

Purchasing Office
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Frederick, Maryland 21701
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Stephen P. Starmer C.P.M., CSBA,
Purchasing Manager
**Kim Miskell, CSBO, Assistant Purchasing
Manager**
Bill Meekins CPPB, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

RFP NUMBER/NAME: 20A1, Brunswick Elementary School Feasibility Study Architect Selection

ISSUE DATE: June 26, 2019

CONTRACT MANAGER: Kim Miskell, CSBO, Assistant Purchasing Manager, kim.miskell@fcps.org

CONTRACT ADMINISTRATOR: Elizabeth Pasierb, AICP, Supervisor of Facilities Planning,
elizabeth.Pasierb@fcps.org

QUESTIONS: Questions due no later than 4:00 P.M., local time, on July 11, 2019. Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.

PRE-PROPOSAL DATE: 1:00 P.M., local time on July 2, 2019

PRE-PROPOSAL LOCATION: Brunswick Elementary School; 400 Central Avenue, Brunswick, MD 21716

OBTAINING DOCUMENTS: To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist. If you have problems downloading this bid or applicable addenda, contact: amy.beall@fcps.org

BONDS REQUIRED: NO

MBE REQUIREMENTS: NO

RFP DUE: 2:00 P.M., local time, on July 17, 2019
Faxed or emailed bids are not acceptable.

SEALED RFP DELIVERED TO: Frederick County Public Schools
Attn: Purchasing Department
191 South East Street
Frederick, MD 21701
(Parking is available at Deck #5 on All Saints Street)

RFP must be properly marked with vendor's business name, address, quote name and number on the envelope or package. Do not return the following pages: cover page, table of contents, map, calendar, directory or terms and conditions.

TENTATIVE AWARD DATE: BOE Work Session, scheduled on: August 14, 2019

ELIGIBILITY TO BID: All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at www.emarylandmarketplace.com. FCPS will no longer accept bidder's applications.

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INVITATION FOR PROPOSALS

June 26, 2019

20A1, Brunswick Elementary School Feasibility Study Architect Selection

Frederick County Public Schools is soliciting architectural services for the feasibility study of the modernization or replacement of Brunswick Elementary School.

Architectural firms are invited to submit a Technical and Fee proposal for the feasibility study. The original and eight (8) copies of your proposal are **due in this office by 2 p.m., Wednesday, July 17, 2019. The fee proposal shall be submitted at the same time in a separate sealed envelope.** In addition, please submit a copy of a recently completed feasibility study. The feasibility study may be submitted in electronic form and emailed to beth.pasierb@fcps.org with a copy to kim.miskell@fcps.org. A pdf format is preferred.

The written technical proposal should be no more than five to ten pages of text with attachments of materials on comparable projects and other items as you think necessary. Also include the full SF330 for the firm and subconsultants. The proposal should be neat and bound, standard copy machine copies on regular paper are acceptable. The proposal should address the feasibility study requirements as outlined below and any other information you feel appropriate. Site and concept diagrams, cover pages, cover letters, resumes, and SF330 forms do not count towards the five to ten pages of text. Please be concise as our reviewers will have many proposals to review.

A pre-submittal meeting is scheduled at Brunswick ES on Tuesday, July 2, 2019 at 1:00 pm. Please sign in at the front office and you will be directed to the meeting. We will give you a brief introduction to the feasibility study, answer questions and provide a tour of the building and campus. This will be the only opportunity to tour the school prior to the proposal submission and award of contract. No individual tours will be available.

THE PROJECT

Brunswick Elementary School (ES) is located at 400 Central Avenue, Brunswick, MD, 21716. The school houses grades pre-K through 5. Located on 24.63 acres, Brunswick ES was originally constructed in 1952 with additions in 1959 and 1978. The building is approximately 60,200 square feet with a state rated capacity (SRC) of 508. Approximately 40,000 square feet was renovated in 1980. There are currently 10 portable classrooms on site. The developer of Brunswick Crossing subdivision will add another 15 acres to this site as a condition of their development approval. It is anticipated that this will occur by December 2019.

The purpose of the feasibility study is to identify school facility renovation and space needs, and the cost of meeting those needs. The study will consider all available options including renovation, partial demolition and complete demolition. The study will follow the Public Schools Construction Program's guidelines and consider the ability to meet the educational program, the physical condition of the existing school, constructability of each option, local and state regulations, cost of each option, length of construction time, and available space for relocating students during each construction option. The feasibility study is expected to begin in August 2019 upon award of contract and be completed within 2 months, with a presentation to the Board of Education at their October 22, 2019 board meeting.

The successful applicant will be responsible for a draft feasibility study report, final report and presentation to the Board of Education. There will be no public meetings required of the successful applicant.

SCOPE OF SERVICES

The feasibility study will follow the PSCP Feasibility Study guidelines and include at a minimum, the following:

1. Educational Specifications:

A review of our most recent prototype elementary educational specifications for Blue Heron Elementary School, as amended for the needs of Brunswick ES, is required. The educational specifications will serve as a guide for the space needs in terms of programs, spaces, and features in a modernized Brunswick Elementary School. A Summary of Project Space Requirements for the Brunswick ES Feasibility Study is attached.

The consultant's report will consider FCPS and State IAC design standards and policies and will include in tabular and graphic form an abbreviated description of each instructional and support area, an existing building floor plan showing space uses and spatial relationships, a summary of spatial requirements to meet current educational specifications, a description of each building system and reference to external standards and codes such as MSDE, BOCA, ADAAG/UFAs.

The consultant's report will include information on years of construction and occupancy and renovation dates of building sections showing existing size in NSF and GSF, individual spaces in the existing building showing size in square feet, number of teaching stations in the building, description of support spaces and facilities in the building, school site size and site attributes, utilities serving school, building floor plan and site plan and also a digitized floor plan of the existing building.

Basic AutoCAD floor plans are available for the successful applicant's use. In addition, a survey of the school's space utilization completed for the recent SRC calculations is also available.

2. Existing Conditions:

The consultant's report will include a description of the condition of existing building components and existing building spaces. Building Component: For each building component listed below, evaluate (1) the quality of the original design and construction of the system, (2) the existing condition of the system, (3) the remaining life expectancy of the system. For each of these components, also develop a 35-year life cycle cost analysis indicating required renovation, replacement and maintenance.

The Building Components should include but are not limited to the following:

- Primary Structure (foundation, floors, roof)
- Building Envelope (walls, windows, doors)
- Secondary Systems (floor finishes, ceiling, interior walls and partitions)
- Mechanical Systems (HVAC, plumbing, etc., including water and septic systems)
- Kitchen and Food Service Equipment and Design
- Electrical Systems (base service, fire alarm, exit lighting, security lighting, etc.)
- Plumbing Systems
- Electronic Communications (video, voice, data)
- Energy Efficiencies and Environmental Conditions
- Site Conditions and Utilities (existing structures, stadium, track, athletic fields and other sport facilities, roadways, walkways, parking, site access (school bus, parent drop-off, pedestrian and service vehicle), storm water drainage, floodplain and utilities including gas, water, sewer, electric, telephone).

3. Building and Life Safety Issues:

The consultant's report will include an evaluation and cost estimates as appropriate to address the following issues or problems:

- Hazardous Materials (asbestos, lead, PCBs, underground storage tanks)
- Accessibility (ADA requirements)
- Fire Safety, Fire Alarms (egress, construction type, sprinkler system, alarm system improvements)
- All other relevant building and life safety codes

Any existing information and reports regarding building and life safety issues will be made available to the successful architect.

4. Thirty-five Year Life Cycle Cost Analysis:

The consultant's report will include a 35-year life cycle cost analysis for renovation and modernization options to include:

- Renovation and Modernization Costs based on different options (costs per square foot and total cost analysis) for both occupied and non-occupied school, and Site Development Costs, using information from study items 2 and 3 above
- Partial and Complete Demolition Options including replacement of the school on the same site
- Maintenance and Replacement Costs over 35 years, using information from study item 2 above
- Temporary Housing Costs (portable classrooms, temporary facilities, etc.)
- Utility and Energy Costs over 35 years

5. Summary of Options:

The consultant's report will include a summary of how well the existing building and each modernization option will accommodate the educational program and address system deficiencies. Discussion should include adjacency of spaces, space size and configuration, net to gross area ratio, site size and configuration, issues associated with occupied renovations, security, renovation/construction schedule, ability to retain unique features of Brunswick ES, costs, total cost of ownership, energy efficiencies, ability to meet LEED requirements, etc.

6. Floor Plans and Site Plans:

The consultant's report will provide concept space and site plans for all options plus color rendered floor and site plans suitable for public presentation to Board of Education and the school community.

7. Cost Estimates:

The consultant's report shall provide cost estimates for all options, in a level of detail that will allow adequate consideration of the individual building components, building issues or problems, construction schedules, accommodations for occupied renovations or replacement of school and life cycle cost study results. The consultant's cost estimate shall consider total cost of ownership and shall be in such a format as to provide a basis for a project budget request to the Board of Education and County and State officials.

8. Recommendations:
The consultant's report will contain a summary and recommendation including the points and issues leading to the recommendation.
9. Meetings and Public Engagement:
The successful applicant shall meet periodically with the project manager, school administration and other FCPS staff as necessary. The successful applicant shall not be responsible for meetings with the school community. However, the consultant will present the final recommendation to the Board of Education.
10. Final Report:
The consultant will submit fifteen (15) copies of the final report, including one camera-ready original along with digital files of the report, drawings and plans.

TECHNICAL PROPOSAL

The technical proposal should include the following:

1. Description of the process you will employ to accomplish the tasks outlined in the project scope above including coordination of the consultant's team and project schedule.
2. Provide a list of milestones/deliverables along with a schedule to meet a Feasibility Study due date of no later than October 9, 2019.
3. Provide the names and addresses of the civil, structural, electrical/mechanical/plumbing, telecommunications engineers, food service designers and any other sub-consultants you would employ for this project and the experience these firms and/or individuals have had with projects like this project. Also, include the name and title of the individual(s) assigned from each firm to work on this project.
4. Provide a copy of a feasibility study that you have recently completed for a modernization project that, in your opinion, is as close to our project as possible. Submit the feasibility study electronically by email. Preferred format is pdf.
5. Provide us with a list of other examples of your feasibility study work involving projects that are, in your judgment, like our modernization project, and for which your firm was or is also project design architect. Where your firm was feasibility study and project design architect on some, but not all of the project, please so indicate.
6. Finally, provide references that we may contact for three of your firm's feasibility study projects. These should be recent references. Please provide project location, organization, name, title, address and telephone number.

SUBMISSION

If you are interested in being considered, please send the original and 8 copies of your proposal and name the members of your design team including the project architect, civil engineer, mechanical/electrical engineer, communication/data network consultant, food service consultant, LEED certified design professional and anyone else you choose to be part of your team. Please include your firm and your sub consultant's SF330. Please submit to Kim Miskell, Purchasing Department, Frederick County Public Schools, 191 South East Street, Frederick, MD 21701, to **arrive no later than 2 p.m., Wednesday, July 17, 2019.**

Provide a detailed lump sum cost proposal using the attached form and attach your firm's standard list of fees (hourly rates) in a sealed envelope separate from your technical proposal. Fee proposals will only be accepted in this form. To aid you in the preparation of a cost proposal, a copy of our standard agreement is enclosed.

Should you have questions about this RFP, please submit them by 4 PM on Tuesday, July 11, 2019 so that all questions and answers may be shared via an addendum.

A team of FCPS employees will review all technical proposals and meet to select the top qualified firms. The fees of these top firms will be opened and a final score will be determined based on the technical qualifications and fee amounts. The contract will be awarded to the firm with the highest overall score. No initial "Letter of Interest" phase will be pursued for this project. It is anticipated that the recommendation of the winning firm will be posted on the FCPS Board of Education BoardDocs webpage on August 9 for approval at the August 14 meeting.

Your continued interest in serving the Frederick County Public Schools is appreciated. Should you have any questions concerning this matter, please contact me at (301) 644-5208.

Sincerely,

Kim Miskell

Kim Miskell, CSBO
Assistant Purchasing Manager

km/ab

Attachment



AIA[®] Document B210[™] – 2017

Standard Form of Architect's Services: Facility Support

Agreement made as of the _____ day of _____ for the following **PROJECT**:
(Name and location or address)

Brunswick Elementary Feasibility Study
400 Central Avenue
Brunswick, Maryland 21716
RFP 20A1

THE OWNER:
(Name, legal status and address)

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

THE ARCHITECT:
(Name, legal status and address)

THE AGREEMENT
(Paragraphs deleted)

TABLE OF ARTICLES

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- 2 FACILITY SUPPORT SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on:

- 1) Request for Technical and Fee Proposal, RFP # _____ dated _____.
- 2) Addendum 1 to the Request for Technical Proposal & Fee Proposal, RFP # _____, dated _____.
- 3) _____ Response to Request for Technical & Fee Proposal, RFP # _____, dated _____.
- 4) FCPS Vendor Policies and Regulation.

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.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102[™]-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802[™]-2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement. The Architect should consult with its professional liability insurance provider to determine whether the services described herein are covered under the Architect's policy.

§ 1.1.1 The Architect shall retain the following consultants:
(List subconsultant name, discipline, address, and individual named in technical proposal)

§ 1.1.2 The
(Paragraphs deleted)

Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation through a change order request.

(Paragraphs deleted)

ARTICLE 2 FACILITY SUPPORT SERVICES

§ 2.1 The Architect shall manage the Feasibility Study and prepare report consistent with requirements in Article 2.6 & Article 6, attend meetings pertaining to the Feasibility Study, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness, of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule for the Feasibility Study that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the Feasibility Study schedule with the Owner's Project schedule.

§ 2.4 The Architect shall submit documentation regarding the Feasibility Study to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Feasibility Study.

§ 2.5 The Architect shall provide the listed Study Services if specifically designated below as the Architect's responsibility for the Study.

Services	Responsibility (Architect, Owner or Not Provided)	Facility (Identify the Facility or Facilities for each service)
§ 2.5.1 FACILITY CONDITION ASSESSMENT		
.1 Code Review	Architect	
.2 Site Features	Architect	
.3 Exterior Components	Architect	
.4 Interior Components	Architect	
.5 Mechanical, Electrical, and Plumbing Systems	Architect	
.6 Conveying Equipment	Architect	
.7 Life Safety and Fire Protection Systems	Architect	
.8 Data and Communication Systems	Architect	
<i>(Row deleted)</i>		
.9 Preliminary Cost Estimate	Architect	
.10 Facility Condition Index	Owner	
.11 Building Automation Assessment	Architect	
§ 2.5.2 FACILITY PERFORMANCE ASSESSMENT		
<i>(Rows deleted)</i>		
.1 Area Calculations	Architect	
.2 Space Allocation Inventory	Architect	
<i>(Rows deleted)</i>		
§ 2.5.3 OTHER FACILITY SUPPORT SERVICES		

(Row deleted)

.1	Record Document Evaluation	Architect	
.2	Work Orders Evaluation	Architect	

(Rows deleted)

§ 2.6 Description of Services

A brief description of each Feasibility Study requirement is provided below.

§ 2.6.1 FEASIBILITY STUDY

§ 2.6.1.1 Code Review. The Architect shall review the requirements of laws, codes, and regulations that pertain to the facility condition assessment services selected in Section 2.5.1. The Architect shall provide the Owner with a written assessment and recommendations regarding the Facility's compliance with such laws, codes, and regulations.

§ 2.6.1.2 Site Features. The Architect shall provide the Owner with a written assessment, based on visual observation and inspection of FCPS records and plans, of the site conditions of the Facility, including hardscaping, paving and parking, flatwork, storm water drainage, and landscaping. The assessment shall identify existing site features; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, upgrades, modifications and further investigation along with a cost estimate for each.

§ 2.6.1.3 Exterior Components. The Architect shall provide the Owner with a written assessment, based on visual observation and inspection of FCPS records, of the exterior conditions of the Facility, including roofs, walls, areaways, windows, and doors. The Architect shall be responsible for exposing and repairing areas where additional information is required. The assessment shall identify existing exterior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, upgrades, modifications and further investigation along with cost estimates for each. If applicable, the Architect shall identify the next safety inspection date for exterior components.

§ 2.6.1.4 Interior Components. The Architect shall provide the Owner with a written assessment, based on visual observation and inspection of FCPS records and plans, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. The Architect is responsible for exposing and repairing those areas where required for additional information. The assessment shall identify existing interior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, upgrades, modifications and further investigation along with cost estimate for each.

§ 2.6.1.5 Mechanical, Electrical, and Plumbing Systems. The Architect shall provide the Owner with a written assessment, based on visual observation and inspection of FCPS records and plans, of the mechanical, electrical, and plumbing systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify existing mechanical, electrical, and plumbing systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, upgrades, modifications, and further investigation along with cost estimates for each.

§ 2.6.1.6 Conveying Equipment. The Architect shall provide the Owner with a written assessment, based on visual observation, of the conveying equipment of the Facility, including elevators. The assessment shall identify existing conveying equipment; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.7 Life Safety and Fire Protection Systems. The Architect shall provide the Owner with a written assessment, based on visual observation and inspection of FCPS records and plans, of the life safety and fire protection systems of the Facility, including fire alarm systems, sprinklers and standpipes, smoke detection and control systems, emergency lighting, fire extinguishers, signage, and medical devices. The assessment shall identify existing life safety and fire protection systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, upgrades, modifications and further investigation along with cost estimates for each.

§ 2.6.1.8 Data and Communication Systems. The Architect shall provide the Owner with a written assessment, based on visual observation and inspection of FCPS records and plans, of the data and communication systems of the Facility, including equipment, equipment rooms and closets, and distribution systems. The assessment shall identify existing data and communications systems; describe their current conditions; estimate their remaining useful life; identify observed

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deficiencies; and provide recommendations regarding repairs, replacements, upgrades, modifications and further investigation along with cost estimate for each.

(Paragraphs deleted)

§ 2.6.1.9 Preliminary Cost Estimate. Based on the Facility Condition Assessment services provided, the Architect shall prepare a preliminary cost estimate to implement the Architect's recommended repairs, upgrades, modifications and replacements. The Architect's preliminary cost estimate shall be based on current area, volume, or similar conceptual estimating techniques and shall include Contractors' general conditions costs, overhead, and profit, but not the compensation of the Architect, financing, or other costs that are the responsibility of the Owner.

§ 2.6.2 FACILITY PERFORMANCE ASSESSMENT

(Paragraphs deleted)

§ 2.6.2.1 Building Automation Systems. The Architect shall provide the Owner with a written assessment of the building automation systems of the Facility. The assessment shall include an evaluation of record documents, computer software, equipment and system trending, alarms, and energy management, as they pertain to the building automation systems. The assessment shall also include preliminary recommendations for improving performance of the building automation systems along with cost estimates for each.

(Paragraphs deleted)

§ 2.6.3 SPACE MANAGEMENT

(Paragraphs deleted)

§ 2.6.3.1 Area Calculations. The Architect shall perform area calculations for the Facility identifying the area allocated for all existing spaces and those identified in the educational specifications.

§ 2.6.3.2 Space Allocation Inventory. The Architect shall provide an inventory of occupant spatial use within the Facility and in portable classrooms where applicable.

(Paragraphs deleted)

§ 2.6.4 Other Facility Support

(Paragraphs deleted)

§ 2.6.4.1 The Architect shall also be responsible for all work as described in the Scope of Services found in RFP # _____ as well as addendums attached hereto.

(Paragraph deleted)

§ 2.6.4.2 The Architect shall also be responsible for as many presentations as required at meetings with the school community, elected officials, and the community at large. The Architect shall prepare all presentation materials, exhibits and handouts and shall document each meeting and present meeting minutes to the Owner.

(Paragraphs deleted)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article may entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide to the Architect data necessary for the Feasibility Study, which may include record drawings; shop drawings; operation and maintenance manuals; master plans; operation costs; work order system data; building automation systems; pertinent records relative to historical building data, building equipment, building materials, and furnishings; and repair records.

§ 4.2 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services during regular business hours with sufficient notice from the Architect. The personnel shall conduct tours and walk-throughs and explain the Facility's original, current, and anticipated future use.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Feasibility Study in the amount of _____ plus reimbursables not to exceed _____. Payment shall be made in the following manner:

- 1) _____ at the completion and Owner acceptance of the Existing Conditions Report.
- 2) _____ at the completion and Owner acceptance of the Draft Feasibility Study.
- 3) _____ at the completion and Owner acceptance of the Final Feasibility Study Report.

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

The study shall be completed for the fee provided by _____. Services above those listed in this Agreement shall be by change order in accordance with the standard fees submitted with the fee proposal as negotiated to this Agreement.

(Paragraphs deleted)

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: Facility Support are as follows:

The Feasibility Study shall be completed in accordance with the Request For Technical Proposal and Fee Proposal for the _____ – RFP# _____ dated _____ and addenda, and the State of Maryland Public School Construction Program.

ARTICLE 7 INSURANCE REQUIREMENTS

§ 7.1 The Architect shall maintain the following insurance for the duration of this Agreement. The Board of Education of Frederick County, The Frederick 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 an A.M. Best's rating of "A" or better and are subject to the Owner's approval, all 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 shall be ACCORD 25-s(7/97).

- .1 Comprehensive General Liability with policy limits of not less than One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.
- .2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

The Architect may use umbrella or excess insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Umbrella or Excess Liability limits will be excess over the underlying General Liability and Automobile Liability limits and there will be no coverage gaps.

- .3 Workers' Compensation of statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00).
- .4 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars and No Cents (\$2,000,000.00) per claim and in the aggregate with deductible not exceeding \$50,000.00..
- .5 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this section 2.5 in its entirety. The certificates will show the Owner as The Board of Education of Frederick County, The Frederick County Council and The State of Maryland as an additional insured on the Comprehensive General Liability Automobile Liability, umbrella or excess policies.

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- .6 The Architect shall comply with each of the additional insurance requirements set forth below:
- a. The Owner shall receive insurance certificates from the Architect evidencing the compliance of insurance requirements at least 10 days before Work commences.
 - b. Policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.
 - c. Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.
 - d. Insurance policies shall provide primary insurance coverage to the Owner and Frederick County Council as additional insureds for loss, injury, and damage arising out of or associated with the Services under this Agreement as opposed to pro-rata with, concurrent with or excess to any other insurance coverage by Owner.
 - e. The Architect's selection of insurer shall be acceptable to the Owner, and the insurer shall be lawfully authorized to do business in the State of Maryland.
 - f. If project insurance purchased by the Architect has been issued on a "claims made" basis the Architect shall comply with the following additional conditions: Architect will supply certificates of project insurance evidencing the above coverage for two (2) years after final completion of the Project with such certificates evidencing a retroactive date no later than the beginning of the Work under this Agreement, or Architect shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final completion and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Agreement.
 - g. Architect agrees to indemnify and hold the Owner harmless from all losses, claims, liabilities, injuries, damages and expenses that Owner may incur by reason of any injury or damage sustained to any person or property arising out, or occurring in connection with, Architect's negligent acts, errors, or omissions. Owner agrees to indemnify and hold the Architect harmless from all losses, claims, liabilities, injuries, damages and expenses that the Architect may incur by reason of any injury or damage sustained to any person or property arising out, or occurring in connection with the Owner's negligent acts, errors or omissions.

ARTICLE 8 SCOPE OF THE AGREEMENT

§ 8.1 This Agreement represents the entire and integrated Agreement between the Owner and 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.

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

OWNER

ARCHITECT

(Signature)

Theresa R. Alban, Ph.D., Superintendent of Schools

(Printed name and title)

(Signature)

(Printed name and title)

Additions and Deletions Report for

AIA® Document B210™ – 2017

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 16:29:48 ET on 06/26/2019.

PAGE 1

for ~~Agreement~~ made as of the _____ day of _____ for the following PROJECT:

...

Brunswick Elementary Feasibility Study
400 Central Avenue
Brunswick, Maryland 21716
RFP 20A1

...

The Board of Education of Frederick County
191 South East Street
Frederick, Maryland 21701-5918

...

THE AGREEMENT

~~This Standard Form of Architect's Services is part of the accompanying Owner Architect Agreement (hereinafter, together referred to as the Agreement) dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)~~

...

§ 1.1 The Architect's services are based ~~on the Initial Information set forth in this Article 1 on:~~

- 1) Request for Technical and Fee Proposal, RFP # _____ dated _____.
- 2) Addendum 1 to the Request for Technical Proposal & Fee Proposal, RFP # _____, dated _____.
- 3) _____ Response to Request for Technical & Fee Proposal, RFP # _____, dated _____.
- 4) FCPS Vendor Policies and Regulation.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Architect shall ~~perform the Facility Support Services described herein for the following Facility or Facilities; retain the following consultants:~~
(~~List the name and location or address of each building or other Facility for which the Architect will perform Facility Support Services.~~) subconsultant name, discipline, address, and individual named in technical proposal

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§ 1.1.2 The Architect shall retain the following consultants:

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(List name, discipline, address, and other information.)

Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation through a change order request.

§ 1.1.3 The Owner's contractors and consultants that affect the Architect's services:

(List name, discipline, address, and other information.)

§ 1.1.4 Other Initial Information on which the Architect's services are based:

(List below other information that will affect the Architect's performance of its services, such as the Owner's intended use for the Facility or Facilities, the Owner's budget for the Project, the Owner's anticipated milestone dates, current digital facility management system, and Owner confidentiality requirements.)

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

§ 2.1 The Architect shall manage the Facility Support Services, research applicable design criteria, attend meetings pertaining to the Facility Support Services, Feasibility Study and prepare report consistent with requirements in Article 2.6 & Article 6, attend meetings pertaining to the Feasibility Study, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. Owner. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness, of services and information furnished by the Owner and the Owner's consultants. Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Facility Support Services for the Feasibility Study that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Facility Support Services-Feasibility Study schedule with the Owner's Project schedule.

§ 2.4 The Architect shall submit documentation regarding the Facility Support Services-Feasibility Study to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Facility Support Services-Feasibility Study.

§ 2.5 The Architect shall provide the listed Facility Support Services-only Study Services if specifically designated below as the Architect's responsibility for the Facility or Facilities designated. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Facility Support Service is not being provided for the Project.

(Designate the Architect's Facility Support Services and the Owner's Facility Support Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Facility Support Service and each Facility for which the service is to be provided.)Study.

...

.1	Code Review	Architect	
.2	Site Features	Architect	
.3	Exterior Components	Architect	
.4	Interior Components	Architect	

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.5	Mechanical, Electrical, and Plumbing Systems	Architect	
.6	Conveying Equipment	Architect	
.7	Life Safety and Fire Protection Systems	Architect	
.8	Data and Communication Systems	Architect	
.9	Furnishings, Fixtures, and Equipment Inventory		
.10-.9	Preliminary Cost Estimate	Architect	
.11-.10	Facility Condition Index	Owner	
.11	Building Automation Assessment	Architect	

...

.1	Utility Operating Cost		
.2	Building Automation Systems		
.3	Workspace Ergonomics		
.4	Sustainability		
.5	Building Certification Assistance		
.6	Health and Wellness		
§ 2.5.3 OPERATIONS ASSESSMENT			
.1	Labor Cost		
.2	Work Order Process		
.3	Vendor Contracts		
.4	Organization and Policies		
§ 2.5.4 SPACE MANAGEMENT			
.1	Area Calculations	Architect	
.2	Space Allocation Inventory	Architect	
.3	Occupancy Planning		
.4	Migration Planning		
.5	Move, Add, Change Management		
.6	Workplace Strategies		
§ 2.5.5 MAINTENANCE MANAGEMENT			
.1	Maintenance Plan		
.2	Maintenance Management Services		
.3	Ongoing Commissioning Plan		
.4	Ongoing Commissioning Services		
§ 2.5.3 OTHER FACILITY SUPPORT SERVICES			
§ 2.5.6 DIGITAL FACILITY MANAGEMENT SYSTEM			
.1	Record Document Evaluation	Architect	
.2	Selection Work Orders Evaluation	Architect	
.3	Implementation and Training		
.4	Operation		
.5	Consulting		
§ 2.5.7 OTHER FACILITY SUPPORT SERVICES			

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A brief description of each Facility Support Service Feasibility Study requirement is provided below.

§ 2.6.1 FACILITY CONDITION ASSESSMENT

§ 2.6.1 FEASIBILITY STUDY

§ 2.6.1.2 Site Features. The Architect shall provide the Owner with a written assessment, based on visual observation, observation and inspection of FCPS records and plans, of the site conditions of the Facility, including hardscaping,

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paving and parking, flatwork, storm water drainage, and landscaping. The assessment shall identify existing site features; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, ~~and further investigation-upgrades, modifications and further investigation along with a cost estimate for each.~~

§ 2.6.1.3 Exterior Components. The Architect shall provide the Owner with a written assessment, based on visual ~~observation, observation and inspection of FCPS records,~~ of the exterior conditions of the Facility, including roofs, walls, areaways, windows, and doors. ~~The Architect shall be responsible for exposing and repairing areas where additional information is required.~~ The assessment shall identify existing exterior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, ~~and further investigation-upgrades, modifications and further investigation along with cost estimates for each.~~ If applicable, the Architect shall identify the next safety inspection date for exterior components.

§ 2.6.1.4 Interior Components. The Architect shall provide the Owner with a written assessment, based on visual ~~observation, observation and inspection of FCPS records and plans,~~ of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. ~~The Architect is responsible for exposing and repairing those areas where required for additional information.~~ The assessment shall identify existing interior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, ~~and further investigation-upgrades, modifications and further investigation along with cost estimate for each.~~

§ 2.6.1.5 Mechanical, Electrical, and Plumbing Systems. The Architect shall provide the Owner with a written assessment, based on visual ~~observation, observation and inspection of FCPS records and plans,~~ of the mechanical, electrical, and plumbing systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify existing mechanical, electrical, and plumbing systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, ~~and further investigation-upgrades, modifications, and further investigation along with cost estimates for each.~~

§ 2.6.1.6 Conveying Equipment. The Architect shall provide the Owner with a written assessment, based on visual observation, of the conveying equipment of the Facility, including ~~elevators, escalators, and moving walks, elevators.~~ The assessment shall identify existing conveying equipment; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

§ 2.6.1.7 Life Safety and Fire Protection Systems. The Architect shall provide the Owner with a written assessment, based on visual ~~observation, observation and inspection of FCPS records and plans,~~ of the life safety and fire protection systems of the Facility, including fire alarm systems, sprinklers and standpipes, smoke detection and control systems, emergency lighting, fire extinguishers, signage, and medical devices. The assessment shall identify existing life safety and fire protection systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, ~~and further investigation-upgrades, modifications and further investigation along with cost estimates for each.~~

§ 2.6.1.8 Data and Communication Systems. The Architect shall provide the Owner with a written assessment, based on visual ~~observation, observation and inspection of FCPS records and plans,~~ of the data and communication systems of the Facility, including equipment, equipment rooms and closets, and distribution systems. The assessment shall identify existing data and communications systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, ~~and further investigation-upgrades, modifications and further investigation along with cost estimate for each.~~

§ 2.6.1.9 Furnishings, Fixtures, and Equipment Inventory. The Architect shall provide the Owner with an inventory of furnishings, fixtures, and equipment in the Facility and provide a new, or record an existing, unique identifying tag for each. ~~The inventory shall identify each furnishing, fixture, or piece of equipment by its identifying tag and location; describe its current condition; estimate its remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigations.~~

§ 2.6.1.10 Preliminary Cost Estimate. Based on the Facility Condition Assessment services provided, the Architect shall prepare a preliminary cost estimate to implement the Architect's recommended repairs and replacements. The Architect's preliminary cost estimate shall be based on current area, volume, or similar conceptual estimating techniques and shall include Contractors' general conditions costs, overhead, and profit, but not the compensation of the Architect, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner. The preliminary cost estimate represents the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any estimate prepared or agreed to by the Architect.

§ 2.6.1.11 Facility Condition Index. The Architect shall provide the Owner with a benchmark of the current condition of the Facility using the Facility Condition Index (FCI) method or other standard as approved by the Owner.

§ 2.6.1.9 Preliminary Cost Estimate. Based on the Facility Condition Assessment services provided, the Architect shall prepare a preliminary cost estimate to implement the Architect's recommended repairs, upgrades, modifications and replacements. The Architect's preliminary cost estimate shall be based on current area, volume, or similar conceptual estimating techniques and shall include Contractors' general conditions costs, overhead, and profit, but not the compensation of the Architect, financing, or other costs that are the responsibility of the Owner.

§ 2.6.2.1 Utility Operating Cost. The Architect shall provide the Owner with a written assessment of the utility operating costs of the Facility. The assessment shall include an evaluation of relevant utility bills, weather data, building automations systems, utility rates, hours of occupancy, and applicable codes as they pertain to utility operating costs. The assessment shall also include a comparison of the Facility's utility operating costs to industry benchmarks and preliminary recommendations for improvement.

§ 2.6.2.2 Building Automation Systems. The Architect shall provide the Owner with a written assessment of the building automation systems of the Facility. The assessment shall include an evaluation of record documents, computer software, equipment and system trending, alarms, and energy management, as they pertain to the building automation systems. The assessment shall also include preliminary recommendations for improving performance of the building automation systems.

§ 2.6.2.3 Workspace Ergonomics. The Architect shall provide the Owner with a written assessment of workspace ergonomics within the Facility. The assessment shall include an evaluation of work environments, chairs, keyboards, and monitors. The assessment shall also include preliminary recommendations for improving workspace ergonomics within the Facility.

§ 2.6.2.4 Sustainability. The Architect shall provide the Owner with a written assessment of the sustainable performance of the Facility, including an evaluation of site conditions, energy and resource consumption, sustainable design features, building materials and finishes, and indoor environmental quality. The assessment shall include preliminary recommendations for improving the sustainable performance of the Facility.

§ 2.6.2.5 Building Certification Assistance. The Architect shall assist in the application for, and submission of the pertinent data for, the following building certifications:
(List the building certifications for which the Architect will provide assistance.)

§ 2.6.2.6 Health and Wellness. The Architect shall provide the Owner with a written assessment of the health and wellness aspects of the Facility in accordance with the WELL Building Standard® published by the International WELL Building Institute™ and current as of the date of the Agreement, or other standard rating system as agreed to in writing by the Owner and Architect. The assessment shall include preliminary recommendations for improving the health and wellness aspects of the Facility.

§ 2.6.3 OPERATIONS ASSESSMENT

§ 2.6.3.1 Labor Costs. The Architect shall provide the Owner with a written assessment of labor costs of operating the Facility, including an evaluation of the organization structure, service contracts, job descriptions, salary structure,

benefits, shift coverage, and applicable codes. The assessment shall include a comparison of the Facility's labor costs to industry benchmarks and recommendations for improvement.

§ 2.6.3.2 Work Order Process. The Architect shall provide the Owner with a written assessment of the work order processes for the Facility, including an evaluation of preventive maintenance procedures, unscheduled maintenance, and related software systems. The assessment shall include a comparison of the Facility's work order process to industry benchmarks and recommendations for improvement.

§ 2.6.3.3 Vendor Contracts. The Architect shall provide the Owner with a written assessment of the vendor contracts identified below. The assessment shall include an evaluation of vendor scopes of work, accounting records, and performance data. The assessment shall also include a comparison of the Facility's vendor contracts to industry benchmarks and recommendations for improvement.

(Identify vendor contracts included in the Architect's assessment.)

§ 2.6.3.4 Organization and Policies. The Architect shall provide the Owner with a written assessment of the Owner's organizational structure, administrative procedures, and policy and procedure manuals that relate to management of the Facility. The assessment shall include a comparison to similar organizations and recommendations for improvement.

§ 2.6.4 SPACE MANAGEMENT

§ 2.6.4.1 Area Calculations. The Architect shall perform area calculations for the Facility or Facilities identified in Section 2.5.4.1 using the following measurement standard:

(Identify the measurement standard the Architect will use for area calculations.)

§ 2.6.4.2 Space Allocation Inventory. The Architect shall provide an inventory of occupant spatial use within the Facility. The inventory shall include stacking diagrams and plans that identify areas by occupant use.

§ 2.6.4.3 Occupancy Planning. The Architect shall provide the Owner with an occupancy plan for the Facility. In developing the occupancy plan, the Architect shall: (1) consult with the Owner to determine occupancy goals, the Owner's organizational structure, and space and planning parameters; (2) conduct interviews of select members of the Owner's staff to determine forecasted growth, space needs, and departmental adjacencies; and (3) provide the Owner with preliminary occupancy scenarios.

§ 2.6.4.4 Migration Planning. The Architect shall provide the Owner with a migration plan to implement the occupancy plan for the Facility. The migration plan shall include a schedule of migration activities and occupant origination and destination areas. In developing the migration plan, the Architect shall consult with the Owner to determine migration sequencing, construction schedules, resource availability, department activity, and the need for transition space.

§ 2.6.4.5 Move, Add, Change Management. The Architect shall manage move, add, and change requests, regarding occupancy, equipment, and spatial use within the Facility. The Architect shall develop protocols to generate and respond to requests, and prepare preliminary cost estimates and schedules for projects that arise out of requests. The Architect may use the Owner's digital facility management system to manage the move, add, and change process.

§ 2.6.2.1 Building Automation Systems. The Architect shall provide the Owner with a written assessment of the building automation systems of the Facility. The assessment shall include an evaluation of record documents, computer software, equipment and system trending, alarms, and energy management, as they pertain to the building automation systems. The assessment shall also include preliminary recommendations for improving performance of the building automation systems along with cost estimates for each.

§ 2.6.4.6 Workplace Strategies. The Architect shall consult with the Owner to develop strategies to improve workplace productivity and efficiency in the Facility, such as strategies to manage change in the workplace; reduce occupancy costs and space requirements; foster occupant innovation and collaboration; or increase occupant engagement, satisfaction, and retention.

§ 2.6.5 MAINTENANCE MANAGEMENT

§ 2.6.5.1 Maintenance Plan. The Architect shall provide the Owner with a maintenance plan for the Facility. The maintenance plan shall: (1) identify systems, building components, and materials that require periodic maintenance and include maintenance protocols for each; (2) include a list of participants in the maintenance process, their roles and responsibilities, and protocols for participant communication and the distribution of information; and (3) describe services necessary to manage the maintenance activities for the Facility, including coordination, observation, and record-keeping requirements.

§ 2.6.3 SPACE MANAGEMENT

§ 2.6.5.2 Maintenance Management Services. The Architect shall perform the maintenance management services identified as the Architect's responsibility in the Facility's maintenance plan until termination of the Agreement or as identified below.

(Identify the termination date of the Architect's maintenance management services if other than the termination of the Agreement.)

§ 2.6.5.3 Ongoing Commissioning Plan. The Architect shall provide the Owner with an Ongoing Commissioning Plan for the Facility. The Ongoing Commissioning Plan shall identify systems to be commissioned on a periodic basis and include requirements for repeated functional testing and ongoing monitoring.

§ 2.6.5.4 Ongoing Commissioning Services. The Architect shall perform the Ongoing Commissioning Services identified as the Architect's responsibility in the Facility's Ongoing Commissioning Plan until termination of the Agreement or as identified below.

(Identify the termination date of the Architect's Ongoing Commissioning Services if other than the termination of the Agreement.)

§ 2.6.3.1 Area Calculations. The Architect shall perform area calculations for the Facility identifying the area allocated for all existing spaces and those identified in the educational specifications.

§ 2.6.6 DIGITAL FACILITY MANAGEMENT SYSTEM

§ 2.6.3.2 Space Allocation Inventory. The Architect shall provide an inventory of occupant spatial use within the Facility and in portable classrooms where applicable.

§ 2.6.6.1 Evaluation. The Architect shall evaluate the necessity and feasibility of implementing a software or web-based digital facility management system, such as a computerized maintenance management system or integrated workplace management system, to manage the Facility's capital improvements, space planning and usage, maintenance and operation, and resource consumption. If the Architect recommends implementation of a digital facility management system, the Architect shall also evaluate the system's capabilities and functionality. In performing these evaluations, the Architect shall consult with the Owner to determine the Owner's management goals, facility and space needs, maintenance needs, technological capabilities, and budget. The Architect shall present its findings and recommendations to the Owner.

§ 2.6.6.2 Selection. The Architect shall assist the Owner to select a digital facility management system, which may include preparing and distributing a request for proposal to potential service providers, coordinating software demonstrations, and developing a comparative matrix to grade potential service providers. If the Owner has an existing digital facility management system, the Architect shall assess its performance and provide the Owner with recommendations.

§ 2.6.4 Other Facility Support

§ 2.6.6.3 Implementation and Training. The Architect shall implement a digital facility management system selected by the Owner. The Architect's implementation services shall include software configuration, data integration, user administration setup, and report writing. The Architect shall also train the Owner and the Owner's staff on the proper use and maintenance of the digital facility management system, and provide the Owner with protocols for each.

§ 2.6.6.4 Operation. ~~The Architect shall operate and maintain a digital facility management system, selected by the Owner, to manage the following aspects of the Facility.
(Identify aspects of the Facility that the Architect will manage with the Digital Facility Management System, such as space use monitoring, vacancy tracking, and maintenance and operation support.)~~

§ 2.6.4.1 The Architect shall also be responsible for all work as described in the Scope of Services found in RFP # _____ as well as addendums attached hereto.

§ 2.6.6.5 Consultation. ~~The Architect shall consult with the Owner and the Owner's other consultants regarding aspects of the Owner's digital facility management system, which may include software updates, data integration, report generation, and digital dashboards.~~

§ 2.6.4.2 The Architect shall also be responsible for as many presentations as required at meetings with the school community, elected officials, and the community at large. The Architect shall prepare all presentation materials, exhibits and handouts and shall document each meeting and present meeting minutes to the Owner.

§ 2.6.7 Other Facility Support Services Identified in Section 2.5.7:
~~(Describe the Facility Support Services, if any, identified in Section 2.5.7.)~~

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article ~~shall~~ may entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

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§ 4.1 The Owner shall provide to the Architect data necessary for the ~~Facility Support Services, Feasibility Study,~~ which may include record drawings; shop drawings; operation and maintenance manuals; master plans; operation costs; ~~operation budgets; salary structure; organizational changes; job descriptions and qualifications; work order system data; building automation systems; administration support and policy and procedure manuals;~~ pertinent records relative to historical building data, building equipment, building materials, and furnishings; and repair records.

§ 4.2 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the ~~services.~~ services during regular business hours with sufficient notice from the Architect. The personnel shall conduct tours and walk-throughs and explain the Facility's original, current, and anticipated future use.

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§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the ~~Facility Support Services as follows: Feasibility Study~~ in the amount of _____ plus reimbursables not to exceed _____. Payment shall be made in the following manner:

- (Insert amount of, or basis for, compensation.) 1) _____ at the completion and Owner acceptance of the Existing Conditions Report.
- 2) _____ at the completion and Owner acceptance of the Draft Feasibility Study.
- 3) _____ at the completion and Owner acceptance of the Final Feasibility Study Report.

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:

~~(Insert amount of, or basis for, compensation.)~~

The study shall be completed for the fee provided by _____. Services above those listed in this Agreement shall be by change order in accordance with the standard fees submitted with the fee proposal as negotiated to this Agreement.

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus — percent (—%), or as otherwise stated below:

...

The Feasibility Study shall be completed in accordance with the Request For Technical Proposal and Fee Proposal for the — RFP# — dated — and addenda, and the State of Maryland Public School Construction Program.

ARTICLE 7 INSURANCE REQUIREMENTS

§ 7.1 The Architect shall maintain the following insurance for the duration of this Agreement. The Board of Education of Frederick County, The Frederick 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 an A.M. Best's rating of "A" or better and are subject to the Owner's approval, all 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 shall be ACCORD 25-s(7/97).

- .1 Comprehensive General Liability with policy limits of not less than One Million Dollars and No Cents (\$1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.
- .2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

The Architect may use umbrella or excess insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. The Umbrella or Excess Liability limits will be excess over the underlying General Liability and Automobile Liability limits and there will be no coverage gaps.

- .3 Workers' Compensation of statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00).
- .4 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars and No Cents (\$2,000,000.00) per claim and in the aggregate with deductible not exceeding \$50,000.00..
- .5 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this section 2.5 in its entirety. The certificates will show the Owner as The Board of Education of Frederick County, The Frederick County Council and The State of Maryland as an additional insured on the Comprehensive General Liability Automobile Liability, umbrella or excess policies.
- .6 The Architect shall comply with each of the additional insurance requirements set forth below:
 - a. The Owner shall receive insurance certificates from the Architect evidencing the compliance of insurance requirements at least 10 days before Work commences.
 - b. Policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.
 - c. Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.
 - d. Insurance policies shall provide primary insurance coverage to the Owner and Frederick County Council as additional insureds for loss, injury, and damage arising out of or associated with the Services under this Agreement as opposed to pro-rata with, concurrent with or excess to any other insurance coverage by Owner.

- e. The Architect's selection of insurer shall be acceptable to the Owner, and the insurer shall be lawfully authorized to do business in the State of Maryland.
- f. If project insurance purchased by the Architect has been issued on a "claims made" basis the Architect shall comply with the following additional conditions: Architect will supply certificates of project insurance evidencing the above coverage for two (2) years after final completion of the Project with such certificates evidencing a retroactive date no later than the beginning of the Work under this Agreement, or Architect shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final completion and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Agreement.
- g. Architect agrees to indemnify and hold the Owner harmless from all losses, claims, liabilities, injuries, damages and expenses that Owner may incur by reason of any injury or damage sustained to any person or property arising out, or occurring in connection with, Architect's negligent acts, errors, or omissions. Owner agrees to indemnify and hold the Architect harmless from all losses, claims, liabilities, injuries, damages and expenses that the Architect may incur by reason of any injury or damage sustained to any person or property arising out, or occurring in connection with the Owner's negligent acts, errors or omissions.

ARTICLE 8 SCOPE OF THE AGREEMENT

§ 8.1 This Agreement represents the entire and integrated Agreement between the Owner and 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.

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

OWNER

ARCHITECT

(Signature)

Theresa R. Alban, Ph.D., Superintendent of Schools

(Printed name and title)

(Signature)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, 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 16:29:48 ET on 06/26/2019 under Order No. 7642102590 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B210™ – 2017, Standard Form of Architect's Services: Facility Support, 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)

SUMMARY OF PROJECT SPACE REQUIREMENTS
Brunswick Elementary School Feasibility Study
June 2019

SPACE	QUANTITY	NET SQUARE FEET (NSF) PER SPACE	TOTAL NET SQUARE FEET
<u>Administration</u>			
Secretarial/Reception Waiting Area	1	450	450
Workroom	1	200	200
Principal's Office @ 180 sq. ft.	1	180	180
Asst Principal's Office @ 150 sq. ft.	1	150	150
Conference Room	1	200	200
Administration Bathroom	1	50	50
Student Bathroom	1	300	300
Teacher's Lounge with Bathroom	1	400	400
Staff bathrooms to be distributed throughout school @ 50 sq. ft.	4	50	200
Total Administration			2,130
<u>Health Suite</u>			
Nurse's Office	1	100	100
Health Room w/ small shower and toilet	1	500	500
Total Health Suite			600
<u>Media Center</u>			
Media Office and Equipment Storage/workroom	1	400	400
Open Resource Area (w/ informal reading area)	1	2,000	2000
Small Group Instruction Area	1	450	450
Media Broadcast Room	1	180	180
STEM Lab	1	800	800
Computer, TV, Communications Main Distribution Frame	1	300	300
Remote Telecommunications Equipment Closets (one each wing)	2	100	200
Total Media Center			4,330
<u>Art</u>			
Art Studio A	1	1,000	1,000
Storage for Studio A	1	150	150
Art Studio B	1	1,000	1,000
Storage for Studio B	1	150	150
Total Art			2,300
<u>Music</u>			
Vocal Music Room	1	1,100	1,100
Music Storage Room	2	75	150
Instrumental Music Room	1	800	800
Total Music			2,050

SPACE	QUANTITY	NET SQUARE FEET (NSF) PER SPACE	TOTAL NET SQUARE FEET
<u>Physical Education</u>			
Gymnasium, full basketball court size (84' x 50')	1	6,272	6,272
Indoor/Outdoor equipment storage	1	400	400
Bathrooms Area - Boys and Girls	1	240	240
Teacher office/bathroom/shower/dressing	1	250	250
Total Gymnasium			7,162
<u>Pre-Kindergarten</u>			
Pre-Kindergarten classrooms @ 1100 sq. ft.	2	1,100	2,200
Pre-Kindergarten bathrooms @ 50 sq. ft.	2	50	100
Pre-Kindergarten Storage Room	1	100	100
Total Pre-Kindergarten			2,400
<u>Kindergarten</u>			
Kindergarten Classrooms @ 1,100 sq. ft.	5	1,100	5,500
Kindergarten Bathrooms @ 50 sq. ft.	5	50	250
Indoor/Outdoor Storage Rooms @ 200 sq. ft.	2	200	400
Total Kindergarten			6,150
<u>Learning Area, Grades 1-5</u>			
General Classrooms @ 800 sq. ft.	25	800	20,000
General Classroom Group Bathrooms @ 240 sq. ft.	3	240	720
Planning Rooms @300 sq. ft.	2	300	600
Total Learning area, Grades 1-5			21,320
<u>Supporting Services Area</u>			
Offices with desks for math and reading Interventionists and specialists, special education @800 sq. ft.	2	800	1600
Intervention/Collaboration Rooms (to be used for reading, math, EL, pull-out special education) @200 sq. ft.	10	200	2000
Small Conference (testing/quiet space/outside therapy)	1	150	150
Calming Room @200 sq. ft.	2	200	400
Guidance @200 sq. ft.	2	200	400
Itinerant Staff (Psychologist/Social Worker/Behavior Specialist etc)	1	200	200
Speech/Language and Itinerant Services, OT/PT @ 360 sq. ft.	1	360	360
EL Level 1 classrooms	1	800	800
Community Liaison Office/Storage	1	200	200
Parent Work Room	1	200	200
Reading Specialist/Book Rooms @ 400 sq. ft.	1	400	400
Total Supporting Services			6,710

SPACE	QUANTITY	NET SQUARE FEET (NSF) PER SPACE	TOTAL NET SQUARE FEET
<u>Food Service</u>			
Kitchen - Serving/Food prep/Transport	1	1,200	1,200
Dry Food Storage	1	300	300
Non-food storage	1	60	60
Refrigerated storage – walk-in	1	130	130
Frozen Food storage – walk-in	1	120	120
Office	1	80	80
Locker/restroom/washer & dryer area	1	120	120
Dishwashing area	1	220	220
Inside receiving area	1	60	60
Covered outside unloading area (100 sq. ft.); 18" tailgate height	1		0
Total Food Service			2,290
<u>Cafetorium</u>			
Dining area (250 @ 16 sq. ft. per student)	1	4,000	4,000
Stage	1	850	850
Chair Storage	1	300	300
Table Storage	1	200	200
Custodial Room	1	60	60
Total Cafetorium			5,410
<u>Custodial Operations</u>			
Custodial Office	1	175	175
Locker room/shower/bathroom, women	1	90	90
Locker room/shower/bathroom, men	1	90	90
Central Indoor Storage	1	300	300
Indoor Satellite Storage @ 50 sq. ft.	4	50	200
Outdoor storage			350
Total Custodial Operations			1,205
<u>Maintenance</u>			
Maintenance Office	1	120	120
Maintenance storage area	1	400	400
Total Maintenance			520
TOTAL NET SQUARE FEET			64,577
TOTAL GROSS SQUARE FEET @ 1.4 net to gross ratio			90,408
<u>SCHOOL CAPACITY CALULATION:</u>			
Pre-Kindergarten, @ 20 students (ea)	1	20	
Kindergarten, @ 22 students (ea)	5	110	
General Classrooms, @ 23 students (ea)	25	575	
Special Education preK, @ 10 students (ea)	1	10	
STATE RATED CAPACITY		715	

BRUNSWICK ES FEASIBILITY STUDY FEE PROPOSAL

Architect	
Civil	
Structural	
MEP	
Telecommunications	
Food Service	
Other Sub	
Subtotal	\$0

Reimbursables*	
TOTAL FEE	\$0

*Reimbursables will include:

Exceptions and Comments:

SIGNATURE ACKNOWLEDGING PROPOSAL

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

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	_____