

## CITY OF COLLEGE PARK

### CONTRACT

THIS CONTRACT is made by and between the City of College Park (hereinafter referred to as the "City") and Design Collective, Inc., a corporation located at 601 East Pratt Street, Suite 300, Baltimore, MD 21202 (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, necessary Project completion certifications, and 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 and 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 at any time upon request by the City, the Architect shall provide the City with an original and up to three 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. The cost of a City request for more than three copies of drawings and specifications at any design phase will be treated as a reimbursable expense.

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 prepared by the City's cost consultant, 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 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 prepared by the City's cost consultant, 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 submit the Design Development Documents to the City, 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 provided by the City's cost consultant 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 which 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(K)(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 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)(5) and (F)(6).

5. 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, with design, submission of signed and sealed shop drawings, and approval of County permit delegated to Architect's subcontractor, with the expectation that the subcontractor will be Koffel Associates
- 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
- 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. Delegation of responsibilities to subcontractors under this subparagraph does not affect the standard of care to be exercised by the Architect or the requirement that the Architect provide Construction Documents that are sufficient for the permitting process.

6. 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.

7. Throughout the Construction Documents Phase and at no additional cost to the City, the Architect will incorporate revisions and comments from the City and 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.

8. 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.

9. 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.

10. 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**

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 (not to include sub-contractors); and
  - c. participating in negotiations with prospective contractors (not to include sub-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 or one of its consultants 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 or one of its consultants 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 weekly 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 inquire about and maintain records relative to changes in the Work that become known to the Architect.

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:

One Million, Two Hundred Forty-One Thousand Nine Hundred Sixty and 00/100 Dollars (\$1,241,960.00). Reimbursable expenses, to include printing, reprographic services, architectural materials and supplies for presentations, photographs, renderings, travel expenses parking and mileage, not to exceed Thirty-Eight Thousand Six Hundred Ninety-eight and 80/100 Dollars (\$38,698.80).

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 shall 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, including Addendum #1

Architect's bid and response documents. Terms and Conditions portion of Architect's bid are excluded.

Required affidavits and certifications

Schedule of work developed by the parties and development team

The provisions of this Contract shall prevail over conflicting provisions of the remaining Contract Documents.

## **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: Matt Herbert, AIA  
Principal in Charge  
Design Collective, Inc.  
601 Pratt Street  
Suite 300  
Baltimore, MD 21202

#### **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 \$30.5 Million 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 shall be prepared by the City's cost consultant. 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 agreed to by the Architect.

**C.** 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. **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.

**D.** If at any time the 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(f)(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(f)(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 them 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 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. Any such documents requiring the Architect's agreement or consent shall be submitted to the architect at least ten (10) days prior to the execution date. 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.

(Signatures follow on the next page.)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st  
day of August, 2018.

WITNESS/ATTEST:

CITY OF COLLEGE PARK

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

By: [Signature]  
Scott Somers, City Manager

WITNESS:

DESIGN COLLECTIVE, INC.

Jessica Faltomysä

By: [Signature]  
Printed Name: MATT HERBERT, AIA  
Title: PRINCIPAL

Approved as to form and legal sufficiency

[Signature]  
Suellen M. Ferguson  
Attorney for the City of College Park

# REQUEST FOR PROPOSAL

**RFP-CP-18-04**

Architect Design Services

**City Hall Redevelopment**

For:



**the City of College Park**

and for the benefit of



Requested By:



Bid Submission

**RFP Issue Date: Monday, March 12, 2018**

**Proposal Due Date: Friday, April 13, 2018 at 2:00 p.m.**

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- 1. Invitation**
- 2. Project Overview**
- 3. Project Schedule**
- 4. Requested Scope of Services**
- 5. Proposal Requirements**
- 6. Evaluation of Proposals**

### **EXHIBITS:**

- A. Project Site Map**
- B. Preliminary Design Concept**

## ADVERTISEMENT AND BID REQUIREMENTS

The City of College Park, Maryland (“the City”) requests sealed bid proposals on behalf of the City and the University of Maryland, College Park (“UMD”) from qualified architects, as specified in this Request for Proposal (“RFP”) and in the exhibits and all other contract documents (the “Contract Documents”).

Three (3) complete sets of bid proposals, plus four thumb drives with the bid proposal in digital format, must be submitted on the specified forms in a sealed envelope containing the Bidder’s name and address, marked “**City Hall Redevelopment**”, **RFP CP-18-04, Architect**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Friday, April 13, 2018 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. Award of a contract will be made by the Mayor and Council of the City of College Park at a regular meeting.

Copies of the Contract Documents may be downloaded from the City’s website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov). The RFP package will be listed under the “Government” tab on the homepage, then click “Bids and RFPs”. If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509 and select “Option 1”.

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.

The City reserves the right to reject any and all proposals in the best interest of the City.

The Project Manager for this Project is Redgate Real Estate Advisors, LLC, 509 S. Exeter Street, Suite 306, Baltimore, MD 21202, Attn: Katie Hearn, Senior Vice President, 410-456-5614, [Katie.hearn@redgate-re.com](mailto:Katie.hearn@redgate-re.com). All contact with respect to this RFP must be made through the Project Manager.

## **1. PROJECT OVERVIEW**

The City and UMD intend to redevelop a key block in downtown College Park to include a Class-A City Hall and University office building totaling approximately 85,000 SF with a connecting atrium, first floor retail, and a prominent public plaza (“Project”). A Project site plan is attached as Exhibit A to this RFP. Redgate Real Estate Advisors, LLC has been engaged as the “Project Manager” to assist on this Project. The majority of the parking needs for the Project will be met in an adjoining parking garage owned by the City. The focus of the Project is to redevelop a prominent location with Baltimore Avenue frontage, as well as to demonstrate the cooperation and shared vision of the City and UMD for an improved college-city environment. A survey of the City Hall property and preliminary conceptual design of the Project has been prepared, as well as an analysis of the spatial needs of the City Hall building. These documents represent a starting point for the Project design, and will be further developed.

The vision for College Park City Hall is a Class-A office building that is designed to meet the needs of its specialized public functions. These include:

- Building lobby with service windows and information counter
- City Council chambers with private conference room, state of the art audio-visual equipment, cable television recording studio, dais for nine members, staff area and public seating
- City Department offices
- Public meeting and conference rooms
- Storage and shower facilities.

The design and materials for the building should reflect civic architecture that enhances the City’s image and creates a prominent public building in a central downtown location. The adjoining Class-A office space to be owned and operated by UMD will be connected to City Hall and must be compatible with the City Hall building. The ground floor of this office space (all or part) is anticipated to be retail space.

A public plaza or town green shall occupy the Baltimore Avenue frontage and be designed to include:

- Programmable space
- Seating and other street furniture
- Landscaping
- Public art

For a better understanding of the concept and needs for this Project, a preliminary design concept commissioned for this Project from Design Collective, dated May, 2015, is attached as Exhibit B to this RFP. (This exhibit shows a third building along Yale Avenue, to the east portion of the block, which is no longer a part of the proposed Project.) The Project shall be designed and constructed to LEED silver minimum, with a goal of LEED gold.

The selected bidder will be expected to work under the direction and supervision of the Project Manager in cooperation with a Project environmental engineer, civil engineer and traffic engineer. The selected architect should be prepared to attend weekly Project meetings for the duration of the Project, and other meetings as required.

## **2. PROJECT SCHEDULE**

The selected bidder should be prepared to begin work immediately upon award and approval of a contract. The Project schedule will be determined between the parties and the development team at the time of contract once the contract is awarded and approved. Any request for adjustments to the identified Project schedule shall be made through the Project Manager when the selected bidder becomes aware of anticipated delays. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Provisions. Time is of the essence to this Contract.

## **3. INTERPRETATIONS/QUESTIONS**

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing to the Project Manager, by Friday, March 23, , 2018 at 3:00 p.m. The Project Manager will issue an addendum to the RFP with the questions and answers on or before March 30, 2018. Any addenda will be posted to the City's website. It shall be the responsibility of the Bidder to ascertain whether any addenda have been issued by checking the City's website. Bidder must acknowledge the receipt (or "None" if applicable) of any addenda on their Bid Proposal Form. No questions will be accepted after the March 23, 2018 deadline. Upon award of the bid, all questions concerning progress of the work shall be directed to the Project Manager.

## **4.SCOPE OF SERVICES**

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

The Architect's Design Team will perform the following services:

### **4.1 Programming**

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

### **4.2 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.**

### **4.3 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 design team shall work with the City, UMD, the 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.

### **4.4 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, tel/data/security/AV, structural, mechanical, plumbing, electrical 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.

#### **4.5 Construction Administration**

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

### **5. PROPOSAL REQUIREMENTS**

The Proposal must include the following:

#### **5.1 Executive Summary**

- a. Provide a summary identifying your understanding of the Project scope and important aspects of this Project.

#### **5.2 Firm Qualifications:**

- a. Describe specific project experience related to projects of similar size, scope, type, and project team.
- b. Provide a brief summary of your firm's experience on similar projects, in particular within Prince George's County, within the last seven years.
- c. Provide three references for relevant projects including company name, address, contact name, telephone number, and description of project.

#### **5.3 Proposed Project Team:**

- a. Provide a staffing plan identifying all key principals and staff from your firm whom you intend to assign to this Project and include their profiles indicating relevant experience.
- b. Confirm availability of the project team to start immediately and identify major projects that your proposed project team is expected to be involved in through the duration of the Project. Note that any future change in key personnel will require approval in advance by the City, UMD and the Project Manager.
- c. Provide a schedule of hourly rates for the proposed personnel, which will remain in effect for the duration of the Project.

#### **5.4 Project Approach:**

- a. Describe how your firm would approach completing the tasks and goals identified in this RFP based on your firm's expertise and experience with similar projects.
- b. Describe your approach to identification and management of risks influencing on-time/on-budget completion.

### **5.5 General Conditions and Fees:**

- a. Provide your fee proposal for the required services as a not to exceed fee.
- b. Provide hourly billing rates to be used for both base fee invoicing and additional services should they be approved.
- c. Include a list of reimbursable expenses and an estimate of the total amount anticipated.
- d. Provide pricing for design of furniture, fixtures and equipment that is separate from the fee proposal.

### **6.Proposal Submission Instructions:**

Three (3) complete sets of the bid proposal forms plus four thumb drives with the bid proposal in digital format must be included in a sealed envelope containing the Bidder's name and address, marked "**City Hall Redevelopment**", **RFP CP-18-04, Architect**, and submitted to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Friday, April 13, 2018 at 2:00 p.m.**, at which time they will be publicly opened and read.

Documents to be submitted with the Proposal include:

- Information About the Bidder form
- Non-Collusion Affidavit
- Affidavit With Respect To Non-Conviction, Non-Suspension And False Pretenses
- Tentative Schedule

A bidder may submit only one bid proposal. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been granted by the City.

No bidder may withdraw his bid within 120 days after the opening thereof. Negligence on the part of the Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

By submitting a proposal, the bidder agrees and warrants that it fully understands the Project requirements. Errors in preparation of the proposal will not relieve the bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

The City reserves the right to amend or cancel the RFP at any time at its sole discretion before the execution of a contract with the selected bidder. In the event the RFP is withdrawn or cancelled, neither the City nor UMD shall be liable to any bidder for the costs incurred in connection with the RFP or the preparation of the bidder's response.

### **7.EVALUATION OF PROPOSALS**

Evaluation of proposals will be based on criteria at the City's and UMD's sole discretion, but will broadly be based on overall best value with respect to the following criteria (in no particular order).

- Experience completing similar projects with respect to both scope and size

- Project team credentials, availability, and ability to work with current team members
- Ability to meet both budget and schedule and provide high quality work
- Consultant Fee
- References

**Interview Format:** The City, UMD and the Project Manager may determine a short list of architect consultant firms for interviews, upon review of the Proposals submitted.

## **8.AWARD OF CONTRACT**

The Contract will be awarded by the Mayor and Council of the City of College Park. In determining which proposal is best, the City will take into consideration, among other things, the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercises the right reserved herein to reject any or all proposals, the Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City.

The City reserves the right to cancel the award of the Contract at any time prior to execution of the Contract without liability on the part of the City.

## **9. EXECUTION OF THE CONTRACT**

The Bidder to whom the Contract has been awarded must execute a Contract substantially similar to the one attached within 15 business days after the award and submit such other documents as required by the Contract Documents, including a current insurance certificate listing the City, UMD, and their respective officials, officers, employees, contactors and agents (“Indemnified Parties”) as an additional insureds for the duration of this Project. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the Bidder to whom the award is made shall fail to execute the Contract and performance bond hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City may reject all of the bids, as its interest may require.

## **10. DISCLAIMER:**

The RFP, including the documents incorporated and/or referenced in the RFP, have been prepared to solicit proposals, and are not contract offers. The only document that will be binding on the City is the contract, if any, duly executed by the City and the selected Architect consultant. No proposal shall be construed as creating any contractual relationship between the City and any party responding to this RFP. Nothing contained in this RFP in writing or implied by the selection process shall create any obligation on the part of the City, UMD and/or the Project Manager to select any Architect consultant for the services described herein. The City and UMD reserve the right at their sole discretion to select any Architect consultant, to decide not to select a Architect consultant or proceed with the Project, or to otherwise modify their approach to the assignment.

## **11. REPRESENTATIONS BY BIDDER**

In submitting a bid, the Bidder certifies that the Bidder:

- a. Currently complies with the conditions of §69-6 "Equal Benefits" of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
- b. Will comply with the conditions of §69-6 at time of contract award; or
- c. Is not required to comply with the conditions of §69-6 because of allowable exemption; and
- d. Does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

## **12. INSURANCE AND INDEMNIFICATION**

The selected 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 the 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 Selected 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 Selected 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 Selected 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 Selected Architect is employed by the City:

<u>Contract Value</u>	<u>Excess / Umbrella Limit</u> Less
\$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 Selected 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 Selected 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 Selected Architect shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Selected Architect; by any Subconsultant ; by any person employed by the Selected Architect or any subcontractor; or by anyone for whose acts the Selected Architect may be liable.

The Selected Architect will covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Selected 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 (ten (10) days if cancelled due to non-payment) 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 Selected 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 Selected Architect shall indemnify and save harmless the City, 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 Selected 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 Selected Architect of any of the responsibilities or obligations assumed by the Selected Architect in the contract awarded, or for which the Selected 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 Selected 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 Selected Architect, its Subconsultants or anyone for whom they may be responsible will not relieve the Selected Architect of its responsibilities under the Contract or under applicable law, and the Selected 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 Selected Architect, its Subconsultants or anyone for whom they may be responsible.

**TO BE SUBMITTED WITH BID**

**Non-Collusion Affidavit**

\_\_\_\_\_, being duly sworn on oath, deposes and says:

That he/she is the

\_\_\_\_\_  
(Owner, Partner, Title if on behalf of a Corporation)

of \_\_\_\_\_,  
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

\_\_\_\_\_(SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

**TO BE SUBMITTED WITH BID**

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES**

I hereby affirm that:

1. I am the \_\_\_\_\_ (Title) and duly authorized representative of \_\_\_\_\_ (Name of Business Entity) whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State of federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of University Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

---

Date

---

Signature

---

Printed Name

**TO BE SUBMITTED WITH BID**

INFORMATION REGARDING THE BIDDER

City of College Park

1 .Name: \_\_\_\_\_  
Individual/partnership/corporation

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

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4. Identify all subcontractors that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

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5. Bidders will answer the following questions: (The word “you” refers any individual, partnership, partner and/or corporation and it’s officers.)

a. Have you ever failed to complete any work awarded to you? \_\_\_\_\_

If yes, state where and why \_\_\_\_\_

b. Have you ever been affiliated with some other organization that failed to complete a contract? \_\_\_\_\_

If yes, state name of individual and reason therefore. \_\_\_\_\_

---

c. With what other businesses are you affiliated? \_\_\_\_\_

d. Please list all persons who will supervise the work under the Contract. \_\_\_\_\_

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e. Identify all personnel who will be employed to prosecute the work described in the Contract Documents and list their hourly rate.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

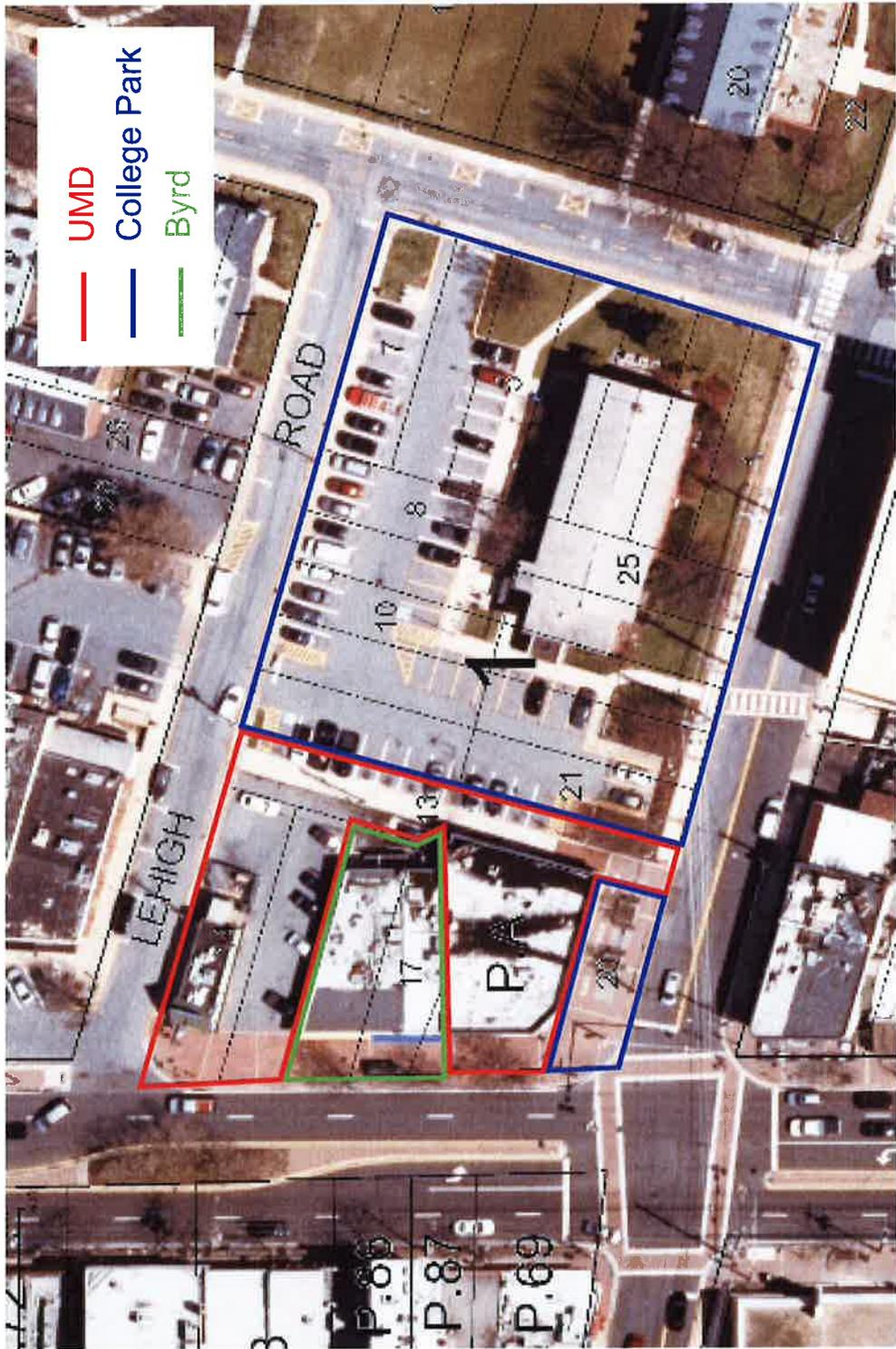
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Name of company/individual

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

**EXHIBIT A**

PROJECT SITE MAP



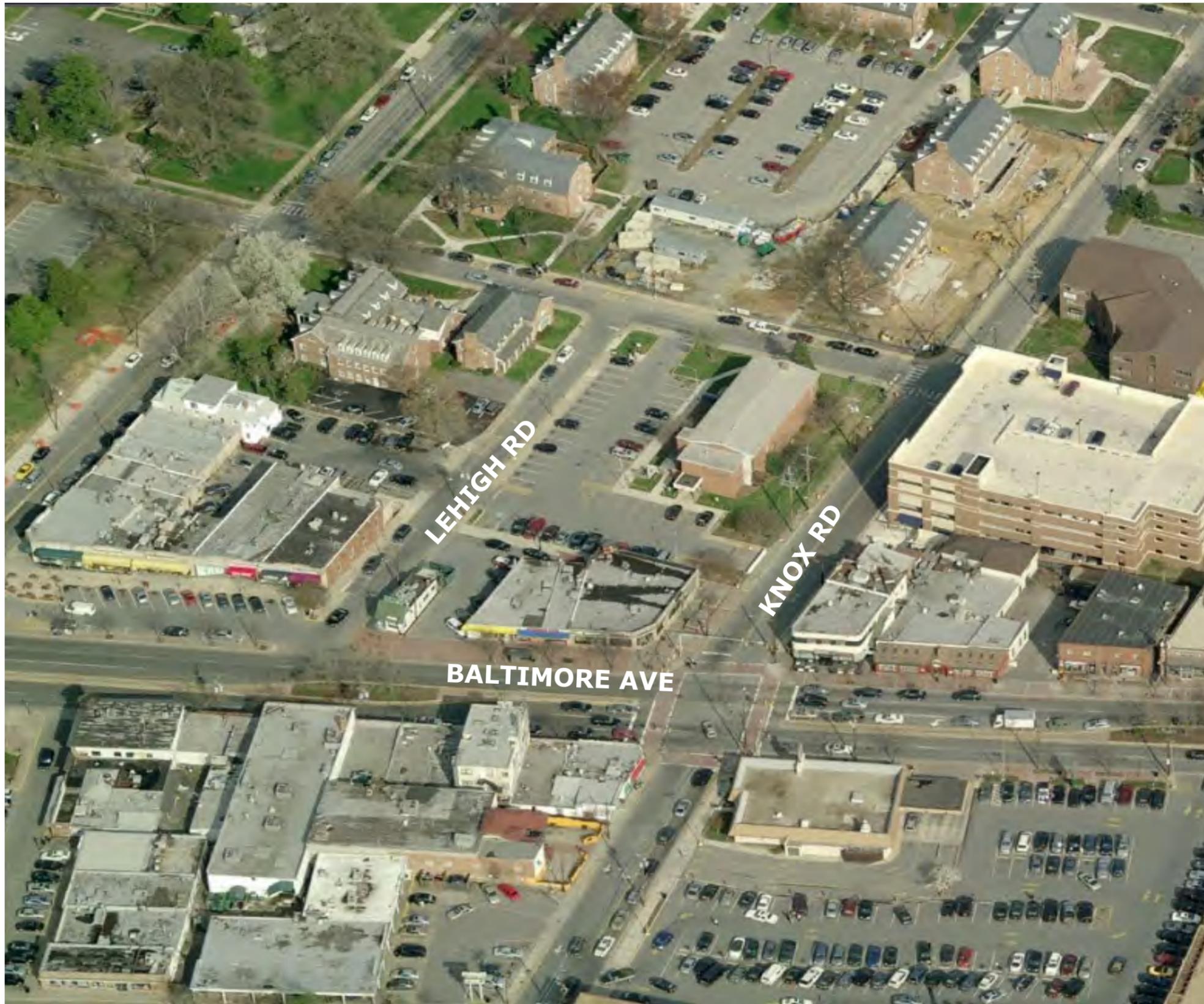
tabbles®

EXHIBIT

A

**EXHIBIT B**

PRELIMINARY DESIGN CONCEPT

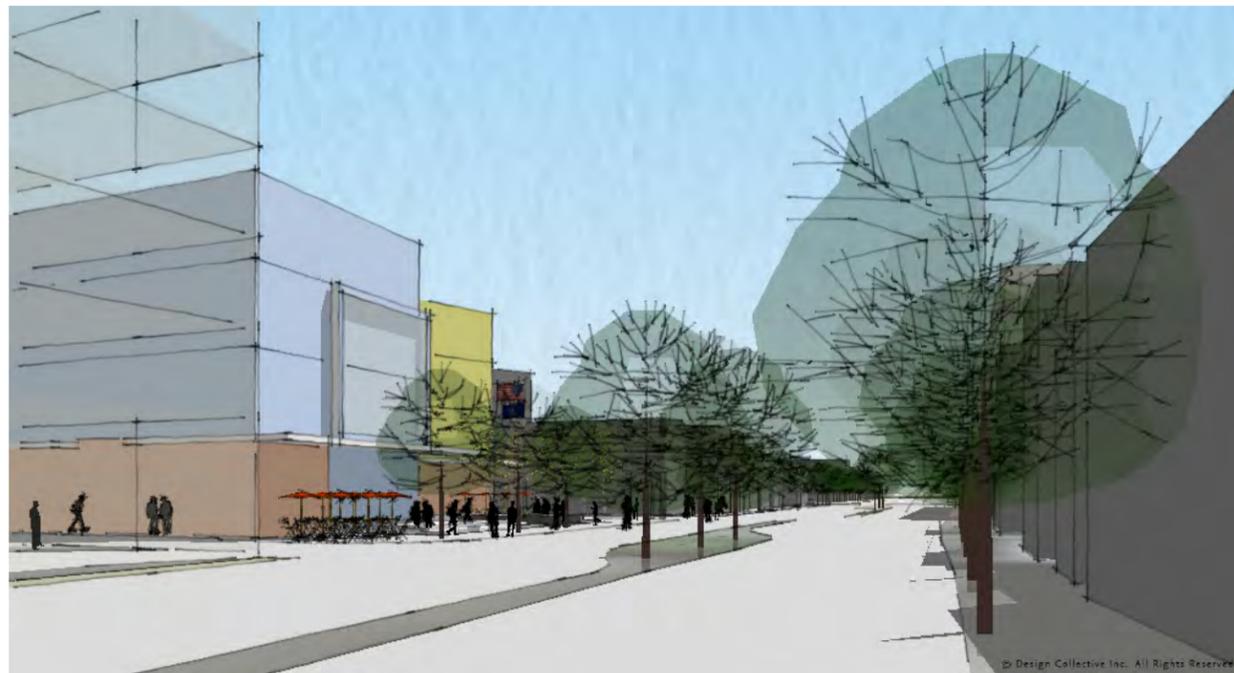




CURRENT CONTEXT



FUTURE CONTEXT



VIEW FROM NORTH APPROACH, BALT. AVE.

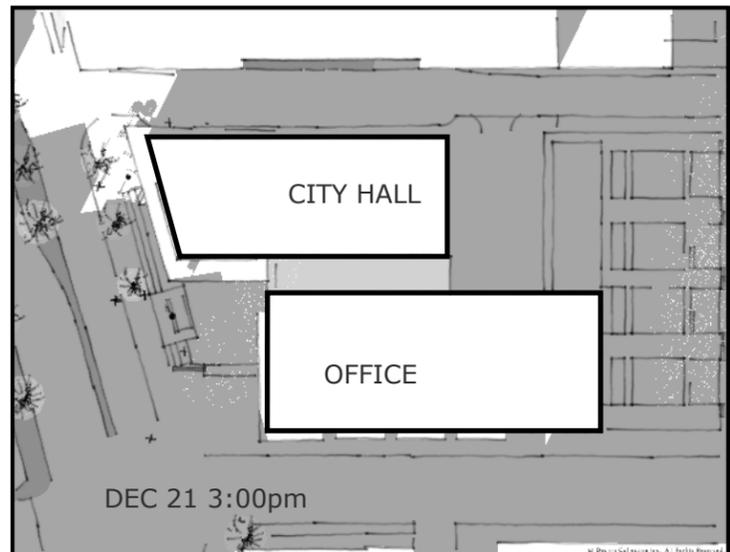
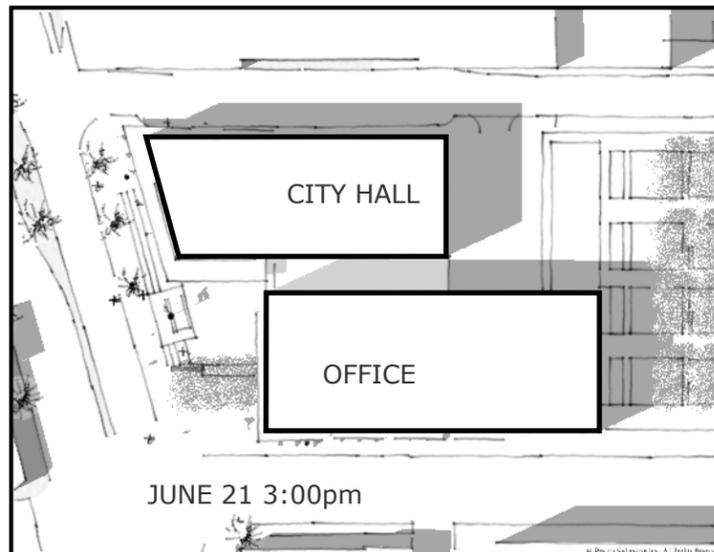
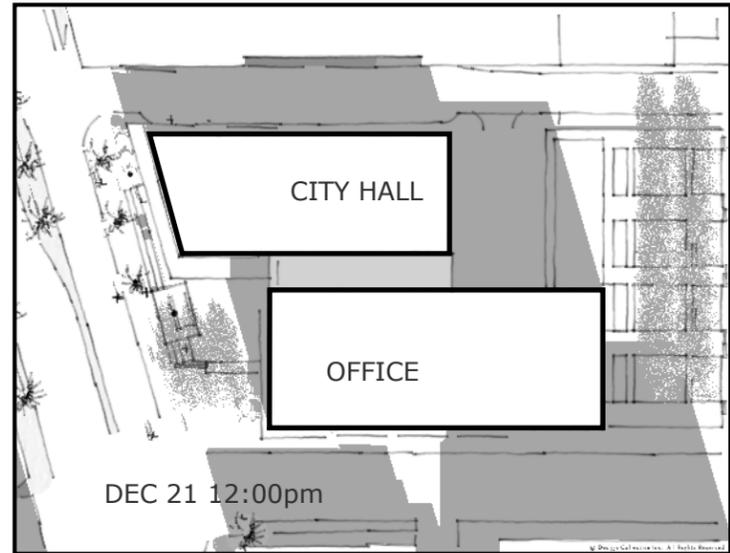
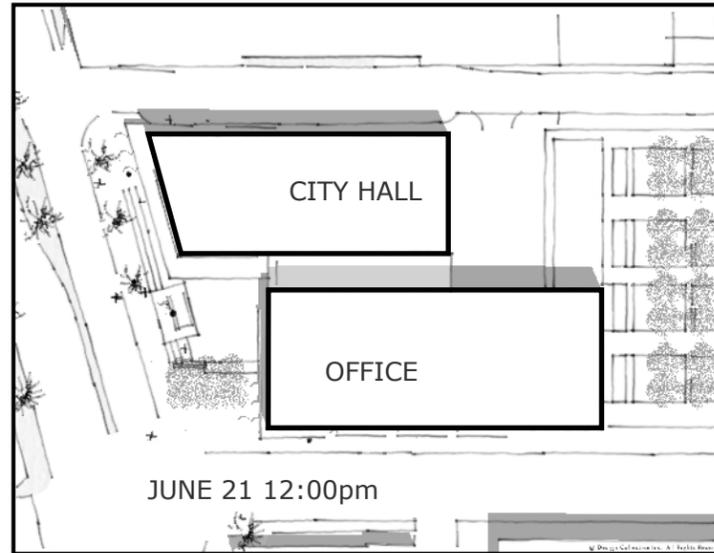
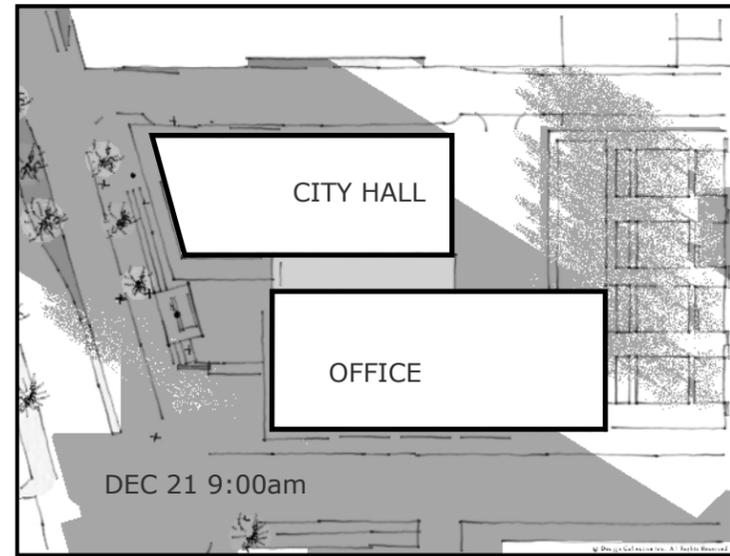
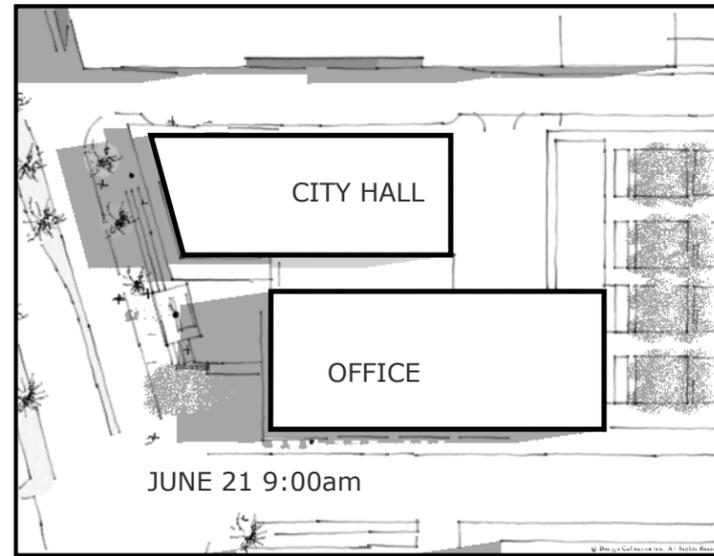
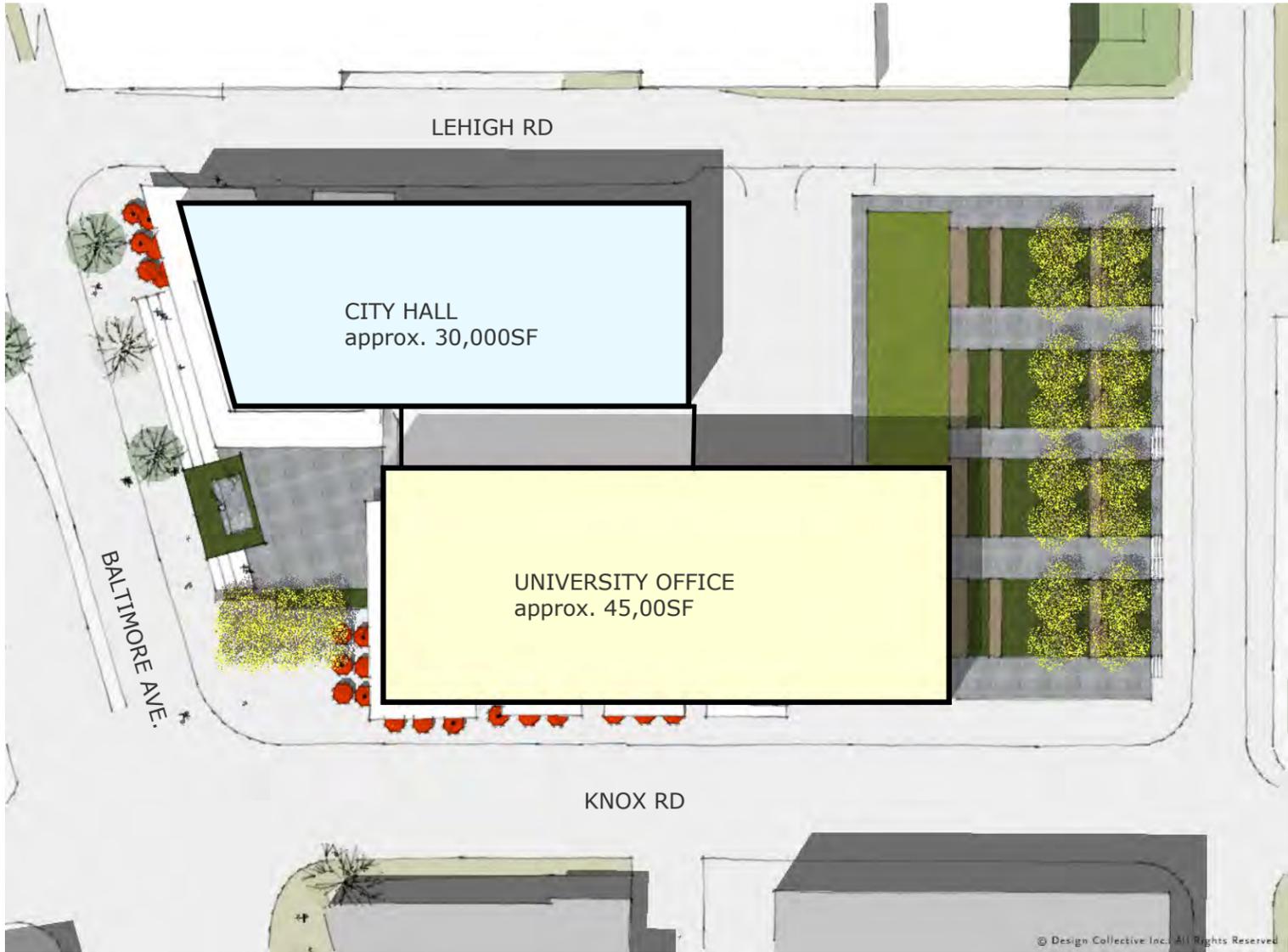


VIEW FROM SOUTH APPROACH, BALT. AVE.

## OPTION 2

Mixed uses in one building- City Hall and Univ. Office.  
 Uses share a central circulation link and both have  
 presence on Route 1.  
 Plaza at Baltimore Ave. & Knox.

ALL WORK © DESIGN COLLECTIVE, INC.



**OPTION 2**

Mixed uses in one building- City Hall and Univ. Office.  
 Uses share a central circulation link and both have presence on Route 1.  
 Plaza at Baltimore Ave. & Knox.

**RFP CP-18-04**  
**Architect Design Services**  
**Addendum #1**  
March 30, 2018

Question: Will the City be providing a proposed program or administration complex for the separate administration buildings?

Answer: An initial program analysis for the City Hall portion of the project that was prepared in 2011 is attached to this Addendum. Note that the attached program does NOT include the City Council hearing room, but such a room will be required. No such analysis has been prepared for the University building, other than it will contain ground floor retail and upper level office spaces.

Question: If the qualifications of consultants are to be included, should we use the list of disciplines in section 4 on page 6 of the contract as the list of consultants we should include?

Answer: Yes, with the exception of civil engineer, traffic engineer, environmental engineer, and cost estimator. These disciplines will be contracted by the City.

Question: Should the fee proposal be solely for architecture and interiors (and separately for FF&E) or should it include consultants? Is any type of breakout requested for the fee?

Answer: Your fee proposal should include all of your consultants with the exception of civil engineer, traffic engineer and environmental engineer. These disciplines will be contracted by the City. A fee breakout for audio/visual/lighting in the Council chambers is requested. Otherwise, no fee breakout is required, but you may submit your fee in that manner if you prefer.

Question: Does “branding” refer solely to that of the building and its wayfinding and signage, or is there more scope to that effort?

Answer: Branding refers to project and building signage and wayfinding.

Question: What is the estimated construction budget for this project, including site work?

Answer: The estimated total project cost, inclusive of soft costs, is \$30.5M. We do not have a breakout of only hard costs.

Question: Which engineering consulting services should be included in this proposal?

Answer: All consultant services listed in the RFP should be included, as well as others if you believe they are necessary. The City will be contracting directly with a civil engineer, traffic engineer, environmental engineer, cost estimator, and construction manager.

Question: Do fees need to be broken down and if so how?

Answer: A fee breakout for audio/visual/lighting in the Council chambers is requested. Otherwise, no fee breakout is required, but you may submit your fee in that manner if you prefer.

Question: Are there any prohibitions to include faculty from the University of Maryland when proposing on this project? For transparency, what is the preferred method to disclose this information?

Answer: University of Maryland faculty are not prohibited from proposing on this project. Disclose any such affiliations in your response.

Question: Provisions for liquidated damages for failure to comply with the set Contract Time is referenced in 'Section 2. Project Schedule', this provision is not referenced in the Architect contract attached with the RFP, which terms prevail?

Answer: There will be no liquidated damages provision.

Question: In Section 9. Execution of the Contract, terms regarding performance bond are outlined, however, there is no reference to this in the Architect contract attached, which terms prevail?

Answer: A performance bond will not be required.

Question: Is there an MBE requirement for the AE team?

Answer: There is no MBE requirement, though it is encouraged.

Question: Is there a target project schedule?

Answer: We will engage the project consultants immediately upon selection, and the schedule will be prepared with input from the development and consulting teams.

Question: Can you identify the hard construction cost budget?

Answer: The estimated total project cost, inclusive of soft costs, is \$30.5M. We do not have a breakout of only hard costs.

Question: The proposal asks us to identify the subcontractors we will use on the project. Do you want to see resumes or relevant experience from the consultants?

Answer: Yes.

Question: Does the AE scope of work include the tenant fit out of both City Hall and the UMCP office building?

Answer: Yes.

Question: Can you confirm the retail space is to be designed as cold dark shell?

Answer: Yes, tenant fit out of the retail space is excluded.

Question: Can you provide a space program for the project?

Answer: An initial program analysis for the City Hall portion of the project that was prepared in 2011 is attached to this Addendum. Note that the attached program does NOT include the City Council hearing room, but such a room will be required. No such analysis has been prepared for the University building, other than it will contain ground floor retail and upper level office spaces.

Question: Can you identify the tenants that will likely occupy the UMCP office building?

Answer: Not at this time, but likely UMCP administrative uses.

Question: How will the construction be procured? Bid to a GC? Or will a CM be on board during the design?

Answer: The parties have agreed to a hybrid competitive negotiation process for this development, subject to procurement requirements, whereby a short list of general contractors is selected after the design team is awarded a contract, with a goal of bringing more real time pricing and value engineering into the process at an earlier stage and establishing a guaranteed maximum price. Upon completion of the Schematic Design, a third-party cost estimator will provide a comprehensive estimate of the project construction costs to ensure that the design direction is on budget. Upon completion of Design

Development, the short-listed general contractors will provide an estimate for construction, which is updated through the construction documents phase. The general contractor is finally selected at the completion of the construction documents phase.

Question: Do we provide a cost estimator and if so at what points during the design phase are estimates required?

Answer: The City will be contracting directly with a cost estimator.

Question: Who procures the Commissioning agent, the Owner or AE?

Answer: AE.

Question: We were wondering if there was a preproposal meeting for this as we couldn't find one in the RFP.

Answer: There is no preproposal meeting.

Question: Project budget references 30.5 million. Please confirm that this is the total construction budget, i.e. excludes soft costs.

Answer: The estimated total project cost, inclusive of soft costs, is \$30.5M. We do not have a breakout of only hard costs.

Question: Should we include a proposal for fundamental commissioning of the building per LEED v4 requirements?

Answer: Yes.

Question: Is there a stated project construction budget and if so, can it be shared with the bidders?

Answer: The estimated total project cost, inclusive of soft costs, is \$30.5M. We do not have a breakout of only hard costs.

Question: Can you provide more detail on the space program for the project? (this will help in fine-tuning our price bid)

Answer: An initial program analysis for the City Hall portion of the project that was prepared in 2011 is attached to this Addendum. Note that the attached program does NOT include the City Council hearing room, but such a room will be required. No such analysis has been prepared for the University building, other than it will contain ground floor retail and upper level office spaces.

Question: Is there more specific definition for the branding scope that can be shared?

Answer: Branding refers to project and building signage and wayfinding.

Question: Is the selection, specifications, and contractor procurement of the TV studio broadcast and control room equipment included in the project and A/E scope? Are there any other specialty AV spaces anticipated?

Answer: Yes, this is in the project and A/E scope. The City Council meeting/hearing room is the primary space using significant A/V. The A/V for the City Council meeting/hearing room supports the production, live broadcast and playback of Council meetings on City cable channels and on the City website.

Question: It is not explicitly clear if the City would like us to present a full team of consultants (Landscape, MEP, Structural, etc.). Can you please confirm and tell us what disciplines we should include?

Answer: All consultant services listed in the RFP should be included, as well as others if you believe they are necessary. The City will be contracting directly with a civil engineer, traffic engineer, environmental engineer, cost estimator, and construction manager.

Question: Is the City open to an Architect of Record/Design Architect arrangement for design services?

Answer: Yes.

Question: The RFP indicates that the project area is about 85,000sf. Can you disclose the approximate construction cost for this City Hall Redevelopment project?

Answer: The estimated total project cost, inclusive of soft costs, is \$30.5M. We do not have a breakout of only hard costs.

Question: Is there a MBE set aside portion?

Answer: There is no MBE requirement, though it is encouraged.



## EXECUTIVE SUMMARY

September 14, 2011

**Project: Program Analysis for  
CITY HALL  
College Park, Maryland**

- 1. Introduction:** This Program Analysis is an effort to derive the general qualitative and quantitative spatial needs for a combined facility proposed to house the Mayor and Council, Administrative, Finance, Information Services, Human Resources, Planning and Public Services Departments for the time period from the present to 10 years into the future.

Growth and change within each division and department over this 10-year time frame will result from several external stimuli:

- An increase in individual Departmental responsibilities (e.g. increasing needs in access and distribution of public information, different types of inspections)
- An increase in basic workload (e.g. more work generated for law enforcement and for the Permits Department as the City population increases)
- An increase in the need for confidentiality within Departments (in particular Human Resources and Administration), requiring greater segregation of public and inter-departmental interaction, and greater security for storage of records
- An increasing need for small meeting spaces for meetings requiring a "neutral" or no-threatening atmosphere
- A change in technology relating to information gathering, recording or retaining data, and overall record retention (e.g. enhancement of the Information Systems components, creation of a separate IT Department, and increasing pressure to scan records for ease of storage and retrieval)

This last group of stimuli may result in an actual decrease in required area since one of the fastest growth areas for each Department is growth in retained records. Scanning files to computer files, and moving hard copies to a secured location off-site could result in a substantial decrease in on-site storage areas.

- 2. Process:** The procedure used for development of the results is typical for this type of analysis:
  - Conduct Interviews with personnel

- Research existing spatial configurations and utilization
  - Research other documents pertaining to future growth and change, and relationship to the space needs
  - Analyze existing needs versus spaces provided, and projected needs
  - Provide a final tabulation
3. **Results:** Data sheets have been developed for each of the existing personnel and existing and proposed areas for each department tabulated on several spreadsheets, yielding a proposed building gross area of 23,000 square feet in the next 10 years.
4. **General Comments:**
- The City needs to finalize development of a document processing system, and then include that system, either within this proposed facility or at an alternative location. These Departments generate a great deal of paper records, many of which need to remain accessible to the community they serve for years after the work is completed.
  - The large desks in the existing spaces allow for a very generous work area in the typical office space, but a lack of sufficient storage for records (file cabinet or bookcase) generally pushes the occupant to use a larger portion of the desk space for storage than necessary. A more modest desk with additional filing will produce a more efficient working atmosphere.
  - New office space may be arranged more efficiently and effectively than the spaces now occupied by the employees within this study. Shared spaces may include Conference Rooms, public and internal rest rooms, a break area, a Recycling Room and other support spaces. Several of the Departments will need a small individual Conference Room for internal use.
  - The spaces now occupied by the people relocating to this proposed building are generally smaller than each person needs to accomplish their daily tasks. These spaces have been furnished to accommodate the existing office, rather than to fit the individual's needs. We have attached a series of possible furniture layouts for different office sizes. Providing space larger than needed to accomplish goals results in increases in initial construction cost as well as increases in utility and maintenance costs. Providing spaces smaller than required results in a loss of efficiency of the individual.

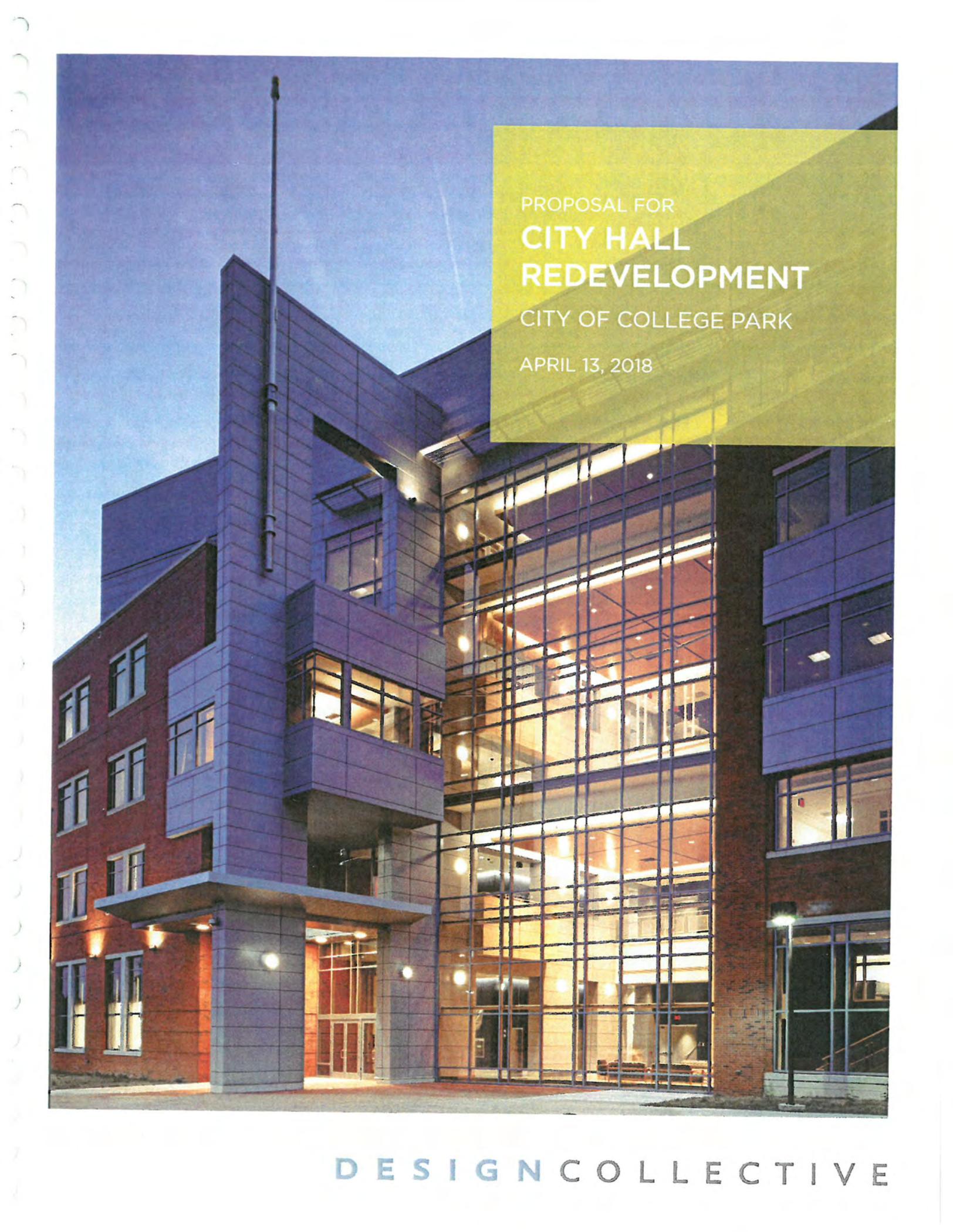
### AREA SUMMARY

Project No: 11-11

#### Program Analysis for City Hall College Park, MD

#### PROGRAM of SPACES - Existing & Proposed Areas

<u>DEPARTMENT</u>	Net to Gross Multiplier by department	<u>EXISTING</u>		<u>PROPOSED</u>	
		Net	Gross	Net	Gross
				Net x 1.33	
Administrative	1.53	605	927	1540	2048.2
Council and Mayor	1.17	2307	2702	3060	4069.8
Finance	1.36	801	1093	1350	1795.5
Human Resources	1.53	243	372	720	957.6
Information Systems	1.50	342	513	610	811.3
Planning	1.48	871	1285	1105	1469.65
Public Services	1.27	1637	2082	2320	3085.6
Shared Spaces	1.14	787	900	1670	2221.1
Support Spaces	2.35	1976	4653	4126	5487.58
	Subtotal	9569	14527	16501	21946.3
	Area Required			16501	21946.3
	Say			17000	23000
Ground Floor			4249		
First Floor			4193		
Second Floor			4056		
Subtotal Gross Square Feet			12498		
Annex			2029.1		
Total Gross Square Feet			14527		



PROPOSAL FOR  
**CITY HALL  
REDEVELOPMENT**

CITY OF COLLEGE PARK

APRIL 13, 2018

DESIGN COLLECTIVE

ARCHITECTURE  
PLANNING  
INTERIORS  
LANDSCAPE ARCHITECTURE  
GRAPHICS  
ARCHITECTURE  
PLANNING  
INTERIORS  
LANDSCAPE ARCHITECTURE  
GRAPHICS  
ARCHITECTURE  
PLANNING  
INTERIORS  
LANDSCAPE ARCHITECTURE  
GRAPHICS

[WWW.DESIGNCOLLECTIVE.COM](http://WWW.DESIGNCOLLECTIVE.COM)

601 East Pratt Street, Suite 300  
Baltimore, Maryland 21202  
Tel 410.685.6655  
Fax 410.539.6242

April 13, 2018

Finance Department  
City of College Park  
4500 Knox Road  
College Park, MD 20740

RE: Proposal to provide Architectural Consulting Services  
City Hall - College Park, Maryland

To the Distinguished Members of the Selection Committee,

On behalf of the Design Collective Team, I am pleased to submit our A-E Proposal to provide architectural design and consulting services for the design of the new City Hall in College Park, Maryland. We have enjoyed a highly successful and long-term relationship with, both, the City of College Park and the University of Maryland on several projects over many years, most recently on the planning for this new City Hall and University Building. Through this experience, we firmly believe that Design Collective is best positioned to build on our familiarity with the stakeholders, long-term plans for the site and surrounding area, specific site constraints, and review and approval processes, to create a new vibrant, anchor building and open space on Baltimore Avenue (Route 1). We look forward to supporting the City and its partners in the realization of this truly amazing project and bringing it to its fullest potential.

Design Collective combines a unique blend of disciplines with experience planning and designing a wide array of building types — civic, university office, retail and open space — particularly through mixed-use development. In the body of our proposal, we share several relevant office and civic projects where Design Collective has thrived in the lead role, not just designing attractive, efficient buildings but place-making in a way that creates inviting and memorable urban environments that are successful on many levels. Through these projects, we have thrived in coordinating information and workflow amongst large consultant teams. We also have a proven track record achieving aggressive schedules, incorporating our client's decision-making feedback into functional, cost-effective and award-winning design solutions, as well as delivering technically-superior documents within the given project parameters.

In summary, the body of our proposal contains our qualifications, a description of our work plan and project approach, our fee proposal for architectural and select engineering services, an organizational chart and our responses to the criteria requested in your Request for Proposal. We believe you will find us eminently qualified for this project and we encourage you to call us with any questions or comments as you review this material.

As an employee-owned firm that was founded and headquartered in Maryland, we have many graduates of the architecture, urban design and landscape architecture program from the University of Maryland. We are all truly excited about the prospect of partnering with the City of College Park, the University of Maryland and Redgate Real Estate Advisors to improve the quality of the built environment along Baltimore Avenue, for the benefit of the City, its residents, visitors and our Alma Mater.

We thank you for considering Design Collective and look forward to hearing from you regarding potential next steps.

Sincerely,



Matthew T. Herbert, AIA, NCARB, LEED AP  
Principal

DESIGN COLLECTIVE

ARCHITECTURE, PLANNING,  
INTERIORS, LANDSCAPE  
ARCHITECTURE, GRAPHICS

601 EAST PRATT STREET,  
SUITE 300  
BALTIMORE, MARYLAND 21202

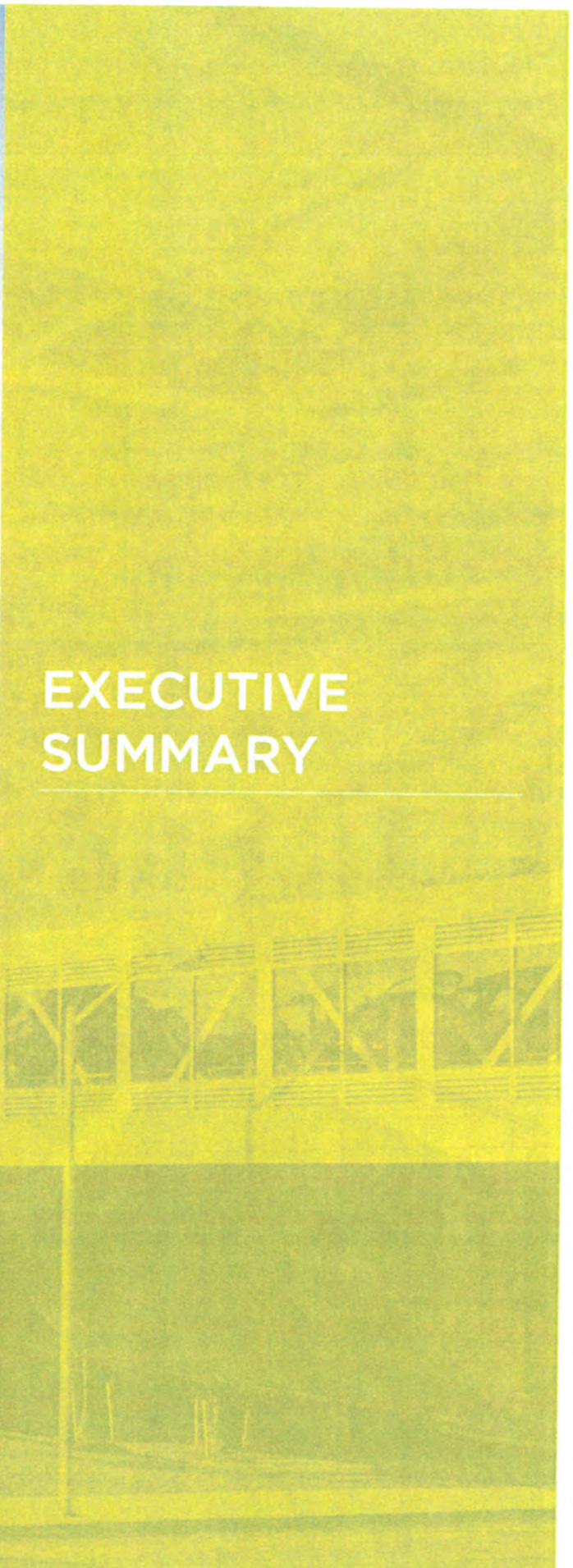
T: 410.685.6655 F: 410.539.6242  
WWW.DESIGNCOLLECTIVE.COM





# EXECUTIVE SUMMARY

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# EXECUTIVE SUMMARY

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Design Collective is an employee-owned multi-disciplinary design firm headquartered in Maryland. With over 80 employees, more than half graduated from the University of Maryland in College Park, including two of our firm's co-founders. Over the last 40 years of our firm's practice, we have played a role in the transformation of College Park and the University of Maryland campus, as well as many other parts of Prince George's County, to create places where people want to live, learn, work and play, and that contribute to the area's growth and regional economic development. We are excited to have this opportunity to propose on the City Hall project that we worked in partnership with the City and the University to develop over the past two-(2) years.

Design Collective combines a unique blend of disciplines with experience planning and designing a wide array of building types, particularly through mixed-use development. Our relevant experience includes:

- » Experience designing Civic and Public Buildings
- » Experience designing Modern Work Environments
- » Experience designing University Administration Facilities
- » Experience designing Public Open Spaces
- » Experience working in College Park and Greater Prince George's County
- » Experience working with M-NCCPC Review and Approval Processes

## A MULTI-DISCIPLINARY APPROACH

Our experience working on developer-driven projects and public-private partnerships in multiple project sectors allows us to apply a true multi-disciplinary approach to our projects. Our integrated urban design, landscape, interior architecture and architecture studios have experience working together efficiently in addressing the project goals against the constraints to deliver a successful project on time and on budget. The seamless integration of these disciplines in a single studio environment ensures concise communications with the client and rigorous design continuity between the interior and exterior base building and outdoor spaces.

## TEAM EXPERIENCE & EXPERTISE

Our proposed team of professionals average 18 years of experience and experience working together in a wide variety of combinations. We have a unique portfolio of projects on and around campus that blend the civic place-making central to this proposal with the challenges of efficient, cost-conscious construction.

Our experience working in multiple sectors allows us to cross pollenate ideas from one project type to another, developing thoughtful and creative solutions to each project. Each of our proposed key personnel have worked on civic buildings, university buildings and office buildings in mixed-use settings.

## PROVEN DELIVERY METHODS & EXPERIENCE

Per the RFP, we will work with the project stakeholders to develop the program and schedule, then working will all parties guide the team to a successful delivery. Working with your team, we will meet with key City, County and M-NCCPPC stakeholders during the design process to identify potential pitfalls early and quickly resolve issues that arise to ensure that we deliver on budget and on schedule. Our extensive experience in and around campus and throughout Prince George's County qualifies us to work efficiently and effectively to deliver permit drawings on schedule. We have been successful doing this on the Hampton Park office project working with the County and M-NCCPC, as well as the agencies that will be occupying the building, once construction is complete.

Our expertise using Revit 360 to LOD 300 allows us to streamline coordination and more effectively integrate our A/E team's construction documents. QA/QC is accomplished with an in-house team. These reviews typically start during Design Development phase documentation. This is accomplished by the same staff from the initial programing all the way through construction to the ribbon cutting, to ensure continuity of knowledge and that the project goals are protected, maintained and realized.

## AWARD-WINNING & SUSTAINABLE DESIGN

Design Collective has been repeatedly recognized with over 350 design awards for our thoughtful and appropriate response to site, scale and context, while creating a true sense of place. We have also successfully guided 33 projects through USGBC LEED Certification processes, including a Platinum-Certified Office Building. We are well-versed in sustainable design solutions that will help you balance and optimize first costs with near and long-term savings.

In summary, Design Collective brings a passion for partnering with our clients to deliver successful projects. We are excited to build on the work we started with the City and the University to make College Park and Baltimore Avenue a vibrant and dynamic environment befitting of the community and the institution.



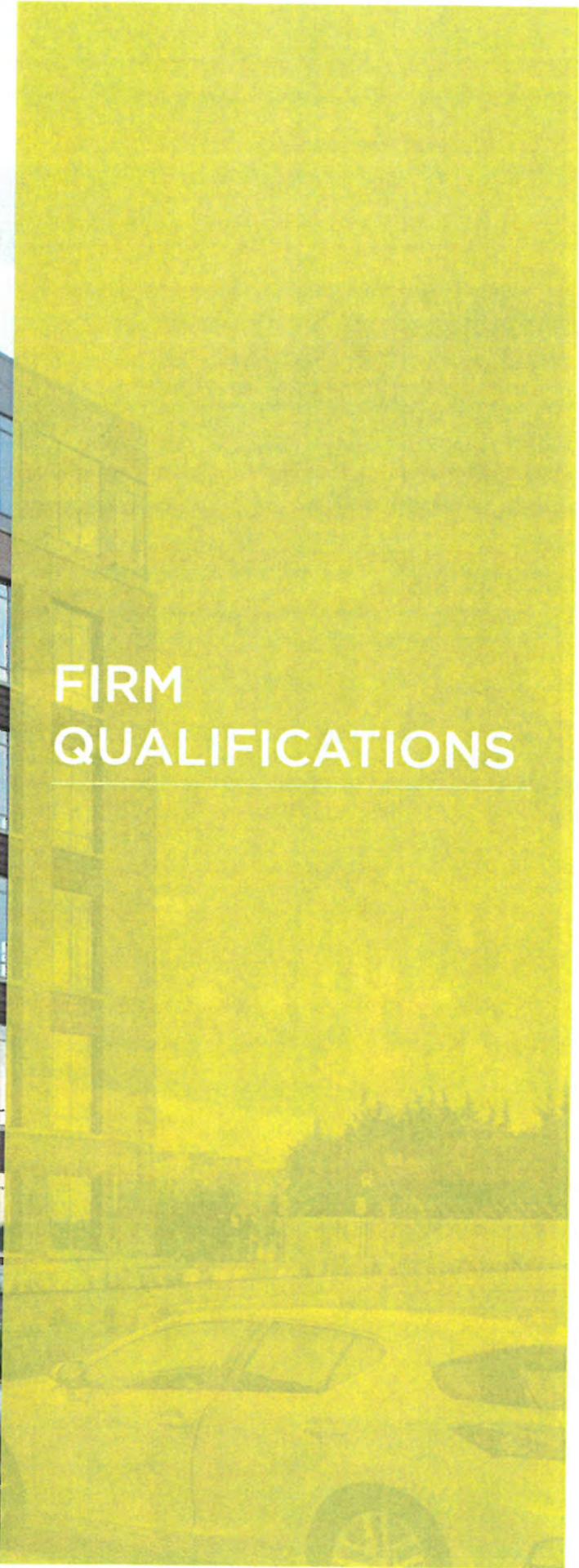
DURAPAK  
CO. INC.  
VAC PAC  
CO. INC.

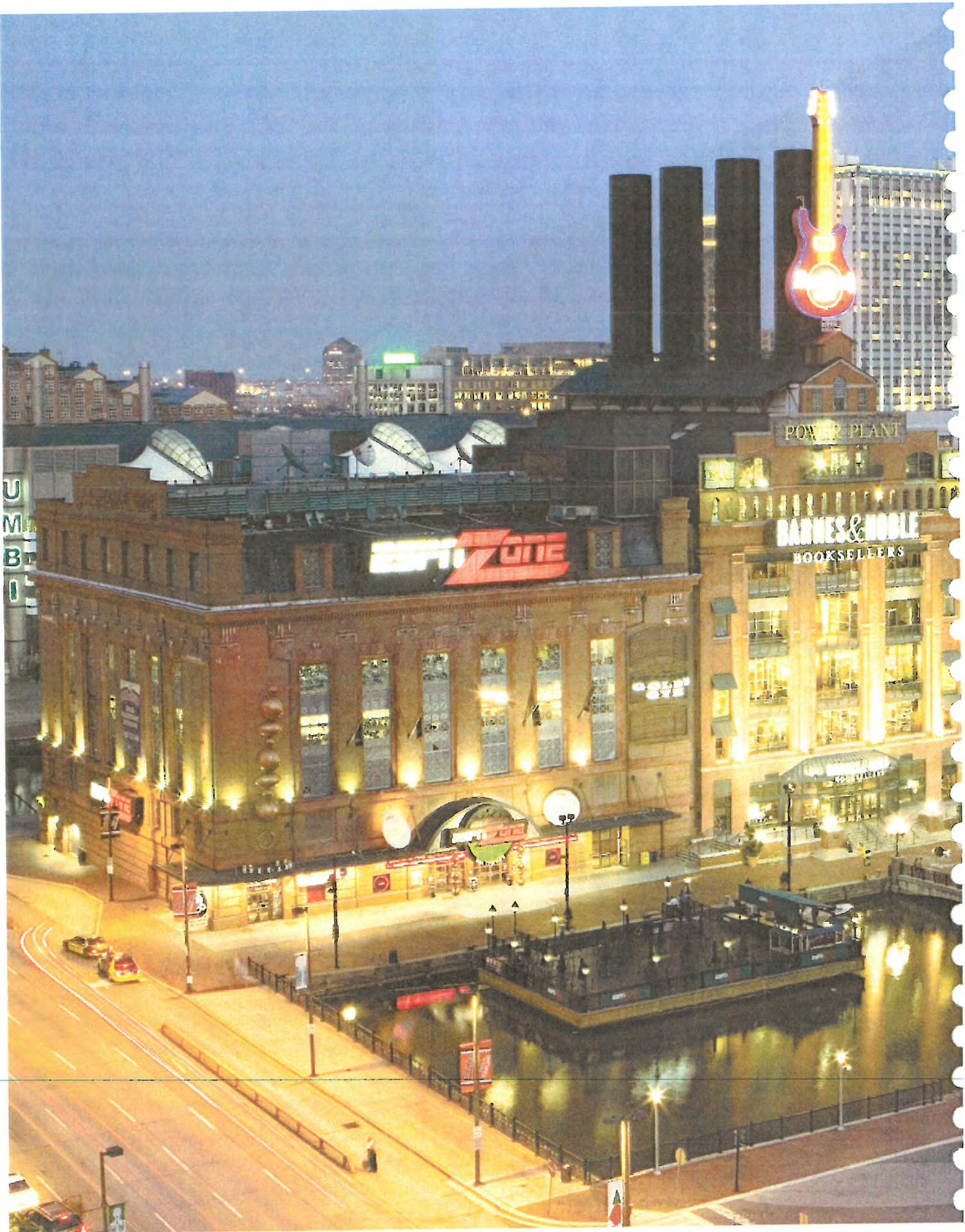
126 WEST BOSTON STREET



# FIRM QUALIFICATIONS

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# 40

## YEARS OF INNOVATIVE AND COMPREHENSIVE DESIGN SOLUTIONS

Founded in 1978, Design Collective is an 80+ person multi-disciplinary design firm located in Baltimore, Maryland. The firm's diverse national practice includes a broad range of project types and design commissions in over 30 states, and international projects in Europe, Asia, South America and Africa.

Design Collective offers expertise, leadership, and design innovation in the disciplines of planning, architecture, interiors, landscape architecture, and environmental graphics and signage. For many of our clients, these design disciplines coalesce to create imaginative, realistic and seamlessly-integrated mixed-use planning and design solutions. Our more than 350 awards for planning and design excellence are a testament to our approach and the quality of our work.

#### OFFICE LOCATION

601 East Pratt Street, Suite 300  
Baltimore, Maryland 21202  
☎ 410.685.6655

#### WEBSITE

[www.designcollective.com](http://www.designcollective.com)

#### SERVICES

- Architecture
- Urban Design & Planning
- Landscape Architecture
- Interiors
- Environmental Signage & Graphics

#### CORE COMPETENCIES

- Urban Design & Infill Development
- Mixed-Use Multi-Family
- Urban Open Space



**300+**  
DESIGN AWARDS



**33**  
LEED PROJECTS



**40**  
YEARS IN BUSINESS



REGISTERED IN  
**28** STATES



**80+**  
EMPLOYEES

# FIRM QUALIFICATIONS

## 5.2A PROJECT EXPERIENCE

In the following pages, we have provided several project descriptions and case studies performed by members of our project team that are relevant to the scope, scale and programmatic components of the City Hall and University Building.

## 5.2.B PRINCE GEORGE'S COUNTY EXPERIENCE

Design Collective is currently working on two projects in Prince George's County that are directly related to the City Hall and University Building.

Our team is actively working on the Hampton Park project in Capitol Heights, Maryland which is a mixed use development consisting of a county office building, a 125-key hotel, a 200-unit residential building and several retail buildings. This project went through the Detailed Site Plan process within the county in conjunction with Maryland-National Capital Part and Planning Commission.

The development process involved the creation of site plans, landscape plans showing planting and lighting, forest conservation plan and the supporting architectural documents. The architectural requirements for the DSP submission included plans of each proposed building and elevations of all four sides of each individual building. Building elevations included proposed materials, heights and signage location and size. The DSP process takes several months and will involve a series of meetings with the county, public posting on the site and a public hearing to get final approvals to move the project forward.

Permitting in Prince George's County is administered through the Department of Permitting, Inspections and Enforcement (DPIE). The County utilizes an approved pool of peer reviewers to expedite the review process in lieu of County staff. Reviewers are used for civil, structural, architectural, MEP and fire protection reviewers and the involvement of these peer reviewers can cut the approval timeframe in half. Projects in Prince George's County also need to provide a Fire Protection Design Evaluation Report which is to be submitted to the peer reviewer with the permit package. Once all comments from the peer reviewer are resolved, the project is submitted electronically to DPIE. Approval using this process is expected in 7-10 days after submission.

Design Collective is also working with the City of New Carrollton on the phased renovation of its Municipal Center renovations. The project consists of: reviewing overall building efficiency and suggest limited interior renovations to help with flow and efficiency of the space; relocating the existing Council Chambers; renovation to the building entrance finishes and layout befitting of a "City Hall"; Installing operable partitions (to create four sub-areas) in the multipurpose room; recommendations and design for the creation of office space; recommendations and design for potential reconfiguration of existing administrative office space for conference room and storage; and new finishes for the building including paint, carpet and flooring;

## PROJECTS WITHIN LAST 7 YEARS

- » **City Hall Planning Project - City of College Park-University Partnership**  
*College Park, MD*
- » **Route 1 Corridor Redevelopment Plan - City of College Park-University Partnership**  
*College Park, MD*
- » **Hampton Park County Office Building & Mixed-Use Development - Velocity Capital**  
*Largo, MD*
- » **Municipal Center Renovation - City of New Carrollton**  
*College Park, MD*
- » **Student Faculty Services Center - University of Maryland University College**  
*College Park, MD*
- » **Admissions, Operations & Enrollment Center - University of Maryland University College**  
*College Park, MD*
- » **Quality Inn Site Redevelopment - The Bozzuto Group**  
*College Park, MD*
- » **College Park-Riverdale Park Transit District Development Plan, M-NCPPC**  
*College Park, MD*
- » **Largo Town Center Plan, M-NCPPC**  
*College Park, MD*
- » **Capital Centre Redevelopment - RPAI, Inc.**  
*College Park, MD*
- » **The Sanctuary at Kingdom Square - Costello Construction**  
*Upper Marlboro, MD*



- » **Solar Pannel Arrays for Parking Garages - University of Maryland College Park**  
*College Park, MD*
- » **Computer Science Building Program - University of Maryland College Park**  
*College Park, MD*
- » **Easton Hall Renovation - University of Maryland College Park**  
*College Park, MD*
- » **Denton Hall Renovation - University of Maryland College Park**  
*College Park, MD*
- » **Patterson Hall Renovation - University of Maryland College Park**  
*College Park, MD*
- » **Cambrige Hall Renovation - University of Maryland College Park**  
*College Park, MD*
- » **East Campus Design Guidelines - University of Maryland College Park**  
*College Park, MD*
- » **South Campus Commons - University of Maryland College Park**  
*College Park, MD*
- » **Purple Line Corridor Access Study - M-NCPPC**  
*College Park, MD*
- » **5825 M Square - Corporate Office Property Trust**  
*College Park, MD*
- » **5850 M Square - Corporate Office Property Trust**  
*College Park, MD*

- » **Riverdale Park and Beacon Heights Sector Plan - M-NCPPC**  
*College Park, MD*
- » **Elkton Hall Renovation - University of Maryland College Park**  
*College Park, MD*

#### PROJECTS GREATER THAN 7 YEARS

- » **2020 Facility Master Plan Update - University of Maryland College Park**  
*College Park, MD*
- » **Washington Quad - University of Maryland College Park**  
*College Park, MD*
- » **Comcast Center Parking Garage - University of Maryland College Park**  
*College Park, MD*
- » **Comcast Arena University of Maryland College Park**  
*College Park, MD*
- » **Fraternity and Sorority Houses Renovation - University of Maryland College Park**  
*College Park, MD*
- » **Chemistry Building Addition and Renovation - University of Maryland College Park**  
*College Park, MD*
- » **University of Maryland, University College - 1601 McCormick Drive**  
*Largo, MD*
- » **Largo Town Center - MNCPPC**  
*Largo, MD*

# COLLEGE PARK CITY HALL CONCEPT

THE CITY OF COLLEGE PARK  
COLLEGE PARK, MARYLAND

COMPLETION  
2015

COST  
\$21,237

SIZE  
30,000 SF City Hall  
45,000 SF University Office Building

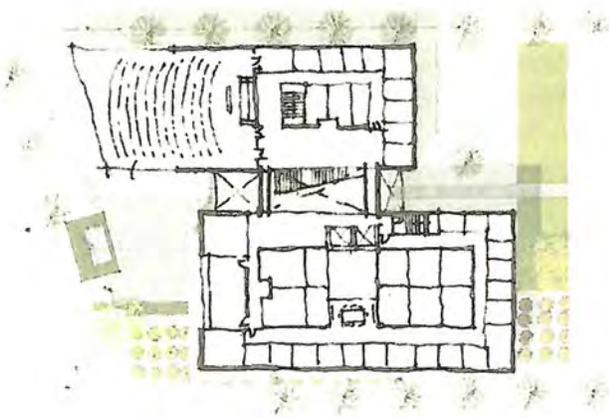
## PROJECT RELEVANCIES

- Civic Building
- Office Building
- University Facility
- Mixed-Use Building
- Work Environment
- Public Open Space
- Experience in College Park
- Experience in Prince George's County

## PROGRAM SIMILARITIES:

- Public Lobby/Atrium Space
- Public Transaction Areas
- Multi-purpose/Hearing Room
- Flexible Meeting & Conference Facilities
- Office Space
- State-of-the-Art AV Capabilities
- Recording Studio
- Public Art
- Programmable Outdoor Space
- Retail

For a better understanding of the concept and needs for the redevelopment of a key block in downtown College Park, Design Collective was engaged to prepare a preliminary conceptual design as well as an analysis of the spatial needs for the project. The vision for the project includes a Class-A City Hall and University Office Building totaling approximately 85,000 SF with a connecting atrium, first floor retail and a prominent public plaza.





# PROJECT TEAM

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# DESIGN TEAM

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## STAFFING PLAN

Design Collective has consistently attracted and retained some of the best and brightest architects and design professionals on the East Coast. We have assigned a core team of professionals that truly focus their energies on designing environments in which users can live, work and play. This internal expertise is augmented by the selection of locally-based consultants who are also among the best in their respective fields.

Together, this specific group that we are proposing has worked together in a variety of combinations on numerous comparable projects and are, therefore, familiar with each other's capabilities to perform effectively with a minimal learning curve. Our team's current and projected workload will allow us to assign the proposed staff to the project immediately upon award and maintain adequate staffing levels throughout its course. The adjacent organizational chart illustrates our proposed staffing plan and outlines roles and responsibilities among key disciplines.

**The following team will be able to start working on this project immediately.**





MANAGEMENT

Principal-in-Charge  
**Matt Herbert**  
AIA, LEED AP

DESIGN TEAM

Design Principal  
**Scott Vieth**  
AIA, LEED AP BD+C

Project Manager  
**Meredith Sullivan**  
AIA, LEED BD + C

Planner/Entitlements  
**Matt D'Amico**  
PLA, ASLA

Project Architect  
**Emma Crenshaw**  
AIA

Interior Designer  
**Jennifer McLaughlin**  
CID, IIDA

Landscape Architect  
**Brian Reetz**  
PLA, ASLA

Sustainability Expert  
**Seonhee Kim**  
AIA, LEED AP BD+C

CONSULTANTS

MEP ENGINEER  
Henry Adams

STRUCTURAL ENGINEER  
Cagley & Associates

LIGHTING CONSULTANT  
The Lighting Practice

ENHANCED COMMISSIONING  
Sustainable Building Partners

A/V, ACOUSTICS, SECURITY,  
TELECOM  
Convergent Technologies  
Design Group

PEER REVIEW & FIRE  
PROTECTION  
Koffel Engineers



# MATT HERBERT

AIA, LEED AP

PRINCIPAL-IN-CHARGE

Matt, a Principal with over 17 years of experience, is one of Design Collective's most accomplished technical project managers. He has managed many of the firm's largest and most complex mixed-use, new construction and renovation in-place projects. Matt's extraordinary organization skills and a keen understanding of diverse design and engineering disciplines enables him to effectively coordinate large complex teams including consultants and contractors, where a collaborative approach is key to successful project delivery. Matt has served as project manager for more than \$400 million of built mixed-use projects for developer, university and institutional clients. He serves as a trusted Design Collective studio leader, managing projects requiring large teams while serving as a technical, BIM, and construction systems resource within his studio. He is exceptionally experienced in a variety of delivery methods, including design-build, CM-at-Risk, and design-bid-build.

## EDUCATION

University of Maryland College Park,  
Master of Architecture, 2000

University of Maryland, Historic  
Preservation Certificate, 2000

University of Maryland College Park,  
Bachelor of Science in Architecture,  
1998

## YEARS WITH FIRM

15

## TOTAL YEARS EXPERIENCE

17

## REGISTRATION

Registered Architect: MD  
LEED Accredited Professional

## PROFESSIONAL AFFILIATIONS

- U.S. Green Building Council
- American Institute for Architects

## SELECT PROJECTS + RELEVANT EXPERIENCE

**ONE MERRIWEATHER**  
*Columbia, MD*

**MERKLE CORPORATE HEADQUARTERS**  
*Columbia, MD*

**TOWSON CENTER FOR THE ARTS**  
*Towson, MD*

**STADIUM SQUARE**  
*Baltimore, MD*

**40 WIGHT AVENUE**  
*Hunt Valley, MD*

**MAPLE LAWN COMMUNITY CENTER**  
*Maple Lawn, MD*

**THE KINGSTON**  
*Tysons, VA*

**HAMMERJACKS**  
*Baltimore, MD*

**MAPLE LAWN OFFICE BUILDING 7**  
*Fulton, MD*

**WEBER PROPERTY**  
*Reisterstown, MD*

**EASTPORT MIXED-USE DEVELOPMENT**  
*Eastport, MD*

**ORTHOPAEDIC ASSOCIATES**  
*Catonsville, MD*

**BALLPARK VILLAGE**  
*St. Louis, MO*

**ZURICH/KESWICK CAMPUS, JOHNS  
HOPKINS UNIVERSITY**  
*Baltimore, MD*

**LIVING SEASHORE EXHIBIT, NATIONAL  
AQUARIUM IN BALTIMORE**  
*Baltimore, MD*

**ANIMAL CARE CENTER, NATIONAL  
AQUARIUM IN BALTIMORE**  
*Baltimore, MD*

**UMMS PHASE III SWITCHGEAR ROOM  
EXPANSION**  
*Baltimore, MD*

**MAIN CAFE RENOVATION, NATIONAL  
AQUARIUM IN BALTIMORE**  
*Baltimore, MD*

**KNOTT HARBOR VIEW ROOM, KITCHEN  
AND SERVERY RENOVATION, NATIONAL  
AQUARIUM IN BALTIMORE**  
*Baltimore, MD*

**PIER 4 ROOF RENOVATION/  
REPLACEMENT, NATIONAL AQUARIUM IN  
BALTIMORE**  
*Baltimore, MD*

**LIBRARY AND DINING HALL  
RENOVATION, COMMUNITY COLLEGE OF  
BALTIMORE COUNTY**  
*Dundalk, MD*

**HEALTH AND HUMAN SERVICES  
BUILDING, COPPIN STATE UNIVERSITY**  
*Baltimore, MD*



# SCOTT VIETH

AIA, LEED AP BD+C

DESIGN PRINCIPAL

Scott's professional career spans 30 years of K-12, higher education, student housing, adaptive use, corporate interiors and multi-family housing design. His depth of expertise and experience designing higher education facilities has given him the opportunity to work with many local universities in addition to Towson University, including Johns Hopkins University, University of Maryland, Baltimore, Loyola University, Frostburg University and Howard Community College. As a Principal and Senior Project Designer at Design Collective, Scott provides leadership and design direction to our teams of architects and designers, ensuring design excellence and technical quality in the delivery of our client's projects.

## EDUCATION

Carnegie-Mellon University, Bachelor of Architecture, 1985

## YEARS WITH FIRM

15

## TOTAL YEARS EXPERIENCE

30

## REGISTRATION

Registered Architect: MD

## PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- U.S. Green Building Council

## SELECT PROJECTS + RELEVANT EXPERIENCE

### ADMINISTRATION BUILDING, UNIVERSITY OF MARYLAND

*Baltimore, MD*

### TOWSON CENTER FOR THE ARTS

*Towson, MD*

### ART ACADEMY OF CINCINNATI

*Cincinnati, OH*

### ENGLISH, LANGUAGE, BUSINESS BUILDING, HOWARD COMMUNITY COLLEGE

*Columbia, MD*

### HEALTH & HUMAN SERVICES BUILDING, COPPIN STATE UNIVERSITY

*Baltimore, Maryland*

### VISUAL AND PERFORMING ARTS BUILDING, HOWARD COMMUNITY COLLEGE

*Columbia, MD*

### STUDENT SERVICES BUILDING, HOWARD COMMUNITY COLLEGE

*Columbia, MD*

### DINING HALL AND CONFERENCE CENTER, COPPIN STATE UNIVERSITY

*Baltimore, MD*

### STUDENT UNION ADDITION, TOWSON UNIVERSITY

*Baltimore County, MD*

### CATHOLIC RELIEF SERVICES HEADQUARTERS

*Baltimore, MD*

### RIVERVIEW RESIDENCE HALL, UNIVERSITY OF WISCONSIN

*Milwaukee, WI*

### 307 INTERNATIONAL CIRCLE

*Hunt Valley, MD*

### TIDE POINT

*Baltimore, MD*

### 180S WORLD HEADQUARTERS

*Baltimore, MD*

### THE AMERICAN CAN COMPANY

*Canton, MD*

### STEWART'S BUILDING

*Baltimore, MD*

### THE POWER PLANT

*Baltimore, MD*



# MEREDITH SULLIVAN

AIA, LEED BD + C

PROJECT MANAGER

Meredith is a Senior Associate with Design Collective, and brings 17 years of experience and an impressive portfolio of office buildings academic facilities. Throughout her career, she has been an integral team member for many renovation, addition and new construction projects. Her knowledge of varying construction technologies and project delivery methods has made her an extremely valuable member of our firm while her attention to detail ensures that the integrity of the design is protected throughout the process.

## EDUCATION

Virginia Polytechnic Institute and State University, 2000

## YEARS WITH FIRM

4

## TOTAL YEARS EXPERIENCE

18

## REGISTRATION

Registered Architect: MD, VA, DC

## PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- U.S. Green Building Council

## SELECT PROJECTS + RELEVANT EXPERIENCE

### HAMPTON PARK

*Baltimore, MD*

### NEW CARROLLTON MUNICIPAL CENTER

*New Carrollton, MD*

### TURNER STUDIO RENOVATIONS, JOHNS HOPKINS UNIVERSITY

*Baltimore, MD*

### 40 WIGHT AVENUE

*Hunt Valley, MD*

### 1830 E. MONUMENT 6TH FLOOR OFFICE RENOVATION, JOHNS HOPKINS UNIVERSITY

*Baltimore, MD*

### ACADEMIC/AUDITORIUM BUILDING PART II PROGRAM, ST. MARY'S COLLEGE

*St. Mary's, MD*

### JHPIEGO - BROWNS WHARF EXPANSION

*Baltimore, MD*

### ARLINGTON ELEMENTARY RENOVATIONS/ADDITIONS, BALTIMORE CITY PUBLIC SCHOOLS

*Baltimore, MD*

### PIMLICO ELEMENTARY/MIDDLE RENOVATIONS/ADDITIONS, BALTIMORE CITY PUBLIC SCHOOLS

*Baltimore, MD*

### CALVIN M. RODWELL ELEMENTARY/ MIDDLE SCHOOL FEASIBILITY, BALTIMORE CITY PUBLIC SCHOOLS

*Baltimore, MD*

### JOHN RUHRAH ELEMENTARY/MIDDLE SCHOOL FEASIBILITY, BALTIMORE CITY PUBLIC SCHOOLS

*Baltimore, MD*

### CROSS COUNTRY ELEMENTARY/MIDDLE SCHOOL FEASIBILITY, BALTIMORE CITY PUBLIC SCHOOLS

*Baltimore, MD*

### VICTORY VILLA ELEMENTARY SCHOOL FEASIBILITY, BALTIMORE COUNTY PUBLIC SCHOOLS

*Baltimore, MD*

### MERGENTHALER HALL LAB RENOVATIONS, JOHNS HOPKINS UNIVERSITY

*Baltimore, MD*

### CROFT HALL B20 AND B27 LAB RENOVATIONS, JOHNS HOPKINS UNIVERSITY

*Baltimore, MD*



# MATT D'AMICO

PLA, ASLA

PLANNER/ENTITLEMENTS

Matt is the director of Design Collective's Planning, Urban Design and Landscape Architecture studio. He has built the firm's planning and landscape practice from a small group in 1990 into a nationally recognized planning and design firm, with projects in 12 states and in China, India, and South Africa. Under his leadership, the firm has become known for its visioning, urban design, and public engagement expertise for neighborhood revitalization plans, corridor plans, downtown plans, station area plans, and large, mixed-use master plans over the past 27 years. In recent years, he has led the firm's campus planning and student housing precinct master planning efforts, in many cases helping to reconcile town-gown conflicts between universities and their host towns, cities, and neighborhoods.

Matt is exceptionally experienced in public engagement processes, having facilitated over 100 workshops, charrettes, and visioning sessions. He brings to each project a keen understanding of how economic, market, transportation, traffic, civil, environmental and public policy issues shape master plans. He is an award winning planner and urban designer. His projects have won CNU, ULI, APA, AIA, Smart Growth, and numerous other awards of excellence. Matt speaks frequently at professional conferences, is past President of MD ASLA, and served as adjunct teacher/presenter at The Johns Hopkins School of Real Estate Development.

## EDUCATION

University of Georgia, Master of Landscape Architecture, 1989

Clemson University, Bachelor of Horticulture, 1985

## YEARS WITH FIRM

26

## TOTAL YEARS EXPERIENCE

27

## REGISTRATION

Professional Landscape Architect: MD, CT, IN, IL, NJ, NC, PA, TN, VA

## PROFESSIONAL AFFILIATIONS

- American Planning Association
- Urban Land Institute
- American Society of Landscape Architects
- Congress for New Urbanism
- Society for College and University Planning

## SPEAKING ENGAGEMENTS

- Presenter - APA National Conference, Retrofitting Suburbia, 2010
- Presenter, Montgomery County's Growing Smarter Speaker Series, Infill Development that Works, 2009
- Presenter - APA National Conference, San Antonio, TX, The Challenges of TND: Planning, Design, Approval, and Implementation, 2006

## SELECT PROJECTS + RELEVANT EXPERIENCE

### ROUTE 1 CORRIDOR MASTER PLAN

Baltimore, MD

### HAMPTON PARK

Baltimore, MD

### QUALITY INN SITE ON ROUTE 1

Baltimore, MD

### CRESCENT NEIGHBORHOOD MASTER PLAN

Columbia, MD

### STATE CENTER MASTER PLAN

Baltimore, MD

### BROADCREEK & MOTON CIRCLE NEIGHBORHOOD PLAN

Norfolk, VA

### CENTRAL WEST BALTIMORE

Baltimore, MD

### TOWSON ROW

Towson, MD

### WARFIELD NEIGHBORHOOD

Columbia, MD

### MAPLE LAWN MASTER PLAN

Howard County, MD

### GREENLEIGH MASTER PLAN

Baltimore County, MD

### DOWNTOWN ELKTON MASTER PLAN

Elkton, MD

### CLARKSVILLE PIKE STREETScape PLAN & DESIGN GUIDELINES

Clarksville, MD

### PURPLE LINE CORRIDOR ACCESS STUDY

Prince George's County, MD

### WARFIELD NEIGHBORHOOD

Columbia, MD

### STATE CENTER MASTER PLAN

Baltimore, MD

### ROUTE 1 - COLLEGE PARK CORRIDOR

College Park, MD

### DOWNTOWN COLUMBIA MASTER PLAN

Columbia, MD

### DOWNTOWN PROVIDENCE MASTER PLAN

Providence, RI

### TOWSON ROW

Towson, MD

### TIDE POINT

Baltimore, MD

### RENAISSANCE SQUARE (KINGSLEY PARK) MASTER PLAN AND CHARRETTE

Baltimore County, MD



# EMMA CRENSHAW BATES

AIA

PROJECT ARCHITECT

Emma is a registered architect with 5 years of professional experience to her credit. She has worked on some of the firm's most recent and notable mixed-use projects including The Highgate, The Lindley and the redevelopment of the Quality Inn Site in College Park, Maryland. As project architect, she is responsible for the preparation of architectural drawings and specifications, as well as document production. Emma will work closely with all team members to ensure that documents are accurate and complete.

## EDUCATION

University of Maryland, Bachelor of Science in Architecture, 2010

University of Maryland, Master of Architecture, 2013

New York University, Master of Arts in Historical and Sustainable Architecture, 2011

## YEARS WITH FIRM

5 Years

## TOTAL YEARS EXPERIENCE

5 Years

## REGISTRATION

Registered Architect: MD

## SELECT PROJECTS + RELEVANT EXPERIENCE

### CITY HALL REDEVELOPMENT CONCEPT

*College Park, MD*

### QUALITY INN SITE ON ROUTE 1

*College Park, MD*

### THE LINDLEY AT CHEVY CHASE LAKE

*Chevy Chase, MD*

### HENDLER

*Baltimore, MD*

### HIGHGATE

*Tysons, VA*



# JENNIFER MCLAUGHLIN

CID, IIDA

INTERIOR DESIGNER

A graduate of Temple University, Ms. McLaughlin has a Bachelor's degree in Architecture and also obtained a degree in Interior Design from Casenovia College in New York. With over 20 years of experience, her architectural and interior experience includes institutional, commercial, corporate, government, judicial, hospitality, and retail projects. She is involved in all phases of design from programming, space planning through construction documentation/coordination and construction administration.

## EDUCATION

Temple University, Bachelor of Architecture, 1997

Cazenovia College, Interior Design, 1992

## YEARS WITH FIRM

12

## TOTAL YEARS EXPERIENCE

20

## REGISTRATION

Certified Interior Designer: MD

## SELECT PROJECTS + RELEVANT EXPERIENCE

### MERKLE CORPORATE HEADQUARTERS

*Columbia, MD*

### ONE MERRIWEATHER

*Columbia, MD*

### CUSHMAN & WAKEFIELD

*Baltimore, MD*

### LUPIN PHARMACEUTICALS

*Baltimore, MD*

### PROMETRIC POC

*White Marsh, MD*

### GKV

*Baltimore, MD*

### CATHOLIC RELIEF SERVICES WORLD HEADQUARTERS

*Baltimore, MD*

### ROADNET

*Towson, MD*

### JOHNS HOPKINS AT KESWICK

*Baltimore, MD*

### GREENEBAUM & ROSE CORPORATE OFFICES,

*Baltimore, MD*

### DUNDALK LIBRARY RENOVATION, COMMUNITY COLLEGE OF BALTIMORE COUNTY

*Dundalk, MD*

### AUDITORIUM & OFFICE RENOVATION, UNIVERSITIES AT SHADY GROVE

*Rockville, MD*

### ROSE LIBRARY, JAMES MADISON UNIVERSITY

*Harrisonburg, VA*

### DEERING HALL, THE BERMAN INSTITUTE OF BIOETHICS, JOHNS HOPKINS UNIVERSITY

*Baltimore, MD*



# BRIAN REETZ

PLA, ASLA

LANDSCAPE ARCHITECT

Brian Reetz serves as Director of the Landscape Architecture Studio at Design Collective. Brian's expertise focuses on the revitalization and creation of complex urban open spaces both locally and nationally. Under Brian's direction each project is thoroughly analyzed, processed and developed with the intent to create meaningful open space that serves to enrich the local community. By combining thoughtful and creative design with a strong technical understanding of the built environment, Brian is able to balance grand vision with sound technical solutions allowing for buildable and achievable ideas.

## EDUCATION

University of Wisconsin-Madison,  
Bachelor of Science Landscape  
Architecture, 2000

## YEARS WITH FIRM

9

## TOTAL YEARS EXPERIENCE

18

## REGISTRATION

Professional Landscape Architect: MD

## PROFESSIONAL AFFILIATIONS

- American Society of Landscape Architects

## SELECT PROJECTS + RELEVANT EXPERIENCE

### HAMPTON PARK

*Baltimore, MD*

### ONE MERRIWEATHER

*Columbia, MD*

### ROTUNDA

*Baltimore, MD*

### THE PARK AT ROSEMONT

*Rosemont, IL*

### WOODBINE LIVE!

*Toronto, Ontario*

### TAUBMAN PRESTIGE OUTLETS

*Chesterfield, MO*

### PHILLY LIVE! MIXED-USE DEVELOPMENT

*Philadelphia, PA*

### EASTON TOWN CENTER PLAZAS

*Columbus, OH*

### CINEMA PLAZA SALAMANDERS, EASTON TOWN CENTER

*Columbus, OH*

### 40 WIGHT AVENUE

*Hunt Valley, MD*

### STADIUM SQUARE

*Baltimore, MD*

### INMAR TECHNOLOGIES

*Winston-Salem, NC*

### ORTHOPAEDIC ASSOCIATES

*Catonsville, MD*

### STATE CENTER, MIXED-USE TOD DEVELOPMENT

*Baltimore, MD*

### 6708 ALEXANDER BELL DRIVE

*Columbia, MD*

### BALTIMORE WASHINGTON CONFERENCE CENTER

*Maple Lawn, MD*

### WASHINGTON QUAD, UNIVERSITY OF MARYLAND

*College Park, MD*

### EAST CAMPUS DESIGN GUIDELINES, UNIVERSITY OF MARYLAND

*College Park, MD*

### UNION EXPANSION & RENOVATION, TOWSON UNIVERSITY

*Towson, MD*



# SEONHEE KIM

AIA, LEED AP BD+C

SUSTAINABILITY EXPERT

A recipient of the coveted Dean's Thesis Award, Ms. Kim graduated from the University of Maryland School of Architecture in 2004 with a Masters Degree in Architecture. In her 13 years of architectural practice, her experience includes a wide variety of projects ranging from higher education and student housing to mixed-use and commercial office buildings. Ms. Kim received the AIA Certificate of Merit in 2005, the Grimm and Parker Scholarship, and has also served as Studio Critic for the School of Architecture at the University of Maryland College Park.

As the firm's Director of Sustainability, Seonhee is a leading expert on high performance design. Through her research and activism, she has become an influential advocate for the environmental and health effects of building design. She educates our employees, clients and industry peers on sustainable architecture and the environmental impact of our work.

## EDUCATION

University of Maryland College Park,  
Master of Architecture, 2004

Ewha Womans University Master of  
Science in Physics, 1999

Ewha Womans University, Bachelor of  
Science in Physics, 1994

## YEARS WITH FIRM

11

## TOTAL YEARS EXPERIENCE

11

## REGISTRATION

Registered Architect: MD  
LEED Accredited Professional

## PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- U.S. Green Building Council

## SELECT PROJECTS + RELEVANT EXPERIENCE

### ONE MERRIWEATHER

*Columbia, MD*

### MERKLE CORPORATE HEADQUARTERS

*Columbia, MD*

### HEALTH SCIENCES EDUCATION BUILDING, DELAWARE TECHNICAL & COMMUNITY COLLEGE

*Newark, DE*

### HEALTH SCIENCES EDUCATION BUILDING, DELAWARE TECHNICAL & COMMUNITY COLLEGE, PROGRAMMING & MASTER PLAN

*Georgetown, DE*

### BERMAN INSTITUTE OF BIOETHICS, JOHNS HOPKINS UNIVERSITY

*Baltimore, MD*

### NURSING DEPARTMENT ACADEMIC BUILDING, SHEPHERD UNIVERSITY

*Shepherdstown, WV*

### EAST CAMPUS LIBRARY, JAMES MADISON UNIVERSITY

*Harrisonburg, VA*

### 5825 UNIVERSITY RESEARCH PARK AT M SQUARE, UNIVERSITY OF MARYLAND

*College Park, MD*

### 5850 UNIVERSITY RESEARCH PARK AT M SQUARE, UNIVERSITY OF MARYLAND

*College Park, MD*

### STUDENT HOUSING, MONTCLAIR STATE UNIVERSITY

*Montclair, NJ*

### THE SUMMIT, QUEENS COLLEGE

*Flushing, NY*

### VALENTINE COMMONS OFF CAMPUS STUDENT HOUSING, NORTH CAROLINA STATE UNIVERSITY

*Raleigh, NC*

### THE TOWERS, THE CITY UNIVERSITY OF NEW YORK

*New York, NY*

### DOMUS MIXED-USE DEVELOPMENT, UNIVERSITY OF PENNSYLVANIA

*Philadelphia, PA*

# HENRY ADAMS

CONSULTING ENGINEERS

## MEP ENGINEER

### OFFICE LOCATION

600 Baltimore Avenue, Suite 400  
Baltimore, MD 21204  
410.296.6501

### WEBSITE

[www.henryadams.com](http://www.henryadams.com)

### YEARS IN BUSINESS

120 Years

### SIZE OF STAFF

40 People

HENRY ADAMS is a recognized leader in the mid-Atlantic for the design of mechanical, electrical, plumbing, and fire protection systems for public and private clientele. The firm's hallmark is a collaborative design process engaging all the stakeholders, discussing the advantages and disadvantages of engineering decisions, resulting in its signature - a value-based design that stretches the project budget by effectively balancing decisions on the aesthetic features and operational functions that are most important to the client.

Founded in 1898, the firm is comprised of over 40 technical and support personnel. Headquartered in the Baltimore area and with a satellite office in Washington, DC, the firm serves clients in several market sectors and actively engaged in a diverse portfolio of projects that include high quality and unique projects.

HENRY ADAMS' MEP designs typically involve a higher than normal level of Owner and Architect collaboration. The teams are composed of highly skilled professionals that participate in a dialogue to determine the team's priorities that might include lowest first cost, best life cycle cost, best value, or highest degree of maintainability and comfort. From that the firm presents viable options that can be priced before developing the construction documents. HENRY ADAMS is extremely thorough in site investigations and document coordination.



# SCOTT HAYTHORN

PE, LEED AP, CEM

MECHANICAL ENGINEER | HENRY ADAMS

As head of the academic group, Mr. Haythorn has a wide portfolio of projects supporting a variety of public and private institutions. He is experienced in conducting field surveys, existing conditions assessments, data collection and analysis, energy analysis, systems layout, and feasibility studies. This experience lends itself to unparalleled insight that will benefit the entire design team throughout this project to benefit the University of Maryland.

### EDUCATION

University of Maryland Baltimore County, BS, Mechanical Engineering, 1996

### TOTAL YEARS EXPERIENCE

21

### REGISTRATION

Professional Engineer: MD  
LEED Accredited Professional  
Certified Energy Manager

### SELECT PROJECTS + RELEVANT EXPERIENCE

#### CITY HALL

Annapolis, MD

#### UNIVERSITY UNION, TOWSON

UNIVERSITY

Towson, MD

#### SMC CAMPUS CENTER, UNIVERSITY OF MARYLAND

Baltimore, MD

#### MAPLEWOOD APARTMENTS, CORNELL UNIVERSITY

Ithaca, NY

#### STUDENT CENTER, BOWIE STATE UNIVERSITY

Bowie, MD

#### HILLEL HOUSE, UNIVERSITY OF MARYLAND

College Park, MD



# DOUGLAS TEBERA

PE

ELECTRICAL ENGINEER | HENRY ADAMS

Mr. Tebera has extensive experience with academic, federal, and municipal facilities through a variety of project roles. These various perspectives allow him to provide the client and design team with necessary insightful design options and recommendations. He works with clients to understand their priorities. He coordinates with team consultants to develop practical considerations within the schedule and budget.

### EDUCATION

University of Baltimore, Master of Business Administration, 2005

Pennsylvania State University, Bachelor of Architectural Engineering, 1985

### TOTAL YEARS EXPERIENCE

30+ Years

### REGISTRATION

Professional Engineer: MD

### SELECT PROJECTS + RELEVANT EXPERIENCE

#### CITY HALL

Annapolis, MD

#### HILLEL HOUSE, UNIVERSITY OF MARYLAND

College Park, MD

#### SMC CAMPUS CENTER, UNIVERSITY OF MARYLAND

Baltimore, MD

#### BUILDING E, TYSONS II

McLean, VA

#### STUDENT CENTER, BOWIE STATE UNIVERSITY

Bowie, MD

#### BUILDING C, TYSONS II

McLean, VA



## STRUCTURAL ENGINEER

### OFFICE LOCATION

6141 Executive Boulevard  
Rockville, MD 20852  
301.881.9050

### WEBSITE

[www.cagley.com](http://www.cagley.com)

### YEARS IN BUSINESS

45 Years

### SIZE OF STAFF

20 People

Cagley & Associates, founded in 1973 as Martin & Cagley, a partnership between John A. Martin & Associates, Inc. and James R. Cagley, has engaged solely in the practice of consulting structural engineering since its inception. The firm has grown steadily both in the magnitude of projects designed and the ability to attract, develop and maintain an outstanding staff.

Cagley & Associates is a small minority-owned business (MD DOT MBE # 07-228) located in Rockville, Maryland with a staff of 20 people, 13 of whom are registered engineers. Cagley & Associates is very well qualified to provide structural engineering services for this project. Our project experience includes numerous facilities for various county, state and Federal Government agencies as well as private industry. The needs of these clients vary greatly and require a sensitivity and understanding of the specific programs for the various types of users. Cagley & Associates is able to incorporate the user's needs and the designer's solutions into the elements required for the project's structure to provide an economical and functional facility.

The firm provides services covering all phases of structural engineering. These services include studies of structural systems in the conceptual phase, preliminary design and cost estimates, final design and working drawings, specifications and general on-site observation of the structural work through the construction phase. Our services also include structural reviews, evaluations of existing buildings and proposed project evaluations. C&A has been involved with over 150 projects that have received or are working to receive LEED certification ranging from LEED registered to LEED Platinum.



# DANIEL CAMP

PE

STRUCTURAL ENGINEER

Mr. Camp has developed strong problem solving abilities working on new construction and renovation projects in many major facilities. His experience includes all phases of structural engineering, including system studies, structural surveys and analysis of existing buildings and construction inspection. Mr. Camp has 35 years in the design and construction industry. He has been with Cagley & Associates for 22 years, and has been a principal for the last 15 years. He has been involved in the structural engineering design of numerous projects for Cagley & Associates, many of which have been in educational settings.

## EDUCATION

Worcester Polytechnic Institute, M.S.  
Construction Management Option,  
1982

Catholic University of America, B.S.  
Civil Engineering, 1980

## YEARS WITH FIRM

11

## TOTAL YEARS EXPERIENCE

11

## REGISTRATION

Professional Engineer: MD, AL, CO,  
DE, DC, FL, IA, KY, MI, MO, NC, SC, VT,  
VA, WI

## PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Concrete Institute

## SELECT PROJECTS + RELEVANT EXPERIENCE

**LOT 31 MIXED-USE DEVELOPMENT**  
*Bethesda, MD*

**AMERICAN SPEECH AND HEARING  
ASSOCIATION HEADQUARTERS**  
*Rockville, MD*

**GIRA CENTER FOR COMMUNICATIONS  
& INFORMATION TECHNOLOGY,  
FROSTBURG STATE UNIVERSITY**  
*Frostburg, MD*

**PATRICIA R. GUERRIERI ACADEMIC  
COMMONS, SALISBURY UNIVERSITY**  
*Salisbury, MD*

**MGM HOTEL & CASINO AT NATIONAL  
HARBOR**  
*Oxon Hill, MD*

**PRINCE FREDERICK HALL, UNIVERSITY  
OF MARYLAND**  
*College Park, MD*

**OAKLAND HALL, UNIVERSITY OF  
MARYLAND COLLEGE PARK**  
*College Park, MD*

**MARYLAND STATE SENATE OFFICE  
BUILDING**  
*Annapolis, MD*

**US COAST GUARD HEADQUARTERS  
COMPLEX**  
*Washington, DC*

**WASHINGTON HEADQUARTERS SERVICE  
- BRAC 133**  
*Alexandria, VA*

**IRS NATIONAL HEADQUARTERS  
COMPLEX**  
*New Carrollton, MD*

**WASHINGTONIAN NORTH OFFICE  
BUILDING**  
*Gaithersburg, MD*

**11 NORTH WASHINGTON STREET OFFICE  
BUILDING**  
*Rockville, MD*

**PUBLIC SAFETY BUILDING, FROSTBURG  
STATE UNIVERSITY**  
*Frostburg, MD*

**STUDENT SERVICES CENTER,  
MONTGOMERY COLLEGE**  
*Takoma Park, MD*



## LIGHTING CONSULTANT

### OFFICE LOCATION

600 Chestnut Street, Suite 772  
Philadelphia, PA 19106  
2015.238.1644

### WEBSITE

[www.thelightingpractice.com](http://www.thelightingpractice.com)

### YEARS IN BUSINESS

29 Years

The Lighting Practice delivers thoughtful and imaginative designs that balance aesthetics, budget sustainability and operational considerations. Founded in Philadelphia in 1989, we transform ordinary spaces into places that are extraordinary, captivating, and memorable. We strive to create distinctive lighting solutions that respond to clients' specific needs and business goals. TLP is WBE/DBE certified.

The Lighting Practice strives to create distinctive lighting solutions that respond to our clients' specific needs and business goals. Our team of creative design professionals asks thoughtful questions and actively listens to the answers so that we fully understand what is most important to you. We develop lighting concepts, based on this understanding and offer you options that provide the greatest impact for your lighting investment.

We are committed to sustainable design. Because of this commitment, we were selected in 2008 by the US House of Representatives to relight the US Capitol Dome as a model of energy efficiency and sustainability.

In all of our projects, we pursue the "triple bottom line" by designing lighting to create places that support and delight people. We use natural resources efficiently and select methods that are costeffective. By using light where and when needed, avoiding over-lighting, and taking full advantage of daylight and lighting controls, our lighting designs deliver maximum effect with minimum environmental impact.



# MICHAEL BARBER

ASSOC. IALD, LEED AP BD+C  
LIGHTING DESIGNER | THE LIGHTING PRACTICE

Michael Barber joined The Lighting Practice in 1995 and became a principal of the firm in 2004. He has designed lighting for healthcare, education, corporate and retail environments. In addition, he has conducted lighting energy audits for approximately 20 million square feet of academic, hospitality, and manufacturing facilities. Michael acts as the firm's sustainable design coordinator, working with the staff to maximize their design vision while minimizing the impact to the environment. He is an Associate Member of the International Association of Lighting Designers (IALD) and participates on the Energy and Sustainability committee. He served for over a decade as an assistant adjunct professor in the Architecture Department at Drexel University and has lectured in the Master of Science in Sustainable Design program at Philadelphia University.

#### EDUCATION

The Pennsylvania State University,  
Bachelor of Architectural Engineering

#### TOTAL YEARS EXPERIENCE

23 Years

#### REGISTRATION

LEED Accredited Professional

#### SELECT PROJECTS + RELEVANT EXPERIENCE

##### PHILADELPHIA CITY HALL LIGHTING

*Philadelphia, PA*

##### UNITED STATES CAPITOL DOME RELIGHTING, U.S. HOUSE OF REPRESENTATIVES

*Washington, DC*

##### BYRNE GREEN FEDERAL BUILDING, GENERAL SERVICES ADMINISTRATION

*Philadelphia, PA*

##### JEFFERSON MEMORIAL SITE IMPROVEMENTS, NATIONAL PARK SERVICE

*Washington, DC*

##### BEXAR COUNTY COURT HOUSE, HISTORIC COURTROOM RESTORATION

*San Antonio, TX*

##### BEXAR COUNTY COURT HOUSE FACADE LIGHTING

*San Antonio, TX*

##### STATUE OF LIBERTY, VERTICAL CIRCULATION RENOVATIONS

*New York, NY*

##### WEST MAIN PAVILION HISTORIC RESTORATION, LIBRARY OF CONGRESS, THOMAS JEFFERSON BUILDING

*Washington, DC*

##### FAIRMOUNT WATER WORKS HISTORIC RESTORATION, FAIRMOUNT PARK COMMISSION

*Philadelphia, PA*

##### AVIATOR PARK RESTORATION

*Philadelphia, PA*

##### MERIDIAN HILL PARK CASCADE STEPS RELIGHTING, NATIONAL PARK SERVICE

*Washington, DC*



## ENHANCED COMMISSIONING

### OFFICE LOCATION

2701 Prosperity Avenue, Suite 100  
Fairfax, VA 22031  
703.970.2890

### WEBSITE

[www.sustainbldgs.com](http://www.sustainbldgs.com)

Sustainable Building Partners, LLC (SBP) offers building professionals and end-users precise energy efficiency and sustainable solutions for new and existing assets. SBP will draw from extensive project experience to provide cost effective and timely investment grade solutions tailored to meet the needs of each individual project and client. SBP's ultimate goal is to provide full circle solutions addressing maintenance, reliability, durability, life cycle, and sustained energy performance while enhancing comfort and experience. SBP has four primary service offerings meeting all market segments and sectors of the built environment; Energy Modeling, Commissioning, Energy Auditing and LEED Consulting.

Building commissioning (Cx) is a critical component to help ensure the delivery of and sustained operation of high performance buildings expected by facility owners. SBP provides full building commissioning services in support of LEED Certification with a skilled eye for energy performance:

- Retro-Cx (Utility Incentives, LEED, other)
- Fundamental Cx (LEED EA Prereq. 1)
- Enhanced Cx (LEED EA Credit 4)
- Investigation Cx (LEED-EBOM Credit 2.1)
- Implementation Cx (LEED-EBOM Credit 2.2)
- On-going Cx (LEED-EBOM Credit 2.3)



# FRANCIS MCGAREY

PE, MBA, CPMP, LEED AP

COMMISSIONING | SUSTAINABLE BUILDING PARTNERS

Francis' goal is to delight clients and provide high quality, industry-leading commissioning services. His success as a commissioning team manager and professional engineer is a result of his strong communication skills, willingness to work with project teams, technical understanding of subject matter, and positive attitude. Francis is responsible for commissioning team resource management and oversight, as well as project management of unique or complex project types. He has spent his entire nine-year career working on construction project sites, and he understands how to bridge the gap between project design and real world functionality. This understanding allows him to respond to owner/client needs and concerns, and to ensure that a quality product is delivered.

## EDUCATION

The George Washington University,  
Masters of Business Administration,  
2014

University of Colorado, B.S. Mechanical  
Engineering, 2006

## TOTAL YEARS EXPERIENCE

12 Years

## REGISTRATION

Professional Engineer: DC  
LEED Accredited Professional  
Commissioning Process Management  
Professional

## SELECT PROJECTS + RELEVANT EXPERIENCE

### INTERNATIONAL MONETARY FUND HQ1 RENEWAL PROJECT | WASHINGTON, DC

*Multi-phase modernization of 1.5M GSF of office, kitchen, atrium, and auditorium space. The IMF is a high visibility client with above standard owner's requirements. Data center commissioning was also performed as a pre-cursor to the Renewal project. This project required full commissioning of all major building systems, above and beyond LEED enhanced requirements.*

### GLENSTONE ART MUSEUM | POTOMAC, MD

*150,000 GSF of commercial grade museum, storage, and support spaces, as well as four other campus buildings, located in Potomac, MD. The project required LEED Enhanced commissioning services.*

### WORLD BANK CHILLER REPLACEMENT PROJECT | WASHINGTON, DC

*Replacement of four 1000 Ton chillers as well as associated instrumentation and controls, performed in phases so as to maintain minimal interruption of CHW service. The project also included a heat recovery chiller system that provided pre-heat to the domestic hot water system.*

### EEOB MODERNIZATION & WEST WING INFRASTRUCTURE PROJECT | WASHINGTON, DC

*Multi-phase modernization of the historic Eisenhower Executive Office Building, as well as infrastructure upgrades to support the mission of the West Wing, located in the heart of Washington, DC.*

### DEPARTMENT OF COMMERCE MODERNIZATION PROJECT | WASHINGTON, DC

*Nine-phase modernization of the main DOC building, one of the largest office buildings in the district. This project required LEED Enhanced Commissioning services.*



## A/V, ACOUSTICS, SECURITY & TELECOM

### OFFICE LOCATION

6501 York Road  
Baltimore, MD 21212  
410.532.2395

### WEBSITE

[www.ctdginc.com](http://www.ctdginc.com)

### YEARS IN BUSINESS

18 Years

Founded in 1999, Convergent Technologies Design Group's background spans nearly two decades with more than 700 successfully completed design projects. Strategically positioned offices in Maryland, Arizona and New York allow our designers and project managers to effectively service clients coast to coast. Various markets in which CTDG works include: Libraries, Recreation & Wellness, Higher Education, Healthcare, Justice, Performing Arts, Federal Government, K-12, Museums, Radio, Television & Recording Studios, Hospitality & Gaming and LEED Projects. Our fundamental design philosophy encourages our designers to be "cross-trained" in the various technologies that we specialize, in order to identify the most economical and functional solution to any challenge.



# WILLIAM HOLADAY

CTS-D, DMC-D

ACOUSTICS, A/V, SECURITY, TELECOM | CTDG

William brings with him over 17 years of project design experience in managing and operating audiovisual systems for educational facilities, performing arts venues, and large gathering spaces. Proficient with the latest architectural acoustics and loudspeaker coverage modeling software, he is able to work with design architects and owners alike to optimize these spaces for both the spoken word and to maximize musical impact. He serves as Project Manager and Primary Designer for projects involving audiovisual systems, telecommunications cabling systems, security system, and acoustics, noise & vibration control. His responsibilities include project management, performing quality control reviews, conducting product research, managing client interaction, architectural coordination, and implementing the latest technologies into our current projects.

### EDUCATION

The Johns Hopkins University, M.A. Acoustics, 2001

### TOTAL YEARS EXPERIENCE

21

### REGISTRATION

Digital Media Certified - Designer  
Certified Technology Specialist-Designer

### PROFESSIONAL AFFILIATIONS

Audio Engineering Society

### SELECT PROJECTS + RELEVANT EXPERIENCE

#### CITY HALL CONFERENCE CENTER

Alexandria, VA

#### NEW COURTHOUSE

Rockville, MD

#### NEW CIRCUIT COURTHOUSE

Queen Anne, MD

#### EASTON HALL RENOVATION, UNIVERSITY OF MARYLAND

College Park, MD

#### CAMBRIDGE HALL RENOVATION, UNIVERSITY OF MARYLAND

College Park, MD

#### H.J. PATTERSON HALL RENOVATION, UNIVERSITY OF MARYLAND

College Park, MD



# BRIAN WHITLOCK

CTS-D, RCDD, DMC-D

A/V, SECURITY, TELECOM | CTDG

Brian is a Principal Designer with 15 years of experience. He serves as a Project Manager and Primary Designer for audiovisual systems, security systems, and telecommunications cabling systems. Design exposure includes a working knowledge of multi-phase design projects, cost estimating techniques, and AutoCad production for associated documentation with milestone deliverable schedules. Technology systems background includes multimedia presentation, distance learning, video recording/production, large screen high-resolution display, audio/video conferencing, co-axial broadband video distribution, speech reinforcement, video surveillance, access control, and LAN systems.

### SELECT PROJECTS + RELEVANT EXPERIENCE

#### CITY HALL CONFERENCE CENTER

Alexandria, VA

#### NEW COURTHOUSE

Rockville, MD

#### NEW CIRCUIT COURTHOUSE

Queen Anne, MD

#### EASTON HALL RENOVATION, UNIVERSITY OF MARYLAND

College Park, MD

#### CAMBRIDGE HALL RENOVATION, UNIVERSITY OF MARYLAND

College Park, MD

#### H.J. PATTERSON HALL RENOVATION, UNIVERSITY OF MARYLAND

College Park, MD

### EDUCATION

Catonsville Community College, Associate of Arts, 2007

### TOTAL YEARS EXPERIENCE

11 Years

### REGISTRATION

BiCSi Registered Communications Distribution Designer  
Digital Media Certified - Designer  
Certified Technology Specialist - Designer



## PEER REVIEW & FIRE PROTECTION

### OFFICE LOCATION

8815 Centre Park Drive, Suite 200  
Columbia, MD 21045  
410.750.2246

### WEBSITE

[www.koffel.com](http://www.koffel.com)

Koffel Associates is a fire protection and life safety engineering design and consulting firm, recognized as an expert in the fire protection and life safety aspects of codes and standards. Headquartered in the Baltimore-Washington metropolitan area, Koffel Associates provides consulting; engineering design & Construction Administration; codes & standards development; seminar development & training; product testing & evaluation / representation; and litigation support to public and private clients worldwide. Since 1986, Koffel Associates' team of industry leaders and staff—fire protection engineers; registered engineers; NICET-certified technicians; code officials; and authorized National Fire Protection Association (NFPA), Centers for Medicare & Medicaid Services (CMS) and International Code Council (ICC) trainers—have met the design and consulting needs of its clients.

Koffel Associates, a small business, specializes in a broad range of fire protection engineering services including building and fire code consulting for new and established buildings, fire protection systems design and analysis, fire protection and/or life safety surveys, development of performance-based code approaches to facilitate designs, representation in the code development process, and review on behalf of the Authority Having Jurisdiction. Experience in buildings where people learn, live, work and play include government buildings, high-rises, hospitals and medical facilities, office buildings, industrial facilities, detention facilities, theaters, shopping centers, hotels, conventions centers, universities and college, and K - 12 schools.

Koffel Associates' fire protection engineering and consulting expertise is evidenced by the extensive NFPA Technical Committee positions—currently and previously—held by their professional team members, as well as their involvement in the development process of the industry's governing codes, standards and design guidelines, enabling them to better develop advanced engineering solutions. Their engineers' experiences as former code officials, as well as on-going participation in code and design guideline development, including the American Society for Testing and Materials (ASTM), International Association of Plumbing and Mechanical Officials (IAPMO), International Code Council (ICC), International Fire Code (IFC), International Building Code (IBC), International Code Council Evaluation Service (ICCES), International Existing Building Code (IEBC), National Fire Protection Association (NFPA), Society of Fire Protection Engineers (SFPE) and Underwriters Laboratory (UL), are of great benefit when designing fire protection systems, providing code consulting services or negotiating with code-enforcement officials.



# CLAY ALER

PE

FIRE PROTECTION | KOFFEL ASSOCIATES

National Fire Protection Association (NFPA) Technical Committees on: NFPA 101® & 5000, Detention and Correctional Facilities (Principal); NFPA 101 & 5000, Education and Daycare Facilities (Alternate); NFPA 101 & 5000, NFPA 150 Animal Housing Facilities (Principal); NFPA 214 Water Cooling Towers (Principal). Member: National Fire Protection Association, Society of Fire Protection Engineers (National and Chesapeake Chapter), Salamander Honorary Fire Protection Engineering Society, National Society of Professional Engineers, International Code Council, Maryland Building Officials Association, American Institute of Architects (Baltimore and Potomac Valley)

### EDUCATION

University of Maryland, MS Fire Protection

University of Maryland, BS, Fire Protection

### TOTAL YEARS EXPERIENCE

31

### REGISTRATION

Professional Engineer: MD

### SELECT PROJECTS + RELEVANT EXPERIENCE

**PRINCE GEORGE'S COUNTY COURTHOUSE EXIT ANALYSIS**  
*Upper Marlboro, MD*

**EACMS BUILDING, UNIVERSITY OF MARYLAND EASTERN SHORE**  
*Princess Anne, MD*

**MARLBORO HALL ADDITION & RENOVATION, PRINCE GEORGE'S COMMUNITY COLLEGE**  
*Largo, MD*

**THE EDITION APARTMENT BUILDING & ATTACHED PARKING GARAGE**  
*Hyattsville, MD*

**NEW HYATTSVILLE ELEMENTARY SCHOOL**  
*Hyattsville, MD*



# KINA CAMPBELL

PE

FIRE PROTECTION | KOFFEL ASSOCIATES

National Fire Protection Association (NFPA) Technical Committees on: NFPA 101® & 5000, Detention and Correctional Facilities (Alternate); NFPA 101 and 5000 Mercantile and Business Occupancies (Alternate) National Fire Protection Association, Society of Fire Protection Engineers

### EDUCATION

University of Maryland, BS, Fire Protection Engineering

### TOTAL YEARS EXPERIENCE

19 Years

### REGISTRATION

Professional Engineer: MD

### SELECT PROJECTS + RELEVANT EXPERIENCE

**MALL AT PRINCE GEORGE'S FIRE ALARM MODIFICATION**  
*Hyattsville, MD*

**SURRATTS-CLINTON PUBLIC LIBRARY REHAB**  
*Clinton, MD*

**MARLBORO HALL ADDITION & RENOVATION, PRINCE GEORGE'S COMMUNITY COLLEGE**  
*Largo, MD*

**PRINCE GEORGE'S CORRECTIONAL CENTER KITCHEN RENO & ADDITION**  
*Upper Marlboro, MD*

**THE EDITION APARTMENT BUILDING & ATTACHED PARKING GARAGE**  
*Hyattsville, MD*

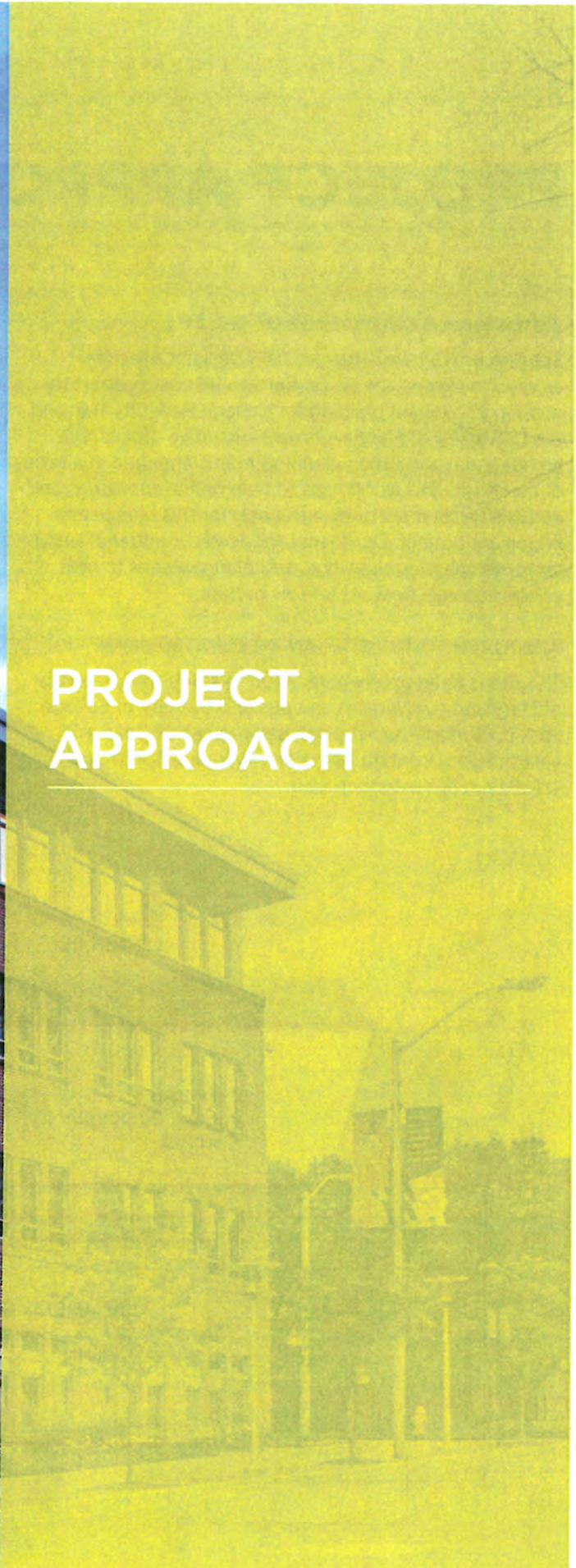
# AVAILABILITY

NAME	ROLE	CURRENT UTILIZATION	PROJECTED UTILIZATION (90 DAYS)	PROJECTED COMMITMENT TO CCP	CURRENT PROJECTS
		PERCENTAGE OF 40 HOUR WORK WEEK			
Matt Herbert	Principal-in-Charge	65%	60%	20%	<ul style="list-style-type: none"> <li>Guinness Open Gate West and Barrel House</li> <li>LCOR NBC Parcel G</li> <li>160 W. Ostend Office Building</li> </ul>
Scott Vieth	Design Principal	65%	60%	20%	<ul style="list-style-type: none"> <li>Guinness Open Gate West and Barrel House</li> <li>Under Armour Gate House</li> <li>Medfield Heights Elementary School</li> </ul>
Meredith Sullivan	Project Manager	65%	50%	40%	<ul style="list-style-type: none"> <li>Calvin Rodwell E/M School</li> <li>Medfield Heights Elementary</li> <li>Eagle Academy Public Charter School</li> </ul>
Matt D'Amico	Planner/Entitlements	70%	60%	15%	<ul style="list-style-type: none"> <li>Mt. Airy Master Plan</li> <li>Columbus Central Neighborhood Plan</li> <li>Hoboken Block Planning</li> </ul>
Emma Crenshaw Bates	Project Architect	75%	55%	40%	<ul style="list-style-type: none"> <li>The Lindley</li> <li>Hendler</li> <li>Quality Inn</li> </ul>
Jennifer McLaughlin	Interior Designer	85%	75%	15%	<ul style="list-style-type: none"> <li>Johns Hopkins Healthcare</li> <li>LCOR North Bethesda Parcel G</li> <li>Havas Helia</li> </ul>
Brian Reetz	Landscape Architect	70%	60%	15%	<ul style="list-style-type: none"> <li>Calvert Marine Museum</li> <li>Cap Centre Redevelopment</li> <li>Baltimore Street Transit Center</li> </ul>
Seonhee Kim	Director of Sustainability	75%	70%	10%	<ul style="list-style-type: none"> <li>USF Residential Village</li> <li>National Aquarium Animal Care Rescue Center</li> <li>160 W. Ostend Office Building</li> </ul>



# PROJECT APPROACH

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# PROJECT APPROACH

## PROJECT UNDERSTANDING

### EXPERIENCE & KNOWLEDGE OF THE SITE

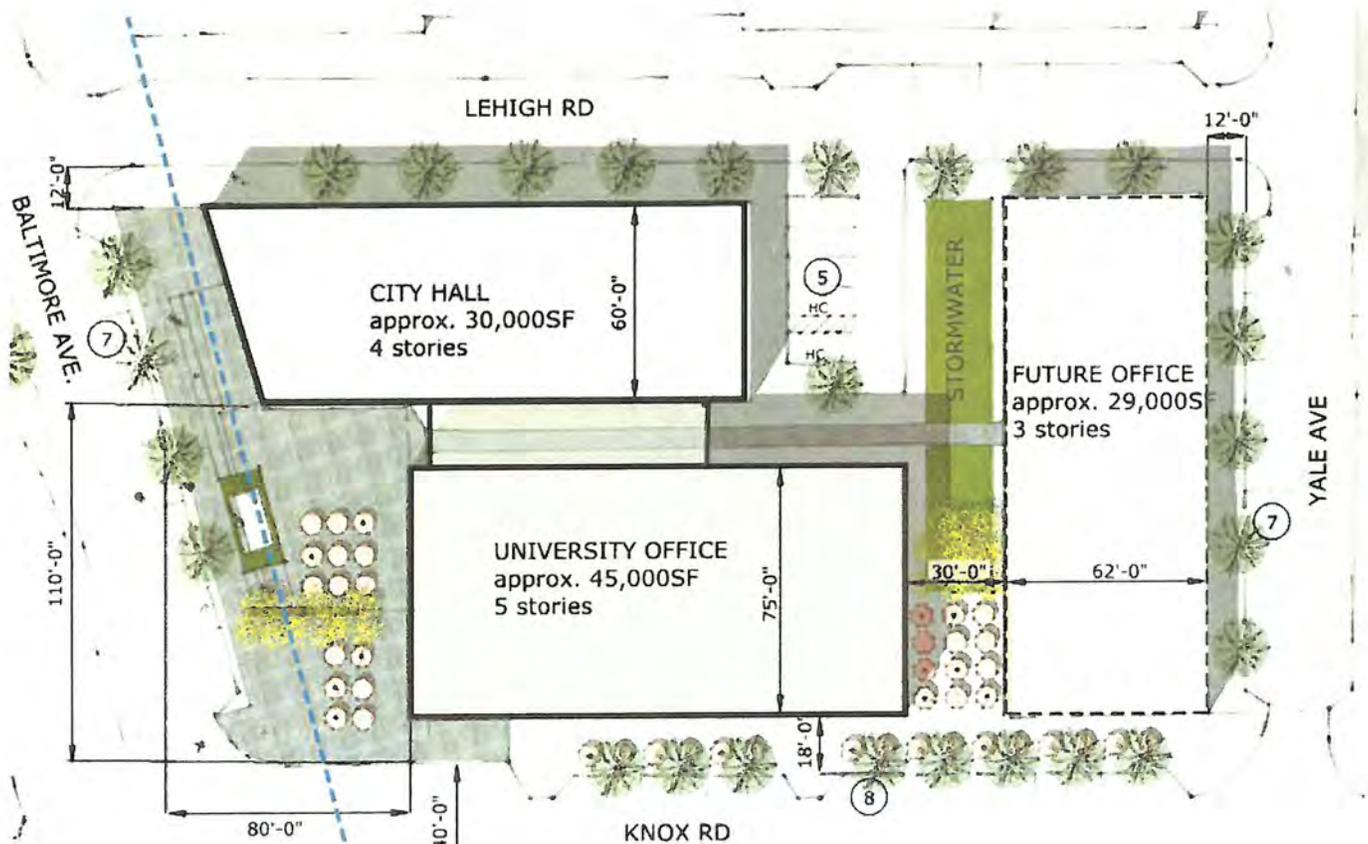
Starting in 2014 and again in 2015 Design Collective worked to extract the vision that would best support the mission of a joined building for College Park City Hall and the University of Maryland's administrative offices. Our architectural and urban planning teams engaged in a series of meetings, and workshops to help define site issues and establish a clear set of design goals for this unique and important project. Our team produced a number of urban sketches, massing drawings, and plan sketches to help establish a way forward for this project.

### APPROACH TO THE SITE: AN INTEGRATED PLAN

The site is at an excellent location to stitch the University of Maryland (University) campus and the City of College Park (City) together. The site between Knox Road and Lehigh Road, fronting Baltimore Avenue has extremely high visibility in the neighborhood.

Many pedestrians, both students and residents, as well as the vehicular traffic on Baltimore Avenue make this an extremely advantageous site. At present this parcel is underutilized. With proper planning and a well-executed design, this site becomes a bridging point for the adjacent communities.

Through a collaborative and iterative process working with stakeholders representing, both, the University and the City, Design Collective developed a number of potential design strategies for the City Hall site. We first explored ways to phase the construction of this project to retain the existing City Hall. Our early schemes showed the University's new office building fronting Baltimore Avenue, with a new City Hall to be constructed at the northeast corner of the site. It was determined through our research and work with the stakeholders, that the properties on the main avenue would need to be acquired and the existing City Hall needed to be demolished, in order to make way for the appropriate shared-building that would have the prominence and presence that both the City and the University desired.





This would also help continue the retail corridor along Baltimore Avenue to the site and allow for an activated exterior amenity in College Park.

Employees at City Hall or the University Office Building would enter through the central atrium link and utilize a shared double-elevator bank at the center of the project. Bridging at the second-level, across the multi-level atrium space would be the main circulation for the project. Our team believes that with the strategic placement of the vertical circulation and this central link creating a shared entity between City Hall and University, we could reduce the number of required stair and elevator cores, which would simultaneously improve the operational efficiency and functionality of the building, minimize the number of egress corridors and exit doors and result in significant cost savings.

#### THE CITY BLOCK: URBAN IMPROVEMENTS

In response to stakeholder input, and in conjunction with "College Park Corridor Improvements Projects," Design Collective proposed resolutions to the current block streetscape. This work included proposed adjustments to curb cuts, pedestrian bump outs, locations for street trees, parallel and on-site parking to enhance the pedestrian experience.

In terms of the flow of traffic around the site, Design Collective's proposal illustrated four 11'-0" traffic lanes with two 4' bike lanes on either side on Baltimore Avenue. These lanes fit within the current 64'-2" curb-to-curb dimension of the main road, with a central median. We also proposed cutting the curb in, allowing for pedestrian bump-outs and 7 parallel parking spaces in front of the City Hall/University Office Building site. At the west side of the block, our team accounted for the approximate 30'-0" required set-back off of Baltimore Avenue. Where Knox Road meets Baltimore Avenue on the southwest corner of the block, Design Collective proposed a partial turn lane for better flow onto Baltimore Avenue. Our team adjusted the curb slightly in our plan and added the appropriate pedestrian bump-out. Along Knox Road, our proposed design acknowledged the required 15'-0" set back and embraces a slightly deeper setback here to accommodate the majority of the retail frontage for the project.

Our plan shows the required five-(5) on-site parking spaces, with two spaces designated for accessible parking. Beyond this parking, we worked with the existing and proposed curbs to maximize parallel parking around the block, resulting in 22 total spaces on Baltimore Avenue, Knox Road and Yale Avenue.

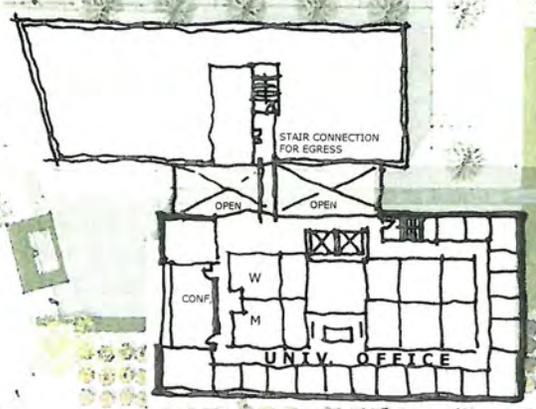
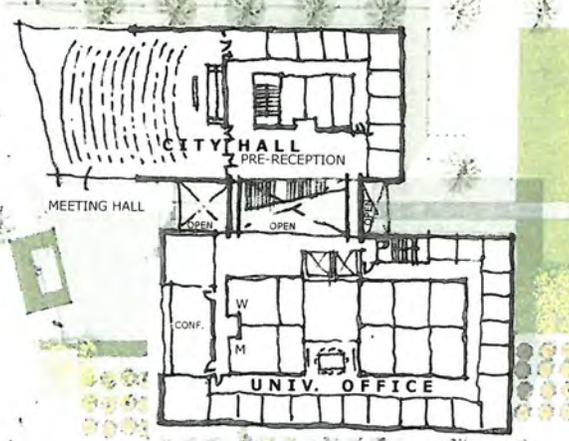
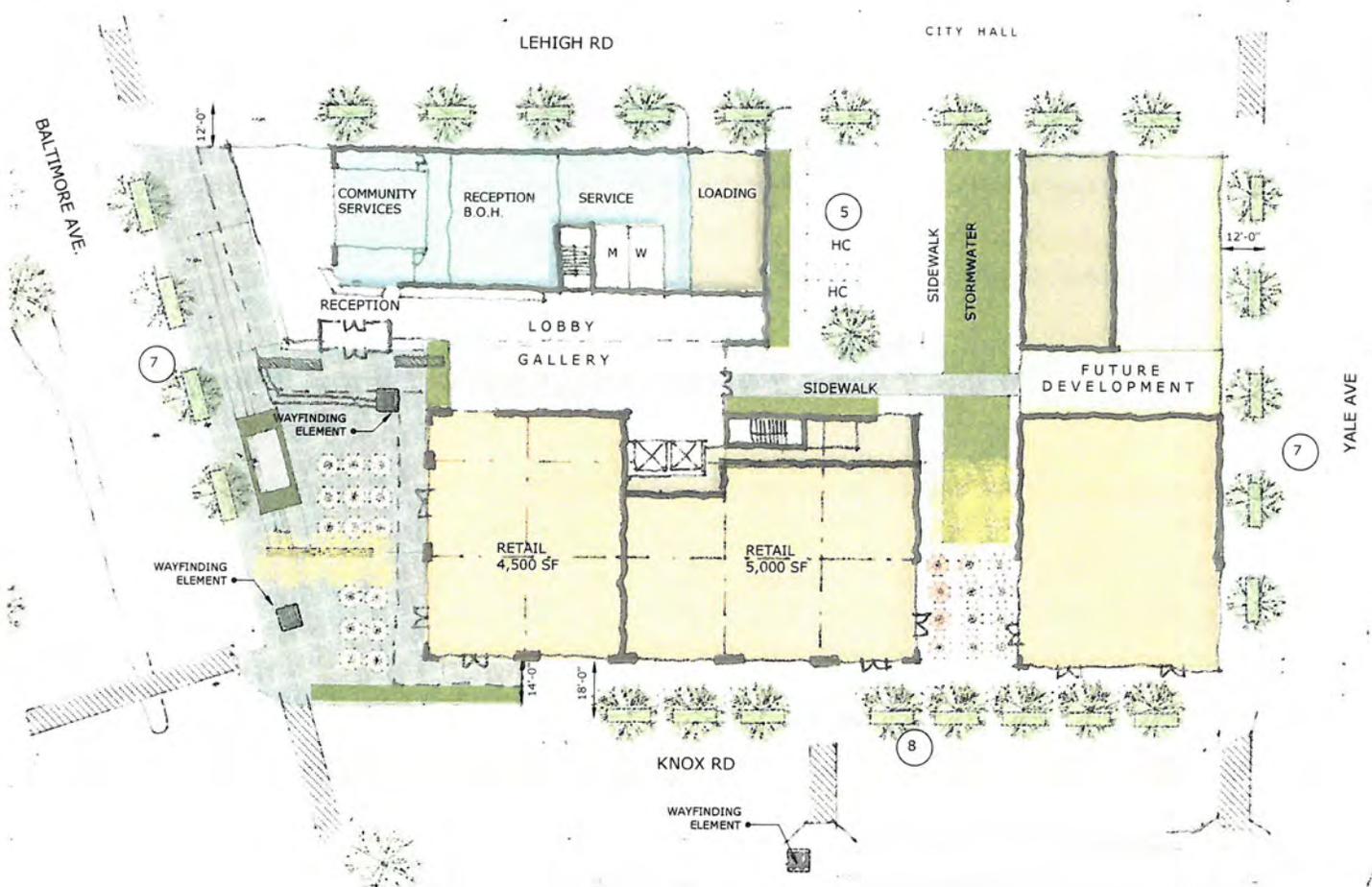
#### STREETSCAPE/PLAZA

A well-designed and choreographed urban environment is a critical design component that distinguishes truly great redevelopment projects. The placement of trees, quantity and type of ornamental plantings, lighting, signage and graphics, site furnishings, paving materials, art and stormwater management all need to work hand-in-hand to create a dynamic and rich environment that celebrates the spirit of place and creates a vibrant atmosphere.

Design Collective's proposed site plan envisions a prominent public plaza located along Baltimore Street that creates a modern and energetic front door for City Hall, the University Office Building and your retail tenants. The plaza will be designed to accommodate small events while also providing seating for retail uses.

#### STORM WATER MANAGEMENT

Tight urban sites require thoughtful integration of stormwater management. Best Management Practices (BMPs) including rainwater/micro- and bio-retention planters, porous pavement and green roofs should be considered, where feasible, decreasing runoff from the site. Design Collective's proposed concepts thoughtfully used the required 30'-0" clear distance between the proposed University Office Building and the future office site on the eastern portion of the block for the majority of the bio-retention areas. Roof drains are anticipated to direct rainwater to collection basins within the layered landscape to capture, clean and infiltrate stormwater runoff. Using native plants will further reduce the need for potable water for irrigation and support a regional ecology of birds and pollinators. In addition, the native plantings in these spaces will serve to educate users of the space and – create an environment that is adaptive to the local year-round climate.



LEVEL 5

## 5.4 A PROJECT APPROACH

Design Collective combines a unique blend of disciplines with experience planning and designing a wide array of building types, particularly through mixed-use development. This particular combination of programmatic components – civic, office, public and retail space – requires a thoughtful approach and design solution that is responsive to the needs of the people that will use it.

Our understanding of the dynamics that exist among the integrated components of mixed-use development underlies our approach to design as a business strategy that will deliver the greatest value for all involved. Our relevant experience includes:

### Experience with Civic & Public Buildings

Baltimore Visitor Center, Towson Center for the Arts, New Cultural Center in Columbia

*Incorporating welcoming public areas, flexible spaces to accommodate a variety of room settings, state-of-the-art audiovisual technologies, clear wayfinding, signage and transaction areas for safe, secure, accessible and seamless operations*

### Experience designing Modern Work Environments

Cushman & Wakefield, Johns Hopkins Tech Ventures, Prometric, Inmar Technologies

*Designing new types of work settings that support the “how” and “where” people work, in order to create work environments that best fit the business, its people and work processes*

### Experience designing University Administration Facilities

UMB Administration Building, UMUC Student Faculty Services Center, UMUC Enrollment Center

*Buildings that are representative of the institution. They must operate effectively and efficiently for the staff and administration that support University operations and student services, quickly adapting to changes in technology and the delivery of those services.*

### Experience designing Public Open Spaces

The Promenade in Columbia, Rutgers Plaza, 100 Light Street

*Providing a platform and venue for activity, social interaction and connectivity between the community and the campus, buildings and destinations. Design Collective remains at the forefront of designing vibrant and sustainable streetscapes as well as dynamic open spaces that encourage people to visit again and again.*

### Experience in College Park and Greater Prince George's County

M Square, Hampton Park, University of Maryland, University of Maryland University College

*Transforming the Route 1 Corridor through a wide variety of projects that have planned for its growth, improved the City's quality-of-life amenities, diversified resident populations, improved business and employment opportunities, and advanced economic development goals and fiscal objectives.*

### Experience with M-NCPPC Review and Approval Processes

Route 1 Corridor Revitalization Plan, Purple Line Study

*Guiding major development and redevelopment projects through M-NCPPC's Detailed Site Plan Mandatory Referral Review processes. The entitlement effort for this project is intensive and will require a thorough understanding of preceding planning efforts, an ability to design and present conformance to the City, County, University and M-NCPPC's long-term planning goals and initiatives.*

## PROGRAMMING, PLANNING & DESIGN

Our design process is centered on interactive design workshops, where we engage our client stakeholders in a series of visioning, conceptual design and design development workshops to establish consensus-driven design solutions. This is an interactive process that requires experience, imagination, the ability to assimilate functional requirements, make critical evaluations and clearly communicate options for informed decision-making.

Our next step will be to review, challenge and validate the preliminary concepts and space needs as defined by the original program and our previous work. We will meet with the designated stakeholder groups and individual representatives of those groups. The purpose of this effort is to understand what changes or spatial deficiencies might affect or prevent the new Town Hall and University Building from achieving its goals and true potential.

We will then leverage a variety of tools to help City and University stakeholders understand design alternatives. The fundamental tool is the building information model (BIM), which we use to illustrate the blocking, massing, sizes and relationships of spaces, circulation, egress and building services. We augment these with site studies, analysis, physical and computer-generated models to test the program fit within the site and building envelope, allowing our clients to see the relationships among spaces and units from floor-to-floor. These abstract models not only convey how programmatic elements fit and relate to one another, but also serve to study sustainability considerations for site, building orientation and day lighting.

## ENTITLEMENTS

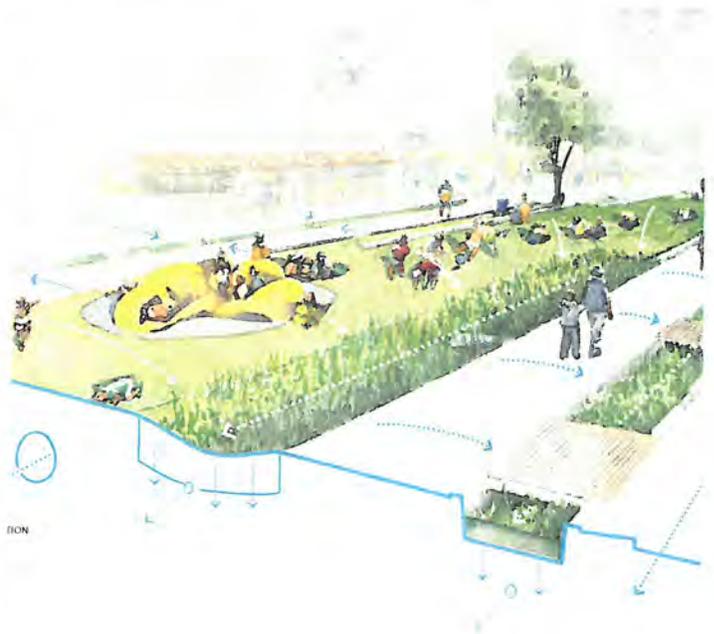
Design Collective has proven experience with complex projects working with a wide array of public agencies, including M-NCPPC, to successfully navigate their site plan and design review processes and obtain approvals under extremely difficult circumstances.

Through this experience, we understand that getting reviews lined up at the appropriate time for projects of this complexity, scale, number of phases/components and particular site is critical to being able to control the overall schedule.

Design Collective will work with the City, University and Project Manager to attend public meetings and/or hearings, provide any materials necessary for meetings, presentations, or submissions to the necessary parties and coordinate responses to public comment.

By coordinating meetings and design presentations well in advance and developing appropriate documentation to effectively communicate the desired type and quality of information that community groups and plan reviewers want to see and expect, our projects have consistently been able to secure the approvals needed to start work on time.

In order to react thoughtfully to our client's project drivers and schedule, we develop overlays of the project schedule to craft realistic timetables that are informed of all the pertinent issues for the various review processes, funding approvals, milestone dates, community meetings, etc. Along the way, we continuously update the schedule, testing assumptions that are made by our team with the reality of City and State review turnaround times.





## DOCUMENTATION

The organization, accuracy and overall quality of our construction documents are founded on effective team communication and coordination through regular and frequent multi-disciplinary coordination meetings. Detailed agendas and accurate meeting reports outline and document the decision-making and action items for follow up.

This subsequently becomes the forum for the documentation and construction process as we monitor job progress to ensure on-time and on-budget project delivery. We use the following measures to ensure coordinated work:

- » Scope of work, deliverables and schedules are clearly defined for each individual and sub-consultant and agreed upon at the beginning of the project.
- » Conduct a full team kick-off meeting with all consultants to establish primary point of contact, procedures, confirm schedules, scope and deliverables.
- » Assure that all consultants use compatible BIM/CAD systems, vocabularies and standards, as approved by the University.
- » Regular coordination meetings with the A/E design team, your Project Manager and GC are critical. Some will be specific to design-assist and quality assurance reviews.
- » Our client design reviews, presentations and meetings are frequent and thorough to make sure that the City and University are fully aware of the implications of each design decision.
- » Implement a rigorous quality assurance/quality control program



## QUALITY CONTROLS

Our proposed Project Manager and Project Architect will be fully engaged in the project from inception to the completion of construction to ensure continuity of staffing throughout the project. This will provide the City and University with a primary and secondary point of contact when project information is needed immediately.

Our firm's team-based studio structure ensures that staff are: 1) aware of the project status at all times; 2) available to support critical milestones; and 3) can support the project team when either of these individuals is out of the office.

Technical and code reviews will be conducted by experienced professional staff at key points which generally coincide with the issuance of progress sets for cost estimation at the close of each design phase and at the midpoint of the construction documents phase.

Before the conclusion of each phase of service, and before CD delivery to the City and University, we will schedule a Quality Control review of the complete Contract Document package. This is completed by Design Collective's proposed Principal-in-Charge. Design Collective has a developed and documented QA Plan based on the "Redicheck" System. Our Project Architect will also be the QA Coordinator who ensures the plan's checklist is filled out at each phase, schedules reviews and ensures that the QC review redlines are implemented. The plan's checklist is signed-off by the Project Manager after review with the Principal-in-Charge and Project Architect/QA Coordinator.



We also encourage the use of “on-board reviews” after each design phase submission milestone. These reviews provide an opportunity for the design team to present the entire design submission by discipline to the client and all key project stakeholders. At these meetings, everyone on the client side has the opportunity to ask questions, seek clarifications and express any concerns they have with the design direction.

Our design reviews, presentations and interviews with City and University stakeholders will be frequent and thorough to make sure that you are fully aware of the implications of each design decision.

Upon receipt of comments from the City and/or University, the design team will analyze each comment or recommendation and make a specific response to each item. We will then address action items with each of the consultants and thoroughly review and reconcile the results with the budget and schedule.

Design Collective has two in-house CSI certified specification writers with more than 50 years of combined experience. They review all materials and methods for conformity to current practices and constructability.

### CONSTRUCTION ADMINISTRATION

Design Collective has built our firm’s reputation on delivering service to the highest standards from design through completion of construction. Construction Administration is performed by the same team member(s) that participated in the design phase and are therefore familiar with the issues behind critical design decisions to preserve THHC’s interests and the quality of design.

Design Collective’s entire design team will continue to be active in the project’s construction process – led by our Project Manager, as the key representative. If any activity in construction warrants additional consideration, such as a design change or proposed substitution, we will be in the position to revisit the design issues with the original decision makers. Our Project Manager is supported by a highly-qualified design and technical support staff which will allow us to be responsive, thorough and on-site when you need us.

### SITE VISITS

Our Project Manager will make regularly-scheduled visits to the site to monitor progress, observe construction quality and confirm design intent. If any activity in construction warrants additional consideration, such as a potential design changes or proposed substitutions, we will be in the position to revisit design issues immediately and make recommendations to the key decision makers.

Non-complying work during construction will be remedied by removing or demolishing inferior work and redoing the work in accordance with stated specifications. If work cannot be corrected on the same day, it will be noted on the Superintendent’s daily report, and carried as an “open item” until it is resolved. The actual nature of the deficiency; corrective action required; and time needed to affect the correction will be listed on a deficiency report and cross-referenced to the daily report.

### PUNCHLIST

Punchlist corrections noted during a pre-final review will be completed prior to the City or University’s acceptance and the scheduled completion date. The actual corrections will be delegated to the GC and/or its subcontractors responsible for the work. The Superintendent will carry each punch list item as an “open” deficiency until it is completed, reviewed and approved by the City and University.



## 5.4B RISK MANAGEMENT

One of our team's hallmarks has been our ability to work hand-in-hand with our clients, their construction managers (CM) or general contractors (GC) throughout the design phase and construction process. Design Collective is extremely familiar with their expectations through pre-construction and bidding. Design Collective has worked and delivered projects in every possible contractual relationship and is equally proficient with each delivery method.

This familiarity will allow our design team to work closely with your GC and Cost Estimator, using your proposed hybrid process, to provide all necessary information for them to develop accurate cost estimates at key milestones to prevent "scope creep" and enable project flexibility from a material, constructability and design standpoint. We have used this approach in a number of private and public-private partnerships. Using Design Development documents, we work with the owner and prospective contractors to identify possible schedule and cost issues. We can integrate that experience into this proposed delivery.

During the design stages of a project, we will work with your cost estimator to prepare planning budgets for each architectural and engineering discipline so that each team leader has a specific cost control goal. We will actively seek out GC input regarding systems and material selection to help ensure the smoothest possible construction process and project delivery consistent with your goals and expectations.

Working together with your Project Manager and shortlisted GCs, we will review design documents to ensure that the design can be constructed in an efficient, cost-effective and timely manner. This approach allows us to evaluate decisions both within the individual elements (such as building envelope materials or mechanical system options) and at the aggregate level similar to what we have done at the end of Design Development on other projects to select a CM at that stage. This also allows potential conflicts to be identified early in the concept design/planning process, rather than as an afterthought that can dramatically affect design and project quality.

In order to keep the project on budget, we will:

- » Develop realistic budgets for each architectural and engineering discipline that fit the anticipated program, scope, building quality and method of construction
- » Re-assess budgets early and regularly through the process to determine if budget must be reallocated from one aspect of the work to another
- » Use BIM to perform preliminary take offs for estimation purposes on items identified in the budget
- » Engage product reps and sub-contractors to gauge cost impacts, select cost effective and appropriate materials and define installation techniques appropriate to the project
- » Conduct a thorough investigation of existing conditions to reduce the 'unknown' conditions
- » Utilize rigorous BIM coordination to avoid field changes and impact on existing conditions.

Once a GC has been selected, at the completion of the Construction Documents phase, our A/E team will work closely with your Project Manager and GC to review shop drawings, brochures, and submittals for conformance with the design intent and specifications as expressed in the construction documents.

During Construction, the Design Team will respond promptly to the GC's requests for information (RFI's) throughout the construction process, to clarify design intent and assist in the timely resolution of design-related issues. Our same key personnel will interact and the GC at progress meetings and site visits.

Our A/E team will work with your Project Manager, GC and the assigned Superintendent to review the final project schedule and the names of the participating subcontractors well before construction begins. We will ensure that the Superintendent will be responsible for calling each subcontractor to reconfirm scheduled start dates, material status, and delivery status.

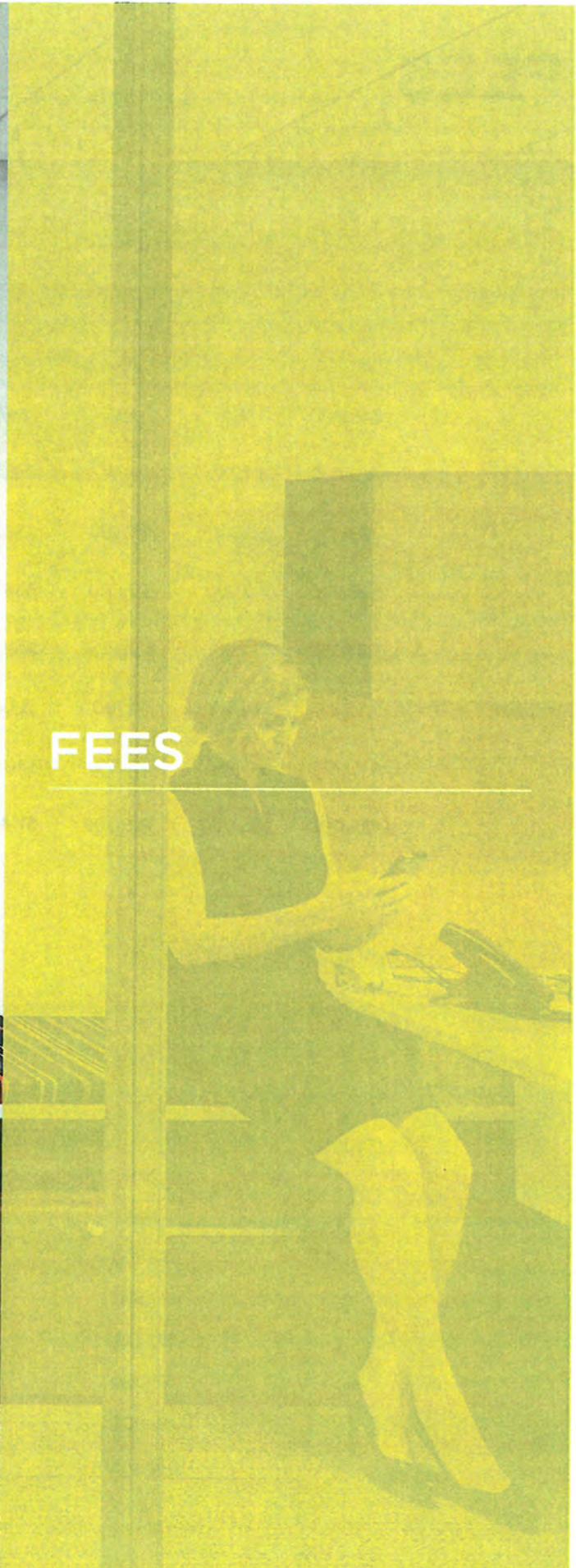
This "check" is critical to ensure that last minute changes or delays do not significantly affect the project sequence. This also gives the Superintendent another opportunity to review for potential challenges such as long-lead time materials; environmental, security and safety issues; and overlapping schedules.

In addition to individually checking-in with subcontractors, our Technical Project Manager and the CMAR's Superintendent will meet with all of subcontractors at a kick-off meeting before starting construction. The finalized schedule will be carefully reviewed and discussed at this time and start/ completion dates and milestones will be confirmed with the subcontractors.

Other specific factors that will mitigate on-time/on-budget completion risk include:

- » Our experience in construction administration, identifying constructability issues in design and designing to eliminate them and simplify the construction process to mitigate risks to schedule during construction.
- » Cost Conscious design, leveraging our experience in the region and in this market, we can work to design a cost conscious design that avoids the more volatile material markets to help control budgetary issues. For example, our team can easily design to a concrete building versus steel to mitigate against unpredictable steel costs due to changes in international trade policy.
- » Experienced teammates working together – our team has collaborated on many projects allowing us to work quickly and efficiently to resolve issues during design to stay on schedule
- » Our in-house quality control programs are used to review and advise on possible issues in the design long before construction begins. Our experience with both Construction-Managers-at-Risk and similar GC Hybrid methodologies deliveries for private sector clients and developers will allow us to craft construction documents accordingly for clear scope and understanding.
- » Our experience in Prince Georges County, and with some of these same stakeholders in the planning process of the project, allows us to craft a schedule with better insight into the process. Controlling schedule throughout design enables the team to be better positioned to mitigate any issues beyond the teams control once construction begins.





# FEES

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# FEES

CONSULTANTS	DESIGN COLLECTIVE	DESIGN COLLECTIVE	CAGLEY & ASSOCIATES	HENRY ADAMS	HENRY ADAMS	DESIGN COLLECTIVE	SUSTAINABLE BUILDING PARTNERS	SUSTAINABLE BUILDING PARTNERS
PHASE	ARCHITECTURE	LANDSCAPE	STRUCTURAL	MEP	ENERGY MODEL	LEED ADMINISTRATION	FUNDAMENTAL CX	ENHANCED CX
PROGRAMMING	\$45,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CONCEPT DESIGN	\$22,050	\$4,250	N/A	N/A	N/A	N/A	N/A	N/A
SCHEMATIC DESIGN	\$66,150	\$8,500	\$12,750	\$26,120	\$1,800	\$4,500	\$0	\$1,050
DESIGN DEVELOPMENT	\$88,200	\$17,000	\$17,000	\$34,826	\$2,400	\$9,000	\$8,000	\$1,400
CONSTRUCTION DOCUMENTS	\$154,350	\$34,000	\$34,000	\$69,652	\$4,800	\$13,500	\$8,000	\$2,800
BIDDING	\$8,820	\$1,700	\$1,700	\$3,483	\$240	\$0	\$0	\$140
CONSTRUCTION ADMINISTRATION	\$101,430	\$19,550	\$19,550	\$40,050	\$2,760	\$18,000	\$16,000	\$1,610
<b>TOTAL</b>	<b>\$486,000</b>	<b>\$85,000</b>	<b>\$85,000</b>	<b>\$174,130</b>	<b>\$12,000</b>	<b>\$45,000</b>	<b>\$32,000</b>	<b>\$7,000</b>

## ADDITIONAL SERVICE FEES

CONSULTANT	DESIGN COLLECTIVE
PHASE	FFE
PROGRAMMING	N/A
CONCEPT DESIGN	N/A
SCHEMATIC DESIGN	\$2,500
DESIGN DEVELOPMENT	\$7,500
CONSTRUCTION DOCUMENTS	\$25,000
BIDDING	\$5,000
CONSTRUCTION ADMINISTRATION	\$8,000
<b>TOTAL</b>	<b>\$48,000</b>

## REIMBURSABLE EXPENSES

Reimbursable expenses will include printing and reprographic services, delivery, courier and shipping services, architectural materials and supplies for presentations, photographs, renderings, travel expenses, parking and mileage. Reimbursable expenses are in addition to the contract amount and will be billed on a monthly basis at a multiplier of 1.1.

CONVERGENT TECHNOLOGIES	THE LIGHTING PRACTICE	CONVERGENT TECHNOLOGIES	CONVERGENT TECHNOLOGIES	CONVERGENT TECHNOLOGIES	KOFFEL ASSOCIATES	DESIGN COLLECTIVE	
ACOUSTICS & VIBRATION	LIGHTING DESIGN	AUDIOVISUAL	TELECOM	SECURITY/LOW VOLTAGE	PEER REVIEW/FIRE PROTECTION	ENVIRONMENTAL GRAPHICS	SUBTOTAL BY PHASE
N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$45,000
N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$26,300
\$1,365	\$7,970	\$8,775	\$6,565	\$2,938	\$0	\$5,700	\$154,182
\$1,820	\$10,626	\$23,625	\$17,675	\$7,910	\$6,000	\$7,600	\$273,332
\$3,640	\$21,252	\$30,375	\$22,725	\$10,170	\$9,500	\$15,200	\$454,464
\$182	\$1,063	\$1,350	\$1,010	\$452	\$15,500	\$760	\$39,649
\$2,093	\$12,220	\$3,375	\$2,525	\$1,130	\$0	\$8,740	\$249,033
\$9,100	\$53,130	\$67,500	\$50,500	\$22,600	\$31,000	\$38,000	
						<b>GRAND TOTAL</b>	<b>\$1,241,960</b>
						<b>REIMBURSABLES</b>	<b>\$38,698.80</b>

# HOURLY RATES

POSITION	HOURLY RATE
<b>ARCHITECTURE, INTERIORS, LANDSCAPE - DESIGN COLLECTIVE, INC.</b>	
Senior Principal	\$275.00
Principal	\$235.00
Senior Associate	\$190.00
Associate	\$160.00
Architect III	\$145.00
Architect II	\$120.00
Architect I	\$105.00
Administrative	\$75.00
<b>MEP ENGINEER - HENRY ADAMS</b>	
Principal	\$160.00
Project Manager/Senior Engineer (PE)	\$140.00
Project Engineer (PE or 10+ years)	\$120.00
Engineer - EIT	\$100.00
Designer/CADD Technician	\$80.00
Administrative Technician	\$55.00
<b>STRUCTURAL ENGINEER - CAGLEY &amp; ASSOCIATES</b>	
Senior Principal	\$270.00
Principal	\$240.00
Associate Principal	\$200.00
Associate	\$175.00
Project Manager	\$160.00
Project Engineer	\$135.00
Engineer (Registered PE)	\$120.00
Design Engineer (EIT)	\$110.00
BIM Modeler/CADD Operator	\$100.00
Clerical	\$71.00
<b>LIGHTING - THE LIGHTING PRACTICE</b>	
Principal	\$245.00
Associate	\$155.00
Project Manager	\$115.00
Designer	\$90.00

## PEER REVIEW/FIRE PROTECTION - KOFFEL ASSOCIATES

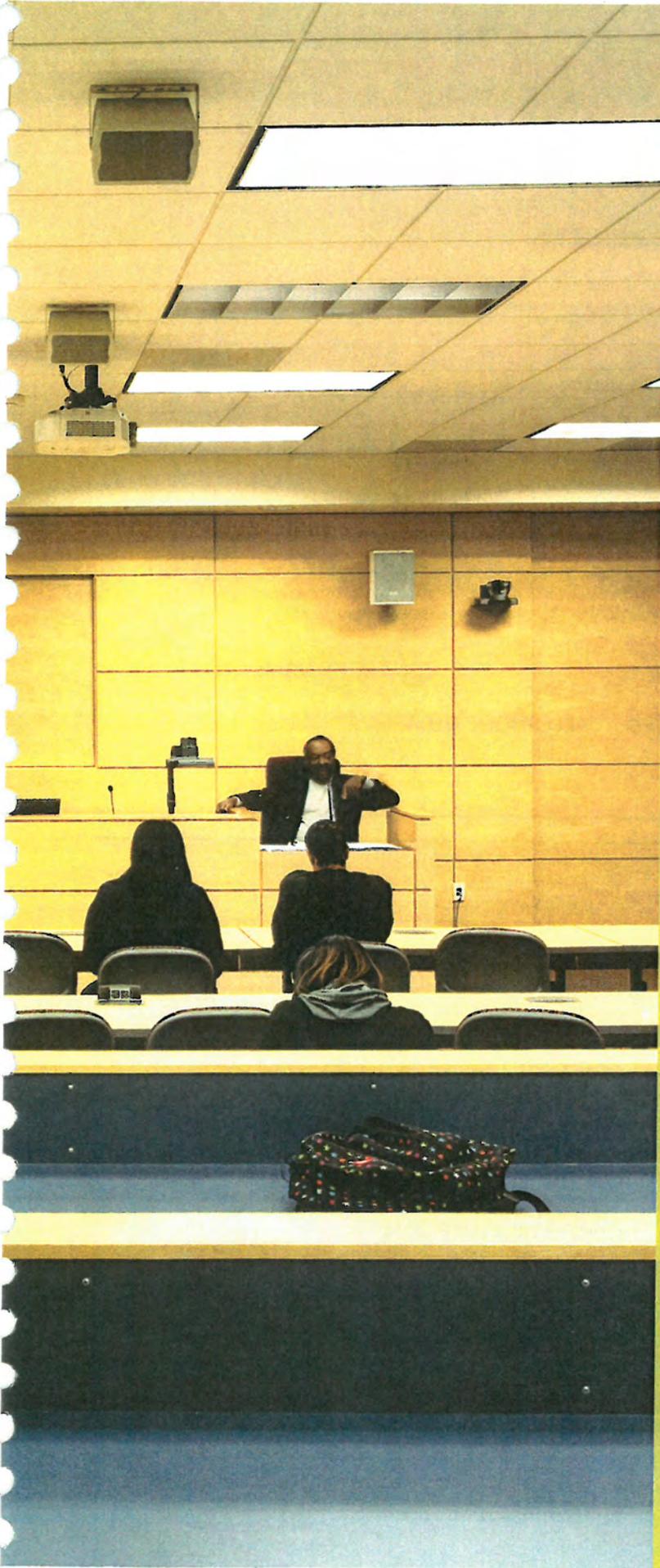
Senior Principal	\$265.00
Director	\$215.00
Project Manager	\$195.00
Senior Fire Protection Engineer	\$180.00
Registered Fire Protection Engineer	\$145.00
Fire Protection Engineer	\$125.00
Design Engineer	\$125.00
Technician	\$105.00
CAD Operator	\$90.00

## TELECOM, ACOUSTICS, A/V, SECURITY - CONVERGENT

Principal-in-Charge	\$196.00
Project Manager	\$165.00
Audiovisual Systems Designer	\$155.00
Telecom Cable Designer (RCDD)	\$158.00
Security Systems Designer	\$146.00
Acoustics Designer	\$152.00
AutoCad Specialist	\$85.00
Spec Writer	\$85.00

## ENHANCED CX - SUSTAINABLE BUILDING PARTNERS

Director of Building Performance	\$176.45
Commissioning Team Member	\$158.46
Sustainable Program Manager	\$136.71
Building Performance Manager	\$124.28
Commissioning Engineer	\$105.64
Residential Programs Manager	\$104.39
Building Performance Engineer	\$94.45
Sustainable Program Specialist	\$87.00
Building Performance Specialist	\$87.00
Commissioning Analyst	\$87.00
Building Performance Analyst	\$77.05
Sustainable Program Analyst	\$73.32



## REQUIRED FORMS

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**TO BE SUBMITTED WITH BID**

**INFORMATION REGARDING THE BIDDER**

City of College Park

1 .Name: Design Collective, Inc.  
Individual/partnership/corporation

Address: 601 East Pratt Street, Suite 300 Baltimore, MD 21202

Phone: 410-685-6655

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER
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CLIENT: City of College Park - University Partnership CONTACT NAME: Terry Schum, City of College Park PERFORMED AMOUNT: \$21,237	CONTRACT: City Town Hall Planning TELEPHONE: 301.277.3445 COMPLETION DATE: 2015
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CLIENT: The Howard Hughes Corporation CONTACT NAME: William Rowe, The Howard Hughes Corp. PERFORMED AMOUNT: \$42M	CONTRACT: Merriweather One Office Bldg. TELEPHONE: 410.964.4987 COMPLETION DATE: 2017
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CLIENT: Caves Valley Partners CONTACT NAME: Arsh Mirmiran, Caves Valley Partners PERFORMED AMOUNT: \$10.5M	CONTRACT: Stadium Square Office Building TELEPHONE: 301.277.3445 COMPLETION DATE: 2017
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CLIENT: Solstice Partners CONTACT NAME: Alex Kopicki, Solstice Partners PERFORMED AMOUNT: \$6.4M	CONTRACT: Catonsville Office Building TELEPHONE: 301.277.3445 COMPLETION DATE: 2014
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CLIENT: Velocity Capital CONTACT NAME: Brandon Bellamy PERFORMED AMOUNT: \$28M (Construction Cost)	CONTRACT: Hampton Park TELEPHONE: 410.630.6935 COMPLETION DATE: In Design
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CLIENT: City of New Carrollton CONTACT NAME: Tim George, City of New Carrollton PERFORMED AMOUNT: \$300,000 (Construction Cost)	CONTRACT: Municipal Center Renovations TELEPHONE: 301.459.6100 COMPLETION DATE: 2018
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3. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

CHAD WILLIAMS, Master Planner, MNCPPC, Chad.Williams@ppd.mncppc.org, P: 301.952.3171

TERRY SCHUM, Planning Director, City of College Park, tschum@collegeparkmd.gov, P: 301.277.3445

WILLIAM ROWE, Sr. Vice President, Design & Construction Management, Howard Hughes Corporation, William.Rowe@howardhughes.com, P: 410.964.4987

4. Identify all subcontractors that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

MEP - Henry Adams, Structural - Cagley, Peer Review/Fire Protection - Koffel, Lighting - The Lighting Practice, Enhanced Commissioning - Sustainable Building Partners, Telecom, AV, Acoustics, Security - Convergent Technologies Design Group

5. Bidders will answer the following questions: (The word "you" refers any individual, partnership, partner and/or corporation and it's officers.)

a. Have you ever failed to complete any work awarded to you? No  
If yes, state where and why \_\_\_\_\_

b. Have you ever been affiliated with some other organization that failed to complete a contract? No  
If yes, state name of individual and reason therefore. \_\_\_\_\_

c. With what other businesses are you affiliated? None

d. Please list all persons who will supervise the work under the Contract. \_\_\_\_\_  
Matthew T. Herbert, AIA; Meredith Sullivan, AIA; Emma Crenshaw, AIA; Jennifer McLaughlin, CID; Brian Reetz, PLA

- e. Identify all personnel who will be employed to prosecute the work described in the Contract Documents and list their hourly rate.  
Matthew T. Herbert, AIA - \$235/hr; Scott Vieth, AIA - \$235/hr; Meredith Sullivan, AIA - \$190/hr;  
Emma Crenshaw, AIA - \$145/hr; Jennifer McLaughlin, CID - \$235/hr; Brian Reetz, PLA - \$235/hr;  
~~Seonhee Kim - \$190/hr; Associate - \$160/hr; Architect/Designer III - \$145/hr; Architect/Designer  
II - \$120/hr; Architect/Designer I: \$105/hr; Administrative - \$75/hr~~

Dated this 13th day of April, 2018.

Design Collective, Inc. / Matthew T. Herbert

Name of company/individual

By:  Matthew T. Herbert

**TO BE SUBMITTED WITH BID**

**Non-Collusion Affidavit**

Matthew T. Herbert \_\_\_\_\_, being duly sworn on oath, deposes and says:

That he/she is the  
Principal

\_\_\_\_\_  
(Owner, Partner, Title if on behalf of a Corporation)

of Design Collective, Inc.

\_\_\_\_\_  
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

\_\_\_\_\_  
(SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

**TO BE SUBMITTED WITH BID**

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES**

I hereby affirm that:

1. I am the Principal (Title) and duly authorized representative of

Design Collective, Inc. (Name of Business Entity) whose address is

601 East Pratt Street, Suite 300

Baltimore, MD 21202

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

2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

None.

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I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of University Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

April 13, 2018

Date



Signature

Matthew T. Herbert

Printed Name

# TENTATIVE SCHEDULE

The project assumes 6 to 9 months for development site plan (DSP) approval. In parallel with that process, the schedule is quite aggressive to get to construction drawings and into construction. We would anticipate a budget and value engineering phase at the end of Design Development. Other key milestones are:

PHASE	DURATION
Programming	4 Weeks
Concept Plan	4 Weeks
DSP Submission	6 Months
Schematic Design	8 Weeks
Design Development	10 Weeks
Value Engineering/Budget Review	6 Weeks
Construction Documents	15 Weeks
Issue CD 50% Set	
Submit Peer Review	4 Weeks
Response to Comments	2 Weeks
Issue Full Permit Set	
County Review	4 Weeks
Bid and Award (Concurrent)	4 Weeks
Contract Administration	16 Months

Prince George's County has a requirement for 3rd party peer review. In our experience in Prince George's County, the peer review process adds time to the submission duration which we have included. In general, building permits once uploaded and accepted by Prince Georges County are being processed in 10-15 business days.

In the proposed schedule, we have broken out key milestones and submissions. The best method for achieving adherence to a project schedule is to ensure that the schedule is inclusive of the major milestones for all participants in the project. To ensure that our design team and its various sub-consultants are primed to meet each deadline, we will develop an informed project schedule in conjunction with our consultants and the owner and key stakeholders, that include appropriate timeframes for decision making, engineering, a robust quality control process, team-wide quality assurance and careful detailing by all disciplines.

Projects that could potentially go on hold also require that changes are seamlessly tracked and that staffing fluctuations are planned carefully to avoid significant delays once the project starts up again. Communication is key to meeting these milestones. As such we will:

- Meet at each phase kick off with the full consultant team to map out the milestones, deliverables and critical path items for each phase of delivery.
- Establish fine-grained phase-by-phase schedule at each phase kickoff meeting with critical path issues from each consultant and delivery dates for key decisions.
- Meet via "GoTo" or in person at regular intervals, usually bi-weekly, for coordination
- Exchange BIM files and PDF check sets on a bi-weekly basis at early phase of design and on a weekly basis as the team moves into higher levels of documentation.