure lagoon capacity.

The management plan submitted by Synagro Central, LLC will allow the City to remove and land apply all residuals in a manner that is consistent and compliant with all applicable regulations – Maryland Department of the Environment NPDES Permit and Maryland Department of Agriculture Soil Conditioner and Nutrient Management Planning.

Financial Impact:

Acct. # 52-70501-5329 currently has \$188,000 of remaining funds for FY17

Recommendation:

Staff recommended approval

Motion:

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: August 30, 2016

TOPIC: Approval of a Water Division Motion – R.C. Willson Water Treatment Plant Lagoon Cleaning and Maintenance.

| | |
|-------------------|---|
| Charter Amendment | ? |
| Code Amendment | ? |
| Ordinance | ? |
| Resolution | ? |
| Other | ! |

MOTION: I hereby move that the Mayor and City Council approve the one year extension of the contract with Synagro Central, LLC to provide residual removal services for \$0.04 per gallon with an estimated annual expenditure of \$160,000.00 (one hundred sixty thousand dollars) of Water Division operating funds. Actual cost will be determined by the volume of required residual removal to ascertain compliance with the Clean Water Act NPDES Permit requirements. This contract shall be in effect for one year and is the final renewal identified in the existing contract.

DATE OF INTRODUCTION: 8/30/16

DATE OF PASSAGE: 8/30/16

EFFECTIVE DATE: 8/30/16

Action Dates:

Regular Session 08/30/16

ATTACHMENTS:

File Name

Description

Water Division

| | |
|--|--|
| Water_Division_Motion_for_Synagro_RC_Willson_Lagoon_083016.docx | Motion for Synagro RC Willson Lagoon 083016 |
| Water_Division_Consent_Form_Synagro_RC_Willson_Lagoon_083016.pdf | Water Division Consent Form Synagro RC Willson Lagoon 083016 |
| Water_Division_Memo_for_Synagro_RC_Willson_Lagoon_083016.docx | Water Division Memo for Synagro RC Willson Lagoon 083016 |
| Motion_-_R.C._Willson.pdf | Motion |

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: Approval of a Water Division Motion – R.C. Willson Water Treatment Plant Lagoon Cleaning and Maintenance.

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move that the Mayor and City Council approve the one year extension of the contract with Synagro Central, LLC to provide residual removal services for \$0.04 per gallon with an estimated annual expenditure of \$160,000.00 (one hundred sixty thousand dollars) of Water Division operating funds. Actual cost will be determined by the volume of required residual removal to ascertain compliance with the Clean Water Act NPDES Permit requirements. This contract shall be in effect for one year and is the final renewal identified in the existing contract.

DATE OF INTRODUCTION: 8/30/16
DATE OF PASSAGE: 8/30/16
EFFECTIVE DATE: 8/30/16

| | |
|-----------------|---|
| Approval For: | |
| Consent Agenda: | |
| New Business: | X |

| | | | |
|---|--|---------------------------|-------------------------|
| Originating Department: Water Department | | By: Nancy Hausrath | |
| Account Number: 52-70501-5329 | Account/Project Name: Contracted Services | | |
| Account Number: | Account/Project Name: | | |
| Budget Amount: FY17 \$ 200,000 | Account Balance: \$ 188,000 | Year: FY17 | CIP Control No.: |
| | Account Balance: | Year: | CIP Control No.: |
| Unbudgeted: | Source Of Funds: Water Fund | | |

| Quantity | Description | Value |
|-----------------------|---------------------------------|---------------|
| 4,000,000 (estimated) | Lagoon Cleaning and Maintenance | \$ 160,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | \$ 160,000.00 |

Cleaning and maintenance of the Process Wastewater Lagoons at the R.C. Willson Water Treatment Plant. Contract is for three years with the option to renew for two additional 1-year periods under mutually agreeable terms. This Consent Agenda Approval is for the first one-year extension permitted in the contract. Note that Synago did not increase the cost for FY17. The cost remains at \$0.04 per gallon. Contract spans two fiscal years - adequate funds are available in this budget to cover this service.

| |
|---|
| Business Name: Synagro Central, LLC |
| Address: 435 Williams Court, Suite 100 |
| City, State: Baltimore, MD 21224 |
| Proposal/Quote No.: Bid 1523.12 |

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Cleaning and maintenance of the Process Wastewater Lagoon at the R.C. Willson Water Treatment Plant. Contract is for three years with the option to renew for two additional 1-year periods under mutually agreeable terms. This Consent Agenda Approval is for the second one-year extension permitted in the contract. Note that there is no unit cost increase for FY17/FY18. Contract spans two fiscal years - adequate funds are available in this budget to cover this service.



Water Operations Manager

August 15, 2016

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

CITY OF HAGERSTOWN



DEPARTMENT OF UTILITIES

425 East Baltimore Street
Hagerstown, MD 21740-6105

51 West Memorial Blvd
Hagerstown, MD 21740-6848

Memorandum

To: Valerie Means, City Administrator
From: Michael Spiker, Director of Utilities
Nancy Hausrath, Water Operations Manager
RE: R.C. Willson Water Treatment Plant
Lagoon Cleaning and Maintenance
Date: August 15, 2016

This attached documentation and associated recommendation is to exercise our second of two annual renewal options identified in our existing contract with Synagro. The City entered into a contract with Synagro in September 2012 for the removal and land application of water plant residuals. Synagro has not requested an increase in the unit cost (email attached).

The R.C. Willson Water Treatment Plant is required as part of our National Pollution Discharge Elimination Permit (NPDES Permit) to manage and maintain the water production process wastewater lagoon in accordance with all Federal Clean Water Act provisions.

The conventional water treatment process generates process wastewater primarily from the sedimentation basins and backwash recycle. This process wastewater is conveyed to the lagoon to allow for sedimentation of the removed solids. The clear water is discharged back into the Potomac River upstream of the Plant intake. In order to maintain lagoon capacity and ensure proper treatment of the potable water, the settled solids (water plant residuals) must be removed from the lagoon.

The water plant residuals are registered with the Maryland Department of Agriculture as a soil conditioner and as such can be transported to and land applied on agricultural land. The Plant generates approximately 3 to 4 million gallons of residuals annually. Removal typically occurs twice annually (spring and fall) to help ensure lagoon capacity.

The management plan submitted by Synagro Central, LLC will allow the City to remove and land apply all residuals in a manner that is consistent and compliant with all applicable regulations – Maryland Department of the Environment NPDES Permit and Maryland Department of Agriculture Soil Conditioner and Nutrient Management Planning.

From: Emil Kneis <ekneis@SYNAGRO.com>
To: Nancy Hausrath
Cc: Richard Hushon
Subject: Water Treatment Plant Residuals Contract

Sent: Tue 5/10/2016 8:14

Hello Nancy,

I hope all is well with you. I am contacting you at this time regarding Contract No. B1523.12 for Removal, Transportation & Disposal of Water Treatment Plant Residuals which began on August 1, 2012. Synagro would be pleased to exercise the available renewal to extend the current contract for an additional year beginning August 1, 2016 through July 31, 2017. The price will remain the same at \$.04 per gallon removed.

Please feel free to contact me with any questions or if you need additional information from me.

Regards,

Emil Kneis
410-688-4438



Your Partner for a cleaner, **greener** world

Emil Kneis
Business Development Representative
435 Williams Court Suite 100 Baltimore, MD 21220
O: 1-410-688-4438
ekneis@SYNAGRO.com | www.synagro.com
[Facebook](#) | [Twitter](#) | [LinkedIn](#)

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: Approval of a Water Division Motion – R.C. Willson Water Treatment Plant Lagoon Cleaning and Maintenance.

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move that the Mayor and City Council approve the one year extension of the contract with Synagro Central, LLC to provide residual removal services for \$0.04 per gallon with an estimated annual expenditure of \$160,000.00 (one hundred sixty thousand dollars) of Water Division operating funds. Actual cost will be determined by the volume of required residual removal to ascertain compliance with the Clean Water Act NPDES Permit requirements. This contract shall be in effect for one year and is the final renewal identified in the existing contract.

DATE OF INTRODUCTION: 8/30/16
DATE OF PASSAGE: 8/30/16
EFFECTIVE DATE: 8/30/16

| | |
|-----------------|---|
| Approval For: | |
| Consent Agenda: | |
| New Business: | X |

| Quantity | Description | Value |
|-----------------------|---------------------------------|---------------|
| 4,000,000 (estimated) | Lagoon Cleaning and Maintenance | \$ 160,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL | \$ 160,000.00 |

Cleaning and maintenance of the Process Wastewater Lagoons at the R.C. Willson Water Treatment Plant. Contract is for three years with the option to renew for two additional 1-year periods under mutually agreeable terms. This Consent Agenda Approval is for the first one-year extension permitted in the contract. Note that Synago did not increase the cost for FY17. The cost remains at \$0.04 per gallon. Contract spans two fiscal years - adequate funds are available in this budget to cover this service.

| |
|---|
| Business Name: <u>Synagro Central, LLC</u> |
| Address: <u>435 Williams Court, Suite 100</u> |
| City, State: <u>Baltimore, MD 21224</u> |
| Proposal/Quote No.: <u>Bid 1523.12</u> |

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Cleaning and maintenance of the Process Wastewater Lagoon at the R.C. Willson Water Treatment Plant. Contract is for three years with the option to renew for two additional 1-year periods under mutually agreeable terms. This Consent Agenda Approval is for the second one-year extension permitted in the contract. Note that there is no unit cost increase for FY17/FY18. Contract spans two fiscal years - adequate funds are available in this budget to cover this service.

Nancy Hausnath

Water Operations Manager

August 15, 2016

Date

Finance Department:

Recommend Approval.

Janet Miller

Signature

8/16/16

Date

Finance Manager:

Recommend approval.

Michelle Hefner

Signature

8/16/16

Date

City Administrator's Recommendation:

Approval

Valerie A. Means

Signature

8/17/16

Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Contract for R. C. Willson Water Treatment Plant Phase IV Improvements - Close-out (Hazen and Sawyer Environmental Engineers and Scientists (Baltimore, MD) \$ 217,274.00

Mayor and City Council Action Required:

Requested approval of the Water Division Hazen & Sawyer Change Order 4 for the Traveling Screens and Tank Mixing Systems in the amount of \$217,274.00.

Discussion:

Per our discussion at the July 19, 2016 Mayor and Council meeting regarding the replacement of the traveling screens at the R.C. Willson Plant and the installation of tank mixing systems at the West End, Orchard, Mack, and Smithsburg tanks, staff is pleased to present the engineering proposal in the amount of \$217,274 from Hazen and Sawyer for design and planning services. The proposal also includes engineering services for the completion of a new hazard analysis required by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, including an update of the Risk Management Plan and OSHA Process Safety Management.

The project includes the replacement of the existing traveling screens at the R.C. Willson Water Treatment Plant and the installation of tank mixing system in four finished water tanks throughout the water distribution system. The existing traveling screens at Willson were installed and placed into service in 1976 – emergency repairs have been and continue to be made to keep the screens operable until they can be replaced. This project will allow for better solids removal from the raw water supply and minimize and/or eliminate disinfectant by-product formation and nitrification in the distribution system. To continue to achieve compliance with the Stage 2 DBPR2, this project builds on the existing work that has been completed in the Phase IV-A and Phase IV-B improvements at the R.C. Willson Plant. This project will also address future concerns regarding nitrification in the water distribution system with the conversion to chloramines in August 2015 as a secondary disinfectant.

Upon completion of this project, the Water Division will increase the effective removal of organic material from the raw water supply and provide protection from large organics, which may disable the low service pumps. The project will also increase water quality in the distribution system by reducing water age, TTHM formation, and nitrification while helping address Public Health concerns by reducing TTHM formation potential and nitrification. Finally, this project will ensure continued compliance with The Bioterrorism Act of 2002.

Utility Department staff is recommending Mayor and Council approval of the proposal from Hazen and Sawyer for the engineering services described in this memorandum and detailed in the attached proposal. Also included in this memorandum is the Capital Improvement Summaries from the FY17 approved Budget.

Should you have questions or require additional information, please let us know.

Financial Impact:

Account #'s 52-85001-5892-C0863 and 52-85001-5892-C0651 currently have \$1.37M funded for FY17

Recommendation:

Staff recommended approval

Motion:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: August 30, 2016

TOPIC: Approval of a Water Division Motion – Traveling Screens and Tank Mixing System Engineering Services by Hazen and Sawyer

| | |
|-------------------|---|
| Charter Amendment | ? |
| Code Amendment | ? |
| Ordinance | ? |
| Resolution | ? |
| Other | ! |

MOTION: I hereby move that the Mayor and City Council approve the requested Change Order #4 for additional Engineer of Record Support Services for the RC Willson Phase 4 Project in the amount of \$217,274.00 (two hundred seventeen thousand two hundred seventy four dollars). This Project will address the Traveling Screens at the Water Treatment Plant and Tank Mixing Systems.

DATE OF INTRODUCTION: 8/30/16

DATE OF PASSAGE: 8/30/16

EFFECTIVE DATE: 8/30/16

Action Dates:

Regular Session 08/30/16

ATTACHMENTS:

| File Name | Description |
|--|--|
| Water_Division_Motion_for_H_S_Change_Order_4_Traveling_Screens_and_Tank_Mixing_083016.docx | Water Division Motion for H&S Change Order 4 Traveling Screens and Tank Mixing 083016 |
| Water_Division_Consent_Form_Hazen_and_Sawyer_Phase_IV_Screens_and_Tank_Mixing_083016.pdf | Water Division Consent Form Hazen and Sawyer Phase IV Screens and Tank Mixing 083016 |
| Water_Division_Memo_Traveling_Screens_Tank_Mixing_Hazen_Engineering_Services_083016.docx | Water Division Memo Traveling Screens |

| | |
|---|---|
| Water_Division_Memo_Traveling_Screens_Mixing_Tank_Hazen_Engineering_Services_083016.docx | Tank Mixing Hazen Engineering Services 083016 |
| Water_Division_H_S_Additional_Engineer-of-Record_Phase_IV_Services_-_Scope_and_Fee_083016.pdf | Water Division H&S Additional Engineer-of- Record Phase IV Services - Scope and Fee 083016 |
| Water_Division_RFP_Design_RC_Willson_2011_Original_083016.pdf | Water Division RFP Design RC Willson 2011 Original 083016 |
| Motion_-_Traveling_Screen_Mixing_Tank.pdf | Motion |

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: **Approval of a Water Division Motion – Traveling Screens and Tank Mixing System Engineering Services by Hazen and Sawyer**

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move that the Mayor and City Council approve the requested Change Order #4 for additional Engineer of Record Support Services for the RC Willson Phase 4 Project in the amount of \$217,274.00 (two hundred seventeen thousand two hundred seventy four dollars). This Project will address the Traveling Screens at the Water Treatment Plant and Tank Mixing Systems.

DATE OF INTRODUCTION: 8/30/16

DATE OF PASSAGE: 8/30/16

EFFECTIVE DATE: 8/30/16

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 8/30/2016

Approval For: _____
Consent Agenda: _____
New Business: X

Originating Department: Water Department **By:** Nancy Hausrath

Account Number: 52-85001-5892-C0863 **Account/Project Name:** Willson Treatment Plant Phase IV
and 52-85001-5892-C0651 and SCADA Improvements

Budget Amount: FY17 \$ 1,045,000 **Account Balance:** \$ 1,045,000 **Year:** FY17 **CIP Control No.:** C0863

Budget Amount: \$ 325,000 **Account Balance:** \$ 325,000 **Year:** _____ **CIP Control No.:** C0651

Total: \$ 1,370,000 **Total:** \$ 1,370,000 **Year:** _____

Source Of Funds: Water Fund - CIP (Current & Future Bond Issue)

Unbudgeted: NA

| Quantity | Description | Value |
|----------|--|------------|
| 1 | R.C. Willson Water Treatment Plant Phase IV Improvements - Close-out (RMP/OSHA PSM), Tank Mixing Planning and Design and Traveling Screen Replacement. | \$ 217,274 |
| | | |
| | | |
| | | |

Above To Be Used For:

To provide Engineering Support Service to the City for Phase IV Close-Out requirements, Planning and Design services for the Traveling Screen Replacement Project and Tank Mixing Project.

Recommended Vendor:

Business Name: Hazen and Sawyer Environmental Engineers and Scientists

Address: One South Street, Suite 1150

City, State: Baltimore, Maryland 21202

Bid/Proposal/Quote No.: PUR-1152 Study and Design of Phase IV Improvements and Compliance with DBP2 Regulations

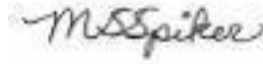
Other Vendors:

| <u>Firm</u> | <u>City, State</u> | <u>Amount</u> |
|---|--------------------|---------------|
| None - Change order to existing contract - contract was initially bid through Washington County Purchasing. | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Comments

Department Manager (required on all unbudgeted items):

Project funded in the FY17 and projected FY18 Budget



Director of Utilities

August 16, 2016

Date



Water Operations Manager

August 16, 2016

Date

Finance Department

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

CITY OF HAGERSTOWN



DEPARTMENT OF UTILITIES

425 East Baltimore Street
Hagerstown, MD 21740-6105

51 West Memorial Blvd
Hagerstown, MD 21740-6848

Memorandum

To: Valerie Means, City Administrator

From: Michael Spiker, Director of Utilities
Nancy Hausrath, Water Operations Manager

RE: Traveling Screen and Tank Mixing Project
Phase IV Final Project Close-Out – RMP & OSHA PSM

Date: August 23, 2016

Per our discussion at the July 19, 2016 Mayor and Council meeting regarding the replacement of the traveling screens at the R.C. Willson Plant and the installation of tank mixing systems at the West End, Orchard, Mack, and Smithsburg tanks, staff is pleased to present the engineering proposal in the amount of \$217,274 from Hazen and Sawyer for design and planning services. The proposal also includes engineering services for the completion of a new hazard analysis required by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, including an update of the Risk Management Plan and OSHA Process Safety Management.

The project includes the replacement of the existing traveling screens at the R.C. Willson Water Treatment Plant and the installation of tank mixing system in four finished water tanks throughout the water distribution system. The existing traveling screens at Willson were installed and placed into service in 1976 – emergency repairs have been and continue to be made to keep the screens operable until they can be replaced. This project will allow for better solids removal from the raw water supply and minimize and/or eliminate disinfectant by-product formation and nitrification in the distribution system. To continue to achieve compliance with the Stage 2 DBPR2, this project builds on the existing work that has been completed in the Phase IV-A and Phase IV-B improvements at the R.C. Willson Plant. This project will also address future concerns regarding nitrification in the water distribution system with the conversion to chloramines in August 2015 as a secondary disinfectant.

Upon completion of this project, the Water Division will increase the effective removal of organic material from the raw water supply and provide protection from large organics, which may disable the low service pumps. The project will also increase water quality in the distribution system by reducing water age, TTHM formation, and nitrification while helping address Public Health concerns by reducing TTHM formation potential and nitrification. Finally, this project will ensure continued compliance with The Bioterrorism Act of 2002.

Utility Department staff is recommending Mayor and Council approval of the proposal from Hazen and Sawyer for the engineering services described in this memorandum and detailed in the attached proposal. Also included in this memorandum is the Capital Improvement Summaries from the FY17 approved Budget.

Should you have questions or require additional information, please let us know.

Capital Improvements Plan

FY 2017 thru FY 2021

City of Hagerstown, Maryland

Contact WOM
Department Water

Project # C0651 GL# 5285001-5892-C0651

Project Name **Pump Station Improvements**

Type Improvement
Useful Life 25 years
Category Utilities

Location Various Throughout the Dist. System

Priority 3 Planned Improvement

Year Submitted on-going



Total Project Cost

Description

FY17 - FY21 - \$75,000 for replacement of critical equipment at all stations (pumps, SCADA Upgrade, etc.)
FY17 - Tank Mixing System for compliance with the Stage 2 DBP Rule - Nitrification Control at the West End, Orchard Hills, Mack Truck, and Smithsburg tanks
FY19 - Design of New Suction and Discharge Mains at Pump Station 6 at Greendale Street (\$150,000); Misc. Pump Replacements (developer driven)
FY20 - Construction of the Pump Station 6 Improvements (suction and discharge) - Work will be contingent on the Water Master Plan Update recommendations
FY21 Design for the Relocation of PS2 (\$400,000); Construction of New PS2 (\$1,500,000) - Note PS2 is located on Northern Ave. (developer driven)

Justification

Replace and/or Upgrade Deteriorating Infrastructure - Reliability. Pump Station 2 (Northern Ave.) relocation will be development driven. It is possible that a portion of the funding will be through developer contribution.

| Prior | Expenditures | FY '17 | FY '18 | FY '19 | FY '20 | FY '21 | Total | Future |
|-------|----------------------------|------------------|-----------------|------------------|------------------|--------------------|--------------------|--------|
| | Construction / Maintenance | \$300,000 | \$75,000 | \$75,000 | \$575,000 | \$1,575,000 | \$2,600,000 | |
| Total | Engineering | \$25,000 | \$0 | \$150,000 | \$50,000 | \$400,000 | \$625,000 | Total |
| | Total | \$325,000 | \$75,000 | \$225,000 | \$625,000 | \$1,975,000 | \$3,225,000 | |

| Prior | Funding Sources | FY '17 | FY '18 | FY '19 | FY '20 | FY '21 | Total | Future |
|-------|---------------------------|------------------|-----------------|------------------|------------------|--------------------|--------------------|--------|
| | Water Fund | \$100,000 | \$75,000 | \$75,000 | \$75,000 | \$75,000 | \$400,000 | |
| Total | Contribution by Developer | \$0 | \$0 | \$150,000 | \$550,000 | \$1,900,000 | \$2,600,000 | Total |
| | MDE Bond (Tank Mixing) | \$225,000 | | | | | | |
| | Total | \$325,000 | \$75,000 | \$225,000 | \$625,000 | \$1,975,000 | \$3,225,000 | |

Operational Impact/Other

Replace and/or Upgrade Deteriorating Infrastructure - Reliability
Compliance with Stage 2 DBPR - Nitrification Control
Note - upgrades to the pump stations will not likely change the overall operating cost.

Capital Improvements Plan

FY 2017 *thru* FY 2021

City of Hagerstown, Maryland

Contact WOM
Department Water

Project # C0863 GL# 5285001-5892-C0863

Project Name **R.C. Willson Traveling Screen Replacement**

Type Replacement/Improvement
Useful Life 30 yrs.
Category Utilities

Location Water Production

Priority 3 Cost Avoidance
3 Planned Improvement

Year Submitted 2015

Total Project Cost



Description

Advertise, Bid and replace the existing Traveling Screens - the existing traveling screens have exceeded their useful life and have required extensive repairs over the past 3 to 5 years. Future repairs would require extensive re-construction of the existing screens and the useful life of this type of repair is approximately 5 years. The existing screens were installed in 1976.

Justification

Replacement of deteriorating critical equipment. Improve system reliability and reduce short term maintenance expenses.

| Prior | Expenditures | FY '17 | FY '18 | FY '19 | FY '20 | FY '21 | Total | Future |
|-------------|----------------------------|--------------------|------------|------------|------------|------------|--------------------|----------------------|
| \$2,068,184 | Construction / Maintenance | \$1,000,000 | | | | | \$1,000,000 | <input type="text"/> |
| Total | Engineering | \$45,000 | | | | | \$45,000 | Total |
| | Total | \$1,045,000 | \$0 | \$0 | \$0 | \$0 | \$1,045,000 | |

| Prior | Funding Sources | FY '17 | FY '18 | FY '19 | FY '20 | FY '21 | Total | Future |
|-------|-----------------|--------------------|------------|------------|------------|------------|--------------------|----------------------|
| | Water Fund | \$45,000 | \$0 | \$0 | \$0 | \$0 | \$45,000 | <input type="text"/> |
| | City Bond Issue | \$0 | \$0 | | | | | |
| Total | MDE Loan | \$1,000,000 | \$0 | \$0 | \$0 | \$0 | \$1,000,000 | Total |
| | Total | \$1,045,000 | \$0 | \$0 | \$0 | \$0 | \$1,045,000 | |

Operational Impact/Other

Replace deteriorating critical equipment. Short term maintenance costs will be eliminated associated with the existing equipment.



May 10, 2016
Revised June 29, 2016

Ms. Nancy Hausrath
Water Operations Manager
City of Hagerstown Utilities Department: Water Division
51 West Memorial Blvd
Hagerstown, MD 21740

Re: City of Hagerstown
RC Willson WTP Phase IV Improvements
Project
Hazen Project No. 30065-009

**Change Order #4 Request for
Additional Engineer-of-Record Support
Services for the RC Willson WTP Phase IV
Improvements Project - Scope of Work**

Dear Ms. Hausrath:

The purpose of this letter is to provide a proposed scope and fee for Additional Engineer-of-Record Regulatory Compliance Assistance, Construction, and Post-Construction Phase services for the above referenced project, as requested by the City of Hagerstown (City). Hazen and Sawyer (Hazen) is proposing to amend the fee for this project to provide additional services as follows:

- Additional onsite inspection for project closeout with MDE
- Continued nitrification control monitoring support, provided on an as-needed basis
- Preparation of Record Drawings
- Update of the City's Process Safety Management (PSM) documents, including necessary Management of Change (MOC), and Risk Management Plan (RMP) for the RC Willson WTP.
- Design for the installation of mixing systems in four (4) of the City's existing water storage tanks.

The remainder of this letter provides the basis for the proposed Contract amendment. Hazen has been assisting the City with EPA and MDE compliance associated with this project dating back to 2011 and has been assisting the City with clean water related projects dating back to 2005. This project is critical to the City's long term compliance

Additional Engineer-of-Record Phase IV Services - Scope of Work - r06-29-16.doc

with environmental regulations (Stage 2 Disinfection By-Products Rule, the NPDES requirements of the Clean Water Act, and the Filter Backwash Recycle Rule) and the working relationship that has been formed between the City, Hazen, and MDE will be crucial to the success of this project.

BACKGROUND

RMP, PSM, and MOC

Due to the recent chemical system improvements, including several new chemicals, at the RC Willson WTP, an update to the plant's existing Risk Management Plan (RMP) is required. Process Safety Management (PSM) documentation and necessary Management of Change (MOC) efforts are also required. Furthermore, it has been recommended that in an effort to remain in compliance, additional testing and sampling be undertaken to further document the City's commitment to remaining in compliance.

Construction Inspection

Over the course of the Phase IV Improvements project, Hazen provided as-needed construction administration services. However, due to the critical nature of the project and the changes to the treatment processes that resulted from this project, the City requested that Hazen provide additional services during the remainder of the construction project and after construction. This assistance helped position the City for compliance with EPA and MDE regulations and for closing out the Phase IV Improvements project with MDE.

SCOPE OF SERVICES

Hazen is proposing to amend the scope to serve as the City's professional engineering representative in those phases of the project to which this Amendment applies, and will give consultation and advice to the City during the performance of their services. The engineering services to be performed under this contract are as follows:

1. Additional Onsite Inspection

- a. Visit the site on a semi-regular basis during Project Closeout to monitor the Contractor's progress on Punch List Items. For fee budgeting purposes, it is assumed that Hazen will visit the site thirty (30) times over the course of Project Closeout (Eight (8) hours per visit).
- b. Hazen will make a final inspection of the completed project with the Owner and MDE.

2. Additional Compliance Monitoring Assistance

a. Additional Nitrification Control Monitoring

Hazen will continue to assist the City in quarterly MCL monitoring and calculations of TTHM and HAA5 levels. This includes analyzing data gathered for a period of up to 12 months and assisting the City in revising the monitoring plan accordingly based on the data analyzed.

b. MDE Coordination

Hazen will coordinate with the Maryland Department of Environment (MDE) on sampling revisions and increased monitoring requirements, if required. This coordination effort shall include lead and copper sampling modifications as well as nitrification control monitoring/sampling.

3. Preparation of Record Drawings

- a.** Following receipt of red line drawings from the Contractor and the City's Construction Management (CM) firm, Hazen will compile and deliver to the City a complete set of record documents conforming to information furnished to Hazen by the Contractor and the CM firm. Record drawings will be prepared using electronic AutoCAD files. Emphasis shall be placed on underground and concealed facilities. This set of documents shall consist of record drawings showing the reported location of work. In that record drawings are based on information provided by others, Hazen cannot and does not warrant their accuracy.

4. RC Willson WTP Process Safety Management (PSM) Documents, Including Management of Change (MOC) Requirements, and Risk Management Plan Update

Hazen will assist the City in preparing RMP/PSM documents, as needed to address the City's five (5) year RMP update requirement and account for new chemical systems installed under the Phase IV Improvements project, to help the City remain in compliance with OSHA standards. The City shall provide Hazen with existing documents, which will require update.

Documents to include:

- PSM Manual Update, including:
 - MSDS Sheets
 - Process Flow Diagrams/Block Flow Diagrams
 - Process and Instrumentation Diagrams
 - Electrical Classification
 - Ventilation System Design
 - Design Codes/Standards
 - Safety Systems
 - Process Hazard Analysis
 - Standard Operating Procedures
 - Training
 - Inspection Frequency
 - Inspection/Test Results
 - Equipment List
 - Controls List
 -
- Management of Change paperwork, including:
 - MOC Forms
 - Minor Information Set-Point Only Checklist
 - Engineering Checklist
 - "What If" Safety Review Checklist
- RMP Update
 - Worst-case Release Scenario Analysis
 - Alternative Release Scenario Analysis
 - Off-site impacts, including:
 - Population
 - Environment
 - Prevention Program
 - Emergency Response Information
 - Executive Summary
 - Appendices, including
 - Scenario descriptions, estimated quantity released, rate, duration
 - Methodology used to determine distance to endpoint
 - Data used to estimate population and environmental receptors
 - Coordination with local emergency responders
 - Identify person or position with overall responsibility of the risk management program
 - Document other persons responsible for implementing individual requirements of the risk management program

5. Tank Mixing System Evaluation and Design for Existing City Standpipes

Hazen will assist the City in preparing Contract Specifications and Contract Drawings detailing the installation of tank mixing systems in the City's four (4) existing water storage standpipes. The design services associated with this Task are outlined below:

a. Evaluation Phase Services

The Hazen team will evaluate various mechanical and hydraulic mixing system alternatives for the tanks.

b. Semi-Final Design (90% Completion level)

Prepare Semi-Final (90% Completion Level) Contract Drawings

The Hazen team will perform those engineering tasks required to bring the contract documents for the Tank Mixing System Design from the Evaluation Phase to the 90-percent completion level. The design will consist of the following components:

- Mixing systems will be installed in the City's four (4) existing water storage standpipes.
- Various instrumentation and control upgrades will be included in the design documents.
- An Engineers Construction Cost estimate will be developed.

Semi-final drawings shall include all requisite plans, profiles, sections, and drawing notes.

Prepare and Submit Permit Applications

Following the preparation of semi-final (90%) design documents, Hazen will prepare those forms, computations, design details, and special provisions and complete those permit applications required to obtain approving signatures or permits from such agencies as the Maryland Department of Environment, and those applicable agencies of the City of Hagerstown and Washington County. It is anticipated that only an MDE permit will be required for this project as there will be limited ground cover disturbance and involves replacement of in-kind equipment.

c. Final Design (100% Completion level)

Attend Review Meeting/Receive Comments

Following the City's review of the 90% Design Submittal, the City will convene a review meeting with City and Hazen personnel. Key Hazen design team personnel will be available to respond to questions and to provide additional information as needed. The comments and suggestions received from the City's review will be evaluated, and as applicable, will be incorporated into the detailed drawings and technical specifications.

Complete Contract Drawings

The 90% review comments will be incorporated into the final Contract Documents. Hazen will prepare a complete package of Contract Drawings suitable for approval.

Complete Final Specifications

Hazen will develop bidding documents, general conditions, and contract forms and will bring the detailed technical specifications to the 100% completion level.

Prepare Final Construction Cost Estimate

Hazen will prepare a final cost estimate.

Perform Quality Control Reviews

Final, thorough, in-house quality control reviews will be performed by Hazen for the biddable Contract Drawings and Specifications to check for completeness, correctness, accuracy, conformance to design standards and constructability. Quality review will cover work by all design disciplines.

d. Limited Bid-Award Services

Hazen will offer limited bid-award assistance to the City during the bidding process.

Attend Pre-Bid Conference

Hazen will attend the pre-bid conference for the project and prepare the conference minutes. Where appropriate, Hazen will answer questions raised by prospective bidders at the pre-bid conference.

Prepare Addenda

Hazen will prepare necessary addenda answering questions raised during the bidding phase and at the pre-bid conference and including necessary corrections or modifications to the Contract Documents prior to the receipt of bids.

Evaluate Bids

Hazen will review and analyze the bids submitted; when required, provide justification for award of those bids 10% over or under the Engineer's Estimate; and prepare a written recommendation concerning the award of the contract.

ADDITIONAL SERVICES

Additional Services for which compensation is not included will be provided upon written authorization. Additional Services and related engineering fees will be itemized, stated and agreed upon before work is undertaken and completed. If authorized in writing by the City, the Engineer shall provide additional services as follows:

1. RC Willson WTP operations design support.
2. On-site water quality testing, monitoring, and evaluation at the RC Willson WTP.
3. Update the City's Water Utility Master Plan.
4. Design associated with the City's plan to replace their existing 24-inch transmission mains with new 36-inch diameter parallel transmission mains.
5. Services not expressly included in the above scope of work.

BREAKDOWN OF CHANGE ORDER AMOUNT

The breakdown of the change order request is shown in Attachment A.

| | | |
|-------------------------|----|---------------|
| Current Contract Value: | \$ | 1,871,696.00* |
|-------------------------|----|---------------|

* Including Study, Design and Change Orders #1, #2, and #3

Additional Engineer-of-Record Regulatory Compliance Assistance,
Construction, and Post-Construction Phase services:

\$ 217,274.00

For the reasons outlined above, Hazen and Sawyer respectfully requests that the City consider amending our Contract for Engineer-of-Record Regulatory Compliance Assistance and Additional Construction Phase Services as noted above. As discussed, the approved fee would increase to \$2,088,970.00.

We hope that this letter provides sufficient detail and documentation to support our request. If you should have any questions please contact me.

Regards,
HAZEN AND SAWYER

A handwritten signature in blue ink, appearing to read 'J. Hise', with a stylized flourish at the end.

Jeremy T. Hise, P.E.
Senior Associate/Project Manager

Cc: A. Gregson, Hazen & Sawyer

CITY OF HAGERSTOWN, MD
R.C. Willson WTP Phase IV Improvements
Additional Engineer-of-Record Support Services
Attachment A

| LABOR COSTS | | STAFFING HOURS | | | | | | Subtotal Hours |
|---|--|----------------------------------|---------------|--------------|---------------------------|--------------------|-------------------|-------------------|
| TASK DESCRIPTION | Employee Classification | Vice President / Technical QA/QC | Sr. Associate | Associate | Senior Principal Engineer | Principal Engineer | Designer-Drafting | |
| | Average Hourly Rate | \$78.62 | \$66.66 | \$52.49 | \$47.35 | \$43.22 | \$37.46 | |
| Engineer-of-Record New Scope of Work | | | | | | | | |
| 1 | Additional Onsite Inspection | | | 80 | 240 | | | 320 |
| 2 | Additional Compliance Monitoring Assistance | | | 40 | | 120 | 40 | 200 |
| 3 | Preparation of Record Drawings | | | 24 | | 240 | | 264 |
| 4 | RC Willson WTP Process Safety Management (PSM) Documents, Including Management of Change (MOC) Requirements, and Risk Management Plan Update | 8 | 16 | 24 | 24 | 80 | 60 | 292 |
| 5 | Tank Mixing System Evaluation and Design for Standpipes (Tasks A, B, C, and D) | 8 | 24 | 60 | 160 | 160 | 120 | 592 |
| Subtotal Hours | | 16 | 40 | 228 | 424 | 360 | 420 | 1668 |
| Direct Labor Costs (\$) | | \$ 1,257.92 | \$ 2,666.40 | \$ 11,967.72 | \$ 20,076.40 | \$ 15,559.20 | \$ 15,733.20 | \$ 73,451 |
| Labor Cost at 2.89 Multiplier (\$) | | \$ 3,635.39 | \$ 7,705.90 | \$ 34,586.71 | \$ 58,020.80 | \$ 44,966.09 | \$ 45,468.95 | \$ 212,274 |
| OTHER DIRECT COSTS | | | | | | Qty | Unit | Unit Cost |
| Miscellaneous Travel Expenses (Mileage, Flights, Hotel, etc.) | | | | | | 1 | LS | \$ 5,000 |
| Total Direct Cost | | | | | | | | \$ 5,000 |
| SUMMARY OF COSTS | | | | | | | | |
| Total for Labor | | | | | | | | \$ 212,274 |
| Other Direct Costs | | | | | | | | \$ 5,000 |
| Total Estimated Project Cost | | | | | | | | \$ 217,274 |



WASHINGTON COUNTY COORDINATING COMMITTEE

Washington County Administration Building
100 West Washington Street, Room 320
Hagerstown, Maryland 21740-4748
Telephone: 240-313-2330
FAX: 240-313-2331
Deaf and Hard of Hearing call 7-1-1 for Maryland Relay

PUR-1152
REQUEST FOR PROPOSALS REGARDING
QUALIFICATIONS & EXPERIENCE / TECHNICAL
AND PRICE PROPOSALS FOR THE
R. C. WILLSON WATER TREATMENT PLANT
PHASE IV IMPROVEMENTS (STAGE 2 DBPR COMPLIANCE)
FOR THE CITY OF HAGERSTOWN, MARYLAND

The Board of County Commissioners of Washington County, Maryland (hereinafter the “County”), on behalf of the City of Hagerstown, Maryland, is requesting Qualifications & Experience/Technical Proposals and Price Proposals from qualified engineering firms to evaluate the most beneficial method(s) to achieve compliance with the Stage 2 Disinfectant By-Product Rule to include: disinfection alternatives, treatment alternatives, water age management, storage needs, flushing requirements, etc. Consultants shall make recommendations for the removal of backwash recycling water and storm water from the treatment process and upgrade of the current residuals management at the R. C. Willson Water Treatment Plant in Williamsport, MD. This project constitutes Phase IV of the capital improvement program and should be referenced as the R. C. Willson WTP-Phase IV Improvements. Proposals shall include details of the respondent’s qualifications, experience, technical approach, and price.

City/County Cooperative Procurement – This request for proposals is a joint cooperative effort for the solicitation and receipt of proposals for the procurement of the services as specified herein. The Board of County Commissioners of Washington County, Maryland is processing this proposal on behalf of the City of Hagerstown, Maryland. Therefore, wherever it is written County, it is intended to include the City of Hagerstown as meaning the same. Whereas, the City of Hagerstown has all rights and reservations as stipulated herein, as does the County. The City of Hagerstown will act on their own behalf and independently of the County with regard to award, to entering into any contract(s), and to all financial transactions subsequent to the solicitation of the proposal.

The Washington County Coordinating Committee will evaluate responses to this request and will consider those firms most qualified, responsive and responsible. The Committee reserves the right to interview some or all prospective firms to discuss proposals.

The format for submittals, information regarding the scope of work, and the criteria to be used by the Committee are available immediately from either the Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland 21740-4748, telephone 240-313-2330 or from the Washington County website: www.washco-md.net by accessing the “Purchasing & Engineering Bid Listing”. Inquires should be directed to Karen R. Luther, CPPO – Purchasing Agent, at the above address.

This project may be funded, in part or in whole, through the Maryland State Revolving Loan/Grant funds and as such the Consultant must make good faith efforts to obtain Minority Business Enterprise

participation of at least eleven (11%) percent of the contract price and Woman's Business Enterprise participation of at least eleven (11%) percent of the contract price.

A Pre-Proposal Conference will be held on **Monday, January 31, 2011 at 11:00 a.m.** (local time) in the Second Floor Conference Room No. 255 of the Washington County Administration Building, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory but is strongly encouraged. There will be a site visit immediately after the Pre-Proposal Conference. Firms must provide the name of individuals who intend on visiting the site at least 24 hours in advance of the visit. The names shall be faxed to the Washington County Purchasing Department at 240-313-2331, ATTN: Karen R. Luther, CPPO – Purchasing Agent.

Questions and inquiries, both verbal and written, will be accepted from any and all firms or individuals while attending the pre-proposal conference. Questions prior to or subsequent to this conference must be submitted in writing not later than **4:00 p.m. (local time), Tuesday, February 8, 2011.** All questions must be forwarded to the County Purchasing Agent. Questions subsequent to the pre-proposal conference will be answered in writing and both questions and answers will be distributed.

Interested firms shall submit One (1) original and seven (7) copies of your Qualifications & Experience/Technical Proposals, including Standard Form 330 enclosed in a sealed opaque envelope marked **“Q & E / Technical Proposal – R. C. Willson Water Treatment Plant, Phase IV Improvements”** and One (1) original and seven (7) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked **“Price Proposal – R. C. Willson Water Treatment Plant, Phase IV Improvements”** to the Office of Karen R. Luther, CPPO – Purchasing Agent, Washington County Purchasing Department, Washington County Administration Building, Third Floor, Room 320, 100 West Washington Street, Hagerstown, Maryland 21740-4748, no later than **4:00 p.m. (local time), Friday, February 18, 2011.** The Washington County Coordinating Committee will evaluate the submittals. Failure to provide the information required above for the Committee's review may result in disqualification.

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

The County reserves the right to accept or reject any and/or all proposals, to waive technicalities and take whatever action is in the best interest of Washington County, Maryland.

By Authority of:

A handwritten signature in cursive script that reads "Karen R. Luther".

Karen R. Luther, CPPO
Purchasing Agent

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



WASHINGTON COUNTY COORDINATING COMMITTEE

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PUR-1152
REQUEST FOR PROPOSALS REGARDING
QUALIFICATIONS, EXPERIENCE, TECHNICAL
AND PRICE PROPOSALS FOR THE
R. C. WILLSON WATER TREATMENT PLANT
PHASE IV IMPROVEMENTS (STAGE 2 DBPR COMPLIANCE)
FOR THE CITY OF HAGERSTOWN, MARYLAND

January 19, 2011

Qualified engineering firms are hereby invited to submit a proposal to provide engineering services to evaluate the most beneficial method(s) to achieve compliance with the Stage 2 Disinfectant By-Product Rule to include: disinfection alternatives, treatment alternatives, water age management, storage needs, flushing requirements, etc. Consultants shall make recommendations for the removal of backwash recycling water and storm water from the treatment process and upgrade of the current residuals management at the R. C. Willson Water Treatment Plant in Williamsport, MD. This project constitutes Phase IV of the capital improvement program and should be referenced as the R. C. Willson WTP-Phase IV Improvements. Proposals shall include details of the respondent's qualifications, experience, technical approach, and price. The County/City will evaluate each proposal based on the firm's qualifications, experience, staff assignments, project understanding, and general approach to the project. The City will award to the firm which is found to be the most cost effective and qualified Firm.

This project may be funded, in part or in whole, through Maryland State Revolving Loan/Grant funds and as such the Consultant must make good faith efforts to obtain Minority Business Enterprise participation of at least eleven (11%) percent of the contract price and Woman's Business Enterprise participation of at least eleven (11%) percent of the contract price.

City/County Cooperative Procurement – This request for proposals is a joint cooperative effort for the solicitation and receipt of proposals for the procurement of the services as specified herein. The Board of County Commissioners of Washington County, Maryland is processing this proposal on behalf of the City of Hagerstown, Maryland. Therefore, wherever it is written County, it is intended to include the City of Hagerstown as meaning the same. Whereas, the City of Hagerstown has all rights and reservations as stipulated herein, as does the County. The City of Hagerstown will act on their own behalf and independently of the County with regard to award, to entering into any contract(s), and to all financial transactions subsequent to the solicitation of the proposal.

I. PURPOSE

- A. The City of Hagerstown has experienced water distribution system water quality issues, which may be associated with a combination of factors, including water quality entering

- B. the system from the R. C. Willson Water Treatment Plant (WTP), water age within the distribution system, and disinfection practices (primary and secondary disinfection). Prior water distribution system analysis completed to prepare the Final Initial Distribution System Evaluation (IDSE) Report for a Modeling System Specific Study (SSS) to comply with the Stage 2 Disinfectants and Disinfection Byproducts Rule (Stage 2 DBPR) identified areas where the City was experiencing elevated total trihalomethane (TTHM) concentrations within the water distribution system. Hydraulic model analysis also identified locations within the distribution system with high water age.
- C. The purpose of this project is to investigate the water quality issues experienced, through review and analysis of existing data and gathering of supplemental data, and develop recommendations to be implemented within the water distribution system and at the City's R. C. Willson WTP to fully comply with the requirements of the Stage 2 DBPR. Following review and analysis of the Hagerstown Water System by the selected Firm, a report detailing compliance recommendations will be presented to City.

II. BACKGROUND

- A. The R. C. Willson Water Treatment Plant produces 11.5 MGD of potable water which is delivered to the water distribution system through two (2) 24" transmission mains. Hagerstown water distribution system is comprised of over 400 miles of mains and currently has seven (7) water storage tanks located throughout the water distribution system. The eighth (8th) tank is under construction and will be placed in service in February 2011. The Rock Willow and Hellane Park tanks are equipped with Tideflex mixing systems. The Hagerstown water distribution system, which serves the metropolitan area, contains five (5) pressure zones. The map provided as part of Attachment No. 1 is of the existing water system and shows critical facilities, transmission mains and pressure zones. A hydraulic model was developed in accordance with the Stage 2 Disinfectant Byproduct requirements.
- B. The City of Hagerstown's water system serves an approximate population of 88,000 in Hagerstown and includes three (3) consecutive customers in surrounding communities. The study area encompasses the present water system. The system is supplied primarily by the R. C. Willson WTP withdrawing raw water from the Potomac River. The raw and finished water temperature range is between 36° and 89° Fahrenheit.
- C. The designed maximum treatment capacity of the R. C. Willson WTP is 20 mgd. However, the current MDE permitted capacity is 15.0 mgd on an annual average basis and 18.0 mgd during the month of maximum use. The R. C. Willson WTP utilizes conventional treatment processes including clarification, flocculation, sedimentation, filtration, and disinfection with chlorine. Potassium permanganate is used in the sedimentation basins. Lime is used for compliance with the Lead and Copper Rule. The City also has the ability to add powdered activated carbon to the raw water for taste and odor control.
- D. The residual wastes are formed at the R. C. Willson Water Treatment Plant by a polyaluminum chloride coagulation/flocculation process. During warmer weather, cationic polymer is added to the flocculation train as a coagulant/flocculant aid. Nonionic polymer is added to the end of the flocculation train when water temperatures

drop below 50 degrees F. Solids are removed from sedimentation basins via an automated TracVac collection system or by basin drainage.

- E. Currently, the wastes are disposed of in settling lagoons from which water can percolate into the groundwater or be discharged back into the Potomac River in accordance with the current NPDES permit. This method of disposal has proven to be inadequate especially with the introduction of automated residual collection systems. With constant influx of water and solids, the lagoons do not have time to dry to the point where equipment can physically remove dried residuals. A residual study was completed in 2004 and is being provided for reference (see Attachment No. 1.)
- F. All backwash, filter-to-waste and storm water is currently recycled to the beginning of the treatment process. To assist with achieving compliance with the Stage 2 DBPR requirements, modification of the backwash, filter-to-waste and storm water recycle methodology will likely be required with this flow being sent to a residual management process. Please refer to Attachment No. 1 for a recent analysis of the storm water system.
- G. A second, smaller treatment plant, the W.M. Breichner WTP is located in the Town of Smithsburg, just east of Hagerstown, and is used to provide limited additional supply when needed. The Breichner WTP is typically operated to supplement production during high demand periods and when system maintenance reduces available water supply from the R. C. Willson WTP.

III. PROJECT DESCRIPTION

- A. The selected Consultant will utilize the City of Hagerstown's existing calibrated hydraulic model (MWH Soft) to analyze water age under various scenarios and develop alternatives to improve water age. The principal focus of this analysis is to identify improvements which will assist the City in attaining compliance with the Stage 2 DBPR. The Stage 2 DBPR maximum contaminant levels (MCL) for TTHMs, 80 ppb, and five haloacetic acids (HAA5), 60 ppb, may be difficult to meet given the City's current treatment practices and distribution system configuration.
- B. The compliance approach, referred to as the locational running annual average (LRAA), differs from current regulatory requirements, which determine compliance by calculating the running annual average of samples from all monitoring locations across the system.
- C. The Stage 2 DBPR rule also requires the City to determine if they have exceeded an operational evaluation level. The methodology for calculating the operational evaluation level is determined by using the LRAA TTHM compliance monitoring results for the two previous quarters plus two times the TTHM result for the current quarter, divided by 4, to ensure it does not exceed 80 ppb. The HAA5 operational evaluation level is calculated using the compliance monitoring results for the two previous quarters plus two times the HAA5 result for the current quarter, divided by 4, to ensure it does not exceed 60 ppb. The operational evaluation level provides an early warning of possible future MCL violations, which allows the City to take proactive steps to remain in compliance.
- D. Monitoring results thus far indicate that meeting the TTHM MCL in particular may be a concern. The City of Hagerstown is a Schedule 2 System per the Stage 2 DBPR. The

City has conducted both regulatory required D/DBP monitoring along with supplemental D/DBP monitoring for internal planning purposes. All data collected can be found in Attachment No. 1.

- E. Proposal shall also include the evaluation and recommendation for a “Batch Clarification and Dewatering System” to eliminate or minimize backwash recycle and remove the solids prior to entering the existing lagoon in an effort to improve residual management and disposal and reduce the potential for reintroduction of TOC and other potential contaminants.
- F. Chlorine storage at the R. C. Willson Plant is currently outside and therefore exposed to a possible terrorist threat. The existing stored volume of Chlorine requires the City to comply with OSHA PSM Risk Management. This proposal should also evaluate the viability and cost associated with using Sodium Hypochlorite as the primary disinfectant. It is understood that the use of Chloramines will be evaluated as part of this proposal.

IV. SCOPE OF WORK

- A. Evaluate the system as a whole and analyze alternatives for DBP control at the R. C. Willson WTP and within the water distribution system. The City’s goal is to maintain TTHM and HAA5 concentrations at all locations below 80% of the compliance levels.
- B. The specific goals and objectives of this project include the following:
 - 1. Review the City’s current sampling data, both at the R. C. Willson WTP and within the water distribution system and recommend potential short-term (operational or minor equipment) improvements to reduce DBP’s. Short term is defined as improvements that could be designed, constructed, and online by late summer of 2011.
 - 2. Review and analyze the City’s existing WTP processes and identify potential WTP process alternatives, which could minimize DBP formation (processes shall include the total treatment process to include backwash recycle, storm water management, disinfection, residual removal, etc).
 - 3. Utilize the City’s hydraulic model to identify water storage tank and water distribution system alternatives, which could minimize DBP formation.
 - 4. Develop a list of potential alternatives (process modifications, distribution system improvements, and operational changes), both at the R. C. Willson and within the water distribution system, for detailed analysis. Present list to the City.
 - 5. If identified as viable alternatives for detailed analysis, conduct bench scale (jar) testing to:
 - a. Optimize the City’s current coagulation strategy and evaluate alternative coagulation chemicals.

- b. Test identified viable alternative treatment process improvements to ascertain if they could improve plant finished water quality.
 - c. Evaluate the need for Pilot Testing TOC/NOM removal technologies.
 - d. Evaluate the need for Pilot Testing residual dewatering technologies.
- 6. Evaluate selected alternatives, including potential impacts on utility costs, WTP processes, and compliance with other U.S.E.P.A. drinking water standards. Present recommendations to the City.
- 7. Prepare planning level improvement recommendations/design concepts along with planning level cost estimates for identified viable DBP reduction concepts/strategies.
- 8. Prioritize recommended operational changes, capital improvements, and system reconfigurations to comply with the Stage 2 DBPR.
- 9. Develop an improvements implementation schedule, which details the improvements that may be needed to comply with the Stage 2 DBPR by October 2012.
- 10. Assist the City with public outreach efforts as determined necessary by the City.
- 11. Prepare and submit a Draft Report. Present findings to the City.
- 12. Prepare and submit a Final Report. Present findings to the City.
- 13. Attend meetings as necessary to visit sites, present preliminary results, and discuss the draft and final reports.

V. DATA NEEDS

- A. The tools and data needed to complete the modeling analysis include:
 - 1. Latest version of MWH's InfoWater model to analyze model scenarios.
 - 2. All available water quality data from the R. C. Willson Water Treatment Plant (Raw TOC, Finished TOC, Temperature, Chlorine Feed Points, Chlorine Residual, Coagulant Doses, UV254, Finished TTHM, Finished HAA5, etc.)
 - 3. All available water quality data from the water distribution system (Historical Stage 1 Data, Stage 2 Data, Chlorine Residuals, etc.)
 - 4. Distribution system data for flow, pressure, and tank storage levels to be used in water age model analysis

VI. USE OF EXISTING DOCUMENTS

The City will cooperate to the fullest extent in making available to the Consultant for their use any plans and specification or reports pertaining to this assignment currently in the City's possession. The City makes no warranty as to the accuracy of these documents nor will the City accept any responsibility for errors or omissions that may arise as a result of the Consultant relying upon them. Accordingly, the Consultant is encouraged to field verify all such information to the extent they determine necessary in order to satisfy themselves of its accuracy.

VII. SCHEDULE

- A. For this project, a draft report will be completed within five (5) months of the Notice to Proceed. The final report will be completed within two (2) months following receipt of the City of Hagerstown's comments on the draft report. The project schedule set forth below will be essential for this project. The following schedule has been set for the design and construction:

| | | |
|----|---|-------------------|
| 1. | Notice to Proceed – Kick-off Meeting | April 4, 2011 |
| 2. | Draft Report (30%) | May 2, 2011 |
| 3. | Preliminary Recommendations for summer 2011 | June 6, 2011 |
| 4. | Draft Report (90%) | August 5, 2011 |
| 5. | Bench Scale and/or Pilot Testing | As Needed |
| 6. | Final Report with Recommendations | September 6, 2011 |

- B. The City and Consultant shall hold a kick-off meeting within ten (10) calendar days of contract award. The agenda shall include a review of the scope of work, setting of milestones, and schedule. Upon request, the City shall provide all readily available information to the Consultant at the kick-off meeting.

VIII. COMPENSATION TO THE CONSULTANT

- A. For the Engineering Services described, the Consultant shall be compensated on a contract lump sum fee basis. The lump sum fee shall be broken down by task and discipline. Monthly payment to the Consultant shall be reviewed and approved based upon the work effort completed during the previous month. The Consultant shall provide a complete breakdown of the man-hours and costs required for each task of the project by discipline as part of the submittals with the respective Q/E - Technical and Price Proposal. Failure to include such information will render the submission as non-responsive.
- B. The Consultant shall invoice the City of Hagerstown, Water Division, 51 West Memorial Blvd, Hagerstown, Maryland 21740 on a monthly basis for work satisfactorily completed. All invoices shall include a description of the work effort covered by the billing. Failure to provide a complete description of work actually completed may delay processing of the invoice.

- C. All fees including the lump sum, monthly and hourly fees included for potential extra work shall include supervision, support, travel and out-of-pocket costs necessary to accomplish the related tasks.

IX. EXTRA WORK

- A. The Consultant's Price Proposal shall include a quotation of hourly rates for each classification of employee to be used on this project. **These hourly rates shall be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, fringe benefits, overhead, transportation, expenses, profit, and incidentals** (the actual breakdown for these hourly rates is not required). Failure to include such information will render the submission as non-responsive.
- B. In the event that extra work becomes necessary, the City of Hagerstown's Water Operations Manager will furnish a detailed scope of work to the Consultant and will request that the Consultant establish a "not to exceed" cost for the required services based upon the hourly rates established in this RFP and any resulting agreement.
- C. Upon agreement of the "not to exceed" figure by both parties, the Consultant will proceed with the necessary work and will invoice the City for the actual man-hours charged to that item. The Consultant's invoice will be based on the hourly rates quoted in his/her Proposal. The total invoicing for the extra work will not exceed the previously agreed upon total cost without the written approval of the Water Operations Manager.
- D. Repeat work required as a result of errors or omissions by the Consultant shall not be considered as extra work and shall not be subject to additional compensation. All such redesign shall be included in the lump sum bid.

X. INSURANCE REQUIRED

- A. The successful Consultant must show, prior to the execution of the Agreement and as required by the City during the term of the contract, evidence of appropriate insurance as outlined in the Attachment B of the Washington County Policy No. P-4 – Insurance Requirements for Independent Contractors.
- B. Professional Liability - The successful Consultant must show, prior to the execution of the Agreement, and as required by the City during the term of the contract, evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate. The Proposer should note, this insurance coverage amount is above the minimum stated in the attached policy. The one million (\$1,000,000) dollar value has been established based on the risk associated with this specific project.
- C. Certificates of Insurance shall be provided as required at no additional cost to the City.

XI. LIQUIDATED DAMAGES

Liquidated damages of two hundred fifty dollars (\$250.00) per calendar day shall be assessed against the Consultant for failure to meet the schedule established. It is imperative that the City of Hagerstown's Water Operations Manager be contacted immediately should circumstances beyond the Consultant's control adversely affect their ability to meet the established schedule. All schedule modifications will require written approval from the City.

XII. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held **Monday, January 31, 2011 at 11:00 a.m.** (local time) at the Washington County Administration Building, County Commissioners Meeting Room, Second Floor, Room 255, 100 West Washington Street, Hagerstown, Maryland. Attendance at the Pre-Proposal Conference is not required, but is strongly encouraged. It is the Consultant's responsibility to become familiar with all information necessary to prepare a proposal. There will be a site visit to the R. C. Willson Water Treatment Plant immediately following the Pre-Proposal Conference. Firms must provide the name of individuals who intend on visiting the site at least 24 hours in advance of the visit. The names shall be faxed to the Washington County Purchasing Department at 240-313-2331, ATTN: Karen R. Luther, CPPO – Purchasing Agent.

XIII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Should any Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he should immediately request in writing, via fax at 240-313-2331, an interpretation from: Karen R. Luther, CPPO, Purchasing Agent, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Room 320, Hagerstown, Maryland 21740-4748. All necessary interpretations will be issued to all Proposers in the form of addenda to this solicitation, and such addenda shall become part of the contract documents. No requests received after **4:00 P.M., Tuesday, February 8, 2011** will be considered. Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Purchasing Agent to all interested parties.

XIV. PROPOSAL SUBMITTALS

- A. This solicitation is issued pursuant to the implementation of the Washington County Policy No. P-1 for Professional/Technical Consultant Selection, Attachment No. 4. No proposal preparation expense will be paid by the County/City in response to this solicitation. The Committee shall be comprised of the City of Hagerstown's Director of Utilities (Committee Chairman Designee), City of Hagerstown's Water Operations Manager, City of Hagerstown's Water & Sewer Engineer, City of Hagerstown's Water Production Superintendent, City of Hagerstown's Water Distribution Superintendent, City of Hagerstown's Chief of Laboratory Testing, and the County Purchasing Agent. All work shall be done in accordance with the City of Hagerstown and Washington County Standards and those of any State or Federal agencies having jurisdiction.
- B. **Two separate proposals shall be submitted. One shall be the Qualifications, Experience and Technical Proposal of the Consultant. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered responsible, qualified and responsive to this request after detailed review of the**

Qualifications, Experience and Technical Proposal by the Coordinating Committee. (DO NOT INCLUDE ANY PRICE INFORMATION IN ANY TRANSMITTAL LETTER NOR IN THE Q & E SUBMITTAL OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.)

- C. The approval or disapproval of Consultants and subconsultants will be determined by their response to this request and past performance with Washington County and the City of Hagerstown. The Consultant should make no assumptions as to this Committee's prior knowledge of qualifications.
- D. As a minimum, your combined *Qualification & Experience(Q&E)/Technical Proposal* submittal shall address the following:
 - 1. Contents – **Q & E/Technical Information Proposal** submittal:
 - a. Transmittal Letter - The letter of transmittal accompanying the submittal shall be signed by the person or persons required and authorized to legally bind the firm to the submittal and shall specifically state that the firm shall complete all services set forth in the requirements within the proposed time limits to the satisfaction of the City.
 - b. Submission of the proposed project team, including sub-consultants, and its related experience and qualifications.
 - c. Discussion of the firm's attributes in the following areas related to the project:
 - 1) Demonstrated experience in obtaining permit approvals from the Maryland Department of the Environment and other agencies having approval authority regarding water plant upgrades, water tank modifications and distribution system upgrades.
 - 2) Demonstrated experience in evaluation, design and construction management of water treatment facilities to include production, distribution and storage.
 - 3) Demonstrated experience in evaluation, design and construction of improvements to conventional Water Treatment Plants and Water Distribution System with a service population of at least 50,000 customers and a treatment capacity of 10 MGD or greater. Distribution experience must include evaluation, design and construction management with systems having at least two pressure zones, finished water storage tanks and consecutive systems.
 - 4) Must be licensed in Maryland.
 - d. A man-hour derivation by task and discipline containing the major work items as defined herein.

- e. An estimated time schedule, in calendar days, by task prepared by the Engineer.
 - f. Required documentation indicating Minority Business Enterprise participation and Woman's Business Enterprise participation. See Attachment 7 for required MDE forms. *(DO NOT INCLUDE ANY PRICE INFORMATION IN THE Q & E SUBMITTAL OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.)*
- E. As a minimum, your **Price Proposal** submittal shall address the following:
- 1. Contents – **Price Proposal** shall submittal:
 - a. *The Proposal Form* contained herein as Attachment No. 2.
 - b. Include a statement of the proposed lump sum costs for completing the project as outlined in your technical submittal.
 - c. A detailed cost breakdown for all items described herein.
 - d. Fully loaded hourly rates for each classification of employee, as defined in VIII. A. above, for the specified Scope of Work and/or subject to being involved in additional work for this project as may be necessary.
 - e. Rates for overhead and profit that will apply to this agreement.
 - f. The proposal must be accompanied by a fully executed Affidavit (Attachment No. 3) executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the Consultant, on the form provided.
 - g. Required documentation indicating Minority Business Enterprise participation and Woman's Business Enterprise participation, including pricing information.
 - h. Conclusions, remarks and/or supplemental information pertinent to this request.
 - 2. The amount calculated and presented as the total costs proposed to complete the Scope of Work as outlined in your cost proposal will be the maximum amount disbursed by the City under this authorization and will serve as the basis for evaluation of cost proposals. Prices for the Scope of Work will be held firm for One Hundred Twenty (120) calendar days from the date the proposals are due, and if awarded within that time frame they will continue to be held firm for the duration of the Scope of Work.
- F. All proposals and each submittal shall be signed in ink by authorized principals of the firm.

- G. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of One Hundred Twenty (120) calendar days, to provide to the City the services set forth herein.
- H. It is expected that the contract award for the scope of work shall be made within One Hundred Twenty (120) calendar days after receipt of the proposals. The contract will be awarded to the Consultant whose proposal conforming to this request will be the most advantageous to the City.
- I. Proposals must give the full name and address of the proposer, and the person signing the proposal should indicate his/her authority to bind the firm in a contract.
- J. Proposals cannot be amended or altered after they are opened.
- K. Consultants should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request should not be disclosed by Washington County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- L. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- M. The successful Consultant will be required to execute the City's standard Contract Agreement (Attachment No. 6).
- N. The County/City reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require. The County/City reserves the right to require interviews. The County/City reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County. The County/City reserves the right to not hold discussion after award of the contract.
- O. The County/City reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- P. The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City of Hagerstown's Water Operations Manager.
- Q. No reports, information or data given to or prepared by the Consultant under the contract shall be made available to any individual or organization by the Consultant without the prior written approval of the City of Hagerstown's Water Operations Manager.

- R. By submitting a proposal, the Consultant agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- S. Political Contribution Disclosure: The Bidder shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

If your firm is interested in performing the above services, please send one (1) original and seven (7) copies of your Qualifications and Experience/Technical Proposal including Standard Form 330, enclosed in a sealed opaque envelope marked "**PUR-1152 Engineering Proposal – R. C. Willson Water Treatment Plant, Phase IV Improvements**" and one (1) original and seven (7) copies of your Price Proposal in a separately sealed opaque envelope marked "**Price Proposal – R. C. Willson Water Treatment Plant, Phase IV Improvements**" to the Office of Karen R. Luther, CPPO – Purchasing Agent, Washington County Purchasing Department, Washington County Administration Building, Third Floor, Room 320, 100 West Washington Street, Hagerstown, Maryland 21740-4748, no later than **4:00 P.M., Friday, February 18, 2011.**

By Authority of:



Karen R. Luther, CPPO
Purchasing Agent

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

KRL:jem
Attachments (8)
cc: Coordinating Committee Members

List of Appendices:

- Attachment No. 1 - *Located on Washington County's *ftp* web site:
1. Hagerstown Water System – TTHM Monitoring Data
2. SSSP and IDSE
3. Water System Map
4. Stormwater Study
5. 2004 Residual Study
6. Draft Master Plan
- Attachment No. 2 - Proposal Form
- Attachment No. 3 - Affidavit
- Attachment No. 4 - Professional/Technical Services Selection (Washington County Policy P-1)
- Attachment No. 5 - Insurance Requirements for Independent Contractors (Washington County Policy P-4)
- Attachment No. 6 - Standard Engineering Contract Agreement
- Attachment No. 7 - Maryland Department of the Environment MBE, WBE, DBE Requirements
- Attachment No. 8 - Davis Bacon Schedule - MD100116

***NOTE:** The noted items are available on the Washington County “ftp site” at:
<ftp://ftp.washco-md.net/>; *Click* on “Washington County Purchasing Department,”
then *Click* on “PUR-1152 - R. C. Willson Water Treatment Plant Phase IV Improvements.”

NOTE: The MWH InfoWater Model will be provided to the Successful Consultant selected for this project.

**PUR-1152
PROPOSAL FORM
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

**QUALIFICATIONS, EXPERIENCE, TECHNICAL AND PRICE PROPOSALS FOR THE
R. C. WILLSON WATER TREATMENT PLANT
PHASE IV IMPROVEMENTS (STAGE 2 DBPR COMPLIANCE)**

The Firm of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____

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

LUMP SUM FEE:

_____ Dollars (\$ _____)
(Written) (Figures)

CONSULTANT MUST SIGN BELOW:

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm: _____

Name & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____ Federal Employer Identification No.: _____

Date: _____

EXCEPTIONS (If no exceptions are taken, state NONE):

**PUR-1152
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

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

Contractor _____

Address _____

Telephone _____

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

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

above mentioned office in the above named Contractor and I affirm the following:

AFFIDAVIT I

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

AFFIDAVIT II

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

AFFIDAVIT III

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

AFFIDAVIT IV

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

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

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

Affidavit

R.C. Willson Water Treatment Plant, Phase IV Improvements

PUR-1152

Page 15

POLICY TITLE: Professional/Technical Services Selection

POLICY NUMBER: P-1

ADOPTION DATE: January 15, 1974

EFFECTIVE DATE: January 15, 1974

FILING INSTRUCTIONS:

I. PURPOSE

Provide a complete and objective evaluation for subsequent recommendation to the Board of County Commissioners, Commission, or agency having the legal responsibility to award a contract, based on information provided by each firm in its proposal and information available from County records or other appropriate sources.

- Obtain Quality Professional/Technical Services.
- Promote competition and opportunity.
- Consider costs and benefits of professional/technical service proposals.
- Provide documentation of the selection proceedings for future reference purposes.

The following procedure is to be utilized in securing professional/technical services.

II. SELECTION COMMITTEE

- A. A selection committee shall be known as the Coordinating Committee. The Coordinating Committee shall consist of the County Administrator, the County Purchasing Agent, a representative(s) of the Using Department, and other members with applicable knowledge and expertise on the subject matter of the procurement as recommended by the appropriate Division Director/Department Head and County Purchasing Agent and approved by the County Administrator. The total number of members selected for each evaluation/review committee shall never be less than five (5). The County Administrator, or his/her designee in his/her absence, shall serve as Chairperson of the Committee.
- B. All actions of the County Coordinating Committee with regard to this policy shall be performed in a meeting scheduled by the Committee Chairperson with the proper minutes of each meeting kept in accordance with standard procedures.

III. PROPOSALS

- A. The agency having jurisdiction over the particular project will be required to prepare a detailed scope of work description. This scope of work will include such contract considerations as: County's goals and objectives; description of project; design criteria and standards to be used; completion dates; method of compensation to firm; responsibilities of firm; responsibilities of County, and any other pertinent data applicable to that particular project.
- B. The Consultant's price proposal shall include the total of the professional/technical costs and fees involved and any other information deemed appropriate by the County as set forth in the Request For Proposal (RFP). (Any proposal not containing the requested costs and fees will not be considered.)
- C. At the discretion of the firm, its proposal may also include any departure from the original scope of work (as prepared by the County), as it may feel necessary in order to better achieve the County's goals and objectives. However, failure to include the requested information/methodology may be cause for the Committee to reject the proposal.
- D. If the option noted in Item III. C is used; the firm shall qualify its proposal by including the fee for its recommendations as well as the fee sought by the County.
- E. Each firm may be required to provide a justification of its fees in terms of staff assignment and corresponding hourly rates if the Committee deems it necessary to complete the evaluation.

IV. PROPOSAL SOLICITATION

- A. An advertisement requesting submittals from interested parties for providing a specified professional/technical service must appear in one (1) or more newspapers published in the County. The publication of such advertisement must appear at least once a week prior to the date on which submittals are to be filed. This advertisement is required only for contracting for services that exceed the formal bid limit set forth in the Code of the Local Public Laws of Washington County, Section 1-106.
- B. Requests for Proposals and Expressions of Interest may solicit responses in different formats based on the size and scope of the project, technical expertise required, and as determined to be in the best interest of the County. Typical submittals are Qualifications, Experience and Technical Submittals, Technical Proposals and Price Proposals. They may be submitted individually or together depending upon the direction of the Committee as stated in the RFP. Price Proposals will only be requested and/or opened from those firms considered qualified (short listed) based on the Qualifications, Experience and Technical Submittal and/or Technical Proposal submitted. All other Price Proposals will be returned unopened.

- C. All price proposals will be retained by the Purchasing Agent until the Coordinating Committee has completed its evaluation of the technical proposals and developed a short list. Only the price proposals of the short-listed firms will be released to the Coordinating Committee for opening and evaluation. All other price proposals will be returned unopened.
- D. No information may be disclosed to any person other than a person responsible for evaluating or reviewing the proposal before a contract award is made by the Board of County Commissioners, Commission, or agency having the legal responsibility to award.

V. EVALUATION

- A. The Coordinating Committee shall evaluate the submittals of each firm desiring to provide the requested services.
- B. Each firm shall be evaluated on information provided in its proposal. The Request for Submittals shall state the selection criteria; i.e., specific discipline; the firm's record of performance; the firm's financial responsibility; the firm's experience in relevant projects; adequacy of the personnel of the firm; composition of project manager and team assigned to the project; reference checks; prior County experience; and the firm's location of practice.
- C. Each firm will be determined by the Coordinating Committee to be/not be a responsive, responsible firm.
- D. The Coordinating Committee reserves the right to request interviews with and/or a presentation by the firms whose proposals are considered to have merit if such interviews are considered by the Coordinating Committee to be necessary to the selection process and in the best interest of the County.
- E. The Coordinating Committee will make a recommendation to the Board of County Commissioners, Commission or agency having the legal responsibility to award. As a part of the recommendation, the Coordinating Committee will state their choice of firm(s) and will include the justification for the selection.
- F. When the professional/technical services contract is considered by the Coordinating Committee to be a "standard" project that could normally be handled by a number of qualified firms, the fee quoted in the proposal shall be a prime consideration in the selection of a firm by the Coordinating Committee.

VI. AWARDING OF CONTRACT

- A. The final selection of the firm shall be the responsibility of the Board of County Commissioners or the particular Board, Commission, or agency having the legal responsibility to do so. The awarding body reserves the right to reject any and/or all proposals and to waive any informalities or irregularities in the proposal process.

VII. EXCEPTIONS

- A. The above procedure shall not be required for those contracts that will involve a firm's fees and/or projects having a total construction cost of less than the formal bid limit set forth in the Code of the Public Local Laws of Washington County, Section 1-106.
- B. Written price quotations from no less than three (3) firms shall be required if the exception in VII. A, above, is used.
- C. The use of this exception shall be at the discretion of the department/agency having jurisdiction over the particular project under consideration.

VIII. PREFERENCES

- A. Preference shall be given to firms in the following order: County-based firms; State-based firms; and Out-of-State based firms. The above preference would only apply in those instances where, in the opinion of the Committee, the qualifications and experience of the firms under consideration and the fees are deemed to be equal.

IX. SPECIAL CONDITIONS

- A. When determined to be in the best interest of the County, portions of these procedures may be waived by the Board of County Commissioners, or Board, Commission or agency having legal responsibility to do so.

Revision Date: January 1, 1997
Effective Date: January 1, 1997

POLICY TITLE: Insurance Requirements for Independent Contractors

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

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

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

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

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

Minimum Limits Required:

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

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

Minimum Limits Required:

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

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

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

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

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

Minimum Limits Required:

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

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

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

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

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

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

PUR-1152
AGREEMENT
BY AND BETWEEN
CITY OF HAGERSTOWN, MARYLAND

AND

I. PARTIES

This Agreement is made and entered into by and between **City of Hagerstown, Maryland**, a body corporate and politic and a subdivision of the State of Maryland (the “City”), and the firm of _____ (the “Consultant”).

II. WORK EFFORT

- A. The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal (“RFP”) dated January 19, 2011, and all addenda, and the Consultant's “Proposal” dated _____, the contents of said “RFP” and “Proposal” are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein.
- B. The Consultant agrees to comply with all applicable Federal, State and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Consultant may commence work within seven (7) days upon receipt of written Notice to Proceed from the City, such notice being contingent upon the execution of this Agreement by the City and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the City and as set forth in the accepted Project schedule as contained in the “RFP.”

Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid schedule without prior approval of the City shall constitute a ground for issuance of a Termination Notice in accordance with Section IV of this Agreement, except in cases in which the City agrees in writing that circumstances beyond the control of the Consultant shall warrant alteration, adjustment or deviation from the schedule.

IV. TERMINATION

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

- A.1 Except as provided in A.2 below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the City of a notice specifying the default, the County may terminate the Agreement.
- A.2 If the Consultant fails to provide an approved replacement as required by the “RFP” within one (1) working day of the departure of the individual being replaced, the City shall have the right to terminate the Agreement, immediately, without notice or opportunity to cure.
- B. If the City shall determine that termination is in the best interest of the City the City may terminate the Agreement. Any termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated, and the effective date of such termination.

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

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

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

V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement between the Consultant and City shall be decided by the City’s Director of Administrative Services, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Either party

may appeal the decision of the Director of Administrative Services to any court of competent jurisdiction under the rules for judicial review of agency decisions.

VI. AUDITS

- A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance under this Agreement and any Federal, State or local law, rule or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices.

The City, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to subparagraph (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- C. Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VII. DEFECTIVE WORK

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

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

VIII. CHANGES

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

IX. WAIVERS

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

X. COUNTY FURNISHED DATA

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

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

XI. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated "Proposal" and/or SCOPE OF EFFORT, and the City reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this study or any reports or other material pertaining to it without the express written consent of the City except to comply with appropriate State and Federal requirements. In such instances, the Consultant shall confer with the City before doing so. Materials approved for release by the Consultant cannot be distributed for profit.

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

XII. REPORTS

Reports are to be provided as specified in the "RFP."

XIII. MEETINGS

When requested by the Water Operations Manager, selected employees of the Consultant shall attend meetings, conferences and presentations with City staff, public agencies, private organizations and others concerned with this project.

XIV. PAYMENT

The Consultant hereby agrees to undertake the project for the following Total Fee of _____ and _____ Cents

(\$_____) as set forth in the "RFP" and the "Proposal."

City-directed adjustments in direction or emphasis of the work effort will not be considered as adequate justification for re-negotiation of the Total Fee, provided such adjustments do not constitute change in the general scope of the project.

In the event that changes in the general scope of effort are mutually agreed upon by the parties, the degree of change of scope in terms of person-hours (number and type) will be negotiated to a satisfactory solution between the parties and payment or credit for this adjustment will be made part of this Agreement by written change order.

XV. METHOD OF PAYMENT

The Consultant will, at the designated time set forth in the project schedule incorporated into this Agreement, submit on its standard form an invoice for services rendered. The invoices shall indicate the percentage completion of each of the major tasks and the total amount due for the billing period. In addition, the Consultant shall submit a monthly report that shall indicate progress during the billing period of each of the principal tasks, and the status of the various work products that the Consultant is required to furnish as part of the Agreement.

The Consultant will submit the invoice directly to the City of Hagerstown Water Department, 51 West Memorial Blvd., Hagerstown, Maryland 21740. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the City Finance Officer for payment.

In event of dispute or defective work, the City reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

XVI. PERSONNEL

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

XVII. EQUAL EMPLOYMENT

The Consultant agrees and affirms that it accepts and will conform to Maryland anti-discrimination law, as follows:

The Consultant will not:

(1)... fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or

(2)... limit, segregate or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

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

XVIII. CONFLICT OF INTEREST

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

XIX. EXECUTION OF AGREEMENT

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

XX. CITY SAVED HARMLESS/INSURANCE REQUIRED

A. Professional Liability

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

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

B. General Liability

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

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

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

D. The Consultant will provide to the City evidence of insurance coverage satisfactory to the City providing coverage, including but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters mentioned in subparagraph (A), (B) and (C) of this section.

XXI. COVENANT AGAINST CONTINGENT FEES

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

XXII. SUBCONTRACTING OR ASSIGNMENT

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

XXIII. DELAYS AND EXTENSIONS OF TIME

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

XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

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

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

XXV. AVAILABILITY OF DATA

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

XXVI. OWNERSHIP OF DOCUMENTS

The Consultant agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for it under the terms of this Agreement shall at any time during the performance of the services be made available to the City upon request and shall become and remain the property of the City upon termination or completion of the services. The City shall have the right to use the same without restriction or limitation and without compensation to the Consultant other than that provided in the Agreement.

XXVII. DISSEMINATION OF INFORMATION

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

XXVIII. SANCTIONS UPON IMPROPER ACTS

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

XXIX. RESPONSIBILITY OF CONSULTANT

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

XXX. CHOICE OF LAW/VENUE

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

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

XXXI. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

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

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

XXXII. NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Article 33, Title 14, as amended from time to time, to which the Consultant may be subject.

IN WITNESS WHEREOF, The parties have caused this Agreement **PUR-1152** to be executed on _____, 2011, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

[COMPANY NAME]

ATTEST:

Secretary

BY: _____ (SEAL)

Title

Address _____

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

BY: _____
Robert E. Bruchey, III, Mayor

SEPTEMBER 2010

**REQUIREMENTS AND CONTRACT PROVISIONS FOR THE PROJECT
FINANCED THROUGH THE MARYLAND WATER QUALITY REVOLVING LOAN
FUND AND THE MARYLAND DRINKING WATER REVOLVING LOAN FUND
DEPARTMENT OF THE ENVIRONMENT
STATE OF MARYLAND**

The project or segment thereof to be constructed in accordance with these contract documents is subject to the following requirements. In the event of conflict with other requirements of the contract documents, the following requirements control unless the requirement is a minimum requirement. Nothing in this document shall be construed to prohibit the owner from requiring additional assurances, guarantees, indemnities, or other contractual requirements from any other party to this agreement.

I. ASSURANCES FOR COMPLIANCE WITH THE FOLLOWING FEDERAL LAWS AND REGULATIONS:

- 1. NON-DISCRIMINATION IN EMPLOYMENT**
- 2. DEBARMENT**
- 3. ANTI-KICKBACK**
- 4. CONTRACT WORK HOURS AND SAFETY STANDARDS.**
- 5. COMPLIANCE WITH CFR 40 247– 254 (RCRA - SECTION 6002)**
- 6. COMPLIANCE WITH PREVAILING FEDERAL WAGE RATES UNDER THE DAVIS-BACON AND RELATED ACTS**

II. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

- GUIDANCE DOCUMENTS AND FORMS (EPA & STATE FORMS)**

(Performance of the good faith steps are required, regardless of goal achievement. All information is to be submitted to the owner, prior to the owner's award of the contract, UNLESS OTHERWISE DIRECTED BY THE OWNER).

III. PRESIDENTIAL DOCUMENTS

- ATTACHMENT II**

EXECUTIVE ORDER 13202 of February 17, 2001

EXECUTIVE ORDER 13208 of April 8, 2001

IV. SEVERABILITY

V. PROJECT SIGN

I. ASSURANCES

The contractor is required to comply with the Federal laws and regulations in regard to non-discrimination in employment, debarment, anti-kickback, contract work hours and safety standards, and prevailing Federal wage rates under the Davis-Bacon and related acts as delineated below.

1. Non-discrimination in Employment:

The contractor is required to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.

The contract for the work under this proposal will obligate the prime contractor and its subcontractors not to discriminate in employment practices.

The contractor shall not maintain or provide for his/her employees the facilities, which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis.

The contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain his/her eligibility to receive the award of the contract.

The contractor must be prepared to comply in all respects with the Contract Provisions regarding non-discrimination, as stipulated under the Labor Standards.

2. Debarment:

Under Executive Order 12549, an individual or organization debarred from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Therefore, the bidder as an individual or as an organization, presently debarred, suspended, proposed for debarment, will be declared ineligible to participate in bidding the proposed contract as a prospective recipient of financial assistance from the Maryland Department of the Environment.

The contractor shall not enter into any sub-contract with any individual, firm or organization debarred from Government contracts pursuant to Executive Order 11246.

3. Anti-kickback:

The contractor and/or its sub-contractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874). Any evident illicit kickback practice in any shapes or forms will cause termination of the contract.

4. Contract Work Hours and Safety Standards:

The contractor and/or its sub-contractors shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).

5. Compliance with 40 CFR: 247– 254 (RCRA - Section 6002):

The contractor shall comply with the guidelines contained in 40 CFR 247– 254 (Section 6002 of the Resource Conservation and Recovery Act).

State and local recipients and sub-recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

6. Compliance with Prevailing Federal Wage Rates under the Davis-Bacon and Related Acts:

All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government programs including the State Revolving Loan fund shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in

accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C.App.) and section 3145 of title 40, United States Code. Most recent Federal prevailing wages can be obtained from: <http://www.gpo.gov/davisbacon/md.html>

The prevailing wage determination category that should be used for this project is Heavy Construction (including water and sewer). This determination is based on the Federal Department of Labor Wage and Hour Division classification.

At the time of bidding, the apparent low bidder shall sign the form of “Assurances for Compliance with Federal Laws and Regulations” pertaining to non-discrimination in employment, debarment, anti-kickback, contract work hours and safety, and compliance with prevailing Federal wage rates under the Davis-Bacon and related acts. The form is appended herewith in Section I.

ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Project Name: _____ **Contract No. (if applicable):** _____

The contractor is required to comply with the following Federal laws and regulations:

- 1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.**
- 2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246.**
- 3. Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874).**
- 4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).**
- 5. Compliance with Guidelines Contained in 40 CFR 247-254 (RCRA - Section 6002).**
- 6. The prevailing Federal wage rates as determined by the U.S. Department of Labor under the Davis-Bacon and related acts. Available at: <http://www.gpo.gov/davisbacon/md.html>**

General Decision Number: _____ **Date:** _____

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulation will be the sufficient reason to cause termination of the contract.

Contractor

Signed by: _____
Authorized Officer

Date

Name (Print)

Title (Print)

**Maryland Department of the Environment
Maryland Water Quality & Drinking Water Revolving Loan Fund Programs
Disadvantaged Business Enterprise Program (DBE)
Guidance for Prime (Construction & A/E) Contractors**

The Maryland Water Quality and Drinking Water Revolving Loan Fund Programs (RLF) receive federal funds from the U.S. Environmental Protection Agency (EPA). The funds are used to provide low interest rate loans to finance water quality and drinking water capital projects. As a condition of federal grant awards, EPA regulations require that loan recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBEs who are small business enterprises (SBE's), minority business enterprises (MBE's) and women's business enterprises (WBE's). A/E service consultants who receive loan funds are also considered as prime contractors and must comply with DBE requirements. Additionally, EPA's DBE rule requires loan recipients and sub-recipients to adhere to the terms and conditions in Appendix A attached hereto.

To ensure compliance with EPA DBE requirements, the MWQFA has developed guidance for both Loan Recipients and Prime Contractors (sub-recipients) to undertake certain good faith efforts to provide opportunities for DBE firms to participate in contracts. EPA regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. MDE's negotiated DBE participation goals with EPA for any project during FY 2009 - 2012 are below. The goals below are not a quota and apply to DBE participation only.

| <i>Procurement Category</i> | <i>MBE Goal (%)</i> | <i>WBE Goal (%)</i> |
|------------------------------------|----------------------------|----------------------------|
| Construction | 11 | 11 |
| Equipment | 11 | 11 |
| Services | 12 | 10 |
| Supplies | 11 | 11 |

Good Faith Efforts: The following good faith efforts apply to the procurement categories involving EPA financial assistance funds (See Appendix B: EPA Good Faith Efforts):

- Step 1:** Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities by placing qualified DBEs on solicitation lists whenever they are potential sources.
- Step 2:** Establishing delivery schedules, where the requirement permits to encourage participation by DBEs. The prime contractor should allow a 30-day minimum advertising period for bidding.
- Step 3:** Dividing total requirements, when economically feasible, into small tasks or quantities, to permit maximum participation of DBEs.
- Step 4:** Encourage contracting with a consortium of DBEs, when a contract is too large for one of these firms to handle individually.
- Step 5:** Using the services and assistance of the Maryland Department of Transportation (MDOT), the United States Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (See Appendix C).
- Step 6:** Require each sub-contractor, if subcontracts are to be let, to take the steps 1- 5.

**Please submit all information to:
DBE Coordinator, MWQFA
1800 Washington Blvd., Baltimore MD 21230
Phone: 410-537-3146, FAX: 410-537-3968
<http://www.mde.state.md.us>**

Disadvantage Business Enterprise Program (DBE)

Guidance for Prime (Construction & A/E) Contractors

Demonstration of the Six Good Faith Efforts. See Appendices A & B for additional bidding instructions and contract administrative provisions.

A: Prime contractors are required to undertake good faith efforts. Steps 1 & 5 can be attained by developing a bidders list of qualified DBE firms that can bid as sub-contractors. The prime contractors should advertise in minority, local and regional newspapers and obtain a bidders list from the loan recipient to supplement their list. The bidders list used during sub-contractor solicitation must be available throughout the project's construction period.

In developing bidders list of qualified DBE firms for participation as sub-contractors in construction, equipment, services, and supplies, the prime contractors should contact and gather information from different resources (See Appendix C) such as:

- Loan Recipient
- U.S. Small Business Administration (US-SBA)
- Minority Business Development Agency (MBDA) of the US Department of Commerce
- Maryland Department of Transportation (MDOT)

The DBE bidders lists may be classified with Standard Industrial Classification (SIC) or NAICS codes, should be updated periodically, and should be made available to sub-contractors to solicit additional sub-contractors, if necessary. **The prime contractor is required to keep the bidders list throughout the project's construction period.**

B: Prime contractors are also required to undertake good faith efforts. Steps 2, 3, & 4, can be utilized during the project planning, design and/or pre-bidding phase, to assure that qualified DBE firms have procurement opportunities in construction, equipment, services, and supplies.

To provide procurement opportunities to DBE firms, the Prime Contractor should undertake the following:

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts.
- Use the bidders list developed in Item A (above) to solicit DBE firms as sub contractors.
- Invite DBE firms, where appropriate, to meetings, conferences, etc., to inform them of procurement opportunities and develop, where possible, reasonable contract and delivery schedules that encourage and facilitate participation by DBEs.
- Determine if a project can be broken down into smaller components/contracts to allow opportunity for DBE firms to bid as sub-contractors.
- For projects broken down into smaller components (e.g., painting, roofing, excavation, pipe laying, etc.) ensure that the delivery schedules are reasonable.
- Encourage DBE firms, where appropriate, to apply as a consortium, or as part of a consortium of DBEs, when a contract is too large for one of these firms to handle individually.

MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard Suite 515 Baltimore MD 21230-1718

410 537 3146 1-800-633-6101 <http://www.mde.state.md.us>

Disadvantaged Business Enterprise (DBE) Good Faith Efforts Checklist To be completed by Prime (Construction & A/E) Contractor

Project Name:

Procurement Category: Check box for all M/WBE procurement categories being reported under the above referenced project. **Construction** ☐ **Equipment** ☐ **Services** ☐ **Supplies** ☐

For each procurement action, please answer the following questions

A: Develop Bidders List of DBE firms

- | | | | |
|----|--|------------------------------|-----------------------------|
| A1 | Did you develop a Bidders List of DBE firms? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| A2 | Did you advertise in minority, local, regional papers or Dodge Report? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| A3 | Did you send invitation for bids to DBE trade associations? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| A4 | Did you contact US-SBA/MBDA/MDOT? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| A5 | Did you receive Bidders List from Loan Recipient? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| A6 | Did you provide MDE with Bidders List? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

B: Smaller work components and delivery schedules

- | | | | |
|----|---|------------------------------|-----------------------------|
| B1 | Did DBE firms have opportunities to bid as sub contractors? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| B2 | Did you break down the project, where economically feasible, into smaller components for DBE firms to bid as sub-contractors? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| B3 | Do project components have reasonable delivery schedules? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| B4 | Did you allow a reasonable time for DBEs to bid? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| B5 | Did you encourage DBEs to bid as a consortium due to project size? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

C: Solicitation Summary of DBE firms (*Prime Contractor must fill EPA Form 6100-4*)

- | | | | |
|----|--|------------------------------|-----------------------------|
| C1 | Did you use the Bidders List to solicit subcontractors? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| C2 | Did DBE firms bid as sub contractors (provide list, work type, & price)? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| C3 | Did you select any DBE firms as sub-contractor? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| C4 | Is the subcontractor using any additional subcontractors? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Prime contractor must fill out EPA Form 6100-4. Prime contractor must provide EPA Forms 6100-2 & 6100-3 to each subcontractor. Prime contractor must submit completed EPA Form 6100-3 & 6100-4 to loan recipient.

Supporting Documentation

In support of the actions taken in items A, B, and C, (above), all prime contractors must attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers. Examples of supporting documentation include: (i) Bidders List of DBE firms; (ii) list of sub-contract work elements possible under the prime contract; (iii) proof of contact with DBE firms as potential sub contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.; (iv) copies of all procurement advertisements; and, (v) list of all sub contractors that submitted bids/RFP.

Prime Contractor's Name and Title

Prime Contractor Official's Signature/ Date

Contact Phone # _____



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

| | |
|-------------------------------|----------------|
| BID/PROPOSAL NO. | PROJECT NAME |
| NAME OF PRIME BIDDER/PROPOSER | E-MAIL ADDRESS |
| ADDRESS | |
| TELEPHONE NO. | FAX NO. |

The following subcontractors¹ will be used on this project:

| COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS | TYPE OF WORK TO BE PERFORMED | ESTIMATE D DOLLAR AMOUNT | CURRENTLY CERTIFIED AS AN MBE OR WBE? |
|--|---------------------------------|--------------------------------|--|
| | | | |

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature Of Prime Contractor

Date

Print Name

Title

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

| |
|-------------------------|
| OMB Control No: _____ |
| Approved: _____ |
| Approval Expires: _____ |

Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form**

| | | |
|--|---|---|
| NAME OF SUBCONTRACTOR ¹ | | PROJECT NAME |
| ADDRESS | | BID/PROPOSAL NO. |
| TELEPHONE NO. | | E-MAIL ADDRESS |
| PRIME CONTRACTOR NAME | | |
| CONTRACT ITEM NO. | ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME | PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR |
| | | |
| Currently certified as an MBE or WBE under EPA's DBE Program? ____ Yes ____ No | | |
| Signature of Prime Contractor _____ | | Date _____ |
| Print Name _____ | | Title _____ |
| Signature of Subcontractor _____ | | Date _____ |
| Print Name _____ | | Title _____ |

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.



Environmental
Protection Agency

OMB Control No: _____
Approved: _____
Approval Expires: _____

**Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form**

| | |
|------------------------------------|----------------|
| NAME OF SUBCONTRACTOR ¹ | PROJECT NAME |
| ADDRESS | CONTRACT NO. |
| TELEPHONE NO. | E-MAIL ADDRESS |
| PRIME CONTRACTOR NAME | |

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

| CONTRACT ITEM NO. | ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR | AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR |
|--|---|--|
| | | |

Subcontractor Signature

Title/Date

¹Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Environmental
Protection Agency

| |
|-------------------------|
| OMB Control No: _____ |
| Approved: _____ |
| Approval Expires: _____ |

Disadvantaged Business Enterprise Program DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

APPENDIX A: EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Loan Recipient Responsibilities:

- Include MDE's DBE guidance in each contract with a primary contractor, *MDE, October 2008*.
- Employ the six Good Faith Efforts during prime contractor procurement (§ 33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - a) To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
 - b) To provide EPA form 6100-2 – *DBE Subcontractor Participation Form* to all DBE subcontractors (Optional submittal by subcontractors) (§ 33.302(e)).
 - c) To submit EPA forms 6100-3 – *DBE Program Subcontractor Performance Form* and 6100-4 – *DBE Program Subcontractor Utilization Form* with bid package or proposal. (§ 33.302 (f) and (g)).
 - d) To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
 - e) To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
 - f) To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
 - g) To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
 - h) Provide grant recipient DBE participation achievements with bid proposal
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including BIDDERS LIST and documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).

- Provide EPA form number 6100-2 – *DBE Program Subcontractor Participation Form* and form number 6100-3 – *DBE Program Subcontractor Performance Form* to each DBE subcontractor prior to opening of the contractor's bid or proposal (§ 33.302(e) and (f)).
- Complete EPA form number 6100-4 – *DBE Program Subcontractor Utilization Form* (§ 33.302(g)).
- Submit to recipient with its bid package or proposal the completed EPA form number 6100-4, plus an EPA form number 6100-3 for each DBE subcontractor used in the contractor's bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Provide grant recipient DBE participation achievements with bid proposal.
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including BIDDERS LIST documentation of its, and its prime contractors', good faith efforts (§ 33.501(a)).

Subcontractor Responsibilities:

- May submit EPA form 6100-2 – *DBE Subcontractor Participation Form* to Romona McQueen, EPA Region 3 DBE Coordinator (§ 33.302(e)).
- Must complete EPA form 6100-3 – *DBE Program Subcontractor Performance Form*, and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

| EPA Form | Requirement | Provided By | Completed By | Submitted To |
|-----------------|---|--------------------|---|--|
| EPA Form 6100-2 | Loan Recipients required to have prime contractors provide form to Subcontractors | Prime Contractors | DBE Subcontractors (Optional) | EPA Region 3 DBE Coordinator Romona McQueen |
| EPA Form 6100-3 | Loan Recipients required to have prime contractors provide form to Subcontractors | Prime Contractors | DBE Subcontractors with Prime Contractor's Signature | Loan Recipients as part of a bid or proposal package |
| EPA Form 6100-4 | Loan Recipients required to have prime contractors complete the form | Loan Recipients | Prime Contractors | Loan Recipients as part of a bid or proposal |

Source: Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008

APPENDIX B: TITLE 40 PART 33 SUBPART C—GOOD FAITH EFFORTS**§ 33.102 When do the requirements of this part apply?**

The requirements of this part apply to procurement under EPA financial assistance agreements performed entirely within the United States, whether by a loan recipient or its prime contractor, for construction, equipment, services, and supplies.

§ 33.106 What assurances must EPA financial assistance recipients obtain from their contractors?

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

§ 33.206 Is there a list of certified MBEs and WBEs?

EPA OSDBU will maintain a list of certified MBEs and WBEs on EPA OSDBU's Home Page on the Internet. Any interested person may also obtain a copy of the list from EPA OSDBU. The Maryland Department of Transportation will also have a bidders list.

§ 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, even if it has achieved its fair share objectives under subpart D of this part:

- (a) Ensure DBEs are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

§ 33.302 Are there any additional contract administration requirements?

- (a) Loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- (b) Its prime contractor must notify loan recipient in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- (d) A recipient must require its prime contractor to employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of this part.
- (e) A recipient must require its prime contractor to provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator.
- (f) A recipient must require its prime contractor to have its DBE subcontractors complete EPA Form 6100-3—DBE Program Subcontractor Performance Form. A recipient must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package.
- (g) A recipient must require its prime contractor to complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.
- (h) Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.
- (i) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the Appendix A concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving an identified loan under a financial assistance agreement to capitalize a revolving loan fund.

§ 33.410 Can a recipient be penalized for failing to meet its fair share objectives?

A recipient cannot be penalized, or treated by EPA as being in noncompliance with this subpart, solely because its MBE or WBE participation does not meet its applicable fair share objective. However, EPA may take remedial action under § 33.105 for a recipient's failure to comply with other provisions of this part, including, but not limited to, the good faith efforts requirements described in subpart C of this part.

Source: Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008

**APPENDIX C: RESOURCE LISTING AND CONTACT INFORMATION
FOR UTILIZATION OF MINORITY AND WOMEN’S BUSINESS ENTERPRISES**

| Resource Listing | Contact | Website if applicable |
|---|--|---|
| State of Maryland Governor’s Office of Minority Affairs The mission of the Governor's Office of Minority Affairs (GOMA) is facilitating minority business enterprise activities through coordinating and promoting government programs aimed at strengthening and preserving the state’s minority and women owned businesses. | Governor's Office of Minority Affairs Suite 1502 6 Saint Paul Street Baltimore MD 21202 767-8232 1-(877) 558-0998 f-(410) 333-7568 info@mdminoritybusiness.com | http://www.oma.state.md.us/ |
| U.S. Small Business Administration (SBA) In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector. | Website | www.sba.gov/businessop/findop/matchmaking.html |
| CCR/Pro-Net is an extensive database that combines the SBA’s Pro-Net database and the DOD’s Central Contractor Registration database of small businesses. | CCR Assistance Center 888-227-2423 269-961-5757 DSN: 661-5757 | www.ccr.gov/ Select “Dynamic Small Business |
| U. S. Small Business Administration (SBA) - MD. District Office | City Crescent Bld. 6 th Floor 10 South Howard St. Baltimore MD 21201 Phone: 410 962-6195 | www.sba.gov/md/index.html |
| Minority Business Development Administration (MBDA): The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBE’s. Recipients and bidders should contact the centers and provide notices of contracting opportunities. Also, see the Phoenix database, which matches minority companies with business opportunities. | 1401 Constitution Ave NW Washington, D.C. 20230 Email: support@mbda.gov 1.888.324.1551 | www.mbda.gov/ |
| Standard Industrial Classification Codes (SIC) or North American Industry Classification System (NAICS) codes visit the website. | Website | www.sba.gov/size/sizetable2002.html |
| Maryland Department of Transportation (MDOT) and the Minority/Disadvantaged Business Enterprise (MDOT – MBE/DBE). Loan recipients and bidders may locate qualified | Office Address 7201 Corporate Drive Hanover, MD 21076 | www.mdot.state.md.us/MBE_Program/index.html http://www.e- |

| | | |
|---|--|--|
| M/WBE's through the MBE/WBE Directory. | Or Mailing Address: P.O. Box 548 Hanover, MD 21076 | mdot.com/MBE Program/directory Click on "Proceed to Directory. Select any combination of the fields to identify M/WBE's for the specific project opportunities. |
| U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU) – OSDBU's mission includes "fostering opportunities for partnerships, contracts, subagreements, and grants for small and socioeconomically disadvantaged concerns". One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU. | US.EPA Office of Small Programs 1200 Pennsylvania Avenue NW Mail Code 1230T Washington, D.C. 20460 | http://cfpub.epa.gov/sbvps/ http://www.epa.gov/osdbu/ Select "search the OSDBU Registry" Click on the search criteria of interest (ethnicity, size, SIC, etc.) |
| National Black Chamber of Commerce | 1350 Connecticut Ave. N.W. Suite 405 Washington D.C. 20036 Phone: 202 466-6888 Fax: 202 466-4918 | www.nationalbcc.org Email: info@nationalbcc.org |
| Virginia Hispanic Chamber of Commerce (Northern Va.) | 8300 Boone Blvd., 4 TH Floor Vienna, VA 22182 Phone: 804.378.4099 Fax: 703 893-1269 | www.vahcc.com |
| U.S. Hispanic Chamber of Commerce | 2175 K Street NW Suite 100 Washington, D.C. 20037 | www.usbcc.com |
| National Association of Minority Contractors (NAMC) | 666 11 Street N.W. Suite 520 Washington D.C. 20001 Phone: 202 347-8250 | www.namcline.com |
| Maryland/Washington Minority Contractors (MWMCA) | 1107 North Point Blvd, Suite 227 Baltimore, MD 21224 410.282.6101 410.282.6102 –fax | www.mwmca.org |
| National Association of Women's Business Owners (NAWBO) – National | 1760 Old Meadow Rd. Ste 500 McLean VA 22102 Phone: 800.556.NAWBO 703.506.3268 703.506.3266-fax | www.nawbo.org |

| | | |
|--|--|---|
| NAWBO Baltimore Regional Chapter | 4404 Silverbrook Lane, Suite E-204 Owings Mills MD 21117 Phone: 410 876-0502 410.654.9734-fax | www.nawbomaryland.org Email: info@nawbomaryland.org |
| NAWBO Delaware Chapter | P.O. Box 4657 Greenville Station Greenville, DE 19807-4657 Phone: 302 355.9945 | www.nawbodelaware.org Email: info@nawbodelaware.org |
| MD/DC Minority Supplier Development Council (MSDC) | 10770 Columbia Pike Lower Level, Suite L100 Silver Spring MD 20901 Phone: 301 592-6710 Fax: 301 592-6704 | http://mddccouncil.org/ |
| National Minority Supplier Development Council, Inc. (NMSDC) | 1040 Avenue of the Americas, 2 nd Floor New York, New York 10018 Phone: 212 944-2430 212.719.9611-fax | www.nmsdcus.org/ |
| UIDA Business Services is a Native American Procurement and Technical Assistance Center-maintains a comprehensive database of Native American owned firms | 86 South Cobb Drive, MZ:0510 Marietta, GA 30063-0510 Phone, 770 494-0431 770.494.1236-fax or <u>Northeast Region</u> 2340 Dulles Corner Blvd Mail Stop: 1n01 Herndon, VA 20171 Phone: 703.561.3120 703.561.3124-fax | www.uida.org |
| Diversity Business (A multi-cultural online resource) | 200 Pequot Avenue Southport, CT 06890 Phone 203.255.8966 203.255.8501-fax | www.diversitybusiness.com/ |
| National Association of Women in Construction | 327 S. Adams Street Fort Worth, TX 76104 Phone: 1-800-552-3506 Phone: 817.877.5551 817.877.0324-fax | www.nawic.org/ |

III. PRESIDENTIAL DOCUMENTS

PRESIDENTIAL EXECUTIVE ORDER 13202 OF FEBRUARY 17, 2001 and PRESIDENTIAL EXECUTIVE ORDER 13208 OF APRIL 8, 2001 are appended as Attachment II.

IV SEVERABILITY

In the event any provision of the within and foregoing Requirement, including any attachment thereto, shall be held illegal, invalid, unconstitutional or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

V. PROJECT SIGN

The prime contractor shall provide and erect a sign at a prominent location at each construction site. The owner shall approve the site for the sign erection. The sign shall be prepared in accordance with detailed instructions to be provided by Maryland Department of the Environment (MDE).

It shall be the responsibility of the contractor to protect and maintain the sign in good conditions throughout the life of the project.

Attachment II

Presidential Documents**Executive Order 13202 of February 17, 2001****Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects**

By the authority vested in me as President by the Constitution and laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the taxpayers; (4) expand job opportunities, especially for small and disadvantaged businesses; and (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that:

Section 1. To the extent permitted by law, any executive agency awarding any construction contract after the date of this order, or obligating funds pursuant to such a contract, shall ensure that neither the awarding Government authority nor any construction manager acting on behalf of the Government shall, in its bid specifications, project agreements, or other controlling documents:

(a) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

(b) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

(c) Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

Sec. 2. Contracts awarded before the date of this order, and subcontracts awarded pursuant to such contracts, whenever awarded, shall not be governed by this order.

Sec. 3. To the extent permitted by law, any executive agency issuing grants, providing financial assistance, or entering into cooperative agreements for construction projects, shall ensure that neither the bid specifications, project agreements, nor other controlling documents for construction contracts awarded after the date of this order by recipients of grants or financial assistance or by parties to cooperative agreements, nor those of any construction manager acting on their behalf, shall contain any of the requirements or prohibitions set forth in section 1(a) or (b) of this order.

Sec. 4. In the event that an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, performs in a manner contrary to the provisions of sections 1 or 3 of this order, the executive agency awarding the contract, grant, or assistance shall take such action, consistent with law and regulation, as the agency determines may be appropriate.

Sec. 5. (a) The head of an executive agency may exempt a particular project, contract, subcontract, grant, or cooperative agreement from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds that special circumstances require an exemption in order to avert an imminent threat to public health or safety or to serve the national security.

(b) A finding of "special circumstances" under section 5(a) may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations, or concerning employees on the project who are not members of or affiliated with a labor organization.

Sec. 6. (a) The term "construction contract" as used in this order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The term "executive agency" as used in this order shall have the same meaning it has in 5 U.S.C. 105, excluding the General Accounting Office.

(c) The term "labor organization" as used in this order shall have the same meaning it has in 42 U.S.C. 2000e(d).

Sec. 7. With respect to Federal contracts, within 60 days of the issuance of this order, the Federal Acquisition Regulatory Council shall take whatever action is required to amend the Federal Acquisition Regulation in order to implement the provisions of this order.

Sec. 8. As it relates to project agreements, Executive Order 12836 of February 1, 1993, which, among other things, revoked Executive Order 12818 of October 23, 1992, is revoked.

Sec. 9. The Presidential Memorandum of June 5, 1997, entitled "Use of Project Labor Agreements for Federal Construction Projects" (the "Memorandum"), is also revoked.

Sec. 10. The heads of executive departments and agencies shall revoke expeditiously any orders, rules, regulations, guidelines, or policies implementing or enforcing the Memorandum or Executive Order 12836 of February 1, 1993, as it relates to project agreements, to the extent consistent with law.

Sec. 11. This order is intended only to improve the internal management of the executive branch and is not intended to, nor does it, create any right to administrative or judicial review, or any right, whether substantive or procedural, enforceable by any party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.



THE WHITE HOUSE,
February 17, 2001

Federal Register

Vol. 68, No. 70

Wednesday, April 11, 2001

Presidential Documents**Title 3—****Executive Order 13208 of April 8, 2001****The President****Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects**

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 *et seq.*, and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the tax payers; (4) expand job opportunities, especially for small and disadvantaged businesses; (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; and (6) prevent the inefficiency that may result from the disruption of a previously established contractual relationship in particular cases; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that Executive Order 13202 of February 17, 2001, is amended by adding to section 5 of that order the following new subsection:

- (c) The head of an executive agency, upon application of an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, may exempt a particular project from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds: (i) that the awarding authority, recipient of grants or financial assistance, party to a cooperative agreement, or construction manager acting on behalf of the foregoing had issued or was a party to, as of the date of this order, bid specifications, project agreements, agreements with one or more labor organizations, or other controlling documents with respect to that particular project, which contained any of the requirements or prohibitions set forth in sections 1(a) or (b) of this order; and (ii) that one or more construction contracts subject to such requirements or prohibitions had been awarded as of the date of this order.

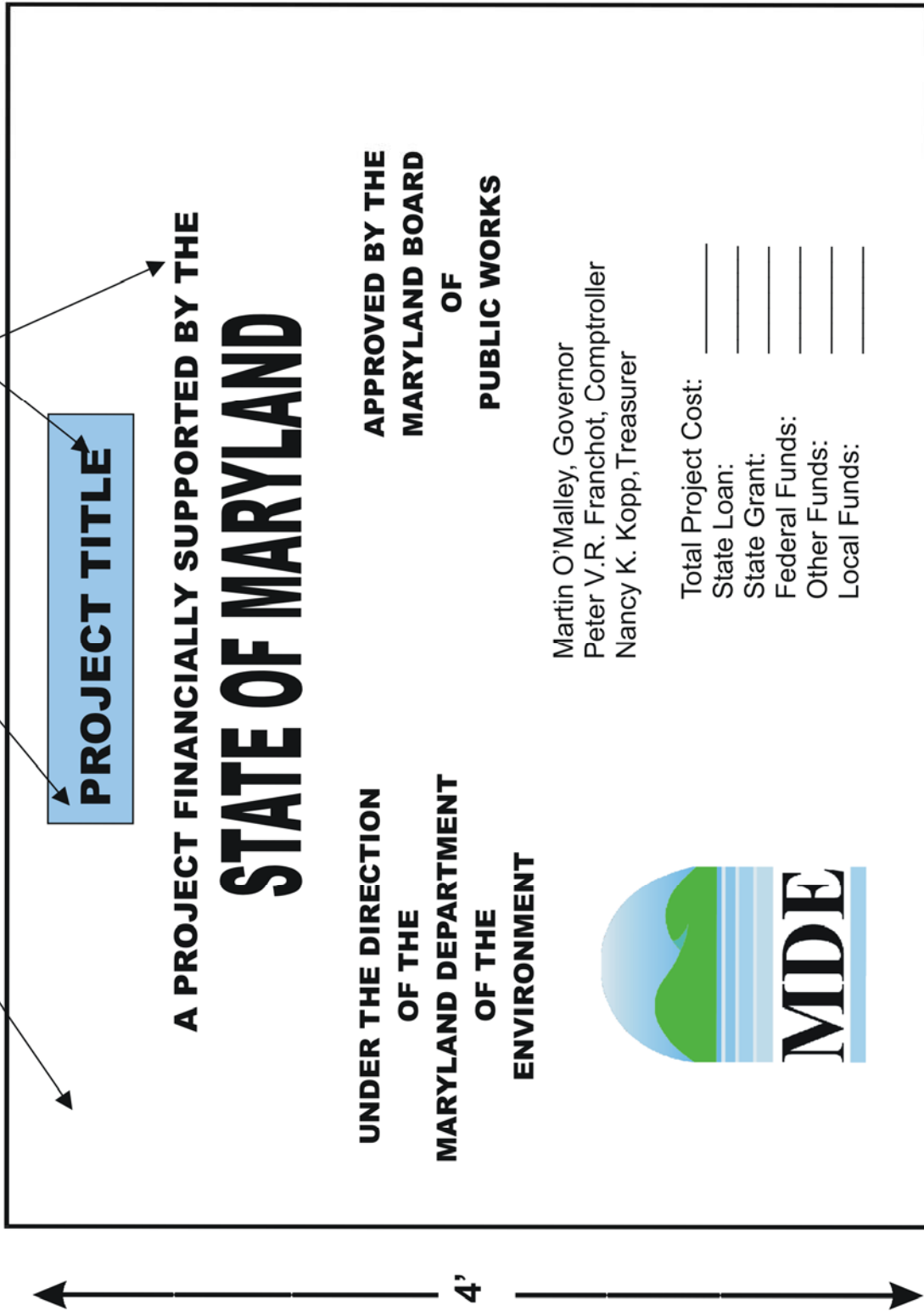


THE WHITE HOUSE,
April 6, 2001.

[FR Doc. 01-9086
Filed 4-10-01; 8:45 am]
Billing code 3195-01-P

THE CONSTRUCTION SITE SIGN FOR PROJECTS FINANCIALLY
SUPPORTED BY STATE REVOLVING LOAN FUNDS
AND OTHER FUND SOURCES

White Background Light Blue Scroll Black Letters



PROJECT SIGN

- **THE MATERIAL FOR THE SIGN SHALL BE EXTERIOR DENSITY OVERLAID PLYWOOD OR EQUAL**
- **ADEQUATE SUPPORT OF THE SIGN SHALL BE PROVIDED**
- **THE SIGN SHALL BE POSTED AT A PROPER LOCATION AND AT DISTANCE ABOVE TO PERMIT PUBLIC VIEWING**
- **MDE DECAL TO BE PROVIDED BY THE MARYLAND DEPARTMENT OF THE ENVIRONMENT**

ATTACHMENT NO. 8

General Decision Number: MD100116 09/03/2010 MD116

State: Maryland

Construction Type: Heavy

County: Washington County in Maryland.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 08/13/2010 |
| 1 | 09/03/2010 |

CARP1024-010 05/01/2009

| | Rates | Fringes |
|---------------------------------|----------|---------|
| CARPENTER (Form Work Only)..... | \$ 25.00 | 11.05 |
| ----- | | |
| * ELEC0307-010 05/31/2010 | | |

| | Rates | Fringes |
|-------------------------|----------|----------|
| ELECTRICIAN..... | \$ 28.30 | 5%+13.25 |
| ----- | | |
| ENGI0037-017 05/01/2009 | | |

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR: (Bobcat/Skid Loader; Bulldozer; Drill; Excavator; Grader/Blade; Loader; Mechanic; Piledriver)..... | \$ 23.42 | 12.55+a |
| a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. | | |
| ----- | | |
| IRON0016-013 04/01/2010 | | |

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER, REINFORCING AND STRUCTURAL..... | \$ 26.38 | 16.25 |
| ----- | | |
| LABO0616-011 05/01/2010 | | |

| | Rates | Fringes |
|---|----------|---------|
| LABORER: Mason Tender - Cement/Concrete..... | \$ 18.31 | 13.30 |
| ----- | | |
| SUMD2010-075 07/08/2010 | | |

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER, Excludes Form Work.... | \$ 19.05 | 3.77 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 19.88 | 4.88 |
| LABORER: Common or General..... | \$ 14.64 | 0.00 |
| LABORER: Flagger..... | \$ 15.71 | 8.58 |
| LABORER: Grade Checker..... | \$ 14.62 | 3.08 |
| LABORER: Landscape..... | \$ 22.24 | 0.00 |
| LABORER: Mason Tender - Brick... | \$ 15.93 | 7.83 |
| LABORER: Pipelayer..... | \$ 14.27 | 2.04 |
| OPERATOR: Crane..... | \$ 21.26 | 7.41 |
| OPERATOR: Gradall..... | \$ 20.50 | 8.89 |
| OPERATOR: Paver..... | \$ 17.53 | 9.07 |
| OPERATOR: Roller..... | \$ 16.66 | 0.00 |
| OPERATOR: Trackhoe..... | \$ 20.47 | 10.20 |
| PAINTER: Brush, Roller, Spray and Steel..... | \$ 24.32 | 6.91 |
| ----- | | |
| TEAM0453-004 05/01/2008 | | |

| | Rates | Fringes |
|---------------------------------|----------|---------|
| TRUCK DRIVER: Dump Truck | | |
| 10 to 15 yard capacity..... | \$ 19.24 | 12.21 |
| Over 15 yard capacity..... | \$ 19.57 | 12.21 |
| Under 5 yard capacity..... | \$ 18.68 | 12.21 |
| TRUCK DRIVER: Lowboy Truck..... | \$ 19.57 | 12.21 |
| ----- | | |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

--

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

--

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: Approval of a Water Division Motion – Traveling Screens and Tank Mixing System Engineering Services by Hazen and Sawyer

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move that the Mayor and City Council approve the requested Change Order #4 for additional Engineer of Record Support Services for the RC Willson Phase 4 Project in the amount of \$217,274.00 (two hundred seventeen thousand two hundred seventy four dollars). This Project will address the Traveling Screens at the Water Treatment Plant and Tank Mixing Systems.

DATE OF INTRODUCTION: 8/30/16

DATE OF PASSAGE: 8/30/16

EFFECTIVE DATE: 8/30/16

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 8/30/2016

Approval For: _____
Consent Agenda: _____
New Business: X

Originating Department: Water Department **By:** Nancy Hausrath

| | |
|---|--|
| Account Number: <u>52-85001-5892-C0863</u> <u>and 52-85001-5892-C0651</u> | Account/Project Name: <u>Willson Treatment Plant Phase IV</u> <u>and SCADA Improvements</u> |
| Budget Amount: FY17 \$ <u>1,045,000</u> | Account Balance: \$ <u>1,045,000</u> Year <u>FY17</u> CIP Control No.: <u>C0863</u> |
| Budget Amount: \$ <u>325,000</u> | Account Balance: \$ <u>325,000</u> Year _____ CIP Control No.: <u>C0651</u> |
| Total: \$ <u>1,370,000</u> | Total: \$ <u>1,370,000</u> Year _____ |

Source Of Funds: Water Fund - CIP (Current & Future Bond Issue)

Unbudgeted: NA

| Quantity | Description | Value |
|----------|--|------------|
| 1 | R.C. Willson Water Treatment Plant Phase IV Improvements - Close-out (RMP/OSHA PSM), Tank Mixing Planning and Design and Traveling Screen Replacement. | \$ 217,274 |
| | | |
| | | |
| | | |

Above To Be Used For:

To provide Engineering Support Service to the City for Phase IV Close-Out requirements, Planning and Design services for the Traveling Screen Replacement Project and Tank Mixing Project.

Recommended Vendor:

Business Name: Hazen and Sawyer Environmental Engineers and Scientists

Address: One South Street, Suite 1150

City, State: Baltimore, Maryland 21202

Bid/Proposal/Quote No.: PUR-1152 Study and Design of Phase IV Improvements and Compliance with DBP2 Regulations

Other Vendors:

| <u>Firm</u> | <u>City, State</u> | <u>Amount</u> |
|-------------|--------------------|---------------|
|-------------|--------------------|---------------|

None - Change order to existing contract - contract was initially bid through Washington County Purchasing.

Comments

Department Manager (required on all unbudgeted items):
Project funded in the FY17 and projected FY18 Budget

M. S. Spiker

Director of Utilities

August 16, 2016

Date

Nancy Hausnath

Water Operations Manager

August 16, 2016

Date

Finance Department

Recommend Approval.

Jacott Miller

Signature

8/19/2016

Date

Finance Manager:

Recommend approval

R. Rose

Signature

8/19/16

Date

City Administrator's Recommendation:

Approval

Valerie A Means

Signature

8/17/16

Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Purchase: Backhoe and Hydraulic Hammer - JESCO (Frederick, MD) \$ 123,787.27

Mayor and City Council Action Required:

Requested Water Division Purchase through JESCO, Inc. of a JD Backhoe and Allied Hammer in the amount of \$123,787.27.

Discussion:

Purchase of a John Deere 310SL Backhoe and an Allied Hydraulic Hammer to replace Unit 237 (1998 JD Backhoe).

Purchase is a piggy-back on Washington County, MD (HGACBuy Contract - documentation attached).

Note that adequate funds are available in the Water Fund to cover this purchase. This purchase was budgeted for FY16 and was delayed to allow for the purchase of 2 Water Distribution Service Trucks. Unspent fund balance to replace Water Division vehicles in FY15 and FY16 was \$16,490 and \$148,516, respectively. Staff continues to work to extend the useful life of the fleet vehicles to reduce capital expenditures where possible.

Financial Impact:

Account # 5285001-5892-C0117 has an account balance of \$387,000 in FY17

Recommendation:

Staff recommended approval

Motion:

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: August 30, 2016

TOPIC: Approval of a Water Division Motion – the Purchase of a John Deere 310SL Backhoe and Allied Hydraulic Hammer

| | |
|-------------------|---|
| Charter Amendment | ? |
| Code Amendment | ? |
| Ordinance | ? |
| Resolution | ? |
| Other | |

MOTION: I hereby move that the Mayor and City Council approve the purchase of a John Deere 310SL Backhoe and Allied Hydraulic Hammer in the amount of \$123,787.27 (one hundred twenty three thousand seven hundred eighty seven dollars and twenty seven cents) from JESCO, Inc. utilizing account # 5285001-5892-C0117.

DATE OF INTRODUCTION: 8/30/16
DATE OF PASSAGE: 8/30/16
EFFECTIVE DATE: 8/30/16

Action Dates:

Regular Session 08/30/16

ATTACHMENTS:

| File Name | Description |
|---|--|
| Water_Division_Motion_for_John_Deere_310SL_Backhoe_and_Allied_Hydraulic_Hammer__083016.docx | Water Division Motion for John Deere 310SL Backhoe and Allied Hydraulic Hammer 083016 |
| Water_Division_Consent_Form_JESCO_JD_Backhoe_and_Allied_Hammer_083016.pdf | Water Division Consent Form JESCO JD Backhoe and Allied Hammer 083016 |
| Water_Division_FY16_Vehicle_CIP_083016.pdf | Water Division FY16 Vehicle CIP 083016 |
| Water_Division_FY17_Vehicle_CIP_083016.pdf | Water Division FY17 Vehicle CIP 083016 |
| Water_Division_Vehicle_Replacement_Form_Veh_237_Backhoe.xls | Water Division Vehicle Replacement Form Veh 237 Backhoe |
| Water_Division_Backhoe_237_Maintenance_History_083016.pdf | Water Division Backhoe 237 Maintenance History 083016 |
| Motion_-_Backhoe____Hammer.pdf | Motion |

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: **Approval of a Water Division Motion – the Purchase of a John Deere 310SL Backhoe and Allied Hydraulic Hammer**

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move that the Mayor and City Council approve the purchase of a John Deere 310SL Backhoe and Allied Hydraulic Hammer in the amount of \$123,787.27 (one hundred twenty three thousand seven hundred eighty seven dollars and twenty seven cents) from JESCO, Inc. utilizing account # 5285001-5892-C0117.

DATE OF INTRODUCTION: 8/30/16
DATE OF PASSAGE: 8/30/16
EFFECTIVE DATE: 8/30/16

| | |
|-----------------|---|
| Approval For: | |
| Consent Agenda: | |
| New Business: | X |

| | | | |
|---|------------|---|-------------------------------|
| Account Number: 5285001-5892-C0117 | | Account/Project Name: Water Fund Vehicle Replacement | |
| Budget Amount: FY17 | \$ 387,000 | Account Balance: \$ | 387,000 |
| | | Year: FY17 | CIP Control No.: C0117 |
| | | Account Balance: | CIP Control No.: |
| | | Account Balance: | CIP Control No.: |
| | | Account Balance: | CIP Control No.: |
| Unbudgeted: NA | | Source Of Funds: | Water Fund |

Note that adequate funds are available in the Water Fund to cover this purchase. This purchased was budgeted for FY16 and was delayed to allow for the purchase of 2 Water Distribution Service Trucks. Unspent fund balance to replace Water Division vehicles in FY15 and FY16 was \$16,490 and \$148,516, respectively. Staff continues to work to extend the useful life of the fleet vehicles to reduce capital expenditures where possible.

| |
|---|
| Business Name: JESCO, Inc. |
| Address: 1525 Tilco Drive |
| City, State: Frederick, Maryland 21704 |

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Purchase of a John Deere 310SL Backhoe and an Allied Hydraulic Hammer to replace Unit 237 (1998 JD Backhoe). Purchase is a piggy-back on Washington County, MD (HGACBuy Contract - documentation attached).

Note that adequate funds are available in the Water Fund to cover this purchase. This purchase was budgeted for FY16 and was delayed to allow for the purchase of 2 Water Distribution Service Trucks. Unspent fund balance to replace Water Division vehicles in FY15 and FY16 was \$16,490 and \$148,516, respectively. Staff continues to work to extend the useful life of the fleet vehicles to reduce capital expenditures where possible.



Water Operations Manager

August 15, 2016

Date



Director of Utilities

August 15, 2016

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Capital Improvements Plan

FY 2016 thru FY 2020

City of Hagerstown, Maryland

Contact
Department

WOM
Water

| | | | |
|--------------|----------------|-----|--------------------|
| Project # | C0117 | GL# | 5285001-5840-C0117 |
| Project Name | Water Vehicles | | |

Type
Useful Life
Category

Veh - Repla
10 yrs
Utilities

Location Water Department

Priority

3 Cost Avoidance
3 Planned Improvement

Year Submitted on-going

Total Project Cost



| Description | | | | | | | | | | | | | | |
|------------------|---------------------|-----------|------------------|--------------|-----------|------------------|--------------|------------|------------------|--|--|----------|-------------------|--|
| FY16 | | | FY17 | | | FY18 | | | FY19 | | | | | |
| Unit 213 | Mower | \$ 4,600 | | | | | | | | | | | | |
| Unit 232 | 99 - 1 Ton Dump Trk | \$ 48,000 | | | | | | | | | | Unit 211 | F-750 \$ 78,750 | |
| Unit 237 | 98 | \$ 80,200 | Unit 205 | 03 Svc Trk | 81,700 | Unit 218 | F450 Box Trk | \$ 45,900 | | | | Dump | | |
| | Backhoe | | Unit 208 | 05 Svc Trk | \$ 68,000 | | | | | | | Unit 257 | Backhoe \$ 96,000 | |
| Unit PO3 | | \$ 21,000 | Unit 215 | 06 Dump Trk | \$ 86,700 | Unit 219 | 99 Crane Trk | \$ 154,000 | | | | Unit 240 | SUV \$ 24,700 | |
| | 07 Mail Trk | | | | | Unit 228 | Backhoe | \$ 96,200 | | | | | | |
| Unit 210 | 2000 3/4 Ton Trk | \$ 31,500 | Unit 226 | | \$ 22,500 | Unit 201 | 07 SUV | \$ 25,400 | | | | Unit 238 | Slope | |
| | | | | 07 Mtr. Rd | | | | | | | | Mower | \$ 54,500 | |
| Unit 212 | 2005 1/2 | \$ 25,600 | | | \$ 26,300 | Unit 221 | Mower | \$ 5,000 | | | | | | |
| | Ton Trk | | Unit 227 | 03 Trk PS | | | | | | | | | | |
| Unit 244 | 06 SUV | \$ 22,600 | Unit 254 | 04 Plant Trk | \$ 25,000 | | | | | | | | | |
| TOTAL \$ 233,500 | | | TOTAL \$ 310,200 | | | TOTAL \$ 326,500 | | | TOTAL \$ 253,950 | | | | | |

Capital Improvements Plan

FY 2017 thru FY 2021

City of Hagerstown, Maryland

Contact
Department

WOM
Water

Project # C0117 GL# 5285001-5840-C0117

Type
Useful Life
Category

Veh - Replace
10 yrs
Utilities

Project Name Water Vehicles

Location Water Department

Priority
3 Cost Avoidance
3 Planned Improvement

Year Submitted on-going

Total Project Cost



| Description | | | | | | | | | | | | | | |
|------------------|--------------------------|------------|------------------|--|--|------------------|-------------------|------------|------------------|------------|------------|--|--|--|
| FY17 | | | FY18 | | | FY19 | | | FY20 | | | | | |
| Unit 202 | 2500 Trk 4WD | \$ 25,000 | | | | Unit 208 | Ford F550 Svc Trl | \$ 85,000 | Unit 223 | Backhoe | \$ 125,000 | | | |
| Unit 205 | Ford 550 Svc Trk w/crane | \$ 85,000 | | | | Unit 211 | F-750 Dump | \$ 90,000 | Unit 233 | 1-ton Dump | \$ 60,000 | | | |
| Unit 228 | 01 Backhoe | \$ 100,000 | | | | Unit 257 | Backhoe | \$ 125,000 | Unit 201 | 07 SUV | \$ 25,000 | | | |
| Unit 234 | Ford 550 Svc Trk | \$ 85,000 | | | | Unit 241 | 08 SUV | \$ 25,000 | | | | | | |
| Unit P03 | Chevrolet Trk 4WD | \$ 22,000 | | | | Unit 204 | 2500 4WD Trk | \$ 45,000 | | | | | | |
| Unit 210 | 2500 Trk 4WD - RCW | \$ 25,000 | | | | Unit 254 | Ford F250 4WD | \$ 28,000 | | | | | | |
| Unit 227 | 2500 Trk 4WD PS's | \$ 45,000 | | | | | | | | | | | | |
| TOTAL \$ 387,000 | | | TOTAL \$ 257,000 | | | TOTAL \$ 398,000 | | | TOTAL \$ 210,000 | | | | | |

Justification

Replace Fleet Vehicles scheduled for replacement under the Vehicle Replacement Program - No additional vehicle are being added to the Water Dept. Fleet.
FY21 - Unit 206 F450 Svc Trk (\$90,000); Unit 219 Crane Trk (\$155,000); Unit 230 SUV (\$24,000); Unit 238 Slope Mower (\$55,000)

Replace Deteriorating Mobile Equipment to Improve Safety for Workers, and to Customer Service Request Time.

| Prior | Expenditures | FY '17 | FY '18 | FY '19 | FY '20 | FY '21 | Total | Future |
|-------|-----------------------|------------------|------------------|------------------|------------------|------------------|--------------------|--------|
| | Construction / Maint. | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Total | Equip/Vehicles | \$387,000 | \$257,000 | \$398,000 | \$210,000 | \$324,000 | \$1,576,000 | Total |
| | Total | \$387,000 | \$257,000 | \$398,000 | \$210,000 | \$324,000 | \$1,576,000 | |

| Prior | Funding Sources | FY '17 | FY '18 | FY '19 | FY '20 | FY '21 | Total | Future |
|-------|-----------------|------------------|------------------|------------------|------------------|------------------|--------------------|--------|
| | Water Fund | \$387,000 | \$257,000 | \$398,000 | \$210,000 | \$324,000 | \$1,576,000 | |
| Total | Total | \$387,000 | \$257,000 | \$398,000 | \$210,000 | \$324,000 | \$1,576,000 | Total |

Operational Impact/Other

Maintenance Costs Will Be Reduced With the Replacement of Older Fleet Vehicles.



| |
|---|
| CITY OF HAGERSTOWN |
| VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE |
| DISPOSAL INFORMATION/JUSTIFICATION |
| FISCAL YEAR 2016/17 |

Department: Utilities **Division:** Water

Vehicle Call #: 237 Model Yr: 1998 Serial #: T0310EX837941

Make: John Deere Model: Backhoe/Loader

Vehicle Description: 1998 John Deere Backhoe/Loader

Mileage/Hours: 6,600 Repair Costs to Date: \$50,440

of Service Orders: Condition: Poor

Reason(s) for Replacement:

| | |
|-------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> | Deteriorating Condition |
| <input type="checkbox"/> | Undersized for Type of Work |
| <input checked="" type="checkbox"/> | Hours and/or Age |
| <input type="checkbox"/> | Other (explain in detail) |

Is purchase an addition to the fleet? No

Reason for addition: _____

Disposition:

| | |
|-------------------------------------|----------------------|
| <input type="checkbox"/> | Addition |
| <input type="checkbox"/> | Transfer within City |
| <input checked="" type="checkbox"/> | Disposal/Auction |
| <input type="checkbox"/> | Junked |

Salvage Value: \$10,000

Notes:

Prepared By: Nancy Hausrath Date: 8/16/2016

Repair Order History

Search and Select:

| | | |
|-------|--------------------|--------------------|
| Units | Unit - Unit Number | 237 (Back Hoe) CMG |
|-------|--------------------|--------------------|

Report Parameters:

| | |
|------------------|---|
| R/O Work | ALL R/O's (Internal Work, External Work, or Both) |
| R/O Costs | ALL Costs (Internal and External) |
| Date (Out) Start | 2/1/2009 |
| Date (Out) End | 8/16/2016 |

Repair Order History

8/16/2016 8:22:13 AM

Eastern Standard Time

237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | | |
|------------------|----------|------------------|---------------|-----------------|--------------|--------------|--------------|
| 21602 | | 3/4/2016 | 6,544 Hours | Stanley Gunter | | | |
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | PMS-000-000 | \$33.57 | \$100.94 | \$134.51 |
| | | PERFORM B-PM | | | | | |
| Totals For 21602 | | | | | \$33.57 | \$100.94 | \$134.51 |

21463

| | | | | | | | |
|------------------|------|--|---------------|----------------|--------------|--------------|--------------|
| | | 2/12/2016 | | Stanley Gunter | | | |
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | 065-000-000 | \$47.60 | \$293.22 | \$340.82 |
| | | ROAD CALL WEST END RES HYD LEAK FIXED BROKEN HYD LINE | | | | | |
| Totals For 21463 | | | | | \$47.60 | \$293.22 | \$340.82 |

21275

| | | | | | | | |
|------------------|------|------------------|---------------|-------------|--------------|--------------|--------------|
| | | 1/4/2016 | | T&R Tire | | | |
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | 017-000-000 | \$135.53 | \$0.00 | \$135.53 |
| Totals For 21275 | | | | | \$135.53 | \$0.00 | \$135.53 |

21175

| | | | | | | | |
|------------------|------|------------------|---------------|-------------|--------------|--------------|--------------|
| | | 12/16/2015 | | T&R Tire | | | |
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | 017-000-000 | \$359.65 | \$0.00 | \$359.65 |
| Totals For 21175 | | | | | \$359.65 | \$0.00 | \$359.65 |

21090

| | | | | | | | |
|------------------|------|------------------|---------------|-------------|--------------|--------------|--------------|
| | | 11/27/2015 | | T&R Tire | | | |
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | 017-000-000 | \$135.53 | \$0.00 | \$135.53 |
| Totals For 21090 | | | | | \$135.53 | \$0.00 | \$135.53 |

20911

| | | | | | | | |
|--|--|-----------|--|----------------|--|--|--|
| | | 11/5/2015 | | Stanley Gunter | | | |
|--|--|-----------|--|----------------|--|--|--|

Repair Order History

8/16/2016 8:22:13 AM

Eastern Standard Time

237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | | |
|------------------|----------|------------------|---------------|-----------------|--------------|--------------|--------------|
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | 017-000-000 | \$175.50 | \$0.00 | \$175.50 |
| Totals For 20169 | | | | | \$175.50 | \$0.00 | \$175.50 |

20089

6/23/2015

T&R Tire

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|------|------------------|---------------|-------------|--------------|--------------|--------------|
| | | | Routine Work | 017-000-000 | \$165.50 | \$0.00 | \$165.50 |
| Totals For 20089 | | | | | \$165.50 | \$0.00 | \$165.50 |

19944

6/5/2015

T&R Tire

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|------|------------------|---------------|-------------|--------------|--------------|--------------|
| | | | Routine Work | 017-000-000 | \$298.23 | \$0.00 | \$298.23 |
| Totals For 19944 | | | | | \$298.23 | \$0.00 | \$298.23 |

19672

4/20/2015

T&R Tire

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|------|------------------|---------------|-------------|--------------|--------------|--------------|
| | | | Routine Work | 017-000-000 | \$110.00 | \$0.00 | \$110.00 |
| Totals For 19672 | | | | | \$110.00 | \$0.00 | \$110.00 |

19211

2/19/2015

Scott Kiser

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|------|--------------------------------|---------------|-------------|--------------|--------------|--------------|
| | | | Routine Work | 065-000-000 | \$23.90 | \$65.67 | \$89.57 |
| | | Make and replace hose on boom. | | | | | |
| Totals For 19211 | | | | | \$23.90 | \$65.67 | \$89.57 |

City of Hagerstown
Repair Order History

Page: 5 of 13
 8/16/2016 8:22:13 AM
 Eastern Standard Time

237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | | |
|------------------|----------|-----------------------|--------------------------|-----------------|--------------|--------------|--|
| 19075 | | 1/26/2015 | 6,368 Hours | Scott Kiser | | | |
| Vendor (Invoice) | | Date Work Description | Repair Reason VMRS Code | Parts Amount | Labor Amount | Total Amount | |
| | | | Routine Work PMS-000-000 | \$27.04 | \$131.34 | \$158.38 | |
| | | B-Maint | | | | | |
| Totals For 19075 | | | | \$27.04 | \$131.34 | \$158.38 | |

18962

| | | | | | | | |
|------------------|--|-------------------------------|--------------------------|--------------|--------------|--------------|--|
| | | 1/8/2015 | | Scott Kiser | | | |
| Vendor (Invoice) | | Date Work Description | Repair Reason VMRS Code | Parts Amount | Labor Amount | Total Amount | |
| | | | Routine Work 065-000-000 | \$259.61 | \$197.01 | \$456.62 | |
| | | Install hammer and make hoses | | | | | |
| Totals For 18962 | | | | \$259.61 | \$197.01 | \$456.62 | |

18735

| | | | | | | | |
|------------------|--|-----------------------|--------------------------|--------------|--------------|--------------|--|
| | | 11/25/2014 | | T&R Tire | | | |
| Vendor (Invoice) | | Date Work Description | Repair Reason VMRS Code | Parts Amount | Labor Amount | Total Amount | |
| | | | Routine Work 017-000-000 | \$298.23 | \$0.00 | \$298.23 | |
| Totals For 18735 | | | | \$298.23 | \$0.00 | \$298.23 | |

18482

| | | | | | | | |
|------------------|--|-----------------------|--------------------------|--------------|--------------|--------------|--|
| | | 10/10/2014 | | T&R Tire | | | |
| Vendor (Invoice) | | Date Work Description | Repair Reason VMRS Code | Parts Amount | Labor Amount | Total Amount | |
| | | | Routine Work 017-000-000 | \$165.50 | \$0.00 | \$165.50 | |
| Totals For 18482 | | | | \$165.50 | \$0.00 | \$165.50 | |

18425

| | | | | | | | |
|------------------|--|-----------------------|--------------------------|--------------|--------------|--------------|--|
| | | 9/30/2014 | | T&R Tire | | | |
| Vendor (Invoice) | | Date Work Description | Repair Reason VMRS Code | Parts Amount | Labor Amount | Total Amount | |
| | | | Routine Work 017-000-000 | \$165.50 | \$0.00 | \$165.50 | |
| Totals For 18425 | | | | \$165.50 | \$0.00 | \$165.50 | |

17914

| | | | | | | | |
|--|--|-----------|--|----------|--|--|--|
| | | 6/28/2014 | | T&R Tire | | | |
|--|--|-----------|--|----------|--|--|--|

Repair Order History

8/16/2016 8:22:13 AM

Eastern Standard Time

237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | |
|------------------|-----------------------|---------------|---------------|-----------------|--------------|--------------|
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Routine Work | 017-000-000 | \$279.00 | \$0.00 | \$279.00 |
| Totals For 17914 | | | | \$279.00 | \$0.00 | \$279.00 |

17870

6/27/2014

Paul Yeager

| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|--|-----------------------|---------------|-------------|--------------|--------------|--------------|
| | | Routine Work | 017-000-000 | \$0.00 | \$29.90 | \$29.90 |
| ROAD CALL TO WEST END. CHECK FLAT TIRE. COULD NOT INFLATE. TIRE OFF BEAD OF RIM. SEND T&R. | | | | | | |
| Totals For 17870 | | | | \$0.00 | \$29.90 | \$29.90 |

17597

5/16/2014

Scott Kiser

| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|----------------------------------|-----------------------|---------------|-------------|--------------|--------------|--------------|
| | | Routine Work | 80H-000-000 | \$0.00 | \$65.67 | \$65.67 |
| Flip cutting edge. Weld seat. | | | | | | |
| Totals For 17597 | | | | \$0.00 | \$65.67 | \$65.67 |

17187

3/7/2014

Scott Kiser

| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------------------------|-----------------------|---------------|-------------|--------------|--------------|--------------|
| | | Routine Work | 002-000-000 | \$0.00 | \$65.67 | \$65.67 |
| Check for broken seat. order parts | | | | | | |
| Totals For 17187 | | | | \$0.00 | \$65.67 | \$65.67 |

16929

1/23/2014 6,214 Hours

Paul Yeager

| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|-----------------------|---------------|-------------|--------------|--------------|--------------|
| | | Routine Work | PMS-000-000 | \$27.04 | \$89.70 | \$116.74 |
| PERFORM B-PM. | | | | | | |
| Totals For 16929 | | | | \$27.04 | \$89.70 | \$116.74 |

16922

1/22/2014

Paul Yeager

City of Hagerstown
Repair Order History

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Eastern Standard Time

237 (Back Hoe) CMG

| RO Number | RO Stage | | Date | Meter Reading | Mechanic/Vendor | | |
|--|----------|------------------|---------------|---------------|-----------------|--------------|--------------|
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | 032-000-000 | \$0.00 | \$59.80 | \$59.80 |
| ROAD CALL TO WEST END, WON'T START. JUMP START. HAD TO LET CHARGE TO GET STARTED. NEEDS TO HAVE BLOCK HEATER REPLACED. | | | | | | | |
| Totals For 16922 | | | | | \$0.00 | \$59.80 | \$59.80 |

16928

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------------------|-----------|------------------|---------------|-------------|--------------|--------------|--------------|
| | 1/22/2014 | | Routine Work | 042-000-000 | \$4.37 | \$59.80 | \$64.17 |
| REPLACE ENGINE BLOCK HEATER. | | | | | | | |
| Totals For 16928 | | | | | \$4.37 | \$59.80 | \$64.17 |

16886

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|-------------------|-----------|------------------|---------------|-------------|--------------|--------------|--------------|
| | 1/10/2014 | | Routine Work | 040-000-000 | \$108.38 | \$0.00 | \$108.38 |
| Smiths Implements | | | | | | | |
| Totals For 16886 | | | | | \$108.38 | \$0.00 | \$108.38 |

16792

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|--|------------|------------------|---------------|-------------|--------------|--------------|--------------|
| | 12/31/2013 | | Routine Work | 032-000-000 | \$179.74 | \$188.36 | \$368.10 |
| Go to west end resivour and jump backhoe. Bring inside shop . Replace both batt and clean up cables. | | | | | | | |
| | | | Routine Work | 042-000-000 | \$0.00 | \$32.84 | \$32.84 |
| Check out engine block heater. Element bad. Have to order new one. | | | | | | | |
| Totals For 16792 | | | | | \$179.74 | \$221.20 | \$400.94 |

16256

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|-----------|------------------|---------------|-------------|--------------|--------------|--------------|
| | 9/24/2013 | | Routine Work | 017-000-000 | \$341.09 | \$0.00 | \$341.09 |
| T&R Tire | | | | | | | |
| Totals For 16256 | | | | | \$341.09 | \$0.00 | \$341.09 |

15367

| | | | | | | | |
|----------|-----------|--|--|--|--|--|--|
| | 4/20/2013 | | | | | | |
| T&R Tire | | | | | | | |

Repair Order History

8/16/2016 8:22:13 AM

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237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | |
|------------------|-----------------------|---------------|---------------|-----------------|--------------|--------------|
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Routine Work | 017-000-000 | \$136.56 | \$0.00 | \$136.56 |
| Totals For 15367 | | | | \$136.56 | \$0.00 | \$136.56 |

14814

1/29/2013 6,061 Hours

Paul Yeager

| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|---|-----------------------|---------------|-------------|--------------|--------------|--------------|
| | | Routine Work | PMS-000-000 | \$45.96 | \$179.40 | \$225.36 |
| PERFORM B-PM. REPAIR BROKEN GREASE FITTINGS, AND REPAIR LIGHTS. | | | | | | |
| Totals For 14814 | | | | \$45.96 | \$179.40 | \$225.36 |

14583

12/17/2012

Scott Kiser

| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|--|-----------------------|---------------|-------------|--------------|--------------|--------------|
| | | Routine Work | 065-000-000 | \$124.52 | \$328.35 | \$452.87 |
| Replace bellcrank for front bucket controls. | | | | | | |
| Totals For 14583 | | | | \$124.52 | \$328.35 | \$452.87 |

14025

9/7/2012

T&R Tire

| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|-----------------------|---------------|-------------|--------------|--------------|--------------|
| | | Routine Work | 017-000-000 | \$143.98 | \$0.00 | \$143.98 |
| Totals For 14025 | | | | \$143.98 | \$0.00 | \$143.98 |

13717

7/18/2012

T&R Tire

| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|-----------------------|---------------|-------------|--------------|--------------|--------------|
| | | Routine Work | 017-000-000 | \$138.98 | \$0.00 | \$138.98 |
| Totals For 13717 | | | | \$138.98 | \$0.00 | \$138.98 |

City of Hagerstown
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237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | |
|------------------|--|------------------|---------------|-----------------|--------------|--------------|
| 13437 | | 5/24/2012 | | Daniel Craigie | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Breakdown | 065-000-000 | \$0.00 | \$57.02 | \$57.02 |
| | Went to armstrong ave for broken hydraulic hose. | | | | | |
| | | Totals For 13437 | | \$0.00 | \$57.02 | \$57.02 |

| | | | | | | |
|------------------|-----------------------|------------------|-------------|--------------|--------------|--------------|
| 12901 | | 3/1/2012 | 5,941 Hours | Paul Yeager | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Routine Work | PMS-000-000 | \$0.00 | \$119.60 | \$119.60 |
| | PERFORM B-PM. | | | | | |
| | | Totals For 12901 | | \$0.00 | \$119.60 | \$119.60 |

| | | | | | | |
|------------------|-----------------------|------------------|-------------|--------------|--------------|--------------|
| 12068 | | 9/15/2011 | | T&R Tire | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Routine Work | 017-000-000 | \$168.98 | \$0.00 | \$168.98 |
| | | Totals For 12068 | | \$168.98 | \$0.00 | \$168.98 |

| | | | | | | |
|------------------|-----------------------|------------------|-------------|--------------|--------------|--------------|
| 11931 | | 8/20/2011 | | T&R Tire | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Routine Work | 017-000-000 | \$142.20 | \$0.00 | \$142.20 |
| | | Totals For 11931 | | \$142.20 | \$0.00 | \$142.20 |

| | | | | | | |
|------------------|-----------------------|------------------|-------------|--------------|--------------|--------------|
| 11455 | | 6/9/2011 | | T&R Tire | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Routine Work | 017-000-000 | \$291.80 | \$0.00 | \$291.80 |
| | | Totals For 11455 | | \$291.80 | \$0.00 | \$291.80 |

| | | | | | | |
|-------|--|-----------|-------------|-------------|--|--|
| 10930 | | 3/11/2011 | 5,818 Hours | Scott Kiser | | |
|-------|--|-----------|-------------|-------------|--|--|

City of Hagerstown
Repair Order History

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237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | | |
|------------------|----------|------------------|---------------|-----------------|--------------|--------------|--------------|
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | PMS-000-000 | \$104.42 | \$197.01 | \$301.43 |
| | | B-Maint | | | | | |
| Totals For 10930 | | | | | \$104.42 | \$197.01 | \$301.43 |

10741

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|----------|------------------|---------------|-------------|--------------|--------------|--------------|
| | 2/2/2011 | | Routine Work | 017-000-000 | \$128.38 | \$0.00 | \$128.38 |
| Totals For 10741 | | | | | \$128.38 | \$0.00 | \$128.38 |

10541

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|----------|---|---------------|-------------|--------------|--------------|--------------|
| | 1/5/2011 | | Routine Work | 030-000-000 | \$172.36 | \$131.34 | \$303.70 |
| | | Replace batteries and test charging and starting system | | | | | |
| Totals For 10541 | | | | | \$172.36 | \$131.34 | \$303.70 |

10525

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|----------|---------------------------------|---------------|-------------|--------------|--------------|--------------|
| | 1/4/2011 | | Breakdown | MSC-000-000 | \$0.00 | \$57.02 | \$57.02 |
| | | Went to west end to jump start. | | | | | |
| Totals For 10525 | | | | | \$0.00 | \$57.02 | \$57.02 |

10369

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|-----------|----------------------|---------------|-------------|--------------|--------------|--------------|
| | 12/1/2010 | | Routine Work | 80H-000-000 | \$0.00 | \$65.67 | \$65.67 |
| | | Weld rear bucket pin | | | | | |
| Totals For 10369 | | | | | \$0.00 | \$65.67 | \$65.67 |

City of Hagerstown
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237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | |
|------------------|-----------------------|---------------|---------------|-----------------|--------------|--------------|
| 10127 | | 10/20/2010 | | RESLEY TIRES | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Routine Work | 017-000-000 | \$93.00 | \$0.00 | \$93.00 |
| Totals For 10127 | | | | \$93.00 | \$0.00 | \$93.00 |

| | | | | | | |
|------------------|-----------------------|---------------|-------------|--------------|--------------|--------------|
| 09551 | | 7/22/2010 | | Scott Kiser | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Routine Work | 80H-000-000 | \$28.94 | \$0.00 | \$28.94 |
| Totals For 09551 | | | | \$28.94 | \$0.00 | \$28.94 |

| | | | | | | |
|---|-----------------------|---------------|-------------|--------------|--------------|--------------|
| 09506 | | 7/15/2010 | | Scott Kiser | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Breakdown | 017-000-000 | \$0.00 | \$125.10 | \$125.10 |
| Remove and take tire to be repaired and reinstalled at West End | | | | | | |
| Totals For 09506 | | | | \$0.00 | \$125.10 | \$125.10 |

| | | | | | | |
|------------------|-----------------------|---------------|-------------|--------------|--------------|--------------|
| 09521 | | 7/15/2010 | | T&R Tire | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Routine Work | 017-000-000 | \$211.39 | \$0.00 | \$211.39 |
| Totals For 09521 | | | | \$211.39 | \$0.00 | \$211.39 |

| | | | | | | |
|--|-----------------------|---------------|-------------|--------------|--------------|--------------|
| 09010 | | 4/22/2010 | | Scott Kiser | | |
| Vendor (Invoice) | Date Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | Breakdown | 26H-000-000 | \$65.00 | \$187.65 | \$252.65 |
| replace shift switch at West end resv. | | | | | | |
| Totals For 09010 | | | | \$65.00 | \$187.65 | \$252.65 |

| | | | | | | |
|-------|--|-----------|-------------|-------------|--|--|
| 08784 | | 3/18/2010 | 5,632 Hours | Paul Yeager | | |
|-------|--|-----------|-------------|-------------|--|--|

City of Hagerstown
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237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | | |
|------------------|----------|---------------------------------|------------------|-----------------|--------------|--------------|--------------|
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | PMS-000-000 | \$36.05 | \$149.50 | \$185.55 |
| | | PERFORM B-PM. REPAIR HEADLINER. | | | | | |
| | | | Totals For 08784 | | \$36.05 | \$149.50 | \$185.55 |

08677

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|-----------|------------------|------------------|-------------|--------------|--------------|--------------|
| | 2/22/2010 | | Routine Work | 017-000-000 | \$300.80 | \$0.00 | \$300.80 |
| | | RESLEY TIRES | | | | | |
| | | | Totals For 08677 | | \$300.80 | \$0.00 | \$300.80 |

08600

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|-----------|---|------------------|-------------|--------------|--------------|--------------|
| | 2/16/2010 | | Breakdown | 030-000-000 | \$0.00 | \$99.72 | \$99.72 |
| | | Jump start and recharge batteries at west end | | | | | |
| | | | Totals For 08600 | | \$0.00 | \$99.72 | \$99.72 |

07420

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|-----------|---|------------------|-------------|--------------|--------------|--------------|
| | 7/29/2009 | | Routine Work | 002-000-000 | \$232.05 | \$166.29 | \$398.34 |
| | | 5,502 Hours CLEAN AND REMOVE OLD WINDOW GLASS AND SEAL. INSTALL NEW GLASS. | | | | | |
| | | | Totals For 07420 | | \$232.05 | \$166.29 | \$398.34 |

06911

| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
|------------------|-----------|------------------|------------------|-------------|--------------|--------------|--------------|
| | 4/21/2009 | | Routine Work | 017-000-000 | \$127.82 | \$0.00 | \$127.82 |
| | | T&R Tire | | | | | |
| | | | Totals For 06911 | | \$127.82 | \$0.00 | \$127.82 |

City of Hagerstown
Repair Order History

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237 (Back Hoe) CMG

| RO Number | RO Stage | Date | Meter Reading | Mechanic/Vendor | | | |
|------------------|----------|------------------------------|---------------|-----------------|--------------|--------------|--------------|
| 06544 | | 3/11/2009 | 5,443 Hours | Scott Kiser | | | |
| Vendor (Invoice) | Date | Work Description | Repair Reason | VMRS Code | Parts Amount | Labor Amount | Total Amount |
| | | | Routine Work | PMS-000-000 | \$129.37 | \$149.58 | \$278.95 |
| | | B-Maint Needs rear tires. | | | | | |
| Totals For 06544 | | | | | \$129.37 | \$149.58 | \$278.95 |
| Totals | | | | | \$7,139.45 | \$3,631.22 | \$10,770.67 |
| Grand Totals | | | | | \$7,139.45 | \$3,631.22 | \$10,770.67 |

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

08/16/2016

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|---|----------|----------|
| 01/16/2009 | CM55400904 | 0004 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I | 1.00000 | 57.02 |
| 01/23/2009 | CM55400905 | 0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 2.00000 | 125.12 |
| 01/30/2009 | CM55400906 | 0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 3.00000 | 187.68 |
| | | ----- period 2009-09 -----> | | 1,146.75 |
| | | ----- year 2009 -----> | | 1,393.75 |

005540 call(237) 39,666.62

Vehicle Total for Periods ?*

39,666.62

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|---|----------|----------|
| ----- period 2008-10 -----> | | | | 396.84 |
| ----- year 2008 -----> | | | | 1,254.29 |
| 07/14/2008 | CM55400830 | 0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 3.00000 | 172.31 |
| 07/14/2008 | CM55400830 | 0004 PCG4668 BOLT USS 36067 3/8 X 4 1/2 | 2.00000 | 1.78 |
| 07/14/2008 | CM55400830 | 0005 PCG0230 BOLT USS 36066 3/8 X 4 | 1.00000 | .74 |
| 07/14/2008 | CM55400830 | 0006 PCG6031 NUTS USS FLANGE 46981 5/16" | 2.00000 | .94 |
| 07/14/2008 | CM55400830 | 0007 PCG1384 WASHER 36766 FLAT USS 5/16 | 8.00000 | .69 |
| 07/14/2008 | CM55400830 | 0008 PCG0234 BOLT USS 36029 5/16 X 1 | 1.00000 | .29 |
| 07/14/2008 | CM55400830 | 0009 PCG5710 TAPS PLUG 20707 QUAD-CUT #5/16-18 | 1.00000 | 6.20 |
| 07/14/2008 | CM55400830 | 0010 PCG3094 DRILL BITS 20912 1/4 | 1.00000 | 4.25 |
| ----- period 2009-01 -----> | | | | 187.20 |
| 10/31/2008 | CM55400845 | 0004 L03637 Paul M Yeager Veh & Equip. Maint. Mech II | 1.00000 | 59.80 |
| ----- period 2009-08 -----> | | | | 59.80 |
| 12/18/2008 | CM55400852 | 0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 3.00000 | 187.68 |
| 01/05/2009 | CM55400903 | 0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 5.00000 | 312.79 |
| 01/05/2009 | CM55400903 | 0004 PCG1691 TEETH FLAT T230SP | 2.00000 | 20.04 |
| 01/05/2009 | CM55400903 | 0005 PCG1020 PIN BACKHOE TF23P | 2.00000 | 8.58 |
| 01/05/2009 | CM55400903 | 0006 PCG1007 OIL CHEVRON 1000 THF TRACTOR HYDRAULIC FLUID | 30.00000 | 182.16 |
| 01/16/2009 | CM55400904 | 0003 L03482 Allen D. Taylor Veh & Equip Maint Mech IV | 1.00000 | 65.68 |

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|--------|
| 02/05/2008 | CM55400807 | 0003 E T & R TIRES C8-20 SERVICE CALL | 1.00000 | 65.00 |
| 02/05/2008 | CM55400807 | 0004 E T & R TIRES C8-20 FUEL SURCHARGES | 1.00000 | 10.00 |
| 02/05/2008 | CM55400807 | 0005 E T & R TIRES C8-20 FLAT REPAIR | 1.00000 | 60.00 |
| 02/05/2008 | CM55400807 | 0006 E T & R TIRES C8-20 FARM TUBE | 1.00000 | 77.76 |
| ----- period 2008-09 -----> | | | | 212.76 |
| 04/01/2008 | CM55400815 | 0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 2.00000 | 114.87 |
| 04/01/2008 | CM55400815 | 0004 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 2.00000 | 114.87 |
| 04/01/2008 | CM55400815 | 0005 PCG6940 JOHN DEERE TOOTH SHANKS | 1.00000 | 16.78 |
| 04/01/2008 | CM55400815 | 0006 PCG1691 TEETH BACKHOE FLAT T230SP | 1.00000 | 8.13 |
| 04/01/2008 | CM55400815 | 0007 PCG1020 PIN BACKHOE TF23P | 1.00000 | 3.94 |
| 04/01/2008 | CM55400815 | 0008 PCG6972 LFP-5757 LUBE FILTER | 1.00000 | 7.26 |
| 04/01/2008 | CM55400815 | 0009 PCG7000 15W40 MOTOR OIL (BULK) | 9.00000 | 16.70 |
| 04/01/2008 | CM55400815 | 0010 PCG6982 LFF8215 FUEL FILTER | 1.00000 | 11.17 |
| 04/01/2008 | CM55400815 | 0011 PCG6837 FILTER LAF4544 AIR | 1.00000 | 23.56 |
| 04/01/2008 | CM55400815 | 0012 PCG5852 PIN LYNCH 2505 | 1.00000 | .81 |
| 04/01/2008 | CM55400815 | 0013 E ROBERT OXYGEN C10-2 2ADCCC1412 ARCAIR CARBON | 50.00000 | 42.60 |
| 04/01/2008 | CM55400815 | 0014 E ROBERT OXYGEN C10-2 TM580L TILLMAN GOLD ELK WELDI | 1.00000 | 22.95 |
| 04/01/2008 | CM55400815 | 0015 E ROBERT OXYGEN C10-2 FWC470 FIBRE METAL WELDER CAP | 2.00000 | 13.20 |

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|----------|
| 05/11/2007 | CM55400720 | 0005 E T & R TIRES C11-67 12-16.510 TUBE | 1.00000 | 142.79 |
| 05/11/2007 | CM55400720 | 0006 E T & R TIRES C11-67 FARM TUBE & DISPOSAL FEE | 1.00000 | 20.53 |
| ----- period 2007-12 -----> | | | | 228.32 |
| ----- year 2007 -----> | | | | 1,910.42 |
| 06/26/2007 | CM55400727 | 0003 E T & R TIRES C12-106 SERVICE CALL | 1.00000 | 55.00 |
| 06/26/2007 | CM55400727 | 0004 E T & R TIRES C12-106 FUELSURCHARGE | 1.00000 | 10.00 |
| 06/26/2007 | CM55400727 | 0005 E T & R TIRESN C12-106 REPAIR & TUBE | 1.00000 | 42.53 |
| ----- period 2008-01 -----> | | | | 107.53 |
| 10/25/2007 | CM55400745 | 0003 E T & R TIRES C4-137 SERVICE CALL | 1.00000 | 55.00 |
| 10/25/2007 | CM55400745 | 0004 E T & R TIRES C4-137 12-16.5 P/K SKD STEER | 1.00000 | 146.87 |
| 10/25/2007 | CM55400745 | 0005 E T & R TIRES C4-137 DISMOUNT & MOUNT | 1.00000 | 25.00 |
| ----- period 2008-05 -----> | | | | 226.87 |
| 01/10/2008 | CM55400804 | 0003 E T & R TIRES C7-45 SERVICE CALL | 1.00000 | 55.00 |
| 01/10/2008 | CM55400804 | 0004 E T & R TIRES C7-45 FUEL SURCHARGE | 1.00000 | 10.00 |
| 01/10/2008 | CM55400804 | 0005 E T & R TIRES C7-45 FLAT REPAIR AND TUBE | 1.00000 | 137.76 |
| 01/14/2008 | CM55400804 | 0006 E T & R TIRES C7-63 SERVICE CALL | 1.00000 | 55.00 |
| 01/14/2008 | CM55400804 | 0007 E T & R TIRES C7-63 FUEL SURCHARGE | 1.00000 | 10.00 |
| 01/14/2008 | CM55400804 | 0008 E T & R TIRES C7-63 FLAT REPAIR AND TUBE | 1.00000 | 42.53 |
| ----- period 2008-08 -----> | | | | 310.29 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|---|----------|--------|
| 04/18/2007 | CM55400717 | 0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II | 1.00000 | 75.96 |
| 04/19/2007 | CM55400717 | 0004 L03637 Paul M Yeager Veh & Equip. Maint. Mech II | 1.00000 | 75.96 |
| 04/19/2007 | CM55400717 | 0005 PCG7000 15W40 MOTOR OIL (BULK) | 9.00000 | 14.54 |
| 04/19/2007 | CM55400717 | 0006 PCG6972 LFP-5757 LUBE FILTER | 1.00000 | 7.17 |
| 04/19/2007 | CM55400717 | 0007 PCG6837 FILTER LAF4544 AIR | 1.00000 | 23.56 |
| 04/19/2007 | CM55400717 | 0008 L03637 Paul M Yeager Veh & Equip. Maint. Mech II | 2.00000 | 151.93 |
| 04/27/2007 | CM55400718 | 0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 3.00000 | 206.51 |
| | | ----- period 2007-10 -----> | | 851.76 |
| 04/19/2007 | CM55400717 | 0009 PCG5509 FITTINGS GREASE 7583 | 1.00000 | .28 |
| 04/19/2007 | CM55400717 | 0010 PCG2739 BOLT USS 36040-1 5/16 X 4 1/2 | 1.00000 | .63 |
| 04/19/2007 | CM55400717 | 0011 PCG4735 WASHER 36702-HD FLAT 5/16 SAE | 2.00000 | .20 |
| 04/19/2007 | CM55400717 | 0012 PCG1395 WASHER 36726 LOCK 5/16 | 1.00000 | .13 |
| 04/19/2007 | CM55400717 | 0013 PCG0986 NUTS USS 36602 5/16" | 1.00000 | .13 |
| 04/19/2007 | CM55400717 | 0014 PCG6966 STREET PAD #999-R | 4.00000 | 227.46 |
| 04/19/2007 | CM55400717 | 0015 PCG1378 WASHER 36769 FLAT USS 1/2 | 12.00000 | 4.39 |
| 05/14/2007 | CM55400721 | 0003 PCG2428 GREASE RED #21409 | 3.00000 | 16.09 |
| | | ----- period 2007-11 -----> | | 249.31 |
| 05/11/2007 | CM55400720 | 0004 E T & R TIRES C11-67 SERVICE CALL & FUEL SURCHARGE | 1.00000 | 65.00 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|---|----------|--------|
| 12/13/2006 | CM55400651 | 0003 PCG2428 GREASE RED #21409 | 3.00000 | 16.09 |
| ----- period 2007-06 -----> | | | | 16.09 |
| 02/05/2007 | CM55400707 | 0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 1.00000 | 68.84 |
| 02/05/2007 | CM55400707 | 0004 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I | 1.00000 | 59.43 |
| ----- period 2007-08 -----> | | | | 128.27 |
| 03/09/2007 | CM55400711 | 0003 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I | 1.50000 | 89.14 |
| 03/09/2007 | CM55400711 | 0004 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 1.50000 | 103.25 |
| 03/16/2007 | CM55400712 | 0003 E T & R TIRES C9-106 BACK HOE REPAIR | 1.00000 | 25.00 |
| 03/16/2007 | CM55400712 | 0004 E T & R TIRES C9-106 FARM TUBE | 1.00000 | 17.53 |
| 03/22/2007 | CM55400713 | 0003 E T & R TIRES C9-141 FLAT REPAIR | 1.00000 | 60.00 |
| 03/22/2007 | CM55400713 | 0004 E T & R TIRES C9-141 FRM TUBE | 1.00000 | 77.76 |
| ----- period 2007-09 -----> | | | | 372.68 |
| 03/26/2007 | CM55400714 | 0003 E S & S TIRES C9-143 ROAD SERVICE | 1.00000 | 55.00 |
| 03/26/2007 | CM55400714 | 0004 E S & S TIRES C9-143 FLAT REPAIR | 1.00000 | 32.50 |
| 03/26/2007 | CM55400714 | 0006 E S & S TIRES C9-143 105/12518/20 | 1.00000 | 36.13 |
| 03/26/2007 | CM55400714 | 0007 E S & S TIRES C9-143 FUEL SURCHARGE | 1.00000 | 15.00 |
| 04/02/2007 | CM55400715 | 0003 E S & S TIRES C10-22 ROAD SERVICE | 1.50000 | 82.50 |
| 04/02/2007 | CM55400715 | 0004 E S & S TIRES C10-22 FLAT REPAIR | 1.00000 | 50.00 |
| 04/02/2007 | CM55400715 | 0005 E S & S TIRES C10-22 FLAT REPAIR & FUEL SURCHARGE | 1.00000 | 25.00 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|---|----------|----------|
| 04/27/2006 | CM55400618 | 0005 E HAGERSTOWN AUTO C10-98 MIS MF300L GLOVES | 2.00000 | 24.34 |
| 04/27/2006 | CM55400618 | 0006 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 7.00000 | 234.28 |
| 04/26/2006 | CM55400618 | 0007 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 2.00000 | 66.94 |
| ----- period 2006-10 -----> | | | | 344.23 |
| 04/28/2006 | CM55400618 | 0008 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 1.50000 | 50.20 |
| 04/26/2006 | CM55400618 | 0009 PCG1007 OIL CHEVRON 1000 THF TRACTOR HYDRAULIC FLUID | 2.00000 | 12.99 |
| 04/26/2006 | CM55400618 | 0010 PCG6880 FILTER LFH8728 HYDR | 1.00000 | 16.15 |
| 04/26/2006 | CM55400618 | 0011 PCG6837 FILTER LAF4544 AIR | 1.00000 | 23.57 |
| 04/27/2006 | CM55400618 | 0012 PCG0993 OIL CHEVRON DELO 400 15W-40 | 9.00000 | 13.37 |
| 04/27/2006 | CM55400618 | 0014 PCG6762 FITTINGS GREASE 7604-55 M8/1 | 1.00000 | .92 |
| 04/27/2006 | CM55400618 | 0015 PCG1354 TRANSMISSION FLUID | 9.00000 | 10.70 |
| 04/27/2006 | CM55400618 | 0016 PCG1007 OIL CHEVRON 1000 THF TRACTOR HYDRAULIC FLUID | 16.00000 | 103.89 |
| 04/27/2006 | CM55400618 | 0017 PCG5641 CLEANER BRAKE | 1.00000 | 5.23 |
| 04/28/2006 | CM55400618 | 0018 E HAGERSTOWN AUTO C10-106 84964 CAPSCREW | 1.00000 | 2.25 |
| 04/21/2006 | CM55400617 | 0003 PCG6944 VISOR UTILITY WALLET | 1.00000 | 2.17 |
| ----- period 2006-11 -----> | | | | 241.44 |
| ----- year 2006 -----> | | | | 1,885.53 |
| 08/31/2006 | CM55400636 | 0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 1.00000 | 63.99 |
| ----- period 2007-03 -----> | | | | 63.99 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|--------|
| 07/19/2005 | CM55400530 | 0004 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 4.00000 | 142.11 |
| 07/14/2005 | CM55400529 | 0004 E L&L HYDRAULICS C1-65 90DFF-12 O-RING | 2.00000 | 1.32 |
| 07/14/2005 | CM55400529 | 0005 E L&L HYDRAULICS C1-65 12CE HOSE | 4.00000 | 35.08 |
| 07/14/2005 | CM55400529 | 0007 E L&L HYDRAULIC C1-65 120F4-12BW FITTING | 1.00000 | 51.16 |
| 07/14/2005 | CM55400529 | 0008 E L&L HYDRAULIC C1-65 120FS-12BW FITTING | 1.00000 | 26.66 |
| ----- period 2006-01 -----> | | | | 929.68 |
| 08/26/2005 | CM55400535 | 0003 E T & R TIRE C2-125 SERVICE CALL | 1.00000 | 45.00 |
| 08/26/2005 | CM55400535 | 0004 E T & R TIRE C2-125 FLAT REPAIR & VALVE | 1.00000 | 65.03 |
| ----- period 2006-03 -----> | | | | 110.03 |
| 02/09/2006 | CM55400607 | 0003 E HAGERSTOWN AUTO C8-39 720 PRM UNIV TRCTR FLUID | 1.00000 | 51.99 |
| 02/27/2006 | CM55400610 | 0003 L03482 Allen D. Taylor Vehicle Maintenance Mechanic | .50000 | 17.76 |
| 02/27/2006 | CM55400610 | 0004 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | .50000 | 16.73 |
| 02/27/2006 | CM55400610 | 0005 PCG0443 DIESEL FUEL CONDITIONER | 1.00000 | 2.46 |
| ----- period 2006-08 -----> | | | | 88.94 |
| 03/09/2006 | CM55400611 | 0003 E COLLIFLOWER INC C9-40 HOSES FOR HYD LEAK | 1.00000 | 91.28 |
| 03/09/2006 | CM55400611 | 0004 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III | 2.00000 | 66.94 |
| 03/09/2006 | CM55400611 | 0005 PCG1007 OIL CHEVRON 1000 THF TRACTOR HYDRAULIC FLUID | 2.00000 | 12.99 |
| ----- period 2006-09 -----> | | | | 171.21 |
| 04/27/2006 | CM55400618 | 0003 E HAGERSTOWN AUTO C10-96 7243 LUBE FILTER | 1.00000 | 7.52 |
| 04/27/2006 | CM55400618 | 0004 E HAGERSTOWN AUTO C10-96 3531 FUEL FILTER | 1.00000 | 11.15 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|--|----------|----------|
| 03/11/2005 | CM55400511 | 0005 PCG6837 FILTER LAF4544 AIR | 1.00000 | 22.40 |
| 03/11/2005 | CM55400511 | 0006 PCG6836 FILTER LAF4545 AIR | 1.00000 | 11.48 |
| 03/11/2005 | CM55400511 | 0007 PCG6359 DIESEL FUEL ADDITIVE | 1.00000 | 4.01 |
| 03/11/2005 | CM55400511 | 0008 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 6.00000 | 213.17 |
| | | ----- period 2005-09 -----> | | 366.56 |
| 03/24/2005 | CM55400513 | 0003 E T & R TIRES C9-86 SERVICE CALL | 1.00000 | 40.00 |
| 03/24/2005 | CM55400513 | 0004 E T & R TIRES C9-86 FLAT REPAIR | 1.00000 | 22.50 |
| 03/24/2005 | CM55400513 | 0005 E T 7 R TIRES C9-86 PATECH 3X3 BOOT | 1.00000 | 3.00 |
| | | ----- period 2005-10 -----> | | 65.50 |
| 04/22/2005 | CM55400518 | 0003 E VERNON E. STUP C10-102 CHARGE INDECO HAMMER | 1.00000 | 112.80 |
| | | ----- period 2005-11 -----> | | 112.80 |
| 06/09/2005 | CM55400524 | 0004 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 3.00000 | 106.58 |
| | | ----- period 2005-12 -----> | | 106.58 |
| | | ----- year 2005 -----> | | 2,671.05 |
| 06/16/2005 | CM55400525 | 0003 E T & R TIRES C12-62 SERVICE CALL | 1.00000 | 40.00 |
| 06/16/2005 | CM55400525 | 0004 E T & R TIRES C12-62 19.5L-24 TIRE | 1.00000 | 374.00 |
| 06/16/2005 | CM55400525 | 0005 E T & R TIRES C12-62 RECYCLE, MOUNT, DISPOSAL & TUBE | 1.00000 | 117.24 |
| 07/14/2005 | CM55400529 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 3.00000 | 106.58 |
| 07/18/2005 | CM55400530 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 1.00000 | 35.53 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|--------|
| 01/28/2005 | CM55400505 | 0005 PCG0685 FUSE ATO-25 7567-A | 2.00000 | .67 |
| ----- period 2005-07 -----> | | | | 51.38 |
| 01/11/2005 | CM55400503 | 0003 E T & R TIRES C7-41 SERVICE CALL | 1.00000 | 40.00 |
| 01/11/2005 | CM55400503 | 0004 E T & R TIRES C7-41 FLAT REPAIR | 1.00000 | 22.50 |
| 01/11/2005 | CM55400503 | 0005 E T & R TIRES C7-41 FAM TUBE 11L-15-16 | 1.00000 | 13.90 |
| 02/07/2005 | CM55400504 | 0003 E EAST END AUTO C8-29 CWP 653-200 WIPER BLADES | 2.00000 | 18.66 |
| 02/07/2005 | CM55400504 | 0004 E EAST END AUTO C8-29 CWP 651-180 WIPER BLADES | 1.00000 | 6.60 |
| 02/07/2005 | CM55400507 | 0003 PCG5620 SCREW METAL 38335 SHEET 8 X 1 | 1.00000 | .06 |
| 02/07/2005 | CM55400507 | 0004 PCG2771 TY-RAP 23922 TIES | 6.00000 | .70 |
| 02/07/2005 | CM55400507 | 0005 PCG4926 NUTS HEX KEPS 31232 8-32 USS | 1.00000 | .10 |
| 02/07/2005 | CM55400507 | 0006 PCG0683 FUSE ATO-15 7559-A | 2.00000 | .73 |
| 02/07/2005 | CM55400507 | 0007 PCG6851 BULB BP1210/H3, 6202 | 1.00000 | 5.85 |
| 02/07/2005 | CM55400507 | 0008 L03482 Allen D. Taylor Vehicle Maintenance Mechanic | 5.50000 | 195.41 |
| 02/08/2005 | CM55400507 | 0009 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 4.00000 | 142.11 |
| 02/08/2005 | CM55400507 | 0010 PCG6456 FUSE MINI AMP-5 7373 | 1.00000 | .59 |
| ----- period 2005-08 -----> | | | | 447.21 |
| 03/10/2005 | CM55400511 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 3.00000 | 106.58 |
| 03/11/2005 | CM55400511 | 0004 PCG6835 FILTER LFF8215 FUEL | 1.00000 | 8.92 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|--------|
| 10/06/2004 | CM55400441 | 0005 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 5.00000 | 177.64 |
| 10/06/2004 | CM55400441 | 0006 PCG0004 ANTI-FREEZE - GREEN | 2.00000 | 6.54 |
| 10/07/2004 | CM55400441 | 0007 PCG6604 O-RINGS METRIC 9336 | 1.00000 | .27 |
| 10/07/2004 | CM55400441 | 0009 PCG0395 CLAMP HOSE 24115 | 1.00000 | .55 |
| 10/08/2004 | CM55400441 | 0011 E STANDARD EQUIP. C4-4 R123417 GASKET | 1.00000 | 10.97 |
| 10/08/2004 | CM55400441 | 0012 E STANDARD EQUIP. C4-4 R135195 V-BELT | 1.00000 | 28.25 |
| 10/08/2004 | CM55400441 | 0013 E STANDARD EQUIP. C4-4 R89944 O-RING | 1.00000 | 3.13 |
| 10/08/2004 | CM55400441 | 0014 E STANDARD EQUIP. C4-4 RE505981 WATER PUMP | 1.00000 | 209.50 |
| 10/08/2004 | CM55400441 | 0015 E STANDARD EQUIP. C4-4 FREIGHT | 1.00000 | 22.10 |
| ----- period 2005-04 -----> | | | | 672.11 |
| 11/02/2004 | CM55400445 | 0003 E T & R TIRES C5-16 SERVICE CALL | 1.00000 | 40.00 |
| 11/02/2004 | CM55400445 | 0004 E T & R TIRES C5-16 GS 12-16.5 TIRE | 1.00000 | 104.11 |
| 11/02/2004 | CM55400445 | 0005 E T & R TIRES C5-16 RECYCLE MOUNT & SCRAP FEES | 1.00000 | 33.40 |
| ----- period 2005-06 -----> | | | | 177.51 |
| 01/04/2005 | CM55400502 | 0003 PCG0618 FILTER CPH1218 OIL | 1.00000 | 1.78 |
| 01/04/2005 | CM55400502 | 0004 PCG0993 OIL CHEVRON DELO 400 15W-40 | 9.00000 | 12.67 |
| 01/28/2005 | CM55400505 | 0003 L03482 Allen D. Taylor Vehicle Maintenance Mechanic | 1.00000 | 35.53 |
| 01/28/2005 | CM55400505 | 0004 PCG0683 FUSE ATO-15 7559-A | 2.00000 | .73 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|--------|
| 08/31/2004 | CM55400436 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 6.00000 | 213.17 |
| 09/01/2004 | CM55400436 | 0004 E APPLIED TECH. 600929-2 HOSES & FITTINGS & O-RINGS | 1.00000 | 34.43 |
| 09/01/2004 | CM55400436 | 0005 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 6.50000 | 230.93 |
| 08/31/2004 | CM55400436 | 0006 PCG5641 CLEANER BRAKE | 2.00000 | 8.39 |
| 09/02/2004 | CM55400436 | 0007 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 1.00000 | 35.53 |
| 09/02/2004 | CM55400436 | 0008 PCG4856 CLAMP HOSE 24127 | 1.00000 | .72 |
| 09/02/2004 | CM55400436 | 0009 PCG6606 O-RINGS METRIC 9339 | 2.00000 | .55 |
| 09/02/2004 | CM55400436 | 0010 PCG1354 TRANSMISSION FLUID | 2.00000 | 2.45 |
| 09/02/2004 | CM55400436 | 0012 PCG1007 OIL CHEVRON 1000 THF TRACTOR HYDRAULIC FLUID | 2.50000 | 9.70 |
| 09/02/2004 | CM55400436 | 0013 PCG0993 OIL CHEVRON DELO 400 15W-40 | 8.00000 | 12.93 |
| 09/02/2004 | CM55400436 | 0014 PCG6837 FILTER LAF4544 AIR | 1.00000 | 23.11 |
| 09/02/2004 | CM55400436 | 0015 PCG6836 FILTER LAF4545 AIR | 1.00000 | 11.48 |
| 09/02/2004 | CM55400436 | 0016 PCG1963 FITTINGS GREASE 7577 1/8 STRAIGHT | 5.00000 | 1.88 |
| 09/02/2004 | CM55400436 | 0017 PCG0005 WINDSHIELD SOLVENT YEAR ROUND | 1.00000 | 1.41 |
| 08/18/2004 | CM55400434 | 0004 PCG0993 OIL CHEVRON DELO 400 15W-40 | 2.00000 | 3.23 |
| ----- period 2005-03 -----> | | | | 589.91 |
| 10/05/2004 | CM55400441 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 3.00000 | 106.58 |
| 10/06/2004 | CM55400441 | 0004 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 3.00000 | 106.58 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|----------|
| 04/05/2004 | CM55400415 | 0005 E APPLIED TECH 600604-20 HYDRAULIC FITTINGS | 1.00000 | 133.67 |
| 04/16/2004 | CM55400416 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 1.50000 | 53.29 |
| 04/16/2004 | CM55400416 | 0004 PCG1007 OIL CHEVRON 1000 THF TRACTOR HYDRAULIC FLUID | 5.00000 | 19.41 |
| 04/20/2004 | CM55400417 | 0003 PCG6935 FANG BUCKET TOOTH TF 23 D BACKHOE TOOTH | 3.00000 | 27.46 |
| 04/20/2004 | CM55400417 | 0004 PCG1020 PIN BACKHOE TF23P | 3.00000 | 7.17 |
| 04/21/2004 | CM55400417 | 0005 PCG2428 GREASE RED #21409 | 4.00000 | 23.06 |
| ----- period 2004-10 -----> | | | | 461.34 |
| 04/06/2004 | CM55400415 | 0006 E T & R TIRES 600636-167 SERVICE CALL | 1.00000 | 35.00 |
| 04/06/2004 | CM55400415 | 0007 E T & R TIRES 600636-167 CEAT 12-16.5 | 1.00000 | 105.54 |
| 04/06/2004 | CM55400415 | 0008 E T & R TIRES 600636-167 DISPOSAL FEE | 1.00000 | 5.00 |
| ----- period 2004-11 -----> | | | | 145.54 |
| 06/29/2004 | CM55400427 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 1.00000 | 35.53 |
| ----- period 2004-12 -----> | | | | 35.53 |
| ----- year 2004 -----> | | | | 8,430.11 |
| 06/23/2004 | CM55400426 | 0003 E T & R TIRES 600636-247 SERVICE CALL | 1.00000 | 35.00 |
| 06/23/2004 | CM55400426 | 0004 E T & R TIRES 600636-247 FLAT REPAIR | 1.00000 | 22.50 |
| 06/23/2004 | CM55400426 | 0005 E T & R TIRES 600636-247 TUBE | 1.00000 | 13.90 |
| ----- period 2005-01 -----> | | | | 71.40 |
| 08/18/2004 | CM55400434 | 0003 PCG2428 GREASE RED #21409 | 2.00000 | 10.09 |
| ----- period 2005-02 -----> | | | | 10.09 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|----------|
| 10/20/2003 | CM55400343 | 0003 E STANDARD EQUIPMENT 318488 STREET PADS FOR OUTRIGGER | 8.00000 | 338.00 |
| 10/20/2003 | CM55400343 | 0004 E STANDARD EQUIPMENT 318488 14H865 NUT | 24.00000 | 3.12 |
| 12/23/2003 | CM55400352 | 0003 PCG6851 BULB BP1210/H3, 6202 | 1.00000 | 5.85 |
| 12/23/2003 | CM55400352 | 0004 PCG1191 SCREW METAL 31711 SHEET 6 X 3/8 | 1.00000 | .03 |
| 12/23/2003 | CM55400352 | 0005 PCG4481 TERMINAL ELEC. 23001 RING 22-16 STUD 4-6 | 1.00000 | .18 |
| 12/23/2003 | CM55400352 | 0006 PCG2127 TERMINAL ELEC. 23098 MALE QUICK DISCONNECT | 1.00000 | .21 |
| 12/23/2003 | CM55400352 | 0007 L03482 Allen D. Taylor Vehicle Maintenance Mechanic | 1.00000 | 27.26 |
| ----- period 2004-06 -----> | | | | 374.65 |
| 01/20/2004 | CM55400404 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 2.00000 | 64.20 |
| 01/20/2004 | CM55400404 | 0004 E STANDARD EQUIPMENT 600635-22 RE33636 STARTING F | 12.00000 | 28.68 |
| 01/21/2004 | CM55400404 | 0005 L03482 Allen D. Taylor Vehicle Maintenance Mechanic | 2.50000 | 68.16 |
| 01/21/2004 | CM55400404 | 0006 PCG0443 DIESEL FUEL CONDITIONER | 1.00000 | 2.46 |
| 01/21/2004 | CM55400404 | 0007 E BATTERY ONE 600606-43 D1151 DELCO BATTERY | 2.00000 | 132.36 |
| 01/22/2004 | CM55400404 | 0008 PCG0993 OIL CHEVRON DELO 400 15W-40 | 1.00000 | 1.46 |
| ----- period 2004-07 -----> | | | | 297.32 |
| 03/16/2004 | CM55400412 | 0003 E STANDARD EQUIP. 323083 BACKHOE REPAIR & LABOR | 1.00000 | 6,136.05 |
| ----- period 2004-09 -----> | | | | 6,136.05 |
| 04/05/2004 | CM55400415 | 0003 L03637 Paul M Yeager Vehicle & Equip. Maint. Mech | 3.00000 | 90.70 |
| 04/05/2004 | CM55400415 | 0004 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 3.00000 | 106.58 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|--------|
| 09/24/2003 | CM55400339 | 0003 E L & L HYDRAULIC 600626-7 PA5606-31 COUPLER | 2.00000 | 28.80 |
| 09/24/2003 | CM55400339 | 0004 E L & L HYDRAULIC 600626-7 TH6-31 3/4 FEMALE PLUG | 1.00000 | 26.68 |
| 09/24/2003 | CM55400339 | 0005 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.50000 | 132.48 |
| 09/26/2003 | CM55400339 | 0006 E STANDARD EQUIPMENT 600635-15 T125931 PIN PASTEN | 1.00000 | 62.22 |
| 09/26/2003 | CM55400339 | 0007 E STANDARD EQUIPMENT 600635-15 J11649 WASHER | 2.00000 | 3.58 |
| 09/26/2003 | CM55400339 | 0009 E STANDARD EQUIPMENT 600635-15 11H227 COTTER PIN | 2.00000 | 1.02 |
| ----- period 2004-03 -----> | | | | 254.78 |
| 10/08/2003 | CM55400341 | 0003 E CARLYLE & MARTIN 600609-2 AT130104 BULB | 4.00000 | 23.00 |
| 10/28/2003 | CM55400344 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 1.00000 | 32.10 |
| 10/27/2003 | CM55400344 | 0004 E STANDARD EQUIPMENT 600635-18 09H1764 BOLT | 14.00000 | 27.16 |
| 10/27/2003 | CM55400344 | 0005 E STANDARD EQUIPMENT 600635-18 14H1039 NUT | 14.00000 | 4.76 |
| 10/27/2003 | CM55400344 | 0006 E STANDARD EQUIPMENT 600635-18 14H1039 NUT | 14.00000 | 3.92 |
| 10/27/2003 | CM55400344 | 0008 E STANDARD EQUIPMENT 600635-18 AT130104 BULB | 6.00000 | 35.22 |
| 10/27/2003 | CM55400344 | 0009 E STANDARD EQUIPMENT 600635-18 FREIGHT | 1.00000 | 3.00 |
| ----- period 2004-04 -----> | | | | 129.16 |
| 11/10/2003 | CM55400346 | 0003 E T & R TIRES 600636-89 WESTLAKE 12-16.5 SKID TIRES | 2.00000 | 268.00 |
| 11/10/2003 | CM55400346 | 0004 E T & R TIRES 600636-89 RECYCLE SCRAP & BALANCE FEES | 2.00000 | 10.80 |
| 11/10/2003 | CM55400346 | 0006 E T & R TIRES 600636-89 VALAVE STRAIGHT TBLS | 1.00000 | 2.00 |
| ----- period 2004-05 -----> | | | | 280.80 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|------------------------------|----------|----------|
| ----- period 2003-11 -----> | | | | 106.77 |
| 06/11/2003 | CM55400324 | 0003 PCG1957 | 2.00000 | .47 |
| | | PIN COTTER 38263 1/4 X 3 | | |
| 06/18/2003 | CM55400325 | 0003 PCG6935 | 2.00000 | 16.98 |
| | | FANG BUCKET TOOTH | | |
| | | TF 23 D BACKHOE TOOTH | | |
| 06/18/2003 | CM55400325 | 0004 PCG1020 | 2.00000 | 6.59 |
| | | PIN BACKHOE TF23P | | |
| 06/18/2003 | CM55400325 | 0005 E | 1.00000 | 18.67 |
| | | STANDARD EQUIPMENT 600494-45 | | |
| | | KNOB WASHER GUARD LOCK NUT | | |
| ----- period 2003-12 -----> | | | | 42.71 |
| ----- year 2003 -----> | | | | 4,665.15 |
| 07/31/2003 | CM55400331 | 0003 E | 1.00000 | 19.14 |
| | | STANDARD EQUIPMENT 600635-9 | | |
| | | KNOB, WASHER & BUSHING | | |
| 07/23/2003 | CM55400330 | 0009 PCG1020 | 3.00000 | 9.88 |
| | | PIN BACKHOE TF23P | | |
| 07/23/2003 | CM55400330 | 0008 PCG6935 | 3.00000 | 25.48 |
| | | FANG BUCKET TOOTH | | |
| | | TF 23 D BACKHOE TOOTH | | |
| 07/22/2003 | CM55400330 | 0007 E | 1.00000 | 6.00 |
| | | APPLIED IND. 600604-2 | | |
| | | SPEC HOSE ASSEM | | |
| 07/22/2003 | CM55400330 | 0006 E | 2.00000 | .26 |
| | | APPLIED IND. 600604-2 | | |
| | | ORIN 02 018 O-RING | | |
| 07/22/2003 | CM55400330 | 0005 E | 2.00000 | 32.54 |
| | | APPLIED IND. 600604-2 | | |
| | | AERO 1AA12MR12 FITTING | | |
| 07/22/2003 | CM55400330 | 0004 E | 8.00000 | 37.60 |
| | | APPLIED IND. 600604-2 | | |
| | | AERO GH781-12R250 HOSE | | |
| 07/22/2003 | CM55400330 | 0003 L03283 | 3.00000 | 96.31 |
| | | George E. Kearns, Jr. | | |
| | | Vehicle Maintenance Mechanic | | |
| ----- period 2004-01 -----> | | | | 227.21 |
| 08/05/2003 | CM55400332 | 0003 PCG2428 | 2.00000 | 12.03 |
| | | GREASE RED #21409 | | |
| 08/07/2003 | CM55400332 | 0004 L02449 | 2.00000 | 75.70 |
| | | David W Kinzer | | |
| | | Veh/Equip Diesel Mechanic I | | |
| ----- period 2004-02 -----> | | | | 87.73 |

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|-----------------------------|------------|--|----------|--------|
| 03/21/2003 | CM55400312 | 0009 E T & R TIRES 600495-175 FLAT REPAIR | 1.00000 | 55.50 |
| 03/21/2003 | CM55400312 | 0010 E T & R TIRES 600495-175 TL120 PATCH | 1.00000 | 8.00 |
| 04/23/2003 | CM55400317 | 0003 E HAGERSTOWN AUTO 600481-129 7243 LUBE FILTER | 2.00000 | 12.80 |
| 04/23/2003 | CM55400317 | 0004 E STANDARD EQUIPMENT 600494-39 AT171853 AIR FILTER | 2.00000 | 45.20 |
| 04/23/2003 | CM55400317 | 0005 E STANDARD EQUIPMENT 600494-39 AT171654 AIR FILTER | 2.00000 | 30.80 |
| 04/28/2003 | CM55400318 | 0003 L03581 Elmer W. Poffenberger Vehicle/Equipment Preventative | 6.50000 | 243.89 |
| 04/28/2003 | CM55400318 | 0004 PCG0993 OIL CHEVRON DELO 400 15W-40 | 8.00000 | 13.33 |
| 04/28/2003 | CM55400318 | 0005 PCG6835 FILTER 3531 FUEL | 1.00000 | 8.56 |
| 04/28/2003 | CM55400318 | 0006 PCG6880 FILTER 7201 OIL | 1.00000 | 14.38 |
| 04/28/2003 | CM55400318 | 0007 PCG6838 FILTER 1616 | 2.00000 | 45.10 |
| 04/28/2003 | CM55400318 | 0009 PCG1630 BOLT USS 36161 5/8 X 6 | 1.00000 | 2.15 |
| 04/28/2003 | CM55400318 | 0010 PCG2950 NUTS USS TORQUE 36786 5/8" | 1.00000 | .79 |
| ----- period 2003-10 -----> | | | | 735.24 |
| 04/04/2003 | CM55400314 | 0004 E T & R TIRES 600495-186 SERVICE CALL | 1.00000 | 35.00 |
| 04/04/2003 | CM55400314 | 0005 E T & R TIRES 600495-186 FLAT REPAIR | 1.00000 | 22.50 |
| 04/04/2003 | CM55400314 | 0006 E T & R TIRES 600495-186 SERVICE CALL | 1.00000 | 35.00 |
| 04/04/2003 | CM55400314 | 0007 E T & R TIRES 600495-186 FARM 11L-15-16 TUBE | 1.00000 | 13.90 |
| 05/28/2003 | CM55400322 | 0003 PCG2030 BOLT METRIC 44476 M10X20MM | 1.00000 | .37 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|--------|
| 01/22/2003 | CM55400304 | 0003 E STANDARD EQUIPMENT 600494-25 TF23D TOOTH | 4.00000 | 32.40 |
| 01/22/2003 | CM55400304 | 0004 E STANDARD EQUIPMENT 600494-25 TF23P PIN | 4.00000 | 11.40 |
| 01/24/2003 | CM55400304 | 0005 PCG0005 WINDSHIELD SOLVENT YEAR ROUND | 1.00000 | 1.36 |
| ----- period 2003-07 -----> | | | | 511.19 |
| 02/13/2003 | CM55400307 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 2.50000 | 123.23 |
| 02/14/2003 | CM55400307 | 0006 PCG1354 TRANSMISSION FLUID | 15.00000 | 20.13 |
| 02/14/2003 | CM55400307 | 0007 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.00000 | 147.87 |
| 02/18/2003 | CM55400308 | 0003 PCG1354 TRANSMISSION FLUID | 1.00000 | 1.34 |
| 02/13/2003 | CM55400307 | 0008 E STANDARD EQUIPMENT 600494-26 SWITCH CLAMPS & DIPSTICK | 1.00000 | 200.07 |
| 02/25/2003 | CM55400309 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.00000 | 147.87 |
| ----- period 2003-08 -----> | | | | 640.51 |
| 03/18/2003 | CM55400312 | 0004 PCG1020 PIN BACKHOE TF23P | 2.00000 | 6.09 |
| ----- period 2003-09 -----> | | | | 6.09 |
| 04/01/2003 | CM55400314 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.00000 | 49.29 |
| 03/20/2003 | CM55400312 | 0005 E STANDARD EQUIPMENT 600494-32 999-R STREET | 4.00000 | 164.24 |
| 03/20/2003 | CM55400312 | 0006 E STANDARD EQUIPMENT 600494-32 14H865 NUTS | 12.00000 | 1.44 |
| 03/20/2003 | CM55400312 | 0007 E STANDARD EQUIPMENT 600494-32 24H1111 WASHERS | 12.00000 | 1.44 |
| 03/04/2003 | CM55400310 | 0003 PCG0993 OIL CHEVRON DELO 400 15W-40 | 2.00000 | 3.33 |
| 03/21/2003 | CM55400312 | 0008 E T & R TIRES 600495-175 SERVICE CALL | 1.00000 | 35.00 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|---|----------|----------|
| 10/24/2002 | CM55400243 | 0011 E STANDARD EQUIPMENT 600494-14 HOSE SLEEVE CLAMPS O-RINGS | 1.00000 | 88.57 |
| 10/25/2002 | CM55400243 | 0012 PCG4320 OIL CITGO ATF DEXRON IIIE MERC ON \ DONAX TG H 72944 | 2.00000 | 7.02 |
| 10/25/2002 | CM55400243 | 0014 PCG6851 BULB BP1210/H3, 6202 | 1.00000 | 5.85 |
| 10/25/2002 | CM55400243 | 0015 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 2.50000 | 123.23 |
| | | ----- period 2003-04 -----> | | 1,836.28 |
| 12/06/2002 | CM55400249 | 0003 E T & R TIRES 600495-112 FLAT REPAIR | 1.00000 | 71.40 |
| | | ----- period 2003-06 -----> | | 71.40 |
| 12/20/2002 | CM55400251 | 0003 PCG0683 FUSE ATO-15 7559-A | 1.00000 | .35 |
| 12/09/2002 | CM55400250 | 0003 E T & R TIRES 600495-128 FLAT REPAIR | 1.00000 | 57.50 |
| 11/26/2002 | CM55400248 | 0003 E L & L HYDRAULICS 600488-7 CAP, PLUG, & SHIPPING | 1.00000 | 62.21 |
| 01/13/2003 | CM55400303 | 0003 E STANDARD EQUIPMENT 600494-23 TY15994 TOOL | 1.00000 | 42.84 |
| 01/15/2003 | CM55400303 | 0004 PCG1957 PIN COTTER 38263 1/4 X 3 | 6.00000 | 1.42 |
| 01/16/2003 | CM55400303 | 0005 E BATTERY ONE 600471-44 D1151 DELCO BATTERY | 2.00000 | 132.36 |
| 01/16/2003 | CM55400303 | 0006 E BATTERY ONE 600471-44 BATTERY BOLTS | 4.00000 | 6.00 |
| 01/16/2003 | CM55400303 | 0007 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.00000 | 147.87 |
| 01/16/2003 | CM55400303 | 0008 E STANDARD EQUIPMENT 600494-24 03H2208 BOLT | 2.00000 | 1.98 |
| 01/16/2003 | CM55400303 | 0009 E STANDARD EQUIPMENT 600494-24 RE33636 STARTING FLUID | 6.00000 | 12.18 |
| 01/16/2003 | CM55400303 | 0010 PCG2993 BOLT BATTERY 5/16 X 1 1/4 | 4.00000 | 1.32 |

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| Date | Track # | Line Identifier | Quantity | Amount |
|------------|------------|--|-----------|--------|
| 10/04/2002 | CM55400240 | 0010 E STANDARD EQUIP 600494-9 T159089 WASHER | 4.00000 | 8.08 |
| 10/04/2002 | CM55400240 | 0011 E STANDARD EQUIP 600494-9 AT178611 SCREEN | 1.00000 | 185.10 |
| 10/04/2002 | CM55400240 | 0012 E STANDARD EQUIP 600494-9 FREIGHT | 1.00000 | 8.00 |
| 10/07/2002 | CM55400241 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 2.50000 | 123.23 |
| 10/07/2002 | CM55400241 | 0004 E STANDARD EQUIP 600494-10 TY25310 YELLOW SPRAY PAINT | 12.00000 | 54.00 |
| 10/07/2002 | CM55400241 | 0005 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 3.50000 | 154.63 |
| 10/10/2002 | CM55400241 | 0006 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.50000 | 73.94 |
| 10/08/2002 | CM55400241 | 0007 E STANDARD EQUIP. 600494-11 AT181894 OIL LINE | 1.00000 | 83.15 |
| 10/08/2002 | CM55400241 | 0008 E STANDARD EQUIP. 600494-11 177858 O- RING | 10.00000 | 3.80 |
| 10/08/2002 | CM55400241 | 0009 E STANDARD EQUIP. 600494-11 FREIGHT | 1.00000 | 4.00 |
| 10/23/2002 | CM55400243 | 0003 PCG6760 ANTI-FREEZE EXTENDED LIFE/RED TEXACO | 3.00000 | 18.63 |
| 10/23/2002 | CM55400243 | 0004 E STANDARD EQUIPMENT 600494-13 XAS-B19 HOSE SLEEVE | 240.00000 | 55.20 |
| 10/24/2002 | CM55400243 | 0005 PCG5112 COUPLING HYDRAULIC 10248 | 2.00000 | 22.34 |
| 10/24/2002 | CM55400243 | 0006 PCG5084 COUPLING HYDRAULIC 10210 | 2.00000 | 9.55 |
| 10/24/2002 | CM55400243 | 0007 PCG4407 HOSE HYDRAULIC 10703 3/4" HIGH PRESSURE | 18.00000 | 44.35 |
| 10/24/2002 | CM55400243 | 0009 PCG2772 TY-RAP 23923 TIES | 12.00000 | 1.49 |
| 10/24/2002 | CM55400243 | 0010 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.00000 | 147.87 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|---|----------|--------|
| 07/17/2002 | CM55400229 | 0004 E T&R TIRE CENTER PO600495 YK352D WESTLAKE 12-16.R | 1.00000 | 134.00 |
| 07/17/2002 | CM55400229 | 0005 E T&R TIRE CENTER PO600495 LB-DISMOUNT-TRK B/H TIRE | 1.00000 | 25.00 |
| 07/17/2002 | CM55400229 | 0006 E T&R TIRE CENTER PO600495 TV-501 VALVE TV-501 STGHT TBLS | 1.00000 | 1.33 |
| 08/27/2002 | CM55400235 | 0003 E STANDARD EQUIPMENT PO600494 TF23D TOOTH | 7.00000 | 52.15 |
| 08/27/2002 | CM55400235 | 0004 E STANDARD EQUIPMENT PO600494 TF23P PIN | 7.00000 | 19.25 |
| ----- period 2003-02 -----> | | | | 387.89 |
| 09/11/2002 | CM55400237 | 0003 PCG4320 OIL CITGO ATF DEXRON IIIE MERC ON \ DONAX TG H 72944 | 4.00000 | 14.04 |
| 09/18/2002 | CM55400238 | 0003 E STANDARD EQUIP. PO600494 40M7066 SNAP RING | 6.00000 | 8.64 |
| 09/19/2002 | CM55400238 | 0004 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 2.00000 | 98.58 |
| 09/19/2002 | CM55400238 | 0005 PCG0005 WINDSHIELD SOLVENT YEAR ROUND | 1.00000 | 1.44 |
| ----- period 2003-03 -----> | | | | 122.70 |
| 10/03/2002 | CM55400240 | 0003 E KOOGLER'S 600487-3 FLUSH OIL COOLER IN & OUT | 1.00000 | 25.00 |
| 10/03/2002 | CM55400240 | 0004 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 5.50000 | 271.10 |
| 10/03/2002 | CM55400240 | 0005 E FOLTZ MFG. 600477-10 PC PLHR375 3/8 HR PLATE | 1.00000 | 14.50 |
| 10/03/2002 | CM55400240 | 0006 PCG1178 RUBBER GROMMET 9691 | 2.00000 | 1.07 |
| 10/04/2002 | CM55400240 | 0007 PCG2242 WELDING ELECTRODE 25124 | 40.00000 | 18.33 |
| 10/04/2002 | CM55400240 | 0008 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 4.50000 | 221.81 |
| 10/04/2002 | CM55400240 | 0009 E STANDARD EQUIP. 600494-9 T159089 PIN | 1.00000 | 62.44 |

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|-----------------------------|------------|--|----------|----------|
| 04/30/2002 | CM55400217 | 0014 PCG2242 WELDING ELECTRODE 25124 | 67.00000 | 30.28 |
| ----- period 2002-11 -----> | | | | 285.34 |
| 06/18/2002 | CM55400225 | 0003 L02843 Mervin F Nuice Radio Technician | 1.00000 | 50.45 |
| 06/27/2002 | CM55400226 | 0003 L02843 Mervin F Nuice Radio Technician | 1.00000 | 50.45 |
| ----- period 2002-12 -----> | | | | 100.90 |
| ----- year 2002 -----> | | | | 8,404.85 |
| 06/28/2002 | CM55400226 | 0004 L02817 Donald E. Fox, Sr. Mechanic Assistant | 5.00000 | 181.97 |
| 06/28/2002 | CM55400226 | 0005 PCG0993 OIL CHEVRON DELO 400 15W-40 | 8.00000 | 12.73 |
| 06/28/2002 | CM55400226 | 0006 PCG6834 FILTER 7243 LUBE | 1.00000 | 6.40 |
| 06/28/2002 | CM55400226 | 0007 PCG0004 ANTI-FREEZE - GREEN | 1.00000 | 3.27 |
| ----- period 2003-01 -----> | | | | 204.37 |
| 08/02/2002 | CM55400231 | 0008 PCG2758 PIN COTTER 30555 3/8 X 3 | 6.00000 | 3.34 |
| 08/02/2002 | CM55400231 | 0003 E EAST END AUTO P0600476 CPE 30257 GREASE GUN | 1.00000 | 12.49 |
| 08/02/2002 | CM55400231 | 0004 E EAST END AUTO P0600476 CPE 30288 GREASE GUN | 1.00000 | 12.99 |
| 08/02/2002 | CM55400231 | 0006 E FOLTZ MFG P0600477 WHFZ24 WASHER FLAT Z/P 1 1/2 | 6.00000 | 6.96 |
| 08/02/2002 | CM55400231 | 0007 E FOLTZ MFG P0600477 WHFZ26 WASHER FLAT Z/P 1 5/8 | 6.00000 | 8.94 |
| 08/02/2002 | CM55400231 | 0009 PCG1960 PIN COTTER 38278-4 3/8 X 4 | 4.00000 | 2.50 |
| 08/02/2002 | CM55400231 | 0010 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.50000 | 73.94 |
| 07/17/2002 | CM55400229 | 0003 E T&R TIRE CENTER P0600495 LB-SERVICE-CALL | 1.00000 | 35.00 |

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|------------|------------|---|----------|--------|
| 02/28/2002 | CM55400209 | 0006 PCG4320 OIL CITGO ATF DEXRON IIIE MERC ON \ DONAX TG H 72944 | 3.00000 | 10.53 |
| | | ----- period 2002-09 -----> | | 10.53 |
| 04/17/2002 | CM55400216 | 0003 PCG0004 ANTI-FREEZE - GREEN | 1.00000 | 3.27 |
| 04/17/2002 | CM55400216 | 0004 PCG1020 PIN BACKHOE TF23P | 4.00000 | 12.17 |
| 04/19/2002 | CM55400216 | 0005 PCG1691 TEETH BACKHOE FLAT T230SP | 2.00000 | 15.33 |
| 04/22/2002 | CM55400217 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | .50000 | 23.09 |
| 04/22/2002 | CM55400217 | 0004 PCG5816 TY-RAP 23927-X TIES | 8.00000 | 5.08 |
| 04/24/2002 | CM55400217 | 0005 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.50000 | 161.66 |
| 04/26/2002 | CM55400217 | 0006 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.00000 | 138.56 |
| 04/26/2002 | CM55400217 | 0007 PCG6914 PIN SNAP 1/4 X 3 2084-20 | 2.00000 | 3.20 |
| 04/25/2002 | CM55400217 | 0008 E STANDARD EQUIP PO 600335-20 U43792 BUCKET TOOL | 5.00000 | 76.55 |
| 04/25/2002 | CM55400217 | 0009 E STANDARD EQUIP PO 600335-20 TF23D TOOTH | 5.00000 | 42.60 |
| 04/25/2002 | CM55400217 | 0010 E STANDARD EQUIP PO 600335-20 TF23P PIN | 5.00000 | 15.60 |
| 04/25/2002 | CM55400217 | 0011 E STANDARD EQUIP PO 600335-20 AT172403 HYDRAULIC | 2.00000 | 109.50 |
| 04/25/2002 | CM55400217 | 0012 E STANDARD EQUIP PO 600335-21 AH108380 BULB | 16.00000 | 15.20 |
| | | ----- period 2002-10 -----> | | 621.81 |
| 04/29/2002 | CM55400218 | 0003 PCG1962 PIN COTTER 38265 1/4 X 4 | 4.00000 | 1.03 |
| 04/30/2002 | CM55400217 | 0013 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 5.50000 | 254.03 |

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|-----------------------------|------------|--|----------|----------|
| 01/30/2002 | CM55400205 | 0004 PCG2136 TERMINAL ELEC. 23099 SNAP 16-14 | 4.00000 | .60 |
| 01/30/2002 | CM55400205 | 0005 PCG4498 TERMINAL ELEC. 23079-1 BULLET 16-14 | 4.00000 | 3.92 |
| 01/30/2002 | CM55400205 | 0006 PCG4497 TERMINAL ELEC. 23079 SNAP 16-14 | 4.00000 | 4.80 |
| ----- period 2002-07 -----> | | | | 4,638.36 |
| 01/31/2002 | CM55400205 | 0007 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.50000 | 161.66 |
| 01/31/2002 | CM55400205 | 0008 PCG5641 CLEANER BRAKE | 2.00000 | 7.86 |
| 01/31/2002 | CM55400205 | 0009 PCG1390 WASHER 36729 LOCK 1/2 | 4.00000 | .40 |
| 01/31/2002 | CM55400205 | 0010 PCG0200 BOLT USS 36114 1/2 X 3 1/2 | 4.00000 | 3.78 |
| 01/30/2002 | CM55400205 | 0011 E STANDARD EQUIP PO 600335-14 AT79951 SEAL | 1.00000 | 47.63 |
| 01/30/2002 | CM55400205 | 0012 E STANDARD EQUIP PO 600335-14 TI53720 UNIVERSAL | 1.00000 | 90.70 |
| 01/30/2002 | CM55400205 | 0014 E STANDARD EQUIP PO 600335-14 L40276 SNAP RING | 5.00000 | 4.20 |
| 01/30/2002 | CM55400205 | 0015 E STANDARD EQUIP PO 600335-14 TCM5099 SNAP RING | 10.00000 | 26.00 |
| 01/30/2002 | CM55400205 | 0016 E STANDARD EQUIP PO 600335-14 L40317 O-RING | 2.00000 | 10.94 |
| 01/30/2002 | CM55400205 | 0018 E STANDARD EQUIP PO 600335-14 FREIGHT | 1.00000 | 4.00 |
| 02/26/2002 | CM55400209 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | .30000 | 11.39 |
| 02/27/2002 | CM55400209 | 0004 PCG1959 PIN COTTER 80612 3/8 X 3 1/2 40962 | 4.00000 | 2.05 |
| 02/27/2002 | CM55400209 | 0005 PCG1961 PIN COTTER 35038 1/4 X 3 1/2 | 4.00000 | .42 |
| ----- period 2002-08 -----> | | | | 371.03 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|--|----------|----------|
| 12/17/2001 | CM55400151 | 0006 E STANDARD EQUIP PO 600335-13 TY22474 CLAMP | 2.00000 | 2.10 |
| 01/04/2001 | CM55400201 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 6.00000 | 277.13 |
| 12/17/2001 | CM55400151 | 0007 E T & R TIRE PO 600336-122 SERVICE CALL | 1.00000 | 35.00 |
| 12/17/2001 | CM55400151 | 0008 E T & R TIRE PO 600336-122 FLAT REPAIR | 1.00000 | 16.00 |
| 12/17/2001 | CM55400151 | 0009 E T & R TIRE PO 600336-122 11L-15-16 TUBE | 1.00000 | 13.90 |
| 12/24/2001 | CM55400151 | 0010 E T & R TIRE PO 600336-127 SERVICE CALL | 1.00000 | 35.00 |
| 12/24/2001 | CM55400151 | 0011 E T & R TIRE PO 600336-127 FLAT REPAIR | 1.00000 | 45.50 |
| 12/24/2001 | CM55400151 | 0012 E T & R TIRE PO 600336-127 PATCH TL110 | 1.00000 | 6.00 |
| 01/07/2002 | CM55400202 | 0003 PCG0005 WINDSHIELD SOLVENT YEAR ROUND | 1.00000 | 1.18 |
| 01/08/2002 | CM55400202 | 0004 PCG0311 BULB 194 | 4.00000 | 2.43 |
| 01/09/2002 | CM55400202 | 0005 E T & R TIRE PO 285865 165-847-314 10PLY GDY R4 IT525 | 2.00000 | 1,029.68 |
| 01/09/2002 | CM55400202 | 0006 E T & R TIRE PO 285865 MD RECYLCE FEE | 2.00000 | .80 |
| 01/09/2002 | CM55400202 | 0007 E T & R TIRE PO 285865 STRAIGHT, AIR-LIQUID VALVE | 2.00000 | 10.06 |
| 01/09/2002 | CM55400202 | 0008 E T & R TIRE PO 285865 TIRE DISPOSAL FEE | 2.00000 | 32.00 |
| 01/09/2002 | CM55400202 | 0009 E T & R TIRE PO 600336-139 SERVICE CALL | 1.00000 | 35.00 |
| 01/09/2002 | CM55400202 | 0010 E T & R TIRE PO 600336-139 FLAT REPAIR | 1.00000 | 16.00 |
| 01/30/2002 | CM55400205 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.50000 | 161.66 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|---|----------|----------|
| 10/03/2001 | CM55400140 | 0003 PCG4320 OIL CITGO ATF DEXRON IIIE MERC ON \ DONAX TG H 72944 | 2.50000 | 8.77 |
| 10/11/2001 | CM55400141 | 0003 PCG1691 TEETH BACKHOE FLAT T230SP | 4.00000 | 30.54 |
| 10/11/2001 | CM55400141 | 0004 PCG1020 PIN BACKHOE T40910 | 4.00000 | 11.94 |
| | | ----- period 2002-04 -----> | | 51.25 |
| 10/31/2001 | CM55400144 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 1.00000 | 37.97 |
| 10/31/2001 | CM55400144 | 0004 PCG6851 BULB BP1210/H3 | 1.00000 | 5.50 |
| 10/01/2001 | CM55400140 | 0005 PCG0993 OIL CHEVRON DELO 400 15W-40 | 1.00000 | 1.64 |
| 10/15/2001 | CM55400142 | 0003 E STANDARD EQUIPMENT PO 600335-8 A1186920 OIL LINE | 1.00000 | 81.04 |
| 10/31/2001 | CM55400144 | 0005 E COMPRESSED AIR PO 600316-3 MADE HOSE W/FITTINGS | 1.00000 | 124.12 |
| | | ----- period 2002-05 -----> | | 250.27 |
| 12/04/2001 | CM55400149 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.50000 | 69.28 |
| 11/08/2001 | CM55400145 | 0003 E STANDARD EQUIPMENT PO 283604 3,000 HOUR SERVICE | 1.00000 | 1,181.86 |
| 12/17/2001 | CM55400151 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.00000 | 46.19 |
| 12/17/2001 | CM55400151 | 0004 PCG5816 TY-RAP 23927-X TIES | 10.00000 | 6.24 |
| | | ----- period 2002-06 -----> | | 1,303.57 |
| 12/18/2001 | CM55400149 | 0004 E STANDARD EQUIP. PO 284580 REMOVE BROKEN EXTENDIBLE | 1.00000 | 2,884.21 |
| 12/31/2001 | CM55400152 | 0003 PCG1691 TEETH BACKHOE FLAT T230SP | 1.00000 | 7.66 |
| 12/31/2001 | CM55400152 | 0004 PCG1020 PIN BACKHOE TF23P | 3.00000 | 9.13 |
| 12/17/2001 | CM55400151 | 0005 E STANDARD EQUIP PO 600335-13 T105773 GUIDE | 2.00000 | 8.60 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|---|----------|--------|
| 07/23/2001 | CM55400130 | 0003 E T & R TIRE PO 600336-15 SERVICE CALL & FLAT REPAIR | 1.00000 | 51.00 |
| | | ----- period 2002-01 -----> | | 128.80 |
| 07/31/2001 | CM55400131 | 0003 PCG1691 TEETH BACKHOE FLAT T230SP | 2.00000 | 15.27 |
| 07/31/2001 | CM55400131 | 0004 PCG1020 PIN BACKHOE T40910 | 2.00000 | 5.97 |
| 07/09/2001 | CM55400128 | 0003 E T & R TIRE PO 600336-8 SERVICE CALL & FLAT REPAIR | 1.00000 | 80.50 |
| 07/09/2001 | CM55400128 | 0004 E T & R TIRE PO 600336-8 TUBE | 1.00000 | 39.90 |
| | | ----- period 2002-02 -----> | | 141.64 |
| 09/11/2001 | CM55400137 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.00000 | 46.19 |
| 09/11/2001 | CM55400137 | 0004 PCG1960 PIN COTTER 38278-4 3/8 X 4 | 5.00000 | 4.17 |
| 09/11/2001 | CM55400137 | 0005 PCG1962 PIN COTTER 38265 1/4 X 4 | 5.00000 | 1.29 |
| 09/11/2001 | CM55400137 | 0006 PCG2758 PIN COTTER 30555 3/8 X 3 | 3.00000 | 1.67 |
| 09/11/2001 | CM55400137 | 0007 PCG1020 PIN BACKHOE T40910 | 3.00000 | 8.96 |
| 08/27/2001 | CM55400135 | 0003 E T & R TIRE PO 600336-46 SERVICE CALL & REAR FLAT REPAI | 1.00000 | 83.50 |
| 08/27/2001 | CM55400135 | 0004 E T & R TIRE PO 600336-46 TUBE | 1.00000 | 39.90 |
| 08/01/2001 | CM55400131 | 0005 E T & R TIRE PO 600336-26 SERVICE CALL & FLAT REPAIR | 1.00000 | 80.50 |
| 08/01/2001 | CM55400131 | 0006 E T & R TIRE PO 600336-26 TUBE | 1.00000 | 36.34 |
| 09/17/2001 | CM55400137 | 0008 E STANDARD EQUIP. PO 600335-7 999-R STREET PADS | 1.00000 | 162.44 |
| 09/25/2001 | CM55400137 | 0009 L02817 Donald E. Fox, Sr. Mechanic Assistant | 1.00000 | 36.39 |
| | | ----- period 2002-03 -----> | | 501.35 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|---|-----------|----------|
| 06/12/2001 | CM55400123 | 0032 PCG1384 WASHER 36766 FLAT USS 5/16 | 2.00000 | .17 |
| 06/12/2001 | CM55400123 | 0033 PCG2758 PIN COTTER 30555 3/8 X 3 | 1.00000 | .56 |
| 06/12/2001 | CM55400123 | 0034 PCG1957 PIN COTTER 38263 1/4 X 3 | 1.00000 | .24 |
| 06/12/2001 | CM55400123 | 0035 PCG1833 O-RINGS RUBBER 9984 | 1.00000 | .35 |
| 06/12/2001 | CM55400123 | 0036 PCG4728 O-RINGS RUBBER 9977-1 | 3.00000 | .68 |
| 06/12/2001 | CM55400123 | 0038 PCG4320 OIL CITGO ATF DEXRON IIIE MERC ON \ DONAX TG H 72944 | 5.00000 | 17.55 |
| 06/12/2001 | CM55400123 | 0039 PCG1963 FITTINGS GREASE 7577 1/8 STRAIGHT | 4.00000 | 1.44 |
| 06/11/2001 | CM55400123 | 0040 E STANDARD EQUIP. PO 600148-16 S1J043-10-10 HOSE FITTING | 1.00000 | 40.35 |
| 06/11/2001 | CM55400123 | 0041 E STANDARD EQUIP. PO 600148-16 X18S43-10-10 FITTING | 1.00000 | 18.78 |
| 06/11/2001 | CM55400123 | 0042 E STANDARD EQUIP. PO 600146-16 X381-10-RL HOSE | 111.00000 | 92.13 |
| 06/11/2001 | CM55400123 | 0043 E STANDARD EQUIP. PO 600148-16 XAS-B-15 SLEEVE | 111.00000 | 22.20 |
| 06/11/2001 | CM55400123 | 0044 E STANDARD EQUIP. PO 600148-16 XFSC FITTING | 2.00000 | 4.06 |
| 06/13/2001 | CM55400124 | 0003 E T & R TIRE PO 600150-292 SERVICE CALL & FLAT REPAIR | 1.00000 | 80.50 |
| ----- period 2001-12 -----> | | | | 1,825.51 |
| ----- year 2001 -----> | | | | 6,661.80 |
| 07/16/2001 | CM55400129 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | .50000 | 23.09 |
| 07/16/2001 | CM55400129 | 0004 E STANDARD EQUIPMENT PO 600335-1 AT186152 ARMREST KIT | 1.00000 | 54.71 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|---|----------|--------|
| 06/07/2001 | CM55400123 | 0015 E STANDARD EQUIPMENT PO 275776 AT170172 HYDRAULIC | 1.00000 | 84.87 |
| 06/07/2001 | CM55400123 | 0016 E STANDARD EQUIPMENT PO 275776 AT170173 HYDRAULIC | 1.00000 | 156.67 |
| 06/07/2001 | CM55400123 | 0017 E STANDARD EQUIPMENT PO 275776 T77858 O-RING | 4.00000 | 1.52 |
| 06/07/2001 | CM55400123 | 0018 E STANDARD EQUIPMENT PO 275776 RE33412 HYDRAULIC | 1.00000 | 10.01 |
| 06/07/2001 | CM55400123 | 0019 E STANDARD EQUIPMENT PO 275776 AH168286 HYDRAULIC | 1.00000 | 20.22 |
| 06/07/2001 | CM55400123 | 0020 E STANDARD EQUIPMENT PO 275776 T161365 SLEEVE | 2.00000 | 41.74 |
| 06/07/2001 | CM55400123 | 0021 E STANDARD EQUIPMENT PO 275776 AT85197 O-RING KIT | 1.00000 | 32.20 |
| 06/07/2001 | CM55400123 | 0022 E STANDARD EQUIPMENT PO 275776 H156058WEAR RING | 1.00000 | 3.04 |
| 06/05/2001 | CM55400123 | 0023 E STANDARD EQUIPMENT PO 275776 X1J043-12-10 HOSE FITTING | 4.00000 | 350.40 |
| 06/07/2001 | CM55400123 | 0024 E STANDARD EQUIPMENT 275776 XFSL FITTING | 4.00000 | 8.12 |
| 06/12/2001 | CM55400123 | 0025 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 2.50000 | 115.47 |
| 06/12/2001 | CM55400123 | 0026 PCG2945 NUTS USS TORQUE 36781 5/16" | 1.00000 | .16 |
| 06/12/2001 | CM55400123 | 0027 PCG0244 BOLT USS 36040 5/16 X 4 | 1.00000 | .63 |
| 06/12/2001 | CM55400123 | 0028 PCG0230 BOLT USS 36066 3/8 X 4 | 1.00000 | .74 |
| 06/12/2001 | CM55400123 | 0029 PCG4668 BOLT USS 36067 3/8 X 4 1/2 | 1.00000 | .89 |
| 06/12/2001 | CM55400123 | 0030 PCG2739 BOLT USS 36040-1 5/16 X 4 1/2 | 2.00000 | 1.26 |
| 06/12/2001 | CM55400123 | 0031 PCG2945 NUTS USS TORQUE 36781 5/16" | 2.00000 | .33 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|--|----------|----------|
| 05/03/2001 | CM55400118 | 0020 PCG6834 FILTER 7243 LUBE | 1.00000 | 6.05 |
| 05/03/2001 | CM55400118 | 0021 PCG0993 OIL CHEVRON DELO 400 15W-40 | 8.00000 | 569.98 |
| 05/03/2001 | CM55400118 | 0022 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.00000 | 138.56 |
| 05/01/2001 | CM55400118 | 0023 E EST END AUTO PO 600128-239 EXPANSION PLUG | 1.00000 | .99 |
| 04/30/2001 | CM55400118 | 0024 PCG5853 PIN LYNCH 2505-1 | 1.00000 | .52 |
| 05/15/2001 | CM55400120 | 0003 E T & R TIRE PO 600150-269 SERVICE CALL & FLAT REPAIR | 1.00000 | 65.00 |
| | | ----- period 2001-11 -----> | | 1,756.57 |
| 06/05/2001 | CM55400123 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.00000 | 46.19 |
| 06/05/2001 | CM55400123 | 0004 PCG2120 TERMINAL ELEC. 23010 SPADE | 1.00000 | .25 |
| 06/07/2001 | CM55400123 | 0005 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 5.50000 | 254.03 |
| 06/11/2001 | CM55400123 | 0006 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 5.50000 | 254.03 |
| 06/11/2001 | CM55400123 | 0007 L03241 Eric D. Webber Vehicle Maintenance Mechanic | 3.00000 | 113.91 |
| 06/11/2001 | CM55400123 | 0008 PCG1825 O-RINGS RUBBER 9982 | 1.00000 | .32 |
| 06/11/2001 | CM55400123 | 0009 PCG5816 TY-RAP 23927-X TIES | 20.00000 | 12.48 |
| 06/08/2001 | CM55400123 | 0010 E STANDARD EQUIP PO 600148-15 X1J043-8-6 HOSE FITTING | 1.00000 | 14.29 |
| 06/08/2001 | CM55400123 | 0011 E STANDARD EQUIP PO 600148-15 X1JS43-8-6 HOSE FITTING | 1.00000 | 9.58 |
| 06/08/2001 | CM55400123 | 0012 E STANDARD EQUIP PO 600148-15 X381-6-RL BULK HOSE | 21.00000 | 12.39 |
| 06/08/2001 | CM55400123 | 0013 E STANDARD EQUIP PO 600148-15 T77957 O-RING | 1.00000 | .76 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|--|----------|--------|
| 04/30/2001 | CM55400118 | 0003 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 1.00000 | 34.29 |
| 05/02/2001 | CM55400118 | 0004 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 5.50000 | 254.03 |
| 05/02/2001 | CM55400118 | 0005 PCG5641 CLEANER BRAKE | 2.00000 | 7.83 |
| 05/02/2001 | CM55400118 | 0006 PCG3095 DRILL BITS 20913 17/64 | 1.00000 | 3.73 |
| 05/02/2001 | CM55400118 | 0007 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.50000 | 161.66 |
| 05/02/2001 | CM55400118 | 0008 E STANDARD EQUIPMENT PO 273841 SEAL AL79951 | 2.00000 | 93.42 |
| 05/02/2001 | CM55400118 | 0009 E STANDARD EQUIPMENT PO 273841 SNAP RING T151264 | 1.00000 | .26 |
| 05/02/2001 | CM55400118 | 0010 E STANDARD EQUIPMENT PO 273841 UNIVERSAL L100632 | 2.00000 | 230.50 |
| 05/02/2001 | CM55400118 | 0011 E STANDARD EQUIPMENT PO 273841 O-RING L40317 | 1.00000 | 5.36 |
| 05/02/2001 | CM55400118 | 0012 E STANDARD EQUIPMENT PO 273841 BLOWER FAN AT74984 | 1.00000 | 80.88 |
| 05/02/2001 | CM55400118 | 0013 E STANDARD EQUIPMENT PO 273841 FREIGHT | 1.00000 | 5.00 |
| 05/03/2001 | CM55400118 | 0014 L02817 Donald E. Fox, Sr. Mechanic Assistant | 2.50000 | 90.99 |
| 05/03/2001 | CM55400118 | 0015 PCG6684 WIRE PRIMARY 23433 16 GA WHITE | 8.00000 | 1.39 |
| 05/03/2001 | CM55400118 | 0016 PCG2316 TERMINAL ELEC. 23846 SEAL BUTT CONNECTOR 61-14 | 4.00000 | 2.89 |
| 05/03/2001 | CM55400118 | 0017 PCG2127 TERMINAL ELEC. 23098 MALE QUICK DISCONNECT | 4.00000 | .83 |
| 05/03/2001 | CM55400118 | 0018 PCG6468 HOLDER FUSE 7448 | 1.00000 | 1.73 |
| 05/03/2001 | CM55400118 | 0019 PCG0684 FUSE ATO-20 7554-A | 2.00000 | .68 |

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| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|---|----------|--------|
| 03/12/2001 | CM55400111 | 0006 PCG2060 WASHER 42455 LOCK METRIC M10 | 5.00000 | .43 |
| 03/12/2001 | CM55400111 | 0007 PCG2068 WASHER 43984 FLAT METRIC M10 | 5.00000 | .91 |
| 03/12/2001 | CM55400111 | 0008 PCG2032 BOLT METRIC 44480 M10X30MM | 5.00000 | 1.89 |
| 03/21/2001 | CM55400112 | 0003 E T & R TIRE PO 600150-224 FLAT REPAIR & SERVICE CALL | 1.00000 | 80.50 |
| 03/23/2001 | CM55400112 | 0004 PCG1020 PIN TF23P BACKHOE | 1.00000 | 2.99 |
| 03/23/2001 | CM55400112 | 0005 PCG4320 OIL CITGO ATF DEXRON IIIE MERC ON \ DONAX TG H 72944 | 1.00000 | 3.51 |
| ----- period 2001-09 -----> | | | | 745.65 |
| 04/09/2001 | CM55400115 | 0003 E T & R TIRE PO 600150-238 FLAT REPAIR | 1.00000 | 80.50 |
| 04/17/2001 | CM55400116 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.00000 | 46.19 |
| 04/17/2001 | CM55400116 | 0004 PCG2032 BOLT METRIC 44480 M10X30MM | 4.00000 | 1.51 |
| 04/17/2001 | CM55400116 | 0005 PCG2060 WASHER 42455 LOCK METRIC M10 | 4.00000 | .34 |
| 04/17/2001 | CM55400116 | 0006 PCG2068 WASHER 43984 FLAT METRIC M10 | 4.00000 | .73 |
| 01/08/2001 | CM55400102 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.00000 | 46.19 |
| 04/13/2001 | CM55400116 | 0007 E T & R TIRE PO 600150-243 SERVICE CALL & FLAT REPAIR | 1.00000 | 80.50 |
| 04/23/2001 | CM55400117 | 0003 PCG1020 PIN TF23P BACKHOE | 2.00000 | 5.97 |
| 04/23/2001 | CM55400117 | 0004 PCG1691 TEETH BACKHOE FLAT T230SP | 2.00000 | 15.27 |
| 04/24/2001 | CM55400117 | 0005 E T & R TIRE PO 600150-251 FLAT REPAIR | 1.00000 | 80.50 |
| ----- period 2001-10 -----> | | | | 357.70 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|-----------------|---|----------|--------|
| 02/22/2001 | CM55400108 0004 | L02843 Mervin F Nuice Radio Technician | 1.00000 | 50.45 |
| 02/22/2001 | CM55400108 0005 | PCG5039 SCREW MACHINE 43255 METRIC M6 X 10 | 2.00000 | .34 |
| 03/12/2001 | CM55400111 0003 | E BATTERY ONE PO 600119-35 BATTERY | 2.00000 | 145.90 |
| 02/26/2001 | CM55400109 0003 | L02817 Donald E. Fox, Sr. Mechanic Assistant | .50000 | 18.20 |
| 02/26/2001 | CM55400109 0005 | PCG1334 TEETH BACKHOE POINTER | 2.00000 | 16.05 |
| 02/26/2001 | CM55400109 0006 | PCG1020 PIN TF23P BACKHOE | 2.00000 | 5.97 |
| 02/26/2001 | CM55400109 0007 | PCG0768 HEADLAMP 4652 | 1.00000 | 4.58 |
| 02/06/2001 | CM55400106 0007 | PCG0993 OIL CITGO CITGARD 600 15W-40 ROTELLA T 15W-40 | 2.00000 | 10.50 |
| 03/01/2001 | CM55400109 0008 | L02817 Donald E. Fox, Sr. Mechanic Assistant | 4.00000 | 145.58 |
| 03/01/2001 | CM55400109 0009 | PCG0993 OIL CITGO CITGARD 600 15W-40 ROTELLA T 15W-40 | 8.00000 | 42.00 |
| 03/01/2001 | CM55400109 0010 | PCG6834 FILTER 7243 LUBE | 1.00000 | 6.05 |
| 03/01/2001 | CM55400109 0011 | PCG6835 FILTER 3531 FUEL | 1.00000 | 8.30 |
| 03/01/2001 | CM55400109 0012 | PCG6880 FILTER 7201 OIL | 1.00000 | 14.38 |
| 03/01/2001 | CM55400109 0013 | PCG6837 FILTER 6562 | 1.00000 | 23.05 |
| 03/01/2001 | CM55400109 0014 | PCG6836 FILTER 6569 | 1.00000 | 11.48 |
| 03/01/2001 | CM55400109 0015 | PCG0004 ANTI-FREEZE | 1.50000 | 4.65 |
| 03/12/2001 | CM55400111 0004 | L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic | 1.50000 | 51.44 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|---|----------|--------|
| 10/12/2000 | CM55400041 | 0019 EXPENSE COMPRESSED AIR INV#1234405-01 240335 POP T VALVE 600127-13 | 1.00000 | 8.18 |
| | | ----- period 2001-04 -----> | | 125.38 |
| 10/25/2000 | CM55400045 | 0003 EXPENSE T & R TIRE CENTER INV#11148 SERVICE CALL P.O.600150-97 | 1.00000 | 35.00 |
| 10/25/2000 | CM55400045 | 0004 EXPENSE T & R TIRE CENTER INV#11148 BACK HOE REPAIR 600150-97 | 1.00000 | 45.50 |
| 10/25/2000 | CM55400045 | 0005 EXPENSE T & R TIRE CENTER INV#11148 TUBE 13.00-24 P.O.600150-97 | 1.00000 | 44.88 |
| | | ----- period 2001-05 -----> | | 125.38 |
| 05/29/2000 | CM55400022 | 0009 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.50000 | 161.66 |
| 05/31/2000 | CM55400022 | 0010 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.50000 | 69.28 |
| | | ----- period 2001-06 -----> | | 230.94 |
| 06/22/2000 | CM55400025 | 0004 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.50000 | 69.28 |
| 07/18/2000 | CM55400029 | 0012 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.00000 | 138.56 |
| | | ----- period 2001-07 -----> | | 207.84 |
| 02/07/2001 | CM55400106 | 0003 EXPENSE T & R TIRE INV#13619 SERVICE CALL 600150-151 | 1.00000 | 35.00 |
| 02/07/2001 | CM55400106 | 0004 EXPENSE T & R TIRE INV#13619 LB-FLAT-B-HOE 600150-151 | 1.00000 | 45.50 |
| 02/07/2001 | CM55400106 | 0005 EXPENSE T & R TIRE INV#13218 LB-FLAT-B-HOE 600150-142 | 1.00000 | 45.50 |
| 02/09/2001 | CM55400106 | 0006 PCG0120 BLADE WIPER 18-51, 31-18 TRI 33-183,PRL-18-2 | 1.00000 | 5.90 |
| 02/12/2001 | CM55400107 | 0003 PCG1691 TEETH BACKHOE FLAT T230SP | 1.00000 | 7.63 |
| | | ----- period 2001-08 -----> | | 139.53 |
| 02/20/2001 | CM55400108 | 0003 E T & R TIRE PO 600150-162 FLAT REPAIR | 1.00000 | 51.00 |
| 03/06/2001 | CM55400110 | 0003 E T & R TIRE PO 600150-172 FLAT REPAIR | 1.00000 | 45.50 |

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| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|---|----------|--------|
| 09/20/2000 | CM55400040 | 0006 EXPENSE T & R TIRE CENTER INV#9904 FARM 11L-15-16 TUBE 600150-60 | 1.00000 | 15.54 |
| 10/09/2000 | CM55400041 | 0003 PCG2594 BOLT SAE 36406 1/2 X 1 1/2 | 1.00000 | .60 |
| 10/09/2000 | CM55400041 | 0004 PCG1379 WASHER 36715 FLAT SAE 1/2 | 2.00000 | .36 |
| 10/09/2000 | CM55400041 | 0005 PCG5296 NUTS SAE TORQUE 36799 1/2 | 1.00000 | .31 |
| 10/10/2000 | CM55400041 | 0006 PCG0184 BOLT SAE 36383 7/16 X 2 | 1.00000 | .51 |
| 10/10/2000 | CM55400041 | 0007 PCG2546 BOLT SAE 36382 7/16 X 1 3/4 | 1.00000 | .50 |
| 10/10/2000 | CM55400041 | 0008 PCG5300 NUTS SAE TORQUE 36798 7/16 | 1.00000 | .23 |
| 10/10/2000 | CM55400041 | 0009 PCG1883 WASHER 36714 FLAT SAE 7/16 | 2.00000 | .17 |
| 10/10/2000 | CM55400041 | 0010 PCG3090 DRILL BITS 20908 3/16 | 1.00000 | 2.41 |
| 10/10/2000 | CM55400041 | 0011 PCG0230 BOLT USS 36066 3/8 X 4 | 1.00000 | .74 |
| 10/10/2000 | CM55400041 | 0012 PCG0220 BOLT USS 36054 3/8 X 1 | 1.00000 | .31 |
| 10/10/2000 | CM55400041 | 0013 PCG0229 BOLT USS 36052 3/8 X 3/4 | 1.00000 | .23 |
| 10/10/2000 | CM55400041 | 0014 PCG1394 WASHER 36727 LOCK 3/8 | 2.00000 | .19 |
| 10/10/2000 | CM55400041 | 0015 PCG2242 WELDING ELECTRODE 25124 | 30.00000 | 13.51 |
| 10/11/2000 | CM55400041 | 0016 PCG2242 WELDING ELECTRODE 25124 | 20.00000 | 9.00 |
| 10/11/2000 | CM55400041 | 0017 PCG1959 PIN COTTER 80612 3/8 X 3 1/2 | 1.00000 | .51 |
| 10/12/2000 | CM55400041 | 0018 EXPENSE COMPRESSED AIR INV#1234405-01 240332 POP T VALVE 600127-13 | 1.00000 | 9.75 |

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

08/16/2016

page 6

| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|----------|
| 07/05/2000 | CM55400027 | 0006 EXPENSE T & R TIRE CENTER INV#7054 DISPOSAL FEE P.O.259759 | 2.00000 | 30.00 |
| 07/05/2000 | CM55400027 | 0007 EXPENSE T & R TIRE CENTER INV#7054 STRAIGHT,AIR-LIQUID VALVE 2597 | 1.00000 | 5.03 |
| 07/18/2000 | CM55400029 | 0003 PCG1030 PIN COTTER 38217 3/32 X 1 | 6.00000 | .17 |
| 07/18/2000 | CM55400029 | 0004 PCG1040 PIN COTTER 38209 1/16 X 3/4 | 2.00000 | .06 |
| 07/18/2000 | CM55400029 | 0005 PCG2242 WELDING ELECTRODE 25124 | 26.00000 | 11.70 |
| 07/18/2000 | CM55400029 | 0006 EXPENSE STANDARD EQUIPMENT INV#128167 T77165 SPRING P.O.600148-1 | 2.00000 | 9.14 |
| 07/20/2000 | CM55400029 | 0007 PCG1691 TEETH BACKHOE FLAT T230SP | 2.00000 | 14.50 |
| 07/20/2000 | CM55400029 | 0008 PCG1020 PIN TF23P BACKHOE | 2.00000 | 5.97 |
| 07/20/2000 | CM55400029 | 0009 EXPENSE STANDARD EQUIPMENT INV#128189 28H1521 SPACER P.O.600148-2 | 1.00000 | .64 |
| 07/20/2000 | CM55400029 | 0010 EXPENSE STANDARD EQUIPMENT INV#128189 U40398 CLAMP P.O.600148-2 | 1.00000 | 7.45 |
| 07/20/2000 | CM55400029 | 0011 EXPENSE STANDARD EQUIPMENT INV#128189 T160376 CLAMP P.O.600148-2 | 2.00000 | 4.40 |
| ----- period 2001-01 -----> | | | | 1,056.92 |
| 08/09/2000 | CM55400036 | 0003 EXPENSE T & R TIRE CENTER INV#8639 BACKHOE REPAIR P.O.600150-22 | 1.00000 | 45.50 |
| 08/09/2000 | CM55400036 | 0004 EXPENSE T & R TIRE CENTER INV#8639 TUBE 13.00-24 P.O.600150-22 | 1.00000 | 44.88 |
| ----- period 2001-03 -----> | | | | 90.38 |
| 10/03/2000 | CM55400040 | 0003 PCG4320 OIL CITGO ATF DEXRON IIIE MERC ON \ DONAX TG H 72944 | 4.00000 | 11.33 |
| 09/20/2000 | CM55400040 | 0004 EXPENSE T & R TIRE CENTER INV#9904 SERVICE CALL P.O.600150-60 | 1.00000 | 35.00 |
| 09/20/2000 | CM55400040 | 0005 EXPENSE T & R TIRE CENTER INV#9904 BACK HOE REPAIR P.O.600150-60 | 1.00000 | 16.00 |

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

08/16/2016

page 5

| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|----------|
| 05/09/2000 | CM55400019 | 0006 PCG4737 WASHER 36715 FLT H.D. 1/2 SAE | 3.00000 | 1.33 |
| 04/28/2000 | CM55400019 | 0007 L03241 Eric D. Webber Vehicle Maintenance Mechanic | 2.00000 | 74.01 |
| 04/28/2000 | CM55400019 | 0008 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 3.00000 | 137.42 |
| 05/03/2000 | CM55400018 | 0008 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 2.00000 | 91.62 |
| 05/09/2000 | CM55400022 | 0003 L02449 David W Kinzer Veh/Equip Diesel Mechanic I | 1.50000 | 68.71 |
| 05/30/2000 | CM55400022 | 0004 EXPENSE STANDARD EQUIPMENT INV#127614 AT178405 HYDRAULIC HOSE -28 | 1.00000 | 47.79 |
| 05/30/2000 | CM55400022 | 0005 EXPENSE STANDARD EQUIPMENT INV#127614 T77932 O-RING P.O.90736-28 | 1.00000 | .42 |
| 05/30/2000 | CM55400022 | 0006 EXPENSE STANDARD EQUIPMENT INV#127614 T77857 O-RING P.O.90736-28 | 1.00000 | .36 |
| ----- period 2000-11 -----> | | | | 815.96 |
| 05/31/2000 | CM55400022 | 0007 PCG1833 O-RINGS RUBBER 9984 | 4.00000 | 1.39 |
| 05/31/2000 | CM55400022 | 0008 PCG4320 OIL CITGO ATF DEXRON IIIE MERC ON \ DONAX TG H 72944 | 3.00000 | 8.50 |
| 06/14/2000 | CM55400024 | 0003 PCG1960 PIN COTTER 38278-4 3/8 X 4 | 5.00000 | 4.17 |
| 06/14/2000 | CM55400025 | 0003 PCG0993 OIL CITGO CITGARD 600 15W-40 ROTELLA T 15W-40 | 2.00000 | 2.14 |
| ----- period 2000-12 -----> | | | | 16.20 |
| ----- year 2000 -----> | | | | 2,389.67 |
| 06/29/2000 | CM55400027 | 0003 EXPENSE STANDARD EQUIPMENT 127886 T125931 PIN P.O.90736-29 | 2.00000 | 123.00 |
| 07/05/2000 | CM55400027 | 0004 EXPENSE T & R TIRE CENTER INV#7054 DEN IND BLEM P.O.259759 | 2.00000 | 842.86 |
| 07/05/2000 | CM55400027 | 0005 EXPENSE T & R TIRE CENTER INV#7057 MD RECYCLE FEE P.O.259759 | 2.00000 | 2.00 |

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

08/16/2016

page 4

| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|--|----------|--------|
| 04/28/2000 | CM55400017 | 0003 PCG4320 OIL CITGO ATF DEXRON IIIIE MERC ON \ DONAX TG H 72944 | 4.00000 | 11.33 |
| 04/28/2000 | CM55400017 | 0004 EXPENSE STANDARD EQUIP. CO. INV#127258 T77932 O-RING P.O.90736-24 | 1.00000 | .42 |
| 04/28/2000 | CM55400017 | 0005 EXPENSE STANDARD EQUIP. INV#127258 T77857 O-RING P.O.90736-24 | 1.00000 | .36 |
| 04/28/2000 | CM55400017 | 0006 EXPENSE STANDARD EQUIP. INV#127258 AT178405 HYDRAULIC 90736-24 | 1.00000 | 47.79 |
| 04/28/2000 | CM55400017 | 0007 EXPENSE STANDARD EQUIP. INV#127274 T1Q5774 GUIDE P.O.90736-25 | 1.00000 | 3.30 |
| 04/28/2000 | CM55400017 | 0008 EXPENSE STANDARD EQUIP. INV#127274 TY22473 CLAMP P.O.90736-25 | 1.00000 | 1.15 |
| 04/28/2000 | CM55400017 | 0009 EXPENSE STANDARD EQUIP. INV#127274 T77613 O-RING P.O.90736-25 | 2.00000 | .72 |
| 04/28/2000 | CM55400017 | 0010 EXPENSE STANDARD EQUIP. INV#127274 X381-4-RL HOSE P.O.90736-25 | 57.00000 | 28.50 |
| 04/28/2000 | CM55400017 | 0011 EXPENSE STANDARD EQUIP. INV#127274 X1J543-6-4 FITTINGS P.O.90736- | 2.00000 | 15.08 |
| 05/03/2000 | CM55400018 | 0003 PCG2242 WELDING ELECTRODE 25124 | 8.00000 | 3.60 |
| 05/03/2000 | CM55400018 | 0004 EXPENSE T & R TIRE CENTER INV#4256 SERVICE CALL P.O.90737-206 | 1.00000 | 35.00 |
| 05/03/2000 | CM55400018 | 0005 EXPENSE T & R TIRE CENTER INV#4256 BACKHOE REPAIR 12-16.5 206 | 1.00000 | 16.00 |
| 05/03/2000 | CM55400018 | 0006 EXPENSE T & R TIRE CENTER INV#4256 FARM 11L-15-16 TUBE 90737-206 | 1.00000 | 15.54 |
| 04/05/2000 | CM55400018 | 0007 L02817 Donald E. Fox Mechanic Assistant | 6.00000 | 212.84 |
| 05/09/2000 | CM55400019 | 0003 PCG2172 STRAPS RUBBER 2041 | 1.00000 | 1.19 |
| 05/09/2000 | CM55400019 | 0004 PCG4593 BOLT METRIC 44509 M12X60MM | 1.00000 | .74 |
| 05/09/2000 | CM55400019 | 0005 PCG4593 BOLT METRIC 44509 M12X60MM | 1.00000 | .74 |

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

08/16/2016

page 3

| Date | Track # | line Identifier | Quantity | Amount |
|------------|------------|--|----------|--------|
| 01/28/2000 | CM55400011 | 0006 L02817 Donald E. Fox Mechanic Assistant | 2.50000 | 88.68 |
| | | ----- period 2000-09 -----> | | 566.64 |
| 03/09/2000 | CM55400014 | 0003 EXPENSE T & R TIRE CENTER INV#3233 SERVICE CALL P.O.90737-186 | 1.00000 | |
| 03/09/2000 | CM55400014 | 0004 EXPENSE T & R TIRE CENTER INV#3233 BACK HOE REPAIR 90737-186 | 1.00000 | |
| 03/09/2000 | CM55400014 | 0005 EXPENSE T & R TIRE CENTER INV#3233 FARM TUBE 18/19/21L-24 -186 | 1.00000 | 61.50 |
| 04/04/2000 | CM55400014 | 0006 PCG0993 OIL CITGO CITGARD 600 15W-40 ROTELLA T 15W-40 | 8.00000 | 8.58 |
| 04/04/2000 | CM55400014 | 0007 PCG6837 FILTER 6562 | 1.00000 | 23.05 |
| 04/04/2000 | CM55400014 | 0008 PCG6836 FILTER 6569 | 1.00000 | 11.40 |
| 04/04/2000 | CM55400014 | 0009 PCG6834 FILTER 7243 LUBE | 1.00000 | 5.97 |
| 04/04/2000 | CM55400014 | 0010 PCG6835 FILTER 3531 FUEL | 1.00000 | 8.30 |
| 04/04/2000 | CM55400014 | 0011 PCG6838 FILTER 1616 | 2.00000 | 45.10 |
| 04/04/2000 | CM55400014 | 0012 PCG0443 CONDITIONER DIESEL FUEL | 1.00000 | 2.66 |
| 04/04/2000 | CM55400014 | 0013 PCG4320 OIL CITGO ATF DEXRON IIIE MERC ON \ DONAX TG H 72944 | 1.00000 | 2.83 |
| 04/05/2000 | CM55400014 | 0014 PCG1354 TRANSMISSION FLUID | 4.00000 | 4.27 |
| 04/05/2000 | CM55400014 | 0015 EXPENSE HAG. AUTOMOTIVE INV#874171 FILTER OIL 7201 P.O.90723-97 | 1.00000 | 14.38 |
| 04/05/2000 | CM55400014 | 0016 EXPENSE STANDARD EQUIPMENT INV#126991 AT178405 HYDRAULIC 90736-22 | 1.00000 | 47.79 |
| 03/08/2000 | CM55400016 | 0003 L03014 Christopher D. Brezler Vehicle Maintenance Mechanic | 2.00000 | 87.55 |
| | | ----- period 2000-10 -----> | | 323.38 |

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

08/16/2016

page 2

| Date | Track # | line Identifier | Quantity | Amount |
|-----------------------------|------------|--|----------|--------|
| 01/31/2000 | CM55400005 | 0004 PCG2950 NUTS USS TORQUE 36786 5/8" | 6.00000 | 4.60 |
| 01/14/2000 | CM55400005 | 0005 EXPENSE T & R TIRE CENTER INV#165186 SERVICE CALL P.O.90737-147 | 1.00000 | 30.00 |
| 01/14/2000 | CM55400005 | 0006 EXPENSE T & R TIRE CENTER INV#165186 12-6.5 BACKHOE REPAIR -147 | 1.00000 | 15.00 |
| 02/09/2000 | CM55400006 | 0003 EXPENSE STANDARD EQUIPMENT INV#126350 AT114691 STREET PADS 253290 | 4.00000 | 300.00 |
| 02/14/2000 | CM55400007 | 0003 PCG0982 NUTS USS 36605 1/2 | 1.00000 | .33 |
| ----- period 2000-08 -----> | | | | 356.15 |
| 02/14/2000 | CM55400009 | 0003 PCG0993 OIL CITGO CITGARD 600 15W-40 ROTELLA T 15W-40 | 1.00000 | 1.07 |
| 03/01/2000 | CM55400010 | 0003 EXPENSE T & R TIRE CENTER INV#2686 SERVICE CALL P.O.90737-180 | 1.00000 | 30.00 |
| 03/01/2000 | CM55400010 | 0004 EXPENSE T & R TIRE CENTER INV#2686 BACK HOE REPAIR P.O.90737-180 | 1.00000 | 45.00 |
| 03/01/2000 | CM55400010 | 0005 EXPENSE T & R TIRE CENTER INV#2775 BACK HOE REPAIR P.O.90737-181 | 1.00000 | 45.00 |
| 03/01/2000 | CM55400010 | 0006 EXPENSE T & R TIRE CENTER INV#2775 SERVICE CALL P.O.90737-181 | 1.00000 | 30.00 |
| 03/07/2000 | CM55400010 | 0007 EXPENSE STANDARD EQUIP. INV#126638 AT170173 HYDRAULIC 90736-19 | 1.00000 | 156.67 |
| 03/07/2000 | CM55400010 | 0008 EXPENSE STANDARD EQUIP. INV#126638 T77858 O-RING P.O.90736-19 | 4.00000 | 1.44 |
| 03/07/2000 | CM55400010 | 0010 EXPENSE STANDARD EQUIP. INV#126638 X1J043-12-10 FITTING 90736-19 | 2.00000 | 42.54 |
| 03/07/2000 | CM55400010 | 0011 EXPENSE STANDARD EQUIP. INV#126638 X381-10-RL HOSE P.O.90736-19 | 94.00000 | 76.14 |
| 03/13/2000 | CM55400011 | 0003 PCG4320 OIL CITGO ATF DEXRON IIIIE MERC ON \ DONAX TG H 72944 | 2.00000 | 5.67 |
| 03/13/2000 | CM55400011 | 0004 PCG0005 ANTI-FREEZE WINDSHIELD SOLVENT | 1.00000 | .66 |
| 01/03/2000 | CM55400011 | 0005 L03014 Christopher D. Brezler Vehicle Maintenance Mechanic | 1.00000 | 43.77 |

Central Maintenance Charges

Vehicle Number 005540

Period(s) ?*

08/16/2016

page 1

| Date | Track # | line Identifier | Quantity | Amount |
|---|------------|---|----------|--------|
| Vehicle 005540 1998 JOHN DEERE LOADER BACKHOE | | | | |
| Call 237 | | | | |
| 09/14/1999 | CM55409940 | 0010 EXPENSE T & R TIRE CENTER INV#162709 SERVICE CALL P.O.90737-58 | 1.00000 | 30.00 |
| 09/14/1999 | CM55409940 | 0020 EXPENSE T & R TIRE CENTER INV#162709 BACK HOE REPAIR 90737-58 | 1.00000 | 15.00 |
| 09/14/1999 | CM55409940 | 0030 EXPENSE T & R TIRE CENTER INV#162709 TUBE P.O.90737-58 | 1.00000 | 17.15 |
| ----- period 2000-04 -----> | | | | 62.15 |
| 11/01/1999 | CM55409944 | 0003 L02817 Donald E. Fox Park Attendant | 3.00000 | 40.57 |
| 11/01/1999 | CM55409944 | 0004 PCG6834 FILTER 7243 LUBE | 1.00000 | 5.97 |
| 11/01/1999 | CM55409944 | 0005 PCG0993 OIL CITGO CITGARD 600 15W-40 ROTELLA T 15W-40 | 8.00000 | 8.58 |
| 10/06/1999 | CM55409944 | 0006 EXPENSE T & R TIRE CNETER INV#163185 SERVICE CALL P.O.90737-75 | 1.00000 | 30.00 |
| 11/01/1999 | CM55409944 | 0007 EXPENSE T & R TIRE CENTER INV#163185 FLAT REPAIR P.O.90737-75 | 1.00000 | 38.50 |
| 10/13/1999 | CM55409944 | 0008 EXPENSE T & R TIRE CENTER INV#163357 SERVICE CALL P.O.90737-81 | 1.00000 | 30.00 |
| 11/01/1999 | CM55409944 | 0009 EXPENSE T & R TIRE CENTER INV#163357 BACKHOE REPAIR P.O.90737-81 | 1.00000 | 15.00 |
| 11/01/1999 | CM55409944 | 0010 EXPENSE T & R TIRE CENTER INV#163357 TUBE P.O.90737-81 | 1.00000 | 17.15 |
| ----- period 2000-05 -----> | | | | 185.77 |
| 01/05/2000 | CM55400001 | 0003 L02843 Mervin F Nuice Radio Technician | 1.00000 | 50.81 |
| 01/28/2000 | CM55400004 | 0003 PCG6270 BOLT PLOW USS 37780 5/8 X 2 1/2 | 7.00000 | 7.25 |
| 01/28/2000 | CM55400004 | 0004 PCG2950 NUTS USS TORQUE 36786 5/8" | 7.00000 | 5.36 |
| ----- period 2000-07 -----> | | | | 63.42 |
| 01/31/2000 | CM55400005 | 0003 PCG6270 BOLT PLOW USS 37780 5/8 X 2 1/2 | 6.00000 | 6.22 |

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: **Approval of a Water Division Motion – the Purchase of a John Deere 310SL Backhoe and Allied Hydraulic Hammer**

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move that the Mayor and City Council approve the purchase of a John Deere 310SL Backhoe and Allied Hydraulic Hammer in the amount of \$123,787.27 (one hundred twenty three thousand seven hundred eighty seven dollars and twenty seven cents) from JESCO, Inc. utilizing account # 5285001-5892-C0117.

DATE OF INTRODUCTION: 8/30/16
DATE OF PASSAGE: 8/30/16
EFFECTIVE DATE: 8/30/16

Approval For: _____
Consent Agenda: _____
New Business: X

| | | | | | |
|--|-------------|--|----------------|-------------------------|-------------------------|
| Account Number: <u>5285001-5892-C0117</u> | | Account/Project Name: <u>Water Fund Vehicle Replacement</u> | | | |
| Budget Amount: | FY17 | \$ | 387,000 | Account Balance: | \$ 387,000 |
| | | | | Year: | FY17 |
| | | | | | CIP Control No.: |
| | | | | | C0117 |
| | | | | Account Balance: | CIP Control No.: |
| | | | | Account Balance: | CIP Control No.: |
| | | | | Account Balance: | CIP Control No.: |
| Unbudgeted: | NA | | | Source Of Funds: | Water Fund |

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |

Comments

Department Manager (required on all unbudgeted items):

Purchase of a John Deere 310SL Backhoe and an Allied Hydraulic Hammer to replace Unit 237 (1998 JD Backhoe). Purchase is a piggy-back on Washington County, MD (HGACBuy Contract - documentation attached).

Note that adequate funds are available in the Water Fund to cover this purchase. This purchase was budgeted for FY16 and was delayed to allow for the purchase of 2 Water Distribution Service Trucks. Unspent fund balance to replace Water Division vehicles in FY15 and FY16 was \$16,490 and \$148,516, respectively. Staff continues to work to extend the useful life of the fleet vehicles to reduce capital expenditures where possible.

Nancy Krumm

Water Operations Manager

August 15, 2016

Date

M. Spiker

Director of Utilities

August 15, 2016

Date

Purchasing Agent

Recommend Approval.

Jessie L. Miller

Signature

8/19/2016

Date

Finance Manager:

Recommend approval

[Signature]

Signature

8/19/16

Date

City Administrator's Recommendation:

Approval

Valerie A. Means

Signature

8/17/16

Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Contract for Planning, Evaluation and Design Services for Repairs to the Edgemont Reservoir - Hazen and Sawyer Environmental Engineers and Scientists (Baltimore, MD) \$ 469,226.00

Mayor and City Council Action Required:

Requested approval of the Water Division Edgemont Engineering Services Proposal by Hazen and Sawyer in the amount of \$469,226.00.

Discussion:

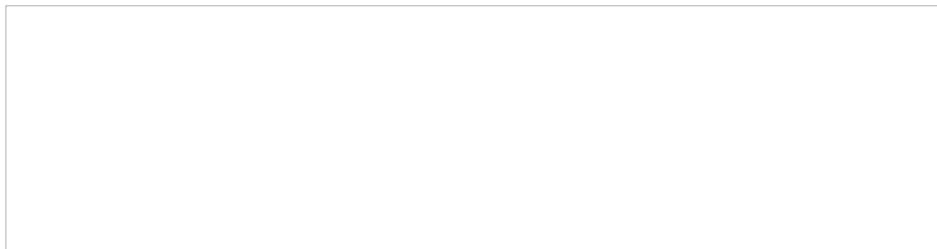
The Edgemont Reservoir (Warner Gap Hollow Dam) constructed in 1902 is the raw water supply for the W.M. Breichner Water Treatment Plant (BWTP). In 1993, major reservoir work was completed which resulted in modification of the spillway capacity, construction of a new intake tower, re-lining of the existing 30" cast-iron drawdown pipe, construction of a new concrete emergency spillway, and removal of 20,000 cubic yards of silt.

Ongoing inspections (beginning in 2006) have revealed areas of concern near the left abutment of the downstream toe to include a wet area, missing and exposed toe-drain pipe, and tree root intrusions into the earthen embankment. As a result of the 2006 findings, the City contracted with Triad Engineering in 2007 to perform a geophysical investigation to determine the source and extent of the spillway channel seepage. This study included a microgravity survey, self-potential, and electrical imaging measurements which resulted in a schematic of subsurface moisture and seepage pattern.

As a result of the 2007 Study and as required by Maryland Department of the Environment – Dam Safety Division (MDE-DS) and to control the seepage traveling beneath the dam and possibly through the lower portion of the dam, the City contracted with Triad Engineering to prepare plans and specifications to construct a subsurface interceptor drain and remove root intrusions – this work was completed in 2009/2010 in an effort to ensure stability of the structure.

In December 2013, a new seep formed at the toe of the earthen embankment near the left downstream abutment. The flow from this seep is directly related and proportional to the pool elevation in the reservoir and as such, the reservoir has been maintained a minimum of six (6) feet below the emergency spillway elevation. Based on the 2015 annual inspection performed by MDE, it was determined that the current condition of the dam is considered unacceptable due to ongoing seepage problems at the right abutment and under the spillway.

Utility staff members have continued to work with MDE-DS on the best approach to address the deficiencies in accordance with the direction provided by Mayor and Council. To this end the schedule below was developed and presented to MDE-DS for review and approval – MDE-DS has suggested that this schedule is too ambitious with regard to coordination, notification, and permitting, and as such, will likely be modified to add approximately 6 month to a year to the final completion date. In addition, the staff requested a meeting with Hazen and Sawyer and Triad Engineering to create an engineering team with the technical background and expertise to finalize the on-going evaluations and complete the planning, permitting and design phase for repairs to the Edgemont Reservoir. The Hazen/Triad engineering team has continued and expanded the dialog with MDE-DS and are in the process of setting up a meeting with all regulatory agencies having jurisdiction (Source Water Protection, Source Water Appropriation, Erosion and Sediment, DNR/Fisheries, Endangered and Protected Species, etc.).



The attached proposal from the Hazen/Triad Engineering team meets all requirements identified by MDE-DS as well as other agencies having jurisdiction. Please note that this proposal also includes the required Capacity Management Plan to begin the process of renewing the appropriation for the Edgemont Reservoir

begin the process of renewing the appropriation for the Edgemont Reservoir.

Staff is available to discuss the ongoing progress with both the current operations and long term improvements with Mayor and Council.

Financial Impact:

Planning, Evaluation and Design Services for Repairs to the Edgemont Reservoir by Hazen & Sawyer in the amount of \$469,226.00 (four hundred sixty nine thousand two hundred twenty six dollars) utilizing account # 52-85001-5814-C0168 which currently has \$507,000.00 available in FY17

Recommendation:

Staff recommended approval

Motion:

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: August 30, 2016

TOPIC: Approval of a Water Division Motion – Planning, Evaluation and Design Services for Repairs to the Edgemont Reservoir

| | |
|-------------------|---|
| Charter Amendment | ? |
| Code Amendment | ? |
| Ordinance | ? |
| Resolution | ? |
| Other | ! |

MOTION: I hereby move that the Mayor and City Council approve the Planning, Evaluation and Design Services for Repairs to the Edgemont Reservoir by Hazen & Sawyer in the amount of \$469,226.00 (four hundred sixty nine thousand two hundred twenty six dollars) utilizing account # 52-85001-5814-C0168.

DATE OF INTRODUCTION: 8/30/16

DATE OF PASSAGE: 8/30/16

EFFECTIVE DATE: 8/30/16

Action Dates:

Regular Session 08/30/16

ATTACHMENTS:

File Name

Description

Water
Division
Motion for

| | |
|---|--|
| Water_Division_Motion_for_Edgemont_Engineering_Services_083016.docx | Edgemont Engineering Services 083016 |
| Water_Division_Edgemont_Engineering_Services_083016.docx | Water Division Edgemont Engineering Services 083016 |
| Water_Division_Consent_Form_Hazen_and_Sawyer_Edgemont_Reservoir_Engineering_Services_083016.pdf | Water Division Consent Form Hazen and Sawyer Edgemont Reservoir Engineering Services 083016 |
| Water_Division_Edgemont_Reservoir_Dam_-_Evaluation_Phase_Scope_20160805_083016.pdf | Water Division Edgemont Reservoir Dam - Evaluation Phase Scope 20160805 083016 |
| Motion_-_Edgemont_Repair.pdf | Motion |

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: **Approval of a Water Division Motion – Planning, Evaluation and Design Services for Repairs to the Edgemont Reservoir**

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move that the Mayor and City Council approve the Planning, Evaluation and Design Services for Repairs to the Edgemont Reservoir by Hazen & Sawyer in the amount of \$469,226.00 (four hundred sixty nine thousand two hundred twenty six dollars) utilizing account # 52-85001-5814-C0168.

DATE OF INTRODUCTION: 8/30/16

DATE OF PASSAGE: 8/30/16

EFFECTIVE DATE: 8/30/16



425 East Baltimore Street
Hagerstown, MD 21740-6105

DEPARTMENT OF UTILITIES

51 West Memorial Blvd
Hagerstown, MD 21740-6848

August 23, 2016

To: Valerie Means, City Administrator
From: Michael Spiker, Director of Utilities
Nancy Hausrath, Water Operations Manager
RE: Edgemont Reservoir Improvements
Hazen and Sawyer Engineering Services Proposal

The Edgemont Reservoir (Warner Gap Hollow Dam) constructed in 1902 is the raw water supply for the W.M. Breichner Water Treatment Plant (BWTP). In 1993, major reservoir work was completed which resulted in modification of the spillway capacity, construction of a new intake tower, re-lining of the existing 30" cast-iron drawdown pipe, construction of a new concrete emergency spillway, and removal of 20,000 cubic yards of silt.

Ongoing inspections (beginning in 2006) have revealed areas of concern near the left abutment of the downstream toe to include a wet area, missing and exposed toe-drain pipe, and tree root intrusions into the earthen embankment. As a result of the 2006 findings, the City contracted with Triad Engineering in 2007 to perform a geophysical investigation to determine the source and extent of the spillway channel seepage. This study included a microgravity survey, self-potential, and electrical imaging measurements which resulted in a schematic of subsurface moisture and seepage pattern.

As a result of the 2007 Study and as required by Maryland Department of the Environment – Dam Safety Division (MDE-DS) and to control the seepage traveling beneath the dam and possibly through the lower portion of the dam, the City contracted with Triad Engineering to prepare plans and specifications to construct a subsurface interceptor drain and remove root intrusions – this work was completed in 2009/2010 in an effort to ensure stability of the structure.

In December 2013, a new seep formed at the toe of the earthen embankment near the left downstream abutment. The flow from this seep is directly related and proportional to the pool elevation in the reservoir and as such, the reservoir has been maintained a minimum of six (6) feet below the emergency spillway elevation. Based on the 2015 annual inspection performed by MDE, it was determined that the current condition of the dam is considered unacceptable due to ongoing seepage problems at the right abutment and under the spillway.

Utility staff members have continued to work with MDE-DS on the best approach to address the deficiencies in accordance with the direction provided by Mayor and Council. To this end the schedule below was developed and presented to MDE-DS for review and approval – MDE-DS has suggested that this schedule is too ambitious with regard to coordination, notification, and permitting, and as such, will likely be modified to add approximately 6 month to a year to the final completion date. In addition, the staff requested a meeting with Hazen and Sawyer and Triad Engineering to create an engineering team with the technical background and expertise to finalize the on-going evaluations and complete the planning, permitting and design phase for repairs to the Edgemont Reservoir. The Hazen/Triad engineering team has continued and expanded the dialog with MDE-DS and are in the process of setting up a meeting with all regulatory agencies having jurisdiction (Source Water Protection, Source Water Appropriation, Erosion and Sediment, DNR/Fisheries, Endangered and Protected Species, etc.).

| Milestone: | | Start Date | End Date | Duration | Cumulative Duration |
|------------|--|------------|-----------|----------|---------------------|
| 1. | Supplemental Investigation/Design Evaluation | 6/1/2016 | 1/31/2017 | 8 | 8 |
| 2. | Dam Recommendation Review by City and MDE | 2/1/2017 | 3/31/2017 | 2 | 10 |
| 3. | Design Contracting | 4/1/2017 | 5/31/2017 | 2 | 12 |
| 4. | Dam Repair/Rehabilitation Design (or Alternative Design) | 6/1/2017 | 1/31/2018 | 8 | 20 |
| 5. | Construction Bidding | 2/1/2018 | 5/31/2018 | 4 | 24 |
| 6. | Construction | 6/1/2018 | 6/1/2019 | 12 | 36 |
| 7. | Post Construction Monitoring | 6/1/2019 | 6/1/2020 | 12 | 48 |

The attached proposal from the Hazen/Triad Engineering team meets all requirements identified by MDE-DS as well as other agencies having jurisdiction. Please note that this proposal also include the required Capacity Management Plan to begin the process of renewing the appropriation for the Edgemont Reservoir.

Staff is available to discuss the ongoing progress with both the current operations and long term improvements with Mayor and Council.

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 8/30/2016

Approval For: _____
Consent Agenda: _____
New Business: X

Originating Department: Water Department **By:** Nancy Hausrath

Account Number: 52-85001-5814-C0168

Account/Project Name: Edgemont Reservoir Improvements

Budget Amount: FY17 \$ 507,000

Account Balance: \$ 507,000 **Year** FY17 **CIP Control No.:** C0168

Source Of Funds: Water Fund - CIP (Current & Future Bond Issue)

Unbudgeted: NA

| Quantity | Description | Value |
|----------|---|------------|
| 1 | Planning, Evaluation and Design Services for Repairs to the Edgemont Res. | \$ 469,226 |
| | | |
| | | |
| | | |

Above To Be Used For:

To provide Engineering Support Service to the City for Evaluation, Planning, and Design for the Maryland Department of the Environment - Dam Safety Division required repairs associated with the seepage at the earthen dam toe and movement observed at the ogee.

Recommended Vendor:

Business Name: Hazen and Sawyer Environmental Engineers and Scientists

Address: One South Street, Suite 1150

City, State: Baltimore, Maryland 21202

Bid/Proposal/Quote No.: PUR-1152 - Willson Phase IV

Other Vendors:

| <u>Firm</u> | <u>City, State</u> | <u>Amount</u> |
|-------------|--------------------|---------------|
|-------------|--------------------|---------------|

Hazen was the successful bidder for the Phase IV project at Willson and meets all qualifications required by MDE for this project.

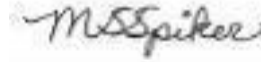
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Comments

Department Manager (required on all unbudgeted items):

Project funded in the FY17 and projected FY18 through FY21 Budgets

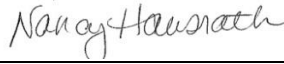
Hazen has done extensive work for the Water Division and their institutional knowledge of the water system coupled with their extensive experience with MDE on capital improvements with Hagerstown and numerous other jurisdictions, has proven to be a great asset to the Water Division. Hazen is currently the Engineer on major improvements to the Savage River Dam.



Director of Utilities

August 16, 2016

Date



Water Operations Manager

August 16, 2016

Date

Finance Department

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

August 5 2016

Ms. Nancy Hausrath
Water Operations Manager
City of Hagerstown Utilities Department: Water Division
51 West Memorial Blvd
Hagerstown, MD 21740

**Re: Edgemont Reservoir
Warner Gap Hollow Dam**

Dear Ms. Hausrath:

The Hazen-Triad Team is pleased to submit our updated (Revision #2) Scope of Services and Fees associated with the evaluation of the Edgemont Reservoir Dam (also known as Warner Gap Hollow Dam) near Smithsburg, Maryland. The Evaluation Phase Services are being provided to address issues raised by the Maryland Department of Environment (MDE) Dam Safety Program and their request to develop a Consent Agreement for the repair of the reservoir dam. The Scope of Services also addresses concerns by the Maryland Department of Natural Resources (DNR) with regard to downstream water quality.

Background

The Edgemont Reservoir was originally constructed in the early 1900's as part of the water supply system for Washington County. The last significant rehabilitation to the dam was in the mid 1990's, which included a major spillway and intake upgrade along with grouting in the right abutment.

Since 2006, the City of Hagerstown (City) has been working with Triad Engineering, Inc. (Triad) to evaluate and monitor the dam embankment and spillway. This work includes evaluating seepage through the embankment and abutments along with an evaluation of the structural spillway. As a result of the Triad embankment evaluation, a toe drain was installed just beyond the left downstream toe of the embankment in 2009 with additional laterals added in 2013. In late 2013, a seep developed in the embankment adjacent to the right abutment near the location of a large tree that had been recently removed. In an effort to determine the source of the seepage, Triad conducted two-dimensional electrical resistivity testing and performed three borings with monitoring wells installed in each of them. Monitoring of the wells and seepage indicate that seepage is greatly reduced when the reservoir is lowered approximately 6.5-feet below the spillway's ogee crest.

Triad's investigation of the structural spillway included two wall joints which are showing signs of movement along with several floor slab locations that are showing signs of distress. To date, Triad has used Ground Penetrating Radar (GPR) and performed several slab cores and hand penetrometer readings at the spillway core locations to investigate current support conditions at the distressed spillway slab and wall

areas and assist in determining the cause of the joint movement. The cores revealed voids under the slab and wall where a portion of the gravel underdrain has been displaced.

In February 2016, the MDE Dam Safety Program notified the City that they were interested in developing a mutually negotiated Consent Agreement for the repair of the Warner Gap Hollow Dam and subsequently requested that the City provide a project schedule with milestones for the next round of investigation, engineering, and construction to resolve the ongoing embankment seepage and spillway structural issues. A project schedule has been submitted by the City and they are awaiting comment from MDE. As recommended by MDE, the City is maintaining the reservoir in an essentially dry condition, which reduces seepage and minimizes the potential for spillway activation.

Scope of Services

Hazen will team with Triad to evaluate the causes of the embankment seepage and spillway structural issues. We will also develop an understanding of the reservoir inflows and hydraulics along with the stream conditions directly below the dam so that a plan can be prepared in order to safely operate the reservoir in an essentially dry condition. This investigative phase will culminate with feasible alternatives and recommendations for repair of the dam. Subsequent phases will include development of construction documents and permitting of the City's selected alternative. All work will be built upon the existing data collected to date. Concurrently, while the dam evaluation is ongoing, the team will help the City in preparing a Water Supply Capacity Management Plan to be submitted to MDE. This document is necessary as the City nears 80% of their Water Appropriation Permit(s). The following is a detailed scope of services:

Evaluation Phase - Scope of Services

1. Dry Operations Plan

The Hazen-Triad Team will develop a plan for operating the reservoir in an essentially dry condition for the next 24 –months while the Spillway Structural Evaluation and Embankment Seepage Evaluation are being completed and the Dam Repair/Rehabilitation plans are being developed and permitted. A limited Hydrologic and Hydraulic (H&H) evaluation of the Edgemont Reservoir Dam will be performed to determine reservoir performance and downstream impacts during storm events and reservoir drawdown. The tasks are outlined below:

1.1 GIS Data

Our team will acquire all pertinent mapping data such as Streets, Zoning, Land Use, Soils, and LiDAR GIS layers from the City, Washington County, and/or the State of Maryland. We will coordinate the newly acquired data with the mapping and survey information used by Triad for the previous studies to develop an overall base map of the drainage area and reaches of Little Antietam Creek downstream to Greensburg Road.

1.2 Field Review

Engineering staff will perform a site walk to inspect the dam site and downstream valley along Raven Rock Creek and Little Antietam Creek and their respective stream crossings. Pictures of the valley and stream bed will provide evidence for roughness coefficients used in the H&H assessments and to provide clarity for H&H modeling.

1.3 Field Surveying

The field surveying and mapping previously developed by Triad has been reviewed and it is anticipated that minimal field surveying will be required for this task. We have included a field survey of the reservoir from the elevation of the top of dam down to the sediment layer so that an accurate volume analysis can be determined for both reservoir storage and potential sediment removal. The survey will include large trees, rock outcroppings, and other prominent physical features.

The survey information will be based on the benchmarks/datum established for the previous field work then processed in AutoCAD and incorporated into the overall base map.

1.4 Reservoir Evaluation

The Hazen-Triad Team will develop a hydrologic model that includes the drainage basin to the reservoir and the area downstream to the bridge over Little Antietam Creek at Greensburg Road. This effort will also include a hydraulic evaluation of the reservoir storage, low level outlet, and spillway capacity. This task will enable us to assess the reservoir's ability to detain storm flows while maintaining the reservoir drawdown state without activating the existing spillway. The evaluation will consist of a series of subtasks:

- 1.4.1 Drainage Basin Model
- 1.4.2 Reservoir Hydraulic Model
- 1.4.3 Storm Event Evaluation

1.5 Reservoir Operations

The Hazen-Triad Team will work with the City, MDNR, MDE Dam Safety, Washington County, and the City's selected contractor to develop operational procedures and implement measures to safely maintain the reservoir in an essentially dry condition while the spillway and seepage evaluations are being developed and the rehabilitation construction documents are being prepared and permitted. The scope of services will include providing recommendations for regulating the flows through the reservoir while minimizing the passage of sediments, developing plans and details for erosion & sediment control measures, and sizing pipes, channels, etc. based on the flows and storage elevations determined in the Reservoir Evaluation Task.

A Dry Operations Plan will be drafted during this task and reviewed with the City. The plan will then be finalized and updated as needed based field conditions and the results of other tasks.

Permitting, as necessary to implement measures needed to safely maintain the reservoir in an essentially dry condition (i.e. hydroseeding, stream channel stabilization, dredging, diversion piping, check dams), is also included in this Subtask. The below listed permits are anticipated. Coordination with MDE will take place to assess the permits necessary and determine whether “emergency” permits may be secured given the critical nature of the work.

1. MDE Joint Federal/State Application for the alteration of any floodplain, waterway, tidal or non-tidal wetland in Maryland.
 - a. Reviews, as deemed necessary, by Maryland DNR, MDE Non-Tidal Wetlands, MDE Waterway Construction and MDE Dam Safety
2. MDE Stormwater General Permit for Construction Activity.
3. MDE Stormwater Management and Erosion and Sediment Control.
4. MDE Waterway Construction Permit.
5. MDNR Forest Conservation Permit (if trees are removed for access needs).
6. Washington County Grading Permit.

1.6 Report of Findings

An overall Report of Findings will be developed at approximately 60%, 90%, and 100% completion for this overall phase.

Meetings will be held with the City of Hagerstown following the 60% and 90% submittals of the Report of Findings to review the results and provide additional input. The Report of Findings will then be finalized and prepared for submittal to MDE as required.

2. Spillway Structural Evaluation

The Hazen-Triad team will investigate the voids beneath the spillway slab and movement of the abutment walls, evaluate the data from the field investigations, and provide spillway slab and abutment wall repair/reconstruction recommendations. The services associated with this task are outlined below:

2.1 Historical Record Review

The Hazen-Triad Team will review existing drawings, prior reports, and MDE records to assist in evaluating the cause of deterioration.

2.2 Visual Inspection & Mapping

The Hazen-Triad Team will perform an in-depth visual inspection of the spillway slab, abutment walls, and surrounding conditions, mapping all observed deterioration.

2.3 Subsurface Borings/Rock Corings and Piezometer Installation

In order to assess the subsurface conditions at the spillway eleven (11) test borings are planned. Continuous SPT sampling will be performed in all test borings and NQ size rock coring will be performed. Laboratory testing will be performed on select soil samples upon completion of the subsurface exploration. Upon completion of drilling, piezometers will be installed in eight (8) of these borings to monitor groundwater fluctuation and assist with dye testing (if directed by the City and approved by MDE – See Task 6.0) to monitor seepage paths.

2.4 Coring with Hand Penetrometer Readings

Concrete coring and hand augers will be performed at two (2) locations adjacent to the slab distress in the steeply sloped portions of the spillway. The team will perform cores with hand penetrometer readings to investigate supporting soil conditions and presence of voids.

2.5 Spillway Slab Investigation

The Hazen-Triad Team will coordinate with a subcontractor (an allowance has been included for this work, which has been estimated for fee estimate purposes) to cut out and replace a small section of the deteriorated spillway slab (approximately 36" square) where wall movement has occurred to allow direct, close observation of the subgrade soils immediately at the area of distress and in the local surrounding area.

2.6 Video Inspection

Our team will assist the City of Hagerstown or subcontractor with video inspections to obtain further information associated with the existing 30-inch Raw Water Pipe under the spillway and the previously observed voids. We anticipate pumping the water out of the recently exposed downstream end of the Raw Water Pipe. The inspection will begin at the downstream end and proceed upstream as far as possible. In addition, video inspection will be performed at the spillway slab cut-out location as well as at each of the corings within the steeper spillway slab section. These will be video inspected to determine the extents of the voids observed between the spillway slab and underlying gravel.

2.7 Data Analysis

The Hazen-Triad Team will evaluate the field data and, if available, dye test results (see Task 6.0) to assess the extents of the voids and likely seepage path responsible for internal erosion under the spillway slab and left spillway abutment wall. The team will also evaluate repair options for deteriorated areas in the spillway slab and abutment wall along with seepage cutoff options to prevent additional internal erosion damage beneath the spillway slab and abutment walls.

2.8 Report of Findings

Following completion of the data analysis and evaluation, a draft report will be prepared that summarizes the results of the Spillway Structural Evaluation phase and outlines options, including estimated costs, for restoration of spillway slab and abutment wall support and seepage cutoff.

A meeting will be held with the City of Hagerstown following the initial submittal of the Report of Findings to review the results and provide additional input. The Report of Findings will then be finalized and prepared for submittal to MDE.

3. Embankment Seepage Evaluation

3.1 Field Surveying

The Hazen-Triad Team will supplement the previously developed topographic survey of the dam to include hillside and floodplain areas between the right abutment and the spillway so that we can fully understand the elevations and flow paths of the potential seepage areas. The survey will include large trees, rock outcroppings, and other prominent physical features.

3.2 Slope Monuments

To obtain quantitative information, four (4) rebar survey monuments will be set near the right abutment of the dam embankment. This Scope of Work was included in a prior Triad work authorization through the City. No fees are included in this Scope of Work to install the Slope Monuments.

The location of the survey monuments will be determined in the field at critical locations and to minimize the risk of disturbance. After the monuments are set, baseline measurements will be taken and the monuments will be checked for horizontal and vertical movement on a quarterly basis as the seasons noticeably change.

3.3 Subsurface Borings/Rock Coring/Piezometer Installation

In order to assess the subsurface conditions within the embankment and potential seepage paths ten (10) test borings are planned. Upon completion of drilling these borings, piezometers will be installed in the boreholes to monitor groundwater fluctuation. Continuous SPT sampling will be performed in all test borings and NQ size rock coring will be performed. Laboratory testing will be performed on select soil samples upon completion of the subsurface exploration.

3.4 Data Analysis

The Hazen-Triad Team will evaluate the field data and, if available, dye testing (See Task 6.0) results to assess the likely seepage paths. The team will also evaluate options for embankment and abutment grouting and installation of seepage control measures within the embankment.

3.5 Report of Findings

Following completion of the data analysis and evaluation, a draft report will be prepared that summarizes the results of the Embankment Seepage Evaluation phase and outlines options, including estimated costs, for seepage control measures and grouting program.

A meeting will be held with the City of Hagerstown following the initial submittal of the Report of Findings to review the results and provide additional input. The Report of Findings will then be finalized and prepared for submittal to MDE.

4. Water Treatment and Source Water Supply/Appropriations Analysis

4.1 W.M. Breichner Water Treatment Plant Decommissioning Plan

Hazen will develop a Water Treatment Plant (WTP) Decommissioning Plan for the City to implement when taking the W.M. Breichner WTP offline for an extended period of time, anticipated to be two (2) to three (3) years. It is not recommended that the City start the plant back up following the extended outage until improvements have been made (See Task 4.2 below). The Decommissioning Plan shall, at a minimum, address the following:

1. Comprehensive list of existing mechanical equipment/tanks/analytical equipment.
2. Removal of water from basins/storage facilities. Hazen will investigate ground water elevations in the area and the associated structural design drawings to assess potential for uplift.
3. Air drying of tanks.
4. Draining of pumps and piping.
5. Removal and disposal of chemicals.
6. Flushing of chemical lines.
7. Disconnection of injection points.
8. Valve openings and closures to isolate water.
9. Decommissioning of analyzers.
10. Electrical power disposition.
11. Chlorination procedures when the WTP is brought back online (following improvements - See Task 4.2 below).
12. Continued monitoring of critical distribution system signals (i.e. pH, chlorine, pump status, tank level), which must remain in use while the WTP is offline.

This Task includes a Draft Plan submission, as well as a Final Plan submission. It is assumed that one round of consolidated comments will be provided to Hazen for incorporation into the Final Plan. Task shall include two (2) site visits to inspect the facilities – one prior to the WTP being decommissioned and one following the decommissioning to inspect the facilities. It is noted that the City anticipates that select minimum improvements at the Breichner WTP will be necessary, prior to bringing the WTP back online (i.e. chloramination disinfection conversion, SCADA improvements, clarifier improvements, filter improvements, and raw water chemical adjustment vault improvements). These improvements will be completed under a future project, subject to the results of the source water desktop analysis, included herein.

4.2 Desktop Source Water Supply and Breichner Water Treatment Plant Improvements Analysis

Hazen will conduct a desktop analysis of improvements (i.e. ammonia feed system, clarifier improvements, filter improvements, SCADA system replacement, and raw water chemical adjustment vault improvements) necessary to improve operations at the Breichner Water Treatment Plant. It is assumed that these improvements will be needed prior to bringing the WTP back online (i.e. chloramination implementation). The results of this analysis will be documented in a brief Technical Memorandum, which will include the following:

- Evaluation and assessment methodology
- Summary of key data and findings leading to recommendation of necessary improvements
- Recommended improvements to improve operations, based on field observations and review of available water quality data
- Improvements necessary prior to bringing the WTP back online
- Estimated Breichner WTP improvement costs.
- Projected timeline for completion of study, design, and construction of recommended improvements.

Concurrently, Hazen will perform a desktop analysis on the long term viability of the Edgemont Reservoir continuing to supply a consistent flow of raw water for treatment at the Breichner WTP. This effort will involve coordination with MDE to discuss historical analyses of safe yield and the current permitted facility flows and corresponding reservoir yields. Hazen will discuss with MDE the viability of the following alternatives, which could supplement the City's need for the Edgemont Reservoir and the Breichner WTP. A brief Technical Memorandum will be prepared that outlines the results of the desktop analysis completed and summarizes items for continued City discussion (grant funding from MDE, soil analysis within the watershed for contaminants, etc.). This work will be coordinated with the work completed under Task 4.3 (see below). Depending upon the results of this desktop analysis, more detailed analysis of supplemental water supplies may be necessary.

- Reliability improvements within the distribution system (finished water pipelines from the City's RC Willson WTP, Pump Station improvements/construction).
- Improvements at the City's RC Willson WTP (clearwell expansion, treatment expansion)

- The following are not anticipated to be deemed viable, but will be briefly investigated. Should the brief investigation yield promising results, the City will consider evaluating in more detail under a separate Task.
 - Offline quarry raw water storage – for treatment at the City’s RC Willson WTP.
 - Increased yield from the Edgemont Reservoir.
 - Groundwater wells.

4.3 Water Appropriations and Water Supply Capacity Management Plan

Hazen will prepare for the City’s review a Water Supply Capacity Management Plan, which will assist the City in renewing their Water Appropriation and Use Permits. The City’s Water Appropriation and Use Permits for both the RC Willson WTP and Breichner WTP expire in June of 2018. The Water Supply Capacity Management will be completed in accordance with MDE’s 2006 Water Supply Capacity Management Plan Guidance Document. The following elements will be included in the Plan:

- Determination of Existing Water Demand.
- Estimation of Potential Water Demand of Approved but Undeveloped Subdivisions and Building Permits.
- Determination of the Capacity of the Water Supply System.
- Estimation of the Excess Water Supply Capacity Available for Allocation.
- Suggested Control for the Allocation of New Connections to the Water Supply System

This Task includes a Draft Plan submission, as well as a Final Plan submission. It is assumed that one round of consolidated comments will be provided to Hazen for incorporation into the Final Plan.

5. MDE Coordination

The Hazen-Triad Team will provide regulatory support as needed during the Evaluation Phase Services.

6. Dye Testing (Optional Task)

As an optional task, the Hazen-Triad Team will formulate a plan for performing dye tests within the embankment and right abutment. The formal dye testing program will be utilized to gain a better understanding of the seepage paths through the embankment and right abutment. In order to perform the dye testing, the reservoir will need to be near full pool, which will require coordination with MDE Dam Safety and the City. The testing will be scheduled after piezometers have been installed and be performed in the wetter season of the year. It is anticipated that flows through the sluice gate would be reduced so that the reservoir could be filled in a controlled manner. Once the reservoir approaches the target level, the dye testing program would be initiated. Dyes will be introduced into reservoir near the spillway and adjacent to the embankment. In addition, dye will be introduced through several of the piezometers. The toe drain outlets and seepage areas will be closely monitored to detect dye in order to better understand the seepage



Hazen and Sawyer
One South Street, Suite 1150
Baltimore, MD 21202 * 410-539-7681

paths. Once the dye testing program is completed, flows through the sluice gate would be increased so that the reservoir could be drawdown in a controlled manner.

Results of the dye testing program will be used to develop the anticipated grouting program for the embankment and structural repairs associated with the spillway. Work on this task will only be initiated if requested by the City.

Evaluation Phase - Fees

The detailed breakdown of fees associated with the provided Scope of Services is shown in Attachment A. The total estimated Evaluation Phase fee is \$469,226.00.

The Hazen-Triad Team appreciates the opportunity to present our updated Scope of Services and Fees associated with the Evaluation Phase Services. Please do not hesitate to contact me if you have any questions or required additional information.

Very truly yours,

A handwritten signature in blue ink, appearing to read "J. Hise", with a stylized flourish at the end.

Jeremy T. Hise, PE
Senior Associate/Project Manager

Attachment

cc: A. Gregson, Hazen
J. Powers, Hazen

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: Approval of a Water Division Motion – Planning, Evaluation and Design Services for Repairs to the Edgemont Reservoir

| | |
|-------------------|-------------------------------------|
| Charter Amendment | <input type="checkbox"/> |
| Code Amendment | <input type="checkbox"/> |
| Ordinance | <input type="checkbox"/> |
| Resolution | <input type="checkbox"/> |
| Other | <input checked="" type="checkbox"/> |

MOTION: I hereby move that the Mayor and City Council approve the Planning, Evaluation and Design Services for Repairs to the Edgemont Reservoir by Hazen & Sawyer in the amount of \$469,226.00 (four hundred sixty nine thousand two hundred twenty six dollars) utilizing account # 52-85001-5814-C0168.

DATE OF INTRODUCTION: 8/30/16

DATE OF PASSAGE: 8/30/16

EFFECTIVE DATE: 8/30/16

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 8/30/2016

Approval For: _____
Consent Agenda: _____
New Business: X

Originating Department: Water Department By: Nancy Hausrath

Account Number: 52-85001-5814-C0168 Account/Project Name: Edgemont Reservoir Improvements
Budget Amount: FY17 \$ 507,000 Account Balance: \$ 507,000 Year FY17 CIP Control No.: C0168

Source Of Funds: Water Fund - CIP (Current & Future Bond Issue)

Unbudgeted: NA

| Quantity | Description | Value |
|----------|--|-------------------|
| <u>1</u> | <u>Planning, Evaluation and Design Services for Repairs to the Edgemont Res.</u> | <u>\$ 469,226</u> |
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Above To Be Used For:

To provide Engineering Support Service to the City for Evaluation, Planning, and Design for the Maryland Department of the Environment - Dam Safety Division required repairs associated with the seepage at the earthen dam toe and movement observed at the ogee.

Recommended Vendor:

Business Name: Hazen and Sawyer Environmental Engineers and Scientists

Address: One South Street, Suite 1150

City, State: Baltimore, Maryland 21202

Bid/Proposal/Quote No.: PUR-1152 - Willson Phase IV

Other Vendors:

| <u>Firm</u> | <u>City, State</u> | <u>Amount</u> |
|-------------|--------------------|---------------|
|-------------|--------------------|---------------|

Hazen was the successful bidder for the Phase IV project at Willson and meets all qualifications required by MDE for this project.

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Comments

Department Manager (required on all unbudgeted items):

Project funded in the FY17 and projected FY18 through FY21 Budgets

Hazen has done extensive work for the Water Division and their institutional knowledge of the water system coupled with their extensive experience with MDE on capital improvements with Hagerstown and numerous other jurisdictions, has proven to be a great asset to the Water Division. Hazen is currently the Engineer on major improvements to the Savage River Dam.

M. S. Spiker

August 16, 2016

Director of Utilities

Date

Nancy Hausman

August 16, 2016

Water Operations Manager

Date

Finance Department

Recommend Approval.

Joan Miller

Signature

8/19/2016

Date

Finance Manager:

Recommend approval

[Signature]

Signature

8/19/16

Date

City Administrator's Recommendation:

Approval

Valerie A. Means

Signature

8/17/16

Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of an Agreement between HPD and DEA for Funding Task Force Officers

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

201608041045.pdf

Motion_-_DEA.pdf

Description

AGREEMENT WITH DEA

Motion



U. S. Department of Justice
Drug Enforcement Administration
Baltimore District Office
200 St. Paul Place
Suite 2222
Baltimore, Maryland 21202

AUG 1 2016

Chief Victor Brito
Hagerstown City Police Department
50 N. Burhans Boulevard
Hagerstown, Maryland 21740

Dear Chief Brito:

Enclosed for your signature is the State and Local Task Force Agreement between the Drug Enforcement Administration and your department that covers the time period of **October 1, 2016, through September 30, 2017.**

In addition to the agreement, enclosed is a Department of Justice, Office of Justice Programs, Office of The Comptroller OJP Form 4061/6 (CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS) **to be signed by you and attached to the agreement when you return it to this office at the above address.**

To meet the deadline that agreement be signed by DEA and your department by September 30, 2016, I would appreciate it if you would sign the enclosures and return to me by **August 19, 2016.** This will allow sufficient time for Special Agent in Charge Karl C. Colder to sign the agreements before September 19, 2016.

You or your staff may contact me at 410-244-3430 if you have any questions concerning this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Don A. Hibbert", is written over the typed name.

Don A. Hibbert
Assistant Special Agent in Charge
Baltimore District Office

Enclosures

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

HAGERSTOWN CITY POLICE

This agreement is made this **1st day of October 2016**, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hagerstown City Police (hereinafter "**HCP**"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Maryland, the parties hereto agree to the following:

1. The Hagerstown Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Hagerstown Metropolitan area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Maryland.
2. To accomplish the objectives of the Hagerstown Task Force, the **HCP** agrees to detail **one (1) Sergeant and two (2)** experienced officers to the Hagerstown Task Force for a period of not less than two years. During this period of assignment, the **HCP** officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The **HCP** officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The **HCP** officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Hagerstown Task Force, DEA will assign a Resident Agent in Charge and **four (4)** Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and **HCP** officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Hagerstown Task Force, the **HCP** will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the **HCP** for overtime payments made by it to **HCP** officers assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (**currently \$17,753.00**), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the **HCP** charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The **HCP** shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The **HCP** shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The **HCP** shall maintain all such reports and records until all litigation, claims, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The **HCP** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The **HCP** agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The **HCP** acknowledges that this agreement will not take effect and no Federal funds will be awarded to the **HCP** by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the **HCP** shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until **September 30, 2017**. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by **HCP** during the term of this agreement.

For the DRUG ENFORCMENT ADMINISTRATION:

Name: Karl C. Colder
Special Agent in Charge
Washington Division Office

Date: _____

For the **HAGERSTOWN CITY POLICE DEPARTMENT**

Name: Victor Brito
Chief of Police
Hagerstown City Police Dept.

Date: _____

MODIFICATION OF
STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
THE DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON FIELD DIVISION
AND
HAGERSTOWN CITY POLICE
PROGRAM-FUNDED - STATE AND LOCAL TASK FORCE AGREEMENT

As agreed to by the parties, this document modifies the Agreement dated September 30, 2015, between the United States Department of Justice, Drug Enforcement Administration (DEA) and the Hagerstown City Police. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

MODIFICATION:

In Paragraph 13, the first sentence is modified by deleting the text **“September 29, 2016”** and replacing it with **“September 30, 2016.”**

For the Drug Enforcement Administration:

Karl C. Colder
Special Agent in Charge
Washington Field Division

Date: _____

For the Hagerstown City Police:

Victor Brito
Chief of Police
Hagerstown City Police

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - L.L.L., "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

COPY

| | | | |
|---|--|--|---------------------------------|
| U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION REQUISITION FOR EQUIPMENT, SUPPLIES, OR SERVICES <i>(Instruction on Reverse)</i> | | 1. REQUISITION NO. | 2. PURCHASE ORDER / CONTROL NO. |
| | | 3. PAGE 1 OF 1 PAGE | 4. DATE PREPARED 07-15-2016 |
| | | 5. FOR INFORMATION CALL (Name, telephone code, and extension) Chung-Kai (Tony) Yang, 410-244-3506 | |
| | | 7. FROM (Requisitioning point - name and location) WDO / Baltimore District Office (BDO) 200 St. Paul Place, Suite 2222 Baltimore, Maryland 21202 | |
| 6. TO (Name and location) Administrative Support Unit/ WD Attn: Rula Barkett, Administrator Officer | | 9. REQUIRED DELIVERY DATE 10-01-2016 | |
| 8. RECOMMENDED SOURCE: City of Hagerstown 50 North Burhans Boulevard Hagerstown, Maryland 21740 | | 10. FEDERAL SUPPLY CONTRACT NO. (If known) N/A | |
| 11. ALLOWANCE AND ACTIVITY ACCOUNTS CHARGEABLE, AND OBJECT CLASS(ES) | | 12. SIGNATURE OF APPROVING OFFICER Don A. Hibbert | |
| | | 13. TITLE OF APPROVING OFFICER Assistant Special Agent in Charge | |

| FORM OR STOCK NO. (14) | DESCRIPTION OF ARTICLES OR SERVICES (15) | QUANTITY (16) | UNIT (17) | UNIT PRICE (18) | AMOUNT (19) |
|---------------------------|--|------------------|--------------|--------------------|----------------|
| 12 Months | Overtime Reimbursement for 3 Task Force Officer Per Formal Agreement. For the period of 10-1-2016 to 9-30-2017. A maximum amount of \$17,753.00 can be reimbursed to said department which is calculated at 25% of special agent pay, Grade 12/Step 1. | 3 | | 17,753.00 | 53,259.00 |
| Cage Code: 41TH5 | | | | | 0.00 |
| DUNS# 111480000 | | | | | 0.00 |
| 52-6000794 | | | | | 0.00 |
| | Hagerstown Police Department Task Force Officers: | | | | 0.00 |
| | TFO: James M. Robison SSN: 296-80-8283 | | | | 0.00 |
| | TFO: Carl B. Hook SSN: 218-80-9403 | | | | 0.00 |
| | TFO: Tammy S. Jurado SSN: 172-64-3212 | | | | 0.00 |
| Justification: | Refer to the S/L Task Force Agreement on file. This DEA 19 will serve as the obligation document of record. A signed copy of the S/L agreement attached. | | | | 0.00 |
| | | | | | 0.00 |

| | | |
|--|---|--------------------|
| 20. DELIVER TO (Give complete address, including ZIP Code) Drug Enforcement Administration Baltimore District Office (BDO) 200 St. Paul Place, Suite 2222 Baltimore, Maryland 21202 #410-244-3506 - Attn: Tony Yang | 21. SHIP VIA <input type="checkbox"/> FREIGHT <input type="checkbox"/> PARCEL POST <input type="checkbox"/> EXPRESS <input type="checkbox"/> MAIL <input type="checkbox"/> OTHER (Specify in remarks) | TOTAL 53,259.00 |
| | 22. REMARKS Previous: FY16: DNO-D-15-WA-0385 | |

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 30, 2016

TOPIC: Approval of a Cooperative State and Local Agreement with the U.S.
Drug Enforcement Administration

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | _____ |
| Other | <u> X </u> |

MOTION: I hereby move for Mayor and Council approval to authorize the renewal of a Cooperative State and Local Agreement with the U.S. Drug Enforcement Agency. This agreement states that the City of Hagerstown will detail three (3) experienced officers to the Hagerstown Resident Office for a period of not less than two years. It also states that the City of Hagerstown will be responsible for the salary, overtime, and benefits of the three (3) HPD officers. The DEA will provide reimbursement costs associated with drug investigations up to \$17,753 per officer to the City of Hagerstown.

The period of this agreement is October 1, 2016 through September 30, 2017.

| | |
|------------------|-----------------|
| DATE OF PASSAGE: | August 30, 2016 |
| EFFECTIVE DATE: | August 30, 2016 |

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Acceptance of Safe Streets Grant - \$ 161,024.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

201608121010.pdf

Motion_-_Safe_Streets.pdf

Description

Memo and Budget Notice

Motion




CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

August 12, 2016

To: Valerie Means
City Administrator

From: Victor V. Brito, 
Chief of Police

Re: Maryland Safe Streets Initiative in the amount of \$161,024.00

On May 11, 2016, we applied for the Maryland Safe Streets Grant. On July 4, 2016, we were awarded funding in the amount of \$161,024.00. The goal of this grant is to focus on high priority offenders within our community.

This grant has been offered and awarded annually for the last several years. It provides salary support for a Crime Analyst, Safe Streets Coordinator, two Police Officers, Safe Streets Prosecutor, and overtime funding for the Washington County Sheriff's Office (for Collaborative Enforcement efforts).

The Hagerstown Police Department is seeking Mayor and Council approval to accept this grant award.





Governor's Office of Crime Control & Prevention

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Beasley, Lashonde
Galarza, Andrew

Budget Notice

Grant Award Number: MDSS-2017-0004
Sub-recipient: Hagerstown Police Department
Project Title: Safe Streets
Implementing Agency: Hagerstown Police Department
Award Period: 07/01/2016 - 06/30/2017

CFDA: State

| | | | |
|-----------------|---------------------|---------|--------------|
| Funding Summary | Grant Funds | 100.0 % | \$161,024.00 |
| | Cash Match | 0.0 % | \$0.00 |
| | In-Kind Match | 0.0 % | \$0.00 |
| | Total Project Funds | | \$161,024.00 |

Personnel

| Description of Position | Salary Type | Funding | Total Budget |
|----------------------------------|-------------|-------------|--------------|
| Crime Analyst | Fringe | Grant Funds | \$2,123.00 |
| Crime Analyst | Salary | Grant Funds | \$28,236.00 |
| Safe Streets Coordinator | Fringe | Grant Funds | \$9,448.00 |
| Safe Streets Coordinator | Salary | Grant Funds | \$37,794.00 |
| Strategic Enforcement Officer #1 | Fringe | Grant Funds | \$5,000.00 |
| Strategic Enforcement Officer #1 | Salary | Grant Funds | \$20,000.00 |
| Strategic Enforcement Officer #2 | Fringe | Grant Funds | \$5,000.00 |
| Strategic Enforcement Officer #2 | Salary | Grant Funds | \$20,000.00 |

Personnel Total: \$127,601.00

Contractual Services

| Description | Funding | Quantity | Unit Cost | Total Budget |
|---------------------------------------|-------------|----------|------------|--------------|
| Safe Streets Prosecutor | Grant Funds | 37 | \$30.67 | \$20,749.00 |
| Safe Streets Prosecutor - Fringe | Grant Funds | 1 | \$7,674.00 | \$7,674.00 |
| Washington County Sheriff's Office-OT | Grant Funds | 1 | \$5,000.00 | \$5,000.00 |

Contractual Services Total: \$33,423.00

Approved:

GOCCP Authorized Representative

Effective Date: 7/1/2016

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 30, 2016

TOPIC: Approval of Award of Maryland Safe Streets Grant

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | _____ |
| Other | <u> X </u> |

MOTION: I hereby move for Mayor and Council approval of the Maryland Safe Streets Grant to the Hagerstown Police Department in the amount of \$161,024.

This grant provides salary support for a Crime Analyst, Safe Streets Coordinator, two Police Officers, Safe Streets Prosecutor, and overtime funding for the Washington County Sheriff's Office (for Collaborative Enforcement efforts).

DATE OF PASSAGE: 08/30/16

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Acceptance of Maryland Department of Transportation Highway Safety Office Grant (HPD) \$ 12,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MEMO_-_MHSO.pdf

MHSO_PROJECT_AGREEMENT.pdf

Motion_-_Hwy_Grant.pdf

Description

MEMO - MHSO GRANT

MHSO PROJECT
AGREEMENT

Motion



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

August 12, 2016

To: Valerie Means
City Administrator

From: Victor V. Brito,
Chief of Police

Re: Maryland Department of Transportation Highway Safety Office Grant - \$12,500.00

The Hagerstown Police Department is seeking Mayor and Council approval to accept the Maryland Department of Transportation Highway Safety Office Grant in the amount of \$12,500.00. In order to accept the grant, the Chief of Police and an HPD staff member designated as project director will need to sign the attached project agreement.

For the past several years, the Maryland Department of Transportation has awarded similar grants to HPD for various traffic safety initiatives. Earlier this year, MDOT's Highway Safety Office notified HPD that it was eligible for \$12,500 in grant funding for the grant year starting October 1, 2016. HPD applied for the funding which MDOT's Highway Safety Office has approved.

This grant funds overtime for officers to focus on enforcing violations of aggressive driving, distracted driving, impaired driving, and occupant restraint laws.



A Nationally Accredited Law Enforcement Agency



PROJECT AGREEMENT
 Maryland Highway Safety Office
 Maryland Motor Vehicle Administration
 One Orchard Road, Second Floor
 Glen Burnie, MD 21060
 PHONE 410-787-4050 FAX 410-787-4020

The formal approval of this Project Agreement and the obligation of funds to it are contingent upon the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action.

| | |
|---|---|
| PROJECT TITLE: Hagerstown Police Department 2017 Highway Safety Grant | FOR MHSO USE ONLY |
| | PROJECT NUMBER: LE-Hagersto-2017-044 |
| PROJECT AGENCY: Hagerstown Police Department | |
| PROJECT AGENCY ADDRESS: 50 N. Burhans Boulevard, Hagerstown, Maryland 21740 | |
| FUND RECIPIENT: Hagerstown Police Department | |
| FUND RECIPIENT ADDRESS: 50 N. Burhans Blvd., Hagerstown, Maryland 21740 | |
| FEDERAL IDENTIFICATION NUMBER: 52-6000794 | |

The undersigned agree that the Project Agency will carry out the Project within the dates of the Project Period, in accord with the general programmatic and financial requirements set forth in the agreement, and in compliance with the Project Conditions. Reimbursement is limited to actual eligible expenditures, the total of which is not to exceed the amount of Funds Obligated from MHSO. Furthermore, the Project Agency certifies that it is eligible under grant guidelines to receive grant funds; can accept a reimbursable grant; can successfully implement the project at the indicated funding level; and accepts the provisions of the entire Agreement including its Project Conditions. At least three (3) individuals must be listed below, note that only the Project Coordinator & Project Director can be the same person. Costs cannot be incurred prior to the Project Start Date listed below.

| PROJECT COORDINATOR & FINANCIAL ADMINISTRATOR | | | |
|---|-------------------|--|-------------------|
| PROJECT COORDINATOR | | FINANCIAL ADMINISTRATOR | |
| NAME: Andrew Lewis | | NAME: Rana Rose | |
| TITLE: Sergeant | | TITLE: Accounting Budget Analyst | |
| AGENCY: Hagerstown Police Department | | AGENCY: City of Hagerstown Finance Dept. | |
| ADDRESS: 50 N. Burhans Blvd, Hagerstown, Maryland 21740 | | ADDRESS: 1 E Frankin St., Hagerstown, Maryland 21740 | |
| PHONE: 301-790-3700 | FAX: 301-393-5866 | PHONE: 301-790-3200 | FAX: 301-739-3117 |
| E-MAIL: alewis@hagerstownpd.org | | E-MAIL: rrose@hagerstownmd.org | |

| PROJECT DIRECTOR & AUTHORIZING OFFICIAL SIGNATURES | | | |
|--|-------------------|--|-------------------|
| PROJECT DIRECTOR | | AUTHORIZING OFFICIAL | |
| NAME: Casey Constable | | NAME: Victor Brito | |
| TITLE: Sergeant | | TITLE: Chief of Police | |
| AGENCY: Hagerstown Police Department | | AGENCY: Hagerstown Police Department | |
| ADDRESS: 50 N. Burhans Blvd., Hagerstown, Maryland 21740 | | ADDRESS: 50 N. Burhans Blvd., Hagerstown, Maryland 21740 | |
| PHONE: 301-790-3700 | FAX: 301-393-5866 | PHONE: 301-790-3700 | FAX: 301-733-5513 |
| E-MAIL: cconstable@hagerstownpd.org | | E-MAIL: vbrito@hagerstownpd.org | |
| SIGNATURE & DATE: | | SIGNATURE & DATE: | |

| FOR MHSO USE ONLY | |
|--|--|
| FEDERAL FISCAL YEAR START DATE: 10/01/2016 | FUNDS OBLIGATED FROM MHSO: \$12,500.00 |
| FEDERAL FISCAL YEAR END DATE: 09/30/2017 | PROJECT START DATE: |
| MHSO CHIEF APPROVAL SIGNATURE & DATE: | |

MARYLAND HIGHWAY SAFETY OFFICE
FFY 2017 PROJECT TERMS AND CONDITIONS

I. Project Administration

It is understood and agreed by the Project Agency and Fund Recipient (Grantee) that grant funds received in support of this grant are subject to applicable federal and state laws and regulations and to the following applicable controls, terms and conditions:

1. Availability of Funds

- a. It is mutually understood between the Grantee and the Maryland Highway Safety Office (MHSO) that this grant may have been executed (the Terms and Conditions signed by the Grantee and the Project Agreement signed by both parties) for the mutual benefit of both parties before ascertaining the availability of anticipated federal funds, as determined by Congress, Maryland statute, or other federal or state action to avoid program and fiscal delays that would occur if the grant were executed after that determination was made.

The grant is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the purpose of this program. In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress or MHSO that may affect the provisions, terms, or funding of this grant in any manner.

Reimbursement extends only to those costs incurred during the period of the project, and for which quarterly reports are submitted no later than thirty (30) days after the end of the reporting period, and in the case of the fourth quarter report, thirty (30) days after the project period end date (September 30th).

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds. If at any time during the term of this grant award, federal funds become reduced or eliminated, the MHSO may immediately terminate or reduce the grant award upon a thirty (30) day written notice to the Grantee.

The MHSO has the option to void the grant under the thirty (30) day cancellation clause or to amend the grant to reflect any reduction in funds.

Funds are awarded under Catalog of Federal Domestic Assistance (CFDA) Numbers. The MHSO will provide quarterly CFDA funding information to the Grantee.

- b. This grant will be conducted and administered in accordance with applicable federal, state and local laws, rules and other requirements, using acceptable financial management, record-keeping, procurement and property control systems as outlined in 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations (as applicable) and in accordance with the MHSO grant management guidelines.

2. Unallowable Costs

- a. Supplanting is defined as the replacement of routine and/or existing state or local expenditures with the use of federal grant funds for the cost of activities that constitute general expenses required to carry out the overall responsibility of a state or local agency. The Grantee shall not use grant funds to supplant state or local funds, or other resources that would otherwise have been made available for the grant program.
- b. In addition to supplanting, the following program administration costs are also prohibited:
 - Entertainment costs including amusement and social activities and any costs directly associated with such costs (such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities)
 - Promotional items such as gifts, models, and souvenirs for public relations and advertising costs.
 - Alcoholic beverages for any consumption purposes including training settings for law enforcement
 - Contributions and donations, including cash, property and services to others

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- Cost of fundraising, including financial campaigns and solution of capital contributions
- Fines, penalties, damages and other settlements resulting from violations or non-compliance
- Contingency provision for contributions to a contingency reserve or similar provision for unforeseen events excluding self-insurance reserves
- Costs not recovered under one MHSO grant are unallowable under another MHSO grant
- Highway construction, maintenance or design-related projects
- Office furniture and fixtures
- Automated traffic enforcement systems
- Truck scales and traffic signal preemption systems
- Cost of training for employees of federal and military agencies

3. Procurement

- a. Grantees, contractors, or subcontractors will take all necessary affirmative steps to assure that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Section 26.5 (if applicable), and Minority Business Enterprises (MBE) are used.

In all bid solicitations for funded project work or materials exceeding \$10,000, the Grantee shall include a nondiscrimination clause as specified by the Maryland Department of Transportation and U.S. Department of Transportation. The Grantee shall notify all bidders that it will affirmatively ensure that in any contract entered into pursuant to its advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to its invitation and will not be discriminated against on the grounds of political or religious opinion or affiliation, race, creed, sex, national origin, or physical/ mental handicap in consideration of an award.

Procurement of supplies, equipment, other tangible non-expendable personal property, and services funded in whole or in part with funds obligated by this Grant shall follow applicable procurement procedures and requirements of state and local laws, rules and regulations and in any instance shall be in compliance with the federal requirements set forth in Section 18.36 Procurement of 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or 49 CFR Part 19 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations.

- b. Pursuant to the requirements of the State Finance and Procurement Article of the Annotated Code of Maryland and any amendments thereto; the Maryland Governor's Executive Order barring discrimination; Section 22(a) of the Federal-Aid Highway Safety Act of 1968 (23 U.S.C. 22 (a)); and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), employment in connection with this project will be provided without regard to political or religious opinion or affiliation, race, color, creed, sex, national origin, or physical or mental handicap.

4. Nondiscrimination

NONDISCRIMINATION (applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as

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amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

2. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens 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);
3. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination 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); and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this contract/funding agreement, the contractor/funding recipient agrees--

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

5. Buy America Act (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation. The MHSO must assist Grantees with the waiver process. Any manufactured product with the exception of all motor vehicles, with a purchase price of \$5,000 or less per unit cost is waived from the Buy America Act requirement (23 U.S.C. 313: Pub. L. 110-161.)

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6. Privacy Protection

All agencies and organizations with access to or use of any personal information whatsoever from the Maryland Motor Vehicle Administration records shall comply with MVA's Privacy Protection Policy as a condition precedent to receiving access or use and payment under this grant.

7. Debarment and Suspension

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Lower Tier (subrecipients) Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

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transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower (subrecipients) Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Grantee is not, nor will it make any award or permit any contract at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 - Debarment and Suspension.

8. Drug-Free Workplace

The signatories for the grant certify that the Grantee will provide a drug-free workplace in accordance with the Federal Drug-free Workplace Act of 1988 (49 CFR Part 29 Subpart F).

9. Lobbying

CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying

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activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the signatories, to any person for influencing or attempting to influence an officer or employee of any federal 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.
- b. If any state or local funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of this federal contract, grant, loan, or cooperative agreement, the signatory for the grant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as found at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>. A copy of any Standard Form-LLL, "Disclosure Form to Report Lobbying" submitted in accordance with this requirement shall be submitted simultaneously to the MHSO.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, and contracts and subcontracts under grants, sub-grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.
- d. None of the funds under this grant will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with National Highway Traffic Safety Administration (NHTSA) funds from engaging in direct communications with state or local legislative officials, in accordance with customary State practice, such as invited testimony before a legislative body, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- e. 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.

With regard to federal contracts, grants, loans, and cooperative agreements, the signatories for the grant certify to the best of their knowledge and belief that pursuant to 31 USC 1352, they are in compliance with the Lobbying Restrictions placed on the use of federal funds.

10. Political Activity (Hatch Act) (applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

All individuals employed by a state or local agency whose principal employment is in connection with an activity that is paid in whole or in part by federal funds from a federal agency, including grants from the MHSO, have been informed of the provisions of 5 USC, Government Organization and Employees; Part II, Civil Service Functions and Responsibilities; Chapter 15, Political Activity of Certain State and Local Employees; Sections 1501 through 1508. This statute does not apply to individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a state or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization (5 U.S.C. 1501-1508 and 5 CFR 151).

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11. Document Retention and Access

Pursuant to the requirements of 49 CFR Part 18, Sect. 18.42 - Retention and Access Requirements for Records, all records shall be retained for three years from the date the final quarterly report is submitted to the MHSO. If there is an action resulting from an audit or other action started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues, or the end of the three-year period, whichever is later. The MHSO, other state agencies and appropriate federal authorities have the right of access to any books, documents, papers, or other records in order to perform audits and examinations or make excerpts and transcripts for as long as the records are retained.

12. Program Income

Some highway safety projects conduct activities that generate income to cover present and future costs. When Grantees earn money for their services or products, they may be earning what is defined in the federal regulations as "program income." Income earned by the Grantee with respect to the conduct of the grant (e.g. sale of publications, registration fees, service charges, etc.) must be accounted for fully and applied to project purposes or used to reduce costs. Program income that remains unexpended after the grant ends shall continue to be committed to the original grant objectives.

As defined in 23 CFR, Part 1200.24, program income means gross income earned by the Grantee from grant-supported activities. Such earnings may include but are not limited to:

- Income from service fees
- Sale of commodities fabricated under the grant
- Usage or rental fees of equipment (property) acquired with grant funds
- Conference or training registration fees when the grantee is the host agency

Grantees must record the receipt of program income as a part of the reimbursement claim process. Grantees are required to reduce the amount of grant funds requested for reimbursement based on the amount of income generated from the activity. A note in the reimbursement claim should be placed by the Grantee noting "program income" is offsetting the cost of this claim reimbursement.

13. Local Benefit Requirement

In order to support a high visibility enforcement campaign, coupled with a corresponding education model necessary to change driver behavior, the MHSO will coordinate paid and earned media statewide and in local jurisdictions to complement enforcement efforts. The outreach may include the following: TV and/or radio spots, online ads, billboards, print ads, press releases, posters and or flyers. These outreach efforts will be coordinated statewide so as to ensure effective distribution of media spots for the local benefit. The project director signifies his/her understanding of the media component of the mobilization and approves the use of these public outreach techniques within his/her jurisdiction.

14. Audit

Provisions of the Single Audit Act of 1996 (P.L. 104-156) and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations, require an agency/organization which expends more than \$750,000 in federal funds in a year to provide a single or program-specific audit for each year. Any Grantee meeting this criterion shall ensure the submittal of one copy of each required audit report directly to the Federal Audit Clearinghouse within thirty (30) days of the report's issuance. The audit shall study and evaluate the internal accounting and administrative controls to the extent considered necessary to assess the integrity of the systems as required by generally accepted auditing standards, the standards for financial and compliance audits contained in the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the U.S. General Accounting Office, the Single Audit Act of 1996, and the provisions of OMB Circular 2 CFR 200.501,.516. Grantees which are not subject to the provisions of OMB Circular A-133 shall provide an annual audit report of their organization's financial statements if requested.

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7. Indirect Costs

If indirect costs were approved in the grant, the Grantee must furnish required documentation per MHSO's Indirect Cost Policy to receive MHSO's approved negotiation letter before indirect costs shall be reimbursed.

II. Project Management

1. Equipment Approvals, Management & Monitoring

- a. For all major equipment purchases and replacement purchases with a useful life of more than one year and an acquisition cost of \$5,000 or more in value, MHSO shall receive prior written approval from the NHTSA Regional Administrator. This procedure is required by 23 CFR §1200.31 and NHTSA's Highway Safety Grant Funding Policy for NHTSA/FHWA Field-Administered Grants. The regulations look to the cost of the equipment regardless of the portion of funding supported by Federal or other funds if the total cost was \$5,000 or more. The unit cost for equipment is the unit's purchase price plus any accessories necessary to make the equipment operational for its intended purpose. The Grantee shall ensure that the purchase has received the appropriate approvals prior to the funds being expended. The Buy America Act must be adhered to at all times when purchasing approved equipment.
- b. All equipment, regardless of the description in the grant proposal requires a pre-approval in the e-grant system.
- c. Grantees are required to complete an Equipment Accountability Form when claiming reimbursement for the approved item(s). The Equipment Accountability Form is to be completed in MHSO's electronic grant system.
- d. It is the responsibility of the Grantee to institute and maintain required inventory records consistent with 49 CFR Part 18.32 DOT Implementation of Common Rule.
- e. The MHSO, as part of its oversight responsibility, shall systematically monitor Grantees with grant-funded equipment to ensure that grantees are in compliance with all federal requirements for property management and inventory. MHSO shall monitor Grantee compliance with applicable federal requirements during on-site monitoring visits. Equipment and other property acquired under a grant for use in highway safety projects shall be used and kept in operation for highway safety purposes. The Grantee agrees to comply with all requirements and accompany the MHSO to the on-site physical inventory inspection.
- f. All equipment approved for purchase by MHSO for the purpose of improving highway safety shall become property of the Grantee. Thus, all maintenance and care of the equipment shall rest with the receiving agency. MHSO recommends that the grantee agency maintain an inventory control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. MHSO recommends that the inventory control system include a record and tagging system.
- g. Equipment shall be used by the Grantee for the purpose for which it was acquired as long as needed, whether or not the program continues to be supported by MHSO funds. When no longer needed for the original program, the equipment may be used in other traffic safety activities. Permission to dispose of the equipment must be obtained from MHSO before any action can be taken regarding the equipment. The Grantee must complete the bottom portion of MHSO's Equipment Accountability Form for disposal approval. If the equipment is no longer needed for the purpose for which it was acquired and will not be used for another highway safety project, the equipment may, at the option of the MHSO, become the property of the MHSO.

2. Other Direct Costs

All Materials under Other Direct Costs need to go through the MHSO approval process. Any items where the MVA/MHSO logo or highway safety messaging is warranted must go through the electronic grants pre-approval process. If the Grantee bypasses the pre-approval processes, the MHSO reserves the right to deny the reimbursement expense. The Grantee should work with their MHSO Program Manager to ensure all pre-approvals are worked through the approval processes correctly.

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3. Media & Advertising for Highway Safety Messages

Any funds obligated by this grant for the purchase of paid media are subject to the NHTSA-issued Guidelines for States Using Funds for Purchasing Advertising Space for Highway Safety Messages. The guidelines suggest a strategic communications approach that advocates the use of a sustained high visibility enforcement model coupled with communication resources to be implemented at targeted times and locations based on problem identification. The objective is to influence and sustain year round behavioral change while getting return on investment and future improvements in highway safety.

4. Travel and Training

- a. Grantee travel specifically detailed in the grant proposal does not require a pre-approval in the electronic grant system. However, if a Grantee only provided minimal or generic travel information, the Grantee is required to submit a pre-approval request for the specific travel. The MHSO reserves the right to deny any travel or training expenses if the Grantee bypasses the MHSO's pre-approval process.
- b. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Maryland Department of Budget and Management.
- c. Meals that are not provided during a training and or conference are the responsibility of the agency or the individual attending training and will not be a reimbursable expense for the grantee.

5. Contractual Services

The Grantee may not enter into a contract with a contractor for any work specified in the grant without prior written consent from the MHSO. The Grantee shall furnish to the MHSO the contract for review and approval prior to contracting the work with the contractor. The MHSO reserves the right to deny reimbursement expenses if the Grantee bypasses MHSO's pre-approval process.

The Grantee, however, shall remain fully responsible for the work to be done by its contractor(s) and shall assure compliance with all the requirements of the grant and Project Terms and Conditions.

6. Project Modifications

If the costs reflected in the cost categories of the grant need to be adjusted, written approval shall be obtained from the MHSO prior to making any expenditure through a project modification. Budget modifications shall be obtained by submitting a Project Modification Request in the electronic grant system, detailing a clear justification to support the request. At no time shall salary and benefits be moved from one position to another without an approved project modification from the MHSO.

7. Other Conditions, as Directed

If the Grantee is a law enforcement agency, the following conditions apply:

- a. Any law enforcement agency receiving funds for overtime enforcement is strongly encouraged to follow the guidelines established for vehicular pursuits currently issued by the International Association of Chiefs of Police.
- b. Due to the number of fatal and serious crashes occurring during nighttime hours, and specifically lower nighttime seat belt usage, impairment and speed, a minimum of 50% of all grant funded overtime enforcement operations (except grant funded nighttime seatbelt operations) are intended to be conducted during the nighttime.
- c. Agencies receiving nighttime seatbelt funding must use 100% of that funding during nighttime hours. Nighttime refers to hours between 9:00 p.m. and 5:00 a.m.

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- d. Law enforcement agencies using overtime funds are required to use the best available data to plan and implement enforcement operations (for example: location(s), day of week, time of day should be based on crash and/or citation data).
- e. Scheduled federally funded overtime for a given enforcement detail should not exceed six (6) hours in 24 hour time period.
- f. The high visibility enforcement model should be used with overtime enforcement operations funded by this grant. This means that when overtime is worked it should be supported by media outreach (for example: press releases, social media, radio and/or television). The MHSO can assist the law enforcement agency with outreach if requested. Participation in all mobilizations/traffic safety enforcement events sponsored by the NHTSA and/or the MHSO is required.
- g. In the event an officer working a MHSO overtime funded assignment is called away from the overtime detail to handle another matter or agency work (calls for service, investigations, lengthy back-ups for incidents other than traffic stops, etc.), the time spent for the non-MHSO work may not be charged to MHSO. Only actual hours worked for the MHSO overtime assignment may be claimed on the law enforcement log for reimbursement. Officers and public safety should always remain a top priority, and responsible discretion should be exercised as to when an officer should be pulled from the MHSO funded effort.

III. Project Reporting

1. Quarterly Reports & Reimbursement Claims

- a. A quarterly reimbursement claim must be submitted by the Grantee to the MHSO by January 30, April 30, July 30, and October 30 (or monthly as agreed upon by the Grantee and the MHSO). Failure to submit timely, complete and accurate progress reports and claims within thirty (30) days after the quarter ends may constitute Grantees irrevocable waiver of any right to thereafter recover from MHSO any part of those waived grant sums which may thereafter be reallocated or reverted by MHSO.
- b. A completed quarterly report shall be submitted by the Grantee whether or not reimbursable expenditures have been made since submittal of the prior period report.
- c. All quarterly reports shall be accompanied by approved supporting documentation (refer to the MHSO supporting document checklist for a full listing of approved documentation). The approved documentation must be uploaded in the electronic grant system.
- d. Requests for reimbursement shall be limited to those expenditures made consistent with the provisions of this Project Agreement and the cost principles set forth in 22 CFR Part 225 - Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87), 2 CFR Part 220 - Cost Principles for Educational Institutions (OMB Circular A-21), or 2 CFR Part 230 - Cost Principles for Nonprofit Organizations (OMB Circular A-122) , as applicable, and the Highway Safety Grant Funding Policy for NHTSA/FHWA Field-Administered Grants.
- e. All grants include a maximum amount eligible for reimbursement (reimbursement limitation). Reimbursement costs are the actual costs not to exceed the originally estimated costs. At no time can salary and benefits be moved from one position to another without an approved project modification from the MHSO.
- f. MHSO will withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a Grantee fails to comply with any applicable term or condition of this grant.
- g. Claims received after the cutoff date may not be reimbursed. Grantees are responsible for informing their accounting office of the reimbursement claim submission deadlines.
- h. Expenditures incurred prior to the grant execution date, or for costs not outlined in the approved grant will be denied for reimbursement.

FFY 2017 PROJECT TERMS AND CONDITIONS (Cont'd)

We, the officials named below, hereby certify that we have read and understand the above described Project Terms and Conditions and are duly authorized to legally bind the Grantee to abide by them.

Project Director's Name

Date Signed

Project Director's Signature

Authorizing Official's Name

Date Signed

Authorizing Official's Signature

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 30, 2016

TOPIC: Maryland Department of Transportation Highway Safety Office Grant
- \$12,500

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | _____ |
| Other | <u> X </u> |

MOTION: I hereby move for Mayor and Council approval to accept the Maryland Department of Transportation Highway Safety Office Grant in the amount of \$12,500.00.

For the past several years, the Maryland Department of Transportation has awarded similar grants to HPD for various traffic safety initiatives. Earlier this year, MDOT's Highway Safety Office notified HPD that it was eligible for \$12,500 in grant funding for the grant year starting October 1, 2016. HPD applied for the funding which MDOT's Highway Safety Office has approved.

This funding allows officers to focus on enforcing violations of aggressive driving, distracted driving, impaired driving, and occupant restraint laws.

DATE OF PASSAGE: 08/30/16

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Contract for Reconstruction of Alleys - Concrete Central, LLC (Hagerstown, MD) \$ 348,735.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Purchase_Form_-_Reconstruct_Alleys.pdf

2016_Alley_Reconstruction_Program_Map.pdf

Motion_-_Alley_Reconstruction.pdf

Description

Purchase Form - Alley
Reconstruction

Alley Reconstruction - Map

Motion

DRAFT

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 8/30/16**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Parks & Engineering By: Rodney Tissue
Account Number: 4509004 5594 CO324 Account / Project Name: 2016 Alley Reconstruction Program
Budget Amount: \$769,000.00 Account Balance: \$769,000 Year: 2017 CIP Control No. 324
Unbudgeted \$: _____ Source of Funds: Future Bond Financing

| Quantity | Description | Value |
|----------|---|--------------|
| Base Bid | Reconstruct all or portions of nine (9) concrete alleys | \$348,735.00 |
| | | |
| | | |

TOTAL VALUE OF PROJECT: \$348,735.00

ABOVE TO BE USED FOR:

Reconstruct all or portions of nine (9) public alleys with concrete and aggregate base (See attached map).

Recommended Vendor:

Business Name: Concrete Central, LLC
Address: 17405 W. Washington Street
City, State: Hagerstown, MD 21740
Bid/Proposal/Quote No.: Contract 15-A-31

| OTHER VENDORS: | | |
|------------------------------|----------------|------------------------------|
| Firm | City/State | Total Amount with Alternates |
| Congressional Construction | Jefferson, MD | \$646,718.06 |
| Huntzberry Brothers | Smithsburg, MD | \$489,750.00 |
| Milton Stamper Builders, Inc | Hagerstown, MD | \$706,996.02 |
| Santos Construction | Bowie, MD | \$463,735.00 |

(1) Department Manager: In 2015 staff completed a comprehensive condition survey of all of our alleys. The nine in this bid are all in poor condition. The total budget amount in FY '17 for alley reconstruction is \$769,000. This Phase 1 contract in the amount of \$348,735 is to reconstruct nine (9) alleys. We will advertise Phase 2 over the Winter for Spring construction utilizing the remaining \$420,265 funds.

We recommend award of this contract to the low bidder
Concrete Central, LLC of Hagerstown in the amount of \$348,735.00

Robert L. 8/16/16

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Joselyn T. Malla 8/19/2016

Signature / Date

(3) Finance Manager:

Recommend Approval

8/19/16 [Signature]

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date

LEGEND

- 1 Lieba Alley
- 2 Alley 1-123
- 3 Alley 1-667
- 4 Alley 3-44
- 5 Alley 4-45A
- 6 Alley 4-46
- 7 Alley 4-51
- 8 Alley 2-83
- 9 Alley 2-115

2016 Alley Reconstruction Program Contract 15-A-31



REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: August 30, 2016

TOPIC: Approval of a Contract: Alley Reconstruction Program

| | |
|-------------------|--------------|
| Charter Amendment | _____ |
| Code Amendment | _____ |
| Ordinance | _____ |
| Resolution | _____ |
| Other | <u> X </u> |

MOTION: I hereby move for the approval of a contract with Concrete Central, LLC of Hagerstown, MD in the amount of \$348,735.00 for the reconstruction of all, or portions of, nine (9) public alleys.

DATE OF PASSAGE: 8/30/2016

Attachment: Purchase Form & Map

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 8/30/16**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Parks & Engineering By: Rodney Tissue
Account Number: 4509004 5594 CO324 Account / Project Name: 2016 Alley Reconstruction Program
Budget Amount: \$769,000.00 Account Balance: \$769,000 Year: 2017 CIP Control No. 324
Unbudgeted \$: _____ Source of Funds: Future Bond Financing

| Quantity | Description | Value |
|----------|---|--------------|
| Base Bid | Reconstruct all or portions of nine (9) concrete alleys | \$348,735.00 |
| | | |
| | | |

TOTAL VALUE OF PROJECT: \$348,735.00

ABOVE TO BE USED FOR:

Reconstruct all or portions of nine (9) public alleys with concrete and aggregate base (See attached map).

Recommended Vendor:

Business Name: Concrete Central, LLC
Address: 17405 W. Washington Street
City, State: Hagerstown, MD 21740
Bid/Proposal/Quote No.: Contract 15-A-31

| OTHER VENDORS: | | |
|------------------------------|----------------|------------------------------|
| Firm | City/State | Total Amount with Alternates |
| Congressional Construction | Jefferson, MD | \$646,718.06 |
| Huntzberry Brothers | Smithsburg, MD | \$489,750.00 |
| Milton Stamper Builders, Inc | Hagerstown, MD | \$706,996.02 |
| Santos Construction | Bowie, MD | \$463,735.00 |

(1) Department Manager: In 2015 staff completed a comprehensive condition survey of all of our alleys. The nine in this bid are all in poor condition. The total budget amount in FY '17 for alley reconstruction is \$769,000. This Phase 1 contract in the amount of \$348,735 is to reconstruct nine (9) alleys. We will advertise Phase 2 over the Winter for Spring construction utilizing the remaining \$420,265 funds.

We recommend award of this contract to the low bidder
Concrete Central, LLC of Hagerstown in the amount of \$348,735.00

Tracy 8/16/16

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Joan L. Milla
8/19/2016

Signature / Date

(3) Finance Manager:

Recommend Approval

8/19/16 *[Signature]*

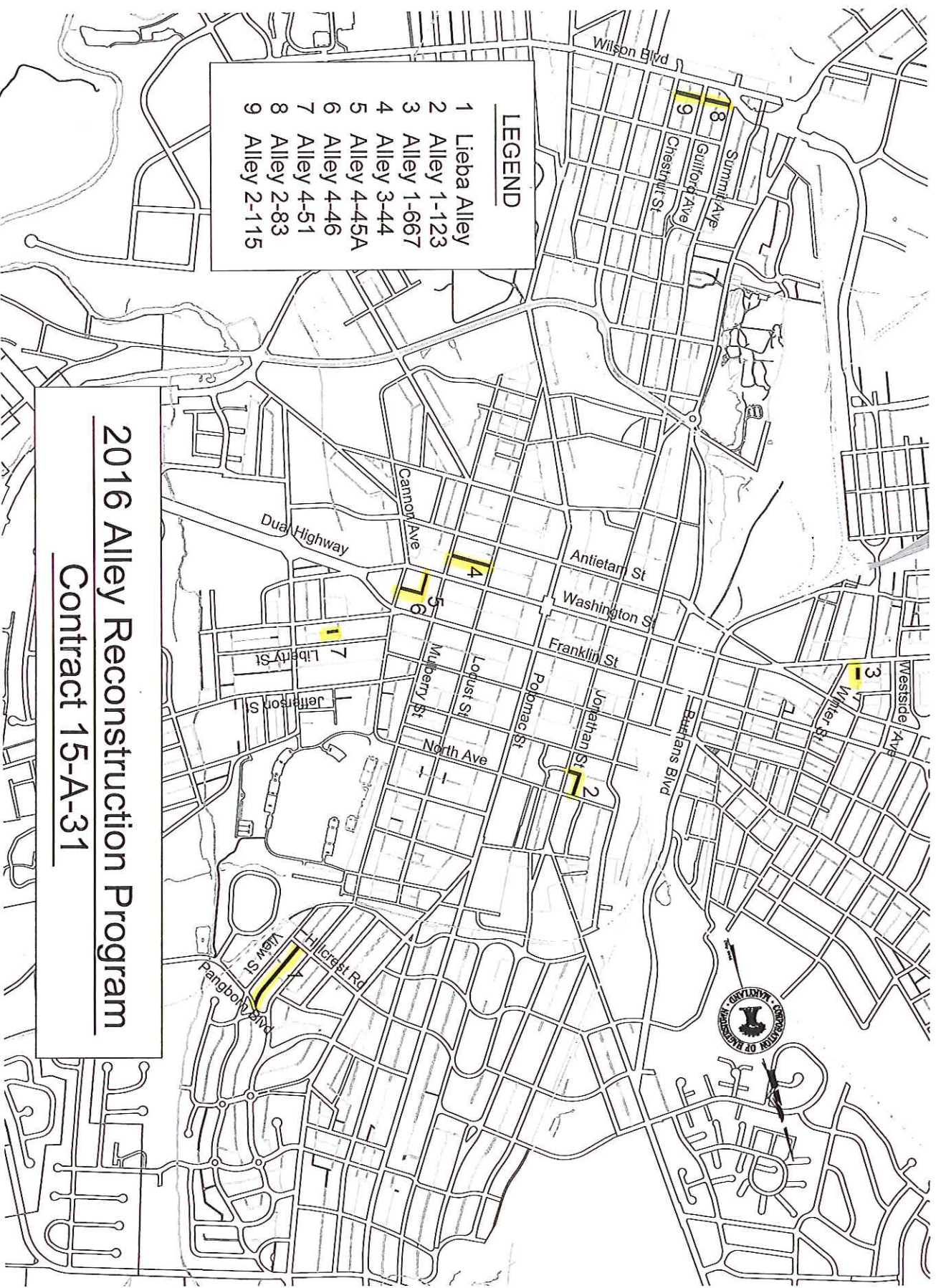
Signature / Date

(4) City Administrator's Recommendation:

Approval

Vileen A. Meas
8/23/16

Signature / Date



- LEGEND**
- 1 Lieba Alley
 - 2 Alley 1-123
 - 3 Alley 1-667
 - 4 Alley 3-44
 - 5 Alley 4-45A
 - 6 Alley 4-46
 - 7 Alley 4-51
 - 8 Alley 2-83
 - 9 Alley 2-115

2016 Alley Reconstruction Program
Contract 15-A-31

