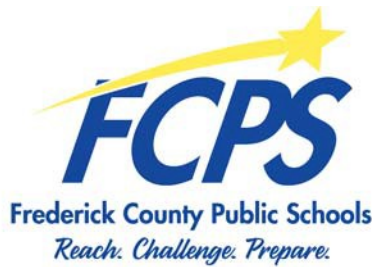


**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5208 phone  
301-644-5213 fax



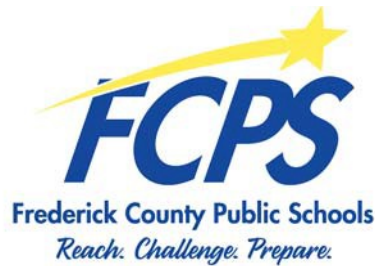
Bill Meekins CPPB, CPPO, NIGP-CPP,  
CSBO, CPCP, Purchasing Manager  
**Kim Miskell, CSBO, Assistant Purchasing  
Manager**

---

RFP NUMBER/NAME:	RFP 22A3, Yellow Springs Elementary School Feasibility Study - Architect Selection
RFP ISSUE DATE:	February 8, 2022
CONTRACT MANAGER:	Kim Miskell, CSBO, Assistant Purchasing Manager, <a href="mailto:kim.miskell@fcps.org">kim.miskell@fcps.org</a>
CONTRACT ADMINISTRATOR:	Holly Nelson, AICP, Facilities Planner, Capital Programs Department, <a href="mailto:holly.nelson@fcps.org">holly.nelson@fcps.org</a>
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on February 24, 2022 Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-PROPOSAL DATE:	11:00 A.M., local time, on February 15, 2022
PRE-PROPOSAL LOCATION:	Google Meet, joining info: Video call link: <a href="https://meet.google.com/qmx-ejpg-dpv">https://meet.google.com/qmx-ejpg-dpv</a> Or dial: (US) +1 540-835-0098 PIN: 782 067 999# More phone numbers: <a href="https://tel.meet/qmx-ejpg-dpv?pin=5406316170865">https://tel.meet/qmx-ejpg-dpv?pin=5406316170865</a>
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: <a href="http://www.fcps.org/bidlist">www.fcps.org/bidlist</a> . If you have problems downloading this bid or applicable addenda, contact: <a href="mailto:staci.greeley@fcps.org">staci.greeley@fcps.org</a>
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
PROPOSAL DUE DATE:	1:00 P.M., local time, on March 4, 2022 Faxed or emailed bids are not acceptable.
RFP SUBMISSION:	FCPS is accepting electronic bid submissions through OpenGov Procurement. Bidders can create a FREE account with OpenGov Procurement by signing up at <a href="http://secure.procurenow.com/signup">http://secure.procurenow.com/signup</a> .
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: May 4, 2022
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at <a href="http://www.emarylandmarketplace.com">www.emarylandmarketplace.com</a> . FCPS will no longer accept bidder's applications.



**Purchasing Office**  
191 South East St  
Frederick, Maryland 21701  
301-644-5208 phone  
301-644-5213 fax



Bill Meekins CPPB, CPPO, NIGP-CPP,  
CSBO, CPCP, Purchasing Manager  
**Kim Miskell, CSBO, Assistant Purchasing  
Manager**

---

## **INVITATION FOR PROPOSAL**

February 8, 2022

### **RFP 22A3, Yellow Springs Elementary Feasibility Study - Architect Selection**

Frederick County Public Schools is soliciting architectural services for the feasibility study of the renovation, modernization or replacement of Yellow Springs Elementary School.

Architectural firms are invited to submit a Technical and Fee proposal for the feasibility studies. Technical and Fee proposals shall be submitted electronically through OpenGov procurement **on or prior to 1:00 P.M., Friday, March 4, 2022**. In addition, please submit an electronic copy of a recently completed feasibility study to [kimberly.miskell@fcps.org](mailto:kimberly.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. You must indicate the proposed team, including subconsultants. 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.

**Due to the COVID pandemic, there will be no opportunity to visit the school sites prior to submission of the technical proposal. Instead, site plans and floor plans for each school are available upon request by sending an email to [kimberly.miskell@fcps.org](mailto:kimberly.miskell@fcps.org).** Site visits will be arranged with the successful applicant once the contract is awarded.

### **THE PROJECT**

Yellow Springs Elementary School (YSES) is located at 8717 Yellow Springs Road, Frederick, MD 21702. The school houses students in Pre-K through 5. Located on 17 acres, Yellow Springs ES was originally constructed in 1957 with additions in 1966 and 1974. The building is approximately 52,600 square feet. The Facility Condition Index (FCI) for Yellow Springs ES is 41% and is classified as critical. Yellow Springs ES has a state rated capacity (SRC) of 421 and a September 30, 2021 enrollment of 561 students. There are 6 portable classrooms on site.

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 limited renovation, renovation and addition and complete replacement on site or on the Sanner farm future school site. Both partial and complete demolition will be considered. The study will follow the Interagency Commission on School Construction 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 May 2022 upon award of contract and be completed within 3 months, with a presentation to the Board of Education at their September 28, 2022 board meeting.

The Sanner farm future school site is located on Christopher's Crossing, northeast of the intersection with Walter Martz Road. The site is approximately 46 acres. FCPS plans to build an elementary school and a middle



school on this campus eventually.

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 IAC Feasibility Study guidelines and include at a minimum, the following:

### **1. Educational Specifications**

A review of our most recent prototype elementary educational specifications for Brunswick Elementary School, as amended for the needs of Yellow Springs 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 Yellow Springs ES. A Summary of project space requirements for the prototype elementary school 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 draft 2022 SRC calculations is also available.

### **2. Existing Conditions**

The consultant's report will include a description of the physical 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 or on a nearby future school 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 Yellow Springs 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 digital files of the reports, 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, project schedule and how you will accomplish both studies simultaneously. Include the names of individuals from the Architectural firm that will be assigned to the project.
2. Provide a list of milestones/deliverables along with a schedule to meet a Feasibility Study due date no later than August 1, 2022.
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 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 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 two of your firm's feasibility study projects. These should be recent references. Please provide project location, organization, name, title, address and telephone number.

## **FEE PROPOSAL**

Provide a detailed lump sum cost proposal using the attached form and include both your firm's and your subconsultant's standard list of fees (hourly rates). Fee proposal 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.

## **SUBMISSION**

If you are interested in being considered, please submit your technical and fee proposals electronically through OpenGov Procurement. A FREE account can be created with OpenGov Procurement by signing up at <http://secure.procurenow.com/signup>. Please name the members of your feasibility studies 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. Include your firm and your sub consultant's SF330. Technical and Fee Proposals shall be submitted electronically **on or prior to 1:00 P.M., Friday, March 4, 2022.**

Should you have questions about this RFP, please submit them in writing by **4:00 P.M. on Thursday, February 24, 2022** 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 top qualified firms will be interviewed on Tuesday, April 5, 2022** either in person or by teleconference. Please hold this date for a possible interview. Applicants chosen for an interview will be notified on or about March 25, 2022.



Following the interview, scores for the interviews and technical proposals will be averaged together. The fees of the 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.



Valley ES and Green Valley ES Feasibility Study Fee proposal

LUMP SUM TOTAL \$0

YELLOW SPRINGS ELEMENTARY SCHOOL FEASIBILITY STUDY

Architect	
Civil	
Structural	
MEP	
Telecommunications	
Food Service	
Other Sub	
Subtotal	\$0
Reimbursables*	
TOTAL FEE	\$0

\*Reimbursables will include:

ALTA survey	\$0
-------------	-----

Exceptions:



# SUMMARY OF PROJECT SPACE REQUIREMENTS

## Yellow Springs Elementary School

SPACE	Proposed Template	
	QUANTITY	NET SQUARE FEET (NSF)
<b><u>Administration</u></b>		
Secretarial/Reception Waiting Area	1	450
Workroom	1	200
Principal's Office	1	150
Asst Principal's Office	1	120
Conference Room	1	200
Administration Bathroom	1	50
Student Bathrooms	1	300
Teacher's Lounge with Bathroom	1	400
Staff bathrooms to be distributed throughout school	4	200
<b>Total Administration</b>		<b>2,070</b>
<b><u>Health Suite</u></b>		
Nurse's Office	1	100
Health Suite Waiting Area	1	80
Health Technician Area	1	120
Rest Area	1	120
Health Room Bathroom w/ small shower and toilet	1	60
Health Room Storage	1	40
<b>Total Health Suite</b>		<b>520</b>
<b><u>Media Center</u></b>		
Media Office and Equipment Storage/workroom	1	300
Open Resource Area ( w/ informal reading area)	1	2,000
Small Group Instruction Area	1	400
STEAM Lab	1	800
Computer, TV, Communications Main Distribution Frame	1	300
Remote Telecommunications Equipment Closets (one each wing)	2	200
<b>Total Media Center</b>		<b>4,000</b>
<b><u>Art</u></b>		
Art Studio	2	1,960
Art Storage	2	300
<b>Total Art</b>		<b>2,260</b>



SPACE	Proposed Template	
	QUANTITY	NET SQUARE FEET (NSF)
<b><u>Music</u></b>		
Music Room	2	1,600
Music Storage Room	2	150
<b>Total Music</b>		<b>1,750</b>
<b><u>Physical Education</u></b>		
Gymnasium, full basketball court size (84' x 50')	1	5900
Indoor/Outdoor equipment storage	1	350
Bathroom Area - Boys and Girls and Sink Alcove	1	320
Teacher office	1	100
Staff shower/restroom	2	200
<b>Total Gymnasium</b>		<b>6,870</b>
<b><u>Pre-Kindergarten</u></b>		
Pre-Kindergarten classroom	2	1,960
Pre-Kindergarten bathroom	2	120
Pre-Kindergarten Storage Room	1	175
<b>Total Pre-Kindergarten</b>		<b>2,255</b>
<b><u>Kindergarten</u></b>		
Kindergarten Classrooms	5	4,900
Kindergarten Bathrooms	5	250
Indoor/Outdoor Storage Rooms	2	400
<b>Total Kindergarten</b>		<b>5,550</b>
<b><u>Learning Area, Grades 1-5</u></b>		
General Classrooms	25	20,000
General Classroom Group Bathrooms and Sink Alcoves	3	900
Planning Rooms	2	400
Storage Rooms	2	200
<b>Total Learning area, Grades 1-5</b>		<b>21,500</b>



SPACE	<b>Proposed Template</b>	
	QUANTITY	NET SQUARE FEET (NSF)
<b><u>Supporting Services Area</u></b>		
Offices with desks for math and reading specialists, special education	2	1600
Collaboration Rooms (to be used for reading, math, EL, pull-out special education)	4	800
Calming Room	2	400
Guidance	2	400
Itinerant Staff (Psychologist/Social Worker/Behavior Specialist etc)	1	200
Speech/Language and Itinerant Services, OT/PT	1	360
EL Level 1 classrooms	1	800
Community Liaison Office/Storage	1	200
Parent Work Room	1	200
Reading Specialist/Book Rooms	1	400
<b>Total Supporting Services</b>		<b>5,360</b>
<b><u>Food Service</u></b>		
Kitchen - Serving/Food prep/Transport	1	1,400
Dry Food Storage	1	150
Non-food storage	1	60
Refrigerated storage – walk-in	1	130
Frozen Food storage – walk-in	1	120
Office	1	80
Locker/restroom/washer & dryer area	1	120
Dishwashing area	1	220
Inside receiving area	1	60
Covered outside unloading area (100 sq. ft.); 18" tailgate height	1	--
<b>Total Food Service</b>		<b>2,340</b>
<b><u>Cafetorium</u></b>		
Dining area	1	3,500
Stage	1	850
Chair Storage	1	300
Table Storage	1	200
Custodial Room	1	60
<b>Total Cafetorium</b>		<b>4,910</b>
<b><u>Custodial Operations</u></b>		
Custodial Office	1	175
Restroom (unisex)	1	50
Central Indoor Storage	1	300
Indoor Satellite Storage	5	200
Outdoor storage	1	350
<b>Total Custodial Operations</b>		<b>1,075</b>



SPACE	Proposed Template	
	QUANTITY	NET SQUARE FEET (NSF)
<b><u>Maintenance</u></b>		
Maintenance Office	1	120
Maintenance storage area	1	400
<b>Total Maintenance</b>		<b>520</b>
<b>TOTAL NET SQUARE FEET</b>		<b>60,980</b>
<b>TOTAL GROSS SQUARE FEET @ 1.4 net to gross ratio</b>		<b>85,372</b>
<b><u>SCHOOL CAPACITY CALULATION:</u></b>		
Pre-Kindergarten, @ 20 students (ea)	2	20
Kindergarten, @ 22 students (ea)	5	110
General Classrooms, @ 23 students (ea)	25	575
<b>STATE RATED CAPACITY</b>		<b>705</b>
<b><u>Parks &amp; Rec Dept Gym (Add-Alternative)</u></b>		
Spectator space in the gym	1	969
Recreation Center activities room	1	1400
Recreation Center office/storage	1	400
Recreation Center Bathrooms w/exterior access	1	300
<b>Total Add - Alternative</b>		<b>3069</b>
<b><u>Specialized Program (Add-Alternative)</u></b>		
Classrooms	2	1600
Specialized Program Coordinator Office	1	200
Student Bathroom	1	50
Restraint/Seclusion Rooms	1	120
<b>Total Add - Alternative</b>		<b>1970</b>
<b>TOTAL NET SQUARE FEET with ADD ALTERNATES</b>		<b>66,019</b>
<b>TOTAL GROSS SQUARE FEET with ADD ALTERNATES</b>		<b>92,427</b>





# AIA<sup>®</sup> Document B210<sup>™</sup> – 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)

Yellow Springs Elementary Feasibility Study  
RFP 22A3

### 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

- |   |                                     |
|---|-------------------------------------|
| 1 | <b>INITIAL INFORMATION</b>          |
| 2 | <b>FACILITY SUPPORT SERVICES</b>    |
| 3 | <b>ADDITIONAL SERVICES</b>          |
| 4 | <b>OWNER'S RESPONSIBILITIES</b>     |
| 5 | <b>COMPENSATION</b>                 |
| 6 | <b>SPECIAL TERMS AND CONDITIONS</b> |

### 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<sup>™</sup>–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802<sup>™</sup>–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:

Init.

**AIA Document B210<sup>™</sup> – 2017.** Copyright © 2004, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:20:12 ET on 02/02/2022 under Order No.8965135635 which expires on 09/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents<sup>®</sup> Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

**User Notes:**

(2004378227)



(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)
<b>§ 2.5.1 FACILITY CONDITION ASSESSMENT</b>		
.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	
(Row deleted)		
.9 Preliminary Cost Estimate	Architect	
.10 Facility Condition Index	Owner	
.11 Building Automation Assessment	Architect	
<b>§ 2.5.2 FACILITY PERFORMANCE ASSESSMENT</b>		
(Rows deleted)		
.1 Area Calculations	Architect	
.2 Space Allocation Inventory	Architect	
(Rows deleted)		
<b>§ 2.5.3 OTHER FACILITY SUPPPORT SERVICES</b>		
(Row deleted)		

Init.



.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

Init.



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.

Init.



- .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 13:20:12 ET on 02/02/2022.

## PAGE 1

for  
Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_ for the following **PROJECT**:

...

Yellow Springs Elementary Feasibility Study  
RFP 22A3

...

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)

## 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, 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	
.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	
<del>.9</del>	<del>Furnishings, Fixtures, and Equipment Inventory</del>		
<del>.10</del> .9	Preliminary Cost Estimate	Architect	
<del>.11</del> .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		
<b>§ 2.5.3 OPERATIONS ASSESSMENT</b>			
.1	Labor Cost		
.2	Work Order Process		
.3	Vendor Contracts		
.4	Organization and Policies		
<b>§ 2.5.4 SPACE MANAGEMENT</b>			
.1	Area Calculations	Architect	
.2	Space Allocation Inventory	Architect	
.3	Occupancy Planning		
.4	Migration Planning		
.5	Move, Add, Change Management		
.6	Workplace Strategies		
<b>§ 2.5.5 MAINTENANCE MANAGEMENT</b>			
.1	Maintenance Plan		
.2	Maintenance Management Services		
.3	Ongoing Commissioning Plan		
.4	Ongoing Commissioning Services		
<b>§ 2.5.3 OTHER FACILITY SUPPPORT SERVICES</b>			
<b>§ 2.5.6 DIGITAL FACILITY MANAGEMENT SYSTEM</b>			
.1	Record Document Evaluation	Architect	
.2	Selection Work Orders Evaluation	Architect	
.3	Implementation and Training		
.4	Operation		
.5	Consulting		
<b>§ 2.5.7 OTHER FACILITY SUPPORT SERVICES</b>			

### PAGE 3

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, 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 automation 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.

#### PAGE 4

**§ 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.

#### PAGE 5

**§ 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**

(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 13:20:12 ET on 02/02/2022 under Order No. 8965135635 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)





# AIA<sup>®</sup> Document B102<sup>™</sup> – 2017

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

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

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

The Board of Education of Frederick County  
a body corporate and politic of the State of Maryland  
191 South East Street  
Frederick, Maryland 21701-5918

and the Architect:  
*(Name, legal status, address and other information)*

for the following (hereinafter referred to as "the Project"):  
*(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)*

Yellow Spring Elementary Feasibility Study  
RFP 22A3

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

Init.

**AIA Document B102<sup>™</sup> – 2017.** Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission.** This document was produced by AIA software at 13:19:44 ET on 02/02/2022 under Order No.8965135635 which expires on 09/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents<sup>®</sup> Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
**User Notes:**

(1697671794)



## TABLE OF ARTICLES

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

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

See AIA B210-2017 Standard form of Architect's Services: Facility Support, as amended by Frederick County Public Schools ("FCPS").

§ 1.1.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

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

§ 1.5 The Architect shall maintain the following insurances for the duration of this Agreement. The Board of Education of Frederick County, Maryland, Frederick County Public Schools, 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. The insurance shall be written on

Init.

/



a General Liability policy form and shall be provided on Certificate of Liability Insurance ACCORD forms 25 (2016/03).

**§ 1.5.1** 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.

**§ 1.5.2** 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.

**§ 1.5.3** The Architect may use umbrella or excess liability 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 Comprehensive General Liability and Automobile Liability limits and there will be no gaps.

**§ 1.5.4** Workers' Compensation at statutory limits and Employer's Liability with a policy limit of not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) for each occurrence.

*(Paragraph deleted)*

**§ 1.5.6** 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 Fifty Thousand Dollars and No Cents (\$50,000.00).

**§ 1.5.7** The Architect shall provide to the Owner within ten (10) days after Notice of Award, Certificates of Insurance evidencing compliance with the requirements in this Section 1.5 in its entirety. The Certificates will show the Owner as The Board of Education of Frederick County, Maryland, Frederick County Public Schools, and The State of Maryland as additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

*(Paragraph deleted)*

**§ 1.5.7.1** The Architect shall comply with each of the additional insurance requirements as set forth below:

**§ 1.7.7.1.1** The Owner shall receive insurance certificates from the Architect evidencing the compliance of insurance requirements at least ten (10) days before Architect's work and services commence.

**§ 1.7.7.1.2** Insurance policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.

**§ 1.7.7.1.3** Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.

**§ 1.7.7.1.4** Insurance policies shall provide primary insurance coverage to the Owner and Frederick County Council and The State of Maryland as additional insureds for loss, injury, and damage arising out of or associated with the Architect's services under this Agreement as opposed to pro-rata with, concurrent with or excess to any other insurance coverage by the Owner.

**§ 1.7.7.1.5** The Architect's insurer shall be acceptable to the Owner and shall be lawfully authorized to do business in the State of Maryland.

**§ 1.7.7.1.6** 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 Insurance evidencing the above coverage for a period of two (2) years after the issuance of Certificates of Substantial Completion of the Project ("Final Completion") with such Certificates evidencing a retroactive date no later than the date Architect's work and services began under this Agreement, or Architect shall purchase an extended (minimum two (2) 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 date Architect's work and services began under this Agreement.

§ 1.7.7.1.7 The 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 of, 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 Architect may incur by reason of any injury or damage sustained to any person or property arising out of, or occurring in connection with, Owner's negligent acts, errors, or omissions.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including Educational Specifications, tentative schedule or special requirements, a written program, which shall set forth the Owner's: objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.  
*(List name, address, and other contact information.)*

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

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

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

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are Architect's Instruments of Service for this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents however Frederick County Public Schools shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architects Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project..



§ 3.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 3.3 Conditioned upon the Architect's being paid in full for all amounts due under this Agreement, or if this Work under this Agreement is still in progress, conditioned upon the Architect being paid an amount consistent with his progress in providing services under this Agreement, the Architect specifically grants to the Board of Education of Frederick County, Maryland the right to use the space layouts, detailing, means of identifying through specifications, and other concepts and features in the documents prepared by the Architect for this Project as the basis of other designs for Frederick County Public Schools. The Architect shall not be liable to the Owner or to any third party as a result of the Owner's reuse of the drawings, specifications, other concepts and features in the documents on the on the other projects. The Owner shall hold the Architect harmless and indemnify the Architect against all losses, claims and liabilities including legal and court costs, should any arise as a direct result of the reuse of the drawings and specifications in this manner.

*(Paragraph deleted)*

§ 3.4 The provisions of this Article 3 shall survive the termination of this Agreement.

*(Paragraph deleted)*

#### **ARTICLE 4 CLAIMS AND DISPUTES**

##### **§ 4.1 General**

§ 4.1.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved in the Circuit or District Courts for Frederick County and the parties hereby consent to and agree to the jurisdiction of those Courts. Provided, however, in the event that the presence of third parties is required for the complete resolution of any dispute over whom the Circuit or District Courts do not have jurisdiction, then the Architect consents to the jurisdiction of any court selected by Owner which otherwise has jurisdiction over all parties deemed necessary by Owner for the complete resolution of the dispute or claim or other matter in question.

*(Paragraphs deleted)*

##### **§ 4.2 Mediation**

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

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

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

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

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 4.3 of this Agreement

Init.



☒ [ X ] Litigation in a court of competent jurisdiction

☐ [ ] Other (*Specify*)

**§ 4.3 Arbitration is deleted in its entirety**

*(Paragraphs deleted)*

**ARTICLE 5 TERMINATION OR SUSPENSION**

**§ 5.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

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

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

**§ 5.4** The Owner may terminate the Architect's contract whenever the Owner, in its sole discretion, shall determine that such termination is in the best interests of the Owner (termination for convenience). Any such termination shall be effectuated by not less than seven (7) days written notice to the Architect. In the event of termination by the Owner under this Subparagraph, the Architect's compensation shall be set as set forth in Paragraph 5.7 hereof. In the event of termination under Paragraph 5.3 or 5.4, the Architect's compensation shall be limited to that set forth in Paragraph 9.7 hereof.

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

**§ 5.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

**§ 5.7**

*(Paragraphs deleted)*

Termination Expenses are not applicable to this Contract beyond payment for design services completed at the time of termination. The Owner shall compensate the Architect for completed design in compliance with the program and approved reimbursable expenses only, pursuant to Article 6.

**§ 5.8** Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

☐ [ ] One year from the date of commencement of the Architect's services

☐ [ ] One year from the date of Substantial Completion

☒ [ X ] Other  
*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

As provided by AIA B210-2017 Standard form of Architect's Services: Facility Support, as amended

Init.

**AIA Document B102™** – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission.** This document was produced by AIA software at 13:19:44 ET on 02/02/2022 under Order No.8965135635 which expires on 09/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
**User Notes:**

(1697671794)



by FCPS

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

As listed in AIA B210-2017 as amended by FCPS

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence for out of town travel authorized by the owner. This doesn't include local travel to the job site or the location project meetings;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner other than those listed in this document;
- .7 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other expenses approved by the owner.

*(Paragraphs deleted)*

§ 6.2.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Architect and the Architect's consultants. No additional markup will be allowed.

*(Paragraphs deleted)*

### § 6.3 Payments to the Architect

#### § 6.3.1 Initial Payments

§ 6.3.1.1 Intentionally Deleted.

#### § 6.3.2 Progress Payments

§ 6.3.2.1 Payments shall be made as outlined in AIA B210-2017 as amended by Frederick County Public Schools. Payments are due and payable within 30 days upon presentation of the Architect's invoice.

*(Paragraphs deleted)*

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

*(Paragraph deleted)*

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

Init.



§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

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

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. Deliverables will be provided in PDF format and native format (.doc, .jpg, .dwg, etc.) as requested by Frederick County Public Schools.

*(Paragraph deleted)*

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

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

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

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

*(Include other terms and conditions applicable to this Agreement.)*

Init.

**AIA Document B102™ – 2017.** Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission.** This document was produced by AIA software at 13:19:44 ET on 02/02/2022 under Order No.8965135635 which expires on 09/19/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
**User Notes:**

(1697671794)



## ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 Deleted
- .3 AIA B210-2017 Standard Form of Architect's Services, as amended by FCPS
- .4 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)
  - ☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204–2017 incorporated into this Agreement.)
  - ☐ Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement.)
- .4 Other documents:  
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

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, title, and license number, if required)

Init.



# Additions and Deletions Report for AIA® Document B102™ – 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 13:19:44 ET on 02/02/2022.

## PAGE 1

The Board of Education of Frederick County  
a body corporate and politic of the State of Maryland  
191 South East Street  
Frederick, Maryland 21701-5918

...

Yellow Spring Elementary Feasibility Study  
RFP 22A3

## PAGE 2

See AIA B210-2017 Standard form of Architect's Services: Facility Support, as amended by Frederick County Public Schools ("FCPS").

§ 1.1.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

...

§ 1.5 The Architect shall maintain the following ~~insurance until termination of this Agreement.~~ If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3. insurances for the duration of this Agreement. The Board of Education of Frederick County, Maryland, Frederick County Public Schools, 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. The insurance shall be written on a General Liability policy form and shall be provided on Certificate of Liability Insurance ACCORD forms 25 (2016/03).

§ 1.5.1 ~~Commercial-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.

§ 1.5.2 Automobile Liability covering ~~vehicles owned, and non-owned vehicles used, owned and rented vehicles operated by the Architect with policy limits of not less than (\$—) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~ One Million Dollars and No Cents (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.



§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. use umbrella or excess liability 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 Comprehensive General Liability and Automobile Liability limits and there will be no gaps.

§ 1.5.4 Workers' Compensation at statutory limits and Employer's Liability with a policy limit of not less than Five Hundred Thousand Dollars and No Cents (\$500,000.00) for each occurrence.

§ 1.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 1.5.6 Professional Liability covering the Architect's negligent acts, errors and omissions in the its performance of professional services with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate. Two Million Dollars and No Cents (\$2,000,000.00) per claim and in the aggregate with deductible not exceeding Fifty Thousand Dollars and No Cents (\$50,000.00).

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Architect shall provide to the Owner within ten (10) days after Notice of Award, Certificates of Insurance evidencing compliance with the requirements in this Section 1.5 in its entirety. The Certificates will show the Owner as The Board of Education of Frederick County, Maryland, Frederick County Public Schools, and The State of Maryland as additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

§ 1.5.7.1 The Architect shall comply with each of the additional insurance requirements as set forth below:

§ 1.7.7.1.1 The Owner shall receive insurance certificates from the Architect evidencing the compliance of insurance requirements at least ten (10) days before Architect's work and services commence.

§ 1.7.7.1.2 Insurance policies shall stipulate the Owner is to receive written notice thirty (30) days before cancellation.

§ 1.7.7.1.3 Insurance policies shall contain a Waiver of Subrogation in favor of the Owner.

§ 1.7.7.1.4 Insurance policies shall provide primary insurance coverage to the Owner and Frederick County Council and The State of Maryland as additional insureds for loss, injury, and damage arising out of or associated with the Architect's services under this Agreement as opposed to pro-rata with, concurrent with or excess to any other insurance coverage by the Owner.

§ 1.7.7.1.5 The Architect's insurer shall be acceptable to the Owner and shall be lawfully authorized to do business in the State of Maryland.

§ 1.7.7.1.6 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 Insurance evidencing the above coverage for a period of two (2) years after the issuance of Certificates of Substantial Completion of the Project ("Final Completion") with such Certificates evidencing a



retroactive date no later than the date Architect's work and services began under this Agreement, or Architect shall purchase an extended (minimum two (2) 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 date Architect's work and services began under this Agreement.

§ 1.7.7.1.7 The 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 of, 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 Architect may incur by reason of any injury or damage sustained to any person or property arising out, or occurring in connection with, Owner's negligent acts, errors, or omissions.

**§ 2.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including Educational Specifications, tentative schedule or special requirements, a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

#### **PAGE 4**

**§ 3.1** ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~ Drawings, Specifications and other documents prepared by the Architect for this Project are Architect's Instruments of Service for this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents however Frederick County Public Schools shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architects Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project..

**§ 3.2** ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~ Owner's reserved rights.

**§ 3.3** ~~The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate. Conditioned upon the Architect's being paid in full for all amounts due under this Agreement, or if this Work under this Agreement is still in progress, conditioned upon the Architect being paid an amount consistent with his progress in providing services under this Agreement, the Architect specifically grants to the Board of Education of Frederick County, Maryland the right to use the space layouts, detailing, means of identifying through specifications, and other concepts and features in the documents prepared by the Architect for this Project as the basis of other designs for Frederick County Public Schools. The Architect shall not be liable to the Owner or to any third party as a result of the Owner's reuse of the drawings, specifications, other concepts and features in the documents on the on the other projects. The Owner shall hold the Architect harmless and indemnify the Architect against all losses, claims and liabilities including legal and court costs, should any arise as a direct result of the reuse of the drawings and specifications in this manner.~~



**§ 3.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

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

**§ 3.5** Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

## PAGE 5

**§ 4.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved in the Circuit or District Courts for Frederick County and the parties hereby consent to and agree to the jurisdiction of those Courts. Provided, however, in the event that the presence of third parties is required for the complete resolution of any dispute over whom the Circuit or District Courts do not have jurisdiction, then the Architect consents to the jurisdiction of any court selected by Owner which otherwise has jurisdiction over all parties deemed necessary by Owner for the complete resolution of the dispute or claim or other matter in question.

**§ 4.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 4.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

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

## PAGE 6

[ ☒ ] Litigation in a court of competent jurisdiction

...

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.



### **§ 4.3 Arbitration is deleted in its entirety**

~~§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

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

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

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

### **§ 4.3.4 Consolidation or Joinder**

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

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

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

~~§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.~~

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

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

...



~~§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Owner may terminate the Architect's contract whenever the Owner, in its sole discretion, shall determine that such termination is in the best interests of the Owner (termination for convenience). Any such termination shall be effectuated by not less than seven (7) days written notice to the Architect. In the event of termination by the Owner under this Subparagraph, the Architect's compensation shall be set as set forth in Paragraph 5.7 hereof. In the event of termination under Paragraph 5.3 or 5.4, the Architect's compensation shall be limited to that set forth in Paragraph 9.7 hereof.~~

...

~~§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.~~

~~§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:~~

~~Termination Expenses are not applicable to this Contract beyond payment for design services completed at the time of termination. The Owner shall compensate the Architect for completed design in compliance with the program and approved reimbursable expenses only, pursuant to Article 6.~~

...

☒ Other

...

As provided by AIA B210-2017 Standard form of Architect's Services: Facility Support, as amended by FCPS

PAGE 7

As listed in AIA B210-2017 as amended by FCPS

...

- ~~.1~~ Transportation and authorized out-of-town travel and ~~subsistence~~; subsistence for out of town travel authorized by the owner. This doesn't include local travel to the job site or the location project meetings;
- ~~.2~~ Long-distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~.3~~ Permitting and other fees required by Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.4~~ .3 Printing, reproductions, plots, and standard form documents;
- ~~.5~~ .4 Postage, handling and delivery;



- ~~.6~~ .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ .6 ~~Renderings, physical~~ Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; other than those listed in this document;
- ~~.8~~ .7 ~~If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses.~~ Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally maintained-carried by the Architect's consultants;
- ~~.9~~ .8 All taxes levied on professional services and on reimbursable expenses; and
- ~~.10~~ .9 Site office expenses;
- ~~.11~~ .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- ~~.12~~ .11 Other similar Project-related expenditures. .9 Other expenses approved by the owner.

§ 6.2.2 For Reimbursable Expenses the compensation shall be limited to the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred. consultants. No additional markup will be allowed.

**§ 6.2.3 Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)*

...

§ 6.3.1.1 An initial payment of (\$ —) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Intentionally Deleted.

...

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable Payments shall be made as outlined in AIA B210-2017 as amended by Frederick County Public Schools. Payments are due and payable within 30 days upon presentation of the Architect's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

—%

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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



§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.~~

PAGE 8

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~ Deliverables will be provided in PDF format and native format (.doc, .jpg., .dwg, etc.) as requested by Frederick County Public Schools.

~~§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

PAGE 9

~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Deleted~~

~~(Insert the date of the E203 2013 incorporated into this Agreement.)~~

~~.3 AIA B210-2017 Standard Form of Architect's Services, as amended by FCPS~~

~~.3 — .4 Exhibits:~~

...

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



## **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 13:19:44 ET on 02/02/2022 under Order No. 8965135635 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)



## 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	_____



**FREDERICK COUNTY PUBLIC SCHOOLS**

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

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

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

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, \_\_\_\_\_, being duly sworn, depose and state:

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

\_\_\_\_\_ and that I

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

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
  - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
  - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
  - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

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

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body,



the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

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

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(dba)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

We are/I am licensed to do business in the State of Maryland as a:

( ) Corporation

( ) Partnership

( ) Individual

( ) Other

If required to be notarized:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



## **FREDERICK COUNTY PUBLIC SCHOOLS**

### **CERTIFICATION OF COMPLIANCE**

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
  - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
  - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
  - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.



By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature\_\_\_\_\_Date\_\_\_\_\_

Print name and title of  
signatory\_\_\_\_\_

Print name of  
company\_\_\_\_\_



# Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.

If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee's immediate family member has an ownership interest in the vendor's company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor's company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
<b>Conflict of Interest Disclosure</b>	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by my signature below:

\_\_\_\_\_  
Signature of Vendor Authorized Representative/Date

\_\_\_\_\_  
Printed Name of Vendor Authorized Representative