Baltimore City Public Schools
Office of Materials Management

Request for Proposals Number: RFP-16027

Provide Architectural and Engineering Services for Replacement of
Holabird Elementary/Middle School No. 229 and
Graceland Park/O’Donnell Heights Elementary/Middle School No. 240

Response Due Date:

Thursday, September 24, 2015 at 11:00 A.M. Local Time

In order to be eligible for consideration, bids must be received at City Schools Office of Materials Management no later than 11:00 am local time, September 24, 2015 in Room 401. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Materials Management (Room 401) prior to the deadline. Any bid received in the Office of Materials Management after the submission deadline, no matter what the reason, will be returned unopened. Delivery to the City Schools’ mailroom, lobby etc shall not constitute delivery to the Office of Materials Management located in Room 401.

For additional information and assistance related to M/WBE compliance forms, please contact Mr. Brien Boone – M/WBE Manager at 443-642-4364 or e-mail to: bcboone@bcps.k12.md.us
KEY INFORMATION SUMMARY SHEET

Baltimore City Public Schools
Office of Materials Management

Request for Proposals Number: RFP 16027

Provide Architectural/Engineering Services for Replacement of
Holabird Elementary/Middle School No. 229 and
Graceland Park/O’Donnell Heights Elementary/Middle School No. 240

RFP Issue Date: Thursday, September 3, 2015

Project Locations: Holabird Elementary/Middle School
1500 Imla Street
Baltimore, Maryland 21224

Graceland Park/O’Donnell Heights Elementary/Middle School
6300 O’Donnell Street
Baltimore, MD 21224

Procurement Contact: Mr. Mike Krupnik – Contract Manager
Baltimore City Public Schools
200 E North Avenue, Room 401
Baltimore, Maryland 21202
Office Phone: (410) 396-8826
E-mail: mkrupnik@bcps.k12.md.us

Documents Available at: Respondents must visit the eMaryland Marketplace website at
https://emaryland.buyspeed.com/bsi/login.jsp and/or
http://www.baltimorecityschools.org/Page/25290 beginning Thursday, September 3, 2015 to download documents,

Pre-Proposal Conference: Thursday, September 10, 2015 at 3:30 p.m. at Graceland Park/O’Donnell Heights Elementary/Middle School No. 240

Proposals are to be sent to: Baltimore City Public Schools
Office of Materials Management
200 E North Avenue, Room 401
Baltimore, Maryland 21202

Closing Date and Time: Thursday, September 24, 2015 no later than 11:00 a.m. local time.
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SECTION 1
1.1 Summary Statement

Baltimore City Public Schools is soliciting Request for Proposals (RFP) from qualified Architect/Engineer (A/E) teams to provide planning, design, and construction administration services for replacement buildings at Holabird Elementary/Middle School and Graceland Park Elementary/Middle School. The replacement buildings for Holabird Elementary/Middle School and Graceland Park/O’Donnell Heights Elementary/Middle School are to be a prototype design for which the schematic design phase has been completed and the submission approved by the Maryland State Department of Education (MSDE) and the Public School Construction Program (PSCP).

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

a. 21st Century School - A generally accepted term for a school building that includes, but is not limited to, space adaptable for teaching, learning, and community usage, cutting-edge learning technology, and environmental sustainability.

b. A/E - A qualified team of architects, engineers, and other professional consultants required and assembled to perform the feasibility studies and/or design and construction administration services associated with the work solicited under this RFP.

c. City Schools - The Baltimore City Board of School Commissioners, or designated staff.


e. Contract – The contract entered into between City Schools and the selected Offeror responding to these RFPs. The Contract will include all general terms and conditions, and will incorporate the entire RFP, including any amendments and addenda to the RFP, and all or indicated portions of the selected Offeror’s proposal.

f. COMAR - Code of Maryland Regulations (available at www.dsd.state.md.us).

g. Contract Manager – The City Schools procurement representative responsible for this RFP. City Schools may change the Contract Manager at any time and will provide written notice to the Offerors if any such change occurs.

h. eMM – eMaryland Marketplace (www.ebidmarketplace.com).
Provide Architectural and Engineering Services for Replacement of
Holabird Elementary/Middle School No. 229 and
Graceland Park/O’Donnell Heights Elementary/Middle School No. 240

i. **IAC** - Interagency Committee on School Construction.

j. **LEED** - A third-party certification program and the nationally accepted benchmark
   for the design, construction, and operation of high performance green buildings
developed by the U.S. Green Building Council (USGBC).

k. **Local Time** – Time in the Eastern Time Zone as observed by the State.

l. **MBE** – Minority Business Enterprise certified by the Maryland Department of
   Transportation (MDOT).

m. **MEA** – Maryland Energy Administration, which has awarded a Net Zero Energy
   School grant to City Schools for Graceland Park/O’Donnell Heights
   Elementary/Middle School to be designed to achieve Zero Net Energy status.

n. **MEA Net Zero Energy Program Team** – MEA staff and consultants who will
   provide technical assistance and oversight to City Schools, the selected Offeror to this

o. **Net Zero Energy** – a term to describe a building that, over the course of one year,
genерates as much energy on site as it uses.

p. **Net Zero Energy Consultant** – an architect/engineer team retained by City Schools,
   paid by the MEA Net Zero Energy grant, to advise it on achieving net zero energy
   goals.

q. **Offeror** – An entity that submits a Proposal in response to this RFP.

r. **Proposal** - The submission provided by Offerors in response to this RFP.

s. **RFP** - This Request for Proposals.

t. **Selection Committee** - The representatives of City Schools selecting the A/E firm to
   be awarded the contract under this RFP.

u. **State** – The State of Maryland.

1.3 **Contract Type**

   Each Contract that results from this RFP will be a professional services contract that shall
   not be exceeded without the necessary Contract modification. A sample contract is
   included in **Attachment E** to this RFP.

1.4 **Contract Duration**

   The term of each Contract resulting from this RFP will be for a period necessary to
   complete the scope of work and as agreed upon by City Schools and the selected Offeror.
Provide Architectural and Engineering Services for Replacement of
Holabird Elementary/Middle School No. 229 and
Graceland Park/O’Donnell Heights Elementary/Middle School No. 240

1.5 Contract Manager

The sole point-of-contact for purposes of this RFP is the Contract Manager listed below:

Mr. Mike Krupnik
Baltimore City Public Schools
200 E. North Avenue, Suite 401
Baltimore, Maryland 21202
Office Phone: (410) 396-8826
E-mail: mkrupnik@bcps.k12.md.us

City Schools may change the Contract Manager at any time and will provide written notice to the Offerors if any such change occurs.

1.6 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on Thursday, September 10, 2015 beginning at 3:30 pm (Local Time), at Graceland Park/O’Donnell Heights Elementary/Middle School No. 240. Attendance at the Conference is not mandatory but is strongly recommended. All Attendees should RSVP to mkrupnik@bcps.k12.md.us by Tuesday, September 8, no later than 4:00 pm for location information.

1.7 “e-Maryland Marketplace”

In order to receive a Contract award, a vendor must be registered on eMM. Registration is free. Go here to register: https://ebidmarketplace.com/. Click on “Registration” to begin the process and follow the prompts.

1.8 Questions

The Contract Manager, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the Conference. No substantive question will be answered prior to the Conference. Questions may be submitted by USPS mail, or preferably by e-mail, to the Contract Manager. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions are to be submitted, in writing, preferably via email, or USPS mail no later than 12:00 pm (Local Time) on Friday, September 18, 2015 to the Contract Manager only. The Contract Manager, based on the availability of time to research and communicate an answer, will decide whether an answer can be given before the Proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be responded to via addendum and posted on the eMM website.
1.9 **Proposals Due (Closing) Date**

Proposals must be received by the Contract Manager, at the address listed in Section 1.5 and the Key Information Summary Sheet, **no later than 11:00 am (Local Time) Thursday, September 24, 2015**, in order to be considered.

Requests for extension of this date or time will **not** be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Contract Manager. Proposals received by the Contract Manager after the deadline will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

1.10 **Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 180 days following the closing date for Proposals. This period may be extended at the Contract Manager’s request only with the Offeror's written agreement.

1.11 **Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for Proposals, amendments will be posted on the eMM website. Amendments made after the due date for Proposals will be sent only to those Offerors who submitted a timely Proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the Proposal due date must be acknowledged in the Offeror’s Proposal in the Executive Summary accompanying the Proposal as identified in Section 4.4.2. Acknowledgement of the receipt of amendments to the RFP issued after the Proposal due date shall be made in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.12 **Cancellations; Discussions**

City Schools reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of City Schools. This may be followed by submission of Offeror-revised Proposals.

1.13 **Oral Presentations**

Offerors **may** be required to make oral presentations to the Selection Committee. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror’s Proposal and are binding if a Contract is awarded after an RFP. **Oral presentations, if necessary, will be held after the Proposal Closing Date on date(s) to be determined.**
Typically, oral presentations will follow a specified format and generally be limited to one (1) hour. The Contract Manager Officer will notify the Offeror with details and instructions prior to the presentations.

The presentation may include but not be limited to the following items:

- Description of how the Offeror plans to meet the identified requirements in the RFP
- Experience and capabilities
- Description of the Offeror’s organization
- Description of client references and the scopes of services provided to client references

1.14 Incurred Expenses

City Schools will not be responsible for any costs incurred by an Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.15 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.16 Protests/Disputes

Any protest or dispute related to this RFP or a resulting Contract will be subject to City Schools Procurement Policies and Procedures or the relevant provisions of the Contract.

1.17 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Contract Manager is required to make an independent determination whether the information may be disclosed.

1.18 Offeror Responsibilities

The selected Offerors shall be responsible for all products and services required by this RFP. Subconsultants must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The selected Offeror retains responsibility for all work to be performed by and any deliverable submitted by a
subconsultant. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.19 Patents, Copyrights, and Intellectual Property

a) If the A/E furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit City Schools to use such item.

b) The A/E will defend or settle, at its own expense, any claim or suit against City Schools alleging that any such item furnished by the A/E infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, copyright, or trade secret, the A/E will defend City Schools against that claim at the A/E’s expense and will pay all damages, costs, and attorney’s fees that a court finally awards, provided City Schools: (i) promptly notifies the A/E in writing of the claim; and (ii) allows the A/E to control, and cooperates with the A/E in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.

c) If any products furnished by the A/E become, or in the A/E's opinion are likely to become, the subject of a claim of infringement, the A/E will, at its option and expense: (a) procure for City Schools the right to continue using the applicable item; or (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

1.20 Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party to a Contract resulting from this RFP (including without limitation any information or data stored within the A/E’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under the Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of the Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.
1.21 **Loss of Data**

In the event of loss of any City Schools data or records where such loss is due to the intentional act or omission or negligence of the A/E or any of its subconsultants or agents, the A/E shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer. The A/E shall ensure that all data is backed up and recoverable by the A/E.

1.22 **Arrearages**

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including, by way of example only, the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Contract if selected for contract award.

1.23 **Verification of Registration and Tax Payment**

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for a Contract award. An Offeror’s failure to be current in the payment of all taxes and fees to the Department of Assessments and Taxation will disqualify an otherwise successful Offeror from final consideration and recommendation for a Contract award.

1.24 **False Statements**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

a) In connection with a procurement contract, a person may not willfully:
   1. Falsify, conceal, or suppress a material fact by any scheme or device;
   2. Make a false or fraudulent statement or representation of a material fact; or
   3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

b) A person may not aid or conspire with another person to commit an act under subsection of this section.

c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five years or both.
1.25 Minority Business Enterprises

A minimum overall MBE subcontract participation goal of twenty-nine percent (29%) has been established for this RFP. Additionally, the State of Maryland has established a process for identifying contract specific subgoals within various industry categories. The industry category identified this RFP is known as AE-CRS, which has a subgoal participation of 6% African American, 2% Hispanic American, and 9% Women. This subgoal participation applies to the total contract dollar amount to be awarded.

For purposes of this RFP, the Offerors are to identify participation by any MBE subconsultant included as part of the Offeror’s team (MBE Plan), and all subconsultants named by the Offeror as part of their MBE Plan must be certified with the Maryland Department of Transportation (MDOT). Offerors’ submissions must also include the MBE subconsultant’s MDOT certification number as well as the NAICS product and service description to be performed.

The Offerors shall structure their MBE Plans in a manner that demonstrates a good faith effort to achieve the MBE goal/sub-goals to be established by City Schools for this Program.

The forms (with instructions) that are required for submissions in response to this RFP are attached hereto as Attachment B.

For information on certified MBE firms, the directory is available at http://mdot.state.md.us. Select the MBE Program label at the left side of the website. The most current and up-to-date information on MBE’s is available at this website.

1.26 Non-Hiring of Employees

No official or employee of City Schools, whose duties as such official or employee include matters relating to or affecting the subject matter of this procurement, shall, during the pendency and term of a resulting Contract, and while serving as an official or employee of City Schools, become or be an employee of the A/E or any entity that is a subconsultant on said Contract.

1.27 Maryland Law

This RFP and any subsequent Contracts shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

1.28 Nondiscrimination in Employment

The A/E agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in
any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subconsultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.29 Contingent Fee Prohibition

The A/E warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the A/E, to solicit or secure a Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of a Contract.

1.30 Non-Availability of Funding

If City Schools fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a Contract succeeding the first fiscal period for which funds were not appropriated or otherwise made available; provided, however, that this will not affect the rights of the successful Offeror and/or City Schools under any termination clause in the Contract. The effect of termination of a Contract hereunder will be to discharge the successful Offeror and City Schools from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The successful Offeror shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. City Schools shall notify the successful Offeror as soon as they have knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

1.31 Financial Disclosure

The A/E shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, $100,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

1.32 Political Contribution Disclosure

The A/E shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate $100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess
of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

1.33 Non-Exclusive Use

It is the intention of City Schools to obtain the services described in this RFP from an Offeror responding to this RFP, however neither this RFP nor any resulting Contract shall be construed to require City Schools to use any Offeror or only the Offeror exclusively for the services described in this RFP. City Schools reserves the right to obtain services of any nature from other sources when it is in the best interest of City Schools to do so and without notice to any Offeror. City Schools make no guarantees that they will purchase any products or services from any or all Offerors under this RFP.

1.34 Sustainability Policies

City Schools is committed to procuring all supplies, services, maintenance, construction, and A/E services in a manner consistent with the promotion of sound environmental practices. All goods and services provided in response to this solicitation shall conform to such environmental standards. Graceland Park/O’Donnell Heights Elementary/Middle School must achieve LEED Silver certification (at a minimum) and Zero Net Energy status. Holabird Elementary/Middle School must achieve LEED Silver certification (at a minimum) and will be Net Zero Energy-ready.
SECTION 2
OFFEROR QUALIFICATIONS

2.1 Qualifications

Offerors shall be required to meet, at a minimum, the following qualifications for consideration of award under this RFP:

a) Has a team of registered professional architects, engineers, and associated professional consulting firms led by a firm registered in the State of Maryland; and
b) Has urban K-12 school design experience related to replacement schools; and
c) Has ability to meet insurance coverage requirements outlined in Sections 3.5, 3.6 and 3.7; and
d) Has substantial experience with community and school-level administrative involvement during the planning and design phases of a project; and
e) Has prior experience in design and documentation of LEED certified buildings; and.
f) Has familiarity with the requirements for the planning and/or design of Net Zero Energy buildings.
SECTION 3
SCOPE OF WORK, PROCESS, AND CONSULTANT REQUIREMENTS

3.1 Purpose

City Schools is soliciting Request for Proposals (“RFP”) from qualified Architect/Engineer (A/E) teams to provide planning, design, and construction administration services related to the proposed replacement school buildings at Holabird Elementary/Middle School and Graceland Park/O’Donnell Heights Elementary/Middle School.

The Offeror selected will work closely with City Schools, and other firms contracted by City Schools in a cooperative and coordinated fashion in developing feasibility studies and/or the planning, design, and construction administration of the noted school projects.

City Schools anticipates delivering the school projects via the Construction Manager at Risk (CMR) method, and expect to have a Construction Management (CM) firm in place during the design phase for preconstruction, planning, estimating, scheduling, and constructability reviews. City Schools will also be selecting a Net Zero Energy Consultant that will work with City Schools and the selected Offeror to ensure that the Graceland Park/O’Donnell Heights Elementary/Middle School design will achieve Net Zero Energy status. Additionally, City Schools will also be selecting a Commissioning Agent that will work closely with the A/E and CM during the design and construction administration phases of the projects. All projects under this RFP shall obtain, at a minimum, LEED Silver Certification.

3.2 Prototype Design and Net Zero Energy

The replacement buildings for Holabird Elementary/Middle School and Graceland Park/O’Donnell Heights Elementary/Middle School are to be a prototype design for which the schematic design phase has been completed and the submission approved by the Maryland State Department of Education (MSDE) and the Public School Construction Program (PSCP). Excerpts from the schematic submissions are attached in Attachment C and Attachment D.

The Maryland Energy Administration (MEA) has awarded City Schools a Net Zero Energy School grant. A Net Zero Energy Consultant will be hired by City Schools (funded by the grant) to advise City Schools on issues of net zero energy design and construction for Graceland Park/O’Donnell Heights Elementary/Middle School. As such, they will interact with the selected Offeror to provide advice, and assistance as necessary, to ensure the final design will reach net zero energy goals. The selected Offeror shall be assisted by the Net Zero Consultant and the MEA Net Zero Energy Program Team in providing a net zero energy performing school for City Schools. Holabird Elementary/Middle School is intended to be the same prototypical design as Graceland and the decision making process for Graceland will inform the design of Holabird, which is intended to be a “Net Zero Ready” building. The following addresses the roles of the
selected Offeror and the Net Zero Consultant and the MEA Net Zero Energy Program Team:

- **Energy Charrette**: The selected Offeror shall conduct a two day net zero energy charrette after discussing the charrette’s content with the Net Zero Consultant. Historical data of the existing schools shall be collected by the selected Offeror prior to the charrette to aid in facilitating the net zero energy goals for energy reduction.

- **Building Envelope**: The selected Offeror shall consider the advice of the Net Zero Consultant and the MEA team when designing and making decisions concerning the building envelop. Project orientation, programming components, fenestration, thermal envelop, etc. shall be coordinated to assist in achieving the drastic energy reduction goal.

- **Project Reviews**: Net Zero Energy shall be included as a topic at each stage of the design, not limited to the Schematic Design (SD) review, the Design Development (DD) review, and the 65% and 95% Construction Documents (CD) reviews. The Net Zero Energy Consultant and the MEA team will be invited to participate at each of these milestone reviews and other reviews that may be included during the design phase of the project as well as an open invitation to attend any or all biweekly design progress meetings. The selected Offeror shall respond to City Schools and the Net Zero Consultant regarding action to be taken or not taken about each concern identified by the Net Zero Energy Consultant at or before the review or next meeting, as applicable.

- **Energy Modeling**: The selected Offeror shall provide the energy model from early stages of the project and shall make it available for review to the Net Zero Energy Consultant and MEA team. The model shall be reviewed at each phase of the project and shall be substantially completed by the end of the DD phase. The selected Offeror shall work with the Net Zero Consultant team to reach the required energy reduction target of a building Energy Use Index of 25 kbtu/sf/yr or less. The selected Offeror shall also provide the Net Zero Energy Consultant with post occupancy energy consumption benchmarking data reports from the energy model.

- **Photovoltaic System**: The selected Offeror shall design the PhotoVoltaic (PV) System and coordinate it with the net zero energy goal, the Net Zero Consultant and the MEA team. The selected Offeror shall coordinate system connection to the building electrical infrastructure and shall coordinate all requirements of the system interconnection with the local utility company including coordinating the system interconnection agreement with the local utility company and incorporating these steps into the project schedule.

- **Commissioning**: The Net Zero Energy Consultant shall provide enhanced building commissioning to facilitate building performance to meet the Energy Use
Index target of 25 kbtu/sf/yr. This shall include building pressurization test commissioning, photovoltaic system commissioning, building controls oversight, metering/benchmarking systems oversight and building performance monitoring during the first year of occupancy. Commissioning shall include main building systems start-up monitoring crucial to meeting energy reduction targets as well as oversight of the fundamental and enhanced commissioning reports.

3.3 Scope Overview

In general, the selected Offeror will be required to provide a full range of architectural and engineering services necessary to construct a PK-12 educational facility inclusive of but not limited to civil, structural, architectural, mechanical, plumbing, electrical, telecommunications, photovoltaic, fire protection, interior design, and furniture, fixtures, and equipment. These services shall also include:

- Project planning due diligence (i.e. environmental surveys, site boundaries, easements, utility access/connection, traffic/pedestrian access and impacts, etc.)
- Projects shall meet, at a minimum, USGBC LEED Silver requirements as well as the Net Zero Energy requirements listed above.
- Utilization of Building Information Modeling software across all disciplines as applicable.
- Design presentation to the Baltimore City Urban Design and Architecture Review Panel (UDARP) at 30% and 90% design completion.
- Reconciliation of and adherence to the approved site specific educational specifications and previously approved schematic design as part of each design submission.
- Assessment and potential integration and/or restoration of any art work that may be existing on site.
- Space tabulations utilizing the Areas, Volume, Efficiency (AVE) Forms, by room, of net assignable square footage (“NASF”) and total gross square footage (GSF) for the building, organized by departmental breakdown following the space allocations included in the previously approved schematic design. Indicate programmed net areas and actual along with any difference. If the difference is greater than 10 percent, indicate the reason. Calculation of Gross and Net Assignable Areas shall be in accordance with the DGS Procedure Manual for Professional Architecture/Engineering Services.
- Complete and integrated design for the project, including all services, samples, product information, drawings, and specifications. These services shall include, but
not be limited to, the exterior and interior design and coordination for the building; selection and/or coordination of paint colors, finishes, and materials; design of wall, floor, and window treatments; architectural signage and graphics (interior and exterior); assessment and potential integration of any art work. The package shall also provide for the inclusion of all furniture, fixtures, and equipment shown in plan and elevation as necessary to demonstrate that all programmed functions can be accommodated. The A/E shall provide design coordination services for any equipment requiring special environmental conditions and/or building system conditions and connections as well as public space furniture.

- Identification of methods of installation and connection with building utility services, and provision of necessary clearances for convenient, safe use, and maintenance of equipment shall be included in the design documents. These documents shall be fully coordinated with mechanical, electrical, structural, plumbing (i.e., building systems), and all other pertinent construction documents. City Schools will work with the selected Offeror to develop a list of equipment and furniture requirements during the design development phase. These requirements will be presented in two categories: a) Fixed Equipment—equipment that will be included in the construction contract; and b) Movable Equipment—new equipment that will be purchased and installed via separate contracts, or existing equipment which may be reused.

- Preparation of all documentation and obtaining approvals of all permits and licenses as required by all agencies and jurisdictions having authority, which includes but is not limited to: Reforestation, Storm Water Management, Fire Marshal, Elevators, Health, Fire Apparatus Accessibility, Underground Storage Tanks, and installation of New Boilers and Hot Water Heaters, as applicable.

- Incorporate the design of energy management, security, and safety into the facility. The building automation controls, security, and fire protection systems shall conform to those adopted in the current City Schools design standards as its standard systems including ASHRAE BACnet compatibility.

- Telecommunication systems are an integral part of the facility, and the Offeror shall coordinate with current City Schools design standards, including appropriate interfaces on and off-campus.

- Lightning protection analysis to evaluate the requirement for a lightning protection system to be provided. The selected Offeror shall design a lightning protection system comprised of solid copper, nickel plated, air terminals located around the perimeter of the roof, flat copper conductor cables, and copper coated steel ground rods. This system should be installed by a certified lightning installer, be in full compliance with ANSI/UL 96 and ANSI/SFPA 7658 or latest editions, and have a UL Master Label when completed.

- Address in the construction specifications the requirements of the contractor to provide detailed and comprehensive operations and maintenance manuals for all
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equipment and systems in an organized format. The selected Offeror shall also
stipulate the requirement for attic stock or space parts allowances for early
consumables (e.g. filters for air handling equipment). Discussions with City Schools
are required to identify the items and information required.

- Coordinating design and construction administration services with the commissioning
  agent selected for the project.

3.4 Planning, Design, Construction Administration, and Post-Construction Phase
Requirements

Modified Schematic Design (MSD) Services:

As stated above, both the Holabird and Graceland Park/O’Donnell Heights replacement
buildings have approved schematic design submissions. The intent of the modified
schematic design services is to insure that the selected Offeror is totally familiar with the
approved prototype building schematic design, has the opportunity to propose changes to
the design if needed and is prepared to proceed into the Design Development Phase.
During this phase, the A/E shall complete at a minimum, the following.

- Review the approved Schematic Design documents identifying the proposed design
  of the building including all systems and equipment and present suggested
  modifications, if any.
- Kick-Off Meeting: Immediately following receipt of Notice to Proceed with
  Modified Schematic Design and review of said approved design, the A/E will attend a
  "Modified Schematic Design Kick-Off Meeting" to discuss general project
  parameters and proposed design of systems and equipment with City Schools staff.
  The A/E is to prepare minutes of this meeting with copies to the City Schools.
- Survey existing facility to confirm locations and types of hazardous materials to be
  abated.
- Request and receive hydrant flow test
- Assist City Schools, in the development of the provisional Design Master Schedule
  and List of Critical Dates of milestone events.
- In instances where there is a departure from those systems specified in the approved
  schematic design, an amended Life Cycle Cost Analysis and justifications for the
  departures must be developed and submitted for review.
- Application for Sediment & Erosion Control & site storm water management permits.
  Prepare and submit a site plan identifying the locations of test borings and radon
  testing.
- Attend regular meetings, as necessary, with City Schools staff to discuss issues
  affecting the project design or construction requirements. Attend and participate in
  public meetings and hearings. Engender public and regulatory support for
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implementation of the project. Attend, with all consultants, the Modified Schematic
Design review meeting to address all submission comments generated by City
Schools and/or their consultants and MSDE.

MSD Deliverables:

During this phase, the A/E will be required to prepare and submit the following
deliverables. All such deliverables shall be subject to review and approval by City
Schools.

- Digital floor plans and site plans depicting overall dimensions, including identifying
door, window, elevator, stair, corridor, and exit locations.
- Identification of all rooms, areas, and spaces by name, actual net square footage, and
programmed net square footage. Contain a note below the plan indicating the
approximate gross square feet and the net assignable square feet for each floor,
including basements, mechanical floors, penthouses, etc. (NOTE: The first floor plan
of multiple story buildings shall contain a summary of areas, volumes, and efficiency
for the entire building.)
- Preliminary building elevations and sections
- Block elevations of all sides shall be drawn using the same scale as the floor plans,
unless otherwise approved by City Schools.
- Longitudinal sections and transverse or cross sections of the building are required.
The A/E shall supply as many sections as necessary to clearly convey the schematic
design intent of the space or building.
- Sections shall be developed using the same scale as floor plans and elevations unless
otherwise approved by City Schools.
- Geotechnical Survey.
- Plan-to-Program comparisons
- Design narratives
- Updated project budget and schedule
- Prepare and print a 100% schematic design submission to MSDE should changes to
the currently approved schematic design be needed.
- Prepare a modified schematic design presentation for presentation to the community
and stakeholders.
- Provide all required information in the format required by both the 2012 edition, State
of Maryland, Department of General Services, Office of Facilities Planning, Design,
and Construction, Procedure Manual and the State of Maryland, Public School
Construction Program, Administrative Procedures Guide and as noted by this RFP.

Design Development (DD) Services
During this phase, the A/E shall complete at a minimum, the following:

- Prepare from the approved MSD documents DD Documents, for further approval by City Schools and others. DD’s will include drawings in more detail than the MSD’s and will take into account City Schools, IAC, and Baltimore City comments.
- Kick-Off Meeting: Immediately following receipt of Notice to Proceed to Design Development the A/E will attend a "Design Development Kick-Off Meeting" to discuss proposed design of systems and equipment with City Schools. The A/E is to prepare minutes of this meeting with copies to City Schools.
- Reviews: Conduct reviews with applicable code officials and prepare summaries of each meeting. Summaries shall highlight major problems and a status of the solution.
- Participate in cost reconciliation and value engineering efforts.
- Design Alternatives: Provide Add Alternates showing work totaling ten percent (10%) of the projected construction budget for the project.
- Meetings: Attend meetings, as necessary, with City Schools and staff to discuss problems or issues affecting the project design or construction requirements. Attend and participate in public meetings and hearings. Engender public and regulatory support for implementation of the project. Attend, with all consultants, the Design Development review meeting to address all submission comments generated by City Schools and IAC/PSCP.
- Analysis: Assist City Schools in reviewing and interpreting special reports submitted by other technical consultants and professionals, as they relate to the project. Provide large-scale layouts of special areas of the facility to analyze and resolve problems and concerns regarding the proposed design.

**Design Development (DD) Documents Deliverables:**

During this phase, the A/E will be required to progress the MSD’s into a full set of DD documents. City Schools anticipates, however, that the resultant documents for obtaining a Guaranteed Maximum Price (“GMP) will require a greater level of detail than is typically required in DD documents, and in particular, the City Schools will expect a greater level of detail with regard to the MEP systems and finishes. The A/E shall be required to work with the CM selected for this Project and shall meet regularly with the CM to discuss the status of the design and key issues. The specific services required during this phase are:

- Select and draft outline specifications for materials, systems, equipment.
- Outline Specifications for Architectural, Structural, Site Improvements, Civil, Mechanical and Electrical work shall be included with the DD submission.
- Provide a detailed narrative description of the scope of work in Division 01 Summary of Work.
- Clearly define all systems components of each and all materials that are intended to be used on the project.
- Clearly define the components for HVAC, plumbing, fire protection and underground utilities of each system, as well as all materials and methodology of installation.
- Provide a narrative description of HVAC and plumbing systems for all spaces in the building including equipment and controls, and provisions for implementation of energy conservation measures.
- Develop detailed and dimensioned plans, wall sections, building section, and schedules including:
  - Floor plans depicting door, window, elevator, stair, corridor and exit locations, and furniture layouts. Depict major rooms, areas and spaces by name and gross square footage. Plans shall contain a note below the plan indicating the approximate gross square feet and the net assignable square feet for each floor, including basements, mechanical floors, and penthouses. (NOTE: The first floor plan of multi-story buildings shall contain a summary of areas, volumes, and efficiency for the entire building.).
  - Roof plans that indicate dimensions, the type of roof with total ‘R’ value, mechanical equipment roof curbs and flashing, tapered insulation, walk pads, and other features.
  - Elevations developed to a degree sufficient to establish character of design, materials, textures, and color.
  - Sections shall be drawn at 3/4" = 1'-0" scale to illustrate floor to floor heights, ceiling heights, changes in elevations, typical construction, etc. Wall sections shall initially be provided in the Design Development Phase documents.
- Site improvement drawings including:
  - Depictions of all existing and proposed conditions, materials, structures, fixtures, elements, etc. with sufficient detail to establish location, alignment and grade.
  - Storm Drain and Site Utility Profiles shall include, but not be limited to inverts, rim elevations, existing and proposed grade, flow-line gradients, pipe size and type, and all proposed utility crossings as shown on site utility plans.
  - Sediment and erosion control storm water management plan  Scale 1”= 40’
  - MDE APPROVAL: In accordance with Chapter ordinances, obtain approval of the Sediment and Erosion Control and Stormwater Management Plans by the Maryland Department of the Environment and a copy of the MDE approval or comment letter is required to complete this review phase.
- Engineering drawings including:
  - Preparation for each system (e.g. structural, civil, plumbing, heating, ventilating, air conditioning, and electrical distribution, etc…).
- Depictions of equipment layouts for specialized rooms (e.g. laboratories; mechanical rooms, electrical rooms, kitchens, food serving areas, etc…).
- Depictions of lighting, receptacles, telephone, and special systems layouts.

**Drawing coordination including:**
- All necessary requirements to support permit filings (and associated approvals) for connections to existing electric, gas, water and sewer utilities needed to support the project.
- Sediment and Erosion Control and Stormwater Management updated computations.

**Mechanical drawings shall:**
- Include on the first sheet legends, abbreviations and symbols used on the mechanical floor plans.
- Depict Proposed Locations e.g. mechanical rooms, roof, etc. for HVAC, plumbing, and fire protection equipment.
- Dimension required clearances for servicing and removing equipment, including equipment installed above ceilings.
- Provide schematic, single line diagrams for the HVAC, plumbing and fire protection systems, depicting the various components e.g. air and water distribution, controls, etc.
- Provide a List of Energy Efficient Equipment (NOTE: The drawings shall depict sufficient detail to convey the intent and performance of the selected system).
- Include mechanical calculations. Submit one copy of building and system load calculations for HVAC and plumbing systems.

**Electrical drawings shall:**
- Include a Site Plan showing the primary telephone, fiber and electric power lines, duct banks and their associated manholes, utility transformer location, and generator location(s).
- Include on an Initial Sheet legends, abbreviations and symbols used on the electrical floor plans.
- Include Building Plans showing both proposed exterior and interior lighting fixture layout, all wiring devices, e.g. receptacles, telephone/data, lighting switch locations, special systems layout e.g. fire alarm, security, etc., and public address system.
- Include Blank Panel, Switchgear and Motor Control Center Schedules (NOTE: No circuiting is required for this submission).
- Include electrical calculations, requirements, load and demand analysis, load analysis for stand-by power systems, a lighting power budget per the latest revision of ASHRAE/IESNA 90.1 (currently 2007), and lightning risk assessment per NFPA 780, Appendix I (NOTE: One copy of these preliminary calculations
shall be submitted with the DD presentation. All reference sources used to develop calculations shall be noted).

- Complete code compliance analysis and drawings, including:
  - Applicable Codes, Use Group Classification, Construction Type, Building Area and Height Limitation, Fire Resistance Requirements, Specific Use Area Separation, Occupant Load, Egress Capacity Calculation, Travel Distance, and Plumbing Fixture Requirements (NOTE: Plans for multi-story buildings shall show this information for each floor).
  - Egress plan depicting the building code analysis shall be provided.
  - The plan may be a single line drawing with all major rooms, corridors, stairs, elevators, fire separations and smoke partitions identified, and directional egress arrows and travel distances shown.

- Miscellaneous requirements:
  - Include a separate drawing at the start of the architectural plans in the contract drawings.
  - Building code analysis may be on the Cover Sheet or first architectural plan.
  - Confirm space-by-space equipment layouts with representatives from the
  - Conduct follow up meetings with agencies as required.
  - Coordinate furniture, fixtures, and equipment requirements (FFE).
  - Present the design to regulatory agencies and utilities as required or necessary
  - Deliverables. The following deliverables are required during this phase.
    - Overall project narrative
    - 35% (minimum progress) documents for all technical disciplines, drawings and specs
    - 50% and 99% design development progress printing.
    - A reconciliation report that addresses issues raised by the City Schools and the CM as a result of the review of the 50% and 99% progress printing.
    - Building design code analysis
    - Geotechnical report and analysis
    - Statement of project intent approval from local Soil Conservation Service
    - Drawings
    - Building Calculations (Using Maryland DGS Standards)
    - Gross and net area
    - Building efficiency
    - Cost estimate and bid alternates (as described above)
    - Project schedule (as described above)
    - Prepare and print 100% design development submission to the IAC,
    - Prepare a design development presentation for presentation to the community, stakeholders and UDARP.
- Provide all required information in the format required by both the 2012 edition, State of Maryland, Department of General Services, Office of Facilities Planning, Design, and Construction, Procedure Manual and the State of Maryland, Public School Construction Program, Administrative Procedures Guide and as noted by this RFP.

**Construction Documents (CD) Services:**

During this phase, the A/E shall complete at a minimum, the following:

- Prepare from approved DD documents a set of CD documents to be used as a basis for construction of the project, for further approval by City Schools, and other stakeholders. The A/E will provide documents to be used by City Schools and others to bid to and procure the various construction trades necessary for building construction. The A/E is also responsible for providing documents required for issuance of permits and legal authorizations.

- Meetings:
  - Kick-Off Meeting: Immediately following receipt of notice to proceed with CD’s the A/E will attend a "Construction Document Phase Kick-Off Meeting" to discuss proposed design of systems and equipment with City Schools and staff.
  - Attend meetings, with City Schools and staff to discuss problems or issues affecting the project design or construction requirements.
  - Attend and participate in public meetings and hearings. Engender public and regulatory support for implementation of the project.
  - Attend, with all consultants, the Construction Document 65% and 95% completion review meetings to address all submission comments generated by City Schools and a post 95% IAC/PSCP review meeting to address IAC/PSCP comments.
  - The A/E is to prepare minutes of meetings with copies to pertinent parties.

- Permitting and Reviews:
  - Conduct reviews with applicable code officials and prepare summaries of each meeting. Provide City Schools and consultants with a summary of issues and a status of the solution and copies of transmittals indicating submission to code officials.
  - Apply for and coordinate requirements associated with obtaining temporary and permanent permits required to construct and operate the project, including building, site grading utilities, reforestation, general and special construction, vehicle entrances, storm and ground water management, and others necessary to implement the project coordinated with City Schools as necessary.

- Reconcile cost estimates, and value engineering coordination.
Construction Document (CD) Deliverables:

- General Requirements
  - Initial CD Review Submission is at approximately 65% completion. Review sets shall be marked "FOR REVIEW ONLY, NOT FOR CONSTRUCTION". 65% CD Submission is defined as 65% completion of all drawings planned at that point to constitute the final set of CD's for Architectural, Engineering, and Site drawings.
  - Sediment and Erosion Control and Stormwater Management updated computations.
  - Electrical drawings shall contain circuiting for power and lighting for this submission.
  - Specifications: 65% CD Submission is defined as a Draft Copy of the Final CD’s for Architectural, Engineering, and Site Specifications including edited specifications of all sections related to the project. Unedited Master specification sections are not acceptable.

- Calculations
  - Preliminary Structural Calculations shall be submitted for all elements that are designed or sized by the structural engineer.
  - Mechanical Calculations shall be submitted presenting finalized load calculations for HVAC and Plumbing Systems, and equipment selection. Provide all input values used in the calculations e.g. design temperatures, occupancies, U or R values, etc.
  - Electrical Calculations shall be submitted for the following with 65% CD’s, and updated DD calculations with load analysis for stand-by power systems, including sizing calculations for stand-by equipment. Include the following for electrical calculations: a short circuit analysis using OHMIC or per-unit method depending on system complexity. (Reference IEEE Transactions on Industry and General Applications); Voltage drop analysis and power factor correction(s); Lighting calculations (interior and exterior); Pole classifications, guy vector diagrams and guy strength when overhead transmission systems are involved; Depictions of the total electrical load in KVA, total lighting and receptacles in KVA, total power in KVA, largest motor HP, estimated emergency power demand in KVA, and the type and size of stand-by power units (NOTE: Present all calculations in an organized format and note all reference sources used preparing calculations. Calculations previously submitted at the DD phase shall be updated for this submission).

- Construction inspection and testing services specification requirements.
- Prepare and print 95% construction document submission to the IAC,
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- Prepare a construction document presentation for presentation to the community and stakeholders. The presentation must include a listing of and explanation for any significant changes to the design that occurred after the completion of the DD Phase.
- Provide all required information in the format required by both the 2012 edition, State of Maryland, Department of General Services, Office of Facilities Planning, Design, and Construction, Procedure Manual and the State of Maryland, Public School Construction Program, Administrative Procedures Guide and as noted by this RFP.
- 100% COMPLETION - Following incorporation of all City Schools and IAC comments and the CD’s are 100% complete, the A/E is required to submit the following:
  - Review sets shall be marked "FOR CONSTRUCTION"
  - 100% Complete Drawings: black or blue-line prints
  - Specifications: indexed and securely bound.
  - Structural, Mechanical and Electrical Calculations:
    1. Two bound copies of each set of calculations shall be submitted.
    2. Calculation books shall be signed by the designer and the person who checked the calculations.
    3. The final structural calculations shall include all loading assumptions, material grades and strengths, code references, and any other information required for design.
    4. Electrical coordination study encompassing that segment of the distribution system between the origin of utility service and the first level of secondary distribution equipment (NOTE: The study shall include set points for all adjustable protective devices).

- The A/E shall submit the following to City Schools for Final CD submission (100% CD completion):
  - 100% CD Review Drawings and Specifications with responses to all to City Schools and IAC/PSCP comments.
  - 100% Complete Construction Drawings in an electronic storage medium acceptable to City Schools - one file with CADD documents and one file with the signed and sealed Record Set in pdf format scanned at 200 dpi.
  - Submit 12 copies of all drawings and specifications required for review and approval by the City Schools consultants and the Maryland State agencies as necessary. Each submission should consist of eight full-size drawing sets and four half-size sets unless otherwise stipulated.
  - 100% Complete Construction Specifications in an electronic storage medium acceptable to City Schools with the signed and sealed record set in .pdf format. One complete 8.5x11 bound hard copy of specifications printed from the electronic storage medium.
  - Final approvals and permits from all regulatory agencies and public utilities involved in the project construction (i.e. Fire Marshall's Office, if required;
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- Department of Health and Mental Hygiene, if required; Maryland Department of the Environment; if required; Water, sewer, telephone, gas and electric utilities owners)
- A/E certification of the CD’s as required.

- Quality control (QC) & quality assurance (QA):
  - The A/E Team Shall Submit a single set of final, 100% CD’s at the time of each respective submission indicating that a senior staff member of the prime firm and each consultant firm responsible for QC/QA has reviewed the documents for conformance with the program, applicable building codes, and coordination issues with other disciplines. QC/QA reviewers shall be licensed architects or engineers with at least ten years of experience.
  - QC/QA Drawings shall be signed and dated by each QC/QA reviewer certifying that the review was conducted by that person.

- Miscellaneous Requirements:
  - The A/E team is responsible for coordinating with the CM in the development of the GMP to address design related questions, along with the review of the GMP submission. The A/E team understands and agrees that it shall be required to work with City Schools as they negotiate the GMP and that such efforts may involve redesigning portions of the Project or its individual systems thereto.
  - Cooperate and coordinate with the City Schools and staff.
  - Provide all construction documents including addenda, in Adobe .pdf format.
  - Respond promptly to questions from bidders. Prepare addenda for distribution through City Schools.

**Construction Administration (CA):**

During this phase, the A/E shall, at a minimum, provide and/or complete, the following:

- Meetings
  - Attend a pre-construction meeting to answer questions relating to the design and construction of the project.
  - Attend bi-monthly construction progress meetings at the construction site. A/E’s sub-consultants should attend as needed as each disciplines work is ongoing.
  - Attend the proceedings of the preconstruction meeting and answer questions relating to the design and construction of the project.

- A/E Reviews
  - Submittals/Shop Drawings
  - Contractor’s construction schedule; monthly review and assessment of the Contractor’s progress.
  - Contractor’s requests for information. (RFI’s)
- Operation and maintenance manuals, equipment requiring regular or periodic maintenance.
- Contractor's pay requests and requests for reductions in retainage.
- Review, coordinate and classify construction contract proposed change orders (PCO’s), change orders (CO’s) and issue Architect’s Supplemental Instructions (ASI’s) as required
- Represent and advise City Schools on technical issues relating to the project.
- Observe Contractor's work to determine compliance with the Contract Documents.
- Provide advice and direction to the construction contractor on technical matters relating to the project's design requirements.
- Prepare and distribute punch lists and coordinate the resolution of construction punch list items.
- Conduct a substantial completion inspection and provide certification of substantial completion to City Schools along with a substantial completion punch list.
- Work with project consultants, contractors, and City Schools staff to provide training of City Schools staff on maintenance and operations.
- Upon completion of all punch list items, conduct a final completion inspection and provide certification of final completion to the City Schools.

**Post-Construction Phase:**

- Prepare project record drawings for delivery to City Schools within 90 days of final completion inspection. Provide both PDF and CAD (.dwg) files. CAD files are to be prepared using AIA layering format with xrefs bound in an AutoCAD version acceptable to City Schools.
- Provide the BIM building model for data transfer into City Schools’ CMMS system.
- Flow Diagrams: Provide system flow diagrams for mechanical and electrical systems and equipment.
- Provide mechanical and electrical systems diagrams for mounting on the walls of the mechanical rooms and electrical closets.
- Post Occupancy:
  - Meetings: Attend and prepare minutes of a post-occupancy review meeting(s) to be held at the project site.
  - Work with project consultants, contractors, and City Schools staff to provide training of City Schools staff on maintenance and operations.
  - Review energy generation and use data from City Schools, and troubleshoot with City Schools and project contractors to achieve Net Zero Energy status.
  - Prepare a report for City Schools outlining major deficiencies, defects, and functional and operational inadequacies identified by City Schools staff relating to systems, materials, spaces, site, and other elements.
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- End of Warranty:
  - During the two year guarantee period, the A/E and the design team shall participate in warranty inspections at 6, 12 and 23 months after final acceptance of the project by City Schools.

- The A/E will file a Warranty Inspection Report for each inspection and a final Warranty Inspection Report at the end of the two year guarantee period listing contractual guarantee items, maintenance items and design complaints. In the case of serious design or construction deficiencies, a supplemental written report will be made by the A/E indicating results of the visits.

3.5 A/E Requirements - Professional Liability (PL) Insurance Coverage Requirements

Offerors must be able to demonstrate the ability to meet the PL insurance coverage limits per the Project Category. A statement from the Offeror’s insurance carrier identifying coverage limits and unencumbered balances are required at time of RFP response submission. Unless otherwise specified by the Contract Manager, the minimum PL limit required is $2,000,000 per occurrence.

Additional PL insurance requirements (upon Project award):

A) The selected Offeror shall obtain and maintain, from and after the date of the Contract, Professional Liability (PL) Insurance to protect City Schools from damages arising from, and against liability for, errors and omissions in design work performed by the selected Offeror or any member of the selected Offeror’s team providing professional architectural and engineering design services.

B) The selected Offeror shall furnish evidence demonstrating that the limits of coverage stated above are available and unencumbered by previous losses on the policy. During the Contract term, if the available limits in aggregate fall below 50%, the selected Offeror shall notify the Contract Manager and take action promptly to restore the limits to the required level.

C) Deductibles shall be the responsibility of the selected Offeror and may not exceed $25,000 without prior approval by the Contract Manager.

D) There shall be no exclusion for environmental claims arising out of the performance of the professional services.

E) Firms performing work under a joint venture agreement must furnish evidence in the form of an endorsement by the insurer that the joint venture is insured under the policy.

3.6 A/E Requirements - Additional Insurance Coverages
Additional insurance coverage shall include the following. A statement from the Offeror’s insurance carrier identifying coverage limits is required at time of RFP response submission.

A) Commercial General Liability Insurance

The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for general liability claims (including, but not limited to, claims for bodily injury and property damage, including loss of use) arising from the operations of the A/E, subconsultants, and suppliers that satisfies the following requirements:

1) Commercial General Liability (“CGL”) insurance to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.

2) Minimum coverage limits of: $2,000,000 as a per occurrence limit; $4,000,000 as a general aggregate limit (applied separately to claims arising from the Consultant’s performance under the Contract); and $4,000,000 as a products/completed operations limit.

3) City Schools shall be added as Additional Insured by additional insured endorsements ISO CG-20-10 and CG-20-37 or their equivalents. As Additional Insured, City Schools shall have coverage for liability arising out of the Consultant’s ongoing and completed operations performed for City Schools.

4) The CGL insurance policy shall include waiver of subrogation in favor of City Schools.

5) The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to City Schools.

6) The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.

7) The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the Consultant pursuant to the Contract.

8) The CGL insurance policy shall also include the following extensions:

   a) The general aggregate limit shall apply separately to the Contract;

   b) Premises/Operations;

   c) Actions of Independent consultants;

   d) Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of the Contract;
e) Personal injury liability including coverage for offenses related to employment and for offenses assumed under the Contract (including deletion of any standard employment and/or contractual exclusions if contained in the personal injury coverage section); and

f) If a Project encroaches within fifty (50) feet of the centerline of a railroad, the CGL insurance policy shall include ISO Endorsement CG-24-17 or its equivalent prior to the A/E beginning any work on such Project.

B) Automobile Liability

The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims arising from bodily injury and/or damage to property of others resulting from the ownership, maintenance, or use of any motor vehicle (whether owned, hired, or not owned), both on-site and off-site. Such Business Automobile Liability (“BAL”) insurance shall also include coverage against uninsured motorists and automobile contractual liability. The BAL insurance shall satisfy the following requirements:

1) Minimum $1,000,000 combined single limit on coverage.

2) The BAL insurance policy shall include waiver of subrogation in favor of City Schools.

3) The BAL insurance policy shall name City Schools as Additional Insured.

4) If a Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall include ISO Endorsement CA-20-70 or its equivalent prior to the A/E beginning any work on such Project.

C) Workers Compensation and Employers Liability

The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for claims arising from Workers Compensation statutes and from Employer’s Liability or other third party legal liability claims arising from bodily injury, disease, or death of the A/E’s employees. Such insurance shall satisfy the following requirements:

1) The A/E shall provide Workers Compensation coverage for all employees and require that their subconsultants provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.

2) The policy shall provide for both Workers Compensation coverage (“Part A”) and Employers Liability coverage (“Part B”).

3) The minimum limits of coverage for Part A (Workers Compensation) shall be in accordance with the statutory requirements of the jurisdiction in which the work is
being performed. The minimum limits of coverage for Part B (Employers Liability) shall be $1,000,000 for each accident, $1,000,000 for each employee, and a $1,000,000 aggregate policy limit for disease.

4) Part B (Employers Liability) of such insurance policy shall include waiver of subrogation in favor of City Schools. City Schools shall be named as Additional Insured with respect to Part B (Employers Liability).

D) Excess Liability / Umbrella Liability

The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims against that exceed the per occurrence or general aggregate limits of the CGL insurance policy, the BAL insurance policy, and Part B (Employer’s Liability) of the Workers’ Compensation and Employer’s Liability insurance policy. Such excess/umbrella insurance shall satisfy the following requirements:

1) Unless otherwise specified by the Contract Manager, the required minimum coverage limits for such insurance is $3,000,000 per occurrence.

2) City Schools shall be named as Additional Insured with respect to such excess/umbrella liability insurance.

3) The excess/umbrella liability insurance policy shall include waiver of subrogation in favor of City Schools.

4) The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to City Schools.

E) Optional Additional Insurance Coverage

Although City Schools does not anticipate, as of the date of this RFP, that any other insurance coverage will be required with respect to any particular Project, if and to the extent required, such additional insurance coverage (e.g., Pollution or Environmental Liability Insurance) shall be specified by addendum to this RFP.

3.7 Additional Insurance Requirements (upon Project award)

A) General Requirements

1) The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The A/E shall purchase and maintain such insurance with a minimum of the limits of liability as specified herein, as otherwise specified by the Contract Manager with respect to a particular Project, or as required by law, whichever is greatest.
2) A policy is not acceptable if it allows the costs associated with investigating, managing, or defending against any claim or any other costs incurred by the insured or the insurer to be deducted from the policy limits.

3) Required insurance shall be purchased from and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage as required herein shall have an AM Best rating of A-VII or better. All policies must be on a primary basis. All policies, except Professional Liability and Workers’ Compensation, shall name City Schools as “Additional Insured.”

4) The A/E shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by A/E, by any subconsultant, by any person employed by the A/E or any subconsultant, or by anyone for whose acts the A/E may be liable.

5) TORT CLAIMS ACTS. The A/E agrees, for itself and for its insurers, that neither A/E nor its insurers may raise or use in the adjustment of claims or in the defense of suits against City Schools, any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) unless requested by City Schools.

6) City Schools prefers that all liability insurance policies (whether for professional liability, commercial general liability, business automobile liability, excess and/or umbrella liability, employer liability, or otherwise) be written on an “occurrence basis.” However, if any liability insurance policy is on a “claims made” basis, the insurance must be maintained for a period of no less than ten (10) years after the end of the term of the Contract and the retroactive date must be listed as prior to or on the date on which the Contract is executed. If the policy is scheduled to be cancelled, not renewed, or not replaced prior to the expiration of such ten (10) year period, then prior to such cancellation, nonrenewal, or non-replacement, the Consultant must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.

7) No acceptance and/or approval of any insurance by City Schools shall be construed as relieving the A/E, or the surety or bond, if any, from any liability or obligation imposed upon any of them by the Contract.

3.8 Schedule

A schedule outlining the current project timeline is attached as Attachment A.
SECTION 4
PROPOSAL SUBMISSIONS, FORMATS & REQUIREMENTS

4.1 Two Part Submission:

Offerors will submit proposals in two separate volumes, labeled accordingly by volume, “Baltimore City Public Schools - Replacement Buildings for Holabird Elementary/Middle School and Graceland Park/O’Donnell Heights Elementary/ Middle Schools - A/E Services”. The two volumes will be separately evaluated:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL (Only required for “short-listed” Offerors)

Upon receipt of submissions, the selection committee will review the Offerors technical proposals. Firms deemed as meeting all requirements will be ranked and, based on the achieved rankings, selected a minimum of three (3) firms will be “short-listed”.

The short-listed firms will be requested to submit Volume II – Financial Proposal and, at the option of City Schools, may be invited for an interview to discuss their technical proposals and project approach. Financial proposals will be due no longer than 5 working days from Offeror notification of being “short-listed”. Exact due date and time will be established in the “short-list” notification.

Those “short-listed” firms will then have their Volume II Financial Proposals evaluated by the Selection Committee. Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so will be deemed not reasonably susceptible of being selected for award.

4.2 Proposals

Proposals shall be submitted and identified as Volume I - Technical Proposal or Volume II Financial Proposal. Proposals must be sealed and tendered to the attention of the Contract Manager at the address listed in Section 1.5 of this RFP. An electronic submission (formatted as .jpeg or .pdf file, either on flash drive), so identified, and five (5) bound paper copies of each Volume are to be submitted.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume" when submitting. As noted above, submission of Volume II – Financial Proposal is only required from short-listed firms. Each Volume and each separately sealed package are to be labeled either “Volume I-Technical Proposal” or “Volume II-Financial Proposal”. On the outside of each sealed package, the Offeror must also include the City Schools project description, the name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of proposals.
All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page of each Volume shall state “Final Page”.

4.4 Volume I – Technical Proposal

4.4.1 Transmittal Letter
A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal to the procurement officer. The transmittal letter should be brief, and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed, and it does not need to be bound with the Technical Proposal.

4.4.2 Format of Technical Proposal
This section provides specific instructions for submission of the Offeror’s Technical Proposal. The Technical Proposal shall include:

- **Title and Table of Contents**

  The Technical Proposal should begin with a title page bearing the name and address of the Offeror, point of contact information (including e-mail address), and the name of this RFP. A table of contents for the Technical Proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror’s Technical Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

- **Executive Summary**

  The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP and attachments, as well as acknowledge the receipt of any amendments/addenda associated with this RFP and the tax identification number of the “prime” offeror.

  Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the City Schools terms and conditions, the Executive Summary should so state.

- **Work Plan**

  Section 3 of this RFP, *Scope of Work, Process and Consultant Requirements*, provides Offerors with information on the desired outcome of this solicitation. At a minimum, Offerors shall address the following in their Work Plan:
a) The Offeror’s organization and how it intends to complete the scope(s) outlined in this RFP.
b) The names, titles, and resumes of the key management and other personnel (staffing plan) directly involved with managing the work that will be required under the Contract. This should include any firms identified as part of the Offeror’s subconsultant team.

**Note:** City Schools reserves the right to require, during proposal evaluation, that the Offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied upon in any determination regarding the Offeror’s financial responsibility.

Offerors shall describe prior experience and capabilities on the following:

a) Experience providing design services similar in size, scope, and setting to the Projects identified in this RFP.
b) The number of years the Offeror has provided design services related to urban school buildings, distinguishing between renovations and new construction.
c) A list of urban school building projects the Offeror has experience with. The list shall include the year the project(s) were competed, the project cost, the type of project (distinguishing between renovations, additions, new construction), the project scope performed, and LEED certification obtained (if applicable).
d) Offeror’s familiarity and knowledge of local standards, laws, building codes, and conditions applicable to the Projects.
e) A list of at least 3 (three) references for current or previous similar projects. Provide the name of the organization and the name, title, and telephone number of the point of contact for the organization.

Offerors shall identify any known subcontractors and/or joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of the Contract. Upon City Schools’ request, Offerors shall make available within 24 hours all subcontractor/joint venture scope of work documents and proposals.

**4.4.3 Required Submissions**

Offerors must submit the following items in the original Technical Proposal:

1. Verification from the Offeror’s insurance carrier/provider identifying the Offeror’s current unencumbered PL policy limits and current PL deductible amounts, including coverage limits for Commercial General Liability,
Automobile, Worker’s Comp/Employer Liability, and any additional insurance coverages held by the Offeror are to be identified and submitted.

4.5 Volume II - Financial Proposal

4.5.1 Short-listed Offerors shall submit their sealed Financial Proposal clearly identified with the same information noted on the Technical Proposal, and the Offeror must submit an electronic submission (either on CD or flash drive), so identified, and five (5) bound paper copies of the Financial Proposal.

4.5.2 Short-listed Offerors must include an accurately completed and signed MBE Form D1-A “MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE” with the original Financial Proposal. Per COMAR regulation 21.11.03.09.C(5), failure to include and/or accurately complete the MBE utilization affidavit and participation schedule shall result in a determination that the bid is not responsive.
SECTION 5
EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the Proposals will be performed by the Selection Committee and will be based on the criteria and responsiveness of the Offeror as set forth in this RFP.

5.2 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror, whose headquarters, principal base of operations, or principal site that will primarily provide the services required by this RFP and is in another state, submits the most advantageous offer; and the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a federal law or grant affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

5.3 Selection Procedures

General Selection Process:

- Proposals will be reviewed by the Selection Committee comprised of three representatives City Schools’ facilities related staff.
- The selections will be awarded in accordance with the competitive sealed proposals process under City Schools Procurement Policies.
- Prior to an Offeror selection pursuant to this RFP, City Schools may require any or all Offerors to submit such additional information bearing upon the Offeror’s ability to perform the services as City Schools may deem appropriate. City Schools may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Offeror.

Evaluation Criteria for Selection:

- Offeror/Team Project Experience (20 points)
  - Team Experience and Qualifications – 8 points
  - Key Personnel Experience and Qualifications – 8 points
  - LEED Experience and Net Zero Energy Familiarity – 4 points

- Work Plan (35 points)
  - Addressed Scope Requirements – 12 points
  - Adherence to Schedule – 8 points
Provide Architectural and Engineering Services for Replacement of Holabird Elementary/Middle School No. 229 and Graceland Park/O'Donnell Heights Elementary/Middle School No. 240

- Insurance Verification – 0 or 3 points (pass/fail)
- Acknowledgement of Addenda - 0 or 3 points (pass/fail)
- Quality of Submission – 9 points

- References (5 points)

- Interviews, if held (10 points)
  - If interviews are not held, all short-listed Offerors will receive 8 points in the category.

- Price (30 points)

At any time prior to award of a Contract pursuant to this RFP, the Selection Committee may require any or all Offerors to submit such additional information that the Selection Committee deems appropriate to judge the Offeror’s ability to perform the Contract or any Projects thereunder. The Selection Committee may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of an Offeror.

At any time after the Selection Committee has reviewed the Project Proposals (regardless of whether the Selection Committee holds discussions or receives presentations), the Selection Committee may determine that an Offeror is not responsible and/or that a Consultant’s Project proposal is not reasonably susceptible of being selected for award. If the Selection Committee determines an Offer is not responsible and/or that a Consultant’s Project Proposal is not reasonably susceptible of being selected for award, the Selection Committee will notify the Offeror of that determination.
ATTACHMENTS

A. ............................................ PROJECT SCHEDULE

B. ............................................ MBE INSTRUCTIONS AND FORMS

C. ............................................ GRACELAND PARK/O’DONNELL HEIGHTS ELEMENTARY/MIDDLE SCHOOL APPROVED SCHEMATIC DESIGN

D. ............................................ HOLABIRD ELEMENTARY/MIDDLE SCHOOL APPROVED SCHEMATIC DESIGN

E. ............................................ SAMPLE CONTRACT

F. ............................................ ANTICIPATED CONSTRUCTION COST

End of Request for Proposal
ATTACHMENT - A

ANTICIPATED PROJECT SCHEDULE

- Anticipated City Schools Board Approval          October, 2015
- Anticipated Notice to Proceed                    October, 2015
- Anticipated Design Completion                    July, 2016
- Anticipated New Building Construction Completion December, 2017
- Anticipated Demolition and Project Site Completion July, 2018
ATTACHMENT - #B

MBE Instruction and Forms
CERTIFIED MINORITY BUSINESS ENTERPRISE
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

NOTE: You must include this document with your cost proposal or offer. If you do not submit the form with your proposal or offer, the procurement officer shall deem your non-responsive or your offer not reasonably susceptible of being selected for award.

Awarded firms shall provide to the City Schools Project Manager when requested a fully completed M/WBE form together with the cost proposal at the time when the project task is assigned to selected and approved consultant.

(For additional information and assistance please contact City Schools MBE Office at: (443) 642-4364 or (443) 642-4365)

As per State of Maryland Procurement Regulations 21.11.03 all solicitations issued on or after June 9, 2014 MBE Prime contractors can be counted up to (50%) towards the entire MBE Goal, and up to 100% towards any one of the MBE sub goals.

Part I.

I acknowledge the:

- Overall certified MBE subcontract participation goal of 29%.
- The subgoals, if applicable, of:
  - 6% for certified African American-owned businesses
  - 2% for certified Hispanic American-owned businesses
  - 9% for certified Women’s owned businesses

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Only MBE firms certified by the Maryland Department of Transportation (MDOT) can be utilized to meet the MBE requirements for the contract.

Part II.

Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSPECTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSPECTIBLE OF BEING SELECTED FOR AWARD

1. ☐ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit MBE Participation Schedule [Attachment B], which details how I will reach that goal.

   or

2. ☐ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit MBE Participation Schedule [Attachment B], which details the MBE participation I have achieved.

   I request a partial waiver as follows:
   - Waiver of overall MBE subcontract participation goal: ____ %
   - Waiver of MBE subcontract participation subgoals, if applicable:
     - ____ % for certified African American-owned businesses and
     - ____ % for certified Asian American-owned businesses.

Within 10 days of being informed that I am the apparent low bidder, I will submit MBE Waiver Documentation [Attachment F] (with supporting documentation).
3. □ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit MBE Participation Schedule [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent low bidder, I will submit MBE Waiver Documentation [Attachment F] (with supporting documentation).

Part III.

I understand that if I am the apparent low bidder, I must submit within 10 working days after receiving notice of the potential award.

- Outreach Efforts Compliance Statement (Attachment C)
- Subcontractor Project Participation Statement (Attachment D)
- Minority Subcontractors Unavailability Certificate (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule and any additional MBE subcontractor/suppliers identified in the Subcontractor Project Participation Statement will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

In accordance with §14-303(b)(5) of the State Finance and Procurement Article ("SFP"), the Board of Public Works promulgated regulations requiring all contracts with Minority Business Enterprise (MBE) participation goals to include a liquidated damages provision (COMAR 21.11.03.10(E)). Code of Maryland Regulations 21.01.03.02 provides that "Each regulation adopted under this title that is in effect on the date of award of any procurement contract... is applicable to the contract." See also SFP § 11-206(a). Therefore, the MBE liquidated damages requirement became effective for all contracts awarded on or after May 13, 2013.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

____________________________   ______________________________
Bidder/Offeror Name     Affiant Signature

____________________________   ______________________________
Address      Printed Name & Title
**Attachment B – Baltimore City Public Schools**

**MBE PARTICIPATION SCHEDULE**

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prime Contractor’s Name</td>
<td>2. Prime Contractor’s Address and Telephone Number</td>
</tr>
<tr>
<td>3. Project/School Name</td>
<td>4. Project/School Location</td>
</tr>
<tr>
<td>Provide Architectural and Engineering Services for Replacement of Holabird Elementary/Middle School No. 229</td>
<td></td>
</tr>
<tr>
<td>5. Solicitation #RFP-16027</td>
<td>6. Base Bid Amount $</td>
</tr>
<tr>
<td>Minority Firm Address</td>
<td></td>
</tr>
<tr>
<td>7a. Minority Firm Name</td>
<td>Minority Firm Address</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (African American) ☐ (Women)</td>
</tr>
<tr>
<td>MDOT Certification Number</td>
<td>☐ (Asian) ☐ (Hispanic)</td>
</tr>
<tr>
<td>MBE/WBE is in Good Standing with Maryland Department of Assessments and Taxation: YES or NO</td>
<td>☐ (American Indian) ☐ (Disabled)</td>
</tr>
<tr>
<td>Work to be Performed and Subcontract Dollar Amount</td>
<td>Percent of Total Contract</td>
</tr>
<tr>
<td>7b. Minority Firm Name</td>
<td>Minority Firm Address</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (African American) ☐ (Women)</td>
</tr>
<tr>
<td>MDOT Certification Number</td>
<td>☐ (Asian) ☐ (Hispanic)</td>
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</tr>
<tr>
<td>Work to be Performed and Subcontract Dollar Amount</td>
<td>Percent of Total Contract</td>
</tr>
<tr>
<td>7c. Minority Firm Name</td>
<td>Minority Firm Address</td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (African American) ☐ (Women)</td>
</tr>
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<td>MDOT Certification Number</td>
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</tr>
<tr>
<td>MBE/WBE is in Good Standing with Maryland Department of Assessments and Taxation: YES or NO</td>
<td>☐ (American Indian) ☐ (Disabled)</td>
</tr>
<tr>
<td>Work to be Performed and Subcontract Dollar Amount</td>
<td>Percent of Total Contract</td>
</tr>
<tr>
<td>8. MBE Total Dollar Amount</td>
<td>9. Total MBE Percent of Entire Contract</td>
</tr>
</tbody>
</table>
Attachment C – Baltimore City Public Schools

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to Baltimore City Public Schools System for the _______ project, BCS # ______________, I state the following:

1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4) [ ] Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)

[ ] This project does not involve bonding requirements.

5) [ ] Bidder/Offeror did/did not attend the pre-bid conference

[ ] No pre-bid conference was held.

_________________________________  By: ________________________
Bidder/Offeror Name

_________________________________   _________________________
Address       Name, Title
Attachment D – Baltimore City Public Schools

MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: ____________________________________________________________

PROJECT/ SCHOOL LOCATION: ______________________________________________________

LEA: BALTIMORE CITY PUBLIC SCHOOLS

NAME OF PRIME CONTRACTOR: _______________________________________________________

NAME OF MBE SUBCONTRACTOR: ___________________________________________________

MDOT Certification Number

1. Work/Services to be performed by MBE Subcontractor: ________________________________

2. Subcontract Amount: $ ____________________________

3. Bonds - Amount and type required of Subcontractor if any: ____________________________

4. MBE Anticipated or Actual Commencement Date: ___________________ Completion Date: _________

5. This MBE subcontract represents the following percentage of the total contract cost: _________

6. This is an African American Firm: Yes ________ No ________

7. This is an Asian American Firm: Yes ________ No ________

8. This is a Women Owned, American Indian, Hispanic or Disabled Firm: Yes ________ No ________

(Circle One)

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor’s execution of a contract for the above referenced project with the Baltimore City Board of School Commissioners. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: ______________________________

Date
Provide Architectural and Engineering Services for Replacement of Holabird Elementary/Middle School No. 229

Date: ________________________

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: ________________________________

Date: ________________________

Attachment E – Baltimore City Public Schools

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

It is hereby certified that the firm of ________________________________

(Name of Minority firm)

located at

(Number)                                           (Street)

(City)                                           (State)            (Zip)

was offered an opportunity to bid on the ________________________________ school project

with Baltimore City Board of School Commissioners by ________________________________

(Name of Prime Contractor’s Firm)

************************************************************************************

2. The ________________________________ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signature of Minority Firm’s MBE Representative __________________________ Title ______________ Date ______________

MDOT Certification # __________________________ Telephone # __________________________

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.
Provide Architectural and Engineering Services for Replacement of Holabird Elementary/Middle School No. 229

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor            Title                Date

Attachment F – Baltimore City Public Schools

MBE WAIVER DOCUMENTATION

Project Name: ________________________________        PSC No. __________

Base Contract Amount $ __________________________
Plus Accepted Alternates
Equals Total Contract Amount $ ______________________

I have previously requested that a waiver be granted to the overall MBE goal for this project of ____ percent, with a minimum of ____ percent from certified African American-owned businesses, a minimum of ____ percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I _______________, hereby certify that my position is ____________________________, and I am the duly authorized representative of ____________________________, (Company Name)

I further certify that I have submitted a Schedule for Participation of Certified Minority Business Enterprises which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

<table>
<thead>
<tr>
<th>Minority Group</th>
<th>MBE GOAL</th>
<th>Actual MBE Dollar Participation</th>
<th>Request For Waiver</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Percent of Total Contract</td>
<td>Dollar Value of Total Contract*</td>
<td>Dollar Value</td>
</tr>
<tr>
<td>a. Sub Goal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>African American</td>
<td>____ %</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Dollar Value of Total Contract is the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).
To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor’s efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE’s regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature ____________________________    Date ____________________________
(Company Representative Name)  

Sworn and subscribed before me this ____________________________ day of ____________________________
in the year ____________________________ Notary Public ____________________________
Provide Architectural and Engineering Services for Replacement of Holabird Elementary/Middle School No. 229

=================================================================================================================================

Reviewed and accepted by the Baltimore City Public Schools MBE Liaison Officer.

Signature _____________________________________________________________________________________________  Date ______________________________

(City Schools Representative Name)

G-1
CERTIFIED MINORITY BUSINESS ENTERPRISE
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

NOTE: You must include this document with your cost proposal or offer. If you do not submit the form with your proposal or offer, the procurement officer shall deem your non-responsive or your offer not reasonably susceptible of being selected for award.

Awarded firms shall provide to the City Schools Project Manager when requested a fully completed M/WBE form together with the cost proposal at the time when the project task is assigned to selected and approved consultant.

(For additional information and assistance please contact City Schools MBE Office at: (443) 642-4364 or (443) 642-4365)

* * * * * * * * * * * * * * * * *

As per State of Maryland Procurement Regulations 21.11.03 all solicitations issued on or after June 9, 2014 MBE Prime contractors can be counted up to (50%) towards the entire MBE Goal, and up to 100% towards any one of the MBE sub goals.

Part I.

I acknowledge the:
- Overall certified MBE subcontract participation goal of 29%.
- The subgoals, if applicable, of:
  - 6% for certified African American-owned businesses
  - 2% for certified Hispanic American-owned businesses
  - 9% for certified Women’s owned businesses

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Only MBE firms certified by the Maryland Department of Transportation (MDOT) can be utilized to meet the MBE requirements for the contract.

Part II.

Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

1 □ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit MBE Participation Schedule [Attachment B], which details how I will reach that goal.

or

2 □ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit MBE Participation Schedule [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:
- Waiver of overall MBE subcontract participation goal: _____ %
- Waiver of MBE subcontract participation subgoals, if applicable:
  - _____ % for certified African American-owned businesses
  - _____ % for certified Asian American-owned businesses.

Within 10 days of being informed that I am the apparent low bidder, I will submit MBE Waiver Documentation [Attachment F] (with supporting documentation).
Provide Architectural and Engineering Services for Replacement of Graceland Park/O'Donnell Heights Elementary/Middle Scholl #240

or

3 □ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit MBE Participation Schedule [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent low bidder, I will submit MBE Waiver Documentation [Attachment F] (with supporting documentation).

Part III.

I understand that if I am the apparent low bidder, I must submit within 10 working days after receiving notice of the potential award.

- Outreach Efforts Compliance Statement (Attachment C)
- Subcontractor Project Participation Statement (Attachment D)
- Minority Subcontractors Unavailability Certificate (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule and any additional MBE subcontractor/suppliers identified in the Subcontractor Project Participation Statement will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

In accordance with §14-303(b)(5) of the State Finance and Procurement Article ("SFP"), the Board of Public Works promulgated regulations requiring all contracts with Minority Business Enterprise (MBE) participation goals to include a liquidated damages provision (COMAR 21.11.03.10(E)). Code of Maryland Regulations 21.01.03.02 provides that "Each regulation adopted under this title that is in effect on the date of award of any procurement contract... is applicable to the contract." See also SFP § 11-206(a).

Therefore, the MBE liquidated damages requirement became effective for all contracts awarded on or after May 13, 2013.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Affiant Signature

Address

Printed Name & Title

Address (continued)

Date
Attachment B – Baltimore City Public Schools
MBE PARTICIPATION SCHEDULE
This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

<table>
<thead>
<tr>
<th>1. Prime Contractor’s Name</th>
<th>2. Prime Contractor’s Address and Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Project/School Name</th>
<th>4. Project/School Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Architectural and Engineering Services for Replacement of Graceland Park/O’Donnell Heights Elementary/Middle Scholl #240</td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>5. Solicitation #RFP-16027</th>
<th>6. Base Bid Amount</th>
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<tr>
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<td>$</td>
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</tbody>
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<table>
<thead>
<tr>
<th>7a. Minority Firm Name</th>
<th>7b. Minority Firm Name</th>
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</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Firm Telephone Number</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>Minority Firm Fax Number</td>
</tr>
<tr>
<td>MDOT Certification Number</td>
<td>MDOT Certification Number</td>
</tr>
<tr>
<td>MBE/WBE is in Good Standing with Maryland Department of Assessments and Taxation: YES or NO</td>
<td>MBE/WBE is in Good Standing with Maryland Department of Assessments and Taxation: YES or NO</td>
</tr>
<tr>
<td>Work to be Performed and Subcontract Dollar Amount</td>
<td>Work to be Performed and Subcontract Dollar Amount</td>
</tr>
<tr>
<td>Percent of Total Contract</td>
<td>Percent of Total Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7c. Minority Firm Name</th>
<th>8. MBE Total Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Firm Telephone Number</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>Minority Firm Fax Number</td>
</tr>
<tr>
<td>MDOT Certification Number</td>
<td>MDOT Certification Number</td>
</tr>
<tr>
<td>MBE/WBE is in Good Standing with Maryland Department of Assessments and Taxation: YES or NO</td>
<td>MBE/WBE is in Good Standing with Maryland Department of Assessments and Taxation: YES or NO</td>
</tr>
<tr>
<td>Work to be Performed and Subcontract Dollar Amount</td>
<td>Work to be Performed and Subcontract Dollar Amount</td>
</tr>
<tr>
<td>Percent of Total Contract</td>
<td>Percent of Total Contract</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Total MBE Percent of Entire Contract</th>
<th>10. Form Prepared by :</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td>Title</td>
</tr>
<tr>
<td></td>
<td>Date</td>
</tr>
</tbody>
</table>

Total MBE Participation:   % $ 
Total African-American MBE Participation:   % $ 
Total Asian MBE Participation:   % $ 
Total Other Participation:   % $ 

Name
Title
Date

Reviewed and Accepted by City Schools MBE Liaison Officer
Name
Title
Date
Attachment C – Baltimore City Public Schools

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to Baltimore City Public Schools System for the _______________ project, BCS # _______________, I state the following:

(name)

1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4) ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)
   ☐ This project does not involve bonding requirements.

5) ☐ Bidder/Offeror did/did not attend the pre-bid conference
   ☐ No pre-bid conference was held.

_________________________________  By: ________________________
Bidder/Offeror Name

_________________________________   __________________________
Address       Name, Title

_________________________________   __________________________
Date
Attachment D – Baltimore City Public Schools

MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT
PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: ____________________________________________________

PROJECT/ SCHOOL LOCATION: ___________________________________________________

LEA: BALTIMORE CITY PUBLIC SCHOOLS

NAME OF PRIME CONTRACTOR: ____________________________________________________

NAME OF MBE SUBCONTRACTOR: ____________________________________________________

MDOT Certification Number

1. Work/Services to be performed by MBE Subcontractor:

2. Subcontract Amount: $ ____________________________

3. Bonds - Amount and type required of Subcontractor if any:

4. MBE Anticipated or Actual Commencement Date: ___________________ Completion Date: __________

5. This MBE subcontract represents the following percentage of the total contract cost: __________

6. This is an African American Firm: Yes ______ No ______

7. This is an Asian American Firm: Yes ______ No ______

8. This is a Women Owned, American Indian, Hispanic or Disabled Firm: Yes ______ No ______

(Circle One)

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor’s execution of a contract for the above referenced project with the Baltimore City Board of School Commissioners. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: ____________________________

Date: ___________________

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: ____________________________

Date: ___________________
Attachment E – Baltimore City Public Schools

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

It is hereby certified that the firm of ________________________________

(Name of Minority firm)

located at

(Number)                                           (Street)

(City)              (State)            (Zip)

was offered an opportunity to bid on the ________________________________ school project

with Baltimore City Board of School Commissioners by ________________________________

(Name of Prime Contractor’s Firm)

************************************************************************************

2. The (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signature of Minority Firm’s MBE Representative   Title   Date

MDOT Certification #    Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor   Title   Date
Attachment F – Baltimore City Public Schools

**MBE WAIVER DOCUMENTATION**

<table>
<thead>
<tr>
<th>Project Name: __________________________</th>
<th>PSC No. __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Contract Amount $________________</td>
<td></td>
</tr>
<tr>
<td>Plus Accepted Alternates $____________</td>
<td></td>
</tr>
</tbody>
</table>
| Equals Total Contract Amount $________ |**

I have previously requested that a waiver be granted to the overall MBE goal for this project of ____ percent, with a minimum of ____ percent from certified African American-owned businesses, a minimum of ____ percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I __________________________, hereby certify that my position is __________________________, and I am the duly authorized representative of __________________________.

I further certify that I have submitted a *Schedule for Participation of Certified Minority Business Enterprises* which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

<table>
<thead>
<tr>
<th>Summary MBE Participation Schedule from Attachment B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Group</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>a. Sub Goal</td>
</tr>
<tr>
<td>African American</td>
</tr>
<tr>
<td>b. Sub Goal</td>
</tr>
<tr>
<td>Asian American</td>
</tr>
<tr>
<td>c. Other * in Sub Goal group a/b above</td>
</tr>
<tr>
<td>TOTALS</td>
</tr>
</tbody>
</table>

- with accepted/rejected alternates
To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor’s efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE’s regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature ___________________________ Date ___________________________

(Company Representative Name)

Sworn and subscribed before me this __________________________ day of __________________________
in the year __________________________ Notary Public __________________________

--------------------------------------------------------------------------------------------------

Reviewed and accepted by the Baltimore City Public Schools MBE Liaison Officer.

Signature ___________________________ Date ___________________________

(City Schools Representative Name)
ATTACHMENT - #C

Approved Schematic Design-Graceland Park
O’Donnell Heights EMS #240
**LEED 2009 for Schools New Construction and Major Renovations Project Scorecard**

**Project Name:** Graceland Park - O'Donnell Heights Elementary/Middle School for Baltimore City Public Schools

**Project Address:** 6300 O'Donnell Street, Baltimore, MD 21224

### SUSTAINABLE SITES

<table>
<thead>
<tr>
<th>Credit</th>
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<tbody>
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<td>Site Selection</td>
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<td>Development Density and Community Connectivity</td>
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<tr>
<td>3</td>
<td>Brownfield Redevelopment</td>
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<td>Alternative Transportation - Public Transportation Access</td>
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<td>4</td>
<td>Alternative Transportation - Bicycle Storage and Changing Rooms</td>
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<td>Alternative Transportation - Low-Emitting and Fuel-Efficient Vehicles</td>
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<td>4</td>
<td>Alternative Transportation - Parking Capacity</td>
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<td>Stormwater Design - Quantity Control</td>
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<td>Stormwater Design - Quality Control</td>
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<td>7.1</td>
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<td>7.2</td>
<td>Heat Island Effect - Roof</td>
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<td>8</td>
<td>Light Pollution Reduction</td>
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<td>9</td>
<td>Site Master Plan</td>
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### WATER EFFICIENCY

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<td>2</td>
<td>Water Efficient Landscaping</td>
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<tr>
<td>4</td>
<td>No Potable Water Use or Irrigation</td>
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<tr>
<td>2</td>
<td>Innovative Wastewater Technologies</td>
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### ENERGY & ATMOSPHERE

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<td>2</td>
<td>Minimum Energy Performance</td>
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<tr>
<td>3</td>
<td>Fundamental Refrigerant Management</td>
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<tr>
<td>1</td>
<td>Optimize Energy Performance</td>
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</table>
LEED 2009 for Schools New Construction and Major Renovations
Project Scorecard

Project Name: Graceland Park - O'Donnell Heights Elementary/Middle School for Baltimore City Public Schools
Project Address: 6300 O'Donnell Street, Baltimore, MD 21224

- Improve by 12% for New Buildings or 8% for Existing Building Renovations
- Improve by 14% for New Buildings or 10% for Existing Building Renovations
- Improve by 16% for New Buildings or 12% for Existing Building Renovations
- Improve by 18% for New Buildings or 14% for Existing Building Renovations
- Improve by 20% for New Buildings or 16% for Existing Building Renovations
- Improve by 22% for New Buildings or 18% for Existing Building Renovations
- Improve by 24% for New Buildings or 20% for Existing Building Renovations
- Improve by 26% for New Buildings or 22% for Existing Building Renovations
- Improve by 28% for New Buildings or 24% for Existing Building Renovations
- Improve by 30% for New Buildings or 26% for Existing Building Renovations
- Improve by 32% for New Buildings or 28% for Existing Building Renovations
- Improve by 34% for New Buildings or 30% for Existing Building Renovations
- Improve by 36% for New Buildings or 32% for Existing Building Renovations
- Improve by 38% for New Buildings or 34% for Existing Building Renovations
- Improve by 40% for New Buildings or 36% for Existing Building Renovations
- Improve by 42% for New Buildings or 38% for Existing Building Renovations
- Improve by 44% for New Buildings or 40% for Existing Building Renovations
- Improve by 46% for New Buildings or 42% for Existing Building Renovations
- Improve by 48%+ for New Buildings or 44%+ for Existing Building Renovations

On-Site Renewable Energy
- 1% Renewable Energy
- 3% Renewable Energy
- 5% Renewable Energy
- 7% Renewable Energy
- 9% Renewable Energy
- 11% Renewable Energy
- 13% Renewable Energy

Enhanced Commissioning
Enhanced Refrigerant Management
Measurement and Verification
Green Power

Credit 2
Credit 3
Credit 4
Credit 5
Credit 6

1 to 7
1
2
3
4
5
6
7
2
1
2
2
LEED 2009 for Schools New Construction and Major Renovations Project Scorecard

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Graceland Park - O'Donnell Heights Elementary/Middle School for Baltimore City Public Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Address:</td>
<td>8300 O'Donnell Street, Baltimore, MD 21224</td>
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### MATERIALS & RESOURCES

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<tr>
<td>1.1</td>
<td>Building Reuse - Maintain Existing Walls, Floors and Roof</td>
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<tr>
<td>1.2</td>
<td>Building Reuse - Maintain Interior Non-Structural Elements</td>
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<td>2</td>
<td>Construction Waste Management</td>
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<td>3</td>
<td>Materials Reuse</td>
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<tr>
<td>4</td>
<td>Recycled Content</td>
<td>1 to 2</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Regional Materials</td>
<td>1 to 2</td>
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</tr>
<tr>
<td>6</td>
<td>Certified Wood</td>
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### INDOOR ENVIRONMENTAL QUALITY

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<tbody>
<tr>
<td>1</td>
<td>Minimum Indoor Air Quality Performance</td>
<td>Required</td>
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<tr>
<td>2</td>
<td>Environmental Tobacco Smoke (ETS) Control</td>
<td>Required</td>
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<td>3</td>
<td>Minimum Acoustical Performance</td>
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<td>1</td>
<td>Outdoor Air Delivery Monitoring</td>
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<td>Increased Ventilation</td>
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<td>5</td>
<td>Indoor Chemical and Pollutant Source Control</td>
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LEED 2009 for Schools New Construction and Major Renovations Project Scorecard

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<td>Controllability of Systems - Thermal Comfort</td>
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</tr>
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<td>Thermal Comfort - Design</td>
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<td>1 to 3</td>
</tr>
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<td>75% of classrooms</td>
<td>1</td>
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<tr>
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<td>10</td>
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**INNOVATION IN DESIGN**

- Credit 1: Innovation in Design
  - Exemplary Performance CWM
  - Exemplary Performance - TBD
  - Innovation - Low Mercury Purchasing Policy
  - Innovation - TBD
  1 to 4 points

- Credit 2: LEED® Accredited Professional
  - School as a Teaching Tool
  1 point

**REGIONAL PRIORITY**

- Credit 1: Regional Priority
  - SS6c.1 Quantity
  - EAc2 On Site Renewable Energy
  - EAc1 Optimize Energy 40% New
  - MRe1.1 Building Reuse or SS6c.1 Protect or Restore or WEc2 Innovative Water
  1 to 4 points

**PROJECT TOTALS**

Certified: 40-49 points Silver: 50-59 points Gold: 60-79 points Platinum: 80+ points

Total Points: 110

Project Name: Graceland Park - O'Donnell Heights Elementary/Middle School for Baltimore City Public Schools
Project Address: 6300 O'Donnell Street, Baltimore, MD 21224

JANUARY 30, 2015
FIRST FLOOR PLAN
59,896 SF

JANUARY 30, 2015
ATTACHMENT - #D

Approved Schematic Design-Holabirt EMS #229
### LEED Score Card

**Project Name:** Holabird Elementary/Middle School for Baltimore City Public Schools  
**Project Address:** 1500 Imla Street, Baltimore, MD 21224

#### SUSTAINABLE SITES

<table>
<thead>
<tr>
<th>Requirement</th>
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</thead>
<tbody>
<tr>
<td><strong>Total:</strong></td>
<td>16</td>
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<tr>
<td>Prereq 1: Construction Activity Pollution Prevention</td>
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<tr>
<td>Prereq 2: Environmental Site Assessment</td>
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</tr>
<tr>
<td>Credit 1: Site Selection</td>
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<td></td>
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<tr>
<td>Credit 2: Development Density and Community Connectivity</td>
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<tr>
<td>Credit 3: Brownfield Redevelopment</td>
<td>✔</td>
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<tr>
<td>Credit 4.1: Alternative Transportation - Public Transportation Access</td>
<td>✔</td>
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<tr>
<td>Credit 4.2: Alternative Transportation - Bicycle Storage and Changing Rooms</td>
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<td>Credit 4.3: Alternative Transportation - Low-Emitting and Fuel-Efficient Vehicles</td>
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<tr>
<td>Credit 4.4: Alternative Transportation - Parking Capacity</td>
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<tr>
<td>Credit 5.1: Site Development - Protect or Restore Habitat</td>
<td>✔</td>
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<tr>
<td>Credit 5.2: Site Development - Maximize Open Space</td>
<td>✔</td>
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<tr>
<td>Credit 6.1: Stormwater Design - Quantity Control</td>
<td>✔</td>
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<tr>
<td>Credit 6.2: Stormwater Design - Quality Control</td>
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<tr>
<td>Credit 7.1: Heat Island Effect - Nonroof</td>
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<td>Credit 7.2: Heat Island Effect - Roof</td>
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<tr>
<td>Credit 8: Light Pollution Reduction</td>
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<tr>
<td>Credit 9: Site Master Plan</td>
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<tr>
<td>Credit 10: Joint Use of Facilities</td>
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#### WATER EFFICIENCY

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<th>No</th>
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<tbody>
<tr>
<td><strong>Total:</strong></td>
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<tr>
<td>Prereq 1:</td>
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<tr>
<td>Credit 1: Water Use Reduction</td>
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<tr>
<td>Water Efficient Landscaping</td>
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<tr>
<td>50% Reduction</td>
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</tr>
<tr>
<td>No Potable Water Use or Irrigation</td>
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<td></td>
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<tr>
<td>Innovative Wastewater Technologies</td>
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<tr>
<td>Water Use Reduction</td>
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<td></td>
</tr>
<tr>
<td>30% Reduction</td>
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<tr>
<td>35% Reduction</td>
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<tr>
<td>40% Reduction</td>
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<tr>
<td>Process Water Use Reduction</td>
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</table>

#### ENERGY & ATMOSPHERE

<table>
<thead>
<tr>
<th>Requirement</th>
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<th>No</th>
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<tr>
<td><strong>Total:</strong></td>
<td>14</td>
<td>8</td>
</tr>
<tr>
<td>Prereq 1:</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Prereq 2: Fundamental Commissioning of Building Energy Systems</td>
<td>✔</td>
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<tr>
<td>Prereq 3: Minimum Energy Performance</td>
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<tr>
<td>Prereq 4: Fundamental Refrigerant Management</td>
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</tr>
<tr>
<td>Credit 1: Optimize Energy Performance</td>
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</tr>
</tbody>
</table>

**Total Score:** 24 Points

---

§ 5 | 62  
GRIMM + PARKER ARCHITECTS
LEED 2009 for Schools New Construction and Major Renovations
Project Scorecard

Project Name: Holabird Elementary/Middle School for Baltimore City Public Schools
Project Address: 1500 Nona Street, Baltimore, MD 21224

Yes ? No

- Improve by 12% for New Buildings or 8% for Existing Building Renovations
- Improve by 14% for New Buildings or 10% for Existing Building Renovations
- Improve by 16% for New Buildings or 12% for Existing Building Renovations
- Improve by 18% for New Buildings or 14% for Existing Building Renovations
- Improve by 20% for New Buildings or 16% for Existing Building Renovations
- Improve by 22% for New Buildings or 18% for Existing Building Renovations
- Improve by 24% for New Buildings or 20% for Existing Building Renovations
- Improve by 26% for New Buildings or 22% for Existing Building Renovations
- Improve by 28% for New Buildings or 24% for Existing Building Renovations
- Improve by 30% for New Buildings or 26% for Existing Building Renovations
- Improve by 32% for New Buildings or 28% for Existing Building Renovations
- Improve by 34% for New Buildings or 30% for Existing Building Renovations
- Improve by 36% for New Buildings or 32% for Existing Building Renovations
- Improve by 38% for New Buildings or 34% for Existing Building Renovations
- Improve by 40% for New Buildings or 36% for Existing Building Renovations
- Improve by 42% for New Buildings or 38% for Existing Building Renovations
- Improve by 44% for New Buildings or 40% for Existing Building Renovations
- Improve by 46% for New Buildings or 42% for Existing Building Renovations
- Improve by 48%+ for New Buildings or 44%+ for Existing Building Renovations

On-Site Renewable Energy

- 1% Renewable Energy
- 3% Renewable Energy
- 5% Renewable Energy
- 7% Renewable Energy
- 9% Renewable Energy
- 11% Renewable Energy
- 13% Renewable Energy

Enhanced Commissioning

- Enhanced Refrigerant Management
- Measurement and Verification
- Green Power

Credit 2

Credit 3

Credit 4

Credit 5

Credit 6

1 to 7

1

2

3

4

5

6

7

2

1

2

2
### LEED 2009 for Schools New Construction and Major Renovations
#### Project Scorecard

**Project Name:** Holabird Elementary/Middle School for Baltimore City Public Schools  
**Project Address:** 1500 Imla Street, Baltimore, MD 21224

### MATERIALS & RESOURCES

<table>
<thead>
<tr>
<th>Prereq</th>
<th>Credit 1.1</th>
<th>Storage and Collection of Recyclables</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.1</td>
<td>Building Reuse - Maintain Existing Walls, Floors and Roof</td>
<td>1 to 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reuse 75%</td>
<td>1</td>
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<tr>
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<td>Reuse 95%</td>
<td>2</td>
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<tr>
<td></td>
<td>1.2</td>
<td>Building Reuse - Maintain Interior Non-Structural Elements</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>Construction Waste Management</td>
<td>1 to 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50% Recycled or Salvaged</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>75% Recycled or Salvaged</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>Materials Reuse</td>
<td>1 to 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5% Reuse</td>
<td>1</td>
</tr>
<tr>
<td></td>
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<td>10% Reuse</td>
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<td>4</td>
<td>Recycled Content</td>
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<td></td>
<td>10% of Content</td>
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<tr>
<td></td>
<td></td>
<td>20% of Content</td>
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<td>Regional Materials</td>
<td>1 to 2</td>
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<tr>
<td></td>
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<td>10% of Materials</td>
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<tr>
<td></td>
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<td>20% of Materials</td>
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<td>6</td>
<td>Rapidly Renewable Materials</td>
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<td>Certified Wood</td>
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### INDOOR ENVIRONMENTAL QUALITY

<table>
<thead>
<tr>
<th>Prereq</th>
<th>Credit 1</th>
<th>Minimum Indoor Air Quality Performance</th>
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<tbody>
<tr>
<td></td>
<td>1</td>
<td>Environmental Tobacco Smoke (ETS) Control</td>
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<tr>
<td></td>
<td>2</td>
<td>Minimum Acoustical Performance</td>
<td>Required</td>
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<tr>
<td></td>
<td>3</td>
<td>Outdoor Air Delivery Monitoring</td>
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<tr>
<td></td>
<td>1</td>
<td>Increased Ventilation</td>
<td>1</td>
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<tr>
<td></td>
<td>2</td>
<td>Construction Indoor Air Quality Management Plan - During Construction</td>
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<tr>
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<td>3.1</td>
<td>Construction Indoor Air Quality Management Plan - Before Occupancy</td>
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<td>4</td>
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<td>8.1</td>
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**INNOVATION IN DESIGN**

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<tbody>
<tr>
<td>1</td>
<td>Innovation in Design</td>
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<tr>
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<td>Exemplary Performance CWM</td>
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<td>Exemplary Performance - TBD</td>
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<td></td>
<td>Innovation - Low Mercury Purchasing Policy</td>
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<tr>
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<td>School as a Teaching Tool</td>
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**REGIONAL PRIORITY**

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<tr>
<td>1</td>
<td>Regional Priority</td>
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<td>SSsc6.1 Quantity</td>
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<td>EAc1 Optimize Energy 40% New</td>
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<tr>
<td></td>
<td>MRe1.1 Building Reuse or SSsc5.1 Protect or Restore or WEc2 Innovative Water</td>
<td>1</td>
</tr>
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</table>

**PROJECT TOTALS (Certification Estimates)**

Certified: 40-49 points  | Silver: 50-59 points  | Gold: 60-79 points  | Platinum: 80+ points

Total Points: 110
AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect/Engineer’s client identified as the Owner:
(Name, legal status, address and other information)

The Board of School Commissioners for Baltimore City Public Schools (City Schools) and
Mayor and City Council of Baltimore
200 E. North Avenue
Baltimore, Maryland 21202
Telephone Number: (410) 396-8670
Fax Number: (410) 539-2416

Project Manager:
200 E. North Avenue, Room 407-A
Baltimore, Maryland 21202
Telephone Number:
Fax Number:
Mobile Number:
Email:

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

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

The Owner and Architect/Engineer agree as follows.
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT/ENGINEER'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information: As noted in Article 13, Section 13.2.

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect/Engineer's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined during the Design Development Phase by mutual agreement between the Architect/Engineer and the Owner.

.2 Substantial Completion date:
To be determined during the Design Development Phase by mutual agreement between the Architect/Engineer and the Owner.

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

ARTICLE 2 ARCHITECT/ENGINEER'S RESPONSIBILITIES

§ 2.1 The Architect/Engineer shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect/Engineer shall perform its services consistent with the professional skill and care ordinarily provided by architects/engineers practicing in the same or similar locality under the same or similar circumstances. The Architect/Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

1. Employment: Within one (1) year following separation from the Board or City Schools, a former employee, official or Board member may not assist or represent Consultant other than the Board or City Schools for compensation in any case, controversy, dispute, contract or other specific matter involving the Board or City Schools if that case, controversy, dispute, contract or other specific matter is one in which the former employee, official or Board member significantly participated as an employee, official or Board member of the Board or City Schools. Failure to adhere to or comply with this requirement constitutes a material breach in which the Board reserves the right to impose sanctions, up to and including suspension of this Agreement, withholding of payment, rescission or termination of this Agreement.

2. Criminal Background Check: It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. The fee for the background check shall be paid by the Consultant by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

3. Employment of Sex Offenders: The Consultant shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.
§ 2.5 The Architect/Engineer shall maintain the following insurance for the duration of this Agreement.

The ARCHITECT/ENGINEER shall indemnify, defend, and hold harmless the
BOARD and the City, their elected/appointed officials, employees and agents from
any and all claims, demands, suits, and actions, including attorney’s fees and court costs,
connected therewith, brought against the BOARD and the City, their elected/appointed
officials, employees, and agents arising as a result of any direct or indirect, willful or
negligent act or omission of the ARCHITECT/ENGINEER, its employees and agents,
EXCEPT for activities caused by the sole negligent act or omission of the BOARD and the
City, their elected/appointed officials, employees and agents, arising out of this
Agreement.

The ARCHITECT/ENGINEER shall procure and maintain during the life of this
Agreement the following required insurance coverage:

.1 General Liability

Commercial General Liability Insurance at limits of not less than One Million Dollars
($1,000,000.00) per occurrence for claims arising out of bodily injuries or death, and
property damages. With those policies with aggregate limits, a minimum limit of
Three Million Dollars ($3,000,000.00) is required. Such insurance shall include
contractual liability insurance.

.2 Automobile Liability

Business Automobile Liability at limits of not less than One Million Dollars
($1,000,000.00) per occurrence for all claims arising out of bodily injuries or death,
and property damages. The insurance shall apply to any owned, non-owned, leased, or
hired automobiles used in the performance of this Agreement.

.3 Workers’ Compensation

Workers’ Compensation coverage as required by the State of Maryland, as well as any
similar coverage required for this work by applicable Federal or "Other States" State
Law.

.4 Professional Liability

Professional Liability, Errors, and Omissions Insurance at a limit of not less than Two
Million Dollars ($2,000,000.00) shall be provided. "Professional Services" for the
purpose of this Agreement shall mean any services provided by a licensed Architectural or Engineering Services professional.

The BOARD and the City, their elected/appointed officials, employees, and agents shall be covered, by endorsement, when applicable, as additional insured with respect to liability arising out of activities performed by or on behalf of the ARCHITECT/ENGINEER in connection with this Agreement. To the extent of the ARCHITECT/ENGINEER’S negligence, the ARCHITECT/ENGINEER’S insurance coverage shall be primary insurance with respect to the BOARD and the City, their elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the BOARD and the City, their elected/appointed officials, employees and agents shall not contribute with the ARCHITECT/ENGINEER’S insurance or benefit the ARCHITECT/ENGINEER in any way. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 2.5. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

Insurance is to be placed with insurers with a Best’s rating of no less than A:VII, or, if not rated with Best’s, with minimum surplus of the equivalent of Best’s surplus size VII and must be licensed/approved to do business in the State of Maryland.

The ARCHITECT/ENGINEER shall furnish the BOARD and the City a "Certificate of Insurance" with a copy of the additional insured endorsement, when applicable, as verification that coverage is in force. The BOARD and the City reserve the right to require complete copies of insurance policies at any time.

ARTICLE 3  SCOPE OF ARCHITECT/ENGINEER’S BASIC SERVICES
§ 3.1 The Architect/Engineer’s Basic Services consist of those described in Article 3 and or Exhibit A, and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 and or Exhibit A are Additional Services.

§ 3.1.1 The Architect/Engineer shall manage the Architect/Engineer’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
§ 3.1.2 The Architect/Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect/Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect/Engineer shall provide prompt written notice to the Owner if the Architect/Engineer becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect/Engineer shall submit for the Owner's approval a schedule for the performance of the Architect/Engineer's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect/Engineer or Owner. With the Owner's approval, the Architect/Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect/Engineer shall not be responsible for an Owner's directive or substitution made without the Architect/Engineer's approval.

§ 3.1.5 The Architect/Engineer shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect/Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect/Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect/Engineer shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect/Engineer's services.

§ 3.2.2 The Architect/Engineer shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect/Engineer shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect/Engineer shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect/Engineer shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect/Engineer shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect/Engineer shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect/Engineer shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.
§ 3.2.5.2 The Architect/Engineer shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect/Engineer shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect/Engineer shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES
§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect/Engineer shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect/Engineer shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect/Engineer shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES
§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect/Engineer shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect/Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect/Engineer shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect/Engineer shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect/Engineer shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect/Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect/Engineer shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect/Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES
§ 3.5.1 GENERAL
The Architect/Engineer shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect/Engineer shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.
§ 3.5.2 COMPETITIVE BIDDING
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect/Engineer shall assist the Owner in bidding the Project by
   .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
   .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of
     the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits,
     if any, received from and returned to prospective bidders;
   .3 organizing and conducting a pre-bid conference for prospective bidders;
   .4 preparing responses to questions from prospective bidders and providing clarifications and
     interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
   .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing
     the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect/Engineer shall consider requests for substitutions, if the Bidding Documents permit
substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS
§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect/Engineer shall assist the Owner in obtaining proposals by
   .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and
     requesting their return upon completion of the negotiation process;
   .2 organizing and participating in selection interviews with prospective contractors; and
   .3 participating in negotiations with prospective contractors, and subsequently preparing a summary
     report of the negotiations results, as directed by the Owner.

§ 3.5.3.3 The Architect/Engineer shall consider requests for substitutions, if the Proposal Documents permit
substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective
contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES
§ 3.6.1 GENERAL
§ 3.6.1.1 The Architect/Engineer shall provide administration of the Contract between the Owner and the Contractor
as set forth below and in AIA Document A201\textsuperscript{TM}–2007, General Conditions of the Contract for Construction. If the
Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the
Architect/Engineer’s services under this Agreement unless the Owner and the Architect/Engineer amend this
Agreement.

§ 3.6.1.2 The Architect/Engineer shall advise and consult with the Owner during the Construction Phase Services. The
Architect/Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.
The Architect/Engineer shall not have control over, charge of, or responsibility for the construction means, methods,
techniques, sequences or procedures, or for safety precautions or programs in connection with the Work, nor shall
the Architect/Engineer be responsible for the Contractor’s failure to perform the Work in accordance with the
requirements of the Contract Documents. The Architect/Engineer shall be responsible for the Architect/Engineer’s
negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or
omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect/Engineer’s responsibility to provide Construction Phase Services
commences with the award of the Contract for Construction and terminates on the date the Architect/Engineer issues
the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK
§ 3.6.2.1 The Architect/Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise
required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work
completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the
Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect/Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect/Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect/Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable, the Architect/Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect/Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect/Engineer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect/Engineer’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect/Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect/Engineer shall endeavor to secure a fair and equitable result by both Owner and Contractor, and shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect/Engineer’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201—2007, the Architect/Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR
§ 3.6.3.1 The Architect/Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect/Engineer’s certification for payment shall constitute a representation to the Owner, based on the Architect/Engineer’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect/Engineer’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests, and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect/Engineer.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect/Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect/Engineer shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS
§ 3.6.4.1 The Architect/Engineer shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval. The Architect/Engineer’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect/Engineer’s professional judgment to permit adequate review.
§ 3.6.4.2 In accordance with the Architect/Engineer-approved submittal schedule, the Architect/Engineer shall review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect/Engineer’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures. The Architect/Engineer’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect/Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Architect/Engineer shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that meet such professional’s seal and signature when submitted to the Architect/Engineer. The Architect/Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect/Engineer shall review and respond to requests for information about the Contract Documents. The Architect/Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect/Engineer’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect/Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect/Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect/Engineer may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect/Engineer shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect/Engineer shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect/Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect/Engineer’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect/Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect/Engineer shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainerage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect/Engineer shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES
§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect/Engineer shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect/Engineer as provided in Section 11.2.

<table>
<thead>
<tr>
<th>Additional Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</th>
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<tbody>
<tr>
<td>§ 4.1.1 Programming (B202™-2009)</td>
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<td>§ 4.1.5 Site Evaluation and Planning (B203™-2007)</td>
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<td>§ 4.1.6 Building Information Modeling (E202™-2008)</td>
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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect/Engineer’s responsibility, if not further described in an exhibit attached to this document.

See Exhibit A for description of required services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect/Engineer, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect/Engineer to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.
§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect/Engineer shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect/Engineer shall not proceed to provide the following services until the Architect/Engineer receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

2. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

3. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

4. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect/Engineer is party thereto;

5. Evaluation of the qualifications of bidders or persons proposing proposals;

6. Consultation concerning replacement of Work resulting from fire or other cause during construction; or

7. Assistance to the Initial Decision Maker, if other than the Architect/Engineer.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect/Engineer shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect/Engineer, and the Owner shall have no further obligation to compensate the Architect/Engineer for those services:

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect/Engineer, if any;

2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

4. Evaluating an extensive number of Claims as the Initial Decision Maker;

5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.3.3 The Architect/Engineer shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect/Engineer shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

2. Biweekly visits to the site by the Architect/Engineer over the duration of the Project during construction

3. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

4. Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within two years beyond completion of construction and commissioning of project through no fault of the Architect/Engineer, extension of the Architect/Engineer's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget
for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies
related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the
Work, the Owner shall notify the Architect/Engineer. The Owner and the Architect/Engineer shall thereafter agree to a
corresponding change in the Project’s scope and quality.

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

(Paragraphs deleted)

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the
Architect/Engineer. Upon the Architect/Engineer’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 in this Agreement, or authorize the Architect/Engineer to furnish them as an Additional
Service, when the Architect/Engineer requests such services and demonstrates that they are reasonably required by the
scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as
appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as
structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 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.

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially
authorized, the Owner shall endeavor to communicate with the Contractor and the Architect/Engineer’s consultants
through the Architect/Engineer about matters arising out of or relating to the Contract Documents. The Owner shall
promptly notify the Architect/Engineer of any direct communications that may affect the Architect/Engineer’s
services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect/Engineer’s duties and
responsibilities set forth in the Contract for Construction with the Architect/Engineer’s services set forth in this
Agreement. The Owner shall provide the Architect/Engineer a copy of the executed agreement between the Owner
and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect/Engineer access to the Project site prior to commencement of the Work
and shall obligate the Contractor to provide the Architect/Engineer access to the Work wherever it is in preparation or
progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all
elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs,
overhead and profit. The Cost of the Work does not include the compensation of the Architect/Engineer, the costs of
the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of
the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout
the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, the

Init.

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User Notes:
preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect/Engineer, represent the Architect/Engineer’s judgment as a design professional. It is recognized, however, that neither the Architect/Engineer 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/Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect/Engineer.

§ 6.3 In preparing estimates of the Cost of Work, the Architect/Engineer shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget for the Cost of the Work. The Architect/Engineer’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 120 days after the Architect/Engineer submits the Construction Documents to the Owner, through no fault of the Architect/Engineer, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect/Engineer’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect/Engineer shall make appropriate recommendations to the Owner to adjust the Project’s size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect/Engineer in making such adjustments.

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:
1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect/Engineer, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect/Engineer, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect/Engineer’s modification of the Construction Documents shall be the limit of the Architect/Engineer’s responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect/Engineer’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 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/Engineer and the Architect/Engineer’s consultants.

§ 7.3 Upon execution of this Agreement, the Architect/Engineer grants to the Owner a nonexclusive license to use the Architect/Engineer’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect/Engineer shall obtain similar nonexclusive licenses from the Architect/Engineer’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment initiators.
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/Engineer rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect/Engineer and Architect/Engineer’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/Engineer 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 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, 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/Engineer. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect/Engineer and the Architect/Engineer’s consultants.

ARTICLE 8 CLAIMS AND DISPUTES

All questions involving interpretation of the Agreement, which cannot be settled by agreement between the ARCHITECT/ENGINEER and the BOARD, shall be referred to the BOARD’S Office of Legal Counsel, whose decision in the matter shall be final.

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect/Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect/Engineer waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect/Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as may have to the proceeds of such insurance as set forth in AIA Document A201—2007, General Conditions of the Contract for Construction. The Owner or the Architect/Engineer, 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.

§ 8.1.3 The Architect/Engineer 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 9.7.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

§ 9.4 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.

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

§ 9.6 In the event of termination not the fault of the Architect/Engineer, the Architect/Engineer shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect/Engineer’s services and include expenses directly attributable to termination for which the Architect/Engineer is not otherwise compensated, plus an amount for the Architect/Engineer’s anticipated profit on the value of the services not performed by the Architect/Engineer.

§ 9.8 The Owner’s rights to use the Architect/Engineer’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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

§ 10.3 The Owner and Architect/Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect/Engineer 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.

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect/Engineer.
§ 10.6 Unless otherwise required in this Agreement, the Architect/Engineer 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.

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

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

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect/Engineer's Basic Services described under Article 3, the Owner shall compensate the Architect/Engineer as follows:
(Insert amount of, or basis for, compensation.)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect/Engineer as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)
Lump sum or hourly based on previously submitted rate schedule.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect/Engineer as follows:
(Insert amount of, or basis for, compensation.)
Lump sum or hourly based on previously submitted rate schedule.

§ 11.4 Compensation for Additional Services of the Architect/Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect/Engineer plus Ten percent percent (10%).

§ 11.5 The compensation for each phase of services shall be as follows:

<table>
<thead>
<tr>
<th>Schematic Design Phase/Plan</th>
<th>percent (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Development Phase</td>
<td>percent (%)</td>
</tr>
<tr>
<td>Construction Documents</td>
<td>percent (%)</td>
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<tr>
<td>Phase</td>
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<td>Bidding or Negotiation Phase</td>
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<tr>
<td>Construction Phase</td>
<td>percent (%)</td>
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<tr>
<td>Post Construction</td>
<td></td>
</tr>
<tr>
<td>Total Basic Compensation</td>
<td>one hundred percent (%) 100</td>
</tr>
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</table>

(Paragraph deleted)
§ 11.7 The hourly billing rates for services of the Architect/Engineer and the Architect/Engineer’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the
(Paragraphs deleted)
Architect/Engineer’s and Architect/Engineer’s consultants’ normal review practices.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect/Engineer and the Architect/Engineer’s consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect/Engineer’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/Engineer’s consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the maximum compensation shall be fixed at Dollars and Zero Cents ($0,000.00) inclusive of all the expenses incurred by the Architect/Engineer and the Architect/Engineer’s consultants.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT’S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect/Engineer for its convenience under Section 9.5, or the Architect/Engineer terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect/Engineer’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT/ENGINEER

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect/Engineer’s invoice. Amounts unpaid Sixty (60) 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/Engineer.

(Insert rate of monthly or annual interest agreed upon.) 0.00% per annum

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect/Engineer 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/Engineer.

§ 13.2 This Agreement is comprised of the following documents listed below:
1. AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect/Engineer
   (Paragraphs deleted)

3. Other documents:
   (List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

The Board of School Commissioners for
Baltimore City Public Schools (City Schools)

OWNER

(Signature)
Gregory E. Thornton, Ed.D.
(Printed name and title)

ARCHITECT/ENGINEER

(Signature)
, Principal
(Printed name and title)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS ___ DAY OF ___, 2015.

Office of Legal Counsel
Baltimore City Public Schools (City Schools)

APPROVAL OF THE DIRECTOR OF MATERIALS MANAGEMENT
Additions and Deletions Report for
AIA® Document B101™ – 2007

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:42:56 on 06/08/2015.

PAGE 1

BETWEEN the Architect's Architect/Engineer's client identified as the Owner:

...

The Board of School Commissioners for Baltimore City Public Schools (City Schools) and Mayor and City Council of Baltimore
200 E. North Avenue
Baltimore, Maryland 21202
Telephone Number: (410) 396-8670
Fax Number: (410) 339-2416

Project Manager: 
and the Architect: 200 E. North Avenue, Room 407-A
Baltimore, Maryland 21202
Telephone Number: 
Fax Number: 
Mobile Number: 
Email: 

and the Architect/Engineer:

...

The Owner and Architect/Architect/Engineer agree as follows.

PAGE 2

2 ARCHITECT’S ARCHITECT/ENGINEER’S RESPONSIBILITIES

3 SCOPE OF ARCHITECT’S ARCHITECT/ENGINEER’S BASIC SERVICES

...

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A. Initial Information: As not in Article 13, Section 13.2.
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project’s site and program, Owner’s contractors and consultants, Architect/Engineer’s consultants, Owner’s budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

...
To be determined during the Design Development Phase by mutual agreement between the Architect/Engineer and the Owner.

.2 Substantial Completion date:

To be determined during the Design Development Phase by mutual agreement between the Architect/Engineer and the Owner.

PAGE 3

§ 1.3 The Owner and Architect/Engineer may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect/Engineer shall appropriately adjust the schedule, the Architect/Engineer’s services and the Architect/Engineer’s compensation.

ARTICLE 2—ARCHITECT’S RESPONSIBILITIES

ARTICLE 2.1 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect/Engineer shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect/Engineer shall perform its services consistent with the professional skill and care ordinarily provided by architects/architects/engineers practicing in the same or similar locality under the same or similar circumstances. The Architect/Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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

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

1. Employment: Within one (1) year following separation from the Board or City Schools, a former employee, official or Board member may not assist or represent Consultant other than the Board or City Schools for compensation in any case, controversy, dispute, contract or other specific matter involving the Board or City Schools if that case, controversy, dispute, contract or other specific matter is one in which the former employee, official or Board member significantly participated as an employee, official or Board member of the Board or City Schools. Failure to adhere to or comply with this requirement constitutes a material breach in which the Board reserves the right to impose sanctions, up to and including suspension of this Agreement, withholding of payment, rescission or termination of this Agreement.

2. Criminal Background Check: It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI of the Family Law Article of the Maryland Code. The fee for the background check shall be paid by the Consultant by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

3. Employment of Sex Offenders: The Consultant shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not

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User Notes:
knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

§ 2.5 The Architect/Engineer shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

The ARCHITECT/ENGINEER shall indemnify, defend, and hold harmless the BOARD and the City, their elected/appointed officials, employees and agents from any and all claims, demands, suits, and actions, including attorney’s fees and court costs, connected therewith, brought against the BOARD and the City, their elected/appointed officials, employees, and agents arising as a result of any direct or indirect, willful or negligent act or omission of the ARCHITECT/ENGINEER, its employees and agents, EXCEPT for activities caused by the sole negligent act or omission of the BOARD and the City, their elected/appointed officials, employees and agents arising out of this Agreement.

(Identify types and limits of insurance coverage and other insurance requirements applicable to the Agreement, if any.) The ARCHITECT/ENGINEER shall procure and maintain during the life of this Agreement, the following required insurance coverage:

Commercial General Liability Insurance at limits of not less than One Million Dollars ($1,000,000.00) per occurrence for claims arising out of bodily injuries or death, and property damages. With those policies with aggregate limits, a minimum limit of Three Million Dollars ($3,000,000.00) is required. Such insurance shall include contractual liability insurance.

Business Automobile Liability at limits of not less than One Million Dollars ($1,000,000.00) per occurrence for all claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.
Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

Professional Liability, Errors, and Omissions Insurance at a limit of not less than Two Million Dollars ($2,000,000.00) shall be provided. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed Architectural or Engineering Services professional.

The BOARD and the City, their elected/appointed officials, employees, and agents shall be covered, by endorsement, when applicable, as additional insured with respect to liability arising out of activities performed by or on behalf of the ARCHITECT/ENGINEER in connection with this Agreement. To the extent of the ARCHITECT/ENGINEER'S negligence, the ARCHITECT/ENGINEER'S insurance coverage shall be primary insurance with respect to the BOARD and the City, their elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the BOARD and the City, their elected/appointed officials, employees and agents shall not contribute with the ARCHITECT/ENGINEER'S insurance or benefit the ARCHITECT/ENGINEER in any way. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 2.5. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Best's surplus size VII and must be licensed/approved to do business in the State of Maryland.

The ARCHITECT/ENGINEER shall furnish the BOARD and the City a "Certificate of Insurance" with a copy of the additional insured endorsement, when applicable, as verification that coverage is in force. The BOARD and the City reserve the right to require complete copies of insurance policies at any time.
ARTICLE 3  SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Architect/Engineer's Basic Services consist of those described in Article 3 and or Exhibit A, and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 and or Exhibit A are Additional Services.

§ 3.1.1 The Architect/Engineer shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect/Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect/Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect/Engineer shall provide prompt written notice to the Owner if the Architect/Engineer becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect/Engineer shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule shall initially include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for both time required for the Owner's审查, the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect/Engineer or Owner. With the Owner's approval, the Architect/Engineer shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect/Engineer shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect/Engineer shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect/Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect/Engineer shall assist the Owner in connection with the Owner's responsibilities for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

ARTICLE 6

§ 6.2.1 The Architect/Engineer shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 6.2.2 The Architect/Engineer shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect/Engineer shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 6.2.3 The Architect/Engineer shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect/Engineer shall reach an understanding with the Owner regarding the requirements of the Project.
§ 3.2.4 Based on the Project’s requirements agreed upon with the Owner, the Architect/Engineer shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect/Engineer shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect/Engineer shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect/Engineer shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect/Engineer shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect/Engineer shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

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§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect/Engineer shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect/Engineer shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect/Engineer shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

...
and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect-Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect-Engineer shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect-Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

... The Architect-Engineer shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect-Engineer shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.5.2.2 The Architect-Engineer shall assist the Owner in bidding the Project by

...

§ 3.5.2.3 The Architect-Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

...

§ 3.5.3.2 The Architect-Engineer shall assist the Owner in obtaining proposals by

...

§ 3.5.3.3 The Architect-Engineer shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.1.1 The Architect-Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™, 2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect-Engineer’s services under this Agreement unless the Owner and the Architect-Engineer amend this Agreement.

§ 3.6.1.2 The Architect-Engineer shall advise and consult with the Owner during the Construction Phase Services. The Architect-Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect-Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect-Engineer be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect-Engineer shall be responsible for the Architect-Engineer’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
§ 3.6.1.3 Subject to Section 4.3, the Architect's/Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect/Engineer issues the final Certificate for Payment.

§ 3.6.2.1 The Architect/Engineer shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect/Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect/Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect/Engineer has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable, the Architect/Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect/Engineer nor a decision made in good faith, either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect/Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect/Engineer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect/Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect/Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect/Engineer shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect/Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect/Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3.1 The Architect/Engineer shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect/Engineer's certification for payment shall constitute a representation to the Owner, based on the Architect/Engineer's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect/Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect/Engineer.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect/Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to
payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect/Engineer shall maintain a record of the Applications and Certificates for Payment.

... 

§ 3.6.4.1 The Architect/Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect/Engineer's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Architect/Engineer-approved submittal schedule, the Architect/Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect/Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Architect/Engineer shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect/Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect/Engineer shall review and respond to requests for information about the Contract Documents. The Architect/Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect/Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect/Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect/Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 3.6.5.1 The Architect/Engineer may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect/Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect/Engineer shall maintain records relative to changes in the Work.

...
§ 3.6.6.1 The Architect/Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s/Engineer’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect/Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect/Engineer shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect/Engineer shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect/Engineer shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect/Engineer as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

...

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s/Engineer’s responsibility, if not further described in an exhibit attached to this document.

See Exhibit A for description of required services.

...

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect/Engineer, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect/Engineer to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect/Engineer shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect/Engineer shall not proceed to provide the following services until the Architect/Engineer receives the Owner’s written authorization:

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2. Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

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User Notes:
§ 4.3.2 To avoid delay in the Construction Phase, the Architect/Engineer shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect/Engineer, and the Owner shall have no further obligation to compensate the Architect/Engineer for those services:

1. Reviewing a Contractor’s submittal out of sequence from the submittal schedule agreed to by the Architect/Engineer, if any;

5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

6. To the extent the Architect’s Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier therefrom.

§ 4.3.3 The Architect/Engineer shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect/Engineer shall notify the Owner:

1. Two reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
2. Biweekly visits to the site by the Architect/Engineer over the duration of the Project during construction
3. Inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. Inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond completion of construction and commissioning of project through no fault of the Architect/Engineer, extension of the Architect/Engineer’s services beyond that time shall be compensated as Additional Services.

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect/Engineer, the Owner shall furnish the requested information as necessary and relevant for the Architect/Engineer to evaluate, give notice of or enforce lien rights.
§ 5.2 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect/Engineer. The Owner and the Architect/Engineer shall thereafter agree to a corresponding change in the Project's scope and quality.

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil-bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect/Engineer. Upon the Architect/Engineer’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 in this Agreement, or authorize the Architect/Engineer to furnish them as an Additional Service, when the Architect/Engineer requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect/Engineer’s consultants through the Architect/Engineer about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect/Engineer of any direct communications that may affect the Architect/Engineer's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect/Engineer’s duties and responsibilities set forth in the Contract for Construction with the Architect/Engineer’s services set forth in this Agreement. The Owner shall provide the Architect/Engineer a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect/Engineer access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect/Engineer access to the Work wherever it is in preparation or progress.
§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, Architect/Engineer, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, Architect/Engineer, represent the Architect’s judgment as a design professional. It is recognized, however, that neither the Architect, Architect/Engineer 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, Architect/Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect, Architect/Engineer.

§ 6.3 In preparing estimates of the Cost of Work, the Architect, Architect/Engineer shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget for the Cost of the Work. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90-120 days after the Architect, Architect/Engineer submits the Construction Documents to the Owner, through no fault of the Architect, Architect/Engineer, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect’s, Architect/Engineer’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect, Architect/Engineer shall make appropriate recommendations to the Owner to adjust the Project’s size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect, Architect/Engineer in making such adjustments.

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... 

4 in consultation with the Architect, Architect/Engineer, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, Architect/Engineer, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect’s modification of the Construction Documents shall be the limit of the Architect’s, Architect/Engineer’s responsibility under this Article 6.

...

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

§ 7.3 Upon execution of this Agreement, the Architect-Engineer grants to the Owner a nonexclusive license to use the Architect-Engineer’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect-Engineer shall obtain similar nonexclusive licenses from the Architect-Engineer’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect-Engineer rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect-Engineer’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-Engineer 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 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, 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-Engineer. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect-Engineer and the Architect’s consultants.

All questions involving interpretation of the Agreement, which cannot be settled by agreement between the ARCHITECT/ENGINEER and the BOARD, shall be referred to the BOARD’S OFFICE OF LEGAL COUNSEL, whose decision in the matter shall be final.

§ 8.1.1 The Owner and Architect-Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect-Engineer waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect-Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect-Engineer, 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.

§ 8.1.3 The Architect-Engineer 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 9.7.
§ 8.2 MEDIATION
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or binding dispute resolution.

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

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Choose the appropriate box: If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement
[ ] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

§ 8.3 ARBITRATION
§ 8.3.1 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.

§ 8.3.2 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.

§ 8.3.3 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.

§ 8.3.4 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.
§ 8.3.4 CONSOLIDATION OR JOINER
§ 8.3.4.1 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).

§ 8.3.4.2 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.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect/Engineer shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect/Engineer's services and include expenses directly attributable to termination for which the Architect/Engineer is not otherwise compensated, plus an amount for the Architect/Engineer's anticipated profit on the value of the services not performed by the Architect/Engineer.

§ 9.8 The Owner's rights to use the Architect/Engineer's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.
§ 10.3 The Owner and Architect/Engineer, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect/Engineer 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.

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect/Engineer 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.

§ 10.7 The Architect/Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Architect/Engineer’s promotional and professional materials. The Architect/Engineer shall be given reasonable access to the completed Project to make such representations. However, the Architect/Engineer’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect/Engineer in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect/Engineer in the Owner’s promotional materials for the Project.

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

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§ 11.1 For the Architect/Engineer’s Basic Services described under Article 3, the Owner shall compensate the Architect/Engineer as follows:

...  

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect/Engineer as follows:

...

Lump sum or hourly based on previously submitted rate schedule.

...

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect/Engineer as follows:

...
Lump sum or hourly based on previously submitted rate schedule.

§ 11.4 Compensation for Additional Services of the Architect's Architect/Engineer's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (—%), or as otherwise stated below:

Architect/Engineer plus Ten percent percent (10 %).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase/Phase/Plan percent (%)

Post Construction

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect/Architect/Engineer and the Architect's Architect/Engineer's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect/Engineer's and Architect/Engineer's consultants' normal review practices.

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate</th>
</tr>
</thead>
</table>

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§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect/Architect/Engineer and the Architect's Architect/Engineer's consultants directly related to the Project, as follows:

... 8 Architect's Architect/Engineer'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 Architect/Engineer's consultants;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred. Maximum compensation shall be fixed at Dollars and Zero Cents ($ 0.000.00) inclusive of all the expenses incurred by the Architect/Engineer and the Architect/Engineer's consultants.

Additions and Deletions Report for AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:42:56 on 06/08/2015 under Order No. 626926492817_1 which expires on 09/08/2015, and is not for resale.

User Notes:

(894924130)
If the Owner terminates the Architect/Engineer for its convenience under Section 9.5, or the Architect/Engineer terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect/Engineer’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

$11.10 PAYMENTS TO THE ARCHITECT/ENGINEER
§ 11.10.1 An initial payment of ($—$0.00) 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect/Engineer’s invoice. Amounts unpaid (—) Sixty (60) 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/Engineer.

...%

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

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§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect/Engineer 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/Engineer.

... AIA Document B101™—2007, Standard Form Agreement Between Owner and Architect
... AIA Document E201™—2007, Digital Data Protocol Exhibit, if completed, or the following: Architect/Engineer

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

The Board of School Commissioners for
Baltimore City Public Schools (City Schools)

OWNER

ARCHITECT/ENGINEER

Gregory E. Thornton, Ed.D., Principal
APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS ___ DAY OF ________, 2015.

APPROVAL OF THE DIRECTOR OF MATERIALS MANAGEMENT

Office of Legal Counsel

Baltimore City Public Schools (City Schools)
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Lemmel A. Mosley, 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 11:42:56 on 06/08/2015 under Order No. 6826492817_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, 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)
THE OWNER:
(Name, legal status and address)

The Board of School Commissioners for Baltimore City Public Schools (City Schools) and Mayor and City Council of Baltimore
200 E. North Avenue
Baltimore, Maryland 21202
Telephone Number: (410) 396-8670
Fax Number: (410) 539-2416

Project Manager:
200 E. North Avenue, Room 407-A
Baltimore, Maryland 21202
Telephone Number:
Fax Number:
Mobile Number:
Email:

THE ARCHITECT/ENGINEER:
(Name, legal status and address)

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION
§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)
§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item breakdown.)

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM
§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Gregory E. Thornton, Ed.D.
200 E. North Avenue, Room: 407-A
Baltimore, Maryland 21202

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect/Engineer's submittals to the Owner are as follows:
(List name, address and other information.)

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect/Engineer identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Mr. Test

§ A.2.5 The Architect/Engineer will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
§ A.2.5.1 Consultants retained under Basic Services:
.1 Structural Engineer

.2 Mechanical Engineer

.3 Electrical Engineer

.4 Architect

§ A.2.5.2 Consultants retained under Additional Services:

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)
Additions and Deletions Report for
AIA Document B101™ – 2007 Exhibit A

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 11:40:56 on 06/08/2015.

PAGE 1

The Board of School Commissioners for Baltimore City Public Schools (City Schools) and Mayor and City Council of Baltimore
200 E. North Avenue
Baltimore, Maryland 21202
THE ARCHITECT: Telephone Number: (410) 396-8670
Fax Number: (410) 539-2416

Project Manager:
200 E. North Avenue, Room 407-A
Baltimore, Maryland 21202
Telephone Number:
Fax Number:
Mobile Number:
Email:

THE ARCHITECT/ENGINEER:

PAGE 2

Gregory E. Thornton, Ed. D.
200 E. North Avenue, Room: 407-A
Baltimore, Maryland 21202

... § A.2.2 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s
Architect/Engineer’s submittals to the Owner are as follows:

... § A.2.4 The Architect/Engineer identifies the following representative in accordance with Section 2.3:

... Mr. Test

... § A.2.5 The Architect/Engineer will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.

PAGE 3

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User Notes:
ANTICIPATED CONSTRUCTION COST

The anticipated base construction cost for Holabird Elementary/Middle School is $26,500,000.00.

The anticipated base construction cost for Graceland Park/O’Donnell Heights Elementary/Middle School is $29,800,000.00.