

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MD 21701
TELEPHONE: 301-644-5210 FAX: 301-644-5213



SPECIFICATIONS AND PROPOSAL FORMS
FOR
ARCHITECTURAL/ENGINEERING CONSULTANT SERVICES

RFP NUMBER:	15A2
PRE-PROPOSAL MEETING:	N/A
PROPOSAL DUE TIME/DATE/ LOCATION:	10:00 A.M., local time, April 29, 2015 FCPS Main Lobby 191 South East Street Frederick, MD 21701 (Parking is available at Deck #5 All Saints Street)
TENTATIVE AWARD SCHEDULED FOR BOARD MEETING:	June 10, 2015

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:

Stephen Starmer C.P.M., Purchasing Manager
X Kim Miskell, Assistant Purchasing Manager
Billie Laughland, Buyer Specialist
Bill Meekins, Buyer Specialist
Scott Bachtell, Buyer Specialist

NOTE: Companies must have on file an approved General Application form in order to ensure notification of future bid solicitations. Contact Mrs. Robin Underwood, Vendor Maintenance Specialist, at 301-644-5211, if you are uncertain as to your company's registration status.

Issued: April 7, 2015



191 S. East Street



Frederick County Public Schools' Calendar SY 2014-15
Approved February 26, 2014

August 2014

11 Mon New Teachers Report
19 Tue Teachers Report to Work: Training and Preparation
25 Mon First Day of School for Students

September 2014

01 Mon Schools Closed. Labor Day
19 Fri Schools Closed: Fair Day
24 Wed 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session
25 Thu Schools Closed. Rosh Hashanah

October 2014

06-09 Mon-Thu High School Assessments
17 Fri Schools Closed for Students: Teacher Work Day
31 Fri 2-Hour Early Dismissal for Students (End of First Term): Teacher Work Session

November 2014

03 Mon Schools Closed for Students: Teacher Work Day
04 Tue Schools Closed: Election Day
05 Wed Second Terms Begins
10-14, 17-21 Mon-Fri High School PARCC Assessments
21 Fri 2-Hour Early Dismissal for Students: Teacher Work Session
24 Mon Elementary & Middle School Parent-Teacher Conferences in evening: Those schools open 4 hours late; high school is full day
25 Tue Elementary & Middle School Parent-Teacher Conferences in afternoon: Those schools dismiss 3.5 hours early; high school is full day
26 Wed Schools Closed: Thanksgiving Break
27-28 Thu-Fri Schools Closed: Thanksgiving and American Indian Heritage Day

December 2014

01-05, 8-12, 15-19 Mon-Fri High School PARCC Assessments
24 Wed Schools Closed: Christmas Eve
25 Thu Schools Closed: Christmas Day
26-31 Fri-Wed Schools Closed: Winter Break

January 2015

01 Thu Schools Closed: New Year's Day
02 Fri Schools Closed
05-09, 12-16 Mon-Fri High School PARCC Assessments (12-15 Mon-Thu HSAs)
19 Mon Schools Closed: Dr. Martin Luther King Jr. Day
23 Fri First Semester (Second Term) Ends
26 Mon Schools Closed for Students: Teacher Work Day
27 Tue Second Semester (Third Term) Begins

February 2015

13 Fri Schools Closed for Students: Teacher Curriculum Day
16* Mon Schools Closed: Presidents' Day
27 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session

March 2015

02-27 Mon-Fri Elementary/Middle PARCC Assessments
20 Fri 2-Hour Early Dismissal for Students: Teacher Work Session
31 Tue End of Third Term

April 2015

01* Wed Schools Closed for Students: Teacher Work Day
02*Thu Schools Closed: Spring Break
03 Fri Schools Closed: Good Friday
06 Mon Schools Closed: Easter Monday
07 Tue Fourth Term Begins
13-17 Mon-Fri High School PARCC Assessments; Science MSA
20-24 Mon-Fri Elementary, Middle, High PARCC Assessments; Science MSA
27-30 Mon-Thu Elementary, Middle, High PARCC Assessments; Science MSA

May 2015

01 Fri Elementary, Middle, High PARCC Assessments; Science MSA
04-08 Mon-Fri Elementary, Middle, High PARCC Assessments
08 Fri 2-Hour Early Dismissal for Students (Mid-Term): Teacher Work Session
11-15 Mon-Fri Elementary, Middle, High PARCC Assessments
18-21 Mon-Thu High School PARCC Assessments and HSAs
22 Fri High School PARCC Assessments
25 Mon Schools Closed: Memorial Day
26-29 Tue-Fri High School PARCC Assessments

June 2015

15* Mon 2-Hour Early Dismissal/Last Day of School for Students: Teacher Work Session
16*Tue Last Day of School for Teachers

*Includes 5 days for snow or other emergency closings. If all days are not needed, the school year will be shortened by the number of unused days to provide 180 days for students. If more days are needed, we will make them up in this order: February 16, April 1 and 2, June 16 and 17. 3/21/2014

| FREDERICK COUNTY PUBLIC SCHOOLS |

A. GENERAL CONDITIONS AND INSTRUCTIONS FOR PROFESSIONAL SERVICES

1. PRE-BID MEETING

If warranted, a Pre-Bid Meeting will be held at the date and time indicated on the cover page of this solicitation package. Unless noted otherwise, the meeting will be held in the Frederick County Public Schools (FCPS) Purchasing Department, located at 191 South East Street, Frederick, Maryland 21701.

Attendance at the Pre-Bid Meeting is not mandatory in order for your bid to be considered for an award, yet all vendors are strongly encouraged to attend.

The agenda for the Pre-Bid Meeting will include the following: introduction of staff; description of scope of work; time line/scheduling; budget priorities/concerns; and procurement responsibilities.

Due to possible changes and/or additions to the specifications, bids should not be mailed until after the pre-bid meeting. All changes will be processed through addenda to this solicitation package.

2. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept unopened. The representative of the Superintendent, whose duty it is to open bids, will decide when the specified time has arrived. No bid received thereafter will be considered. The Superintendent or his/her representative will not be responsible for the premature opening of bids received not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids. After a bid has been opened it may not be withdrawn.

All bids received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or electronic mailed bids will not be considered. Modifications by facsimile of bids already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.

Bids received after the designated date and/or time will not be accepted regardless of when they were mailed or given to a delivery carrier.

In the event of inclement weather on the date when bids are scheduled to be opened and the FCPS Administrative Offices are closed, bids will be opened on the next business day at the same time as previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt call the Purchasing Department.

3. RECEIPT AND OPENING OF BIDS

Sealed bids will be opened in the Purchasing Department of FCPS, 191 South East Street, Frederick, Maryland, on the day and hour stated.

All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., should be labeled with the bid name, bid number, and due date/time. This will help assure timely receipt of bids in the Purchasing Department. Bids not received in time due to improper labeling will be considered

non-responsive.

4. PREPARATION OF BID/SIGNATURE

Bids must be prepared on the enclosed proposal form(s) and in accordance with the specifications herein.

Each bid must show the full business address and telephone number of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid, contract and notice of award will be mailed to the address shown on the bid unless otherwise instructed in writing from the bidder. Purchasing orders will be emailed to the purchase orders email address provided on the General Application unless otherwise instructed in writing from the awardee. Bids by partnership must be signed with the partnership name, followed by the signature and designation of the person(s) having authority to sign. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person(s) having authority to sign. When requested, satisfactory evidence of authority of the person(s) signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of his/her authority to do so if requested.

Failure to properly sign the bid document will result in rejection of the bid.

5. ERRORS IN BIDS/INTERPRETATION

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications and drawings (if applicable) before submitting proposals. Failure to do so will be at the bidder's own risk.

Should any bidder be in doubt as to the meaning of the drawings or specifications, or should he/she find any discrepancy or omission, he/she shall notify the Purchasing Manager for the Board of Education (BOE) of Frederick County (herein after referred to as the Board). All bidders will then be notified, in writing, of clarification or additional information by means of addenda.

Neither law nor regulations make allowance for errors of omission or commission on the part of the bidders. In case of error in multiplication of unit prices when arriving at a total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

If an error has been made by the bidder, the bidder may request in writing, to have his/her bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager and/or the Board. Requests for withdrawal are usually denied unless the bidder provides to the satisfaction of the Purchasing Manager and/or the Board that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the bidder's business.

6. INSPECTION OF SITE

Each bidder shall visit the site and become fully informed as to the condition under which the work is to be done. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of the contract documents at the price(s) proposed.

Where the specifications require field measurement, the bidder shall perform the measurement and the Board assumes no responsibility for errors in measurement. The bidder shall be expected to provide the item or material specified and to make good any situations which arise from errors in measurement.

Site visits shall not be made after regular working hours, on Sundays, school holidays, or legal holidays, unless previously agreed to by the Purchasing Department.

7. QUOTATION

The bidder shall complete the information requested on the proposal form(s). Prices quoted shall not exceed the prices established under any governmental price control regulations.

All prices shall be firm for a period of ninety (90) days from the date of bid opening unless otherwise stated under Special Notices. This applies to all bidders, whether they have received an award or not.

The Board will not accept any cost proposal with escalator clauses or other irregular features unless specifically authorized under Special Notices.

8. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

See the Special Notices section of the bid document for any changes to the insurance requirements, if applicable.

FCPS is to receive insurance certificates evidencing the compliance of insurance requirements at least ten (10) days before work commences. The Contractor shall not commence work under this contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Board, nor shall the Contractor allow any Subcontractor to commence work on his/her subcontracts until the insurance required of the Subcontractor has been obtained and approved.

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

The Contractor shall procure and shall maintain during the life of the contract Worker's Compensation Insurance as required by applicable state law for all of his/her employees to be engaged in work at the site of the project under the contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

During the life of the contract, the Contractor shall procure and maintain Employer's Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00

The Contractor will require any Subcontractor to procure and maintain Worker's

Compensation and Employer's Liability Insurance during the life of the contract.

It will be the responsibility of the Contractor to ensure that all subcontractors comply with this provision, and the Contractor will indemnify and hold harmless the Board for the failure of the Contractor or any subcontractor to comply with these provisions.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

During the life of the contract, the Contractor shall procure and shall maintain Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

C. COMPREHENSIVE AUTOMOBILE LIABILITY

During the life of the contract, the Contractor shall maintain Comprehensive Automobile Liability Insurance (including all automotive equipment owned, non-owned and hired, operated, rented, or leased). Minimum limits of Automobile Liability Insurance shall be:

1. Bodily Injury: \$1,000,000 per person/\$1,000,000 accident
2. Property Damage: \$1,000,000 each occurrence, or
3. Combined Single Limit Bodily Injury and Property Damage Liability: \$1,000,000

D. SCOPE OF INSURANCE AND SPECIAL HAZARD

The insurance required in B and C above shall provide adequate protection for the Contractor and Subcontractor(s), respectively, against damage claims, which may arise from operations under the contract, whether such operations are by the insured or by anyone directly or indirectly employed by him.

E. SUBCONTRACTOR'S INSURANCE

The Contractor shall either:

1. Require each of his/her subcontractors to procure and to maintain during the life of the subcontracts Liability Insurance of the type and in the same amounts as specified in D above, or
2. Insure the activities of the subcontractors in his/her own policies. It will be the responsibility of the Contractor to insure that all subcontractors comply with this provision, and the Contractor will indemnify and hold harmless the Board for the failure of the Contractor or any subcontractor to comply with these provisions.

F. PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish the Board with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates also shall contain substantially the following statement: The insurance covered by this certificate

will not be concealed or materially altered, except after thirty (30) days written notice has been received by the Board.

G. PROFESSIONAL LIABILITY INSURANCE

The Contractor shall maintain professional liability and errors and omissions coverage in the minimum amounts of \$1,000,000 per claim and \$1,000,000 in aggregate, unless noted otherwise under Special Notices.

H. FCPS and the Board shall be named as the insured party on all contractor policies, other than the Worker's Compensation Insurance policy unless otherwise noted. The Contractor's insurance shall be primary and non-contributory to any insurance carried by the Board or other named entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A- / VIII.

9. AWARDS OR REJECTION OF BIDS

The evaluation factors will be set forth in the bid.

The Board reserves the right to determine completeness and/or timeliness of proposals, to reject any or all bids in whole or in part, to waive any irregularity in any quotation, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate bids, and to make any such award is deemed to be in its best interest.

Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of the Board that they have the necessary facilities, ability and financial resources to execute the work in a satisfactory manner, and within the time specified; that they have the necessary experience, history and references which will assure the Board of their qualifications for executing the work. A detailed audited financial statement may be required.

Bidders are required, as a part of their proposal submission, to provide information regarding their firm's status as a Minority Business Enterprise (MBE) and the diversity of their firm's board of directors and company officers. Bidders also are required, as a part of their bid submission, to provide a plan for the utilization of minority contractors, subcontractors or suppliers in executing the contract, if their firm receives an award.

The Board reserves the right to reject the bid of a bidder who has, in the opinion of the Board, previously failed to perform adequately or properly in professional services contracts or the bidder whose investigation shows, in the opinion of the Board, it not in a position to perform the contract.

The Board reserves the right to award the bid within ninety (90) days from the date of the bid opening unless a different time period is stated in the bid document.

In the event of tie bids where all other factors such as past performance are considered comparable, the award shall be made to the Frederick County based bidder; the out-of-county but Maryland based bidder; and the out-of-state based bidder, in that order of preference.

10. MULTI-AGENCY PARTICIPATION

FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local

governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. FCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

11. OBJECTIONS TO AWARD RECOMMENDATION

Any bidder objecting to the Purchasing Manager's recommendation for award may protest the Purchasing Manager's action by formally notifying, in writing to the Executive Director of Fiscal Services. The bidder's written protest must be received in the Purchasing Department at least five (5) working days prior to the Board meeting for which the bid award is scheduled. It is the bidder's responsibility to ascertain the date and time of the pertinent Board meeting. The protest must specifically and fully identify the bidder's objection(s); the legal basis for the objection, including the itemization of laws, regulations, policies, or bid procedures, etc., which have allegedly been violated; a statement of all facts which support the bidder's position; a copy of all documents which are relevant or upon which the bidder is relying; and a statement as to the relief sought by the bidder.

12. OBJECTION TO AWARD

Any objections to an award made by the Board must be filed, in writing, to the Executive Director of Fiscal Services and received within ten (10) calendar days following the date of the award by the Board. The objection must specifically and fully identify the bidder's objections and any supporting legal or procedural authority.

13. CONTRACT

The form of contract may be noted in the Special Notices section of this bid solicitation or a copy may be included in this request for bids. If not, the following applies: When the Board accepts a bid and awards a contract, the purchase order(s), bidder's submission, agreed upon schedules, addenda, shop drawings and other documents associated with the bid solicitation/submission/award process will constitute the contract. Notification of the contract award will be made by letter after approval by the Board.

Subsequently, no amendment, modification or change to the contract shall be effective unless such change is in writing and signed by authorized representatives of FCPS and the bidder. Changes may not significantly alter the original scope of the agreement.

14. SURVEYS, PERMITS, LAWS, REGULATIONS

The Board shall furnish all surveys unless otherwise specified.

Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor performs any work, which it knows or should know to be contrary to such laws, ordinances, rules and regulations, and without such notices to the Board, he/she shall bear all costs arising therefrom.

15. SUBCONTRACTOR

The Contractor shall give his/her personal attention constantly to the faithful execution of this contract. The Contractor shall keep the same under his/her own control and shall not assign or sublet by Power of Attorney or otherwise the work or any part thereof without the previous consent of the Purchasing Department or designated Contract Administrator. He/she may be required to submit, in writing, the name of each subcontractor he/she intends to employ, the portion of the contract to be performed, his/her place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish, satisfactorily, the services called for in the specifications.

16. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Failure by the Contractor to complete the work of the contract or within the time specified on the proposal form will entitle the Board to deduct and retain out of funds which may be due the Contractor under this contract, a sum as follows for each calendar day in excess of the time stated, (including Saturday, Sundays, and legal holidays) until the contract is complete in accordance with the specifications.

LIQUIDATED DAMAGES

<u>Amount of contract</u>	<u>First 21 Days (Per Calendar Day)</u>	<u>Beyond 21 Days (Per Calendar Day)</u>
\$10,000 to \$25,000	\$100	\$150
\$25,001 to \$50,000	\$200	\$250
\$50,001 to \$75,000	\$300	\$350
\$75,001 to \$100,000	\$400	\$450

This sum shall not be considered as a penalty, but as a sum mutually agreed upon as the damages suffered by the Board because of delay.

Requests for extension of completion time due to causes over which the Contractor has no control will be reviewed after written application is made to the Purchasing Department or designated Contract Administrator. Requests must occur immediately upon occurrence of conditions for a time extension.

17. BILLING AND PAYMENT

The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost. When requested, they shall give representatives of the Board access to accounts relating thereto.

Partial payments may be made at specific intervals depending upon the length and dollar value of the project. When partial payments are requested, the invoice or requisition for payment should be sent to the Finance Department for payment. Invoices for partial payments should show only the work performed and/or materials/equipment supplied and on site.

Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.

If applicable, an amount of 10% from each application for payment will be withheld until final acceptance of the project by the Board. This amount may cover possible unsatisfactory performance or other damages.

Invoices shall be submitted to:

accounts.payable@FCPS.org

or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS
Finance Department/Accounts Payable Department
191 South East Street
Frederick, MD 21701

Invoices must be submitted in the same format as the proposal form or purchase order.

Invoices and packing slips must contain the following information:

- Bid Number
- Purchase Order Number
- Item Number (if applicable)
- Quantity (if applicable)
- Brief Description of Item or Work Performed
- Unit Price Bid/Partial Payment Amount
- Extended Total for Each Item
- Grand Total
- Public School Construction Number (PSC) (if applicable)

18. NON-COLLUSION

Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this Bid.

Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

19. CONFLICT OF INTEREST

Bidder shall advise FCPS in writing as soon as possible but not later than the date of award of the contract of any known relationships with a third party or FCPS employee or representative which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

20. TERMINATION FOR DEFAULT

When the bidder has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the Contractor, terminate the whole or any part of the contract in any of the following circumstances:

- A. If the Contractor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
- B. If the Contractor fails to perform any of the provisions of the contract, or fails to make progress as to endanger performance of the contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
- C. If the Contractor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
- D. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.

In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, and in such manner as the Purchasing Manager deems appropriate, products and services similar to those so terminated, and the Contractor shall be liable to FCPS for any excess cost for such similar services provided that the Contractor shall continue the performance of the contract to the extent not terminated.

If, after notice of termination of the contract under provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

21. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or from time to time in part, whenever FCPS shall determine that such termination is in the best interest of FCPS. Written notice shall be given at least sixty (60) days in advance. FCPS will pay for all services in accordance with contract pricing up to the date of the termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

22. HOLD HARMLESS

It is understood that firms providing quotes for this project shall defend and hold harmless the Board and its representations from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

23. PUBLIC INFORMATION ACT NOTICE

The Board is obligated under the Maryland Public Information Act, Section 10-611 et. seq. of the *State Government Article* of the *Annotated Code of Maryland* to permit individuals to inspect and copy any public record unless the public record is expressly exempted from disclosure by statute. All documents that you submit to the school system will constitute a public record, which the school system must disclose under the Public Information Act unless the document qualifies for an exemption under the Act. If you maintain that any document or portion of a document submitted by you or on behalf of your company, qualifies for an exemption (e.g. commercial or financial information etc.), you must conspicuously label the document or applicable portions, state the basis for the exemption with specific statutory reference to the Maryland Public Information Act and explain why the exemption applies to the document. Failure to properly identify the information as instructed will result in the document being treated as a disclosable public record.

By submitting a bid, the bidder agrees to indemnify and hold harmless the Board for all costs and damages including court costs and legal fees which it incurs as a result of denying an application filed under the Maryland Public Information Act or other similar Freedom of Information Acts based on the bidder's designation of a document as exempt from disclosure.

24. CONTRACT DISPUTE

Any dispute resulting from a question or fact arising under the contract shall be decided by the FCPS' Contract Administrator and the Purchasing Manager who will reduce their decision to writing and furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless within thirty (30) days the Contractor furnishes to the Contract Administrator and Purchasing Manager a written appeal addressed to the Executive Director of Fiscal Services who may confer with the Board. The Board has the right to hear appeals as provided by Maryland law.

The Board or duly authorized representative will review the appeal for the determination of such appeal and their finding shall be final and conclusive. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence. In connection with any appeal preceding under this clause the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision.

This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

25. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All technology-based instructional products must meet technical standards for accessibility established in Federal Section 508 of the Rehabilitation Act.

26. EMPLOYEES' RESPONSIBILITIES

All contractors and subcontractors must abide by Board policies and regulations while working on FCPS property.

The Board desires to maintain a safe, healthy, and productive environment free of alcohol and drugs. The Board endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.

Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on the project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the Contractor shall periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime contractor, subcontractor or equipment or material supplier, FCPS will notify the Site Supervisor to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate the contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

27. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

28. ASSIGNMENT

The Award Bidder shall not assign or transfer the Award Bidder's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

29. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Baltimore County, Maryland.

**FREDERICK COUNTY PUBLIC SCHOOLS
ARCHITECTURAL/ENGINEERING CONSULTANT SERVICES
RFP #15A2**

SPECIFICATIONS

I. INTRODUCTION

The Frederick County Public School System requests proposals from licensed consultants (hereinafter referred to as "Consultant or Consultants") for architectural, structural, civil, geo-technical, mechanical, electrical engineering services and other design disciplines in accordance with the instructions and subject to the requirements hereinafter set forth. Frederick County public Schools will assign specific projects to what it considers to be the most appropriate firm(s) giving consideration to the scope of the project, time to complete the project, and proposed cost of the project. In accordance with the terms of any resulting contract, Frederick County Public Schools reserves the right to decide when and if project consulting services will be assigned and makes no commitment to a specific number of assignments or value of work. Frederick County Public Schools may require the cooperative effort of several professional design disciplines to work in concert on a single project. If this procedure is required, FCPS will select the most appropriate Consultant to act as the General Consultant for the project and the FCPS selected Sub- Consultants will work through the General Consultant. FCPS will issue only one Purchase Order per project and that will be issued to the project's General Consultant and the Sub-Consultants will work and be coordinated through the General Consultant. Frederick County Public Schools also retains the right to obtain separate bids for large architectural/engineering projects on an as needed basis per project.

II. SCOPE OF WORK

This is an indefinite quantities project for the following services:

1. Meet with appropriate Frederick County Public Schools (FCPS) staff as required to review, discuss, plan, design and administer the construction of the various projects varying in size, scope and complexity. Coordinate with other sub-consultants as required. Some projects may require evaluations, studies, reports and consulting services and not require design.
2. Fees and procedures for individual design projects shall be established as follows:
 - a. Perform preliminary examination of project
 - b. Submit design fee proposal per project based on lump sum amounts.
 - c. Meet with FCPS staff to discuss number of hours required.
 - d. FCPS will issue one purchase order per project and the project design shall not begin until a purchase order is received.
3. Perform on site inspections, surveys, studies, evaluations and observations as required for the project. Provide written reports, results, recommendations and recorded observations to Frederick County Public Schools as directed. Attend periodic progress, Board and Committee meetings.
4. Provide consulting, design and construction administration services for projects involving architectural, civil, structural, mechanical, plumbing, fire protection, electrical, geo-technical, and other professional services.

5. Design services may include preparation of construction drawings and specifications as necessary to quote or bid projects. Schematic and or design development drawings will be required as appropriate. A/E firms shall produce one complete set of electronic drawings and specifications on CD ROM Disc for the record for each project.
6. Design services shall be performed in accordance with all applicable codes, laws, ordinances and FCPS Standards for the Design of New and Renovated Facilities.
7. A/E firms will provide all drawings and prints and specifications utilizing PDF and Auto-CADD Revit or other format (Most Recent Version) as well as hard copies of the drawings, specifications and As-Built documents at the completion of each project design as required by FCPS.
8. Specifications shall be provided utilizing CSI MASTER format and modified as necessary to meet Frederick County Public Schools requirements.
9. A/E Firms are required to review and prepare a complete set of As-Built drawings (where applicable) showing the actual construction that was performed on the project by coordinating any and all changes with the contractors. The complete As-Built drawings shall be electronic PDF.
10. A/E firms will be required to prepare, review and sign-off on all of the Project Closeout Documents at the completion of each project. The Project Closeout Documents include:
 - (1) Use and Occupancy Permit
 - (3) Certificates of Substantial Completion AIA Document G704
 - (1) Complete set of As-Built Drawings
 - (2) Complete sets of Operation and Maintenance Manuals as required for the project and in electronic format
 - (1) Release of Liens AIA Document G706a
 - (1) Affidavit of Debts and Claims AIA Documents G706
 - (1) Consent of Surety AIA Document G707
 - (1) FCPS Sign-Off Sheet.
11. Contract will be AIA B102-2007 Standard Form of Agreement between Owner and Architect and B201-2007 Standard Form of Architectural Services. (AIA Contract may be required for large projects. A purchase order will be issued separately for each individual project).
12. The initial term of this contract will be effective from date of award through May 30, 2018. FCPS retains the right and option to extend this contract for three (3) additional one-year periods (maximum 8 year total). Extension of the contract will be executed at the sole discretion of the Board of Education and is not automatic. Price adjustments from the contractor may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. Reminders of the approaching deadline for price adjustments will not be sent by FCPS. It is incumbent upon the contracted firms to request price adjustments prior to March 1, and failure to do so will result in denial.
13. Extension of this contract is contingent upon satisfactory performance of the contractor, subject to appropriate funding and based upon, but not limited to, the following: timeliness of performance, completeness of drawings, specifications, and documents, management of projects and responsiveness to the needs of the school system.

14. Annually, during the life of the contract, FCPS will accept letters of interest from prospective contractors to become qualified under this solicitation. The open enrollment period will be September 1 through September 30. Any requests received outside of the month of September will not be considered and must be re-submitted during the next open enrollment period. After FCPS completes a review of the letters of interest received during the open enrollment period, FCPS will notify the qualified firms to submit a technical proposal. Technical proposals must be received no later than thirty days from the date of notification. Contractors will be notified in writing of their qualification status no later than thirty days from receipt of their technical proposals. Contractors who become qualified during the open enrollment period will become approved contractors considered for future projects effective the upcoming January 1.
15. Consultants are required to provide written lump sum cost proposals for services requested by FCPS which will be used as the basis for a purchase order.
16. Firms have the right to refuse to perform a project; however, the reason for refusal must be submitted in writing and will be a consideration in inviting future work.

III. FEES

1. All work shall be performed on a lump sum basis with hourly rates utilized for changes in scope of work only.
2. Reimbursable expenses include reproduction and printing costs.
3. A/E firms shall invoice monthly and shall provide an itemized listing of work completed. Firms shall invoice using FCPS billing forms. Separate invoices shall be submitted for each project.

IV. EXAMPLES OF PROPOSED PROJECTS

1. Design wall configuration for new classroom walls to be constructed in former shop space, or other areas.
2. Design an addition to existing parking lot with recommendations for addressing traffic flow problems.
3. Prepare plans and specifications for roof top air handling unit, boiler, chiller or fuel tank replacement.
4. Conduct survey of existing facilities to determine efficiency of floor plans.
5. Design mechanical system to provide heat and air-conditioning for area of school with a change in use.
6. Provide grading plan to resolve drainage problems including sediment and erosion control measures.
7. Survey existing school site, reclaiming property corners.
8. Design of storage building for outdoor equipment.
9. Perform studies of HVAC systems to provide criteria to design new system or modify existing to meet current air quality standards.

10. Provide consulting services to advise Frederick County Public Schools on recommendations for building components for new construction/renovation projects.
11. Upgrade school site plans to include utilities locations and/or other site amenities as requested.
12. Provide study of proposed portable classroom locations for future needs including electrical service.
13. Perform on site inspection, documentation and various designs at multiple facilities on an as needed basis to make buildings and grounds compliant with ADA Guidelines. Examples include: design compliant restrooms, handicap ramps, chair lifts/elevators, and handicap parking spaces.

NOTE: These are examples only. Other projects are anticipated.

V. PROPOSAL SUBMISSION

If fewer sets of the required documents are submitted, the consultant will be billed for reproduction costs; failure to provide the required number of copies or to pay the invoice will be a consideration in the evaluation of the proposal.

1. TECHNICAL PROPOSAL FORMAT

- A. One original and three copies of the Technical Proposal are required, and shall be submitted in an envelope clearly marked as such:
 - Bid Name
 - Bid Number
 - Due Date and Time
 - “Technical” Proposal
- B. The consultant should prepare their response to the Request for Proposal as described below. For rating purposes the technical proposals will be evaluated for the following distinct parts.

Qualifications

1. Established engineering/consultant firm where the Principals(s) possess at least five years' experience.
2. Experience with ADA design, UFAS or ANSI handicap accessible designs and general rehabilitation design, preferred, for appropriate disciplines.
3. Personnel experienced in coordinating with other disciplines, which would enable performance on a wide variety of projects; specifically required will be electrical, mechanical, structural, environmental engineers, and architects.
4. Employees trained in bid document preparation.
5. Company owned/leased state-of-the-art testing equipment, where applicable.
6. Familiar, by past experience, with state and local government practices, IAC/PSCP design requirements, procedures, laws, and regulations; with emphasis on the State of Maryland Education Article #5-112.

7. Past experience in consultation to include analysis, design, specification preparation, and construction inspection for local government or school system.
8. Activities and methodologies in accordance with state-of-the-art practices; and accredited, certified, or Construction Specification Institute and others as may be applicable.
9. Certify non-affiliation with any general contractor or materials manufacturer or distributor.
10. Licensed to do business in the State of Maryland.
11. The intention of this project is to establish prime contracts only with participating firms. As such, proposals which name sub-consultants will not be considered.

C. Submittals

1. Standard Form 330 (SF330)-Architect-Engineer Qualifications.
2. Company profile, to include:
 - a. How long in business under current name.
 - b. Resume of business principals', including courses or related experience.
 - c. Resume of lead person(s) for this project, to include related experience.
 - d. Manpower breakdown-number of personnel by specialty, number of office workers, number of field supervisors, number of field workers.
 - e. Description of pertinent facilities and equipment to include office space by square footage and indicate own or lease.
 - f. Licensed to work in the State of Maryland.
 - g. References for similar projects of similar size completed, to include the contact person's name and telephone number.
 - h. Statement of principals; ownership or investment in other corporations, partnership, or business of any nature-state name of business, nature of business, principals' involved, and nature of involvement.
3. Description of any past or pending lawsuits or legal action including: dates, status, reason for litigation, names of plaintiffs/defendants, final disposition of court, etc.
4. Financial statement indicating past bankruptcies, IRS investigations, tax liens, etc.

2. FEE PROPOSAL FORMAT

- A. Only one copy of the Fee Proposal is required, and shall be submitted in an envelope clearly marked as such:
Bid Name

Bid Number
 Due Date and Time
 "Fee" Proposal

B. The Fee Proposal shall include:

1. Completed Form of Proposal (attached). Proposals shall be valid for a period of ninety (90) days.
2. Statutory Affidavit and Non-Collusion Certification
3. Minority Business Enterprise Information
4. Signature Page

VI. EVALUATION/AWARD CRITERIA

Evaluations will be performed in a two-step process, whereby technical information for all firms will be reviewed first and evaluated on a point system basis. The second step shall include opening the Form of Proposal to evaluate hourly rates. In addition, an interview may be required to obtain more information. Final award will be made by the Board of Education upon recommendation by FCPS staff.

Evaluations of technical proposals shall be performed by a minimum of three Frederick County Public Schools staff.

The Committee will use the following criteria and weighting in preparing its evaluation of qualifying proposals:

Qualifications/Submittals/Financial Status and Past or Pending Legal Action and any other criteria deemed appropriate:	80 Points
Fee Structure:	20 Points
	100 Points

Once Design/Consulting Services contracts are awarded based on the aforementioned qualifications, FCPS staff will solicit multiple quotes or negotiate fees from each project as required to best serve the needs of FCPS.

FREDERICK COUNTY PUBLIC SCHOOLS
FEE PROPOSAL FORM

BID #15-A-2, ARCHITECTURAL/ENGINEERING CONSULTANT SERVICES

In compliance with your request for proposal, the undersigned proposes to provide all labor, materials, equipment and incidentals necessary and required to perform various professional design and consulting services on an indefinite quantities basis for the period of one year from the date of contract award in strict accordance with the specifications at the following hourly rates:

I. SERVICE TYPE

Please identify below the specific services for which you have submitted this proposal. Consultants must submit individual and separate price structures for each service they intend to provide in a prime contracting capacity. Unit price contracts will be established with multiple firms for each of these categories.

Electrical Mechanical Architect Civil Geo-Technical
 Structural Environmental Other (specify) Athletic Facility Design

II. FEE STRUCTURE FOR SERVICE IDENTIFIED IN I. ABOVE

<u>Work Classification</u>	<u>Hourly Rate *</u>
Principal	\$ _____
Project Engineer/Architect	\$ _____
Project Manager	\$ _____
Geotechnical Engineer	\$ _____
CADD Designer	\$ _____
Clerical/Administrative Assistant	\$ _____
2 Person Survey Crew	\$ _____
3 Person Survey Crew	\$ _____
Other (Specify): _____	\$ _____

10% Mark-up for allowed for design firms employing Frederick County Public Schools IDQ A/E Firms.

Other services Frederick County Public Schools may require shall be paid at the published price list less _____% discount. Other services will only be paid when specifically requested and approved by Frederick County Public Schools prior to performance of the work.

***NOTE: This hourly rate is all inclusive of overhead, profit, administrative fees, direct and indirect costs. No other expenses or fees will be added to this hourly rate, except those specifically allowed as reimbursable under SPECIFICATIONS III. #2.**

III. SIGNATURE ACKNOWLEDGING PROPOSAL

Note: When submitting your bid/proposal, please use this page as a cover sheet for your cost proposal.

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

PROFESSIONAL REGISTRATION NO. _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE PURCHASE ORDERS ELECTRONICALLY)

.....

ACKNOWLEDGMENT OF ADDENDA (if applicable)

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____
Addendum #7	_____	Addendum #8	_____

FREDERICK COUNTY PUBLIC SCHOOLS
TECHNICAL PROPOSAL FORM
BID #15-A-2

BID #15-A-2, ARCHITECTURAL/ENGINEERING CONSULTANT SERVICES

1. Firm Name: _____

Address: _____

2. Maryland Business License #: _____

3. Maryland P.E./Professional Registration #: _____

4. Years in Business under current name: _____

5. SF 330 Attached? _____ Yes _____ No

6. Consultant/Principals not affiliated or has financial interest in any material suppliers and/or construction contractors: _____ Yes _____ No

If yes, please provide details:

7. Resumes of Business Principals, Lead Personnel Attached? _____ Yes _____ No

8. Breakdown of company personnel available to perform FCPS projects. Attachment is acceptable if not enough room below:

<u>Name</u>	<u>Title</u>	<u>Other Information</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Describe your firm's facilities, pertinent equipment, multiple offices, size, etc.

10. References – Must list a minimum of five:

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project: _____ Dollar Value: _____

Duration of Project: _____

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project: _____ Dollar Value: _____

Duration of Project: _____

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project: _____ Dollar Value: _____

Duration of Project: _____

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project: _____ Dollar Value: _____

Duration of Project: _____

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project: _____ Dollar Value: _____

Duration of Project: _____

11. Please list and describe and past or pending law suits or legal actions including dates, status, reason for litigation, names of plaintiffs/defendants, final disposition, etc.

12. Provide financial statement indicating past bankruptcies, IRS investigations, tax liens, etc.

FREDERICK COUNTY PUBLIC SCHOOLS
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

requested to be completed but not required to be notarized.

required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of the organization named _____ whose address is _____ (Name of Corporation) _____ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
- d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
- e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
- f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
- g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation necessary)

- 4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

- 5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Frederick County Board of Education, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Witness) _____ (Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(dba)

(Address)

(City) (State) (Zip)

(Telephone) (Fax)

(Print Name) (Title) (Date)

(Signature) (Title) (Date)

We are/I am licensed to do business in the State of Maryland as a:
() Corporation () Partnership () Individual () Other

FREDERICK COUNTY PUBLIC SCHOOLS
MINORITY BUSINESS ENTERPRISE INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

1. Is the company a certified Minority Business Enterprise (MBE) with documented certification from the Maryland State Department of Transportation (MDOT)? _____
If yes, provide certification number: _____
2. Is the company a registered/certified MBE by any other state or local governmental agency? If yes, provide type of certification, certifying agency, and certification number below. (Copies of certificates may be attached.)

<u>Type</u>	<u>Issuing Agency</u>	<u>Certification No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. If applicable, circle the group(s) which qualifies the company as a minority business enterprise.

African-American Hispanic American-Indian Asian Women
Disabled Other: _____

[Note: MBE means any legal entity except a joint venture, that is (a) organized to engage in commercial transactions, (b) at least 51% owned and controlled by one or more individuals who are members of a group that is disadvantaged socially or economically, as noted above.]

4. Would the company be considered a Minority Business Enterprise due to the majority (51% or greater) of the board of directors/company officers being a member(s) of any of the following groups? ____ If yes, indicate by circling the group(s) to which the member(s) of the board/officers belong.

African-American Hispanic American-Indian Asian Women
Disabled Other: _____

5. If the company is not a Maryland certified MBE, please describe the plan for utilization of minority suppliers or subcontractors to accomplish any portion of the work.

Name (Please Print)

Title

Signature of Above

Date

Company



PLEASE RETURN TO:

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
191 SOUTH EAST STREET
FREDERICK, MARYLAND 21701
TELEPHONE 301-644-5210 FAX 301-644-5213

NOTICE OF "NO BID" RESPONSE

RFP #15A2
ARCHITECTURAL/ENGINEERING CONSULTANT SERVICES

Due to increased costs in maintaining an accurate and active "Bidder's List", it is necessary for the Purchasing Department to be informed of the reason(s) for a firm not bidding. If you will not be bidding on this project, please indicate below the reason(s).

Unless a responsive bid or this form is returned to us, your firm will be removed from the "Bidder's List" for this category.

- Current workload prevents bidding at this time.
We do not sell the type of products/services requested.
Bid has been forwarded to our distributor; we do not sell direct.
We wish to be removed from this category.

Other: _____

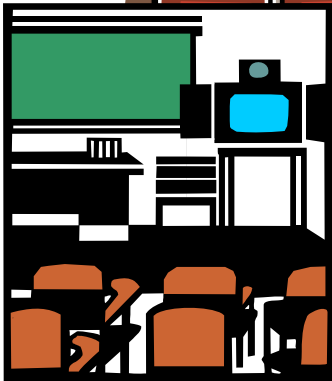
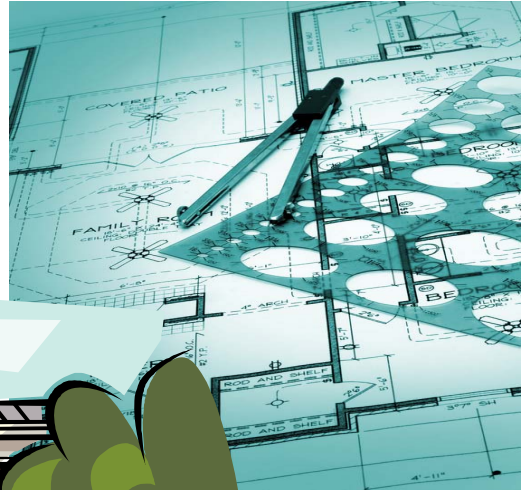
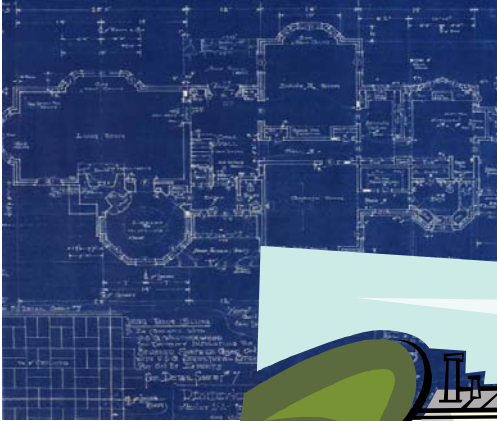
Date: _____
Firm Name: _____
Address: _____

Signature: _____
Title: _____

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE SUBMITTED IN WRITING TO:
KIM MISKELL, ASSISTANT PURCHASING MANAGER (EMAIL: kimberly.miskell@fcps.org)



Frederick County Public Schools
Reach. Challenge. Prepare.



STANDARDS FOR THE DESIGN OF NEW AND RENOVATION OF FACILITIES

FEBRUARY 2014

FCPS Standards for the Design of New and Renovated Facilities

(REVISED February 2014)

Table of Contents

General Responsibilities of the Architect/Engineer	2-5
Design Preferences	5
Outline Specifications	6-30
Appendices	30
Frederick County Standards for Inclusion of Community-Use Gyms in Public Schools	32
List of Additions/Deletions to February 2014 Design Guide	33
FCPS Checklist for Construction Projects	35
Frederick County Permit Application for Earth & Forest Disturbances	36
Frederick County Industrial Waste Survey Form	37-43

GENERAL RESPONSIBILITIES OF THE ARCHITECT/ENGINEER

PRE-DESIGN:

1. Architect shall obtain a complete list of IAC design guidelines from the Maryland State Department of Education, and incorporate the minimum applicable provisions as appropriate. An order form is included in the appendices.
 - a. Guidelines for Controlling Indoor Air Quality Problems Associated with kilns, copiers, and welding in schools.
 - b. Carpet and Indoor Air Quality in Schools.
 - c. Science Laboratories and Indoor Air Quality in Schools.
 - d. Interior Painting and Indoor Air Quality in Schools.
 - e. Selecting HVAC Systems for Schools.
 - f. Maintaining Acceptable Controls and Indoor Air Quality in Schools.
 - g. HVAC System Automatic Controls and Indoor Air Quality in Schools.
 - h. Technology Education.
 - i. Science Facilities.
 - j. Library Media Programs
 - k. Standards for Telecommunications Distributions Systems.
 - l. Conserving and Enhancing the Natural Environment.
 - m. School Health Services.
 - n. Fine Arts Programs
 - o. Family and Consumer Sciences
 - p. School Food and Nutrition Services
 - q. Maryland Standard for New and Re-Roofing Construction System Guarantee requirements.
 - r. Show access to Environmental areas on SD plans.
 - s. Physical Education Facilities Guidelines.
2. Indicate design sq. ft., budget, and A/E estimate on design meeting minutes.
3. Provide survey monuments at property corner.
4. A/E Team to collaborate/cooperate with FCPS commissioning agent during design, construction and commissioning of HVAC equipment.
5. A/E Team to perform design of traffic signals, as required and as a reimbursable expense to FCPS.
6. A/E Team to utilize State/National Standards for design of athletic fields.
7. Design Team to contact utility companies in advance of design to determine construction and clearance requirements.
8. Design services to include design of access roads and utilities to school sites.
9. Provide plans with good design practice for retaining walls.
10. A/E Team required to provide necessary documentation to appropriate authorities regarding installed of fuel storage tanks and preparation of SPCC Plan. Documentation to be sent to authorities via registered mail.
11. Mechanical Engineer to meet with FCPS Maintenance Department staff at the time of substantial completion to provide brief over view of operation of HVAC system as it relates to zones, modifications of controls for church/community use, administrative area, etc.
12. Perform water flow/pressure testing as required for proper design of building and site water requirements.
13. Architect to research and apply for energy initiatives/rebates, where applicable..
14. Frederick County now requires a permit for installation of all tanks (Water, Fuel, Gas etc.).

SCHEMATIC DESIGN:

1. Architect shall tabulate areas of rooms required by the Educational Specification at each phase of design (schematic, design development and construction documents).
2. Indicate design sq. ft., budget, and A/E estimate on design meeting minutes.
3. A/E Team to collaborate/cooperate with FCPS commissioning agent during design, construction and commissioning of HVAC equipment.
4. Architect must coordinate design of playground equipment with FCPS.
5. Provide color renderings of elevations at SD Phase.
6. Meet LEED silver certification requirements for all State funded projects.
7. Meet COMAR regulation requirements for emergency power generation.
8. Review all Maryland Emergency Management Agency (MEMA) guidelines for applicability.

9. Discuss implications of Energy Code requirements with FCPS Project Manager during design.

GENERAL RESPONSIBILITIES OF THE ARCHITECT/ENGINEER (CONTINUED)

DESIGN DEVELOPMENT:

1. Architect to provide to owner: (3) 1/2 sized sets of plans; (3) full sized sets of plans; (6) sets hard copy specifications; (1) electronic set plans and specifications in PDF format and (1) electronic addenda including hard copy of full sized plan sheets.
2. Architect shall tabulate areas of rooms required by the Educational Specification at each phase of design (schematic, design development and construction documents).
3. The design team shall forward data to utility companies as required to ensure timely connections (prior to the bidding phase).
4. Indicate design sq. ft., budget, and A/E estimate on design meeting minutes.
5. Perform analysis of water hardness/treatment.
6. A/E Team to collaborate/cooperate with FCPS commissioning agent during design, construction and commissioning of HVAC equipment.
7. Provide sidewalk to FDC connection as required by Frederick County Fire Marshal.
8. Provide means of egress out of mechanical courtyards as required by Frederick County Fire Marshal.
9. Provide color rendering of elevations during DD Phase.
10. Design stub-out of underground utilities (data, telephone, fire alarm, power, etc.) for future portable classroom. Provide electrical service to serve two (2) 225 KVA 480 Volt transformers.
11. Obtain playground equipment layouts from Project Manager. Distribute playground equipment around school to provide accessibility to appropriate grade levels and to distribute foot traffic.
12. Provide catwalks around roof-top mounted mechanical equipment.
13. Provide design to address OSHA Fall Protection requirements for applicable roofs and mechanical equipment.
14. Provide site utilization plan for addition/renovation projects to address project construction access, temporary parking, staging areas, use of playgrounds, athletic fields, student/pedestrian access, etc.
15. Provide construction phasing plan addressing sequence and timeframes for demolition, construction, renovation, etc.
16. Coordinate location and design of technology cabinets with FCPS Project Manager.
17. Meet LEED silver certification requirements for State funded projects.
18. Air Conditioning to be provided in kitchen and gymnasium.
19. Review ADA accessible routes during renovation projects.
20. Discuss installation of analog classroom clocks with telecommunications clock systems with FCPS Project Manager
21. Address CO2 Detection for all renovation projects with the FCPS Project Manager.

CONSTRUCTION DOCUMENT:

1. Architect shall develop "during construction" and final egress plans to be submitted to fire marshal for approval. Plans shall include temporary enclosures and utilities that may be required.
2. Architect to provide to owner: (3) 1/2 sized sets of plans; (3) full sized sets of plans; (6) sets hard copy specifications; (1) electronic set plans and specifications in PDF format and (1) electronic addenda including hard copy of full sized plan sheets.
3. Architect shall tabulate areas of rooms required by the Educational Specification at each phase of design (schematic, design development and construction documents).
4. The Frederick County Standards for Inclusion of Community-Use Gyms in Public Schools as set forth by the Frederick County Division of Public Works, Bureau of Parks and Recreation shall be included as appropriate. A copy is included with this document.
5. Provide base line data for inclusion in FCPS data base i.e., areas of paving, carpet, VCT flooring, roof areas, BTU ratings, boilers, chillers, etc. See Appendix
6. Provide site plan indicating location of all easements and rights-of-way.
7. Indicate design sq. ft., budget, and A/E estimate on design meeting minutes.
8. Meet Frederick County Fire Marshal requirements for building signs/address.
9. A/E Team to provide complete set of specifications for FCPS review at 75% CD Phase.

10. Architect shall prepare color board during design phase and provide to FCPS prior to bid.
11. A/E Team to collaborate/cooperate with FCPS commissioning agent during design, construction and commissioning of HVAC equipment.
12. Specifications must state that FCPS will begin moving furniture and equipment into building prior to substantial completion.
13. Provide door bell at exterior kitchen doors on loading docks. Provide audible telephone alarm in Food Service.

CONSTRUCTION DOCUMENT (CONTINUED):

14. Investigate methods to deter use of skateboards on ramps/curbs.
15. FCPS will provide Asbestos Abatement and Industrial Hygiene Services for most projects. Verify with Project Manager.
16. Provide the following for Bid Document Submission to the DGS on State Funded Projects:
 - Complete Table of Contents in each volume of the specifications including instructions to bidders, etc.
 - Letter of project approval from the Fire Marshal's office.
 - Letter of project approval from the Soil Conservation District.
 - Provide specifications for "State Sign" for State Funded Projects.
 - Provide specifications for the required dedication plaque for State Funded Projects.
 - Provide bid alternate for ineligible items as defined by the State IAC.
 - Stamped sealed drawings.
17. Provide ramps to all loading docks.
18. Provide frost proof hydrants at athletic fields for irrigation purposes, if underground irrigation system is not provided.
19. Specifications shall require that only pre-qualified roofing contractors playground equipment installers and data cabling contractors bid FCPS projects.
20. See FCPS Project Manager for location of paper towel holders in Science Labs.
21. Require line item in contractor's schedule of values for close out documents O/M Manuals, As-built drawings, etc.
22. Provide utilities to support FCPS supplied chemical dispensing equipment in custodial closets. Obtain specifications from FCPS Project Manager.
23. FCPS will provide toilet tissue, paper towel and soap dispensers, to be installed by contractor.
24. Provide listing of all required warrantee's in specifications to facilitate closeout.
25. Meet LEED silver certification requirements for State funded projects.
26. Provide commercial washer and dryer for Physical Education area.

CONSTRUCTION:

1. A finish sample board shall be provided by the Architect and kept in the project trailer throughout the construction period.
2. A/E firms to provide copies of addenda/field directives to fire marshal.
3. Provide SWM Pond As-Built drawings as per attached example to meet Frederick County requirements (see appendix).
4. A/E Team to collaborate/cooperate with FCPS commissioning agent during design, construction and commissioning of HVAC equipment.
5. Complete documentation required by AHJ for fuel storage tanks.
6. Provide conforming drawings on CD as soon as possible after receiving bids to include all addenda items.
7. Mechanical Engineer to provide minimum one day training for FCPS Maintenance Department staff on the general operation of the HVAC and control system, after substantial completion of HVAC system.
8. Payment for control work will not be approved beyond 75% until commissioning is completed and accepted by Construction Manager, Design Team and Owner.

CLOSEOUT:

1. Architect shall generate from Contractor's as-builts and field directives, drawings in AutoCAD as well as a reproducible format and deliver to FCPS.
2. A/E Team to collaborate/cooperate with FCPS commissioning agent during design, construction and commissioning of HVAC equipment.
3. Architect to provide written statement verifying that, to the best of their knowledge, the project was designed and constructed without the use of asbestos containing building materials.

4. O&M Manuals to be provided via (2) hard copies as well as electronic format and to be turned over to FCPS at Substantial Completion.

DESIGN PREFERENCES

1. Design of enclosed courtyards should be avoided.
2. Include provisions for future portable classrooms (e.g. electrical circuits, fire alarm, etc...). Identify future location on site plan and number of portables.
3. Assure that loading dock canopies clear roofs of delivery trucks.
4. Provide standardized room numbering system whereby architectural room numbers will match permanent room numbers in school. Coordinate with Project Manager.
5. Avoid widespread use of curved walls/stairways
6. Loading docks will be designed to accommodate 2 vehicles.
7. Provide operable windows in all occupiable rooms, unless specified otherwise.
8. Do not design water piping in exterior walls.
9. Provide lobby at main entrance to force visitors to enter reception area. Install keyed lock on one interior vestibule entrance door.
10. Coordinate make/model of computer for EMS system with FCPS Tech Services Staff.
11. Provide details for sidewalks at entrances to minimize frost heaving.
12. FCPS prefers modular retaining walls.
13. FCPS prefers light/pastel paint colors.
14. Provide terrazzo treads on main stairs only. Provide sealed concrete or alternative low maintenance finish on secondary stairs.
15. Terrazzo and resilient floor field colors to be as light as possible.
16. Avoid placing underground utilities where future portable classrooms will be placed on site.
17. All construction to be as maintenance free as possible (no wood).
18. FCPS is interested in providing an energy efficient building. A/E to provide value engineering with current EMS to develop an energy efficient lighting system.
19. Include ramps at all loading docks.
20. Provide "harder" resilient flooring in cafeterias.
21. Design substantial borders around mulched areas. Avoid use of residential style borders.
22. Design building to meet 46,000 BTU/square foot requirements.
23. Provide frost proof hydrants at athletic fields for irrigation, if underground irrigation system is not provided.
24. Avoid open sink base cabinets.
25. Consider using the same mechanical control system in each Maintenance Cluster.
26. Electric hand dryers only will be used in concession buildings. (See section 10801 for use of electrical hand dryers in other areas).
27. No floor receptacles on stage floors.
28. Do not include "Bubblers" in classroom sinks.
29. Utilize FCPS Standardized Building Automation System (BAS) and Control System. Obtain from FCPS Project Manager.
30. Separate bus loop from parent drop off loop and provide parking lot lighting in islands.
31. Coordinate utilities and ventilation required for Art Room Kilns and provide requirements for kilns in construction specifications.
32. Avoid placing storm drain inlets near above ground fuel tanks.
33. Provide infra-red scans of building envelope at conclusion of project.
34. Architect to designate "Shelter in Place" locations on plans.
35. Do not provide removable data flooring system.
36. Provide Staff restrooms on each floor of multiple story buildings
37. Consider interior and exterior lighting schedule in BAS system. Motion sensors to comply with LEED.
38. Limit student access to roof.
39. Coordinate mechanical control systems with FCPS Project Manager
40. Specification format to be CSI Master.
41. Civil Engineer to discuss maintenance of Storm Water/Bio-Retention areas with FCPS staff.
42. Use Nevco model 7630 for Stadium scoreboards and Nevco model 2750 for Gymnasium scoreboards.

OUTLINE SPECIFICATIONS

The intent of this document is to establish guidelines for certain products listed herein to be used in construction projects for Frederick County Public Schools. These guidelines are not intended to mandate the use of specific products, but establish the level of expected quality, performance and life expectancy when products are specified. When requirements for a specific product are not offered, FCPS would rely on the Architect's professional expertise to write prudent specifications.

TABLE OF CONTENTS

DIVISION 0 – CONTRACT FORMS

00001	GENERAL
	A. The following is a list of FCPS standard contract forms to be included in the Project Manual. Obtain latest version of AIA and other documents <u>from the project manager</u> . FCPS has copyright privileges and in some cases AIA documents have been modified.
00010	INVITATION TO BID
00100	INSTRUCTIONS TO BIDDERS (AIA A701)
00110	SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
00120	QUALIFICATION OF SUBCONTRACTORS
00130	INSTRUCTIONS FOR PROPOSALS AND FORMS
00190	BID FORM OF PROPOSAL COVER SHEET
00200	FORM OF PROPOSAL
00210	REQUEST FOR BID TABULATIONS
00300	GENERAL CONDITIONS (AIA A201/CMA)
00310	SUPPLEMENTAL GENERAL AND SPECIAL CONDITIONS
	A. Include language that mandates completion of punch list items within a reasonable timeframe. Penalties or having work completed by other contractors should be considered.
00400	CONTRACT FORMS:
	A. Affidavit of Qualification to Bid
	B. Minority Business Enterprise Utilization Affidavit
	C. Minority Business Enterprise Request for Exception
	D. Bid Bond (AIA Document A310)
	E. Performance Bond and Payment Bond (AIA Document A312)
	F. Standard Form of Agreement Between Owner and Contractor (AIA Document A101 or A101/CMA for Construction Mgmt. Projects)

DIVISION 1 - GENERAL REQUIREMENTS

01000 GENERAL REQUIREMENTS

- A. Contractor, Subcontractors and all employees shall conform to all FCPS policies while on FCPS property, including but not limited to smoking and possession of weapons.
- B. Design of new facilities shall meet the requirements of ADA Guidelines.
- C. Provide specifications for state job sign including the names of the Board of County Commissioners and dedication plaques.
- D. Prime Contractors must have supervision on site when sub-contractors are working.
- E. Contractors to provide minimum 2-3 weeks notice when scheduling equipment demonstrations.
- F. Flooring contractors must protect terrazzo, wood, and resilient flooring in cafeteria, corridors and gymnasium with 1/4" plywood after installation.
- G. Standard warranty period to be 2 years beginning at completion of commissioning and receipt of O&M Manuals.

01100 SUMMARY

- A. Define the scope of work to include the following:
 1. Area of new construction.
 2. Area of renovated spaces.
 3. Area of demolition.
 4. Acreage of site.

5. Number of new classrooms.

01230 ALTERNATES

- A. Include the following list of ADD alternates where applicable:
 1. Food Service Equipment
 2. Teacher's Wardrobes
 3. Window Blinds
 4. Custodial and Food Service Personnel Lockers
 5. Fire Extinguishers (Cabinets shall be base bid.)
 6. Stage Curtains
 7. Ceramic Tile corridor walls in lieu of Paint
 8. Wood flooring in gym in lieu of Resilient (if applicable)
 9. Carpet in classrooms in lieu of VCT (if applicable)
 10. Terrazzo flooring in corridors in lieu of VCT
 11. Appliances
 12. Gym Equipment
 13. Kilns
 14. Media Center Casework
 15. Greenhouses (if applicable)
 16. Acoustical Wall Panels
 17. Irrigation piping to athletic field
 18. Artificial turf
 19. Polished concrete

01250 CONTRACT MODIFICATION PROCEDURES

1270 UNIT PRICES

- A. Include FCPS standard unit price schedule. Obtain latest version from the project manager.

01290 PAYMENT PROCEDURES

- A. Submit requisitions on Application and Certificate for Payment and Continuation Sheet(s) (AIA Documents G702 and G703).
- B. Contractor is advised to review rough draft of requisitions with Owner's agent(s) prior to submitting for approval.
- C. Requisitions shall be dated the last day of the month and cover the previous period. Contractor shall obtain all required signatures and deliver to the project manager not later than the 10th of the day of the following month.
- D. Copies of all required permits shall be submitted with the first requisition.

01310 PROJECT MANAGEMENT AND COORDINATION

- A. Architect/Construction Manager (see RFP requirements) shall conduct progress meetings every two weeks (or otherwise specified by FCPS) and distribute minutes to FCPS and Contractor(s) within 3 business days of the meeting.
- B. Meetings with FCPS may be held periodically throughout the construction phase as needed.
- C. Project records and documents to be managed with Project Management Software.

01320 CONSTRUCTION PROGRESS DOCUMENTATION

- A. Provide construction progress documentation as required by project manager.

01330 SUBMITTAL PROCEDURES

- A. Submit two reviewed copies of shop drawings to FCPS as well as those required by Architect and Contractor, (One set for FCPS inspector, one set for files.) or distribute submittals electronically using FCPS approved document management software.
- B. FCPS may require concurrent review of certain submittals.
- C. Contractor/Construction Manager shall number all submittals, develop a schedule to be submitted at commencement and maintain a submittal log.
- D. Samples of materials shall be provided at the request of FCPS.

01400 QUALITY REQUIREMENTS

- A. Contractor shall provide quality control coordination.
 - 1. Conduct pre-installation conferences as required by other sections of the Project Manual.
- B. FCPS will contract third party testing and inspection services for soil, concrete, structural steel, and fire proofing/fire blocking.
 - 1. Contractor shall notify inspection agency of when Contractor is ready for inspection.
 - 2. Contractor shall pay for reinspection services resulting from Contractor error or omission.

01420 REFERENCES

01500 TEMPORARY FACILITIES AND CONTROLS

- A. When a facility is to be occupied during construction, temporary fencing (6'-0" high minimum) shall be installed and maintained around construction and storage areas throughout the entire construction duration
- B. Temporary office facilities with utilities shall be provided for FCPS staff as required. Obtain requirements from the Project Manager.
- C. Provide temporary toilet facilities.
- D. Provide temporary water as required by NFPA and coordinate with the authority having jurisdiction.
- E. Coordinate the location of temporary trailers with FCPS.
- F. Provide temporary site access and circulation as required.
- G. Provide a building address sign visible from the street throughout the duration of construction.
- H. Provide temporary parking, bus loops and playgrounds as required to allow continued use of the building and site.
- I. Coordinate requirements for temporary utilities, heat and cooling with the project manager.

01600 PRODUCT REQUIREMENTS

01700 EXECUTION REQUIREMENTS

01731 CUTTING AND PATCHING

- A. In a project where a Construction Manager is employed, the CM shall coordinate cutting and patching requirements.

01732 SELECTIVE DEMOLITION

- A. FCPS reserves the right to claim all salvaged materials.
- B. All appropriate refrigerant recovery and disposal procedures shall be followed. Copies of reports shall be delivered to the project manager.
- C. Occupied portions of buildings shall be permitted to perform daily operations during selective demolition activities.
- D. All systems (new or existing) shall be maintained that support occupied portions of buildings during selective demolition activities.
- E. Hazardous materials will be removed by FCPS under separate contract.
- F. Building components wrongly demolished shall be returned to original condition at no additional cost to FCPS.

01770 CLOSEOUT PROCEDURES

- A. Contractor shall deliver a finished building cleaned by a professional cleaning agency approved by FCPS.
- B. Submit project closeout forms as required by FCPS.
 - 1. Certificate of Substantial Completion (AIA G704)
 - 2. Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
 - 3. Contractor's Affidavit of Release of Leans (AIA G706A)
 - 4. Consent of Surety of Final Payment (AIA G707)
 - 5. Use and Occupancy Permit as issued by the authority having jurisdiction.
 - 6. Evidence of closeout of all permits mentioned in section 01290.
- C. Complete catalog data for all equipment to be included in O&M Manuals.

DIVISION 2 - SITE CONSTRUCTION

02080 UTILITY MATERIALS

- A. Contractor shall coordinate all connections to utilities.
- B. Trench Marking Tape – Locator tape shall be placed above the pipe and placed approximately 18 inches below ground level.
- C. Trench Marking Wire – The Contractor shall install a minimum of 12-gauge solid copper with thermoplastic insulation recommended for direct burial, continuous for the entire length of utility laid. The Contractor shall secure the wire to the pipe by tape at intervals not greater than 12 feet. Wire connectors to be 3M DBR, or approved equal and shall be watertight and provide electrical continuity. It shall be accessible at all new water valve boxes, after meterboxes, fire hydrants, sewer manholes, sewer cleanouts, gas valves and gas meter risers as applicable to the utility line being installed.
- D. Provide as-built drawings for underground utilities.
- E. All materials to meet Frederick City or Frederick County Department of Utilities and Solid Waste Management Standards.

02300 EARTHWORK

- A. Excavation shall be unclassified (cost for removal of rock and importing suitable fill is included in the base bid) unless otherwise approved by FCPS. A copy of the geotechnical report shall be included in the Project Manual for Contractor use.
- B. Pitcher's mounds and base paths for baseball/softball fields shall contain proper sand/clay mixture. Provide "Beam Clay" mix for infields.
- C. Provide adequate drainage for playfields.
- D. Contractor shall schedule a pre-construction meeting with Frederick County Department of Public Works as required.
- E. Include removal of excavation spoils off site as part of base bid.
- F. Consideration should be given to underground irrigation systems for athletic fields and should be bid as alternates.
- G. Athletic fields (dimension/grading) – competition fields shall be designed in both dimension and grading according to National Federation of State High School Associates standards.
- H. Athletic fields (baseball/softball) - competition fields shall be designed in both dimension and grading according to National Federation of State High School Association standards.
- I. Athletic fields (drainage) – excess moisture shall be removed from the playing surface by surface run-off and/or through an installed internal drainage system.
- J. Specifications for excavation and earthwork shall be coordinated with recommendations of Geo- technical report.

02361 TERMITE CONTROL

- A. Provide for all new construction.

02510 WATER DISTRIBUTION

- A. The water meter should be located as close as possible to the property line.
- B. Follow Frederick County Department of Utilities and Solid Waste Management (DUSWM) Standard Specifications for the installation of water distribution systems. Obtain latest copy from DUSWM.
- C. Provide stub out connection for future irrigation waterline to athletic fields.

02511 HOT-MIX ASPHALT PAVING

- A. All paving including paved play areas, shall be heavy duty section, suitable for bus traffic/Transporting Portable Classrooms.
- B. Paved play areas shall be designed for overflow parking. Coordinate with emergency vehicle (permitter) access requirements.
- C. Frederick County Office of Life Safety prefers yellow paint on fire lane curbs.

02530 SANITARY SEWERAGE

- A. Exterior clean-outs shall be contained in 6" concrete slab flush with finished grade.
- B. Meet Frederick City or Frederick County requirements.

02630 STORM DRAINAGE

- A. Connect rain water leaders to storm system.
- B. Install fencing around all SWM ponds. Height of fence should meet the requirements of the adjacent housing development.
- C. Meet State/County requirements for design.
- D. Specify low maintenance ground covers.

02666 POND AND RESERVOIR LINERS

- A. Liners may be required in areas where sink holes are suspected. Frederick County Department of Public Works and jurisdictions should be consulted for requirements.

02751 CEMENT CONCRETE PAVEMENT

- A. Concrete sidewalks shall connect paved play areas to building.
- B. Curbs required for play and parking areas shall be concrete. Provide straight curbs at bus lanes.
- C. Design of concrete paving shall accommodate light-duty vehicle traffic.
- D. Provide 4" minimum crushed stone under all sidewalks.
- E. Stoops and sidewalks adjacent to buildings shall be designed to resist heaving resulting from frozen subgrade, and sloped to insure positive drainage away from building.
- F. Expansion joints in sidewalks shall be neoprene (w/"zip-strip") or other material that resists decay and shall be caulked.
- G. Provide sidewalk to flagpole.
- H. Provide minimum 6" concrete dumpster pads. Dumpsters shall not be placed on asphalt paving.
- I. Provide mowing strips at all fences and building perimeter where applicable.
- J. Provide ADA compliant sidewalk from major exits to playgrounds.
- K. See 01400 for requirements for the inspection of concrete.

02813 LAWN SPRINKLER PIPING

- A. Automatic sprinkler systems should be considered for athletic fields.

02821 CHAIN-LINK FENCES AND GATES

- A. All fence shall be knuckled top and bottom.
- B. Placement - Provide fence between play areas and adjacent roadways.
- C. Placement - Provide fence around all storm water management ponds.
- D. Installation (raised bottom) - Hold fence fabric up 1"-2" above grade (to augment string trimmers) Where no mow strips are required.
- E. Basic Fence Type – zinc-coated fence fabric with galvanized steel posts, rails, caps and Hardware.
- F. Preferred Fence Type – polyvinyl chloride (PVC) coated steel fence fabric with Vinyl-coated and factory-painted steel posts, rails, caps and hardware.
- G. Material requirements:
 - a. All fencing shall be made of 9 ga. Galvanized 2: mesh knuckle/knuckle wire.
 - b. All fence line post, top rail, bottom rail, bracing and corner post shall be schedule 40 galvanized pipe.
 - c. All corner will be 3" diameter, all line posts shall be 2" diameter and all top and bottom rails will be 1 5/8" diameter.
 - d. All fencing will be installed with top rail and tension wire with wire tied every 16" oc on the top.
 - e. All fencing above 8' will be installed with a middle rail tied every 16" oc.
 - f. All line post will be cemented into the ground with a minimum whole size of 9" diameter and 24" depth.
 - g. All post will be capped and space no more than 10 ft oc.
 - h. All gates 4-6' in length shall have 3" terminal post on both ends with bracing with minimum hole size 9" diameter and 30" deep filled with concrete (wet set).
 - i. All gates 6-13' in length shall have 4" terminal post on both ends with bracing with minimum hole size of 12" diameter and 30" deep filled with concrete.
 - j. All gates 13' and up shall have 6 5/8" terminal post on both ends with bracking with a minimum hole size of 12" diameter and 48" deep filled with concrete (wet set).

02900 LANDSCAPING

- A. High school athletic fields shall be designed to appropriate standards.
- B. Tree placement shall be adequate to accommodate a riding lawnmower (approximately 6'-0" o.c.)
- C. Provide latex or urethane track surfacing over asphalt paved running tracks.
- D. Softball fields shall have skinned infields and shall receive "Beam Clay" infield mix.
- E. Baseball infields shall receive "Beam Clay" infield mix.
- F. Consideration should be given to modular block retaining walls to eliminate steep slopes.
- G. Provide low maintenance ground cover on unavoidable steep slopes
- H. Require landscaping contractor to mow site until site acceptance.
- I. Trees shall be selected that are not subject to vandalism or infestation of pests or prone to litter (e.g. fruit-bearing trees).
- J. Establish turf on playfields as soon as schedule allows.
- K. Provide fine sand in long/triple jump landing pits.
- L. Preferred turf grass seed mixtures: 1) "Team Mates" seed mixture for general purpose around the schools and play areas at elementary and middle schools. 2) "Team Mates Plus" seed mixture for all completion and multipurpose fields. 3) "All Pro" transition blend seed mixture for all those outlying areas not mentioned above.

DIVISION 3 - CONCRETE

03300 CAST-IN-PLACE CONCRETE

- A. Provide concrete finish appropriate to specified floor finish.
- B. Provide air-entrained concrete for all exterior applications.
- C. FCPS will consider the use of admixtures as required.
- D. Minimum slab thickness is 5" per Maryland Department of General Services requirements.
- E. Level tolerances for concrete slabs (non-cumulative) shall be as follows:
 - 1. 1/8" in 10 feet for critical areas or where required for specified floor finish.
 - 2. 1/4" in 10 feet for all other slabs.
- F. See 01400 for requirements for the inspection of soils and concrete.
- G. Measure for F(F) and F(L) tolerances for floor in accordance with ASTM E 1155, within 48 hours after slab installation. Finish concrete to achieve the following tolerances.
 - 1. Exposed to View and Foot Traffic: Ff20 and F1 15.
 - 2. Slabs to be covered with Thin Floor Coverings (i.e., resilient flooring): Specified overall values of flatness, F(F) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17.
 - 3. Slabs to be covered with carpet and other slabs: Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20; with minimum local values of flatness, F(F) 20; with minimum values to flatness, F(F) 17; and of levelness, F(L) 15.
 - 4. Slabs to be covered with Wood Flooring, Resinous Flooring and Terrazzo; Specified overall values of flatness, F(F) 45 and of levelness, F(L) 35; with minimum local values of flatness, F(F) 30 and of levelness, F(L) 24.
 - 5. Slabs for Polished Concrete Floor Finish:
 - a. Bull-floated, smooth, pan-finish floor from edge to edge, with no rough areas.
 - b. Floor flatness number (FF); 50 (preferred); 45 (minimum).
 - c. Floor levelness number (FL); 35 (preferred) 30 (minimum).
 - 6. Provide control joint layout screed requirements for polished concrete as appropriate.

DIVISION 4 - MASONRY

04810 UNIT MASONRY ASSEMBLIES

- A. Sound block shall be incorporated into gymnasiums and cafeterias where appropriate.
- B. Provide the following flashing for masonry walls:
 - 1. Utilize stainless steel thru-wall flashing similar to "Mighty Flashing"
 - 2. Stainless steel or copper sheet for counter flashing.
 - 3. Base flashing for roof/wall connections is covered in Division 7.
 - 4. EPDM thru-wall flashing not allowed.

- 5. Do not use rope weeps.
- 6. Ensure all materials specified in masonry system are compatible.
- C. Reglets are not permitted. Provide through wall flashing in masonry assemblies.
- D. Stipulate NCMA low lift grout method only.
- E. All penetrations through masonry walls shall be flashed per NCMA guidelines. Architect shall clearly detail all conditions on the Drawings. FCPS inspector will monitor proper installation.
- F. Mortar nets should be considered to keep weeps clear.
- G. Provide 1" minimum clear airspace for cavity walls.
- H. Special consideration should be given to mounting heavy equipment (e.g. basketball backstops, transformers, large mirrors) to masonry walls. Expansion anchors should be avoided. Through-wall bolts with washers through grouted masonry should be detailed.
- I. Brick should be specified that has a low rate of absorption.
- J. Final masonry selections should be reviewed with FCPS prior to specification.
- K. Masonry control joints should be adequately detailed in the Construction Documents.
- L. The use of mortar admixtures will be considered.
- M. Standard masonry shapes should be used where possible.

04901 CLAY MASONRY RESTORATION AND CLEANING

- A. Consideration should be given to the condition of existing masonry during renovation projects.

DIVISION 5 - METALS

05120 STRUCTURAL STEEL

- A. See 01400 for requirements for the inspection of structural steel.
- B. Column grids should be as uniform as possible.
- C. The quantity of columns should be kept to a minimum, consistent w/economical spans.
- D. Required anchorage to structural steel should be detailed.
- E. Slope roof structure to obtain minimum slope of 1/4" per foot.

05210 STEEL JOISTS

- A. Slope roof structure to obtain minimum slope of 1/4" per foot.
- B. Coordinate spacing, web members and bridging to facilitate the installation of specific MEP items through and/or between joists where required.

05310 STEEL DECK

- A. Steel deck shall be galvanized, 20 gauge minimum.
- B. Penetrations through structural deck shall be kept to a minimum.
- C. Edges of metal deck shall be detailed and supported around openings.
- D. Perforated, acoustical metal deck should be considered to control sound, where exposed.

05400 COLD-FORMED METAL FRAMING

- A. Interior, non-load bearing, light gauge metal framing shall be 22 gauge minimum.
- B. Exterior or load bearing, light gauge metal framing shall be 18 gauge minimum.

05500 METAL FABRICATIONS

- A. Provide pipe bollards with door stop at all exterior doors.
- B. Exposed, exterior lintels shall be hot-dipped galvanized.

05511 METAL STAIRS

- A. Underside of stairs shall be finished/enclosed to prevent the accumulation of debris.
- B. Avoid cast-in-place and adhered stair treads/nosings.
- C. Provide one of the following non-slip, tread finishes for interior conc.-filled, metal pan-formed stairs.
 - 1. Pre-cast terrazzo.
 - 2. Cut stone (e.g. slate or granite)
 - 3. Safety rib stairtreads (alum. w/vinyl inserts)
 - 4. Line-X with appropriate sealer.

5. Broom finished stained concrete.

05530 GRATINGS

- A. Fiberglass grating should be considered in corrosive environments.

05721 ORNAMENTAL HANDRAILS AND RAILINGS

- A. Corrosion-resistant railing assemblies should be considered in corrosive environments.

DIVISION 6 - WOOD AND PLASTICS

06001 ROUGH CARPENTRY

- A. Coordinate requirements for fire-retardent treated wood with local codes.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07131 SELF-ADHERING SHEET WATERPROOFING

- A. Provide waterproofing, protection/drain board and drainage for all retaining walls.

07210 BUILDING INSULATION

- A. Placement of batt insulation directly over suspended ceilings should be avoided.
- B. Exposed insulation (to a plenum or otherwise) shall carry an FS-25 flame spread rating or be considered non-combustible as req'd by local code officials.
- C. Review soffit and column insulation details with FCPS Project Manager.

07311 ASPHALT SHINGLES

- A. Provide 40 year shingles with 30# asphalt felt (minimum) or waterproof membrane.
- B. Provide vented sheathing board as recommended by manufacturer where shingles are applied over stressed-skin or heavy wood decking.

07411 MANUFACTURED ROOF PANELS

- A. Provide 20 year NDL water-tightness and finish warranty.
- B. Provide snow retention system that does not compromise warranty.
- C. Finish shall be "Kynar 500", or equal.
- D. This system preferred for non-low slope roofs.
- E. Architect shall review roofing system with Project Manager prior to final selection of metal roofing system. A proprietary system shall be specified with two approved equals.
- F. Appropriate NRCA roofing details shall be incorporated into the documents.

07412 MANUFACTURED WALL PANELS

- A. Provide 20 year finish warranty.
- B. Finish shall be "Kynar 500", or equal.

07511 BUILT-UP ASPHALT ROOFING

- A. Provide 20 year NDL water-tightness warranty.
- B. Provide minimum ¼" per foot slope via sloped structure. Tapered insulation systems should be minimized.
- C. Hot asphalt work shall be done during times when the building is unoccupied.
- D. Built-up roof shall be 4 ply hot asphalt with Hypalon flashings set in elastomeric adhesive, 20-year NDL total system warranty.
- E. Include FCPS standard specification for built-up roofs into the documents. Obtain latest version from the Project Manager.
- F. Appropriate NRCA roofing details shall be incorporated into the documents.
- G. Ballast on BUR's to be as light as possible to reflect heat.
- H. Only pre-qualified roofers are able to bid FCPS projects. Verify pre-qualified roofers with FCPS Project Manager.

07620 SHEET METAL FLASHING AND TRIM

- A. Downspouts shall discharge directly into storm sewer. Rain water shall not be directed to ground adjacent to buildings. Downspout to storm sewer pipe connections shall be standard rubber/plastic and removable.
- B. Seal laps in flashing. Provide details for steps and end treatments of flashing.
- C. Finish shall be "Kynar 500", or equal (if color required).
- D. Copings and gravel stops for built-up roofs shall be "Tremco", or approved equal.

07720 ROOF ACCESSORIES

- A. Provide access to all roof areas via door and fixed ladder or stair. **Avoid the use of roof hatches.** Roof hatches, if provided, to have translucent acrylic dome.
- B. Provide safety cage for ladder access higher than 12 feet.
- C. Provide access ladders as appropriate to address differences in roof elevations.

07811 SPRAYED FIRE-RESISTIVE MATERIALS

- A. Use of spray-on fireproofing should be minimized.

07831 THROUGH-PENETRATION FIRESTOP SYSTEMS

- A. Meet certification requirements for sealing of penetrations as per UL/fire marshal requirements.
- B. Third party inspections shall be provided as directed by FCPS for compliance with specific listed assemblies. Reports shall be submitted to the office of the Frederick County Fire Marshal.
- C. Installers shall be certified system installers.

07920 JOINT SEALANTS

- A. Exposed construction joints shall be caulked.
- B. Joints between cabinets and walls shall be caulked.

DIVISION 8 - DOORS AND WINDOWS

08110 STEEL DOORS AND FRAMES

- A. Provide reinforcement in steel door frames for hardware installation.
- B. Throats of steel frames to be grouted or in contact with masonry shall be coated with asphalt emulsion.
- C. Steel doors shall be fabricated with closed top and bottom edges, flush as an integral part of door construction or by addition of steel channels with channel webs placed even with top and bottom edges.
- D. Stile and rail type steel doors are not permitted.
- E. Removable mullions are specified in section 08710.

08211 FLUSH WOOD DOORS

- A. Wood doors must be solid core. Hollow core doors will not be accepted.
- B. Quality Standards: Comply with NWWDA I.S.1-A, "Architectural Wood Flush Doors." And AWI's "Architectural Woodwork Quality Standards Illustrated."
- C. Specify premium-grade doors with veneers uniform in color (e.g. "select white" or "select red/brown").
- D. A full-size sample shall be delivered to the jobsite for approval by FCPS. Approved sample shall remain at jobsite for installation and comparison.

08305 ACCESS DOORS

- A. Specify sizes appropriate for required access for maintenance. Coordinate with Divisions 15 and 16.

08331 OVERHEAD COILING DOORS

- A. Factory-finished aluminum is preferred.
- B. Adequate egress/access doors should be provided to avoid integration with
- C. fire alarm. Check with local code officials for requirements.

08334 OVERHEAD COILING GRILLES

- A. Factory-finished aluminum is preferred.

08351 FOLDING DOORS

- A. Use of folding (bi-fold) doors should be minimized.

08361 SECTIONAL OVERHEAD DOORS

- A. Use of wood sectional doors should be minimized.
- B. Provide motorized operators for sectional overhead doors.

08410 ALUMINUM ENTRANCES AND STOREFRONTS

- A. Finish shall be anodized or "Kynar 500", or equal.
- B. Refer to section 08710 for hardware requirements.
- C. Frames and frame anchorage shall be appropriate to support heavy-duty doors.
- D. Provide a twenty-year finish warranty.
- E. Provide door thresholds and sweeps that minimize entry of vermin and water.

08520 ALUMINUM WINDOWS

- A. Finish shall be anodized or "Kynar 500", or equal.
- B. Provide automatic opening windows/shades for clearstories or windows above normal reach.
- C. Provide screens for all windows.
- D. Provide a twenty-year finish warranty.
- E. Provide heavy-commercial grade windows.
- F. Provide locks on operable windows.
- G. Fixed windows preferred, limit amount of operable windows per classroom.

08550 WOOD WINDOWS

- A. Wood windows shall have aluminum or vinyl exterior cladding. Aluminum finish shall be anodized or "Kynar 500", or equal.
- B. Provide screens for all operable windows.

08630 METAL-FRAMED SKYLIGHTS

- A. Minimize use of skylights. Clerestory windows should be considered where skylights are desired.

08710 DOOR HARDWARE

- A. Provide through-bolted attachment of closers to mineral core fire-rated
- B. doors. Provide steel back plates for closers.
- C. Provide through-bolted attachment of panic devices to wood doors.
- D. Locksets shall be Best "93K" extra-heavy-duty with 7-pin "Best" cylinders.
- C. Keying shall match FCPS standard.
- D. Provide continuous gear hinges at exterior, cross-corridor and fire-
- E. rated doors and doors over 3'-0"W or 7'-0"H.
- F. Provide butt hinges for other doors.
- G. Exit devices shall be Corbin-Russwin 5200 series, with square bolt and 900 series trim, or approved equal. Finish shall be US32D.
- H. Surface door closers shall be Corbin-Russwin DC2200, A11 or A12, or approved equal.
- I. Pulls and plates shall be stainless steel.
- H. Hardware templates shall be submitted with O&M Manuals.
- I. Provide ADA door operator at front entrance.
- J. Provide wall stops where possible. Provide floor stops at other locations.
- K. Provide weatherstripping, including floor sweeps for all exterior doors.
- L. Include applicable provisions of FCPS Finish Hardware Master Specification
- J. In the Project Manual. Obtain latest version from the Project Manager.

08800 GLAZING

- A. Provide safety glazing @ gymnasiums, locker rooms and lobbies and other potentially hazardous areas.
- B. Limit use of wire glass to that which is code-mandated.
- C. Provide low-e glass where possible.

DIVISION 9 - FINISHES

09200 TYPICAL FINISH SCHEDULE

<u>Item:</u>	<u>Base Bid:</u>	<u>Add Alternate:</u>
Classroom Floor	Polished Concrete	Collins & Airman Powerbond Carpet
Classroom Base	4" Vinyl/Rubber Cove	
Classroom Walls	Latex Paint	
Classroom Ceiling	Sq. Edge Acoust. Panels	
Administration Floor	Carpet	
Administration Base	4" Vinyl/Rubber Cove	
Administration Walls	Latex Paint	
Administration Ceiling	Sq. Edge Acoust. Panels	
Media Floor	Carpet	
Media Base	4" Vinyl/Rubber Cove	
Media Walls	Latex Paint	
Media Ceiling	Sq. Edge W/Drywall	Tegular W/Drywall
Gym Floor	Mondo Vulcanized Rubber	Wood
Gym Base	4" Vinyl/Rubber Cove	Vented Wood
Gym Walls	Latex Paint	
Gym Ceiling	Painted Acoust. Deck	
Cafeteria Floor	Polished Concrete	Fritz Tile/Marble Tile
Cafeteria Base	4" Vinyl/Rubber Cove	
Cafeteria Walls	Latex Paint	Ceramic Tile
Cafeteria Ceiling	Sq. Edge W/Drywall	Tegular Acoust. Panels
Computer Lab Floor	Carpet	
Computer Lab Base	4" Vinyl/Rubber Cove	
Computer Lab Walls	Latex Paint	
Computer Lab Ceiling	Sq. Edge Acoust. Panels	
Computer Lab MDF & IDF Closets	Sealed Concrete/Square Square Edge Acoustic panels	
Music/Band Floor	Carpet	
Music/Band Base	4" Vinyl/Rubber Cove	
Music/Band Walls	Latex Paint	
Music/Band Ceiling	Sq. Edge Acoust. Panels	
Corridor Floor	Polished Concrete	Epoxy Terrazzo
Corridor Base	4" Vinyl/Rubber Cove	Terrazzo Base
Corridor Walls	Latex or Alkyd Paint	Ceramic Tile
Corridor Ceiling	Sq. Edge Acoust. Panels	Tegular Acoust. Panels
Toilet Floor	Ceramic Tile	Ceramic Tile
Toilet Base	4" Vinyl/Rubber Cove	Ceramic Base
Toilet Walls	Latex or Alkyd Paint	Ceramic Tile
Toilet Ceiling	Painted Drywall	
Secondary Stairways	Stained Concrete or Linex	
Mechanical/Electrical Ceilings	No ceilings unless required by code	

09210 PLASTER

- A. Plaster use shall be limited and required approval of FCPS.
- B. Smooth (non-abrasive) finishes are preferred.
- C. Control joints shall be indicated in the Contract Documents.

09260 GYPSUM BOARD ASSEMBLIES

- A. Provide abuse-resistant, type "X" drywall in high traffic areas.
- B. Provide moisture-resistant drywall where required.
- C. Provide minimum 22 ga. metal studs @ 16 o.c.
- D. Provide solid blocking between studs as required for supporting construction (eg. for cabinets, visual display boards, etc...).
- E. Level 5 Finish not required.

09310 CERAMIC TILE

- A. Additional materials (1%) to be furnished to FCPS shall be of same lot and color number as was furnished for project.
- B. Limit shapes and colors to manufacturer's standard.
- C. Provide quarry tile floors and wall base in kitchen.

09400 TERRAZZO

- A. Corridor floors shall be poured-in-place 3/8" thick minimum epoxy terrazzo (add alternate).

09511 ACOUSTICAL PANEL CEILINGS

- A. Contractors to provide FCPS with 1% of ceiling tile and grid for attic stock (per the specifications) of the same lot and color as installed during the project.
- B. The primary ceiling tile for all areas shall be a 24"x48"x5/8" square edge lay-in fine fissured ceiling tile with Bioguard and Humiguard per Armstrong #1729 or USG Equal.
- C. An alternate ceiling tile may be considered at entrance areas, Media Centers and an accent tile shall be 24"x24"x5/8" square edge lay-in fine fissured ceiling tile with Bioguard and Humiguard per Armstrong #1728 or USG equal.
- D. All ceiling grid shall be 15/16" intermediate duty white in color as per Chicago Metallic 200 Series or Armstrong equal.
- E. All areas exposed to moisture shall receive vinyl-faced gypsum panels. (Vinyl Rock)

09640 WOOD FLOORING

- A. Utilize FCPS standard gymnasium line layouts. Obtain latest design from the Project Manager.
- B. Flooring system options should be discussed with the Project Manager.
- C. Provide #2 and better 1 1/2" wide maple with clear oil finish for gym floors where required-Robbins Air Channel Star or equal.
- D. Provide #3 hardwood, stained and sealed for high school stages, where required.
- E. Provide oil base finish for wood floors.
- F. Coordinate threshold requirements with door hardware specifications.

09651 RESILIENT TILE FLOORING

- A. Additional materials (1%) to be furnished to FCPS shall be of same lot and color number as was furnished for project.
- B. Floor finish shall be furnished by FCPS and applied by the Contractor. Obtain application requirements from the Project Manager.
- C. Provide flat substrate for VCT flooring to meet appropriate F (F) and F (L) requirements.
- D. Provide control joint inserts for VCT that correspond with concrete slab joints (eg. pre-compressed bitumen/acrylic impregnated sealing tape).
- E. Avoid use of VCT flooring in cafeterias.
- F. FCPS will provide floor finish. Contractor to apply 5 coats under the supervision of FCPS.

09653 RESILIENT WALL BASE AND ACCESSORIES

- A. Use of rubber stair treads should be avoided.
- B. Provide non-slip, stair treads that may be mechanically attached to concrete-

- filled, metal pan-formed stairs.
- C. Provide rubber cove base in lieu of vinyl.
 - D. Provide “walk-off” mats at entrances.

09680 CARPET

- A. Obtain FCPS list of approved carpet manufacturer’s from FCPS Project Manager.
- B. FCPS has acceptable Unit Price Contractor. (See Appendices)

09681 CARPET TILE

- A. Additional materials (Minimum 800 square feet) to be furnished to FCPS shall be of same lot and color number as was furnished for project.

09841 ACOUSTICAL PANELS

- A. Acoustical panels should be placed per recommendations of the manufacturer or an acoustics engineer.

09900 PAINTING

- A. Insert the following paint schedule:
 - 1. Concrete Masonry:
 - 1st Coat – Latex Block Filler
 - 2nd & 3rd Coat – Acrylic Latex Eggshell.
 - 2. Drywall & Plaster:
 - 1st Coat – Latex Primer
 - 2nd & 3rd Coat – Acrylic Latex Eggshell
 - 3. Interior Ferrous Metal:
 - 1st Coat – Alkyd Primer
 - 2nd & 3rd Coat – Alkyd Semi-Gloss
 - 4. Exterior Ferrous and Galvanized Metal:
 - High Performance Coating (See Section 09960)
 - 5. Clear Wood Finish:
 - 1st Coat – Stain/Sealer
 - 2nd & 3rd Coat – Polyurethane Satin Finish.
- B. Consider polymyx paint in high traffic areas.
- C. Paint piping in accordance with ANSI color code requirements.

09950 WALL COVERINGS

- A. Additional materials (1%) to be furnished to FCPS shall be of same lot and color number as was furnished for project.

09960 HIGH-PERFORMANCE COATINGS:

- A. Provide high-performance coatings for all exterior steel and galvanized steel as follows (or equal):
 - 1. Cleaner for removing foreign matter – International “GMA571” Cleaner
 - 2. 1st Coat – International “Interseal 670” Primer
 - 3. 2nd & 3rd Coat - International “Interthane 990HS”

DIVISION 10 - SPECIALTIES

10100 VISUAL DISPLAY BOARDS

- A. Provide 48”H nominal markerboards where possible. Minimize use of chalkboards.
- B. Visual display boards shall be mounted on aluminum standards to allow height adjustments.
- C. If markerboards are required in gymnasium, omit or provide recessed tray.
- D. Specify white marker boards for visual display boards unless otherwise directed.

- E. Provide sliding, by-passing marker boards for science labs.
- F. Require caulking to meet Health Department requirements.
- G. Coordinate installation of utilities and space to accommodate FCPS provided electronic interactive boards.
- H. See FCPS PM for installation of digital display boards.

10155 TOILET COMPARTMENTS

- A. Toilet compartments shall be stainless steel, phenolic resin or other approved, vandal-resistant material.
- B. Wall brackets shall be full-height and all hardware shall be institutional grade with piano hinges and continuous wall cleats/brackets.

10200 LOUVERS AND VENTS

- A. Provide pre-finished, aluminum louvers with birdscreens where louvers are required.
- B. Minimum louver sizes shall be determined by the MEP engineer and shall be clearly identified in the Contract Documents.

10265 IMPACT-RESISTANT WALL PROTECTION

- A. Cermic tile is preferred in corridors.
- B. Provide vinyl or metal corner protection as required.

10350 FLAGPOLES

- A. Provide light on flagpole.
- B. Provide one (30') flagpole for new buildings.
- C. Provide sidewalk to and around flagpoles.

10425 SIGNS

- A. Obtain latest signage standards from the Project Manager.
- B. Provide bronze dedication plaque in lobby per state requirements.
- C. Provide ADA, acrylic panel sign for each interior door. Fixed room number
- D. should be included on each sign with slot for changeable insert for room name. Room numbers on drawings shall match those ultimately used for the building.
- E. Provide painted, plywood construction sign to be erected on-site for the
- F. duration of construction. Include building address which is visible from street.
- G. Provide a permanent, lighted exterior building identification sign.
- H. Meet local Fire Marshal requirements for signage.

10505 METAL LOCKERS

- A. Coordinate sizes and configuration with FCPS. Provide lockers appropriate for the function served (eg. staff, student, team lockers).
- B. Provide lockers to receive padlocks furnished by FCPS.
- C. Require caulking to meet Health Department requirements.

10520 FIRE-PROTECTION SPECIALTIES

- A. Fire extinguisher cabinets shall be recessed or semi-recessed.
- B. Provide lexan or other non-breakable vision panels.
- C. Fire extinguishers shall be included in the Contract as an add alternate per state requirement.

10651 OPERABLE PANEL PARTITIONS

- A. Provide folding partitions on stage for future instructional use.
- B. Finished surfaces shall be hard, vandal-resistant.
- C. Heights should be limited to 13'-9" where possible.
- D. STC ratings and surrounding construction should be appropriate to application, but no more than 48.

10801 TOILET AND BATH ACCESSORIES

- A. Specify institutional hardware, full-length hinges, wall brackets, etc.
- B. Contractor to install owner provided soap dispensers, and paper towel dispensers. FCPS to provide and install toilet paper dispensers. Obtain specifications from FCPS Project Manager. A/E to coordinate design.
- C. Provide paper towel dispenser for each classroom with a sink.
- D. Obtain list of Owner-furnished/standard toilet accessories from Project Manager.
- E. Require caulking to meet Health Department requirements.
- F. Specify 9" double roll toilet paper dispensers. Coordinate location in toilet stall to avoid door.
- G. Coordinate locations of toilet paper dispensers with local inspectors.
- H. Provide electric hand dryers in gang toilet rooms and elementary primary school toilet rooms.

DIVISION 11 - EQUIPMENT

11063 STAGE CURTAINS

- A. Stage curtains shall carry a U.L. label.

11132 PROJECTION SCREENS

- A. Provide solid blocking (fire-retardant-treated where required) for mounting of projection screens.
- B. Projection screens to be 72" high x 96" wide.
- C. Coordinate location of projection screens with fire alarm devices, visual display boards, lights, etc...
- D. Provide projection screens at locations as directed by design team.

11150 PARKING CONTROL EQUIPMENT

11160 LOADING DOCK EQUIPMENT

- A. Provide 18" dock height unless otherwise specified.
- B. Provide steel edge angle/channel for protection.
- C. Provide dock bumpers.
- D. Docks should be sized to accommodate loading equipment (eg. pallet jack) and trash removal.

11172 WASTE COMPACTORS

- A. Waste compactors should be considered at high-volume facilities.

11400 FOOD SERVICE EQUIPMENT

- A. Automated accountability (cash register) system shall be connected to the office of the food service manager for monitoring purposes.
- B. Provide floor drains/sink for all drainable equipment. Provide sump pumps where req'd.
- C. Locate equipment to maintain site lines from prep areas to serving line.
- D. Provide water conditioning systems for water heating equipment.
- E. Provide automatic utility shut-off connected to fire suppression system as required.
- F. Obtain list of required food service equipment from Project Manager.
- G. Kitchen Steamers
 - 1. Install a remote shut-off switch (not within easy reach of students)
 - 2. Install electrical shut-off to provide positive de-energizing during lock-out/tag-out
 - a. lockable disconnect, if hard-wired
 - b. lockable lock-out/tag-out cover, if plug-n
- H. Kitchen walk-in boxes to include door latch to accommodate Best pad lock. (To Be provided by owner).

11451 RESIDENTIAL APPLIANCES

- A. Coordinate utility connections for Owner-furnished appliances.
- B. Provide one ADA station for food labs.
- C. Provide fire suppression system for all ranges (including residential) as required by the Frederick County Fire Marshal's Office.
- D. Coordinate power requirements for all small kitchen appliances.
- E. Provide residential washer and dryer in Custodial and Food Services Areas.

11500 MISCELLANEOUS SCHOOL EQUIPMENT

- A. Provide heavy-duty, fixed metal shelving units in storage rooms.
- B. Wall-mounted basketball backstops shall be through-bolted, into masonry with steel back plates concealed in wall cavity.
- C. Provide bike racks.
- D. Utilize FCPS playground specification. Obtain latest copy from Project Manager.
- E. Provide motorized gym divider curtains.
- F. Coordinate requirements for inserts in gym floors.
- G. Install safety straps on basketball backboards.
- H. Provide Techer mailboxes in Administrative Area. Provide additional mailboxes when adding capacity to an existing building.

DIVISION 12 - FURNISHINGS

12345 MANUFACTURED CASEWORK

- A. Provide epoxy resin countertops and sinks for science labs.
- B. Wall cabinets shall be 15" deep minimum.
- C. Provide wire trough and grommets for computer stations.
- D. Coordinate locking requirements with FCPS.
- E. Provide teacher's wardrobe for each classroom.
- F. Coordinate power and data requirements with all casework.
- G. Provide fixed pedestals or curbs beneath media center book stacks to
- H. facilitate future carpet replacement or provide book stacks on casters.
- I. Provide one HC work station in each laboratory.
- J. Provide plastic laminate classroom/office countertops for casework. Add alternate for solid surface countertops.
- K. Specify plywood substrate with waterproof glue on plastic laminate countertops.
- L. Provide means of ventilation behind casework on exterior walls.

12510 LOUVER BLINDS

- A. Do not specify blinds for doors.
- B. Provide motorized operation for blinds out of reach.

12610 EXTERIOR FIXED AUDIENCE SEATING

- A. Exposed earth is not permitted beneath bleachers.

12620 INTERIOR FIXED AUDIENCE SEATING

- A. Provide aisle egress lighting in auditoriums as required.
- B. Coordinate requirements for tablet arms at fixed seating with FCPS.
- C. Provide hard-backed auditorium seating.

12690 FLOOR MATS AND FRAMES

- A. Provide removable floor mats at primary entrance doors u.n.o.
- B. Concrete slab beneath mats shall be sealed with an opaque sealer.

12760 TELESCOPING STANDS

- A. Seating over four tiers shall be motorized.
- B. Coordinate location with gym equipment.

DIVISION 13 - SPECIAL CONSTRUCTION

13200 FUEL STORAGE TANKS

- A. Above-ground tanks are preferred where space permits.
- B. Provide man-ways for underground tanks for service.
- C. Provide remote fill (At curb) where tanks are inaccessible to delivery trucks.

- D. Locate above ground oil storage tanks on "Official Site Plan."
- E. Contractor to meet permit and registration requirements.

DIVISION 14 - CONVEYING SYSTEMS

14240 HYDRAULIC ELEVATORS

- A. Contractor shall notify the State inspections office 6 months prior to calling for inspections of elevator.
- B. Elevators shall be key-operated. Cylinders shall be removable to match FCPS standard.
- C. A telephone shall be provided.
- D. Finishes shall be durable and vandal-resistant.
- E. FCPS prefers "Holeless" hydraulic elevators.

DIVISION 15 - MECHANICAL

15010 GENERAL MECHANICAL

- A. Provide a radon gas evacuation system in all new schools and as required by specific conditions. Existing radon conditions will be provided by FCPS upon request.
- B. Mechanical equipment should be located in mechanical rooms or penthouses. Roof top units should be avoided, if possible. Provide ladder access/catwalks for roof-mounted equipment. Where required for safe service.
- C. Provide waterproofed, concrete curbs to contain penthouses.
- D. Provide housekeeping pads for all equipment.
- E. Provide area for access for maintenance and general replacement of equipment (e.g. boilers and water heaters).
- F. Provide protective device covers (e.g. for sprinkler heads and thermostats) in gymnasiums and other areas of high levels of activity or subject to abuse.
- G. Locate vent stacks away from fresh air intakes. Direction of prevailing winds should be considered.
- H. Provide access panels to all mechanical equipment (e.g. VAV boxes, fire dampers, coils, etc...) to facilitate maintenance. Provide access doors for ducts to facilitate maintenance.
- I. Design HVAC and plumbing systems (e.g. boiler and chilled water piping) to allow for future expansion as defined by the Ed Spec.
- J. Provide hot/cold water and floor drains in all mechanical rooms to allow for washing of room and equipment.
- K. Provide a minimum 2 year parts and labor warranty and an additional mfr. standard 3 year parts warranty for all cooling and refrigeration compressors.
- L. Provide high quality pressure and temperature gauges on suction and discharge sides of applicable HVAC equipment
- M. Contractor shall maintain filters during construction and replace all air filters after Substantial Completion and provide one extra set at Final Completion.
- N. All HVAC units with hot water coils shall be protected by freeze stats.
- O. Contractor shall notify FCPS to arrange for State inspections 30 days prior to calling for inspection of pressure vessels.
- P. Provide HVAC/ATC commissioning, air and water balance specifications.
 - 1. Include FCPS standard guidelines and checklist in the Project Manual.
 - 2. Commissioning and inspections shall be performed by a third party hired by FCPS. Third party inspector will:
 - a. Review A/E's design.
 - b. Conduct inspections of systems during construction.
 - c. Verify that all systems perform properly after Substantial Completion and after Owner Occupancy.
 - 3. GC shall provide videotaped, demonstration for FCPS maintenance staff with factory representatives present.
 - 4. GC shall deliver MEP punch list to Architect prior to calling for Final Inspections.
- Q. Specify auxiliary drip pan under equipment with drain over wood floors, etc.
- R. Drinking fountains in gymnasiums over wood floors are not permitted.
- S. Include water treatment systems as required for open & closed loop piping.
- T. Provide multiple hot water heaters.
- U. Coordinate manufacturer of Mechanical Equipment with FCPS Project Manager.
- V. Provide integral overhead crane in selected mechanical areas.
- W. Provide roll-up doors to mechanical spaces to accommodate cleaning of boiler/chiller tubes and large items.
- X. Provide adequate lighting in mechanical rooms.
- Y. Provide backwater valves in accessible locations.

- Z. Require mechanical contractors to video tape sanitary sewer lines during and after construction.
- AA. Provide sub-meter for athletic field irrigation systems.
- BB. Provide interlock between art room kiln operation and ventilation to insure that kiln will not operate without ventilation.
- CC. FCPS encourages the Mechanical Engineer to pay particular attention to heating peripheral areas of the building.
- DD. Specifications to address Annotated Code of Maryland requiring that all pipes, pipe fittings, plumbing fittings, or fixtures used to dispense water for Human consumption meeting the requirements for lead-free materials.
- EE. Provide floor drains and water spigots in all restrooms to facilitate cleaning.
- FF. Provide carbon monoxide detectors and warning systems where fuel fired equipment is used.

15110 PIPE AND PIPE FITTINGS

- A. Provide water treatment systems as required for open and closed loop piping.
- B. Provide manual air vents at high points in heating/cooling piping and consider central system "Spirovent" type air separator.
- C. Waste piping for science classrooms shall be acid resistant.
- D. Provide plaster traps, installed to facilitate maintenance for art room sinks.
- E. Provide backflow preventers to protect domestic water supply lines.
- F. Provide dielectric unions @ all ferrous to non-ferrous connections.
- G. Provide oversized saddles/hangers to accommodate pipe insulation.
- H. Provide black iron for all fuel oil piping.
- I. Roll-groove (Victaulic) piping acceptable for heat & chilled water lines.
- J. Avoid designing water piping in exterior walls.

15120 VALVES, COCKS AND FAUCETS

- A. Provide isolation valves
 - 1. for HVAC equipment to facilitate maintenance.
 - 2. for control valves, pressure gauges and thermometers to facilitate future replacement.
 - 3. to zone building to facilitate maintenance of various systems.
- B. Provide isolation valves for ATC valves, thermostats, and pressure gauges for maintenance and replacement.
- C. Provide frost proof hose bibs on roof for mechanical equipment maintenance.
- D. Provide ball valves 1-1/2" and smaller.
- E. Shower heads shall be adjustable – not fixed.
- F. Provide isolation valves for domestic/heating lines at appropriate locations to facilitate maintenance.
- G. Maintenance Department to provide direction on preferences for valves.

15180 INSULATION

- A. Size insulation thickness per ASHRAE.
- B. Provide protection for external pipe insulation (UV and damage).
- C. Provide ADA fixtures, trap and supplies with preformed, PVC jacketed insulation.
- D. Cover all pipe fittings with preformed PVC jacketed covers (Zeston).

15190 DUCT INSULATION

- A. Use of internal duct liners should be avoided.
- B. Conditioned air ducts shall be insulated per ASHRAE.
- C. Rigid, board insulation should be considered in high-abuse areas.

15400 PLUMBING

- A. Contractor shall provide water for pressure testing in the event that the
- B. permanent water source is not available.
- C. Rain water leaders shall discharge directly into storm sewer. Rainwater shall not be directed to ground adjacent to buildings.
- D. Kitchen sinks and washing equipment shall be supplied with water at temperatures mandated by the authority having jurisdiction.
- E. Provide recirculating pumps for domestic hot water systems.
- F. Provide point of use water heaters for summer use.
- G. Provide central trap primers by area.

- H. Provide water treatment systems for Boiler, Tower Chiller and well systems.
- I. Provide trap primers in gang showers.
- J. Provide water softeners where appropriate.

15420 STORAGE TANKS

- A. Enclose mechanical courtyards (that may contain tanks) with appropriate screen wall.
- B. Provide manway for all underground tanks.
- C. Above-ground tanks shall be double-wall, vaulted with concrete.
- D. Cylindrical tanks are preferred.
- E. Provide appropriate ladder access for tanks.
- F. Domestic water tanks shall be suitable for potable water.
- G. Underground fuel tanks shall be installed per MD EPA and FCPS standards.
- H. Provide expansion tanks on domestic hot water system.
- I. Provide specification requiring contractor to procure appropriate tank permits.

15450 PLUMBING FIXTURES AND TRIM

- A. Drinking fountains are prohibited above wood flooring.
- B. Wall-mounted water closets are preferred for elementary schools; floor mounted for secondary schools.
- C. Final selection of specific water closets shall be discussed with FCPS.
- D. Separate EWC's are preferred over combination ADA types.
- E. Provide floor sinks in custodial closets to accommodate floor machines.
- F. Specify automatic flush valves for toilets.

15470 IRRIGATION SYSTEM

- A. Consult with FCPS for specific system requirements.
- B. Bid irrigation systems as an add alternate.
- C. Exterior hose bibs to have integral back flow preventors.

15550 SPRINKLER SYSTEMS

- A. Provide frost-proof heads in areas subject to freezing.
- B. Provide removable escutcheons for sprinkler heads.
- C. Drains shall be directed to exterior of building.
- D. Sprinkler system zoning shall match fire alarm zones.
- E. Sprinkler piping should not limit access to mechanical equipment for Maintenance.

15600 HEAT GENERATION

- A. Prefer hydronic boilers.
- B. Prefer multiple boilers.
- C. Specify "CSD-1" compliance.
- D. Include specifications for the fuel-burning permit.
- E. Verify need with FCPS for dual fuel capability.
- F. Consult with FCPS Maintenance Department staff to determine extent of training required for diagnostic equipment.

15700 LIQUID HEAT TRANSFER

- A. Prefer base mount pumps.
- B. Provide standby pump with lead lag control.
- C. Four (4) pipe systems preferred.
- D. Expansion Tanks
 - 1. Provide with site glass.
 - 2. Provide means to add air to tank.

15750 CHILLERS

- A. Prefer multiple refrigeration compressors (semi hermetic).
- B. Prefer multiple refrigeration circuits.
- C. Determine water-cooled vs. air cooled by LCCA.
- D. Obtain list of acceptable refrigerants from FCPS Project Manager.
- E. Provide adequate tube pull clearance.
- F. Provide ASHRAE 15 compliance.

- G. Prefer multiple chillers or multiple circuit chillers.
- H. FCPS prefers Glycol in chilled water loops for freeze protection in air cooled chillers, where required.

15765 ENERGY RECOVERY UNITS

15850 DUCTWORK

- A. Provide ducted returns. Plenum ceilings are not permitted.
- B. Exposed, exterior ducts should be avoided.
- C. Corrosion-resistant ducts shall be used in wet areas and for fume hoods.
- D. Air velocity with regards to acoustics should be considered.
- E. Seal all ductwork.

15855 AIR AND WATER BALANCE

- A. Consider as separate contract with Owner.
- B. Incorporate pre-design air and water balance survey data into renovation and replacement contract documents.
- C. Incorporate air and water balance capability report into contract documents.

15860 EXHAUST FANS

- A. Coordinate accessibility with design team.

15870 PACKAGED EQUIPMENT

- A. Provide split DX cooling units for interior computer labs, server rooms, phone and data closets and other spaces in building as required that need individual temperature/humidity control separately from central chiller.
- B. Consider DX and chilled water coils for media and office compressors.
- C. Provide multiple refrigeration circuits and compressors.
- D. Provide freeze protection methods (pumps, ATC, etc.).

15880 REGISTERS, GRILLES, DIFFUSERS

- A. Prefer RGD's mounted in layin panels.
- B. Provide heavy-duty type in potential abuse areas.
- C. Provide large exposed overhead RGD's with safety chain.

15900 AUTOMATIC TEMPERATURE CONTROLS/EMS

- A. Prefer DDC overlay with pneumatic operators.
- B. Consider existing Cluster control system.
- C. Review monitoring points with Frederick County Public Schools.
- D. Prefer EMS system with graphic software.
- E. Specify system with computer and software for Owner remote phone use.
- F. The control system of existing buildings within the cluster should be considered.
- G. Coordinate with electrical engineer to provide administrative network drop in secure location for FPCS operation of EMS. IP address will be provided by FCPS Tech Services Department. FCPS will provide PC for Communication compatible with control system.

15901 ENERGY MANAGEMENT SYSTEM (EMS)

15904 VARIABLE FREQUENCY DRIVES

- A. Consider VFD control of AHU's and pumps, where practical.
- B. Provide Laser Alignment of VFD pumps.

15910 ADJUSTABLE FREQUENCY DRIVES (AFD)

DIVISION 16 – ELECTRICAL

16010 GENERAL PROVISIONS

- A. Provide protective covers for clocks, lights, speakers, motion detectors, fire alarm A/V devices, thermostats, and other electrical devices in gymnasiums.

- B. Provide adequate electrical receptacles for in mechanical spaces and roof for maintenance use. Installations shall avoid penetrations in roof and shall be powered separately from rooftop equipment.
- C. Provide capacity in telephone, data network, public address, power and fire alarm systems for future portable classrooms. "Stub out" utilities to future portable classroom location(s).
- D. Provide weatherproof outlets near exterior and rooftop HVAC equipment.
- E. The telephone system and associated UPS shall be powered by the generator (if one is on site). Coordinate connections with PA system.
- F. Provide duplex receptacles in corridors to accommodate custodial equipment (40' maximum spacing).
- G. Provide split DX cooling units for interior computer labs, server rooms, phone and data closets and other spaces in building as required that need individual temperature/humidity control separately from central chiller.
- H. Electrical panel locations should not limit the intended use of a space. Dedicated electrical closets should be considered.
- I. All food service equipment shall have a separate electric sub-meter. The meter shall be located to facilitate access by the maintenance staff.
- J. Provide access panels for electrical devices as required.
- K. Provide Arc-Flash ratings for electrical equipment per NFPA 70E and associated requirements. ARC-Flash and short testing results to be provided at Substantial Completion.
- L. Provide phase-loss protection for all 3-phase motors. The phase loss protection shall be located at the motor starter.
- M. Coordinate requirements for spare conduits with utility companies and FCPS. Spare conduits shall be provided for all electric services, telephone services, future lighting at high school athletic fields, between buildings at multi-building facilities and as requested by FCPS.
- N. All rooms containing transformers and heat producing equipment shall be ventilated.
- O. Assure that all electrical assemblies are UL rated.
- P. Use cast iron floor boxes in slab on grade applications, or where moisture may be present.
- Q. Provide electrical circuits to charge computer on wheels (COW) carts.
- R. FCPS Project Manager to provide utility support requirements for Promethean Short Throw Project Screen.
- S. Include providing utilities for Promethean Short Throw Project Screens in Construction Contract.
- T. Advise FCPS on code requirements for Tamper-Proof receptacles.

16100 BASIC MATERIALS AND METHODS

- A. Device plates (including ones for hanging phones) shall be brushed stainless steel.
- B. Exposed MC cable is not permitted.
- C. Minimum conduit size is ¾".
- D. Conduit shall be used for branch circuits from the panel board to the first item fed on the circuit. Conduit or MC cable may be used for the remainder of the circuit. Conduit installed in walls and above ceiling is preferred in lieu of below slab for branch circuits.
- E. All wiring for circuits 100 Amp and under shall be copper. Circuits over 100 Amps may be either aluminum stabiloy or copper.
- F. "J" hooks tray above corridor ceilings is the preferred method of support for data, public address, and TV cables.
- G. Color code outlets that are on the emergency generator (red).
- H. Provide engraved receptacle covers. Coordinate numbering sequence with FCPS Project Manager.

16110 FIRESTOPPING

- A. Refer to section 07841.

16130 TRENCHING AND BACKFILL

- A. Provide metallic tracer caution tape for underground conduits.

16400 SERVICE AND DISTRIBUTION

- A. Disconnects shall be heavy-duty type.
- B. Cutler-Hammer or Square D are the preferred manufacturers of panel boards.
- C. The electrical service shall be designed for planned future additions, plus 30% additional capacity.
- D. Provide a minimum of 6 spare breakers and 6 spaces in each branch circuit panel.
- E. All Distribution Panels shall have a minimum of 4 prepared spaces and 2 spare 3 pole breakers. The designer shall consult with FCPS for requirements for additional breakers.
- F. The underground conduits, pads, metering facilities, etc shall be designed and meet all local power requirements.
- G. Transient Voltage Surge Suppression shall be provided on the main electrical service and branch panels feeding electronic equipment.

- H. Provide disconnect for power company at solar photovoltaic panels that backfeed power grid.

16410 UNINTERRUPTIBLE POWER SYSTEM

- A. Provide a rack mounted UPS for all data network equipment racks.
- B. Coordinate with FCPS Tech Services Department for additional requirements

16450 GROUNDING

- A. Consult with FCPS Tech Services Dept. for special grounding requirements

16455 LIGHTNING PROTECTION SYSTEM

- A. Specified protective devices on lightning rods in high traffic roof areas.
- B. Provide protection caps for lightning rods near walkways and service areas.
- C. Lightning protection systems shall be bid as an alternate.

16500 LIGHTING

- A. Coordinate types of lighting fixtures specified with Frederick County Public Schools Energy Coordinator.
- B. All light fixtures shall be located in a manner as to allow maintenance and lamp replacement.
- C. Where fluorescent lights are used for night lights (this includes fixtures powered by the emergency generator), the fixtures shall have a maximum of 1 or 2 lamps connected as night lights.
- D. Corridors and gang toilets shall be controlled by key operated switches.
- E. Outdoor light control shall be as follows:
 - 1. Building mounted security lights shall be controlled dusk to dawn.
 - 2. Parking lot night lights (approx. ¼) shall be controlled dusk to dawn.
 - 3. Parking lot general lighting shall be zoned by location to allow maximum control flexibility.

An electronic programmable astronomical time clock is preferred. Provide manual override controls.

- F. All outdoor lights shall be sharp cutoff type.
- G. Use of ground mounted flood lights to accent the building shall be minimized. Use ground mounted lights for flagpoles/signs only.
- H. Light poles and pole mounted fixtures shall be anodized aluminum.
- I. Industrial art areas and shops shall utilize industrial high efficiency fluorescent light fixtures.
- J. Computer labs shall have recessed parabolic light fixtures.
- K. Gym fixtures shall be T5HO with shall have wire guard and safety chains.
- L. Designer shall minimize different lamp types throughout the building.
- M. Utilize motion detectors/to control lighting infrared sensors.
- N. Divide lighting in classrooms, corridors, gyms, cafeterias and auditoriums into sections that can be turned off for energy efficiency.
- O. Provide infrared sensors in classrooms storage rooms, and closets to control lights.
- P. Specify high-bay fluorescent lights in gymnasiums, cafeterias and other high-bay areas.
- Q. Provide dust covers for pendant lights.
- R. Locate exterior lighting to discourage insects at doors.
- S. Daylight harvesting shall be used in all building spaces with windows.
- T. Provide emergency lighting in restrooms.

16550 STAGE LIGHTING AND DIMMING SYSTEM

System requirements shall differ for Elementary/Middle and High Schools.

- A. Requirements for Elementary/Middle Schools are as follows:
 - 1. The Design shall meet "The Facilities Guide for Fine Arts Programs" as per the State of Maryland requirements.
 - 2. Provide a dimmable lighting system for both stage and "house" lighting. The stage should have a minimum of three rows of dual circuit track lights and a fourth row on the cafetorium side of the proscenium wall. Each row of two circuit track lights shall be on two separate dimmable circuits. The light fixtures shall be furnished with color gels of adequate lighting. lights should be provided in the cafetorium which are connected to the dimming system as a separate dimming zone.
 - 3. Separate incandescent multiple colors (red, green, blue, amber, etc.) and should utilize PAR lamps as required for adequate lighting.
 - 4. Night lights in the cafetorium should be arranged to be able to be turned off in a code approved manner during performances.
 - 5. The system dimmers should be contained in a lockable wall mounted enclosure. The dimming system should have controls which allow each dimming circuit to be easily manually set at either of the two recessed lockable wall controllers. The wall controllers should have at least four programmable preset settings.

B. Minimum requirements for Stage and Auditorium Lighting at High Schools.

1. Provide a basic "theatrical" dimmable lighting system for both stage and house lighting. The dimming system shall have wall controls with multiple presets at all main entrances and on the stage.
2. Use of a movable distributed dimming system is preferred.
3. The system shall be commercial grade and shall have a programmable console main controller located in the projection booth. The console shall have the capability of storing programs for shows on computer disks.
4. The projection booth shall have dimmable lights.
5. The stage light fixtures shall be commercial grade with twist lock connectors. Supports shall be round pipe type. Make provisions (such as catwalks and motorized hoists) to safely aim the stage lights. Fixtures shall be equipped with Safety Chains.
6. Separate incandescent lights should be provided in the auditorium which are connected to the dimming system as a separate dimming zone. Separate fluorescent fixtures may be used for lectures and cleaning.
7. Night lights in the auditorium should be arranged to be able to be turned off in a code approved manner during performances.
8. Provide color gels for stage lights.
9. Dimming systems shall be provided for the TV Studio and Drama Rooms.
10. Do not specify Jeamar Winches. FCPS Maintenance Department staff have project experience with this manufacturer.
11. Install motorized winches on all lighting battens.
12. Consider the use of LED house lighting for energy efficiency and life of lamps.
13. Make provisions to access theatre lights for regular maintenance.

16610 CAFETERIA SOUND SYSTEM (K-12 SCHOOLS)

- A. A cafeteria and/or stage sound system should be provided for the stage and cafeteria, as applicable. The system should be housed in a lockable wall cabinet located on the stage and should include a automixer, amplifier, CD player and I-PAD/MP3 input to CD player. Microphone outlets should be provided in the cafeteria, on the stage and at the stage ceiling. Two wireless microphones should be provided. Speakers should be selected to provide a clear audible voice reinforcement of the program material throughout the cafeteria. An assistive hearing system should be provided as per ADA.
- B. The cafeteria sound system shall be interconnected to the school sound system to deactivate during an emergency All-Calls and reproduce the All-Call within the cafeteria.
- C. Activation of fire alarm system shall turn off power to the sound system.
- D. Provide 8-line minimum microphone mixer. Provide XLR and ¼" connectors.

16651 GYMNASIUM SOUND SYSTEM (K-12 SCHOOLS)

- A. A gymnasium sound system should be provided for the gym. The system should be housed in a lockable wall cabinet. The system should include a amplifier, CD player and I-PAD/MP3 input to CD player. Microphone outlets should be provided in the gym and gym office. Two wireless microphones should be provided. Speakers should be selected to provide a clear audible voice reinforcement of the program material throughout the gym. Speakers shall be protected from damage from balls. An assistive hearing system should be provided as per ADA.
- B. The gymnasium system should be interconnected to the school sound system to deactivate during an emergency All-Calls and reproduce the All-Call within the gym.
- C. Activation of fire alarm system shall turn off power to the sound system.

16652 GYMNASIUM SOUND SYSTEM (9-12 SCHOOLS)

- A. A gymnasium sound system should be provided for the gym. The system should be housed in a lockable wall cabinet. The system should include a amplifier, mixer, inputs from program sources, CD player and I-PAD/MP3 input to CD player. Microphone outlets should be provided in the gym, scorers table, press box and gym office. Additional locations shall be coordinated with the FCPS Design Team staff. Two wireless microphones should be provided. Speakers should be selected to provide a clear audible voice reinforcement of the program material throughout the gym. Speakers shall be protected from damage from balls. An assistive hearing system should be provided as per ADA.
- B. The gymnasium system should be interconnected to the school sound system to deactivate during an emergency All-Calls and reproduce the All-Call within the gym.
- C. Activation of fire alarm system shall turn off power to the sound system

16655 AUDITORIUM SOUND SYSTEM (9-12 SCHOOLS)

- A. An sound system should be provided for the auditorium. The system should be housed in a lockable floor cabinet. The system should include a amplifier, console mixer, inputs from program sources, CD player and I-PAD/MP3 input to CD player. Microphone outlets should **not** be provided in the stage floor, but on walls and stage ceiling. A minimum of four Wireless microphones shall be provided. Appropriate microphones should be provided.
- B. An assistive hearing system should be provided as per ADA.
- C. Coordinate additional requirements with the FCPS Design Team staff.
- D. Provide 8 line minimum microphone mixer. Provide XLR and ¼" connections.

16670 CLOCK SYSTEM

- A. Clock system shall be coordinated with the FCPS Design Team staff.
- B. The performance and quantity of master clocks varies with each school. Consult Project Manager for direction.
- C. Provide astronomical clocks.
- D. Clock system to be integral with PA system.
- E. Provide 125% capacity (based on design enrollment) to handle future portable classrooms and additions.

16690 INTERCOM SYSTEM/PUBLIC ADDRESS

- A. The intercom system shall be interconnected to the telephone system.
- B. Speakers shall be provided in all rooms.
- C. Exterior speakers shall be provided.
- D. All speakers shall be two-way type.
- E. Approved manufacturers to be Rauland, Bogan or equal.
- F. Public address system console should be installed in the main office.
- G. P.A. system to be provided with emergency backup power from the emergency generator, and UPS backup with power conditioning.
- H. Central clock system to be integral with P.A. system/bell system.
- I. P.A. system to be designed at 125% of student enrollment capacity, to handle future portable classrooms and additions.

16700 GENERATOR SET

- A. An outside generator is preferred.
- B. The following items are to be on emergency generator: Security system, Fire alarm system, Emergency lights, Clock system, Data racks, Best card reader system, Split system A/C units for MDF/IDF closets, Elevator sump pump, Elevator machine room, Kitchen cooler, ATC panel, Circulating pumps, Boilers, Alertus System, Well/Septic and Water Pumps, Gang Baths, Emergency ADA Controllers.
- C. Consideration shall be given to putting the heating system on generator power.
- D. Fire pumps shall be connected to the generator.
- E. FCPS Project Manager to provide generator requirements for data systems.
- F. Require programming software be provide for generators to allow FPCS to make programming changes. Generators shall be supplied with required hardware and software to allow owner programming.
- G. Utilize natural gas fuel, where available.
- H. Provide emergency generator power to emergency shelter areas in high schools. Verfiy requirements with FCPS Project Manager.
- I. Color code outlets that are on the emergency generato (red)r.
- J. Design to include interface with "Best" access system and emergency power with battery back up at the main entrance.

16710 AUTOMATIC TRANSFER SWITCH

- A. The automatic transfer switches shall be the same manufacturer as the generator.

16723 FIRE ALARM SYSTEM (ADDRESSABLE, VOICE EVACUATION)

- A. Preferred fire alarm systems manufactures shall be EST (Edwards) or Silent Knight.
- B. All rooms shall have strobes.
- C. Provide a fire alarm zone, modules, an LED light on the graphic annunciator panel for future portable classrooms.
- D. Provide visible strobe units with adjustable candela.
- E. Provide ceiling mounted strobe units where possible.
- F. A fire alarm zone diagram and graphic annunciator detail shall be incorporated into the Contract Documents.

16730 INTRUSION ALARM SYSTEM

- A. Digital dialers for fire alarm and security systems shall be by obtained from the FCPS Project Manager. The system shall not be proprietary and shall have the ability to be monitored by any monitoring company without equipment change.
- B. Walk-in cooler and freezer high temperature shall be monitored.
- C. Verified passive infrared motion detection "by ADEMCO", shall be used in corridors, computer labs, and Principal's Office. Coordinate additional locations with FCPS.
- D. Provide keypads at all keycard entry points. Coordinate with FCPS.
- E. All alarm sensors shall be a separate addressable point.
- F. A security system manufactured by Ademco is preferred.
- G. Zoning shall be coordinated with the FCPS design staff.
- H. Use wall hung sensors only. FCPS has experienced problems with 360 degree motion detectors.
- I. Provide testing requirements for intrusion alarm system including all devices and operation of entire system.

16731 ACCESS CONTROL SYSTEM

- A. The system shall be a Best access systems.
- B. The controller shall be located in the wiring closet and wired to the central FCPS Best system at the main BOE offices.
- C. Coordinate the doors to be controlled with the FCPS Design staff. Approximately five (5) will be connected to the system per building.
- D. FCPS shall furnish magnetic access cards.
- E. Design to include interface with "Best" access system and emergency power with battery back up at the main entrance.

16733 CCTV SYSTEM

- A. Coordinate current requirements with the FCPS Design staff.

16744 COMPUTER NETWORK SYSTEM

- A. Include FCPS standards for installation of microcheck units. Obtain the latest version from the project manager.
- B. Include FCPS standards for installation of computer networks. Obtain the latest version from the project manager.
- C. Include FCPS approved subcontractor list for installation of computer Networks. Obtain the latest copy from the project manager.
- D. Include FCPS standards for configuration and location of power/data connections. Obtain the latest version from the project manager.
- E. The system shall comply with the Maryland Public School standards for telecommunications distribution systems.
- F. FCPS prefers providing UPS's in MDF and IDF rooms. Coordinate with FCPS Project Manager.

16750 TELEPHONE SYSTEM

- A. Location of phone jacks to be determined by FCPS Project Manager.
- B. Provide a dedicated telephone line for each elevator.
- C. Telephone system cabling shall be per FCPS specifications and Maryland Public School standards for telecommunication distribution systems.
- D. Telephone system equipment shall be by FCPS.
- E. Provide separate dedicated phone lines for the fire alarm and security alarms.

Appendices

Architect shall obtain the following guideline documents, and incorporate the minimum applicable provisions as follows:

- A. *Maryland State Department of Education (MDE) Publications from the School Facilities Branch.*
- B. *Contract Forms-Available on Electronic Format through AIA*
 - 1. Instructions to Bidders (AIA A701)
 - 2. FCPS Supplemental Instructions to Bidders

3. General Conditions (AIA A201 or A201/CMA)
4. FCPS Supplemental General Conditions
5. Bid Bond (AIA Document A310)
6. Performance Bond and Payment Bond (AIA Document A312)
7. Standard Form of Agreement Between Owner and Contractor (AIA Document A101 or A101/CMA)
8. Application and Certificate for Payment and Continuation Sheet(s) (AIA Documents G702 and G703).
9. Certificate of Substantial Completion (AIA G704)
10. Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
11. Contractor's Affidavit of Release of Liens (AIA G706A)
12. Consent of Surety of Final Payment (AIA G707)
13. Use and Occupancy Permit as issued by the authority having jurisdiction.
14. Evidence of closeout of all permits mentioned in section 01290.

C. *Frederick County Public Schools (FCPS) Standards*

1. FCPS Finish Hardware Master Specification
2. FCPS Standards for Gym Floor Line Layouts
3. FCPS Standards for Computer Workstations
4. FCPS UNIT PRICE FLOORING CONTRACTOR

D. *Other*

1. FCPS Checklist for Construction Projects
2. Frederick County Standards for Inclusion of Community-Use Gyms in Public Schools
3. Frederick County Industrial Waste Survey Application.
4. Frederick County grading permit application.
5. FCPS Data Base Requirements.

Frederick County Standards for Inclusion of Community-Use Gyms in Public Schools

1. Provide lines and pole sleeves for three volleyball courts – one parallel and two perpendicular to the primary basketball court.
2. Provide padded protection for all protruding objects.
3. Provide a lighted exterior sign(s) to direct visitors to the community gym. Sign to meet requirements of local authority having jurisdiction.
4. Access to other parts of the school should be prohibited via locking doors or gates.
5. Secure school locker rooms to prohibit use by the public. Provide toilet facilities for the community gym. These may be shared with other toilets programmed within the school, but should not permit access to other areas.
6. Provide access to a janitor's closet.
7. Provide separate storage space with a 6'0" x 7'0" door opening with direct access to the exterior for use by the Bureau of Parks and Recreation. Area requirements are identified in the Ed Spec.
8. Provide a separate office with exterior window for use by the Bureau of Parks and Recreation. A monitoring window should also be provided in to the gym. Area requirements are identified in the Ed Spec.
9. Provide direct access to a parking lot.
10. Provide wood flooring in gymnasium, rubber or VCT flooring in exercise rooms and offices.
11. Provide air conditioning in gym for use during summer months.
12. Provide a separate security alarm zone for the community-use gym.
13. Provide break-away type basketball goals.
14. If divider curtains are provided, they shall be motorized.
15. Cranks or other operators shall be recessed or otherwise protected to prevent injury.
16. Provide mail slot in door to P&R Office to facilitate delivery of mail. FCPS Project Manager to coordinate with P&R Staff.

List of Additions/Deletions to February 2014 Revised Design Guide

1. Pg.2, Bold type to SCHEMATIC DESIGN
2. Pg.3, #13 under DD - Removed comma between roofs & and
3. Pg.3, #5 under CD – Removed duplicate word “carpet”
4. Pg.4 – Removed GENERAL RESPONSIBILITIES OF THE ARCHITECT/ENGINEER (CONTINUED)
5. Pg.4 – Moved #14 & 15 under CONSTRUCTION DOCUMENT (CONTINUED) and renumbered 16-25
6. Pg.4 – Bold type added to the section CONSTRUCTION
7. Pg.4 – Corrected spelling of traing to training
8. Pg.8, section 1330 – Bold type added to the word PROCEDURES
9. Pg.8, section 1330, A – Reworded sentence from “Submit two reviewed copies of shop drawings to FCPS in addition to those (One set for FCPS inspector, one set for files.) or distribute submittals electronically using FCPS approved document management software.required by Architect and Contractor” TO “Submit two reviewed copies of shop drawings to FCPS as well as those required by Architect and Contractor, (One set for FCPS inspector, one set for files.) or distribute submittals electronically using FCPS approved document management software.”
10. Pg.8, section 1500 – Removed “throughout construction around construction and storage areas” and inserted “around construction and storage areas throughout the entire construction duration.”
11. Pg.11, section 2821, G,h – Changed “4-6” in length” to “4-6’ in length”
12. Pg.12, section 3300, G, 4 – Spelling change from “ve” to “be”
13. Pg.20, section 9900 5 continued, B, C – Changed font to match the rest of the document
14. Pg.23, section 13200, C – Changed @ to at
15. Pg.25, section 15010, Z – Changed “accommodate cleaning boiler/chiller tubes large items” TO “accommodate cleaning of boiler/chiller tubes and large items”
16. Pg.29, section 16400, E – Changed upper case C in Consult to lower case
17. Pg.30, section 16550, B, 10 – Reworded sentence from “staff have experienced project with this manufacturer” TO “staff have project experience with this manufacturer”
18. Pg.35, 10 – Spelling correction “romms” to” rooms”
19. General Responsibilities of the Architect/Engineer, Pre-Design, Added #13: Architect to research and apply for energy initiatives/rebates.
20. General Responsibilities of the Architect/Engineer, Pre-Design, Added #14: Frederick County now requires a permit for installation of all tanks (Water, Fuel, Gas etc.).
21. General Responsibilities of the Architect/Engineer, Schematic Design, Added #8: Review all Maryland Emergency Management Agency (MEMA) guidelines.
22. General Responsibilities of the Architect/Engineer, Schematic Design, Added #9: Discuss implication of Energy Code requirements with FCPS Project Manager during design.
23. General Responsibilities of the Architect/Engineer, Design Development, Added #19: Review ADA accessible routes during renovation projects.
24. General Responsibilities of the Architect/Engineer, Design Development, Added #20: Discuss installation of analog clocks with telecommunications clock systems with FCPS.
25. General Responsibilities of the Architect/Engineer, Design Development, Added #21: Address CO2 Detection for all renovation projects with the FCPS Project Manager.
26. Design Preferences, Added #36: Provide Staff restrooms on each floor of multiple story buildings.
27. Design Preferences, Added #37: Consider interior and exterior lighting schedule in BAS system. Motion sensors to comply with LEED.
28. Design Preferences, Added #38: Limit student access to roof.
29. Design Preferences, Added #39: Coordinate mechanical control systems with FCPS Project Manager.
30. Design Preferences, Added #40: Change specification format to CSI Master.
31. Design Preferences, Added #41: Civil Engineer to discuss maintenance of Storm Water/Bio-Retention areas with FCPS staff.
32. Section 04810, B, Added #1: Utilize stainless steel thru-wall flashing wimilar to “Mighty Flash.
33. Section 04810, B, Added #5: Do not use rope weeps
34. Section 04810, B, Added #6: Ensure all materials specified in masonry system are compatible.
35. Section 08520, G, Changed “All windows to be operable” to “Fixed windows preferred, limit amount of operable windows per classroom.”

36. Section 10100, Added H: See FCPS PM for installation of digital display boards.
37. Section 11132, D, Changed to "Provide projection screens at locations as directed by design team."
38. Section 15010 Changed "X" from "Avoid naming Trane as an equipment manufacturer." to "Coordinate manufacturer of Mechanical Equipment with FCPS Project Manager"
39. Section 16010, B, Added additional language "and roof", "Installations shall avoid penetrations in roof and shall be powered separately from rooftop equipment".
40. Section 16010, Added T: Understand code requirements for Tamper-Proof receptacles.
41. Section 16100, Added G: Color code outlets that are on the emergency generator.
42. Section 16100, Added H: Provide engraved receptacle covers. See FCPS Project Manager.
- K. Section 16700, Altered B to include: The following items are to be on emergency generator: Security system, Fire alarm system, Emergency lights, Clock system, Data racks, Best card reader system, Split system A/C units for MDF/IDF closets, Elevator sump pump, Elevator machine room, Kitchen cooler, ATC panel, Circulating pumps, Boilers, Alertus System, Well/Septic and Water Pumps, Gang Baths, Emergency ADA Controllers.
43. Section 16700, Added I: Color code outlets that are on the emergency generator.
44. Section 16700, Added J: Design to include interface with "Best" access system and emergency power with battery backup at the main entrance.
45. Section 16731, Added E to mesh with section 16700: Design to include interface with "Best" access system and emergency power with battery backup at the main entrance.
46. Section 16750, Changed, "A" from "Classroom telephone jacks shall be typically located next to the corridor door." to "Location of phone jacks to be determined by FCPS Project Manager."
47. Deleted section 16760 MEDIA RETRIEVAL & CATV/MATV DISTRIBUTION SYSTEM from Guide.
48. Design Preferences, Added #42: Use Nevco model 7630 for Stadium scoreboards and Nevco model 2750 for Gymnasium scoreboards.

FCPS Checklist for Construction Projects

These issues should be addressed in the RFP/Ed Spec prior to delivery to Design Consultants.

1. Is a feasibility study required for this project?
2. If future expansion is planned for this facility, are the areas and locations clearly identified in the Ed Spec?
3. Does this site possess a radon gas problem?
4. Does this facility contain lead paint?
5. Does this facility contain asbestos?
6. If a community-use gym is included in the program, in the spatial criteria identified in the Ed Spec?



Permit Application For:
Earth and Forest Disturbances

Application No.: _____

(Additional Forms, Plans or Agreements may be required in conjunction with this application)

APPLICANT INFORMATION (If Applicant and Owner are the same, you may complete just the OWNER INFORMATION, below.)

LAST NAME _____ FIRST NAME _____ MI _____ PHONE _____ E-MAIL AND/OR FAX _____
 MAILING ADDRESS: STREET _____ CITY _____ STATE _____ ZIP _____

OWNER INFORMATION

LAST NAME _____ FIRST NAME _____ MI _____ PHONE _____ E-MAIL AND/OR FAX _____
 MAILING ADDRESS: STREET _____ CITY _____ STATE _____ ZIP _____

PROJECT PROPERTY INFORMATION

PROJECT NAME (SECTION / PHASE / LOT) _____ NATURE OF PROJECT / DESCRIPTION OF WORK _____
 TAX ID NUMBER _____ LOT SIZE (SQ FT) _____ TAX MAP PAGE _____ PARCEL _____ ADC MAP PAGE _____ GRID _____
 IS THIS PROJECT LOCATED WITHIN THE MUNICIPAL LIMITS OF A TOWN? YES NO
 CIRCLE ONE _____ IF YES, NAME OF MUNICIPALITY _____
 ADDRESS / DIRECTIONS TO PROJECT: _____

EARTH DISTURBANCE INFORMATION

DISTURBED AREA (SF)¹: _____ CITY CURB-FILL (CY)²: _____ CLEARED FOREST AREA (SF)³: _____

¹ Defined as surface area (length times width) of any excavating, filling, stockpiling, scraping, grubbing, road work or top soil disturbance or any combination thereof.

² The measurement of the number of cubic yards of excavation (cut) and fill as measured by length times width times depth divided by 27.

³ The area where trees will be removed below 100 trees per acre, where 50% of such of those trees are 2" or greater in caliper. Forest clearing >= 40,000 SF is subject to the Forest Resource Ordinance (FRO) requirements. If applicable, a "Declaration of Intent" may be used to provide exemption from FRO requirements.

PLAN APPROVAL / AGREEMENT INFORMATION (AS APPLICABLE)

	DATE	AP #	COST ESTIMATE APPROVED DATE	Cost Estimate Approved Amount
SOR, CONSERVATION DISTRICT PLAN APPROVAL:	_____	_____	_____	_____
FOREST RESOURCE PLAN APPROVAL:	_____	_____	_____	_____
PUBLIC WORKS CONST. PLAN APPROVAL:	_____	_____	_____	_____
DECLARATION OF INTENT / LOGGING SUBMITTAL:	_____	Notes: _____	_____	_____
STANDARD PLAN AGREEMENT SUBMITTAL:	_____	_____	_____	_____

CERTIFICATION AND SIGNATURE OF RESPONSIBLE PERSON

The undersigned, do hereby declare that the information contained herein and on any accompanying documentation is true, correct and complete to the best of my knowledge, and that I have the authority to make this application. I further certify that duly authorized representatives of Frederick County shall be guaranteed right of entry to the property to inspect work materials and plan conformance. I understand that intentional falsification and/or non-compliance with any of the terms and conditions as set forth in this or accompanying documentation may result in a Stop Work Order, Civil Penalty or Criminal Charge depending on the severity, at the County's discretion.

PRINTED NAME OF RESPONSIBLE PERSON _____ SIGNATURE OF RESPONSIBLE PERSON _____ Date _____

Nothing herein releases the applicant from complying with any and all Federal, State and Local regulations that may be involved in conjunction with this application.

FREDERICK COUNTY
DIVISION OF UTILITIES & SOLID WASTE MANAGEMENT
INDUSTRIAL USER WASTE SURVEY
INDUSTRIAL WASTE DISCHARGE PERMIT APPLICATION

INSTRUCTIONS

1. Section I and II of this survey **MUST** be completed by ALL applicants. If you leave blanks your Industrial Discharge Permit Application review will be delayed. If assistance is needed in completing this application please contact the Industrial Pretreatment Office at 301-694-2511.
2. Copies of your site plan and facility drawing must accompany your submission.
3. Copies of MSDS sheets and other supporting documents must be legible.
4. Return your completed application to the Division of Utilities & Solid Waste Management, Pretreatment Office at 7303 Marcie's Choice Lane, Frederick, Maryland 21704.

SECTION I - GENERAL INFORMATION

1. Company/Corporate Name?: _____
2. Facility Location: (not a PO Box) _____
3. Mailing Address: _____
4. Designated Signatory Authority: (NOTE in the case of cooperate applicants this application must be signed by the level of vice pres. or higher. In the case of general partnerships any partner may sign this application.

Name: _____ Title: _____

Address: _____

_____ Phone No. _____

Fax No. _____ Cell No. _____

5. Designated Facility Contact if different than above:

Name: _____ Title: _____

Address: _____

_____ Phone No. _____

Fax No. _____ Cell No. _____

SECTION II - BUSINESS ACTIVITY

1. Describe all business activities conducted at this location. This description **MUST** list all products manufactured, services rendered and/or products sold. (Attach a separate sheet if necessary.)
2. List all processes and activities that either use or create wastewater that will be discharged to the wastewater collection system (POTW), other than toilet flushing or hand washing. This list must include all activities conducted to create products manufactured, products served and/or services rendered as listed above. All cleanup and wash down processes must also be described. (Use a separate sheet if necessary.)
3. A set of plans for this facility **MUST** be supplied.
 - The site plan for this facility **MUST** indicate the wastewater monitoring manhole.
 - Plumbing plans must indicate the location of all water and sewer connections at this facility including, but not limited to, all floor drains, trench drains, sinks and wastewater treatment devices that will contribute wastewater to the sewer collection system.
 - Architectural drawings should indicate storage areas for all raw material, chemicals, cleaning products and finished product.
4. A complete list of all chemicals, cleaning compounds, hazardous materials and raw materials used, stored, or processed by this facility must be supplied.
5. List all applicable Standard Industrial Classification Codes (SIC) for this facility as listed in the Office of Management and Budget (OMB) Standard Industrial Classification Manual 1987.
6. Shift information: Work days/week: _____ Shifts/day: _____ Employees/shift: _____
If work at this facility is seasonal, list the applicable months of wastewater discharge.
7. If applicable, list the date that your facility is expected to open: _____
8. Building Permit Number: _____

IF YOUR FACILITY WILL ONLY PRODUCE TOILET FLUSHING AND HAND WASHING WASTEWATER STOP AND SIGN THE CERTIFICATION ON PAGE FIVE (5).

IF YOUR FACILITY WILL PRODUCE ANY WASTEWATER IN ADDITION TO HAND WASHING AND TOILET FLUSHING YOU MUST COMPLETE THE REST OF THIS SURVEY.

SECTION III - WATER SUPPLY

1. Water Sources:

Private well _____ Name on Water Bill: _____
Municipal _____ Address on Water Bill: _____
Surface water _____ Account No. on bill: _____

2. List the average water usage in gallons per day (GPD) for the following:

Contact cooling water: _____ Boiler feed water: _____
Non-Contact cooling water: _____ Contained in product: _____
Process water: _____ Washdown water: _____
Sanitary water: _____ Other (list): _____
Water Treatment (Softener/RO) _____

3. Is this application for an existing business? YES _____ NO _____
If yes, provide the name and/or address of the previous location.

4. Is the building connected to the public sanitary sewer system? YES _____ NO _____

SECTION IV - WASTEWATER DISCHARGE INFORMATION

1. Using the list provided in Section II, number 2 provide average daily wastewater flow rates for each activity listed. Attach a separate sheet if necessary.

2. Do any of these activities use any of the Pollutants listed in Attachment "A"?

3. Will your facility employ any of the processes listed in Attachment "B"?

4. If this facility will have batch discharges please supply the following information:

What is the source (process/activity) of this batch discharge? _____
No. of batch discharges/day _____ discharge per batch _____ (GPD)
Time of batch discharges _____ (days of week hours of day at) _____ (GPD)
Percentage of total discharge _____

SECTION V – TREATMENT

1. Is any form of wastewater treatment practiced at this facility? No: _____ Yes: _____

Wastewater treatment includes, but is not limited to, grease traps, oil & grit separators, silver recovery units, pH neutralization tanks, metals removal, etc.

2. If any form of treatment is conducted at this facility please supply the following:

- A process flow diagram must be supplied for each treatment system;
- Describe, in detail, all treatment methods including, but not limited to; equipment, design volumes, current or projected operating volumes, by products, by-product disposal methods and volumes, etc.
- If a waste product is hauled off-site list the waste hauler and submit six months of disposal manifests.
- If this facility is an SIU as defined by COMAR 26.06.01.01.B (15) (see Attachment "B") supply the name and a copy of the operators' Maryland wastewater certification.

3. Are any changes to the existing treatment system planned for this facility within the next three years?

No: _____ Yes: _____ If yes, attach a description of all changes both planned and under construction. Include the estimated completion dates.

SECTION VI – WASTE NOT DISCHARGED TO THE POTW COLLECTION SYSTEM

1. Are any waste liquids or sludges generated at this facility and **NOT** disposed of into the POTW collection system? (including grease trap sludge)

No: _____ Yes: _____ describe on a separate sheet including the name, address and applicable permit numbers. Attach copies of a minimum of six (6) months of manifest data if available.

2. Have you been issued any Federal, State or local environmental permits?

No: _____ Yes: _____ List any permit(s) and all Permit Numbers:

3. Has a baseline monitoring report (BMR) been submitted which contains wastewater discharge total toxic organics (TTO) information? No: _____ Yes: _____

4. Attach a copy of your facility's Toxic Organics Management Plan. This plan must detail the practices that this facility will use to control the discharge of these substances?

SECTION VII - SPILL PREVENTION

1. ALL COMMERCIAL AND INDUSTRIAL USERS DISCHARGING WASTEWATER OTHER THAN TOILET FLUSHING AND HAND WASHING MUST SUPPLY A COPY OF A SPILL MANAGEMENT PLAN WITH THIS APPLICATION SUBMISSION. This plan must list the steps that are to be taken in the event of a spill of prohibited substances, fire, or other incident that could cause ANY PROHIBITED SUBSTANCE as listed in the Frederick County Industrial Waste Ordinance to be discharged to the sewer. This plan should minimally address those persons (by title) who are responsible for spill containment, notification of State, Federal and Local Division of Utilities & Solid Waste Management personnel, and cleanup, etc. Your plan should list the phone numbers for the notification of Water and Sewer personnel. Call 911 is NOT sufficient enough. (See attached sample.)
2. Indicate on the plans requested in Section II, container location, size, type and relation to the POTW collection system of ALL product areas, cleaning chemical areas and raw material areas. If containers are cleaned indicate the frequency of cleaning:
3. Do you have floor drains in your process or chemical storage area(s)? No: _____
Yes: _____ (They must be indicated on the drawings.)
4. Do you have chemical storage containers in any area that could, in an accidental spill, lead to a discharge to:

_____ An on-site disposal system
_____ POTW Collection systems
_____ Storm drain
_____ To the ground
_____ Other (Please List)

CERTIFICATION STATEMENT: This statement must be signed by the authorized designated signatory of the facility as per CFR 40 CFR 403.6, and must accompany the application when filed with the Division of Utilities & Solid Waste Management.

I certify under penalty of law that this document and all its attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly have gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT A

The following list of Toxic Pollutants has been identified by the EPA. Pursuant to the Federal Water Pollution Control Act (the Clean Water Act) please identify all substances which your facility uses, processes, or manufactures; which contain, or may metabolize into the Toxic Pollutants as identified below.

The Industrial Waste Ordinance of Frederick County also prohibits ALL substances that may create toxic gases, vapors, or fumes within the POTW. The applicant MUST, therefore, identify and list all potentially hazardous substances used in process. For a complete list of all prohibited substances consult Article III of the Frederick County Industrial Waste Ordinance.

Acenaphthene	Fluoranthene
Acrolein	Haloethers
Acrylonitrile	Halomethanes
Aldrin / Dieldrin	Heptachlor & metabolites
Antimony & compounds	Hexachlorobutadiene
Arsenic & compounds	Hexachlorocyclohexane
Asbestos	Hexachlorocyclopentadiene
Benzene	Isophorone
Benzidine	Lead & compounds
Beryllium & compounds	Mercury & compounds
Cadmium & compounds	Naphthalene
Carbon Tetrachloride	Nickel & compounds
Chlordane	Nitrophenols
Chlorinated benzenes	Nitrosamines
Chlorinated ethanes	Pentachlorophenol
Chloroalkyl ethers	Phenol
Chlorinated naphthalene	Phthalate esters
Chlorinated Phenols	Polychlorinated biphenyls (PCBs)
Chloroform	Polynuclear aromatic hydrocarbons
2-chlorophenol	Selenium & Compounds
Chromium & compounds	Silver & compounds
Copper & compounds	2,3,7,8 - tetrachlorodibenzo - p - dioxin (TCDD)
Cyanides	Tetrachloroethylene
DDT and metabolites	Thallium & compounds
Dichlorobenzenes	Toluene
Dichlorobenzidine	Toxaphene
Dichloroethylenes	Trichloroethylene
2,4-dichlorophenol	Vinyl chloride
Dichloropropane &	Zinc & compounds
Dichloropropene 2,4-dimethylphenol	
Dinitrotoluene	
Diphenylhydrazine	
Endosulfan and metabolites	
Endrin & Metabolites	
Ethylbenzene	

ATTACHMENT B

Categorical Industries as Identified by The National Pretreatment Standards

Please indicate if your facility employs, or will be employing processes in any of the industrial categories listed below, (regardless of whether they generate wastewater, waste sludges, or hazardous wastes) please check all that apply.

Aluminum Forming
Asbestos Manufacturing

Battery Manufacturing
Builders Paper

Carbon Black
Cement Manufacturing
Coil Coating
Copper Forming

Dairy Processing

Electric and Electric Components
Electroplating

Feedlots Ferroalloy Manufacturing
Fertilizer Manufacturing
Fruits & Vegetables Processing

Glass Manufacturing

Grain Mills

Ink Formulating
Inorganic Chemicals
Iron & Steel

Leather Tanning & Finishing

Meat Processing
Metal Finishing
Metal Molding & Casting

Nonferrous Metals Forming
Nonferrous Metals Manufacturing

Paint Formulating
Paving & Roofing (tars & asphalt)
Pesticides Manufacturing
Petroleum Refining
Pharmaceutical
Phosphate Manufacturing
Porcelain Enamel
Pulp & Paper
Plastic Molding and Forming

Rubber Manufacturing

Seafood Processing
Soap and Detergent Manufacturing
Steam Electric
Sugar Processing

Textile Mills
Timber Products



AIA[®]

Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

| The Board of Education of Frederick County
| 191 South East Street
| Frederick, MD 21701

and the Architect:
(Name, address and other information)

for the following Project:
(Name, location and detailed description)

| IDQ Architects and Engineers unit price contract

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall design the Project in conformance with all applicable ordinances, building codes, Frederick County Public Schools (FCPS) Education Specifications, FCPS Design Guidelines, statutes and regulations of all federal, state and local government authorities as interpreted by the relevant government authorities having jurisdiction over the Project. If the Architect determines that adherence to the FCPS Design Guidelines would be inconsistent or inappropriate with the design of the Project, the Architect shall promptly notify the Owner in writing of its determination and proposed resolution. The Owner shall approve or disapprove the Architect's proposed resolution.

1.1.1 The Project is described as follows: A/E firm shall provide professional design and consulting services in accordance with the scope of work as described in each individual purchase order.

1.1.2 The design of the school or facility shall include, as appropriate to the particular Project, playing fields, parking areas, landscaping and civil engineering of the entire site, including on-site surveying and engineering as necessary for design. The Architect shall provide record plats as required by law, including metes and bounds descriptions indicating property lines, easements, right-of-ways, etc.

1.1.3 The school or facility shall be air-conditioned. The school or facility shall be equipped with a computerized energy management system which meets state requirements and which includes manual overrides on all systems.

1.1.4 The Architect shall provide furniture and equipment layouts and note such items in equipment schedules.

1.1.5 Notwithstanding other provisions in this Agreement to the contrary, the Architect shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Architect under this Agreement. The Architect shall promptly, without additional compensation, correct or revise any errors or deficiencies discovered in his design, drawings, specifications and other services. Neither the Owner's review, approval, acceptance of, or payment for the services required under this Agreement shall be construed to be a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Architect shall be and remain liable to the Owner for all damages, including costs, to the Owner caused by the Architect's negligent performance of any of the services furnished under this Agreement. The rights and remedies of the Owner provided for by this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

The Architect shall conform and/or provide services as stipulated in the Board of Education policy manual, a copy of which shall be available to the Architect upon request.

Init.

Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect."

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services in accordance with the schedule agreed to between the Architect and Owner..

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 *The Architect shall maintain the following insurance for the duration of this Agreement. The Board of Education of Frederick County, Frederick County Government – County Council, and the State of Maryland shall be named additional insured on policies excluding insurance required by statute. All forms of insurance and carriers shall have a Best's rating of "A" or better and are subject to the Owner's approval and Certificates of Insurance shall be provided to the Owner within ten (10) days of award of the Contract. The insurance shall be written on a General Liability policy form, Certificate of Insurance, ACCORD Form 25-S.*

- .1 General Liability Commercial General Liability Insurance paid on occurrence basis and shall include all major divisions of coverage and be on a comprehensive basis not less that the following limits:

Bodily Injury:

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

(b) Personal Injury:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

(c) Property Damage:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

(d) Products/Completed Operations

\$2,000,000 Aggregate

(e) Fire Damage Legal Liability

\$50,000 Any One Fire

(f) Medical Expense:

\$5,000 Any One Person

(g) Property Damage Liability Insurance shall provide X, C and U coverage.

(h) Broad Form Property Damage Coverage shall include Completed Operations

- .2 Business Automobile Liability (including, owned, non-owned and hired vehicles):

(a) Bodily Injury:

\$1,000,000 Each Person
\$2,000,000 Each Occurrence

(b) Property Damage:

500,000 Each Occurrence

- .3 Workers' Compensation

(a) As required by State Statute

(b) Applicable Federal Statutory (e.g., Longshoremen's):

(c) Employers' Liability:

\$500,000 per Accident
\$500,000 per Disease, Policy Limit

Init.

\$500,000 per Disease, Each Employee

- .4 Professional Liability errors and omissions in the amount of \$2,000,000.00 in aggregate (\$1,000,000.00 Limit per Claim) with deductible not exceeding \$50,000
- .5 Umbrella Excess Liability:
\$10,000,000 over primary insurance, or \$25,000 retention for self-insured hazards each occurrence.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner. These Certificates and the policies required by this Agreement shall contain a provision that coverages afforded under the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are not reasonably available, an additional Certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage on account of revised limits or claims paid under any general aggregate, or both, shall be furnished by Architect with reasonable promptness in accordance with Architect's information and belief.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 Upon execution of this Agreement, the Architect grants to the Owner sole and exclusive ownership of all drawings, specifications and other documents (Instruments of Service) and Owner shall own and retain all common law, statutory and other rights, including copyright in these documents. The Architect expressly waives all such rights, including copyrights in all Instruments of Service and shall secure similar ownership rights in the Owner in all Instruments of Service produced by Architect's consultants. The Architect shall be permitted to retain copies, including reproducible copies of Instruments of Service for information and reference. The Instruments of Service shall not be used by the Architect or others on other Projects unless agreed to in writing by Owner. The Architect shall not be liable as a result of Owner's use of the Instruments of Service on other projects..

Architect warrants that all Instruments of Service do not infringe upon any copyright or otherwise expose the Owner to any liability to any third persons by reason of their use. Architect agrees to defend and indemnify the Owner against any and all costs and expense by reason of such claims.

§ 3.3 is deleted.

Init.

§ 3.3.1 is deleted

§ 3.4 is deleted.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by Maryland law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 In the event there is a dispute between Owner and Architect, Architect shall proceed diligently with the performance of its obligations under this Agreement, and Owner shall continue to make payments as are required under this Agreement pending final resolution of the dispute.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Paragraphs deleted)

Litigation in the Circuit Court for Frederick County or, in the event that court is unable to act, any other court of competent jurisdiction as selected by Owner in its sole discretion

§ 4.3 ARBITRATION is deleted

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

Init.

performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services.

§ 5.3 If the Owner suspends the Project for more than 180 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be entitled to receive compensation for the portion of his fee then earned and all substantiated reimbursable expenses incurred as of the date of termination. No other or additional sums, whether for lost profits, overhead, consequential costs or damages, or otherwise shall be payable by Owner.

§ 5.7 In the event the Owner terminates this Agreement for cause, and it is adjudged that such cause did not exist, then the termination shall be deemed a termination for convenience and the Architect's compensation will be as set forth in paragraph 5.6..

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3. In the event of any termination under this Agreement, the Architect consents to Owner's selection of another Architect of Owner's choice to assist the Owner in any way in the completion of the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project that has already been performed by Architect prior to termination. Other than providing information to the Owner with regard to services previously rendered, any additional services provided by Architect which are requested by Owner after termination shall be compensated by Owner at the hourly rate set forth herein for Additional Services.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 on a lump sum basis for basic services requested current as of the date of the purchase order. Work associated with Purchase Orders shall be completed at the prices effective on the date the Purchase Order is issued. All modifications to Purchase Orders are to be issued at the rates approved by the current award or renewal.

As a condition precedent to payment to the Architect for services rendered during the Construction Phase, the Architect shall provide to the Owner all of the Project's design calculations including but not limited to structural calculations, mechanical calculations, electrical calculations, water retention pond design calculations, pavement design calculations, storm water management calculations, etc. Electronic copies may be provided in lieu of hard copies provided they are sealed and signed on the electronic version.

The Architect shall not provide any Additional Services without the written authorization of the Owner. At Owner's request, Architect shall provide certified documentation verifying the Direct Personal Expense of any person providing Additional Services on the Project..

§ 6.2 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence;
- .2 Void

- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings other than listed in AIA B 201;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project is the Architects overhead expense, the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants may be billed with verification of the expense acceptable to the Owner;
- .9 All taxes levied on professional services and on reimbursable expenses;

§ 6.2.1

(Paragraphs deleted)

All reimbursable expenses shall be submitted to the owner at 10% times the cost of such reimbursable expenses with no additional mark-ups or administrative fees..

(Paragraph deleted)

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

(Paragraphs deleted)

is deleted

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 Payments to the architect shall be made with in 25 days of the invoice date. Invoice not received timely or invoices for services that exceed the actual progress of the project, as determined by the Owner, will be returned for revision and resubmission. Resubmit replacement invoices with a current date and signature.

§ 6.4.2

(Paragraphs deleted)

is deleted

§ 6.4.3 is deleted

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the State of Maryland and of Frederick County as applicable.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

Init.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials, however, the architect must follow FCPS procedures for such photography. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

8.1 The Architect and its Consultants shall conform to all Frederick County Board of Education policies when they are on Board of Education property, including without limitation, the Board of Education's policies of no smoking, no consumption of alcohol or illegal drugs and no possession of weapons of any kind. All Frederick County Board of Education policies shall be available to the Architect for inspection upon request.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

(Paragraph deleted)

- .3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)
 AIA Document B201 – 2007

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)
 Theresa R. Alban, Ph.D.,
 Superintendent]

(Printed name and title)

(Signature)

(Printed name and title)

Additions and Deletions Report for AIA[®] Document B102[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:18:13 on 04/02/2015.

PAGE 1

(Name, ~~legal status~~, address and other information)

The Board of Education of Frederick County
191 South East Street
Frederick, MD 21701

...

(Name, ~~legal status~~, address and other information)

...

IDQ Architects and Engineers unit price contract

PAGE 2

§ 1.1 The Architect shall provide the following professional services: design the Project in conformance with all applicable ordinances, building codes, Frederick County Public Schools (FCPS) Education Specifications, FCPS Design Guidelines, statutes and regulations of all federal, state and local government authorities as interpreted by the relevant government authorities having jurisdiction over the Project. If the Architect determines that adherence to the FCPS Design Guidelines would be inconsistent or inappropriate with the design of the Project, the Architect shall promptly notify the Owner in writing of its determination and proposed resolution. The Owner shall approve or disapprove the Architect's proposed resolution.

1.1.1 The Project is described as follows: A/E firm shall provide professional design and consulting services in accordance with the scope of work as described in each individual purchase order.

~~(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)~~
1.1.2 The design of the school or facility shall include, as appropriate to the particular Project, playing fields, parking areas, landscaping and civil engineering of the entire site, including on-site surveying and engineering as necessary for design. The Architect shall provide record plats as required by law, including metes and bounds descriptions indicating property lines, easements, right-of-ways, etc.

1.1.3 The school or facility shall be air-conditioned. The school or facility shall be equipped with a computerized energy management system which meets state requirements and which includes manual overrides on all systems.

1.1.4 The Architect shall provide furniture and equipment layouts and note such items in equipment schedules.

1.1.5 Notwithstanding other provisions in this Agreement to the contrary, the Architect shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Architect under this Agreement. The Architect shall promptly, without additional compensation, correct or revise any errors or deficiencies discovered in his design, drawings, specifications and other

Additions and Deletions Report for AIA Document B102[™] – 2007 (formerly B141[™] – 1997 Part 1). Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:18:13 on 04/02/2015 under Order No.9656237535_1 which expires on 10/03/2015, and is not for resale.

User Notes:

(1165514828)

services. Neither the Owner's review, approval, acceptance of, or payment for the services required under this Agreement shall be construed to be a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Architect shall be and remain liable to the Owner for all damages, including costs, to the Owner caused by the Architect's negligent performance of any of the services furnished under this Agreement. The rights and remedies of the Owner provided for by this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

The Architect shall conform and/or provide services as stipulated in the Board of Education policy manual, a copy of which shall be available to the Architect upon request.

Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect."

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, in accordance with the schedule agreed to between the Architect and Owner..

PAGE 3

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost: The Board of Education of Frederick County, Frederick County Government – County Council, and the State of Maryland shall be named additional insured on policies excluding insurance required by statute. All forms of insurance and carriers shall have a Best's rating of "A" or better and are subject to the Owner's approval and Certificates of Insurance shall be provided to the Owner within ten (10) days of award of the Contract. The insurance shall be written on a General Liability policy form, Certificate of Insurance, ACCORD Form 25-S.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any): 1 General Liability Commercial General Liability Insurance paid on occurrence basis and shall include all major divisions of coverage and be on a comprehensive basis not less that the following limits:

Bodily Injury:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

(b) Personal Injury:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

(c) Property Damage:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

(d) Products/Completed Operations

\$2,000,000 Aggregate

1 General Liability(e) Fire Damage Legal Liability

\$50,000 Any One Fire

(f) Medical Expense:

\$5,000 Any One Person

(g) Property Damage Liability Insurance shall provide X, C and U coverage.

(h) Broad Form Property Damage Coverage shall include Completed Operations

.2 Business Automobile Liability (including, owned, non-owned and hired vehicles):

(a) Bodily Injury:

\$1,000,000 Each Person

\$2,000,000 Each Occurrence

(b) Property Damage:

500,000 Each Occurrence

.3 Workers' Compensation

- (a) As required by State Statute
- (b) Applicable Federal Statutory (e.g., Longshoremen's):
- (c) Employers' Liability:
 - \$500,000 per Accident
 - \$500,000 per Disease, Policy Limit
 - \$500,000 per Disease, Each Employee

.4 Professional Liability errors and omissions in the amount of \$2,000,000.00 in aggregate (\$1,000,000.00 Limit per Claim) with deductible not exceeding \$50,000

.5 Umbrella Excess Liability:
\$10,000,000 over primary insurance, or \$25,000 retention for self-insured hazards each occurrence.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner. These Certificates and the policies required by this Agreement shall contain a provision that coverages afforded under the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are not reasonably available, an additional Certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Information concerning reduction of coverage on account of revised limits or claims paid under any general aggregate, or both, shall be furnished by Architect with reasonable promptness in accordance with Architect's information and belief.

PAGE 4

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. Project.

...

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall Upon execution of this Agreement, the Architect grants to the Owner sole and exclusive ownership of all drawings, specifications and other documents (Instruments of Service) and Owner shall own and retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. rights, including copyright in these documents. The Architect expressly waives all such rights, including copyrights in all Instruments of Service and shall secure similar ownership rights in the Owner in all Instruments of Service produced by Architect's consultants. The Architect shall be permitted to retain copies, including reproducible copies of Instruments of Service for information and reference. The Instruments of Service shall not be used by the Architect or others on other Projects unless agreed to in writing by Owner. The Architect shall not be liable as a result of Owner's use of the Instruments of Service on other projects..

Architect warrants that all Instruments of Service do not infringe upon any copyright or otherwise expose the Owner to any liability to any third persons by reason of their use. Architect agrees to defend and indemnify the Owner against any and all costs and expense by reason of such claims.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license

~~granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.~~ is deleted.

~~§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.~~ is deleted

~~§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~ is deleted.

PAGE 5

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable Maryland law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

...

§ 4.1.3 ~~The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7. In the event there is a dispute between Owner and Architect, Architect shall proceed diligently with the performance of its obligations under this Agreement, and Owner shall continue to make payments as are required under this Agreement pending final resolution of the dispute.~~

...

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

Litigation in the Circuit Court for Frederick County or, in the event that court is unable to act, any other court of competent jurisdiction as selected by Owner in its sole discretion

§ 4.3 ARBITRATION is deleted

~~§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by~~

~~the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation; but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 4.3.4 CONSOLIDATION OR JOINDER~~

~~§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. ~~The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. ~~The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§ 5.3 If the Owner suspends the Project for more than ~~90~~ 180 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

PAGE 6

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be ~~compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.~~ entitled to receive compensation for the portion of his fee then earned and all substantiated

reimbursable expenses incurred as of the date of termination. No other or additional sums, whether for lost profits, overhead, consequential costs or damages, or otherwise shall be payable by Owner.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. In the event the Owner terminates this Agreement for cause, and it is adjudged that such cause did not exist, then the termination shall be deemed a termination for convenience and the Architect's compensation will be as set forth in paragraph 5.6..

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.3. In the event of any termination under this Agreement, the Architect consents to Owner's selection of another Architect of Owner's choice to assist the Owner in any way in the completion of the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project that has already been performed by Architect prior to termination. Other than providing information to the Owner with regard to services previously rendered, any additional services provided by Architect which are requested by Owner after termination shall be compensated by Owner at the hourly rate set forth herein for Additional Services.

...

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2 on a lump sum basis for basic services requested current as of the date of the purchase order. Work associated with Purchase Orders shall be completed at the prices effective on the date the Purchase Order is issued. All modifications to Purchase Orders are to be issued at the rates approved by the current award or renewal.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.) As a condition precedent to payment to the Architect for services rendered during the Construction Phase, the Architect shall provide to the Owner all of the Project's design calculations including but not limited to structural calculations, mechanical calculations, electrical calculations, water retention pond design calculations, pavement design calculations, storm water management calculations, etc. Electronic copies may be provided in lieu of hard copies provided they are sealed and signed on the electronic version.

The Architect shall not provide any Additional Services without the written authorization of the Owner. At Owner's request, Architect shall provide certified documentation verifying the Direct Personal Expense of any person providing Additional Services on the Project..

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence;
- .2 Void
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings other than listed in AIA B 201;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project is the Architects overhead expense, the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants may be billed with verification of the expense acceptable to the Owner;
- .9 All taxes levied on professional services and on reimbursable expenses;

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;

- ~~.3~~ Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.4~~ Printing, reproductions, plots, standard form documents;
- ~~.5~~ Postage, handling and delivery;
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ~~.8~~ Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ Site office expenses; and
- ~~.11~~ Other similar Project-related expenditures. All reimbursable expenses shall be submitted to the owner at 10% times the cost of such reimbursable expenses with no additional mark-ups or administrative fees..

~~§ 6.2.2~~ For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of ~~—~~ percent (~~—~~%) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

is deleted

PAGE 7

~~§ 6.4.1~~ An initial payment of ~~—~~ (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Payments to the architect shall be made with in 25 days of the invoice date. Invoice not received timely or invoices for services that exceed the actual progress of the project, as determined by the Owner, will be returned for revision and resubmission. Resubmit replacement invoices with a current date and signature.

~~§ 6.4.2~~ Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~—~~ () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(*Insert rate of monthly or annual interest agreed upon.*)

~~—~~% is deleted

~~§ 6.4.3~~ The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. is deleted

...

~~§ 7.1~~ This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.~~ State of Maryland and of Frederick County as applicable.

PAGE 8

~~§ 7.7~~ The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. materials, however, the architect must follow FCPS procedures for such photography. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary

information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

...

8.1 The Architect and its Consultants shall conform to all Frederick County Board of Education policies when they are on Board of Education property, including without limitation, the Board of Education's policies of no smoking, no consumption of alcohol or illegal drugs and no possession of weapons of any kind. All Frederick County Board of Education policies shall be available to the Architect for inspection upon request.

...

- ~~.1 — AIA Document B102 – 2007, Standard Form Agreement Between Owner and Architect~~
- ~~.2 — AIA Document E201 – 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

...

AIA Document B201 – 2007

...

Theresa R. Alban, Ph.D.,
Superintendent]

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Tony Ray, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:18:13 on 04/02/2015 under Order No. 9656237535_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:18:13 on 04/02/2015 under Order No.9656237535_1 which expires on 10/03/2015, and is not for resale.

User Notes:

(1165514828)