

Purchasing Office
191 South East Street
Frederick, Maryland 21701
301-644-5208 phone
301-644-5213 fax
kim.miskell@fcps.org



Kerrie Koopman CPPB, CPPO,
Purchasing Manager
**Kim Miskell, CSBO, Assistant Purchasing
Manager**
Bill Meekins CPPB, CPPO, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

ADDENDUM

April 27, 2020

ADDENDUM # 2

RFP 20A3, Facility and Program Assessment of Four Schools - Architect Selection

DUE DATE: Wednesday, May 6, 2020, prior to and no later than 11:00 A.M. at

<https://secure.procurenow.com/portal/fcps>

This addendum is being issued to provide additions, corrections, clarifications and answers to certain questions raised referencing the original proposal packages and any resultant contracts for the above bid.

1. This Addendum includes the following attachment(s):
 - a. AIA Document B210 - 2017, Standard Form of Architect's Services (20 pages)
 - b. Pre-Proposal Meeting Notes (1 page)
 - c. Pre-Proposal Attendance Sheet (2 pages)

Thank you for your interest in bidding with Frederick County Public Schools and we apologize for any inconvenience this may have caused.

Sincerely,

Kim Miskell

Kim Miskell, CSBO
Assistant Purchasing Manager

KM/ab

cc: Adnan Mamoon, Director of Capital Programs, Division of Operations



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)

Facility and Program Assessment for Four Schools

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

THE AGREEMENT

(Paragraphs deleted)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 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.

§ 1.1.1 The Architect shall retain the following consultants:

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.

Init.

(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 Limited Renovation Study and prepare report consistent with requirements in Article 2.6 & Article 6, attend meetings pertaining to the Limited Renovation Study, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with the information provided by the Owner. The Architect shall be responsible for verifying the accuracy, and completeness of 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 information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule for the Limited Renovation 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 Limited Renovation Study schedule with the Owner's Project schedule.

§ 2.4 The Architect shall submit documentation regarding the Limited Renovation 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 Limited Renovation 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)	Location of Service Description (Section 2.7 below or an exhibit attached to this document and identified below)
(Rows deleted)		
§ 2.5.1 Site Survey	N/A	
§ 2.5.2 Exterior Building Survey	Architect	
§ 2.5.3 Interior Building Survey	Architect	
§ 2.5.4 Inventory Building Assets	Architect	
§ 2.5.5 Mechanical and Electrical Systems Survey	Architect	
(Rows deleted)		
§ 2.5.6 Data and Communication Systems Survey	Architect	
(Rows deleted)		
§ 2.5.7 Energy Operating Cost Evaluation	Architect	
(Rows deleted)		
§ 2.5.8 Labor Operating Cost Evaluation	Architect	
(Row deleted)		
§ 2.5.9 Vendor Contracts Evaluation	N/A	
§ 2.5.10 Other Operating Cost Evaluation	Architect	
§ 2.5.11 Organization Structure Evaluation	N/A	
(Row deleted)		
§ 2.5.12 Computer Software Evaluation	N/A	
(Rows deleted)		

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§ 2.5.13	Building Automation System Evaluation	Architect	
<i>(Row deleted)</i>			
§ 2.5.14	Work Order Systems Evaluation	N/A	
<i>(Rows deleted)</i>			
§ 2.5.15	Record Documents Evaluation	Architect	
<i>(Rows deleted)</i>			
§ 2.5.16	Administration Evaluation	N/A	
§ 2.5.17	Policy and Procedure Manuals Evaluation	N/A	
§ 2.5.18	Equipment Rooms Survey	Architect	
§ 2.5.19	Code Review	Architect	
	Building Interior	Architect	
<i>(Rows deleted)</i>			
	Building Exterior	Architect	
<i>(Row deleted)</i>			
	Site	Architect	
§ 2.5.20	Agency Reviews	Architect	
§ 2.5.21	Energy Certification Program	N/A	

§ 2.6 Description of Services

A brief description of each Limited Renovation Study requirement is provided below.

§ 2.6.1 LIMITED RENOVATION STUDY

2.6.1 Site Survey: Not required.

(Paragraph deleted)

§ 2.6.2 Exterior Building Survey: Survey the condition of the exterior of the building, which many include the roof, areaways, foundation, windows, entrances and exits. Assess the useful life of each. Provide suggested upgrades/modifications for each along with a cost estimate for such.

(Paragraph deleted)

§ 2.6.3 Interior Building Survey: Survey the condition of the interior of the building, which may include the ceilings, walls, floors, stairways, elevators and doors. Assess the useful life of each. Provide suggested upgrades/modifications for each along with a cost estimate for such.

(Paragraph deleted)

§ 2.6.4 Inventory Building Assets:

Inventory the building assets, which may include the furnishings, fixtures and equipment. Assess the useful life of each.

§ 2.6.5 Mechanical and Electrical Systems Survey: Survey the mechanical and electrical systems, which may include the condition of equipment, distribution systems, devices, fixtures, finishes and controls. Assess the useful life of each. Provide suggested upgrades/modifications for each along with a cost estimate for such.

(Paragraph deleted)

§ 2.6.6 Data and Communication Systems Survey: Survey data and communication systems, which may include the condition of equipment, equipment rooms and closets, distribution systems, devices, hardware, software and licenses. Assess the useful life of each. Provide suggested upgrades/modifications for each along with a cost estimate for such.

(Paragraph deleted)

§ 2.6.7 Energy Operating Cost Evaluation: Review the energy operating data, which may include the utility bills, weather data, building automation system, cost of energy, hours of occupancy and applicable codes. Compare operating costs with industry benchmarks. Provide suggested upgrades/modifications for each along with a cost estimate for such.

(Paragraph deleted)

§ 2.6.8 Labor Operating Cost Evaluation: Review labor operating data, which may include organization structure, service contracts, job descriptions, salary structure, benefits, shift coverage and applicable codes. Compare operating costs with industry benchmarks.

(Paragraph deleted)

§ 2.6.9 Vendor Contracts Evaluation: Not required by this scope of work.

§ 2.6.10 Other Operating Cost Evaluation: Review operating data other than energy and labor data.

(Paragraph deleted)

§ 2.6.11 Organization Structure Evaluation: Not required by this scope of work.

(Paragraphs deleted)

§ 2.6.12 Computer Software Evaluation: Not required by this scope of work.

§ 2.6.13 Building Automation System Evaluation: Evaluate the building automatic temperature controls, which may include a review of record documents, computer software, equipment and system trending, alarms, energy management and job skills needed for the management of the building's automation system. Provide suggested upgrades/modifications for each along with a cost estimate for such.

§ 2.6.14 Work Order Systems Evaluation: Not required by this scope of work.

§ 2.6.15 Record Documents Evaluation: Evaluate the record documents, which may include a review of record drawings, contract specifications, operation and maintenance manuals, commissioning final report, warranties, equipment shop drawings and test data reports.

§ 2.6.16 Administration Evaluation: Not required by this scope of work.

§ 2.6.17 Policy and Procedure Manuals Evaluation: Not required by this scope of work.

§ 2.6.18 Equipment Rooms Survey: Survey the equipment rooms, which may include a review of the equipment rooms for mechanical, electrical, data/communication and elevators relative to cleanliness, code compliance, adequate lighting, and accessibility. Compare with industry standards and suggest improvements and provide cost to accommodate recommended improvements.

§ 2.6.19 Code Review: Review local, state and federal code requirements as designated in Section 2.6.19 and compare the existing conditions versus current compliance.

§ 2.6.20 Agency Reviews: Survey the specific requirements of FCPS, the Authorities having jurisdiction, The State of Maryland Public School Construction Program, and DGS recommendations and compare the existing facilities conditions.

§ 2.6.21 Energy Certification Program: Not required by this scope of work.

§ 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.

(Paragraph 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.

(Paragraphs deleted)

§ 2.6.4.2 The Architect shall also be responsible for as many presentations as required at meetings with the school administration, maintenance team, and other FCPS Staff. 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 The Study shall be accomplished for the fee provided by the successful Architect. Services above those listed in this Agreement will be via change order negotiated to this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria.

§ 4.2 The Owner shall provide to the Architect data necessary for the Limited Renovation 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.

§ 4.3 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. Therefore, access to such shall be coordinated with the Operations Division Staff and shall be conducted to minimize instructional disruption.

ARTICLE 5 COMPENSATION

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

- 1) 40% at the completion and Owner acceptance of the Preliminary Report to include the summary of educational specifications, proposed project schedule, existing facility inventory, and existing conditions of site and building
- 2) 40% plus printing reimbursables at the completion and Owner acceptance of the final Limited Renovation Study Report and
- 3) 20% after Board of Education presentation

§ 5.2

Additional Services that may arise during the course of the Project, including those under Section 3.1, the Owner shall compensate the Architect as follows: by negotiated change order to this Contract in accordance with hourly rates schedule submitted as part of the fee proposal and attached herein.

Init.

(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 Limited Renovation Study shall be completed in accordance with the Request For Technical Proposal and Fee Proposal for the Facility and Program Assessment for Four Schools – RFP# 20A3 dated April 16, 2020 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

(Signature)

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

(Printed name and title)

ARCHITECT

(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 16:23:07 ET on 04/21/2020.

PAGE 1

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

...

Facility and Program Assessment for Four Schools

...

(Name, legal status and address)

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

...

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)~~

PAGE 2

§ 1.1.2 The Architect shall retain the following consultants:

~~(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, Limited Renovation Study and prepare report consistent with requirements in Article 2.6 & Article 6, attend meetings pertaining to the Limited Renovation 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. 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. the information provided by the Owner. The Architect shall be responsible for verifying the accuracy, and completeness of 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 of Facility Support Services for the Limited Renovation 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 Limited Renovation Study schedule with the Owner's Project schedule.~~

§ 2.4 ~~The Architect shall submit documentation regarding the Facility Support Services Limited Renovation 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 Limited Renovation 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.~~

<u>Services</u>	<u>Responsibility</u> (Architect, Owner or Not Provided)	<u>Location of Service Description</u> (Section 2.7 below or an exhibit attached to this document and identified below)
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		
.2 Site Features	§ 2.5.1 Site Survey	N/A
.3 Exterior Components	§ 2.5.2 Exterior Building Survey	Architect
.4 Interior Components	§ 2.5.3 Interior Building Survey	Architect
§ 2.5.4 Inventory Building Assets	Architect	
§ 2.5.5 Mechanical and Electrical Systems Survey	Architect	
.5 Mechanical, Electrical, and Plumbing Systems		
.6 Conveying Equipment		
.7 Life Safety and Fire Protection Systems		
.8 § 2.5.6 Data and Communication Systems Survey	Architect	
.9 Furnishings, Fixtures, and Equipment Inventory		
.10 Preliminary Cost Estimate		
.11 Facility Condition Index		
§ 2.5.2 FACILITY PERFORMANCE ASSESSMENT		
.1 Utility	§ 2.5.7 Energy Operating Cost Evaluation	Architect
.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	§ 2.5.8 Labor Operating Cost Evaluation	Architect
.2 Work Order Process		
.3 § 2.5.9 Vendor Contracts Evaluation	N/A	
§ 2.5.10 Other Operating Cost Evaluation	Architect	
§ 2.5.11 Organization Structure Evaluation	N/A	
.4 Organization and Policies		
§ 2.5.12 Computer Software Evaluation	N/A	
§ 2.5.4 SPACE MANAGEMENT		
.1 Area Calculations		
.2 Space Allocation Inventory		
§ 2.5.13 Building Automation System Evaluation	Architect	
.3 Occupancy Planning		
§ 2.5.14 Work Order Systems Evaluation	N/A	
.4 Migration Planning		
.5 Move, Add, Change Management		
.6 Workplace Strategies		
§ 2.5.5 MAINTENANCE MANAGEMENT		
§ 2.5.15 Record Documents Evaluation	Architect	
.1 Maintenance Plan		
.2 Maintenance Management Services		
.3 Ongoing Commissioning Plan		
.4 Ongoing Commissioning Services		

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User Notes:

(1748135215)

§ 2.5.6 DIGITAL FACILITY MANAGEMENT SYSTEM			
.1	§ 2.5.16 Administration Evaluation	<u>N/A</u>	
	§ 2.5.17 Policy and Procedure Manuals Evaluation	<u>N/A</u>	
	§ 2.5.18 Equipment Rooms Survey	<u>Architect</u>	
	§ 2.5.19 Code Review	<u>Architect</u>	
	<u>Building Interior</u>	<u>Architect</u>	
.2	<u>Selection</u>		
.3	<u>Implementation and Training</u>		
	<u>Building Exterior</u>	<u>Architect</u>	
.4	<u>Operation</u>		
	.5 Consulting Site	<u>Architect</u>	
	§ 2.5.20 Agency Reviews	<u>Architect</u>	
§ 2.5.7 OTHER FACILITY SUPPORT SERVICES			
	§ 2.5.21 Energy Certification Program	<u>N/A</u>	

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A brief description of each ~~Facility Support Service~~ Limited Renovation Study requirement is provided below.

§ 2.6.1 FACILITY CONDITION ASSESSMENT

§ 2.6.1 LIMITED RENOVATION STUDY

2.6.1 Site Survey: Not required.

§ 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.~~

§ 2.6.2 Exterior Building Survey: Survey the condition of the exterior of the building, which many include the roof, areaways, foundation, windows, entrances and exits. Assess the useful life of each. Provide suggested upgrades/modifications for each along with a cost estimate for such.

§ 2.6.1.2 Site Features. ~~The Architect shall provide the Owner with a written assessment, based on visual observation, 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, and further investigation.~~

§ 2.6.3 Interior Building Survey: Survey the condition of the interior of the building, which may include the ceilings, walls, floors, stairways, elevators and doors. Assess the useful life of each. Provide suggested upgrades/modifications for each along with a cost estimate for such.

§ 2.6.1.3 Exterior Components. ~~The Architect shall provide the Owner with a written assessment, based on visual observation, of the exterior conditions of the Facility, including roofs, walls, areaways, windows, and doors. 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. If applicable, the Architect shall identify the next safety inspection date for exterior components.~~

§ 2.6.4 Inventory Building Assets:

Inventory the building assets, which may include the furnishings, fixtures and equipment. Assess the useful life of each.

§ 2.6.5 Mechanical and Electrical Systems Survey: Survey the mechanical and electrical systems, which may include the condition of equipment, distribution systems, devices, fixtures, finishes and controls. Assess the useful life of each. Provide suggested upgrades/modifications for each along with a cost estimate for such.

§ 2.6.1.4 Interior Components. The Architect shall provide the Owner with a written assessment, based on visual observation, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. 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.

§ 2.6.6 Data and Communication Systems Survey: Survey data and communication systems, which may include the condition of equipment, equipment rooms and closets, distribution systems, devices, hardware, software and licenses. Assess the useful life of each. Provide suggested upgrades/modifications for each along with a cost estimate for such.

§ 2.6.1.5 Mechanical, Electrical, and Plumbing Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, 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.

§ 2.6.7 Energy Operating Cost Evaluation: Review the energy operating data, which may include the utility bills, weather data, building automation system, cost of energy, hours of occupancy and applicable codes. Compare operating costs with industry benchmarks. Provide suggested upgrades/modifications for each along with a cost estimate for such.

§ 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. 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.

§ 2.6.8 Labor Operating Cost Evaluation: Review labor operating data, which may include organization structure, service contracts, job descriptions, salary structure, benefits, shift coverage and applicable codes. Compare operating costs with industry benchmarks.

§ 2.6.1.7 Life Safety and Fire Protection Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, 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.

§ 2.6.9 Vendor Contracts Evaluation: Not required by this scope of work.

§ 2.6.10 Other Operating Cost Evaluation: Review operating data other than energy and labor data.

§ 2.6.1.8 Data and Communication Systems. The Architect shall provide the Owner with a written assessment, based on visual observation, 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.

§ 2.6.11 Organization Structure Evaluation: Not required by this scope of work.

§ 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.

§ 2.6.12 Computer Software Evaluation: Not required by this scope of work.

§ 2.6.13 Building Automation System Evaluation: Evaluate the building automatic temperature controls, which may include a review of record documents, computer software, equipment and system trending, alarms, energy management and job skills needed for the management of the building's automation system. Provide suggested upgrades/modifications for each along with a cost estimate for such.

§ 2.6.14 Work Order Systems Evaluation: Not required by this scope of work.

§ 2.6.15 Record Documents Evaluation: Evaluate the record documents, which may include a review of record drawings, contract specifications, operation and maintenance manuals, commissioning final report, warranties, equipment shop drawings and test data reports.

§ 2.6.16 Administration Evaluation: Not required by this scope of work.

§ 2.6.17 Policy and Procedure Manuals Evaluation: Not required by this scope of work.

§ 2.6.18 Equipment Rooms Survey: Survey the equipment rooms, which may include a review of the equipment rooms for mechanical, electrical, data/communication and elevators relative to cleanliness, code compliance, adequate lighting, and accessibility. Compare with industry standards and suggest improvements and provide cost to accommodate recommended improvements.

§ 2.6.19 Code Review: Review local, state and federal code requirements as designated in Section 2.6.19 and compare the existing conditions versus current compliance.

§ 2.6.20 Agency Reviews: Survey the specific requirements of FCPS, the Authorities having jurisdiction, The State of Maryland Public School Construction Program, and DGS recommendations and compare the existing facilities conditions.

§ 2.6.21 Energy Certification Program: Not required by this scope of work.

§ 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.)

§ 2.6.2.1 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.

§ 2.6.4.2 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.

§ 2.6.3 SPACE MANAGEMENT

§ 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.

§ 2.6.3.1 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.

§ 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.

§ 2.6.4.6 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.

§ 2.6.4 Other Facility Support

§ 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.)

§ 2.6.4.1 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.

~~§ 2.6.5.3 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.)~~

~~§ 2.6.6 DIGITAL FACILITY MANAGEMENT SYSTEM~~

~~§ 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.

~~§ 2.6.6.3 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.)~~

§ 2.6.4.2 The Architect shall also be responsible for as many presentations as required at meetings with the school administration, maintenance team, and other FCPS Staff. The Architect shall prepare all presentation materials, exhibits and handouts and shall document each meeting and present meeting minutes to the Owner.

~~§ 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.

~~§ 2.6.7 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 entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the

Architect's schedule. The Study shall be accomplished for the fee provided by the successful Architect. Services above those listed in this Agreement will be via change order negotiated to this Agreement.

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§ 4.1 The Owner shall provide to the Architect data necessary for the Facility Support Services, 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. furnish a program setting forth the Owner's objectives, schedule, constraints and criteria.

§ 4.2 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The personnel shall conduct tours and walk-throughs and explain the Facility's original, current, and anticipated future use to the Architect data necessary for the Limited Renovation 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.

§ 4.3 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. Therefore, access to such shall be coordinated with the Operations Division Staff and shall be conducted to minimize instructional disruption.

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Facility Support Services as follows: Limited Renovation 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) 40% at the completion and Owner acceptance of the Preliminary Report to include the summary of educational specifications, proposed project schedule, existing facility inventory, and existing conditions of site and building
 - 2) 40% plus printing reimbursables at the completion and Owner acceptance of the final Limited Renovation Study Report and
 - 3) 20% after Board of Education presentation

§ 5.2 For

Additional Services that may arise during the course of the Project, including those under Article 3, Section 3.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.) by negotiated change order to this Contract in accordance with hourly rates schedule submitted as part of the fee proposal and attached herein.

§ 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:

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The Limited Renovation Study shall be completed in accordance with the Request For Technical Proposal and Fee Proposal for the Facility and Program Assessment for Four Schools – RFP# 20A3 dated April 16, 2020 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

(Signature)

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

(Printed name and title)

ARCHITECT

(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 16:23:07 ET on 04/21/2020 under Order No. 4323301581 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)

04.22.2020 Pre-Proposal Meeting Notes, RFP 20A3, Facility and Program Assessment for Four Schools

Introduction of Staff

- Kim Miskell, Assistant Purchasing Manager
- Adnan Mamoom, Director of Capital Programs

It was asked that all in attendance on the pre-proposal meeting call email Kim Miskell to confirm their attendance at Kimberly.Miskell@fcps.org or Kim.Miskell@fcps.org.

Technical and Fee proposals are due May 6, 2020 and shall be submitted electronically through ProcureNow.

Questions due by 4:00 p.m. on April 29, 2020.

A tentative award is scheduled for the June 10, 2020 BOE Work Session.

No tours of the schools will be available during the RFP phase. Layouts of each of the schools have been provided as reference; however, please note that they are not to scale.

FCPS is considering a new way to address system needs through limited renovation. The purpose of this assessment is to identify systemic renovation needs, conformance to the educational specifications, and the cost of meeting those needs and should include but is not limited to the following:

- Limitations of the building to meet the Educational program
- Physical condition of existing school
- Number of systems needing improvement – should target at least the five most critical systems
- Building and Life Safety Issues
- Summary of Strategies
- Floor Plans
- Cost Estimates
- Phasing plans (FCPS anticipates the construction work to be done over two summer breaks)
- Recommendations

The assessment is expected to begin in July 2020 following award of the contract and the receipt of all required documentation. The final report must be completed by September 13, 2020.

It is anticipated that these facilities will be available for the assessment study.

Bid 20A3, Facility Program Assessment of Four Schools - Architect Selection

Pre-Bid Attendance Sheet

April 22, 2020 at 8:30 a.m. via Skype Business Video Conference

Company	Name	Email	Phone
KCI Technologies, Inc.	Adam Rickey	adam.rickey@kci.com	(410) 792-8086
KPN Architects, LLC	Alexis Tayag	atayag@kpnarch.com	(443) 682-7758
Samaha	Amy Tram	atram@samaha-arch.com	(703) 691-3311
Newman Architects	Anastasiia Rybyska	arybyska@newmanarchitects.com	(202) 525-2726
	Andrew Larson		
BKM Architects	Andy Endres	aendres@bkma.com	(410) 323-0600
USA Architects	Barbara Jasioneck	bvaccaro@usaarchitects.com	(908) 722-2300
Murphy & Dittenhafer Architects	Beth Reed	bar@murphdittarch.com	(510) 625-4823
USA Architects	Beth Sherby	bsherby@usaarchitects.com	(908) 722-2300
RE Management Solutions	Carlos Gonzalez	carlo@gorems.com	(410) 340-0523
Frederick Ward Associates	Cassie Hays	Chays@fredward.com	(410) 838-7900
Facility Engineering Associates	Chris Hodges		
Kim Engineering	Chris Ley	chrisley@kimengineering.com	(240) 542-4238
Waldon Studio Architects	Christa Kerrigan	ckerrigan@waldonstudio.com	(410) 290-9680
Schrader Group	Christina Kanyavong		(410) 235-5851
Penza Bailey Architects	Dan Bailey	dbailey@penzabailey.com	(410) 435-6677
Clark Azar & Associates	Dana Clark	dclark@clarkazar.com	(240) 912-3494
Johnson, Mirmiran & Thompson	Dave Recchia	drecchia@jmt.com	(410) 372-4617
Holbert Apple Associates	David Smith	dsmith@holbertapple.com	(301) 570-1460
RMF Engineering	Dennis Young	dennis.young@rmf.com	(410) 576-0505
AEI Consultants	Douglas Olson	dolson@aeiconsultants.com	(617) 319-5711
Kibart	Ed Abbott	pea@kibart.com	(410) 494-1111
RE Management Solutions	Efe Halici	efe@gorems.com	(240) 271-7300
Smolen Emr Ilkovitch Architects	Elana Levine	elevine@seiarch.com	(301) 770-0177
Moseley Architects	Elizabeth Johnson	ejohnson@moseleyarchitects.com	(804) 794-7555
Simpson Gumpertz & Heger	Eric Ober	erober@sgh.com	(202) 239-4199
Design Collective	Fred Marino	fmarion@designcollective.com	(410) 685-6655
Hughes Group Architects	Gavin Myers	gmyers@hgaarch.com	(301) 972-3286
BLV Engineering Associates	GLY Mendon	blvengg2010@gmail.com	(516) 417-4462
Grimm + Parker Architects	Grace Marcus	gmarcus@gparch.com	(301) 595-1000
Alban Engineering Inc.	Greg Drenning	gdrenning@albanengineering.com	(410) 842-6411
Bignell Watkins Hasser Architects	Greg Gilbert	ggilbert@bigwaha.com	(410) 224-2727
Schrader Group	Harry Pettoni	hpettoni@sgarc.com	(410) 235-5851
FireTox, LLC	Jamie McAllister	jmcallister@firetox.com	(301) 580-1181
Prime AE	Jared Singer	jsinger@primeeng.com	(330) 704-3299
Delta Engineers, Architects, & Land Surveyors	Jen Putnam	jputnam@delta-eas.com	(240) 744-1062
Grimm + Parker Architects	Jill Burcky	jburcky@gparch.com	(301) 595-1000
Facility Engineering Associates	John Edwards	john.edwards@feapc.com	
Kibart	Julia Webster	jbw@kibart.com	(410) 494-1111
Craig Gaulden Davis	Kate Barton Lacher	KBarton@cgdarch.com	(864) 242-0761
Proffitt & Associates Architects	Kevin Kneer	kkneer@proffittandassociates.com	(301) 662-8532
MK Consulting Engineers	Kristen Kearby	kkearby@mkceng.com	(410) 937-0725
Murphy & Dittenhafer Architects	Kristen Ritter	knr@murphdittarch.com	(410) 625-4823
Smolen Emr Ilkovitch Architects	Krystal McGee	kmcgee@seiarch.com	(301) 770-0177
DLR Group	Kwame Bailey	kbailey@dlrgroup.com	(202) 393-6445
Gipe Associates, Inc.	Leah Schultz	lschultz@gipe.net	(410) 822-8688
Rider Levett Bucknall	Leika Uzcategui	leika.uzcategui@us.rlb.com	(410) 740-1671
	Linda Deanto		
Hanscomb Consult	Lindsey Gregg	lgregg@hanscombconsult.com	(703) 231-3231
Rauch, Inc.	Liz Connelly	liz@raucheng.com	(410) 770-9081
Crabtree, Rohrbaugh & Associates Architects	Lori Walls	lwalls@cra-architects.com	(410) 528-0272
Alban Engineering Inc.	Matt Kunkel	mkunkel@albanengineering.com	(410) 842-6411
Bignell Watkins Hasser Architects	Melanie Sipple	msipple@bigwaha.com	(410) 224-2727
Cake Walk Strategies	Melanie Vracas	melanie@cakewalkstrategies.com	(703) 599-4689
Grimm + Parker Architects	Melissa Wilfong	mwilfong@gparch.com	(301) 595-1000
Design Collective	Meredith Sullivan	msullivan@designcollective.com	(410) 685-6655
Moseley Architects	Michael Blake	mblake@moseleyarchitects.com	(410) 539-4300
Cannon Design	Mike Glaros	mglaros@cannondesign.com	(443) 320-4949
Intertek-PSI	Mike Newman	mike.newman@intertek.com	(703) 698-9300
Cannon Design	Natasha Kearney	nkearney@cannondesign.com	(443) 320-4928
KCI Technologies, Inc.	Nicholas Barrick	nicholas.barrick@kci.com	(410) 792-8086
Quinn Evans	Nichole McGuire	nmcguire@quinnbevans.com	(443) 708-9495

Bid 20A3, Facility Program Assessment of Four Schools - Architect Selection**Pre-Bid Attendance Sheet****April 22, 2020 at 8:30 a.m. via Skype Business Video Conference**

Company	Name	Email	Phone
MGAC	Oliver Fox		(202) 942-3900
StudioJAED	Pam Babuca	babucap@studiojaed.com	(302) 242-6999
GWWO Architects	Paul Hume	phume@GWWOINC.com	(410) 332-1009
Newman Architects	Rachel Pampel	rpampel@newmanarchitects.com	(202) 525-2726
Smolen Emr Ilkovitch Architects	Ran Ilkovitch	rilkovitch@seiarch.com	(301) 770-0177
Leuterio Thomas	Rhea Dones	rhea.dones@leuteriothomas.com	(301) 203-1784
Crabtree, Rohrbaugh & Associates Architects	Rick LeBlanc	rleblanc@cra-architects.com	(717) 458-0272
Adtek Engineers, Inc.	Rose Rodriguez	rrodriguez@adtekengineers.com	(301) 662-4408
Shinberg Levinas Architects	Salo Levinas	Salo@shinberglevinas.com	(202) 244-5101
DLR Group	Sarah Woodhead	swoodhead@dlrgroup.com	(202) 393-6445
	Scott McGovern		
Century Engineering	Stephanie Palmisano	spalmisano@centuryeng.com	(443) 589-2400
DLR Group	Sumi Sarin	ssarin@dlrgroup.com	(202) 393-6445
Shinberg Levinas Architects	Susan Block Moores	susan@shinberglevinas.com	(202) 244-5101
KCI Technologies, Inc.	Taylor Simon	taylor.simon@kci.com	(410) 792-8086
	Tim Schell		
Rauch, Inc.	Virginia Richardson	virginia@raucheng.com	(410) 770-9081
Shephard Restoration Engineers	Wendy Buckland	wbuckland@shephardrestoration.com	(484) 442-8137
FCPS, Facilities Planer	Holly Nelson	holly.nelson@fcps.org	(301) 644-5026
FCPS, Director of Capital Programs	Adnan Mamoon	adnan.mamoon@fcps.org	(301) 644-5153
FCPS, Assistant Purchasing Manger	Kim Miskell	kimberly.miskell@fcps.org	(301) 644-5208