

## CITY OF COLLEGE PARK

### CONTRACT

THIS CONTRACT is made by and between the City of College Park (hereinafter referred to as the "City") and \_\_\_\_\_, a corporation located at \_\_\_\_\_ (hereinafter referred to as "Architect").

WHEREAS, the City, for itself and on behalf of the University of Maryland, College Park ("UMD"), seeks the services of an architect to be part of the development team to redevelop a key block in downtown College Park to include a Class-A City Hall and University office building and a prominent public plaza ("Project"); and

WHEREAS, the Architect is willing to provide said services as an architect.

NOW THEREFORE, the parties hereto agree as follows:

#### I. SCOPE OF WORK

The scope of services to be performed by the Architect as architect, who will act as an independent contractor, follows:

**A. SUMMARY** -The Architect will perform the following services. The Architect shall coordinate all work through the City's Project Manager Redgate Real Estate Advisors, LLC (hereinafter referred to as "Project Manager").

##### **1. Programming**

Work with the City Park and UMD to review existing programming work done to date, revise as necessary, and finalize program for both institutions.

##### **2. Planning and Conceptual Design**

- a. Prepare conceptual design options for the site plan and building for review, revision, and approval by the City and UMD.
- b. In concert with the selected civil engineer, prepare conceptual site plan options for review, revision, and approval by the City and UMD.
- c. Design plans shall be prepared in substantial conformance with the 2010 Central US1 Corridor Sector Plan.

##### **3. Entitlements**

- a. The Project shall require preparation of a Detailed Site Plan for Mandatory Referral review by the Maryland-National Capital Park and Planning Commission (M-NCPPC). The Architect shall work with the City, UMD, Project Manager and other team members to provide any materials necessary for meetings, presentations, or submissions to the necessary parties.
- b. Attend all public meetings and/or hearings, and coordinate responses to public comment.

#### **4. Design**

- a. Schematic Design, including both plans and narrative scopes.
- b. Design Development - Generation of floor plans, building elevations, etc.
- c. Energy and water efficiency goals narrative with energy modeling support.
- d. Preparation of Drawings and Specifications for construction to include all architectural, interior design, landscape design, signage, branding, telephone/data/security/AV, structural, mechanical, plumbing, electrical, structural and fire protection work necessary to complete the proposed improvements in accordance with all applicable regulations and requirements.
- e. LEED Checklist and minimum Silver level LEED certification with a goal of LEED gold.

#### **5. Construction Administration**

Construction administration, including review of the construction for conformance with Plans and Specifications, review/approval of shop drawings, RFI's, changes in work, submittals, review and approval of monthly requisitions, preparation of field reports in accordance with owner and building department requirements, preparation with the City of punch lists and other close-out documents, and necessary Project completion certifications, weekly on-site visits for duration of the construction period.

### **B. ARCHITECT'S RESPONSIBILITIES**

1. The Architect shall provide the professional services as set forth in this Contract.
2. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Architect represents that it possesses and will maintain all professional licenses and approvals required by applicable governmental authorities to practice in the jurisdictions in which the Project is located in which the services are rendered. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
3. The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
4. The Architect shall not engage in any activity, or accept any employment, interest or contribution that would compromise the Architect's professional judgment with respect to this Project.
5. The Architect accepts the relationship of trust and confidence (but not as a fiduciary) established between it and the City by this Contract.
6. Throughout the course of the Project, the Architect shall coordinate its activities through the Project Manager and will attend all meetings necessary for the City to obtain all required governmental approvals, building permits and certificates of occupancy. The Architect shall assist the City in obtaining any permits related to the Project, but these permits will be paid for by the City or others. Although the Architect is responsible for its negligence and that of its

Subconsultants, the City acknowledges that the Architect cannot and does not guarantee that all necessary approvals will be obtained. Throughout the Project, the Architect will assist in the submittal of drawings, specifications and other documents, as required, to governmental agencies having jurisdiction over the Project. The Architect will meet with governmental agencies as often as required to obtain necessary permits, licenses, approvals, and use and occupancy permits. Changes that are required to be made to the design documents as a result of their review by governmental authorities or utilities shall be incorporated by the Architect and the Architect's Subconsultants without an increase in the Architect's compensation unless such changes are required after a prior approval of such design by a governmental authority or utility.

7. Throughout the course of the Project, the Architect will review all information provided by the City and the City's consultants, and if the Architect discovers any errors or inadequacies, or if the Architect requires any additional information to perform its services, the Architect will notify the City promptly in writing. Architect acknowledges and confirms that all third-party reports, documents, surveys and any other information whatsoever supplied to Architect by Owner, at any time, are not and shall not be construed to be a representation or warranty made by Owner as to the condition of the property upon which the Project is to be developed (the "Property") or the feasibility of developing the Project, including without limitation all updates of reports, documents, surveys and other information that may be supplied to Architect by Owner. It is Architect's sole responsibility to undertake a thorough independent evaluation of the all materials, inspections, reports, documents, surveys, and other information relating to the Property and the Project. Architect by accepting such materials, inspections, reports, documents, surveys and other information acknowledges that Architect is solely responsible for completing its own due diligence to determine the feasibility of developing the Project on the Property and that Owner has not made any representations or warranties regarding the same.

8. The Architect is knowledgeable of the design standards, codes, rules and regulations applicable in Prince George's County, Maryland, and using the Standard of Care the Architect agrees to comply with such design standards, codes, rules and regulations and the following items (collectively, the "Standards"): applicable building codes, Americans with Disabilities Act ("ADA") rules and regulations, ADA accessibility guidelines, health, sanitary, and environmental codes; other information that the City provides to the Architect in a timely manner; applicable zoning regulations, surveys, special exceptions, proffers, zoning conditions and easements; and any insurance industry standards, surveys, lease and solicitation for offers provisions. In accordance with the Standard of Care, the Architect shall produce a design that conforms to the Standards. In addition, the Architect represents that if there is any conflict between the applicable Standards, the more stringent requirement will control, so long as it satisfies the requirements of applicable law.

9. Throughout the course of the Project, at the end of each phase of services and before proceeding to the next phase, the Architect will make such presentations as deemed necessary by the City, using illustrative sketches, study materials and other graphic materials, as necessary to clearly present the design to the City.

10. Throughout the course of the Project, the Architect will provide and update at the end of each phase of the services (and at other times per the City's request) measurements for gross and usable square feet for the space being designed by the Architect.

11. Upon completion of each design phase, as well as any time upon request by the City, the Architect shall provide the City with copies of all drawings and specifications, which have been updated by the Architect to that point in the Project, in both paper and electronic format.

12. Throughout the course of the Project, in compliance with the Standard of Care the Architect shall coordinate the drawings and specifications for program and code compliance and to minimize conflicts, errors, omissions and ambiguities.

13. Notwithstanding any provision of this Contract to the contrary, before and after the expiration or termination of this Contract, the Architect, without an increase in the Basic Compensation, will provide the design and construction administration services required to correct errors, omissions, inconsistencies, lack of coordination, or similar issues in the Project design or with the other services provided by the Architect and its Subconsultants. This obligation is without prejudice to the City's other rights and remedies under this Contract, at law, or in equity, including the City's ability to collect damages from the Architect due to the negligence of the Architect or a Subconsultant.

14. Throughout the course of the Project, the Architect will provide all design services required by the City for the Project. The Architect shall be compensated for the design services as Basic Services unless designated Additional Services under this Contract.

**C. SCOPE OF ARCHITECT’S BASIC SERVICES**

1. The Architect’s Basic Services consist of those described in Sections B and C and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Scope of Work are Additional Services.

2. The Architect shall manage the Architect’s services, consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the City through its Project Manager.

3. The Architect shall coordinate its services with those services provided by the City and the City’s consultants. The Architect shall provide prompt written notice to the City if the Architect becomes aware of any error, omission or inconsistency in such services. As part of the Architect's Basic Services, the construction documents or designs that are provided by any of the City's consultants shall be included in the Construction Documents prepared by the Architect.

4. As soon as practicable after the date of this Contract, the parties and development team will set a schedule of work. The schedule shall include allowances for periods of time required for the City’s review, for the performance of the City’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the

Architect or City. The parties shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

5. The Architect shall not be responsible for the City's directive or substitution made without the Architect's approval.

6. The Architect shall, at appropriate times, and in consultation with the Project Manager, 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 shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

7. The Architect shall assist in connection with the Project Manager's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### **D. SCHEMATIC DESIGN PHASE SERVICES**

1. The Architect shall review the program and other information furnished by the City, and shall review laws, codes, and regulations applicable to the Architect's services.

2. The Architect shall prepare a preliminary evaluation of the City'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 shall notify the City of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3. The Architect shall present its preliminary evaluation to the City and shall discuss with the City alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the City regarding the requirements of the Project. The Architect understands that the Project must achieve LEED Silver Certification with a goal of LEED Gold.

4. Based on the Project's requirements agreed upon with the City, the Architect shall prepare and present for the City's approval a preliminary design illustrating the scale and relationship of the Project components and adequately representing the design concept to the City's reasonable satisfaction.

5. Based on the City's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the City'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.

6. The Architect shall incorporate 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 City's program, schedule and budget for the Cost of the Work. The Architect understands that the Project must achieve LEED silver in design and construction, with a goal of LEED gold.

7. At a minimum, the Schematic Design Documents will include the following:

- a. An outline specification indicating the major mechanical, electrical, plumbing, structural and architectural components and systems, major material choices, and public finishes. Such specification shall identify relevant assumptions such as watts per square foot, structural loading, and similar assumptions.
- b. A statistical summary of the design area and other characteristics in comparison to the program.
- c. Such other illustrative materials - renderings, models, or drawings - needed to adequately present each design concept.
- d. An indication of which spaces may require special heating, ventilating, air conditioning, electrical and plumbing requirements in the space plan so that engineers may program and provide for them in their drawings, and an indication, on the drawings, of special areas requiring additional reinforcement.
- e. Drawings and other documents illustrating the scale and relationship of Project components.

8. The Architect shall submit to the City an estimate of the Cost of the Work prepared in accordance with Section XXIV(c).

9. The Architect shall submit the Schematic Design Documents to the City, and request the City's approval.

## **E. DESIGN DEVELOPMENT PHASE SERVICES**

1. Based on the City's approval of the Schematic Design Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the City'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, interior design, landscape design, signage, branding, telephone/data/security/AV, mechanical, plumbing, electrical, structural and fire protection work and other particular scopes of work necessary to complete the proposed improvements in accordance with all applicable regulations and requirements 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.

2. The Architect shall update the estimate of the Cost of the Work.

3. The Architect shall submit the Design Development Documents to the City, advise the City of any adjustments to the estimate of the Cost of the Work, and request the City's approval.

4. The Architect will prepare the Design Development Documents which will include all preliminary Drawings, Specifications in outline form, and other documents necessary for the Project which shall include 1/8" = 1 '0" scale dimensioned drawings of at least the following:

- a. floor plans,
- b. wall sections,
- c. key details using a larger scale,
- d. architectural, mechanical, electrical, plumbing, life safety and structural plans, sections, and details with major equipment indicated, general specifications of all systems and materials, and
- e. other preliminary documents necessary in connection with the construction of the Project.

The Architect will inform the City of any material, system or construction tolerances which could affect dimensionally critical areas.

5. The Architect will develop requirements and details of interior walls, partitions, doors, glazing, ceiling, lighting, and general millwork details and shall develop elevations and general construction details, for any interior space designed by the Architect.

## **F. CONSTRUCTION DOCUMENTS PHASE SERVICES**

1. Based on the City's approval of the Design Development Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the City'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 City and Architect acknowledge that in order to construct the Work the Contractor may provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section I(L)(4) but such actions by the Contractor shall not relieve the Architect of its responsibilities under this Contract and the Standard of Care

2. The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3. During the development of the Construction Documents, the Architect shall assist the City 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 City and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect 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, but the Architect shall coordinate its specifications and other materials with the requirements set forth in the City's form of construction contract and with the Project Manager.

4. The Architect shall update the estimate for the Cost of the Work.

5. The Architect will prepare Construction Documents consisting of final construction Drawings, Specifications and other documents necessary for bidding and construction, advise the City of any adjustments to the estimate of the Cost of the Work, take any action required under Section XXIV(e), and request the City's approval. These documents will be complete, coordinated each to the other and detailed to cover all construction work within the Architect's scope, including the items set forth in Sections I(F)(6) and (F)(7).

6. Drawings and Specifications for:

- a. architecture, including final selection of all finishes, floor plans, and reflected ceiling plans,
- b. electrical,
- c. mechanical and plumbing,
- d. heating,
- e. ventilating,
- f. air-conditioning,
- g. fire protection,
- h. reflected ceiling plans and/or Drawings allocating space for mechanical, electrical and plumbing work showing that such work does not conflict with structural or architectural work or locate access panels in non-accessible ceilings,
- i. life safety systems,
- j. mechanical work and infrastructure for telephone/telecommunications/data/security/AV systems, and
- k. equipment installation work reasonably necessary to be performed in order to construct the Project



- l. landscape design
- m. signage
- n. branding
- o. interior design
- p. design for furniture, fixtures and equipment, at the option of the City
- q. work necessary to complete the proposed improvements in accordance with all applicable regulations and requirements

It is specifically understood that the equipment shall be located and dimensioned on the Drawings and that the Drawings shall be in sufficient detail and in compliance with the Specifications (requirements in the Specifications to include coordinated submittals) so as to enable the City to obtain accurate prices for the construction of the Project and to enable contractors to supply the labor, materials and equipment required to construct the Project. The Drawings shall identify construction tolerances in critical areas including building core.

7. The Construction Documents shall also include all design and information necessary to coordinate the Architect's design with suppliers of any City-furnished equipment so such City-furnished equipment can be incorporated into the Project as economically and expeditiously as possible.

8. Throughout the Construction Documents Phase and at no additional cost to the City, the Architect will incorporate revisions and comments from the City, the City's Project Manager into the Construction Documents, including the final Construction Documents, as long as the construction required by such comments may be safely built.

9. The Architect will review Drawings, Specifications and construction cost estimates with the City. Prior to submitting the Construction Documents to the City for review and to contractors for prices, the Architect shall review and check each such final Drawing and Specification for completeness and shall coordinate the content of all Drawings and Specifications to prevent, to the extent required by the Standard of Care, conflicts, errors, omissions, and ambiguities.

10. Except as the City may otherwise direct in writing, the Specifications shall not be prepared to favor a particular product. Where a "brand name or equal" Specification is used, the Specification shall identify at least three (3) acceptable brands, and the use of a "brand name or equal" Specification shall only be for the purpose of describing the standard of quality, performance and characteristics desired and shall not be intended to limit or otherwise restrict competition. In the event the Architect believes a particular "brand name" should be specified as the only acceptable brand, the Architect shall so advise the City and request the City's written consent.

11. The Architect will produce a complete and coordinated set of Construction Documents in accordance with the Standard of Care so that a competent contractor, following generally accepted industry practices, can undertake and complete the Project. To the extent that the Contractor is unable to do so due to errors, omissions and/or ambiguities in the Construction Documents, the Architect will

promptly take the steps necessary (including preparing information in response to requests for information from the Contractor, supplemental instructions and clarifications) to provide sufficient correct information and/or clarify ambiguities to expedite the work and minimize any potential for extended "general conditions" costs and/or delay claims by the Contractor. Such remedial actions on the part of the Architect will be undertaken as a part of Basic Services, but such actions shall not serve to limit the Architect's liability or the City's remedies available under this Contract or under applicable law.

## **G. BIDDING OR NEGOTIATION PHASE SERVICES**

### **1. GENERAL**

The Architect shall assist the Project Manager and City in establishing a list of prospective contractors. Following the City's approval of the Construction Documents, the Architect shall assist the Project Manager 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.

## **H. COMPETITIVE BIDDING**

1. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
2. The Architect shall assist the City in bidding the Project by
  - a. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
  - b. 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
  - c. assist in evaluating the bids, and subsequently documenting and distributing the bidding results, if directed by the Project Manager and City.
3. The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

## **I. NEGOTIATED PROPOSALS**

1. Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
2. The Architect shall assist the City in obtaining proposals by
  - a. procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

- b. participating in selection interviews with prospective contractors; and
- c. participating in negotiations with prospective contractors if requested.

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

## **J. CONSTRUCTION PHASE SERVICES**

### **1. GENERAL**

a. The Architect, in coordination with the Project Manager, shall provide administration of the Contract between the City and the Contractor as set out herein. Conditions that materially affect the Architect's Construction Phase services, when adopted as part of the Contract Documents, shall be subject to the approval by the Architect (which approval shall not be unreasonably withheld).

b. The Architect shall advise and consult with the City and Project Manager during the Construction Phase Services. The Architect agrees that in the performance of its services hereunder it will be acting as an independent contractor and not as the City's agent. The Architect shall have authority to act on behalf of the City only to the extent provided in this Contract. The Architect 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 be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect'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.

c. The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

d. Duties, responsibilities and limitations of authority of the Architect under this Section I(J) shall not be restricted, modified or extended without written agreement of the City and Architect.

e. The Architect will consult with the City, the City's Project Manager, the City's Consultants, the Contractor, manufacturers and vendors to assist in establishing construction and installation schedules.

f. The Architect will furnish reproducible Construction Documents in paper and electronic form to the Contractor at such times as requested by the City. These Construction Documents will be made from the Architect's drawings.

g. The Architect will provide reasonable assistance in the utilization of any equipment or system, such as initial start-up or testing, commissioning, adjusting and balancing, preparation

of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

h. The Architect will provide services in connection with evaluating a reasonable number of substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom after approval by the City, as long as those substitutions do not result in a fundamental change in Project scope.

i. The Architect will provide Construction Phase services as necessary so that the Contractor can complete its duties under the Construction Contract within sixty (60) days after Substantial Completion of the Project.

**K. EVALUATIONS OF THE WORK**

1. The Architect shall visit the site at least twice per month or as otherwise required by the City, to become generally familiar with the progress and quality of the portion of the Work completed, to endeavor to guard the City against defects and deficiencies in the Work, 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. On the basis of the site visits, the Architect, through field observation reports, shall keep the City and Contractor reasonably informed about the progress and quality of the portion of the Work completed, and report to the City (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. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. At least twice per month the Architect will provide field observation reports (using the AIA form, unless otherwise agreed to by the City) to the City and Contractor, which reports will note deviations from the Contract Documents and general progress of the Work, which deviations the Architect knows of, observes, or has reason to believe exists. The Architect will also attend all meetings, at least once every other week and as otherwise reasonably requested by the City, throughout construction of the Project. The Architect's Subconsultants shall also attend meetings as necessary and as reasonably requested by the City. The City's Project Manager will prepare minutes of construction meetings. However, the Architect will review the Project Manager meeting minutes and advise the City in writing whether the meeting minutes are accurate and will make any revisions required to correct meeting minutes.

2. The Architect shall advise the City and Contractor of any Work that the Architect knows, observes, or has reason to believe does not conform to the Contract Documents. The Architect shall not order any corrective Work to the Project without the City's prior written approval. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the City additional 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 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 to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

3. Through on-site inspections following receipt of the Contractor's punch list, the Architect will supplement, in writing, punch lists initially prepared by the Contractor. The Architect also will perform follow up inspections on punch list items on a room by room basis or as otherwise needed to meet the construction schedule, once the Contractor has notified it that punch list items have been completed. Additional visits made necessary by the Contractor's failure to complete its Work will be performed as an Additional Service if requested by the City. The Architect will also analyze and opine on the Contractor's valuation of the punch list to allow for the release of retainage while protecting the City's interests.

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

5. Interpretations and decisions of the Architect 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. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and if approved by the City.

6. If requested to do so by the City, and in conjunction with the Project Manager, the Architect may render written recommendations within a reasonable time on claims, disputes or other matters relating to the execution or progress of the Work in question between the City and Contractor as provided in the Contract Documents.

## **L. CERTIFICATES FOR PAYMENT TO CONTRACTOR**

1. Based upon the Architect's observations at the site and evaluations of the Contractor's Application for Payment, the Architect shall review and upon approval of the amounts by the City shall certify the amounts due the Contractor on AIA forms G702/703 or such form used by the City and shall issue certificates in such amounts after consultation with the Project Manager. The Architect shall review copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment. The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work as provided in Section I(K) and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect'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, (4) to specific qualifications expressed by the Architect and (5) receipt of lien releases from the Contractor.

2. The Architect shall maintain a record of the Applications and Certificates for Payment.

## **M. SUBMITTALS**

1. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect'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's professional judgment to permit adequate review.

2. In accordance with the City and Architect-approved submittal schedule or, where not addressed in such schedule within fourteen (14) days after receipt, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, as well as all warranties, operation and maintenance manuals, and start-up, testing and commissioning procedures, 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's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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 shall specify the appropriate performance and design criteria that such services must satisfy. The Architect 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 shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents; provided, however, that the Architect shall review such services, certificates or approvals and the Architect shall notify the City in writing if the Architect becomes aware that such services, certifications or approvals are inadequate, inaccurate or incomplete.

4. The Architect shall review and respond to requests for information about the Contract Documents. The Architect 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'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 shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

## **N. CHANGES IN THE WORK**

1. The Architect, in consultation with the Project Manager, 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, or a change in the functionality or aesthetics of the Project. Subject to the provisions of Section I(P) the Architect shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Architect shall prepare and/or review Change Orders and Construction Change Directives as part of the Basic Services to the extent required by Section I(M)(3) for the City's approval and execution in accordance with the Contract Documents.

2. The Architect shall maintain records relative to changes in the Work.

3. The Architect will prepare minor revisions to drawings, specifications and other documentation, and will prepare supporting data, evaluate the Contractor's proposals, advise the City as to cost and time impacts, if any, and provide other services in connection with Change Orders resulting from minor changes in the Project.

## **O. PROJECT COMPLETION**

1. The Architect 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 City, for the City'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. The Architect shall not issue either certificate until the Architect has accompanied the City on an inspection of the Project and has determined that the Work appears to be constructed in compliance with the Contract Documents.

2. The procedure for the Architect recommending the date or dates of Substantial Completion shall be as follows: Promptly after the Contractor has submitted to the City a punch list of incomplete items and has informed the City and Architect that, in the Contractor's opinion, the Work or designated portion thereof is Substantially Complete as set forth in the Contract Documents. The Architect shall conduct an on-site observation with the City to assist the City in determining the date of Substantial Completion and in supplementing the Contractor's punch list of items remaining to be completed. The Architect shall execute and issue to the City a Certificate of Substantial Completion when the Architect has determined, after review and consultation with the City, that the Contractor has achieved Substantial Completion of the Work or designated portion thereof in accordance with the Contract Documents. For purposes of issuing the Certificate of Substantial Completion, the Architect shall consider the Contractor's compliance with the requirements for Substantial Completion set forth in the Contract for Construction and other Contract Documents, and if the Architect determines that any such requirement has not been met, the Architect immediately shall inform the City in writing of such unmet requirement(s). The City at its sole election, which shall be binding on the Architect, may then decide whether to have the Architect execute and issue the Certificate of Substantial

Completion without regard to any or all of the unmet requirements, provided that the Work or designated portion thereof is sufficiently complete so the City can occupy or utilize the Work or designated portion for its intended use. In such a case, the Architect shall execute and issue the Certificate of Substantial Completion without regard to those unmet requirements per the City's direction, with the unmet requirements being set forth in the Certificate of Substantial Completion as items to be completed or corrected along with the other punch list items described in the Certificate.

3. In connection with issuing a final certificate for payment and date of final completion, the Architect shall conduct an on-site observation to determine, in conjunction with the City, whether items on the punch list attached to the Certificate of Substantial Completion and any other unmet requirements set forth in the Certificate have been completed by the Contractor.

4. Within thirty (30) days after final completion, the Architect will provide the City with three (3) copies of a record set of Record Construction Drawings and Specifications (as built) consisting of computer-aided design and drafting ("CADD") on compact discs (or other electronic media acceptable to the City), on a CADD system compatible with the AutoCADD-system used by the City, which incorporate changes in the Work made during construction based upon marked up Contractor's construction prints, drawings and other data furnished by the Contractor. All field orders, Construction Change Directives, clarifications, requests for information, modifications, sketches and any other drawing changes will be incorporated into the CADD computer diskettes by the Architect. The Architect is not responsible for the completeness or accuracy of the information placed on the marked-up prints by the Contractor unless the Architect knows, or acting in accordance with the Standard of Care should know, that such information is inaccurate or incomplete.

5. The Architect's inspections shall be conducted with the City 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.

6. When the Work is found to be substantially complete, the Architect shall inform the City 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.

7. The Architect shall forward to the City 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 City against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

8. The Architect and Project Manager shall perform a final walk through of the Project with the City at a mutually-convenient time during the tenth to twelfth month following Substantial Completion of the Project to create a list of deficiencies to be corrected by the Contractor during the correction period under the Contract for Construction.



## **P. ADDITIONAL SERVICES**

Additional services must be approved by the City in writing and will be billed at the hourly rates bid by the Architect.

## **II. CONTRACT TERM/DATES OF WORK**

The Architect shall begin work within ten days of notice to proceed. Work shall be completed in compliance with a schedule of work to be developed upon contract award and execution with the parties and the development team. Time is of the essence to the completion of work under this Contract.

## **III. CONTRACT PRICE**

The price to be paid by the City to the Architect for Basic Services under the Contract is:

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Invoices for payment of services may be submitted on a monthly basis and must be accompanied by any other documentation required by the City. Invoices will be paid after approval by the City Finance Officer.

Additional services related to this Contract shall be provided by the Architect on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates bid by the Architect.

Except as noted herein, in no event shall the amount billed by the Architect exceed that amount attributed to the work completed as of the date of the bill.

a. Invoicing for services shall be made monthly in proportion to services performed. Payments of undisputed amounts are due and payable thirty (30) days from the City's receipt of the Architect's invoice, accompanied by waivers of liens and claims from the Architect and all Subconsultants in form acceptable to the City and such other supporting documentation reasonably required by the City,

b. Thirty (30) days after Final Completion of the Work for the final construction stage and acceptance thereof by the City, or as soon as possible thereafter, the Architect will submit a final request for payment of all amounts due and believed to be remaining unpaid to the Architect ("Final Request") and, if and to the extent properly due, the City will pay to the Architect the amount due ("Final Payment") under such Final Request. Final Request for payment will not be made until the Architect delivers to the City the Record Construction Drawings and Specifications and a complete release of all liens and claims arising out of this Contract (including releases from the Architect's Subconsultants) in form acceptable to the City. Acceptance of Final Payment by the Architect will constitute a release of all claims by the Architect and its Subconsultants against the City.

c. The City has the right to make partial payment to the Architect in cases where the City reasonably feels that the Architect's invoice does not accurately reflect the percentage of completion of services rendered, and the City has the right to direct the Architect to pay such portion of any such

partial payment to Subconsultants retained by the Architect as directed by the City. The Architect may object in writing to such direction within five (5) days following receipt of a partial payment. In the event the Architect fails to object, the Architect waives its rights of objection to such partial payment.

d. The Architect will maintain, for at least five (5) years following Substantial Completion of the Project and at a location in the Washington, DC metropolitan area, records of all correspondence, memoranda and other documents relating to this Project, including records of all time and costs charged to the Project for Basic and Additional Services, and records of Reimbursable Expenses in accordance with generally accepted accounting principles consistently applied and vendor correspondence, for the City or the City's authorized representative to examine, review or audit, as well as copy upon the City's request and at the City's expense during regular business hours.

#### **IV. STATUS OF CONTRACTOR**

The Architect shall perform the services described herein as an independent contractor and not as an employee of the City. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Architect.

#### **V. INSURANCE AND INDEMNIFICATION**

Architect will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Architect will name the City, UMD, and their respective officials, officers, employees, contactors and agents ("Indemnified Parties") as additional insureds and shall provide an additional insured endorsement ISO CG 20 10 and CG 20 37 or their equivalents for all policies or their equivalents with the exception of the Workers Compensation and Professional Errors and Omissions Insurance.

a. Commercial General Liability ("CGL"): Coverage for general liability claims arising from operations of the Architect, Subconsultants and suppliers, with terms and conditions of the CGL coverage to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent, and shall include at minimum the following:

1. \$2,000,000 Per Occurrence Limit;
2. \$4,000,000 General Aggregate Limit;
3. \$4,000,000 Products/Completed Operations Limit;
4. As Additional Insureds, the City, UMD and the Indemnified Parties shall have coverage for liability arising out of the Architects' ongoing and completed operations performed for the City;
5. Waiver of Subrogation in favor of the City and UMD;
6. Policy to be primary and noncontributory as respects the coverage afforded the City and UMD;
7. No exclusion for explosion, collapse and underground hazards;
8. No exclusion for third party action over claims;
9. No exclusion for punitive damages;
10. Blanket Written Contractual Liability covering all Indemnity;

11. CGL coverage written on an occurrence form;

b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. The minimum limits of such coverage shall be:

1. \$1,000,000 Combined Single Limit;
2. Coverage shall provide a Waiver of Subrogation in favor of the City and UMD

c. Excess Liability / Umbrella Liability: Coverage for third party legal liability claims against the Architect that exceed the per occurrence or general aggregate of these underlying policies: General Liability, Employers Liability, Errors and Omissions and Automobile Liability. The minimum limits for such coverage are assigned below, based on the value of the specific agreement under which the Architect is employed by the City:

<u>Contract Value</u>	<u>Excess / Umbrella Limit Less</u>
\$10,000,001 to \$25,000,000	\$10,000,000 per Occurrence

1. Waiver of Subrogation in favor of the City and UMD;
2. Policy to be primary and noncontributory as respects the coverage afforded the City and UMD.

d. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Architect's employees. Architect shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the City and UMD is required for Part B: Employers Liability. The minimum limits of such coverage shall be:

1. Part A: Statutory
2. Part B: Employers Liability
  - \$1,000,000 Each Accident
  - \$1,000,000 Disease, Each Employee
  - \$1,000,000 Disease, Policy Limit

e. Professional Errors and Omissions Insurance. The Architect shall maintain a policy with limits of not less than \$2,000,000 each occurrence/aggregate, to include cyber liability/data breach coverage.

These provisions apply to all delivery methods (e.g. General Contracting, Construction Management at Risk and Design-Build) except as noted herein.

A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

The Architect shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Architect; by any Subconsultant; by any person employed by the Architect or any subcontractor; or by anyone for whose acts the Architect may be liable.

The Architect will covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Architect on behalf of the City and UMD under this Contract. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. Required insurance policies shall be endorsed to provide sixty (60) days prior written notice by certified mail of any material change, cancellation or non-renewal to the City and UMD.

Updated certificates shall be furnished at least annually and upon renewal of policies. Certificates shall cite the contract number and Project title and location. The City or UMD may, upon written request, demand full certified copies of the insurance policies required under this contract. The required coverage shall be maintained until final completion of the Project as evidenced by final payment to the Architect.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-VII" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Architect shall indemnify and save harmless the City and UMD and the Indemnified Parties from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Architect, its agents, servants and employees, or to other causes.

A rider or riders to the Public Liability and/or Property Damage Insurance policy or policies is required to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

Provision of any insurance required herein does not relieve Architect of any of the responsibilities or obligations assumed by the Architect in the contract awarded, or for which the Architect may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's or UMD's immunities or any damage limits applicable to municipal and/or State government as provided by law.

The Architect shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved Subconsultant prior to commencement of work.

The City's review, approval or both of any documents provided or service performed by the Architect, its Subconsultants or anyone for whom they may be responsible will not relieve the Architect of its responsibilities under the Contract or under applicable law, and the Architect specifically waives any right to assert a claim against the City because of the City's review, approval or both of any documents provided or services performed by the Architect, its Subconsultants or anyone for whom they may be responsible.

## **VI. INDEMNIFICATION.**

The Architect will be responsible for, and will indemnify and hold the City and UMD and the Indemnified Parties harmless against, any and all injuries, losses, damage, liabilities, claims and expenses, including attorneys' fees and experts' fees (together, "Claims" and each, a "Claim"), to the extent caused by any breach of this Contract, negligent acts, errors, omissions, recklessness, wrongful intentional acts, or the infringement of patent rights, copyrights, or other intellectual property rights committed in the performance of this Contract by the Architect, by the Architect's Subconsultants or by employees or agents of either of them, whether or not the claim was caused in part by an Indemnified Party or Parties. Nothing herein shall be construed to require the Architect to indemnify an Indemnified Party or Parties for an Indemnified Claim caused by or resulting solely from that Indemnified Party's sole negligence. This provision shall survive the completion of the services, final payment, or earlier termination of this Contract.

## **VII. CONTRACT DOCUMENTS.**

This Contract and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

City Hall Redevelopment", RFP CP-18-04, Architect, and Architect's bid and response documents

Required affidavits and certifications

Schedule of work developed by the parties and development team

## **VIII. LICENSES, APPLICABLE LAWS**

The Architect will be responsible for obtaining any and all licenses pertaining to performance of its work under the contract. All services and materials provided by the Architect shall conform to all applicable laws and regulations.

## **IX. TERMINATION AND SUSPENSION.**

a. For Default. Failure of the Architect to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the Architect to cease work until the cause for such order has been

eliminated. Should the Architect fail to correct such default within fifteen (15) days after receipt of written notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by force majeure events as defined herein beyond its reasonable control and the affected party shall be excused from performance during the occurrence of such events. In the event the City terminates this Contract for cause and it is later determined that the termination was improper, such termination will be treated for all purposes as a termination for convenience pursuant to Section IX(b).

b. For Convenience. The performance of work or delivery of services may be terminated in whole or in part at any time upon seven (7) days written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination and after notice to proceed, together with Reimbursable Expenses then due. In the event of termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to termination, together with Reimbursable Expenses then due; provided, however, that the amount of Basic Compensation due to the Architect will not exceed the appropriate amount due through the phase of services in which the termination takes place. The Architect will also receive payment for Additional Services properly due. Such payments will be the Architect's sole remedy in the event of termination without cause. Architect shall not be reimbursed for any claim of lost profits.

c. The City's rights to use the Architect's Work Product in the event of a termination of this Contract are set forth in Section XXV.

d. If the City fails to make payments to the Architect in accordance with this Contract, such failure shall be considered cause for suspension of performance of services under this Contract. If the Architect elects to suspend services, the Architect shall give 30 days' written notice to the City before suspending services. In the event of a proper suspension of services, the Architect shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the Architect shall be paid all undisputed sums properly due prior to suspension and any expenses reasonably incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted if the time frame agreed by the parties is exceeded. The Architect shall also have the right to terminate this Contract if the City fails to pay the Architect amounts properly due to the Architect within sixty (60) days after the City receives written notice from the Architect that payment is overdue.

e. The City has the right to suspend the Project or the performance of the Architect's services for any reason. If the City suspends the Project for more than ninety (90) consecutive days due to matters unrelated to a claimed default or delays caused by Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses reasonably incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted if the time frame agreed by the parties is exceeded.

f. If the City has reasonable grounds for believing that the Architect will be unable to perform this Contract fully and satisfactorily within the mutually agreed-upon time or for the mutually agreed-upon price, or if the City deems it necessary to protect itself from and against any loss or damage that may result from the actions or inactions of the Architect or its Subconsultants or anyone for whom they are responsible, the City may require further assurances from the Architect and/or the Architect's Subconsultants that each of them can adequately perform their responsibilities under the Contract or Subconsultant contract. If the City reasonably determines that it has not received satisfactory further assurances or if the Architect or Subconsultant does not expeditiously satisfy the assurances it makes, then the City may (i) withhold such monies as it deems necessary to protect itself, or (ii) take such other action, including termination, as the City may determine, in its sole and absolute discretion, is appropriate under the circumstances.

**X. NOTICES.**

All notices shall be sufficient if delivered in person or sent by certified mail or recognized overnight delivery service to the parties at the following addresses:

If to the City:            Scott Somers  
                                  City Manager  
                                  City of College Park  
                                  4500 Knox Road  
                                  College Park, MD 20740

With a copy to:         Suellen M. Ferguson, Esq.  
                                  Council, Baradel, Kosmerl & Nolan  
                                  125 West Street  
                                  Annapolis, MD 21401

And  
                                  Redgate Real Estate Advisors, LLC  
                                  509 S. Exeter Street  
                                  Suite 306, Baltimore, MD 21202  
                                  Attn: Katie Hearn

If to the Architect:     \*\*\*\*\*

**XI. ERRORS IN SPECIFICATIONS.**

The Architect shall take no advantage of any error or omission in the specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

**XII. GOVERNING LAW.**

This contract is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules, as if this Contract were made and to be performed entirely within the State of Maryland. The Architect, by executing this contract, consents to the jurisdiction of the Maryland state courts in Prince George's County with respect to any dispute

arising out of this Contract. A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or equity. A party shall not be deemed to waive any remedy available to it or any right under this Contract, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

### **XIII. INTERPRETATION.**

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No answer or interpretation provided shall be considered binding unless provided in writing by the Project Manager. By execution of this contract, the Architect certifies that it understands the terms and specifications.

### **XIV. ATTORNEYS' FEES AND COSTS.**

The prevailing party shall be entitled to reasonable attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

### **XV. SUCCESSORS AND ASSIGNS.**

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, and inure to the benefit of UMD. In any event, neither party may assign any right or obligation under this contract without the other party's express written consent which may be withheld in the party's sole discretion.

### **XVI. SEVERABILITY.**

If any term or provision of this Contract shall be held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be enforced to the fullest extent permitted by law.

### **XVII. OTHER PAYMENTS; EXPENSES; TAXES.**

The City will not be responsible for any cost or expenses of operation of any kind associated with Architect's provision of services pursuant to this Contract, except as set out herein. Architect shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Architect in connection with the performance of his obligations under this Contract.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Architect, as an independent Architect of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Architect is deemed not to be an independent Architect by any local, state or federal governmental agency, Architect agrees to



indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

#### **XVIII. ENTIRE CONTRACT.**

This Contract, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Contract shall have any effect unless made in writing and signed by both parties hereto. If any provision of this Contract is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Contract; however, the parties shall amend this Contract to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

#### **XIX. NON-DISCRIMINATION.**

a. The City is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

b. The Architect certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, pregnancy, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

c. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors shall constitute a material breach of this Contract.

#### **XX. EQUAL BENEFITS.**

A. Architect must comply with the applicable provisions of § 69-6 of the City Code. The Architect shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Architect shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Architect may not be in compliance with the provisions of this section.

C. The failure of the Architect to comply with § 69-6 of the City Code will be deemed to be a material breach of the contract.

#### **XXI. SUBCONTRACTING.**

The Architect may not subcontract any work required under this Contract without the consent of the City. If the Architect wishes to subcontract any of the said work, it must provide Subconsultant names, addresses, and telephone numbers and a description of the work to be

subcontracted and the form of subcontract. The Architect is not relieved of primary responsibility for full and complete performance of any work delegated to the Subconsultant. There shall be no contractual relationship between the City and the Subconsultant.

## **XXII. CONFIDENTIALITY.**

The City may disclose Architect's information to the extent required by the Maryland Public Information Act or other applicable law. Architect shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the Maryland Public Information Act or other process, the City receives a request for information that has been so marked by Architect, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Architect of the request. This Contract is not a confidential document.

The Architect shall keep confidential all information provided by the City, or to which the Architect has access as part of the provision of services under this Contract.

The Architect agrees that all knowledge and information that the Architect may acquire from the City or its officers, staff, agents, or other contractors, or by virtue of the performance of services hereunder, will for all time and for all purposes be regarded by the Architect as strictly confidential and held by the Architect in confidence. The parties agree that information shall not be deemed confidential to the extent that any of the confidential information furnished is or becomes part of the public domain without violation of this Contract; is lawfully obtained by the Architect from a third party; is furnished to others by the City without similar restrictions to those set forth in this section as to the use or disclosure thereof; is developed by the Architect completely and independently of any such disclosure by the City; is ascertainable from a commercially available product; or is disclosed pursuant to the order or requirement of a government body, court, or administrative agency. If the Architect is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any confidential information, the Architect will promptly notify the City of such request or requirement so that the City may seek an appropriate protective order or waiver in compliance with provisions of this Contract. If, in the absence of a protective order or the receipt of a waiver from the City, the Architect is compelled to disclose confidential information or else stand liable for contempt or suffer other censure or penalty, the Architect may disclose only such of the confidential information to the party compelling disclosure as is required by law.

Only with the City's prior written consent, which shall not be unreasonably withheld, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations with the City's prior written approval, which shall not be unreasonably withheld. However, the Architect's materials shall not include the City's confidential or proprietary information.

### **XXIII. CITY'S RESPONSIBILITIES**

a. Unless otherwise provided for under this Contract, the City, through its Project Manager, shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

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

c. The City designates the Project Manager to act on the City's behalf with respect to the Project. The City or the City's Project Manager shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The City's Project Manager may act on behalf of the City, and the Architect will comply with the City's Project Manager directions. The City Manager may change City's Project Manager at any time in its sole discretion. The City also designates the Project Manager as the only person who is authorized to act on the City's behalf. The City Manager may, however, change the City's designee or designate additional persons authorized to act on behalf of the City by providing the Architect with written notice of such change or addition. The Architect may rely upon any communications or directions that it receives from City's Project Manager, or any other person designated in writing by the City to act on the City's behalf, but only the Project Manager or such other designated person have authority to order services or make decisions that increase cost or time.

d. The City may furnish the services of consultants or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

e. The City 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. However, to the extent that any tests, inspections, reports, or other services become necessary as a result of the negligence of the Architect or a Subconsultant, the Architect shall procure and pay for such tests, inspections, reports, or other services.

f. The City 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 City's needs and interests. However, to the extent that any such services become necessary due to the negligence of the Architect or a Subconsultant, the Architect shall promptly reimburse the City for the cost of such services.

g. The City may communicate with, but shall not direct, the Architect's Subconsultants. The Architect will require its Subconsultants to advise the Architect of all material communications by the City with the Architect's Subconsultants in a timely manner.

h. Before executing the Contract for Construction, the City shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Contract. The City shall provide the Architect a copy of the executed Contract between the City and Contractor, including the General Conditions of the Contract for Construction.

i. The City shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### **XXIV. COST OF THE WORK**

a. For purposes of this Contract, the Cost of the Work shall be the total cost to the City 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, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the City.

b. The City's budget for the entire Project cost is \$30.5Million Dollars, and may be adjusted throughout the Project as required under XXIV(b), XXIV(d) and XXIV(e). Evaluations of the City's budget for the entire Project cost, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the City has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the City'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.

c. In preparing estimates of the entire Project cost, the Architect acknowledges that it does include contingencies for price escalation, and consistent with the budget for the Cost of the Work, the Architect shall be permitted to recommend to City what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to recommend that the City include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the City'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 City requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Section I(P).

d. If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the City, through no fault of the Architect, the City'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.

e. If at any time the Architect's estimate of the Cost of the Work exceeds the City's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the City to adjust the Project's size, quality or budget for the Cost of the Work, and the City may consider making such adjustments.

f. If the City'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 City 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 IX;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

g. If the City chooses to proceed under XXIV(E)(4), the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the City's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under XXIV(E)(1).

## **XXV. COPYRIGHTS/ LICENSES/WORK PRODUCT.**

### **A. CADD GRAPHIC FILES.**

1. The electronic files submitted by the Architect to the City are submitted to the City to submit to the Contractor or to another design professional and the City has no responsibility for such electronic files.

2. Under no circumstances shall transfer of the drawings and other Work Product, as defined herein, on electronic media for use by the City or others be deemed a sale by the Architect.

3. The Architect shall keep on file with a printer approved by the City electronic files for use by the City, Contractor and Subcontractors.

### **B. WORK PRODUCT**

1. All writings or works of authorship, including drawings, specifications, designs, reports, notes, documents and relevant information provided by the Architect or its Subconsultants, which result from or relate to the services performed under this Contract, including Project-specific material

contained on computer programs (collectively, "Work Product"), shall belong solely and exclusively to the City, which will possess all ownership rights in and to such Work Product and all related Intellectual Property Rights (hereafter defined), whether the Project is completed or not. As used herein, "Intellectual Property Rights" shall mean, on a worldwide basis, all copyrights, patents, trademarks, trade dress, service marks, trade secrets and other proprietary and intellectual property rights of whatever nature. All Work Product shall by mutual agreement be deemed to be "works made for hire" under the U.S. copyright laws and all Intellectual Property Rights in and to each Work Product shall vest in the City on the date such Work Product is created.

2. Copyright. If, for any reason, any copyrightable Work Product is deemed not to be a "work made for hire" by a court of competent jurisdiction, then the Architect does hereby irrevocably transfer, grant and assign to the City, all worldwide right, title and interest, including all copyrights, copyright registrations, and copyright registration and renewal rights, in and to the Work Product.

3. "Pre-Existing Work" (that is, products, items or materials developed independently of this Contract by the Architect, its Subconsultants, and/or third parties and provided to the City in connection with performance by the Architect under this Contract) shall be considered Work Product subject to shared ownership by the City under this Section XXV.

4. The Architect agrees to execute any such further documents as may be necessary or appropriate to protect or enforce the rights set forth in this Section XXV. The Architect agrees to include and enforce appropriate provisions in all agreements with employees and Subconsultants to establish the exclusivity of the City's ownership of Work Product as described in this XXV.

5. The Architect represents, to the best of its knowledge, information and belief, that the Work Product will not infringe the copyright, other Intellectual Property Rights, or any other rights of any third party.

6. Within three (3) business days after the termination or expiration of this Contract, or promptly after the City's request, and provided that the City has paid all undisputed amounts then due to the Architect, the Architect shall deliver all of the Work Product, including any and all drafts and other embodiments thereof, to the City in printed and readily modifiable electronic form (i.e., not in PDF, but in "native" format).

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

## **XXVI. CLAIMS AND DISPUTES.**

A. GENERAL. The City and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Contract in accordance with the requirements of the method of binding dispute resolution selected in this Contract within the period specified by applicable law.

## B. DISPUTE RESOLUTION

1. Any dispute, controversy or claim arising out of or relating to this Contract or the breach or invalidity thereof that cannot be amicably settled between the parties will be settled by litigation. The parties agree that either party shall file suit or action in connection with this Contract in the Circuit Court of Prince George's County or the United States District Court for Maryland, Greenbelt Division.

2. The Architect will continue to perform its obligations under this Contract so as not to delay the Project pending resolution of any dispute, and the City will continue to make payment of all amounts due which are not in dispute.

## **XXVII. HAZARDOUS MATERIALS.**

Unless otherwise required in this Contract, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. However, if the Architect becomes aware of the presence of any hazardous materials or toxic substances at the Project site, the Architect shall expeditiously so notify the City in writing.

## **XXVIII. SUBCONSULTANTS.**

A. The Architect will retain such subconsultants ("Subconsultants") to perform structural, mechanical, and electrical engineering and other services as may be necessary to accomplish its Basic Services or any Additional Services. The Architect's services under this Contract include those performed by the Subconsultants and the Architect's obligations under this Contract include those to be performed by its Subconsultants. The Architect will be reimbursed for Subconsultants retained by the Architect with the City's written approval. Prior to the award of any Subconsultant subcontract, the Architect will consult with the City and will submit the name of the proposed Subconsultant and the form of contract to the City for review and approval, and the Architect shall not contract with any Subconsultant to whom the City reasonably rejects. The City reserves the right to reject any proposed Subconsultant and subcontract form for any reason based upon reasonable objections. Copies of executed Subconsultant subcontracts will be provided to the City upon request.

The Architect will bind each and every Subconsultant to the terms stated herein and will determine that all persons rendering services under this Contract are properly licensed and insured to provide such services in the jurisdiction in which the Project is located. All Subconsultants will perform their services in accordance with the Standard of Care. The Architect hereby affirms that it will be fully responsible for the errors, omissions and negligent acts of its Subconsultants.

The Architect hereby agrees to include a provision in all subcontracts issued for services hereunder allowing the Architect to assign said subcontract to the City or the City's designee without the Subconsultant's consent in the event that this Contract is terminated. The Architect hereby conditionally assigns all Subconsultant subcontracts to the City, and such assignment becomes effective upon the termination of this Contract by the City and the Architect's receipt

from the City of written notice accepting such assignment The Architect will require all Subconsultants to include a similar assignment provision in each and every subcontract Subconsultant issues for services hereunder.

B. The Architect agrees to pay its Subconsultants within fourteen (14) days after the Architect receives payment of such amount from the City. In the event the City is advised that the Architect has failed to pay any Subconsultant as required above, the Architect agrees that the City may make all future payments directly to any or all Subconsultants or by joint check payable to the Architect and any or all of the respective Subconsultants, and the City may withhold from subsequent payments to the Architect any amounts that the City paid or intends to pay to such Subconsultants because the Architect did not pay a Subconsultant as required above. Neither the City's discretion in the preceding sentence nor the City's making of such payments to the Architect's Subconsultants will give rise to any obligation or liability of the City for making such payments and will not create any contractual relationship between the City and any Subconsultant.

C. Payments to Subconsultants will not constitute an acceptance of the adequacy of any services performed by the Architect or its Subconsultants.

D. The City will have the right to direct the Architect to replace Subconsultants whose performance is unsatisfactory in the City's reasonable judgment. In such case, the Architect's Basic Compensation may be equitably adjusted, if necessary and appropriate under the circumstances.

#### **XXIX. CONFLICT AMONG TERMS.**

In the event that there is any conflict between the terms of this Contract, as part of Basic Services the Architect will provide the higher quality of service or level of service.

#### **XXX. NO DAMAGES.**

Notwithstanding anything to the contrary contained in any other provision of this Contract, in no event will the City be liable to the Architect for any damages that the Architect may suffer or incur in connection with this Contract, except as set forth in the following sentence. The City's sole financial obligation and liability to the Architect for any and all matters relating to the City's performance of its obligations under this Contract will be to pay the Architect the applicable fee for services, reimburse the Architect for Reimbursable Expenses, and make any other payments due to the Architect in accordance with the terms of this Contract.

#### **XXXI. NO WAIVER.**

No action, failure to act or failure to require strict compliance with any term of this Contract by the City or Architect shall constitute a waiver of a right or duty afforded them under this Contract, nor shall any such action, failure to act or failure to require strict compliance with any terra of this Contract constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.



**XXXII. FORCE MAJEURE.**

Each party's performance under this Contract shall be excused to the extent of and for the time such performance is delayed, interrupted or prevented by an event of force majeure. As used within this Contract, the term "force majeure" shall mean, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Architect's or City's reasonable control. The Architect and City shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption or prevention.

**XXXIII. COOPERATION AND FURTHER ACTIONS.**

The City and Architect agree to take whatever steps reasonably necessary to fulfill the responsibilities assigned to mem in this Contract, and further agree to cooperate with each other.

**XXXIV. SURVIVAL**

All matters that relate to the termination or expiration of this Contract, or that in the normal course may not occur or be effectuated until after such termination or expiration, as well as all rights and obligations of the parties that by their nature may be expected to survive the termination or expiration of this Contract (including the Architect's responsibility to bond off liens and to indemnify the City), will survive any termination or expiration of this Contract. Such matters, rights, and obligations will be given full force and effect notwithstanding any termination or expiration of this Contract, but such survival will not operate to extend any applicable statute of limitations.

**XXXV. INTERPRETATION.**

This Contract shall be construed in accordance with its plain meaning, without giving any effect to any implication or inference arising from the fact that the Contract or the provision at issue may have been drafted by or on behalf of any party to this Contract.

All references to "days" will be to calendar days unless specified otherwise. A "business day" or "working day" is a day other than a Saturday, Sunday, or a federal or state holiday when official state offices are closed in the jurisdiction in which the Project is located.

The words "include," "includes" or "including" shall mean, respectively, "include without limitation," "includes without limitation" or "including without limitation."

The words "will" and "shall" are used interchangeably in this Contract.

The words "herein," hereunder," and similar words mean and refer to this entire Contract and not merely the provision in which such term is used.

**XXXVI. CORPORATE AUTHORITY.**

The City and Architect hereby represent and warrant to each other that all necessary corporate action has been taken to enter into this Contract and that the person signing this Contract on behalf of the City and Architect, respectively, is duly authorized to do so.

**XXXVII. NO PERSONAL LIABILITY.**

In the event of any dispute between the City and the Architect for amounts due, the Architect agrees that it shall only assert its claim against the City. Notwithstanding anything to the contrary contained in any other provision of this Contract, neither the City nor UMD's directors, officials, officers, partners, members, agents and employees shall have any personal liability under this Contract for any obligation at any time, it being understood that the Architect shall look solely to the City for the satisfaction of any claim for amounts due under this Contract.

**XXXIII. LENDER'S REQUIREMENTS.**

The Architect shall provide to the City and City's lender or entity providing or insuring bond financing ("Lender") any Project information or certification that any of them may reasonably require. The Architect agrees to execute such documents as may be required by the Lender, including a consent to the assignment of this Contract and a consent to the assignment of Drawings and Specifications. Architect and its Subconsultants shall execute this consent or such other consent as is required by the Lender, when requested by the City. The Architect agrees to such modifications to this Contract as the Lender may reasonably require, provided that if the Architect's costs or time of performance are increased, this Contract will be equitably adjusted. The Architect shall not be and shall not be deemed to be a third party beneficiary of the loan agreement between the City and its Lender. The Architect shall look solely to the City as its sole source of recovery if not paid. The Architect waives all right to make any claim against the Lender and, except as provided by law, or as otherwise agreed in writing between the Lender and the Architect (e.g., in the consent to assignment document), the Architect shall be deemed to have waived in writing all right to make any claim against the Lender.

**XXXIX. LIENS**

In the event a Subconsultant or anyone acting through the Architect places a lien upon the Project or the property on which it is located, the Architect shall bond off or otherwise discharge such lien within ten (10) business days and shall defend and hold the City and UMD harmless in any suit to enforce such lien, except if the lien is the direct result of the City's failure to pay an amount included in a prior invoice as to which there is no good-faith dispute.

**XL. SCOPE OF THE CONTRACT.**

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_  
day of \_\_\_\_\_, 2018.

WITNESS/ATTEST:

CITY OF COLLEGE PARK

\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Scott Somers, City Manager

WITNESS:

ARCHITECT

\_\_\_\_\_

By: \_\_\_\_\_

Title:

Approved as to form and legal sufficiency

\_\_\_\_\_  
Suellen M. Ferguson  
Attorney for the City of College Park