IAC MEETING AGENDA
Thursday, October 13, 2022
Virtual Meeting
9:00 a.m.

Live and archived streams of IAC meetings are available at https://mdschoolconstruction.org
Please visit https://mdschoolconstruction.org to sign up for public comment.

Introduction
- Meeting called to order
- Roll Call
- Revisions to the Agenda
- Public Comment

<table>
<thead>
<tr>
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<th>Consent Agenda</th>
<th>Presenter</th>
<th>Page</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>A. Approval of September 8, 2022 Minutes</td>
<td>Alex Donahue, Acting Executive Director</td>
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<tr>
<td></td>
<td>B. Contract Awards</td>
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<td></td>
<td>C. Project Closeout</td>
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<td>D. Approval of Montgomery County Easements</td>
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<td>E. Charles County Request to Rescind Local Planning Approval for Three Projects</td>
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<td>F. Prince George's County Revision to Charles H. Flowers HS Project FY 2023</td>
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<td>120*</td>
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<td>CIP Allocation</td>
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<td><strong>Informational</strong></td>
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<td></td>
<td>H. Built to Learn Act Project Status Report</td>
<td>Secretary Ellington Churchill,</td>
<td>122</td>
</tr>
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<td>I. Informational Facility Status Changes</td>
<td>Department of General Services; Heidi Dudderar,</td>
<td></td>
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<td>Assistant Attorney General; Cassandra Viscarra,</td>
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<td></td>
<td>Deputy Director for Administration</td>
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<td>124</td>
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<tr>
<td>2</td>
<td>Approval of Lease Agreement between the Maryland Stadium Authority and the IAC</td>
<td>Alex Donahue, Acting Executive Director</td>
<td>125*</td>
</tr>
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<tr>
<td>3</td>
<td>Baltimore City Government Sale of Dr. Roland N. Patterson Sr. School Building #82</td>
<td>Heidi Dudderar, Assistant Attorney General for</td>
<td>164*</td>
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<td>4</td>
<td>Pass-Through Grant Funding Approval</td>
<td>Arabia Davis, Funding Programs Manager</td>
<td>239*</td>
</tr>
<tr>
<td>5</td>
<td>Queen Anne's County Amend Two Projects from FY 2022 Capital Improvement Program</td>
<td>Gricel Munoz, Regional Facility Manager</td>
<td>246*</td>
</tr>
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<td>6</td>
<td>IAC Funding Factors: Enrollment Projections and Adjacent Schools Presentation</td>
<td>Jamie Bridges, Planning Manager</td>
<td>247</td>
</tr>
</tbody>
</table>


Announcements

*Action Item
DRAFT Meeting Minutes – September 8, 2022

Call to Order:
Chair Kasemeyer called the video-conference meeting of the Interagency Commission on School Construction to order at 9:00 a.m.

Members in Attendance:
Edward Kasemeyer, Appointee of the President of the Senate, Chair
Superintendent Mohammed Choudhury, Maryland State Department of Education
Michael Darenberg, Appointee of the Governor
Linda Eberhart, Appointee of the Speaker of the House
Secretary Ellington Churchill, Department of General Services, Vice-chair
Gloria Lawlah, Appointee of the President of the Senate
Dick Lombardo, Appointee of the Governor
Secretary Robert S. McCord, Maryland Department of Planning

Members Not in Attendance:
Brian Gibbons, Appointee of the Speaker of the House

Revisions to the Agenda:
There were no revisions to the agenda.

Public Comment:
There was no public comment.

IAC Correspondence:
There was no IAC correspondence.

1. Consent Agenda – [Motion Carried]
   Upon a motion by Ms. Lawlah, seconded by Mr. Lombardo, the IAC voted unanimously to approve the consent agenda.
   A. Approval of the August 11, 2022 Minutes
      To approve the minutes of the August 11, 2022 Interagency Commission on School Construction Meeting.
   B. Summary of Contract Awards
      To approve contract procurement as presented.
C. Approval of Revisions to Previously Approved Contracts
   To approve revisions to two previously approved contract awards to accurately reflect the correct allocation amount for the Mardela Middle School/High School contract and to remove the reversion for the #083 William Paca Elementary School roof replacement and design fees contract.

D. Project Closeouts
   To approve the final State project costs as presented and to remove the projects from the active project detailed financial report.

E. Anne Arundel County Site Approval - Old Mill Complex Approval for CAT North
   To approve the use by the Anne Arundel County Board of Education (AACBOE) of a portion of the 172.5 acres of land at 600 Patriot Lane, Millersville, MD, 21108, known as the Old Mill Complex, for the construction of the Center for Applied Technology North (CAT-North) replacement facility; adhering to the actions identified in the state clearinghouse review, state identifier 20220627-0551.

F. Approval of Property Transfer - Baltimore City - 30.074 George W. F. McMehen Special Ed High School #177
   To approve the transfer of 30.074 George W. F. McMehen Special Ed High School #177 PSC#30.074, 4411 Garrison Boulevard, Baltimore, MD, 21215, from the Baltimore City Public Schools Board of Commissioners (BOC) to the Mayor and City Council of Baltimore, as approved by the BOC on January 11, 2022, and in accordance with the Memorandum of Understanding for the Construction and Revitalization of Baltimore City Public Schools dated December 2016, with the agreement that the city government will reimburse the state the outstanding bond debt service in the amount of $126,448.70 by the scheduled dates that will be determined by the State Treasurer's Office. The Baltimore City Government shall obtain approval of the Interagency Commission before transferring any right, title, or interest to any portion of the property.

G. Carroll County - Charles Carroll ES Renovation - LP Approval Rescission
   To approve the rescission of Carroll County Public School's (CCPS) FY 2015 Local Planning (LP) approval for the Charles Carroll Elementary School Renovation project (#06.006.15LP).

H. Built to Learn Act Project Status Report – [Informational Only]

2. Adoption of IAC FY 2022 Annual Report – [Motion Carried]
   Hannah Sturm, IAC Communications Coordinator, and Cassandra Viscarra, Deputy Director for Administration, presented the IAC's inaugural comprehensive Fiscal Year 2022 Annual Report. Commission members requested information on how this report will be distributed to the public. IAC staff explained that this will be distributed to our general distribution list and subscribers to the IAC’s email bulletins.

   Upon a motion by Ms. Lawlah, seconded by Superintendent Choudhury, the IAC voted unanimously to approve the final draft of the comprehensive IAC Fiscal Year 2022 Annual Report, pending non-substantive edits by staff.
3. **Adoption of Final 14.39.02.05 COMAR Revisions – [Motion Carried]**

   Jonathan Borghetti, IAC Policy Analyst, presented the final revisions to COMAR 14.39.02.05 to be adopted by the IAC.

   Upon a motion by Secretary McCord, seconded by Secretary Churchill, the IAC voted unanimously to adopt the final COMAR Revisions as published in the July 15, 2022 Maryland Register (Volume 49, Issue 15, Pages 729-750).

4. **FY 2023 Healthy School Facility Fund Approval of Project Applications - [Motion Carried]**

   Arabia Davis, IAC Funding Programs Manager, and Gene Shanholz, IAC Regional Facilities Manager, presented FY 2023 Healthy School Facility Fund project recommendations for approval. The funds will be used for projects that remediate environmental health risks in school facilities including indoor air quality, roof, and HVAC projects. Commission members requested information on the current condition of schools that have air conditioning projects. IAC staff explained that only one project that lacks air conditioning was submitted — the Southern Garrett High School — and that upon completion of the recommended project all classrooms in the school will be fully air conditioned.

   Upon a motion by Ms. Eberhart, seconded by Superintendent Choudhury, the IAC voted unanimously to approve Fiscal Year 2023 Healthy School Facility Fund (HSFF) project allocations totaling $45 million.

5. **Dorchester County Amendment to FY 2023 Capital Improvement Program - [Motion Carried]**

   Ms. Davis and Rodney Dionisio, IAC Regional Facilities Manager, presented the Dorchester County Public Schools (DCPS) request to amend their FY 2023 Capital Improvement Program (CIP) to include the Maple Elementary Roof Replacement Project. The project was approved in FY 2022 HSFF for $1.8 million. Recent market conditions caused the project to come in above budget. DCPS requested the application of CIP funding held in the account reserved for Dorchester to increase the project allocation to cover the additional costs. Commission members commented that the IAC will potentially see similar increases in future due to current economic conditions.

   Upon a motion by Ms. Lawlah, seconded by Secretary Churchill, the IAC voted unanimously to approve a request from Dorchester County Public Schools (DCPS) to amend the FY 2023 Capital Improvement Program (CIP) to include the Maple Elementary School Roof Replacement project and assign funding in the amount of $452,640 from the DCPS reserve account.

6. **Adoption of FY 2022 Annual Maintenance Report - [Motion Carried]**

   Alex Donahue, Acting Executive Director, Scott Snyder, Maintenance Group Manager, and Brooke Finneran, Maintenance Administrative Officer, presented the FY 2022 annual report on maintenance of Maryland's public school facilities. Commission members requested clarification as to whether deficiencies identified in Fire and Safety Systems present a threat to safety. IAC staff will provide further details to the IAC but have clarified that the identified deficiencies do not present an immediate threat. Furthermore, Commission members requested information regarding the process if the LEAs do not respond to the IAC’s notice of minor deficiencies. IAC staff explained that the LEA has 45 days to prove the remediation of deficiencies to potentially increase their maintenance assessment scores, and after that time period the final results are provided to the LEA, including a copy sent directly to the Superintendent. IAC staff make efforts to engage in further discussions with LEAs around the resolution of any remaining issues.
Upon a motion by Secretary Churchill, seconded by Ms. Lawlah, the IAC voted unanimously to approve the final draft of the FY 2022 Report, *Maintenance of Maryland’s Public School Buildings*, dated October 1, 2022, pending non-substantive edits by staff.

7. Extension of FY 2021 SSGP Application Period - [Motion Carried]
Ms. Davis presented the IAC staff recommendation to reopen and extend the application schedule for the FY 2021 School Safety Grant Program (SSGP). For FY 2021, the IAC administered the SSGP and approved a total of 209 projects totaling $6.3 million of the $10 million appropriated. Reopening the application period would allow LEAs that have not yet identified an eligible project an adequate amount of time to request the $3.6 million available for allocation. Commission members asked if this would allow an LEA who have unspent funds that were allocated to apply again and IAC staff confirmed this would be allowed.

Upon a motion by Ms. Eberhart, seconded by Ms. Lawlah, the IAC voted unanimously to modify the FY 2021 School Safety Grant Program (SSGP) Administrative Procedures Guide (APG) Application Schedule to reopen and solicit a new round of applications from Local Education Agencies (LEAs) with remaining available funding.

8. Pass-Through Grant Funding Approval - [Motion Carried]
Ms. Davis presented the first application for the Pass-Through Grant (PTG) by Caroline County for the Federalsburg Elementary School bathroom renewal project. Commission members requested the deadline that the LEAs have to request PTG funding and IAC staff shared that LEAs will have until May 1, 2023 to apply.

Upon a motion by Ms. Eberhart, seconded by Secretary Churchill, the IAC voted unanimously to approve a Pass-Through Grant program project as presented in this item with a total allocation of $56,883.

9. Executive Session - [Motion Carried]
Pursuant to §3-305(b)(3) of the General Provisions Article, Annotated Code of Maryland, and with unanimous agreement by all members present, the Interagency Commission met in closed session on Thursday, September 8, 2022 to discuss real property acquisition. All members were present at the closed session with the exception of Mr. Gibbons. Also in attendance were Executive Director Donahue, Ms. Viscarra, and Heidi Dudderer, Assistant Attorney General for the IAC. The Executive Session commenced at 9:38 a.m.

The Executive Session concluded at 9:59 a.m. Chair Kasemeyer explained that the closed session was to receive a briefing by IAC staff and counsel for proposed lease terms for new office space.

**Announcements:**
None.

**Adjournment:**
Upon a motion by Mr. Lombardo, with a second by Superintendent Choudhury, the IAC voted unanimously to adjourn the meeting at 10:00 a.m.
Item 1B. Summary Of Contract Awards

Motion:
To approve contract procurement as noted below.

The IAC staff has reviewed the contract procurement for the following State approved projects and recommends IAC approval.

<table>
<thead>
<tr>
<th>County</th>
<th>Project Details</th>
<th>Bid Opening</th>
<th>Total Contract</th>
<th>State Funds</th>
<th>Local Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anne Arundel County</td>
<td>Glen Burnie High, PSC #02.020.23 SR Systemic Renovation - Building enclosure/Design Fees</td>
<td>07/15/2018</td>
<td>$3,288,861</td>
<td>$1,644,430</td>
<td>$1,644,431</td>
</tr>
<tr>
<td></td>
<td>Gales Associates, Inc.</td>
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<tr>
<td></td>
<td>Henley Construction Co, Inc.</td>
<td>07/12/2022</td>
<td>$2,961,000</td>
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<tr>
<td>Baltimore County</td>
<td>Red House Run Elementary, PSC #03.109.22 Replacement School</td>
<td>01/06/2022</td>
<td>$4,065,254</td>
<td>$1,809,290</td>
<td>$2,255,964</td>
</tr>
<tr>
<td></td>
<td>01A - William F. Klingensmith</td>
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<td></td>
<td>11A - Singer Equipment Co.</td>
<td>01/05/2022</td>
<td></td>
<td>$3,762,000</td>
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<tr>
<td></td>
<td>11A - Singer Equipment Co.</td>
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<td></td>
<td>Town Creek Elementary, PSC #18.015.23 SR Systemic Renovation - HVAC</td>
<td>06/30/2022</td>
<td>$3,392,000</td>
<td>$1,967,360</td>
<td>$1,424,640</td>
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<td></td>
<td>Paramount Mechanical Corporation</td>
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<tr>
<td>Washington County</td>
<td>Bid Opening</td>
<td>Total Contract</td>
<td>State Funds</td>
<td>Local Funds</td>
<td></td>
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<tr>
<td>4. Smithsburg High PSC #21.026.22 SR Systemic Renovation - Roof Replacement</td>
<td>06/20/2022</td>
<td>$3,820,000</td>
<td>$2,391,000</td>
<td>$1,429,000</td>
<td></td>
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</tbody>
</table>

Summary Totals

| Total Contracts: 6 | $14,566,115 | $7,812,080 | $6,754,035 |
**APPROVAL OF CONTRACTS**

LEA: Anne Arundel County  
Project Name: Glen Burnie High  
Project Type: Systemic Renovation  
Scope of Work: Building enclosure/Design Fees  
Basis for Award of Contract: Base bid  
Basis of Funding: 50% of eligible base bid  

| Local Funds | $1,644,431 | State Funds | $1,644,430 | Total Contract | $3,288,861 |

State Contingency for Change Orders: 0

<table>
<thead>
<tr>
<th>Transfer State Funds:</th>
<th>Account No.</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Decrease Project Amount:</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Increase Contingency Amount:</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Decrease Contingency Amount:</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Increase Project Amount:</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

Contract # Contractor | Total Contract
---------------------|----------------|
Gales Associates, Inc. | $327,861
Henley Construction Co, Inc. | $2,961,000
| **$3,288,861** |

Notes:  
(1) Replace all window assemblies, flashing, sealants and masonry restoration in Areas C, D, and A2.  
(2) Prevailing wage rates apply to this contract.  
(3) All change orders are Local responsibility; change orders are not required to be submitted to the State for review. Final State funding is evaluated at time of project Close-Out.

IAC Approval Date:
PREVAILING WAGE BID FORM

Bid Number: 20CN-072-026

PSC No.: N/A

Date of Bid Submission: 07.12.2022

Bid Documents Dated: __________________________

Contractor: Henley Construction Company, Inc

7940 Queenair Drive

Gaithersburg MD 20879

Owner: Anne Arundel County Public Schools

Office of Purchasing

2644 Riva Road

Annapolis, MD 21401

Architect: Gale Associates, Inc.

1122 Kenilworth Drive, Suite 206

Towson, Maryland 21204

Tel. # 443-279-4500

Project Manager: Robert Miller

Anne Arundel County Public Schools

9034 Fort Smallwood Road

Pasadena, Maryland 21122

443-770-5250

Project: Glen Burnie High School Building Enclosure Phase 1 Wall and Window Restoration Buildings A, C, and D (A Prevailing Wage Project) DLLR Determination Number is TO BE DETERMINED – FOR REFERENCE, SEE ATTACHED PREVAILING WAGE SECTION # 50084

1. The undersigned, having become familiar with the local conditions affecting the cost of the Work and with the Specifications, Description of Work, Drawings and Addenda 1 through 4 thereto, and on file in the Purchasing Division of the Board of Education of Anne Arundel County, hereby proposes to furnish all labor, materials, equipment, insurance, bonds and MBE documentation necessary for the above cited Project for the sum of (in words and figures).

Addenda:

Receipt of the following Addenda is acknowledged:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
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<tbody>
<tr>
<td>1</td>
<td>06.21.2022</td>
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<tr>
<td>2</td>
<td>06.30.2022</td>
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<tr>
<td>3</td>
<td>07.06.2022</td>
</tr>
<tr>
<td>4</td>
<td>07.11.2022</td>
</tr>
</tbody>
</table>

Glen Burnie High School Building Enclosure Phase 1 Wall and Window Restoration Buildings A, C, and D:

BASE BID: TWO MILLION NINE HUNDRED SIXTY ONE THOUSAND ($2,961,000)

Board of Education of Anne Arundel County

Bid Form

06300-1

5/13/2022
ALTERNATES:

Alternate No. 1: Shall be an ADD Alternate for the following work;

All work associated with Building A including but not limited to window replacement and masonry restoration.

Price Alternate No. 1: $2,326,000

*Note: if the total is greater than $100,000, a bid bond must accompany the bid submission

UNIT PRICES:

Bidders are directed to review the details for each of the Unit Prices below in Specification Section 012200

Unit Prices are for both extra Work and Credits. This list of prices will be submitted with the Bid in and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all Work in this project involving extra materials/services performed by the General Contractor or his Subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit Prices include all overhead and profit for the Subcontractor and General Contractor. Prices as stated shall remain in effect through the end of the Contract Warranty period. The undersigned acknowledges the unit price values as part of this bid proposal and agrees to add or delete items for the unit prices identified when directed to do so by the Owner. The Owner reserves the right to negotiate unit prices depending upon the quantities to which the unit prices become applicable.

SCHEDULE OF UNIT PRICES

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>For the provision of more/less masonry reconstruction than the one (1) square foot carried in the Base Bids as outlined in Division 04 Section “Maintenance of Unit Masonry.”</td>
<td>1 SF</td>
<td>$125</td>
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<tr>
<td>2.</td>
<td>For the provision of more/less masonry repointing than the one (1) square foot carried in the Base Bid as outlined in Division 04 Section “Maintenance of Unit Masonry.”</td>
<td>1 SF</td>
<td>$60</td>
</tr>
<tr>
<td>3.</td>
<td>For the provision of more/less sealant joint removal and reinstallation than the one (1) linear foot carried in the Base Bid as outlined in Division 07 Section “Sealant Joints.”</td>
<td>1 LF</td>
<td>$25</td>
</tr>
<tr>
<td>4.</td>
<td>For the provision of more/less cutting of new masonry relief joints and installation of backer rod and sealant than the one (1) linear foot carried in the Base Bid as outlined in Division 07 Section “Sealant Joints.”</td>
<td>1 LF</td>
<td>$145</td>
</tr>
</tbody>
</table>
PROPOSED SUBCONTRACTORS/MANUFACTURERS:

If an item is noted as required in bid package description, the specific Subcontractors or manufacturer must be named below. Failure to comply may be cause for rejection of bid proposal as “non-responsive.” If item is self-performed, fill in your firm’s name. Provide a separate sheet of paper for names if space below is insufficient.

STRUCTURAL RESTORATION SERVICES
SAXTON GLAZING ALUMINUM
OCP
M&B CONTRACT

2. The Bidder proposes to begin the Work when the Contract is dated and signed by Anne Arundel County Public Schools Supervisor of Purchasing.

3. In submitting this bid, the Bidder understands that the Board of Education of Anne Arundel County reserves the right to reject any or all bids and that this Bid may not be withdrawn for ninety (90) days following the Bid opening date.

4. If required by the Invitation to Bidders, Bid Security as specified in the Instructions to Bidders is included with this Bid.

5. If required by the Invitation to Bid, the Minority Business Enterprise Utilization Affidavit and MBE Participation Schedule are submitted with this Bid.

6. By signing this Bid, Bidder acknowledges the following:

   a. Substantial Completion shall be no later than December 30, 2023.

   b. Liquidated Damages shall be $1,000.00 per calendar day due the Owner after expiration of the contract time for substantial completion. All Liquidated damages shall be assessed in accordance with the General Contract Documents and Supplemental Conditions for this project.

   c. The Contractors Summary of Work for the Project Site shall be as more fully described in Section 011000 of the Specifications.

   d. It has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, ordinances and regulations that in any manner may affect the Contract Sum, Contract Time or Performance of Work.

   e. Written Notice of all conflicts, errors, or discrepancies it has discovered in the General Documents has been given to the Owner and the written resolution thereof by the Owner is acceptable.

   f. Contractor shall pay all sales, consumer, use and other similar taxes required by law. Materials, which are incorporated into the Work under this Contract, are not exempt from Maryland State sales or use tax.
7. By signing this Bid, Bidder affirms that none of the Company Officers, Directors, or its employees has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or the Federal government.

July 12, 2022

David W. Riffle
Executive Vice President
7940 Queanir Drive
Gaithersburg MD 20879
301-417-1006 (Telephone Number)
240-299-3686 (Cell Phone Number)
301-417-0576 (Fax Number)

Henley Construction Company, Inc

(Firm Name)
By

(Firm Name of Individual Signing Bid)
(Title)
(Firm Address)
(Firm Address)
(MDOT MBE Certification number, if applicable)
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
ARCHITECTURAL AND ENGINEERING SERVICES
PROPOSAL SUMMARY

PROJECT TITLE &
RFP NUMBER: GLEN BURNIE HIGH SCHOOL BUILDING ENCLOSURE
Wall and Window Restoration – Phase 1
RFP #18CN-043-060

SCHEDULE
Notice-to-Proceed (NTP)                     DATE
50% Submission                           Immediately After Board Approval
On-Board Review                           90 Days ARO
95% Submission                           104 Days ARO
On-Board Review                           125 Days ARO
Final Documents                           139 Days ARO
Bids Due                                  153 Days ARO
Construction Starts                      35 Days After Final Documents
Substantial Completion

FEE
Firm fixed fee for this task $327,860.73

FEE BREAKDOWN

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation and Design Phase</td>
<td>$143,509.98</td>
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<tr>
<td>Contractor</td>
<td>$16,560.00</td>
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<tr>
<td>Bid Phase</td>
<td>$4,835.75</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>$160,655.00</td>
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<table>
<thead>
<tr>
<th>Subconsultant Firm(s)</th>
<th>MDOT Cert. No.</th>
<th>% of Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. WGP, Inc</td>
<td>09-067</td>
<td>6%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>6%</td>
</tr>
</tbody>
</table>

PROJECT BUDGET
AACPS Construction cost estimate for this project is $4,000,000.00

INSTRUCTION NOTE: In space(s) that do not apply to the proposal, place “N/A”.
In the SCHEDULE section, you shall use calendar days starting with NTP.
ARO: After Receipt of Order
November 12, 2021

Anne Arundel County Public Schools
2644 Riva Road
Annapolis, MD 21401

Attn: Mr. Vince O’Brien
Senior Buyer
T: 410-222-5177
vobrien@aacps.org

Re: Wall and Window Restoration
Phase 1 – Buildings A, C, and D
Glen Burnie High School
7550 Baltimore Annapolis Blvd.
Glen Burnie, MD 21060
ECC: $3,000,000 - $3,500,000
RFP #18CN-043-060
Gale P09160

Dear Mr. O’Brien:

Gale Associates, Inc. (Gale) is pleased to present this proposal to provide Engineering Consulting Services to Anne Arundel County Public Schools (AACPS) regarding the above-referenced facility.

PROJECT DESCRIPTION
The Glen Burnie High School consists of six (6) buildings with an overall footprint of approximately 193,000 SF. The two-story buildings have low-sloped roofs with built-up membranes. The original building, along Baltimore Annapolis Blvd., is considered historic in nature and on the local historic register. The façades throughout the campus consist of transitional, mass and cavity walls with brick masonry. Fenestrations include punched and ribbon style openings with isolated areas of storefront systems. Windows vary from wood framed assemblies on the original building (Building D), to steel and aluminum framed assemblies on the other buildings.

Gale recently completed a facility condition assessment to assist AACPS is planning a campus wide refurbishment of the exterior façades and roof systems. See Gale report dated October 12, 2021. Based on discussions with AACPS regarding the opinions and recommendations provided in the report, AACPS has elected to move forward with Phase 1 of the façade restoration to include replacement of the window and storefront assemblies and repairs to the brick façade on Buildings A, C, and D. AACPS has requested Gale to complete the evaluation, engineering and design necessary to prepare drawings and technical specifications for the replacement of the window and storefront assemblies and repairs to the façades on the buildings noted. AACPS requested that Building A be bid as an alternate item. Gale has also been requested to provide limited assistance during the Bid and Construction phases of the project. It is our understanding that construction will be completed over the summers of 2022 and 2023.

SINCE 1964
SCOPe OF SERVICES

Evaluation and Design Phase Services
Based upon our understanding of the project, we propose the following Scope of Services:

• Initiate the project via teleconference to establish the schedule for field services and deliverables, and coordinate access and site logistics. Minutes of the meeting will be developed and distributed by Gale.

• Review original plans, specifications, reports, and similar data made available to Gale. It is our understanding that original construction drawings are available for review to include elevations and plans.

• Perform an exterior visual evaluation of the wall and window systems and related accessory construction to identify and quantify masonry defects to be repaired as part of the restoration project. Walls and windows will be observed from the ground, a 60-foot articulating boom lift, and using binoculars as required. Dimensions on Elevations utilized for the evaluation phase will be confirmed, fenestrations measured, and the Elevations drawn in AutoCAD.

• Observe the removal and replacement of isolated representative areas of brick masonry on Buildings A, C, and D, to verify the as-built methods and materials of construction, specifically at steel hung plate lintels, where irregularities were noted. Masonry will also be removed at typical fenestrations. We anticipate six (6) to eight (8) locations of destructive testing, total, among the buildings.
  □ The actual removal and replacement of masonry components and the staging/hoisting apparatus required to perform this work will be provided by an independent contractor. The estimated costs for contractor assistance are included in this proposal as a reimbursable expense. We have predicated our proposal on completing masonry removal and reinstallation associated with the test cuts in three (3) days.

• View the interior of the facilities to identify obstructions or existing conditions that could affect the new window installation.

• Observe and document typical interior window surround conditions. Removal of interior assemblies, to include suspended ceiling assemblies and gypsum finishes will be required. The finishes at the head and jamb conditions at six (6) to eight (8) window locations will be removed.
  □ The actual removal and replacement of interior finishes will be completed by AACPS. We have predicated our proposal on observing the interior finishes and conforming substrate conditions in one (1) day.
  □ We have predicated on our work being completed during normal business hours.

• Observe the removal and replacement of three (3) to four (4) typical windows within 10 feet of grade level to verify the as-built methods and materials of construction and condition of these materials.
The actual removal and replacement of the window assembly, and the staging/hoisting apparatus required to perform this work will be provided by an independent contractor. The estimated costs for contractor assistance are included in this proposal as a reimbursable expense. We have predicated our proposal on completing the window removal and replacement in three (3) days.

- Perform RILEM tube testing to measure the approximate porosity of the existing masonry and mortar conditions. We anticipate testing approximately ten (10) locations.

- Evaluate the window and wall systems for general conformance with industry standards. Engineering analysis will be performed to establish design criteria for the windows such as wind resistance, air infiltration parameters, solar heat gain, and condensation resistance requirements.

- Prepare a Design Development Letter Report that will outline our findings, repair/replacement options, and associated work. The design development letter will provide a rendering developed from photo imagery for the primary elevation along Baltimore Annapolis Boulevard. The rendering will show up to two (2) different window configurations. A budgetary construction cost estimate will also be provided.

- Meet with AACP5, at the project site, to present and review design recommendations. Meeting minutes will be developed and distributed by Gale to confirm our understanding.

- Prior to commencing with the design phase of the project, Gale will request written comments from AACP5 and authorization to proceed with design.

- Prepare a Design Document (DD) submission for the Interagency Commission (IAC)'s review, to include one (1) copy each of the following.
  - Building enclosure facility study, dated October 12, 2021.
  - IAC forms 302.1, 302.2, 302.3, and 302.4.
  - Outline construction specifications.
  - List of alternates.
  - Elevation Drawings.

- Design the construction measures and prepare drawings and technical specifications suitable for soliciting contractor bids for the work.
  - Provide a 50% Document submission (three (3) bound copies) for review and written comment, along with an updated budgetary construction cost estimate.
  - Attend a review meeting at AACPS's office to review and discuss AACPS comments. Meeting minutes will be developed and distributed by Gale to confirm our understanding. Gale will incorporate AACPS's comments into the next submission.
IAC Meeting 10/13/2022

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- Provide 100% Design Documents for Interagency Commission on School Construction’s (IAC) review and written comments to include:
  - Drawings: Three (3) copies for AACPS, five (5) copies for IAC, signed and sealed, and marked as Bid Documents for IAC.
  - Specifications: Three (3) copies for AAPCS and one (1) unbound and four (4) bound copies for IAC.
  - Construction Cost Estimate: Three (3) copies for AACPS and five (5) copies for IAC.
  - IAC Forms: Signed, one (1) copy each for AACPS and IAC.
- Attend a review meeting at AACPS’s office to review and discuss AACPS’s comments.
- After addressing comments, we will finalize the Design documents suitable for contractor bidding to include:
  - One (1) reproducible set, two (2) copies, and one (1) CD (AutoCAD) of final drawings.
  - One (1) unbound copy, two (2) bound copies, and one (1) CD (Microsoft Word) of final specifications.
  - Final Construction Cost Estimate.

• AACPS will provide the contract and bidding (i.e., non-technical) requirements of the Construction Documents.

**Bid Phase Services**
• Attend the pre-bid meeting at the project site.
• Address RFIs and provide clarifications to bidders as needed.
• Prepare addenda as required prior to bid.
• Review bid results and provide a summary of the results.

**Construction Phase Services**
The following construction phase services will be completed in both the Summers of 2022 and 2023, with the exceptions as noted.

• Initiate the Construction Phase by establishing the project site visit schedule during construction and points of contact for communication.
• Receive and review contractor’s shop drawings and submittals for acceptance or rejection prior to project start-up. Rejected submittals will be returned to the contractor for resubmittal. We recommend all submittals be received and reviewed by Gale prior to the pre-construction meeting and job start-up. *(Summer of 2022 only)*
Vince O’Brien  
Re: Window and Wall Restoration – Phase 1  
Glen Burnie High School  
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- Attend a pre-construction meeting at the site to review project requirements from a technical and non-technical aspect. Scheduling, coordination with interior occupants, and set-up locations will be reviewed at that time. Written meeting minutes will be developed and distributed by Gale.

- Perform periodic observations of the contractor’s work. Written field reports summarizing Gale’s observations and the contractors progress will be submitted.
  - This proposal is limited to:
    - Twenty (20) half-day* site visits by a Sr. Field Technician for a period of twelve (12) weeks.
    - Six (6) half-day* site visits by a Project Manager.

*Half-day (5 hour) site visits include .5 hour(s) of travel each way, 3.5 hours on-site, and .5 hour for report preparation.

- Attend construction site meetings to review contractor progress and performance. Written meeting minutes will be developed and distributed by Gale for each meeting.
  - This proposal is predicated on Gale’s attendance at six (6) meetings. AACPS will coordinate the meeting schedule with Gale.

- Review periodic payment requests for the project made by the contractor, technical issues, and change order requests.
  - This proposal is limited to twenty (20) hours of review by a Project Manager.

- Perform a site visit after phase/job completion and prior to contractor demobilization to observe completed work. We will provide a report that will identify and locate those items that are incomplete and/or non-conforming with the Construction Documents. It is the sole responsibility of the contractor to properly address each item and report corrections/completion directly to AACPS.

- Perform one (1) follow-up site visit to verify that deficient items previously identified have been addressed. We will provide a letter documenting the condition of outstanding items.

- Review final project closeout documents: Contractor’s Lien Release and Consent of Surety, Contractor’s Guarantees, Manufacturer’s Warranties, and final contractor payment requisition. (Summer of 2023 only)

COMPENSATION

- Our compensation to provide the Scope of Services described above will be as follows:

  Evaluation and Design Services (fixed fee) ........................................... $143,509.98
  Masonry Contractor (estimated) ....................................................... $7,935.00
  Window Contractor (estimated) ......................................................... $8,625.00
  Boom Lift – 60’ (estimated) ............................................................... $2,300.00
Vince O’Brien
Re: Window and Wall Restoration – Phase 1
Glen Burnie High School
November 12, 2021
Page 6

Subtotal ........................................................................................................ $162,369.98
Bid Phase Services (fixed fee) ................................................................. $4,835.75
Construction Phase Services – Summer 2022 (time and expense) .... $82,952.50
Construction Phase Services – Summer 2023 (time and expense) ... $77,702.50
Total ................................................................. .................................................................. $327,860.73

• Gale services will be performed in accordance with Contract 18CN-043, dated January 23, 2019.

PROJECT PARAMETERS AND LIMITATIONS
• Gale will be provided complete access, including an escort, to required areas of the facility. Gale’s services are weather dependent and will be conducted during normal business hours.

• Gale assumes no liability for the accuracy of any documents of any type, to include drawings, provided to Gale by AACPS. Gale will rely on the accuracy of said documents as provided.

• This proposal is predicated on one (1) contractor being awarded both phases.

• Should the boom lift be required to be driven on sidewalks, grass or soft surface areas, these areas will be reviewed with AACPS in advance. Gale will attempt to minimize the damage to the areas traversed. It is inevitable that depressions will be left in grass or soft surface areas by the boom lift. Repair of these depressions is not included in this proposal.

• Our fee does not include:
  o Replacement of electronically operated/key card reading equipment.
  o Hygrothermal Analysis
  o Replacement of man doors. Operating doors within storefronts are included.
  o Electrically operated window treatments.
  o Life cycle cost preparation or analysis.
  o Design (i.e., preparation of technical specifications, details, and/or plans).
  o Bid or Construction Phase Services.
  o Mechanical, electrical, plumbing, or structural engineering.
  o Hazardous materials identification or evaluation (lead, PCBs, mold, etc.) other than the evaluation of asbestos containing materials in the window perimeter sealants.
  o Field testing (infrared scan, leak testing, etc.).
  o Provision of staging, scaffolding, or hoisting equipment.
  o Specialized material testing of construction components and assemblies.
  o Professional Estimating.
  o Accessibility upgrades.

• It is recognized that Gale has no control over; the cost of labor, materials, or equipment for construction; any contractor’s methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Gale cannot, and does not, warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by Gale.
Vince O’Brien  
Re: Window and Wall Restoration – Phase 1  
Glen Burnie High School  
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- Gale has no authority or responsibility for the means, methods, techniques, materials, sequences, procedures, safety requirements, and programs relating to the construction of the project. The contractor is solely responsible for all aspects of the performance of the construction, including quality control; job site safety; adequacy of construction; and means, methods, and procedures.

- Gale representatives, including subconsultants retained by Gale, may visit the job site periodically. These visits are for clarifications of specific design related issues only and are not for the purposes of job site safety. It is the contractor’s sole responsibility to comply with all site safety applicable requirements.

- Correction of issues noted by Gale during the construction phase is the responsibility of the contractor, as is documentation of the correction. Gale bears no liability for further or additional observation of issues identified. Lists generated by Gale are not considered to be all inclusive and represent only those issues actually observed and noted by Gale personnel while onsite. Gale has been tasked to observe specific construction elements on a part-time basis only, and the absence of notations with respect to any other construction elements neither creates any liability on Gale’s part, nor alters the contractor’s responsibility to complete all work in accordance with the Contract Documents.

- Gale services are strictly limited to those defined within the Scope of Services noted above. If additional services are requested, they will be performed and invoiced on a time and expenses basis in accordance with our Schedule of Fees, following receipt of written authorization to proceed from AACPS.

Thank you for this opportunity to submit this proposal to Anne Arundel County Public Schools for consideration. Please call if you have any questions regarding this proposal.

Best regards,

GALE ASSOCIATES, INC.

Edwin D. Eckard, II, RRC  
Building Enclosure Design & Consulting Group

Steven J. Bohlen, P.E., RRC, RWC, BECxP  
Senior Associate  
Building Enclosure Design & Consulting Group

Enclosures:

- Fee Estimate

T:\Archive-Marketing\B-P\Letter_Proposals\Anne Arundel County PS\2021\Glen Burnie High School\Facade Restoration -Phase 1\Working Proposal\2021 1112 GBHS Wall window restoration Phase1.docx
### Engineering Services Fee Estimate

**Summary**

**Project:** Glen Burnie HS Facade - Phase 1  
**Client:** AACPS  
**Date:** November 12, 2021

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| Contractors/Equipment | No. Units | Unit Price | Subtotal | Mark-up | |
|-----------------------|-----------|------------|----------|---------|
| Mason (estimated)     | 3.00 days @ | 2,300.00 | 6,900.00 | 1.15 | 7,935.00 |
| Glazing Contractor (estimated) | 3.00 days @ | 2,500.00 | 7,500.00 | 1.15 | 8,625.00 |
| Boom Lift (60')       | 1.00 day @ | 2,300.00 | 2,300.00 | 1.00 | 2,300.00 |
| **TOTAL MBE PARTICIPATION** | | | | **18,860.00** | |

13 % MBE participation of Design Fee  
6 % MBE participation of Total Fee

**Proprietary Information Compiled Specifically For The Above-Named Client For Use On This Project Only**

IAC Meeting 10/13/2022  
11/12/2021 1:43 PM
## Building Enclosure Consulting Services
### Engineering Services Fee Estimate
#### Evaluation

**Project:** Glen Burnie HS Facade - Phase 1  
**Client:** AACPS  
**Date:** November 12, 2021

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**Proprietary Information Compiled Specifically for the Above-Named Client for Use on This Project Only**

IAC Meeting 10/13/2022  
11/12/2021 1:43 PM
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# Building Enclosure Consulting Services

## Engineering Services Fee Estimate

### Bid Phase

**Project:** Glen Burnie HB Facade - Phase 1  
**Client:** AACPS  
**Date:** November 12, 2021

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<th>Sr. Associate</th>
<th>Associate</th>
<th>Sr. PM</th>
<th>Sr. Eng/ Des/Planner</th>
<th>Sr. Staff Eng/ Designer</th>
<th>Staff Eng/ Designer</th>
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*Proprietary information compiled specifically for the above-named client for use on this project only.*
**IAC Meeting 10/13/2022**

**CLIENT:** AACPS  
**DATE:** November 12, 2021

---

### Project: Glen Burnie HS Facade - Phase 1

### Engineering Services Fee Estimate

**CONSTRUCTION PHASE 2022**

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<th>Associate</th>
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**Total Hours:** 300  

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**Proprietary Information Compiled Specifically for the Above-Named Client for Use on This Project Only**

11/12/2021 1:43 PM

IAC Meeting 10/13/2022
## BUILDING ENCLOSURE CONSULTING SERVICES

**ENGINEERING SERVICES FEE ESTIMATE**

**CONSTRUCTION PHASE 2023**

| Discipline                                    | Principal | Senior Associate | Associate | Sr. PM | Sr. Struct Eng | Project Mgr | Sr. Eng/ Designer | Des/Planner/ Architect | Sr. Staff Eng/ Designer | Staff Eng/ Designer | Senior Technician | CAD Designer | Admin Professional | Word Procl/ Admin Assist | Total Hours | Total Fee |
|-----------------------------------------------|-----------|------------------|----------|--------|----------------|-------------|-------------------|------------------------|------------------------|------------------|------------------|--------------|--------------|-------------------|------------------------|--------------|----------|
| **1. Phase Initiation/Administration/Management** |           |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 9.0         | 1,440.00 |
|                                               | 0.0       | 0.0              | 0.0      |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **2. Review Shop Drawings and Submittals (2022 Only)** |           |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
|                                               | 0.0       | 0.0              | 0.0      |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **3. Preconstruction Conference (includes minutes)** | 6.0       |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 6.5         | 1,070.00 |
|                                               | 0.0       | 0.0              | 0.0      |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **4. Staff Engineer Site Visits and Report (60 visits)** | 12.0      | 30.0             |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 372.0       | 49,740.00 |
|                                               | 0.0       | 0.0              | 2,840.00 |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **5. Sr Eng Site Visits and Report (6 visits)** | 30.0      |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 33.0        | 5,400.00 |
|                                               | 0.0       | 0.0              | 0.0      |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **6. Progress Meetings Based on 6 Meetings** | 24.0      |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 27.0        | 4,380.00 |
|                                               | 0.0       | 0.0              | 0.0      |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **7. Review Payment Requests, Technical Questions, Etc.** | 20.0      |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 20.0        | 3,400.00 |
|                                               | 0.0       | 0.0              | 0.0      |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **8. Final Evaluation**                      | 16.0      |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 16.5        | 2,130.00 |
|                                               | 0.0       | 0.0              | 0.0      |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **9. Follow-up Evaluation**                  | 8.0       |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 8.5         | 1,090.00 |
|                                               | 0.0       | 0.0              | 0.0      |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **10. As-Butts**                             | 6.0       |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 11.0        | 1,850.00 |
|                                               | 0.0       | 0.0              | 220.00   |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **11. Project Close-out**                    | 4.0       |                  |          |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 10.0        | 1,840.00 |
|                                               | 0.0       | 0.0              | 440.00   |        |                |             |                   |                        |                        |                  |                 |              |              |                   |                        | 0.0         | 0.00     |
| **TOTAL HOURS**                              | 0.0       | 0.0              | 19.0     | 0.0    | 0.0            | 680.00      | 0.0               | 0.0                | 0.0                | 0.0            | 0.0            | 0.0          | 0.0          | 440.00           | 30.0              | 1,840.00    |
| **TOTAL COST**                               | 0.0       | 0.0              | 4,180.00 | 0.0    | 0.0            | 20,060.00   | 0.0               | 0.0                | 0.0                | 0.0            | 0.0            | 0.0          | 0.0          | 42,640.00        | 750.00            | 60.0         | 513.00   | 71,940.00 |

---

**Total Hours**: 300

**Total Fee**: $71,940.00

---

**Proprietary Information Compiled Specifically for the Above-Named Client for Use on This Project Only**

11/12/2021 1:43 PM

IAC Meeting 10/13/2022

-26-
**EVALUATION**

<table>
<thead>
<tr>
<th>Testing</th>
<th>Price Per Unit</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Asbestos Testing</td>
<td>50.00</td>
<td>200.00</td>
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<tr>
<td><strong>Travel</strong></td>
<td></td>
<td></td>
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<tr>
<td>Mileage</td>
<td>12</td>
<td>65</td>
</tr>
<tr>
<td>Parking</td>
<td>25</td>
<td>$/Day</td>
</tr>
<tr>
<td>Drawing Scans</td>
<td>4</td>
<td>x</td>
</tr>
<tr>
<td>Communications</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>300.00</td>
<td></td>
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<tr>
<td><strong>TOTAL EVALUATION</strong></td>
<td></td>
<td>2,229.00</td>
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**DESIGN**

<table>
<thead>
<tr>
<th>Reprographics</th>
<th>Price Per Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Documents</td>
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</tr>
<tr>
<td>First Submission</td>
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</tr>
<tr>
<td>150 Pages</td>
<td>3</td>
<td>Copies @ 0.10</td>
</tr>
<tr>
<td>12 Sheets</td>
<td>3</td>
<td>Copies @ 1.08</td>
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<tr>
<td>Final Submission</td>
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<td></td>
</tr>
<tr>
<td>150 Pages</td>
<td>10</td>
<td>Copies @ 0.10</td>
</tr>
<tr>
<td>12 Sheets</td>
<td>10</td>
<td>Copies @ 1.08</td>
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<tr>
<td>Mileage</td>
<td>10</td>
<td>Trips @ 65</td>
</tr>
<tr>
<td>Communications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>300.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL DESIGN</strong></td>
<td></td>
<td>1,120.98</td>
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**BID PHASE**

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</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>1</td>
<td>Trips @ 65</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

**CONSTRUCTION PHASE**

<table>
<thead>
<tr>
<th>Travel</th>
<th>Price Per Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>150</td>
<td>Trips @ 65</td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>Communications</td>
<td>100.00</td>
<td></td>
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<tr>
<td>Supplies</td>
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</tr>
<tr>
<td><strong>TOTAL CONSTRUCTION PHASE</strong></td>
<td></td>
<td>5,762.50</td>
</tr>
</tbody>
</table>

**TOTAL REIMBURSABLES - EVALUATION / DESIGN / BID / CONSTRUCTION PHASE SERVICES**

|                     | 9,148.23 |

**Proprietary Information Compiled Specifically for the Above-Named Client for Use on This Project Only**

IAC Meeting 10/13/2022

-27-
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
ARCHITECTURAL AND ENGINEERING SERVICES
PROPOSAL SUMMARY

PROJECT TITLE & RFP NUMBER:
GLEN BURNIE HIGH SCHOOL BUILDING ENCLOSURE
Wall and Window Restoration – Phase 1
RFP #18CN-043-060

SCHEDULE
Notice-to-Proceed (NTP)
50% Submission
On-Board Review
95% Submission
On-Board Review
Final Documents
Bids Due

DATE
Immediately After Board Approval
90 Days ARO
104 Days ARO
125 Days ARO
139 Days ARO
153 Days ARO
35 Days After Final Documents

Construction Starts
Immediately After Supervisor of Purchasing Signs Contract and NTP
Substantial Completion
August 31, 2022 ARO Phase 1

FEE
Firm fixed fee for this task
$327,860.73

FEE BREAKDOWN

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Evaluation and Design Phase</td>
<td>$143,509.98</td>
</tr>
<tr>
<td>Contractor</td>
<td>$18,860.00</td>
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<tr>
<td>Bid Phase</td>
<td>$4,835.75</td>
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<tr>
<td>Construction Phase</td>
<td>$160,655.00</td>
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</table>

<table>
<thead>
<tr>
<th>Subconsultant Firm(s)</th>
<th>MDOT Cert. No.</th>
<th>% of Utilization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. WGP, Inc</td>
<td>09-067</td>
<td>6%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>6%</td>
</tr>
</tbody>
</table>

PROJECT BUDGET
AACPS Construction cost estimate for this project is $4,000,000.00

INSTRUCTION NOTE: In space(s) that do not apply to the proposal, place “N/A”.
In the SCHEDULE section, you shall use calendar days starting with NTP.
ARO: After Receipt of Order
# APPROVAL OF CONTRACTS

LEA: Baltimore County  
Project Name: Red House Run Elementary  
Project Type: Replacement  
Scope of Work: Replacement School  
Basis for Award of Contract: Base bid plus alts 5&7.  
Basis of Funding: 57% of eligible base bid plus alts 5&7.  

<table>
<thead>
<tr>
<th>Local Funds</th>
<th>State Funds</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,255,964</td>
<td>$1,809,290</td>
<td>$4,065,254</td>
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</table>

State Contingency for Change Orders: 0  
Transfer State Funds:  
<table>
<thead>
<tr>
<th>Decrease Project Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Increase Contingency Amount</td>
<td>$0</td>
</tr>
<tr>
<td>Decrease Contingency Amount</td>
<td>$0</td>
</tr>
<tr>
<td>Increase Project Amount</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>01A</td>
<td>William F. Klingensmith</td>
<td>$3,762,000</td>
</tr>
<tr>
<td>11A</td>
<td>Singer Equipment Co.</td>
<td>$303,254</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>$4,065,254</strong></td>
</tr>
</tbody>
</table>

Notes:  
1. The request is for a LP replacement school on the same site with 90,386 sf, including cooperative use space, as well as demolition of 57,163 sf, for 758 students.  
2. Prevailing Wage Rates apply to this contract.  
3. All change orders are Local responsibility; change orders are not required to be submitted to the State for review. Final State funding is evaluated at time of project Close-Out.  
4. This includes two outstanding trade packages 01A & 11A; Includes equipment items that are eligible that were inaccurately identified by the LEA as ineligible in their form submission resulting in an amount above the requested amount by BCPS.  
5. More contracts to follow, do not revert funds.

IAC Approval Date:  

IAC Meeting 10/13/2022
September 21, 2022

Red House Run Elementary School
1A Package - General Trades
PSC No. 03.109.22
Bid No. JBO-712-21

BASE BID COST 1A Package - General Trades $3,708,000.00
ALT 3 Operable awning vent windows $-
ALT 5 Tackable surfaces in hallways $43,000.00
ALT 7 Double sided mobile shelving $11,000.00
ALT 8 Salvage 500 bricks $-
ALT 9 Welded wire fabric in lieu of mesh $-
ALT 10 Brick façade at dumpster enclosure $-
ALT 11 Stainless Steel railings in lieu of painted $-
ALT 12 2 x 2 walkway pads on roof $-
ALT 13 security film at vestibule $-
ALT 14 abuse resistant drywall $-
ALT 15 HVAC mini split in some rooms $-
ALT 16 Electrical for mini splits $-
ALT 17 Sod in lieu of seed around school $-
ALT 18 Delete some ACM removal already complete $-
TOTAL BID COST $3,762,000.00

INELIGIBLE ITEMS (See attached if > $0) $286,993.22

Difference $3,475,006.78

57% State Funding (Round to $1000) $1,981,000.00
0% State Contingency $-

STATE FUNDING TOTAL $1,981,000.00

1A Ineligibles

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Teacher’s Wardrobe (Mobile)</td>
<td>$652.27</td>
<td>52</td>
<td>$33,918.04</td>
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<tr>
<td>2</td>
<td>Low Bookshelves, (Mobile)</td>
<td>$616.78</td>
<td>5</td>
<td>$3,083.90</td>
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<tr>
<td>3</td>
<td>Metal Shelving</td>
<td>$500.00</td>
<td>30</td>
<td>$15,000.00</td>
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<tr>
<td>4</td>
<td>Range</td>
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<td></td>
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</tr>
<tr>
<td>5</td>
<td>Hood</td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>Under counter Refrigerator</td>
<td>$750.00</td>
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<td>$4,500.00</td>
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<tr>
<td>7</td>
<td>Refrigerator</td>
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<td>$3,000.00</td>
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<tr>
<td>8</td>
<td>Dishwasher</td>
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<tr>
<td>9</td>
<td>Food Transport Cart</td>
<td></td>
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<tr>
<td>10</td>
<td>Shelving, (Mobile)</td>
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<tr>
<td>11</td>
<td>Shelving</td>
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<td>12</td>
<td>Dunnage Rack, (Mobile)</td>
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<td>13</td>
<td>Shelving, (Mobile)</td>
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<td>14</td>
<td>Pot and Pan Shelving, (Mobile)</td>
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<td>15</td>
<td>Worktable</td>
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<td>16</td>
<td>Convection Oven</td>
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<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Total Price</td>
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<td>----------------------------------------------------------</td>
<td>----------</td>
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<tr>
<td>17</td>
<td>Heated Transport Cabinet, (Mobile)</td>
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<tr>
<td>18</td>
<td>Pan Rack Cart, (Mobile)</td>
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<tr>
<td>19</td>
<td>Pass-Thru refrigerator, (Mobile)</td>
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<tr>
<td>20</td>
<td>Pass-Thru warming cabinet, (Mobile)</td>
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<tr>
<td>21</td>
<td>Ice Cream Cabinet, (Mobile)</td>
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<td></td>
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</tr>
<tr>
<td>22</td>
<td>Milk Cooler, (Mobile)</td>
<td></td>
<td></td>
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<tr>
<td>23</td>
<td>Cashier Stand</td>
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<tr>
<td>24</td>
<td>Cash Register</td>
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<tr>
<td>25</td>
<td>Condiment Counter, (Mobile)</td>
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<td>26</td>
<td>Utility Cart, (Mobile)</td>
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<td>27</td>
<td>Bulk Milk Cooler, (Mobile)</td>
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<td>28</td>
<td>Media Shelving, (Mobile)</td>
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<td>$1,102.54</td>
<td>$11,025.40</td>
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<td>Fire extinguishers</td>
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<td>$60.00</td>
<td>$3,960.00</td>
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<td>Cafeteria Nutrition signage</td>
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<td>$10,293.00</td>
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<td>Signage accessories</td>
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<td>$61.37</td>
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<td>33</td>
<td>Resource bin storage shelving – slim line triple column; nimble tower slim line</td>
<td>77</td>
<td>$1,834.07</td>
<td>$141,223.39</td>
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<td>34</td>
<td>Refrigerator for Health Suite</td>
<td>1</td>
<td>$750.00</td>
<td>$750.00</td>
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<tr>
<td>35</td>
<td>Refrigerators for Grade Level Storage Rooms</td>
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<td>$ -</td>
<td>$ -</td>
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<tr>
<td>36</td>
<td>Refrigerators for Faculty Rooms</td>
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<td>$ -</td>
<td>$ -</td>
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<tr>
<td>37</td>
<td>Clothes washer and dryer for Health Suite</td>
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<td>$800.00</td>
<td>$1,600.00</td>
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<td>38</td>
<td>Theater and stage equipment</td>
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<td>$17,525.00</td>
<td>$17,525.00</td>
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<td>39</td>
<td>Exercise equipment (Gymnasium)</td>
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<td>$11,300.00</td>
<td>$11,300.00</td>
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<td>40</td>
<td>Horizontal louver blinds</td>
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<td></td>
</tr>
<tr>
<td>41</td>
<td>Walk-in Fridge/Freezer</td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL** $286,993.22
SECTION 004000 "FORM OF PROPOSAL" -REVISED 122121

Bidders shall complete and return all the following forms with their bid.
(*except this form)

Cover Page 004000-1
Base Bid 004000-2
Alternates 004000-3-7
Unit Prices 004000-8-11
Ancillary Items (Certificates, Bonding, etc.) 004000-12
Warranty To The Lump Sum 004000-13
Addenda 004000-14
Proposal Sheet 004000-15
State of Maryland Anti-Bribery Affidavit & Tax Certification 004000-16
Certification Regarding U.S. Government Debarment 004000-17
References 004000-18
Applicant Screening Affidavit 004000-19-20
Board of Directors - Diversity Affidavit 004000-21
Attachment A: CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (Page 1) 004000-22
Attachment A: CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (Page 2) 004000-23
Attachment A: CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (Page 3) 004000-24
Attachment B: MBE PARTICIPATION SCHEDULE 004000-25
*No Bid Page 004000-26
SECTION 004000 - FORM OF PROPOSAL

DATE: January 6, 2022

PROJECT TITLE: RED HOUSE RUN ELEMENTARY REPLACEMENT SCHOOL

BCPS BID NUMBER: JBO-712-21

Package 1A General Trades
Package 1B Testing & Inspection
Package 1C Cleaning
Package 2A Demolition/Abatement
Package 3A Concrete
Package 4A Masonry
Package 5A Steel
Package 7A Roofing

Package 8A Entrances/Windows
Package 9A Gypsum/ACT/Painting
Package 9B Flooring
Package 9C Painting
Package 11A Food Service Equipment
Package 23A Plumbing/HVAC
Package 26A Electrical
Package 32A Site Work

BIDDER CONTRACT PACKAGE NUMBER: 1A - General Trades

BID SUBMITTED BY: William F. Klingensmith, Inc.

SUBMITTED TO: Baltimore County Public Schools
Office of Purchasing
Electronic Submission

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigations, as BIDDER deems necessary.

BIDDER hereby agrees to furnish all labor, materials, equipment, and services required to complete the project in strict accordance with the Contract Documents for the following price:

1-6-2022
(Signature of Bidder) (Date)

FORM OF PROPOSAL- REVISED 122121 004000-1

IAC Meeting 10/13/2022
Revised 5/7/2020
-33-
BASE BID

TOTAL BASE BID consisting of the cost of asbestos abatement, demolition, and new construction, including the related architectural, mechanical, electrical, and other requirements incidental to the project.

Bidders shall include the following allowance(s) in their BASE BID:

BASE BID: $\underline{\text{3,708,000.00}}$ (IN DOLLARS)

BASE BID: THREE MILLION SEVEN HUNDRED EIGHT THOUSAND DOLLARS (IN WRITING)

If a BASE BID amount contains contradictory terms, handwritten terms prevail over typewritten terms, and words prevail over numbers. The dollar amount expressed in words shall govern.

\[\text{(Signature of Bidder)} \quad \text{(Date)}\]

[Signature] 1-6-2022
ALTERNATES

To be considered for award, bidders shall include a response for ALL ALTERNATES listed below. Failure to provide a response for all Alternates listed in this solicitation shall result in the bidder’s entire proposal being deemed non-responsive and ineligible for award. The dollar amount shall be expressed in numbers and words. If an Alternate amount contains contradictory terms, handwritten terms prevail over typewritten terms, and words prevail over numbers. The dollar amount expressed in words shall govern.

The cost of each ALTERNATE shall be valid for the period specified in Part II: Specifications--General Requirements, Section 8.0 Bid Alternates. Any ALTERNATE may be ADDED or DEDUCTED to/from the BASE BID within the award period at the discretion of the Owner. NO COST Alternates, where the bidder agrees to perform the specified Alternate work at no charge to BCPS, shall be recorded by bidder as $0.00 (zero dollars). Bidders shall be advised that in some instances the proposed Alternate requests a difference in bid price by adding to or deducting from the BASE BID price. Please read alternate descriptions carefully.

The undersigned BIDDER proposes and agrees to ADD or DEDUCT to/from the BASE BID the cost of any of the ALTERNATES.

1. Alternate No. 1 ADD: Exterior Window Security Film – Install exterior window security film at all windows with a sill height less than 5'-0" above grade, and at all exterior entrances with any glass sidelites, or glass lites in the door.

   $0.00
   ________________________________ Dollars
   ________________________________ (IN WRITING)

2. Alternate No. 2 ADD: Photovoltaic Installation as shown in the construction documents.

   $0.00
   ________________________________ Dollars
   ________________________________ (IN WRITING)

3. Alternate No. 3 ADD: Awning Vent Windows as defined and shown in the construction documents.

   $0.00
   ________________________________ Dollars
   ________________________________ (IN WRITING)

   [Signature of Bidder] 1-6-2022
   (Date)

FORM OF PROPOSAL-REVISED 122121
004000-3
4. **Alternate No. 4 ADD:** Mechanical Screen Wall – Install mechanical screen wall to surround and screen all rooftop equipment

$\underline{0.00}$ Dollars

\underline{ZER0} (IN WRITING)

5. **Alternate No. 5 ADD:** Tackable Surface in Corridors as shown and defined in the construction documents.

$\underline{45,000.00}$ Dollars

\underline{FORTY THREE THOUSAND DOLLARS} (IN WRITING)

6. **Alternate No. 6 ADD:** Provide Powerbond modular flooring for classrooms as shown and defined in the construction documents.

$\underline{0.00}$ Dollars

\underline{ZER0} (IN WRITING)

7. **Alternate No. 7 ADD:** Provide full quantity of mobile casework in Media Center as shown and defined in the construction documents.

$\underline{11,000.00}$ Dollars

\underline{ELEVEN THOUSAND DOLLARS} (IN WRITING)

\underline{\text{Signature of Bidder}}\hspace{1cm} \underline{1-6-2022} \hspace{1cm} \underline{(Date)}

FORM OF PROPOSAL-REVISED 122121

004000-4

Revised 5/7/2020
8. **Alternate No. 8 ADD:** Salvage 500 bricks from the original building demolition. Clean and store as directed.

\[ \$ 0.00 \] Dollars

\[ \text{ZERO} \] (IN WRITING)

9. **Alternate No. 9 ADD:** Provide Welded-Wire-Fabric in lieu of or in addition to fiber mesh reinforcing for all concrete as defined in the construction documents.

\[ \$ 0.00 \] Dollars

\[ \text{ZERO} \] (IN WRITING)

10. **Alternate No. 10 ADD:** Provide brick façade at the dumpster enclosure as shown and defined in the construction documents.

\[ \$ 0.00 \] Dollars

\[ \text{ZERO} \] (IN WRITING)

11. **Alternate No. 11 ADD:** Provide stainless steel railings instead of painted steel railings as shown and defined in the construction documents.

\[ \$ 0.00 \] Dollars

\[ \text{ZERO} \] (IN WRITING)

(Signature of Bidder) [Signature]

1-6-2022 (Date)

FORM OF PROPOSAL-REVISED 122121 004000-5

IAC Meeting 10/13/2022

Revised 5/7/2020
12. **Alternate No. 12 ADD**: Provide walking pads on roof for access to rooftop equipment as shown and defined in the construction documents.

$0.00 Dollars

(IN WRITING)

13. **Alternate No. 13 ADD**: Provide security film in the secure vestibule, rooms 134, 135, 131B, and 137A as shown and defined in the construction documents.

$0.00 Dollars

(IN WRITING)

14. **Alternate No. 14 ADD**: Provide high impact gypsum board in all high traffic areas. Provide to a height of 8'-0' A.F.F.

$0.00 Dollars

(IN WRITING)

15. **Alternate No. 15 ADD**: Provide Mini-split HVAC units to specific spaces as shown and defined in the construction documents.

$0.00 Dollars

(IN WRITING)

(Signature of Bidder) 1-5-2022

(Date)
16. **Alternate No. 16 ADD:** Provide power for the Mini-split HVAC units installed in specific spaces as shown and defined in the construction documents.

$ 0.00 Dollars

(IN WRITING)

17. **Alternate No. 17 ADD:** Provide and install sod around the perimeter of the building instead of grass seed.

$ 0.00 Dollars

(IN WRITING)

18. **Alternate No. 18 DEDUCT:** Hazmat Abatement: Base Bid to include the HazMat Abatement scope of work, as defined in 0022000 – 3.4 as part of Contract Package 02A. Alternate Deduct Bid is to exclude the following scope of work:

1. Asbestos-containing black mastic located on pipe insulation identified in Classroom 17 and Classroom 8.
2. Asbestos-containing black adhesive on the wall in the boiler room at the electrical feed.
3. Asbestos-containing 12" x 12" beige floor tile with white flecks located in the kitchen restroom.
4. Black residual mastic associated with 12" x 12" gray Armstrong tile throughout the school.
5. Black residual mastic associated with 12" x12" light tan Armstrong tile throughout the school.
6. Asbestos-containing 12" x 12" black floor tile located at doorways in most rooms.
7. Asbestos-containing 9" x 9" floor tile and associated black mastic. This includes all styles identified.
8. Asbestos-containing mudded fittings identified above the ceiling in the hall and health suite toilet room.
10. Asbestos-containing mastic associated with dry erase boards, cork boards, bulletin boards, and chalk boards.

$ 0.00 Dollars

(IN WRITING)

(Signature of Bidder) 1-6-2022
(Date)

FORM OF PROPOSAL-REVISED 122121

004000-7

IAC Meeting 10/13/2022

Revised 5/7/2020

-39-
UNIT PRICES

Unit prices are for both extra Work and credits. This list of prices will be submitted with the Bid in duplicate and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all work in this project involving extra materials/services performed by the General Contractor or his subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit price includes all overhead and profit for the Subcontractor. General Contractor mark-up is to be applied per Article 7 of General Conditions. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid proposal and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

NOTE: “Total Prices” entered below in the Unit Price list should be carried in the Base Bid

<table>
<thead>
<tr>
<th>No.</th>
<th>Unit Price Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Undercut &amp; haul-off unsuitable soil, replace with compacted select fill materials Contractor Package 32A – Item #23</td>
<td>5,000</td>
<td>CY</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2.</td>
<td>Undercut &amp; haul-off unsuitable soil, replace with compacted select fill materials Contractor Package 03A – Item #13</td>
<td>1,000</td>
<td>CY</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3.</td>
<td>Aggregate Pier - 30&quot; diameter x 18 foot deep Contractor Package 32A – Item #9</td>
<td>750</td>
<td>each</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4.</td>
<td>Aggregate Pier (Uplift) – 30&quot; diameter x 18 foot deep Contractor Package 32A – Item #9</td>
<td>10</td>
<td>each</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5.</td>
<td>Aggregate Pier – Additional foot of depth for 30&quot; diameter pier Contractor Package 32A – Item #9</td>
<td>1500</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>6.</td>
<td>Remove, dispose of, and replace base asphalt pavement to patch areas damaged from construction traffic. Contractor Package 32A – Item #45</td>
<td>12,000</td>
<td>SF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>7.</td>
<td>Remove, dispose of, and replace concrete curb and gutter damaged from construction traffic. Contractor Package 32A – Item #43</td>
<td>200</td>
<td>LF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>8.</td>
<td>Moisture Vapor Control Coatings Contractor Package 09B – Item #17</td>
<td>40,000</td>
<td>SF</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>9.</td>
<td>Testing and Inspections Contractor Scope 01B – Entire Scope</td>
<td>Reference Supplemental Proposal Include with Bid Form</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>General Use Dumpsters Contractor 01A Scope - Item #4</td>
<td>Reference Supplemental Proposal Include with Bid Form</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>ACM Abatement Contractor Scope 02A – Item #18</td>
<td>Reference Supplemental Proposal Include with Bid Form</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Bidder) 1-6-2022
(Date)
UNIT PRICES

Unit prices are for both extra Work and credits. This list of prices will be submitted with the Bid in duplicate and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all work in this project involving extra materials/services performed by the General Contractor or his subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit price includes all overhead and profit for the Subcontractor. General Contractor mark-up is to be applied per Article 7 of General Conditions. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid proposal and agrees to add or delete items for the unit prices identifies when directed to do so by the Owner.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description of Item</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Stabilized Construction Entrance</td>
<td>EA</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Super Silt Fence (furnish, install, maintain, remove)</td>
<td>LF</td>
<td>$12.00</td>
</tr>
<tr>
<td>3</td>
<td>Super Fence Diversion (furnish, install, maintain, remove)</td>
<td>LF</td>
<td>$11.00</td>
</tr>
<tr>
<td>4</td>
<td>Standard Silt Fence (furnish, install, maintain, remove)</td>
<td>LF</td>
<td>$4.50</td>
</tr>
<tr>
<td>5</td>
<td>Strip and Stockpile Topsoil</td>
<td>CY</td>
<td>$5.00</td>
</tr>
<tr>
<td>6</td>
<td>Inlet Protection (All Types)</td>
<td>EA</td>
<td>$450.00</td>
</tr>
<tr>
<td>7</td>
<td>Safety Fence (Tree Protection)</td>
<td>LF</td>
<td>$2.50</td>
</tr>
<tr>
<td>8</td>
<td>Temporary Stabilization - Mulch</td>
<td>SY</td>
<td>$40.00</td>
</tr>
<tr>
<td>9</td>
<td>Temporary Seeding</td>
<td>SY</td>
<td>$0.75</td>
</tr>
<tr>
<td>10</td>
<td>&quot;Leafgro&quot; or equal to amend topsoil to specified organic content. Quantity based on amount of amendment used.</td>
<td>CY</td>
<td>$30.00</td>
</tr>
<tr>
<td>11</td>
<td>Remove trench rock, haul offsite, and dispose of legally</td>
<td>CY</td>
<td>$220.00</td>
</tr>
<tr>
<td>12</td>
<td>Remove open rock, haul offsite, and dispose of legally</td>
<td>CY</td>
<td>$105.00</td>
</tr>
<tr>
<td>13</td>
<td>Geo Grid Tensar BX1200</td>
<td>SY</td>
<td>$6.00</td>
</tr>
<tr>
<td>14</td>
<td>Select Backfill (Import and Place/Compact)</td>
<td>CY</td>
<td>$25.00</td>
</tr>
<tr>
<td>15</td>
<td>Curlex</td>
<td>SF</td>
<td>$0.25</td>
</tr>
<tr>
<td>16</td>
<td>Earth Excavation - Machine and place/compact onsite</td>
<td>CY</td>
<td>$3.50</td>
</tr>
<tr>
<td>17</td>
<td>Earth Excavation - Machine and disposal onsite</td>
<td>CY</td>
<td>$23.00</td>
</tr>
<tr>
<td>18</td>
<td>Earth Excavation - Hand and place/compact onsite</td>
<td>CY</td>
<td>$90.00</td>
</tr>
<tr>
<td>19</td>
<td>Earth Excavation - Hand and disposal onsite</td>
<td>CY</td>
<td>$100.00</td>
</tr>
<tr>
<td>20</td>
<td>Undercut, dispose offsite, refill with CR-6 or #57 stone trench and compact to 95%</td>
<td>CY</td>
<td>$60.00</td>
</tr>
<tr>
<td>21</td>
<td>Trench Excavation and soil disposal onsite</td>
<td>CY</td>
<td>$9.00</td>
</tr>
<tr>
<td>22</td>
<td>Trench Excavation and soil disposal offsite</td>
<td>CY</td>
<td>$22.00</td>
</tr>
<tr>
<td>23</td>
<td>Soil Cement (12&quot; depth). Includes discsing and compaction</td>
<td>SY</td>
<td>$12.00</td>
</tr>
<tr>
<td>24</td>
<td>Rip Rap Class 1</td>
<td>TON</td>
<td>$50.00</td>
</tr>
<tr>
<td>25</td>
<td>MSHA #2 or #57 Stone in open areas (undercut)</td>
<td>CY</td>
<td>$45.00</td>
</tr>
<tr>
<td>26</td>
<td>Sodding</td>
<td>SY</td>
<td>$4.25</td>
</tr>
<tr>
<td>27</td>
<td>Existing sidewalk removal, disposal offsite, &amp; replacement (per plan detail)</td>
<td>LF</td>
<td>$8.50</td>
</tr>
<tr>
<td>28</td>
<td>Existing curb and gutter removal, disposal offsite, &amp; replacement (per plan detail)</td>
<td>LF</td>
<td>$35.00</td>
</tr>
<tr>
<td>29</td>
<td>New concrete sidewalk (per plan detail), including excavation, stone subbase, etc.</td>
<td>SF</td>
<td>$6.00</td>
</tr>
<tr>
<td>30</td>
<td>Damaged Heavy Duty Paving, removal of asphalt surface and base courses, disposal, and replacement of same in specified</td>
<td>SY</td>
<td>$40.00</td>
</tr>
<tr>
<td>Item Number</td>
<td>Description of Item</td>
<td>Unit</td>
<td>Price</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
<td>--------</td>
</tr>
<tr>
<td>31</td>
<td>Damaged Light Duty Paving, removal of asphalt surface and base courses, disposal, and replacement of same in specified thickness</td>
<td>SY</td>
<td>$33.00</td>
</tr>
<tr>
<td>32</td>
<td>New curb and gutter (per plan detail, including excavation, stone subbase, etc.</td>
<td>LF</td>
<td>$26.00</td>
</tr>
<tr>
<td>33</td>
<td>4&quot; CMU wall**</td>
<td>SF</td>
<td>$11.50</td>
</tr>
<tr>
<td>34</td>
<td>6&quot; CMU wall**</td>
<td>SF</td>
<td>$12.00</td>
</tr>
<tr>
<td>35</td>
<td>8&quot; CMU wall**</td>
<td>SF</td>
<td>$14.50</td>
</tr>
<tr>
<td>36</td>
<td>**Unit masonry per SF of wall surface includes mortar/joint reinforcement, bullnose corners, labor, scaffold, and all incidentals. This price does not include grout infill, CMU units to be regular hollow for purpose of unit</td>
<td>SF</td>
<td>$16.00</td>
</tr>
<tr>
<td>38</td>
<td>Quartz flooring, including all flashpatching, adhesives, cutting, and patterns</td>
<td>SF</td>
<td>$4.15</td>
</tr>
<tr>
<td>39</td>
<td>2x4 Acoustic Ceiling System Type 1.11 including grid and tiles</td>
<td>SF</td>
<td>$4.00</td>
</tr>
<tr>
<td>40</td>
<td>2x2 Acoustic Ceiling System Type 1.01 including grid and tiles</td>
<td>SF</td>
<td>$6.00</td>
</tr>
<tr>
<td>41</td>
<td>Slab trench, removal of slabs, and replacement of same. Unit price includes all sawcutting, jackhammering, dust protection, doweling, clean-up, sub-base protection and stone, etc. to bring the slab back to original condition.</td>
<td>SF</td>
<td>$25.00</td>
</tr>
<tr>
<td>42</td>
<td>Ceramic Wall Tile</td>
<td>SF</td>
<td>$17.00</td>
</tr>
<tr>
<td>43</td>
<td>THE FOLLOWING ITEMS ARE APPLICABLE AFTER THE WALLS AND CEILINGS ARE IN PLACE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Toone single doorframe: Furnish and install extra CMU lintel as necessary and infill. Grout CMU and frame after frame is set.</td>
<td>Per Opening</td>
<td>$800.00</td>
</tr>
<tr>
<td>45</td>
<td>Toone double doorframe: Furnish and install extra CMU lintel as necessary and infill. Grout CMU and frame after frame is set.</td>
<td>Per Opening</td>
<td>$900.00</td>
</tr>
<tr>
<td>46</td>
<td>Duplex Power Receptacle, 120V, 20A, including junction box, receptacle, 50FT of ¾” EMT conduit, 150FT plus of wire, receptacle interior, faceplate, and all other conduit and wire accessories for a complete installation.</td>
<td>EA</td>
<td>$430.00</td>
</tr>
<tr>
<td>47</td>
<td>Fire Alarm Pull Station including junction box, 50FT of ¾” EMT conduit and wire, accessories, wiring to adjacent device, programming, and testing for a complete installation.</td>
<td>EA</td>
<td>$480.00</td>
</tr>
<tr>
<td>48</td>
<td>Fire Alarm Strobe: Provide 15, 30, 60, 75, or 110-CD ceiling or wall-mounted strobe with junction box, 50FT of specified cabling in ¾” EMT conduit, accessories, wiring to adjacent device, programming, and testing for a complete install.</td>
<td>EA</td>
<td>$530.00</td>
</tr>
<tr>
<td>49</td>
<td>Fire Alarm Horn/Speaker/Strobe: Provide 15, 30, 60, 75, or 110-CD ceiling or wall-mounted strobe with junction box, 50FT of specified cabling in ¾” EMT conduit, accessories, wiring to adjacent device, programming, and testing for a complete install.</td>
<td>EA</td>
<td>$625.00</td>
</tr>
<tr>
<td>50</td>
<td>Data Receptacle including junction box, faceplate, two RJ-45 jacks, 15ft of 1” EMT conduit to above-ceiling space, cable terminations, testing, and labeling for a complete install.</td>
<td>EA</td>
<td>$235.00</td>
</tr>
<tr>
<td>51</td>
<td>Exit Sign: Provide ceiling-mounted LED exit sign with junction box, wire guard, and 50FT of ¾” EMT conduit and wiring.</td>
<td>EA</td>
<td>$575.00</td>
</tr>
<tr>
<td>Item Number</td>
<td>Description of Item</td>
<td>Unit</td>
<td>Price</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>---------</td>
</tr>
<tr>
<td>52</td>
<td>Light switch, 1 pole, including junction box, cover plate, ¾” EMT conduit, wire, and accessories to connect to nearest controlled light fixture within 25 feet of the switch.</td>
<td>EA</td>
<td>$235.00</td>
</tr>
<tr>
<td>53</td>
<td>Telephone Drop: Provide a CAT-5E telephone jack complete with testing and termination. Include 300-ft of CAT-5E plenum cable.</td>
<td>EA</td>
<td>$320.00</td>
</tr>
<tr>
<td>54</td>
<td>Video Drop: Provide video jack and plates as specified complete with testing, termination, and labeling. Include 50-ft of RG-6/U coaxial plenum cable and video tape.</td>
<td>EA</td>
<td>$210.00</td>
</tr>
<tr>
<td>55</td>
<td>Typical projector outlet as specified including junction box, faceplate, 15FT of 1-¾” conduit to above-ceiling space, cable terminations, testing, and labeling for a complete install.</td>
<td>EA</td>
<td>$415.00</td>
</tr>
<tr>
<td>56</td>
<td>Public Address Speaker: Unit costs shall include one (1) ceiling-mounted public address speaker, back-box, support, 300FT of specified cabling in ¾” conduit, and wire terminations for a complete install.</td>
<td>EA</td>
<td>$915.00</td>
</tr>
<tr>
<td>57</td>
<td>Interior Fixed Security Camera ceiling mounted including camera, backbox, ceiling supports, terminations, testing, and programming for a complete install.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Exterior Fixed Security Camera ceiling mounted including camera, backbox, ceiling supports, terminations, testing, and programming for a complete install.</td>
<td>EA</td>
<td>$1,575.00</td>
</tr>
<tr>
<td>59</td>
<td>Exterior Long-Range Fixed Security Camera ceiling-mounted including camera, back-box, ceiling supports, terminations, testing, and programming for a complete install.</td>
<td>EA</td>
<td>$3,075.00</td>
</tr>
<tr>
<td>60</td>
<td>Exterior PTZ Security Camera ceiling-mounted including camera, backbox, ceiling supports, terminations, programming for a complete install.</td>
<td>EA</td>
<td>$3,225.00</td>
</tr>
<tr>
<td>61</td>
<td>Access Control System per additional controlled door including card reader, door contact, request to exit motion sensor, junction boxes, 50FT of 1” EMT conduit, 30FT of ½” EMT conduit, control wiring from devices to controller above ceiling at door, and wiring to electrified odor hardware, card reader, motion detector, door contract. Include all programming and testing for a complete install.</td>
<td>EA</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>62</td>
<td>Intrusion detection motion sensor including wiring terminations, backbox, ceiling support mounts, programming, and testing for ac complete install.</td>
<td>EA</td>
<td>$450.00</td>
</tr>
</tbody>
</table>
PROJECT CONSTRUCTION SCHEDULE AND LIQUIDATED DAMAGES

The undersigned agrees to complete Work in strict accordance with the Contract Documents and be substantially complete by not later than the date specified within this solicitation. The Owner may retain the sums as set forth within this solicitation.

MBE SUBMITTALS

The Bidder shall include minority business enterprise material as provided herein with their proposal. Bidders failing to submit the minority business enterprise material as provided herein, including the "Attachment A: CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT" and "Attachment B: MBE PARTICIPATION SCHEDULE" may result in the bid being determined non-responsive.

BID BOND

Bidder must include Bid Bond in the form specified within this solicitation.

CERTIFICATE OF PREQUALIFICATION

Bidder must include a copy of the Certificate of Prequalification, as issued by the BCDPW.

ADDENDA

Receipt of Addenda to the Drawings and Specifications shall be acknowledged on the ADDENDA form within this Form of Proposal.

CONTRACT

If the undersigned receives written notice of award of the Contract, at his designated address, within one-hundred twenty (120) calendar days after bid opening (or later if bid has not been withdrawn), the undersigned agrees to execute and deliver a Contract and Bonds in accordance with the bid as accepted, within ten (10) business days from receipt of the Contract, or forfeit the amount of the Bid Bond.

(Signature of Bidder) 1-6-2022
(Date)

FORM OF PROPOSAL -REVISED 122121

004000-12

Revised 5/7/2020
WARRANTY TO THE LUMP SUM

The undersigned affirms that the above Lump Sum Base Bid and Add Alternates represents the entire cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any indexes or any other rate affecting the construction industry and/or this project.

NOTE: Bidder to select one.

If a corporation, give the state of incorporation using the phrase, "A corporation organized under the laws of ________ Maryland _________."

If an individual using a trade name, give individual name, using the phrase, "An individual doing business under the firm name of _________________________."

If a partnership, give name of the partners using also the phrase, "Co-partners trading and doing business under the firm name of _________________________."

Respectfully submitted,

(COMPANY NAME OF BIDDER)

By _____________________________

William F. Klingensmith, Inc.

President

(Official title)

7307 Baltimore Ave Ste 209 College Park MD 20740

(Business Address)

301-699-6070

(Phone)

16859953

Contractor's Maryland Registration Number
ADDENDA

(If applicable) Please complete and return with your bid response.

I, the undersigned, acknowledge receipt of the following addenda to this solicitation.

Addendum #1 - Date Issued 11-22-2021
Addendum #2 - Date Issued 12-07-2021
Addendum #3 - Date Issued 12-07-2021
Addendum #4 - Date Issued 12-10-2021
Addendum #5 - Date Issued 12-14-2021
Addendum #6 - Date Issued 12-21-2021
Addendum #7 - Date Issued ____________________

Signature

President

Title

William F. Klingensmith, Inc.

Contractor Name
PROPOSAL SHEET

<table>
<thead>
<tr>
<th>We certify that to the best of my/our knowledge, that neither this firm, nor any of its offices, directors to partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 16.202).</th>
</tr>
</thead>
<tbody>
<tr>
<td>We certify that this bid is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies, materials, and equipment, and (contracted) services, and is in all respects fair and without collusion or fraud.</td>
</tr>
<tr>
<td>We certify that all material and equipment bid by this firm, to be supplied to the Baltimore County Public Schools meets all safety and health standards as prescribed by the rules and regulations of the Maryland Occupational Safety and Health Act (MOSHA). MOSHA STANDARDS 29 CFR 1910.</td>
</tr>
<tr>
<td>We certify that all materials delivered to, and/or used or brought on to BCPS property is accompanied by a manufacturer's certification verifying/confirming item(s) to be &quot;asbestos free.&quot;</td>
</tr>
<tr>
<td>We certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.</td>
</tr>
<tr>
<td>We propose to furnish, package, mark, and deliver to the Baltimore County Public Schools, the supplies, materials or equipment as required in the accompanying specifications at the unit prices indicated.</td>
</tr>
<tr>
<td>We certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland; and, Md. Ed. Code Ann., §6-113.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is your company a certified Minority Business Enterprise with the State of Maryland?</th>
<th>Yes</th>
<th>No</th>
<th>MDOT #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please indicate which group qualifies the business as a Minority Business Enterprise:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is your company a small business with less than fifty (50) employees which generates annual revenue less than ten (10) million dollars?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Is your business located within Baltimore County, Maryland?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

As the duly authorized representative of the bidder and having the legal authority to make this proposal, I hereby declare that I have carefully examined Terms, Conditions, Requirements, Specifications and Drawings (including all Addenda), forming a part of the Contract and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price as indicated for the Baltimore County Public Schools.

| COMPANY: | William F. Klingensmith, Inc. |
| ADDRESS: | 7307 Baltimore Avenue Suite 209 |
| College Park MD 20740 |
| SIGNATURE: | |
| TYPED NAME/TITLE: | William F. Klingensmith Jr. President |
| TELEPHONE: | 301-699-6070 FAX 0301-699-6074 |
| E-MAIL: | bilik@wfklingensmith.com |
| RETURN BID TO: | Office of Purchasing |
| 6901 Charles Street, Building "E", 1st Floor |
| Towson, Maryland 21204 |

Include Solicitation Number

FORM OF PROPOSAL-REVISED 122121 004000-15

IAC Meeting 10/13/2022

Revised 1/21/21
STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the ______________ and the duly authorized representative of the firm of ____________________, who address is ______________, College Park MD 20740, 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 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees 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 of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated code of Maryland or under the laws of any state or federal government.

3. (State “none” or, as appropriate, list any conviction, please, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

__________________________
None

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

Witness __________________________
January 6, 2022

Signature __________________________

STATE OF MARYLAND TAX CERTIFICATION

At the time a bid or proposal for a State procurement contract of $10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax - General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

BIDDERS SHALL PROVIDE STATE OF MARYLAND TAX CERTIFICATION NUMBER ON THE LINE DIRECTLY BELOW:

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

__________________________
William F. Klingensmith Jr. President

FORM OF PROPOSAL-REVISED 122121
004000-16
CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.


Name and Title of Authorized Agency/Organization Representative

[Signature] 1-6-2022

Signature  Date

William F. Klingensmith, Inc.

Agency/Organization

*Above certification instituted by the U.S. Department of Education for all grantees and sub grantees as of fiscal year 1990.
REFERENCES

List at least 3 projects (preferably school systems) -- one may be with BCPS, completed by your organization in the last eighteen (18) months. References--should include projects of similar scope and size for which your firm has provided similar service.

PROJECT #1
Rock Creek School - New Replacement Facility 6A New Construction
Project #1--Brief Description of Type of Project
Frederick County Public Schools
Organization's name for Public Project #1
<table>
<thead>
<tr>
<th>Brian Staiger</th>
<th>(240) 626-8981</th>
<th><a href="mailto:brian.staiger@fcps.org">brian.staiger@fcps.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Representative's Name</td>
<td>Representative's Phone #</td>
<td>email address</td>
</tr>
</tbody>
</table>

PROJECT #2
Crofton Area High School - New High School 6A New Construction
Project #2--Brief Description of Type of Project
Anne Arundel County Public Schools
Organization's name for Public Project #2
<table>
<thead>
<tr>
<th>Keith Chesla</th>
<th>(443) 762-0814</th>
<th><a href="mailto:keith.chesla@jacobs.com">keith.chesla@jacobs.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Representative's Name</td>
<td>Representative's Phone #</td>
<td>email address</td>
</tr>
</tbody>
</table>

PROJECT #3
Urbana Elementary School - Elementary School Replacement 6A New Construction
Project #3--Brief Description of Type of Project
Frederick County Public Schools
Organization's name for Public Project #3
<table>
<thead>
<tr>
<th>Dave Toth</th>
<th>(443) 506-7532</th>
<th><a href="mailto:dtoth@oakcontracting.com">dtoth@oakcontracting.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Representative's Name</td>
<td>Representative's Phone #</td>
<td>email address</td>
</tr>
</tbody>
</table>

(Signature of Bidder) 1-6-22  
(Date)

FORM OF PROPOSAL-REVISED 122121 004000-18
APPLICANT SCREENING AFFIDAVIT

I, (print name) William F. Klingensmith Jr. possess the legal authority to make this affidavit on behalf of (print company name) William F. Klingensmith, Inc.

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct/routine contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code (“statute”). Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
   a. The current employer
   b. All former school employers; and
   c. All former employers of the applicant in which the applicant was employed in a position involving direct/routine contact with minors.

2. Written consent form signed by the applicant to release all records relating to child sexual abuse or sexual misconduct.

3. A written statement of whether the applicant:
   a. Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
   b. Has ever been disciplined, discharged, nonrenewed or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
   c. Has ever had a license. Professional license or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending, or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct/routine contact with minors, the Contractor shall:

1. Review an applicant’s employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and

2. Request a report from the Maryland Department of Education regarding the applicant’s eligibility for employment or certification status to determine whether the applicant
   a. Holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and
   b. Has been the subject of professional discipline related to child sexual abuse or sexual misconduct.
If the information from an applicant’s employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct. Contractor shall conduct the employment history review of the applicant:

1. At the time of initial firing of the employee; or
2. Before the employee is assigned to work for the school entity in a position involving direct/routine contact with minors.

Contractor shall maintain a record of each employee’s employment history review required by the statute; and provide to BCPS access to the employee’s records upon request.

Before assigning an employee to perform work for BCPS in a position involving direct/routine contact with minors, Contractor shall provide notice to BCPS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for BCPS in a position involving direct/routine contact with minors if BCPS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 1-6-2022

By: William F. Klingensmith Jr.
(printed name of Authorized Representative and affiant)

(Handwritten signature of Authorized Representative and affiant)
BOARD OF DIRECTORS - DIVERSITY AFFIDAVIT

This documentation is required by the statutory regulation, Bids, §5-112, Annotated Code of Maryland. Education enacted July 1, 2000. All bidders interested in submitting proposals on school construction projects shall provide information that identifies the diversity of its Board of Directors. Said diversity shall be identified by completion of this form. Failure to provide said documentation may be cause for rejection of the bidder's proposal as non-responsive.

William F. Klingensmith, Inc.  
Name of Corporation/Business

JBO-712-21  
BCPS Bid No.

List of Board of Directors

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Title</th>
<th>Diversity (See Legend)</th>
</tr>
</thead>
<tbody>
<tr>
<td>William F. Klingensmith, Inc.</td>
<td>President</td>
<td>9</td>
</tr>
</tbody>
</table>

Diversity Legend:
Americans;  
(1) African Americans; (2) Alaskan Native; (3) American Indian/Native Americans;  
(4) Asians; (5) Hispanics; (6) Physically or mentally disabled individuals;  
(7) Women; or (8) A non-profit entity organized to promote the interests of physically or mentally disabled individuals; (9) Caucasian.  
Note: It is understood that an Individual may qualify for more than one designation. Multiple designations shall be so noted on the form.
### 01A Contractor: Include completed Form with 00400 Proposal

<table>
<thead>
<tr>
<th>Item</th>
<th>Allowance Description</th>
<th>QTY</th>
<th>UNIT</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.1</td>
<td>20 yd. Container (Masonry/Concrete, Recycled - inclusive of fuel charge, LEED reports, management, scheduling, etc.)</td>
<td>175</td>
<td>Per Load</td>
<td>$626.00</td>
<td>$109,550.00</td>
</tr>
<tr>
<td>01.2</td>
<td>30 yd. Container (General-Use - inclusive of fuel charge, off-site sorting, LEED reports, management, scheduling, etc.)</td>
<td>250</td>
<td>Per Load</td>
<td>$698.00</td>
<td>$174,500.00</td>
</tr>
<tr>
<td>01.3</td>
<td>Initial delivery of Containers</td>
<td>10</td>
<td>each</td>
<td>$84.00</td>
<td>$840.00</td>
</tr>
<tr>
<td>01.4</td>
<td>Additional Disposal Overages</td>
<td>20</td>
<td>tons</td>
<td>$92.00</td>
<td>$1,840.00</td>
</tr>
</tbody>
</table>

**General**

Contractor is responsible for daily monitoring/management to confirm containers are not overloaded or contain hazardous materials. Cost borne from the disposal overages beyond initial quantities are the responsibility of this Contractor.

**General**

Contractor shall submit monthly reports and disposal tickets for all loads.

---

**BID CALCULATION TOTAL**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBTOTAL</td>
<td>$286,750.00</td>
</tr>
<tr>
<td>P&amp;P BOND</td>
<td>$2,868.00</td>
</tr>
<tr>
<td>TOTAL (Include in Lump Sum Bid on Proposal)</td>
<td>$289,618.00</td>
</tr>
</tbody>
</table>
September 21, 2022

Red House Run Elementary School
11A Package - Food Service Equipment
PSC No. 03.109.22
Bid No. JBO-712-21

BASE BID COST 11A Package - Food Service Equipment $303,254.00

ALT 3 Operable awning vent windows $-
ALT 5 Tackable surfaces in hallways $-
ALT 7 Double sided mobile shelving $-
ALT 8 Salvage 500 bricks $-
ALT 9 Welded wire fabric in lieu of mesh $-
ALT 10 Brick façade at dumpster enclosure $-
ALT 11 Stainless Steel railings in lieu of painted $-
ALT 12 2 x 2 walkway pads on roof $-
ALT 13 security film at vestibule $-
ALT 14 abuse resistant drywall $-
ALT 15 HVAC mini split in some rooms $-
ALT 16 Electrical for mini splits $-
ALT 17 Soda in lieu of seed around school $-
ALT 18 Delete some ACM removal already complete $-

TOTAL BID COST $303,254.00

INELIGIBLE ITEMS (See attached if > $0) $159,749.00

Difference $143,505.00

57% State Funding (Round to $1000) $82,000.00
0% State Contingency $-

STATE FUNDING TOTAL $82,000.00

Ineligible Items

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Teacher’s Wardrobe (Mobile)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Low Bookshelves, (Mobile)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Metal Shelving</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Range</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Hood</td>
<td>$6,655.00</td>
<td>$1.00</td>
<td>$6,655.00</td>
</tr>
<tr>
<td>6</td>
<td>Under counter Refrigerator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Refrigerator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Dishwasher</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>9</td>
<td>Food Transport Cart</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>10</td>
<td>Shelving, (Mobile)</td>
<td>$104.40</td>
<td>$5.00</td>
<td>$522.00</td>
</tr>
<tr>
<td>11</td>
<td>Shelving</td>
<td>$315.30</td>
<td>$20.00</td>
<td>$6,306.00</td>
</tr>
<tr>
<td>12</td>
<td>Dunnage Rack, (Mobile)</td>
<td>$341.57</td>
<td>$7.00</td>
<td>$2,391.00</td>
</tr>
<tr>
<td>13</td>
<td>Shelving, (Mobile)</td>
<td>$223.75</td>
<td>$24.00</td>
<td>$5,370.00</td>
</tr>
<tr>
<td>14</td>
<td>Pot and Pan Shelving, (Mobile)</td>
<td>$241.50</td>
<td>$8.00</td>
<td>$1,932.00</td>
</tr>
<tr>
<td>15</td>
<td>Workable</td>
<td>$2,426.67</td>
<td>$3.00</td>
<td>$7,280.00</td>
</tr>
<tr>
<td>16</td>
<td>Convection Oven</td>
<td>$16,902.00</td>
<td>$1.00</td>
<td>$16,902.00</td>
</tr>
<tr>
<td>17</td>
<td>Heated Transport Cabinet, (Mobile)</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>18</td>
<td>Pan Rack Cart, (Mobile)</td>
<td>Included in Line 14</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Cost</td>
<td>Item</td>
<td>Cost</td>
<td>Item</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
<td>------------</td>
<td>------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Pass-Thru refrigerator, (Mobile)</td>
<td>$9,416.00</td>
<td>Pass-Thru warming cabinet, (Mobile)</td>
<td>$13,388.00</td>
<td>Ice Cream Cabinet, (Mobile)</td>
</tr>
<tr>
<td></td>
<td>$2.00</td>
<td>Milk Cooler, (Mobile)</td>
<td>$7,710.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$18,832.00</td>
<td>Cashier Stand</td>
<td>$3,609.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cash Register</td>
<td>By BCPS</td>
<td></td>
</tr>
<tr>
<td>Condiment Counter, (Mobile)</td>
<td>$2,697.00</td>
<td>Utility Cart, (Mobile)</td>
<td>$507.00</td>
<td>Bulk Milk Cooler, (Mobile)</td>
</tr>
<tr>
<td></td>
<td>$2.00</td>
<td></td>
<td>$3.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$5,394.00</td>
<td></td>
<td>$1,521.00</td>
<td></td>
</tr>
<tr>
<td>Media Shelving, (Mobile)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fire extinguishers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cafeteria Nutrition signage</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Signage accessories</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custodial Accessories (10 28 00 Toilet accessories &amp; Shower Enclosures)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resource bin storage shelving – slim line triple column; nimble tower slim line</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerator for Health Suite</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerators for Grade Level Storage Rooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerators for Faculty Rooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clothes washer and dryer for Health Suite</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theater and stage equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exercise equipment (Gymnasium)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Horizontal louver blinds</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walk-in Fridge/Freezer</td>
<td>$34,689.00</td>
<td></td>
<td>$1.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$159,749.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION 004000 “FORM OF PROPOSAL” -REVISED 122121

Bidders shall complete and return all the following forms with their bid.
(*except this form)

- Cover Page 004000-1
- Base Bid 004000-2
- Alternates 004000-3-7
- Unit Prices 004000-5-11
- Ancillary Items (Certificates, Bonding, etc.) 004000-12
- Warranty To The Lump Sum 004000-13
- Addenda 004000-14
- Proposal Sheet 004000-15
- State of Maryland Anti-Bribery Affidavit & Tax Certification 004000-16
- Certification Regarding U.S. Government Debarment 004000-17
- References 004000-18
- Applicant Screening Affidavit 004000-19-20
- Board of Directors - Diversity Affidavit 004000-21
- Attachment A: CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (Page 1) 004000-22
- Attachment A: CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (Page 2) 004000-23
- Attachment A: CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (Page 3) 004000-24
- Attachment B: MBE PARTICIPATION SCHEDULE 004000-25
- *No Bid Page 004000-26
DATE: 01-05-2022

PROJECT TITLE: RED HOUSE RUN ELEMENTARY REPLACEMENT SCHOOL

BCPS BID NUMBER: JBO-712-21

<table>
<thead>
<tr>
<th>Package 1A</th>
<th>General Trades</th>
<th>Package 8A</th>
<th>Entrances/Windows</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package 1B</td>
<td>Testing &amp; Inspection</td>
<td>Package 9A</td>
<td>Gypsum/ACT/Painting</td>
</tr>
<tr>
<td>Package 1C</td>
<td>Cleaning</td>
<td>Package 9B</td>
<td>Flooring</td>
</tr>
<tr>
<td>Package 2A</td>
<td>Demolition/Abatement</td>
<td>Package 9C</td>
<td>Painting</td>
</tr>
<tr>
<td>Package 3A</td>
<td>Concrete</td>
<td>Package 11A</td>
<td>Food Service Equipment</td>
</tr>
<tr>
<td>Package 4A</td>
<td>Masonry</td>
<td>Package 23A</td>
<td>Plumbing/HVAC</td>
</tr>
<tr>
<td>Package 5A</td>
<td>Steel</td>
<td>Package 26A</td>
<td>Electrical</td>
</tr>
<tr>
<td>Package 7A</td>
<td>Roofing</td>
<td>Package 32A</td>
<td>Site Work</td>
</tr>
</tbody>
</table>

BIDDER CONTRACT PACKAGE NUMBER: 11A Food Service Equipment

BID SUBMITTED BY: Singer Ashland
(Company Name as reflected on your company's W-9 Form)

SUBMITTED TO: Baltimore County Public Schools
Office of Purchasing
Electronic Submission

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigations, as BIDDER deems necessary.

BIDDER hereby agrees to furnish all labor, materials, equipment, and services required to complete the project in strict accordance with the Contract Documents for the following price:

01-05-22
(Signature of Bidder) (Date)

FORM OF PROPOSAL- REVISED 122121
BASE BID

TOTAL BASE BID consisting of the cost of asbestos abatement, demolition, and new construction, including the related architectural, mechanical, electrical, and other requirements incidental to the project.

Bidders shall include the following allowance(s) in their BASE BID:

BASE BID: $303,254.00 (IN DOLLARS)

BASE BID: Three hundred three thousand, two hundred fifty four dollars. (IN WRITING)

If a BASE BID amount contains contradictory terms, handwritten terms prevail over typewritten terms, and words prevail over numbers. The dollar amount expressed in words shall govern.

Signature of Bidder: ____________________________  
Date: 01-05-22
ALTERNATES

To be considered for award, bidders shall include a response for ALL ALTERNATES listed below. Failure to provide a response for all Alternates listed in this solicitation shall result in the bidder’s entire proposal being deemed non-responsive and ineligible for award. The dollar amount shall be expressed in numbers and words. If an Alternate amount contains contradictory terms, handwritten terms prevail over typewritten terms, and words prevail over numbers. The dollar amount expressed in words shall govern.

The cost of each ALTERNATE shall be valid for the period specified in Part II: Specifications--General Requirements, Section 8.0 Bid Alternates. Any ALTERNATE may be ADDED or DEDUCTED to/from the BASE BID within the award period at the discretion of the Owner. NO COST Alternates, where the bidder agrees to perform the specified Alternate work at no charge to BCPS, shall be recorded by bidder as $0.00 (zero dollars). Bidders shall be advised that in some instances the proposed Alternate requests a difference in bid price by adding to or deducting from the BASE BID price. Please read alternate descriptions carefully.

The undersigned BIDDER proposes and agrees to ADD or DEDUCT to/from the BASE BID the cost of any of the ALTERNATES.

1. **Alternate No. 1 ADD:** Exterior Window Security Film – Install exterior window security film at all windows with a sill height less than 5'-0" above grade, and at all exterior entrances with any glass sidelites, or glass lites in the door

   $ 0.00 ____________________________________ Dollars

   Zero __________________________________________(IN WRITING)

2. **Alternate No. 2 ADD:** Photovoltaic Installation as shown in the construction documents.

   $ 0.00 ____________________________________ Dollars

   Zero __________________________________________(IN WRITING)

3. **Alternate No. 3 ADD:** Awning Vent Windows as defined and shown in the construction documents.

   $ 0.00 ____________________________________ Dollars

   Zero __________________________________________(IN WRITING)

   [Signature of Bidder] 01-05-22

   (Signature of Bidder) (Date)

FORM OF PROPOSAL-REVISED 122121

IAC Meeting 10/13/2022

004000-3

Revised 5/7/2020
4. **Alternate No. 4 ADD:** Mechanical Screen Wall – Install mechanical screen wall to surround and screen all rooftop equipment

   $ 0.00

   Zero (IN WRITING)

5. **Alternate No. 5 ADD:** Tackable Surface in Corridors as shown and defined in the construction documents.

   $ 0.00

   Zero (IN WRITING)

6. **Alternate No. 6 ADD:** Provide Powerbond modular flooring for classrooms as shown and defined in the construction documents.

   $ 0.00

   Zero (IN WRITING)

7. **Alternate No. 7 ADD:** Provide full quantity of mobile casework in Media Center as shown and defined in the construction documents.

   $ 0.00

   Zero (IN WRITING)

---

**Signature of Bidder:**

01-05-22

(Date)

FORM OF PROPOSAL-REVISED 122121

IAC Meeting 10/13/2022

004000-4

Revised 5/7/2020
8. **Alternate No. 8 ADD:** Salvage 500 bricks from the original building demolition. Clean and store as directed.

\[ \text{Dollars} \]

\[ \text{Zero} \] (IN WRITING)

9. **Alternate No. 9 ADD:** Provide Welded-Wire-Fabric in lieu of or in addition to fiber mesh reinforcing for all concrete as defined in the construction documents.

\[ \text{Dollars} \]

\[ \text{Zero} \] (IN WRITING)

10. **Alternate No. 10 ADD:** Provide brick façade at the dumpster enclosure as shown and defined in the construction documents.

\[ \text{Dollars} \]

\[ \text{Zero} \] (IN WRITING)

11. **Alternate No. 11 ADD:** Provide stainless steel railings instead of painted steel railings as shown and defined in the construction documents.

\[ \text{Dollars} \]

\[ \text{Zero} \] (IN WRITING)

Signature of Bidder

01-5-22

(Date)

FORM OF PROPOSAL-REVISED 122121

IAC Meeting 10/13/2022

004000-5

Revised 5/7/2020
12. **Alternate No. 12 ADD:** Provide walking pads on roof for access to rooftop equipment as shown and defined in the construction documents.

$ 0.00 .................................................... Dollars

Zero .................................... (IN WRITING)

13. **Alternate No. 13 ADD:** Provide security film in the secure vestibule, rooms 134, 135, 131B, and 137A as shown and defined in the construction documents.

$ 0.00 .................................................... Dollars

Zero .................................... (IN WRITING)

14. **Alternate No. 14 ADD:** Provide high impact gypsum board in all high traffic areas. Provide to a height of 8'-0" A.F.F.

$ 0.00 .................................................... Dollars

Zero .................................... (IN WRITING)

15. **Alternate No. 15 ADD:** Provide Mini-split HVAC units to specific spaces as shown and defined in the construction documents.

$ 0.00 .................................................... Dollars

Zero .................................... (IN WRITING)

---

(Signature of Bidder) 01-05-22

(Date)
16. **Alternate No. 16 ADD**: Provide power for the Mini-split HVAC units installed in specific spaces as shown and defined in the construction documents.

$ 0.00

Zero (IN WRITING)

17. **Alternate No. 17 ADD**: Provide and install sod around the perimeter of the building instead of grass seed.

$ 0.00

Zero (IN WRITING)

18. **Alternate No. 18 DEDUCT**: Hazmat Abatement: Base Bid to include the HazMat Abatement scope of work, as defined in 0022000 – 3.4 as part of Contract Package 02A. Alternate Deduct Bid is to exclude the following scope of work:

1. Asbestos-containing black mastic located on pipe insulation identified in Classroom 17 and Classroom 8.
2. Asbestos-containing black adhesive on the wall in the boiler room at the electrical feed.
3. Asbestos-containing 12" x 12" beige floor tile with white flecks located in the kitchen restroom.
4. Black residual mastic associated with 12" x 12" gray Armstrong tile throughout the school.
5. Black residual mastic associated with 12" x 12" light tan Armstrong tile throughout the school.
6. Asbestos-containing 12" x 12" black floor tile located at doorways in most rooms.
7. Asbestos-containing 9" x 9" floor tile and associated black mastic. This includes all styles identified.
8. Asbestos-containing mudded fittings identified above the ceiling in the hall and health suite toilet room.
10. Asbestos-containing mastic associated with dry erase boards, cork boards, bulletin boards, and chalk boards.

$ 0.00

Zero (IN WRITING)

[Signature of Bidder] 01-05-22

(Date)

FORM OF PROPOSAL-REVISED 122121 004000-7

IAC Meeting 10/13/2022

-64- Revised 5/7/2020
UNIT PRICES

Unit prices are for both extra Work and credits. This list of prices will be submitted with the Bid in duplicate and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all work in this project involving extra materials/services performed by the General Contractor or his subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit price includes all overhead and profit for the Subcontractor. General Contractor mark-up is to be applied per Article 7 of General Conditions. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid proposal and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

NOTE: “Total Prices” entered below in the Unit Price list should be carried in the Base Bid

<table>
<thead>
<tr>
<th>No.</th>
<th>Unit Price Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Undercut &amp; haul-off unsuitable soil, replace with compacted select fill materials Contractor Package 32A – Item #23</td>
<td>5,000</td>
<td>CY</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2.</td>
<td>Undercut &amp; haul-off unsuitable soil, replace with compacted select fill materials Contractor Package 03A – Item #13</td>
<td>1,000</td>
<td>CY</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3.</td>
<td>Aggregate Pier - 30” diameter x 18 foot deep Contractor Package 32A – Item #9</td>
<td>750</td>
<td>each</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4.</td>
<td>Aggregate Pier (Uplift) – 30” diameter x 18 foot deep Contractor Package 32A – Item #9</td>
<td>10</td>
<td>each</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5.</td>
<td>Aggregate Pier – Additional foot of depth for 30” diameter pier Contractor Package 32A – Item #9</td>
<td>1500</td>
<td>LF</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6.</td>
<td>Remove, dispose of, and replace base asphalt pavement to patch areas damaged from construction traffic. Contractor Package 32A – Item #45</td>
<td>12,000</td>
<td>SF</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7.</td>
<td>Remove, dispose of, and replace concrete curb and gutter damaged from construction traffic. Contractor Package 32A – Item #43</td>
<td>200</td>
<td>LF</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8.</td>
<td>Moisture Vapor Control Coatings Contractor Package 09B – Item #17</td>
<td>40,000</td>
<td>SF</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9.</td>
<td>Testing and Inspections Contractor Scope 01B – Entire Scope</td>
<td>Reference Supplemental Proposal Include with Bid Form</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>General Use Dumpsters Contractor 01A Scope - Item #4</td>
<td>Reference Supplemental Proposal Include with Bid Form</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>ACM Abatement Contractor Scope 02A – Item #18</td>
<td>Reference Supplemental Proposal Include with Bid Form</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Bidder) 01-05-22
(Date)

IAC Meeting 10/13/2022
004000-8

FORM OF PROPOSAL-REVISED 122121

IAC Meeting 10/13/2022
-65-

Revised 5/7/2020
UNIT PRICES

Unit prices are for both extra Work and credits. This list of prices will be submitted with the Bid in duplicate and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all work in this project involving extra materials/services performed by the General Contractor or his subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit price includes all overhead and profit for the Subcontractor. General Contractor mark-up is to be applied per Article 7 of General Conditions. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid proposal and agrees to add or delete items for the unit prices identifies when directed to do so by the Owner.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description of Item</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Stabilized Construction Entrance</td>
<td>EA</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Super Silt Fence (furnish, install, maintain, remove)</td>
<td>LF</td>
<td>$12.00</td>
</tr>
<tr>
<td>3</td>
<td>Super Fence Diversion (furnish, install, maintain, remove)</td>
<td>LF</td>
<td>$11.00</td>
</tr>
<tr>
<td>4</td>
<td>Standard Silt Fence (furnish, install, maintain, remove)</td>
<td>LF</td>
<td>$4.50</td>
</tr>
<tr>
<td>5</td>
<td>Strip and Stockpile Topsoil</td>
<td>CY</td>
<td>$5.00</td>
</tr>
<tr>
<td>6</td>
<td>Inlet Protection (All Types)</td>
<td>EA</td>
<td>$450.00</td>
</tr>
<tr>
<td>7</td>
<td>Safety Fence (Tree Protection)</td>
<td>LF</td>
<td>$2.50</td>
</tr>
<tr>
<td>8</td>
<td>Temporary Stabilization - Mulch</td>
<td>SY</td>
<td>$40.00</td>
</tr>
<tr>
<td>9</td>
<td>Temporary Seeding</td>
<td>SY</td>
<td>$0.75</td>
</tr>
<tr>
<td>10</td>
<td>&quot;Leafgro&quot; or equal to amend topsoil to specified organic content.</td>
<td>CY</td>
<td>$30.00</td>
</tr>
<tr>
<td></td>
<td>Quantity based on amount of amendment used.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Remove trench rock, haul offsite, and dispose of legally</td>
<td>CY</td>
<td>$220.00</td>
</tr>
<tr>
<td>12</td>
<td>Remove open rock, haul offsite, and dispose of legally</td>
<td>CY</td>
<td>$105.00</td>
</tr>
<tr>
<td>13</td>
<td>Geo Grid Tensar BX1200</td>
<td>SY</td>
<td>$6.00</td>
</tr>
<tr>
<td>14</td>
<td>Select Backfill (Import and Place/Compact)</td>
<td>CY</td>
<td>$25.00</td>
</tr>
<tr>
<td>15</td>
<td>Curlex</td>
<td>SF</td>
<td>$0.25</td>
</tr>
<tr>
<td>16</td>
<td>Earth Excavation - Machine and place/compact onsite</td>
<td>CY</td>
<td>$3.50</td>
</tr>
<tr>
<td>17</td>
<td>Earth Excavation - Machine and disposal offsite</td>
<td>CY</td>
<td>$23.00</td>
</tr>
<tr>
<td>18</td>
<td>Earth Excavation - Hand and place/compact onsite</td>
<td>CY</td>
<td>$90.00</td>
</tr>
<tr>
<td>19</td>
<td>Earth Excavation - Hand and disposal offsite</td>
<td>CY</td>
<td>$100.00</td>
</tr>
<tr>
<td>20</td>
<td>Undercut, dispose offsite, refill with CR-6 or #57 stone trench and compact to 95%</td>
<td>CY</td>
<td>$60.00</td>
</tr>
<tr>
<td>21</td>
<td>Trench Excavation and soil disposal onsite</td>
<td>CY</td>
<td>$9.00</td>
</tr>
<tr>
<td>22</td>
<td>Trench Excavation and soil disposal offsite</td>
<td>CY</td>
<td>$22.00</td>
</tr>
<tr>
<td>23</td>
<td>Soil Cement (12&quot; depth). Includes discing and compaction</td>
<td>SY</td>
<td>$12.00</td>
</tr>
<tr>
<td>24</td>
<td>Rip Rap Class 1</td>
<td>TON</td>
<td>$50.00</td>
</tr>
<tr>
<td>25</td>
<td>MSHA #2 or #57 Stone in open areas (undercut)</td>
<td>CY</td>
<td>$45.00</td>
</tr>
<tr>
<td>26</td>
<td>Sodding</td>
<td>SY</td>
<td>$4.25</td>
</tr>
<tr>
<td>27</td>
<td>Existing sidewalk removal, disposal offsite, &amp; replacement (per plan detail)</td>
<td>LF</td>
<td>$8.50</td>
</tr>
<tr>
<td>28</td>
<td>Existing curb and gutter removal, disposal offsite, &amp; replacement (per plan detail)</td>
<td>LF</td>
<td>$35.00</td>
</tr>
<tr>
<td>29</td>
<td>New concrete sidewalk (per plan detail), including excavation, stone subbase, etc.</td>
<td>SF</td>
<td>$6.00</td>
</tr>
<tr>
<td>30</td>
<td>Damaged Heavy Duty Paving, removal of asphalt surface and base courses, disposal, and replacement of same in specified</td>
<td>SY</td>
<td>$40.00</td>
</tr>
<tr>
<td>Item Number</td>
<td>Description of Item</td>
<td>Unit</td>
<td>Price</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>------</td>
<td>--------</td>
</tr>
<tr>
<td>31</td>
<td>Damaged Light Duty Paving, removal of asphalt surface and base courses, disposal, and replacement of same in specified thickness</td>
<td>SY</td>
<td>$33.00</td>
</tr>
<tr>
<td>32</td>
<td>New curb and gutter (per plan detail, including excavation, stone subbase, etc.)</td>
<td>LF</td>
<td>$26.00</td>
</tr>
<tr>
<td>33</td>
<td>4&quot; CMU wall**</td>
<td>SF</td>
<td>$11.50</td>
</tr>
<tr>
<td>34</td>
<td>6&quot; CMU wall**</td>
<td>SF</td>
<td>$12.00</td>
</tr>
<tr>
<td>35</td>
<td>8&quot; CMU wall**</td>
<td>SF</td>
<td>$14.50</td>
</tr>
<tr>
<td>36</td>
<td>12&quot; CMU wall**</td>
<td>SF</td>
<td>$16.00</td>
</tr>
<tr>
<td>38</td>
<td>Quartz flooring, including all flash patching, adhesives, cutting, and patterns</td>
<td>SF</td>
<td>$4.15</td>
</tr>
<tr>
<td>39</td>
<td>2x4 Acoustic Ceiling System Type 1.11 including grid and tiles</td>
<td>SF</td>
<td>$4.00</td>
</tr>
<tr>
<td>40</td>
<td>2x2 Acoustic Ceiling System Type 1.01 including grid and tiles</td>
<td>SF</td>
<td>$6.00</td>
</tr>
<tr>
<td>41</td>
<td>Slab trench, removal of subfloor, and replacement of same. Unit price includes all sawcutting, jackhammering, dust protection, doweling, clean-up, sub-base protection and stone, etc. to bring the slab back to original condition.</td>
<td>SF</td>
<td>$25.00</td>
</tr>
<tr>
<td>42</td>
<td>Ceramic Wall Tile</td>
<td>SF</td>
<td>$17.00</td>
</tr>
<tr>
<td>43</td>
<td><strong>THE FOLLOWING ITEMS ARE APPLICABLE AFTER THE WALLS AND CEILINGS ARE IN PLACE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Toothed single doorframe: Furnish and install extra CMU lintel as necessary and infill. Grout CMU and frame after frame is set.</td>
<td>Per Opening</td>
<td>$800.00</td>
</tr>
<tr>
<td>45</td>
<td>Toothed double doorframe: Furnish and install extra CMU lintel as necessary and infill. Grout CMU and frame after frame is set.</td>
<td>Per Opening</td>
<td>$900.00</td>
</tr>
<tr>
<td>46</td>
<td>Duplex Power Receptacle, 120V, 20A, including junction box, receptacle, 50FT of 3/4&quot; EMT conduit, 150FT plus of wire, receptacle interior, faceplate, and all other conduit and wire accessories for a complete installation.</td>
<td>EA</td>
<td>$430.00</td>
</tr>
<tr>
<td>47</td>
<td>Fire Alarm Pull Station including junction box, 50FT of 3/4&quot; EMT conduit and wire, accessories, wiring to adjacent device, programming, and testing for a complete installation.</td>
<td>EA</td>
<td>$480.00</td>
</tr>
<tr>
<td>48</td>
<td>Fire Alarm Strobe: Provide 15, 30, 60, 75, or 110-CF ceiling or wall-mounted strobe with junction box, 50FT of specified cabling in 3/4&quot; EMT conduit, accessories, wiring to adjacent device, programming, and testing for a complete install.</td>
<td>EA</td>
<td>$530.00</td>
</tr>
<tr>
<td>49</td>
<td>Fire Alarm Horn/Speaker/Strobe: Provide 15, 30, 60, 75, or 110-CF ceiling or wall-mounted strobe with junction box, 50FT of specified cabling in 3/4&quot; EMT conduit, accessories, wiring to adjacent device, programming, and testing for a complete install.</td>
<td>EA</td>
<td>$625.00</td>
</tr>
<tr>
<td>50</td>
<td>Data Receptacle including junction box, faceplate, two RJ-45 jacks, 15FT of 1&quot; EMT conduit to above-ceiling space, cable terminations, testing, and labeling for a complete install.</td>
<td>EA</td>
<td>$235.00</td>
</tr>
<tr>
<td>51</td>
<td>Exit Sign: Provide ceiling-mounted LED exit sign with junction box, wire guard, and 50FT of 3/4&quot; EMT conduit and wiring.</td>
<td>EA</td>
<td>$575.00</td>
</tr>
<tr>
<td>Item Number</td>
<td>Description of Item</td>
<td>Unit</td>
<td>Price</td>
</tr>
<tr>
<td>-------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>---------</td>
</tr>
<tr>
<td>52</td>
<td>Light switch, 1 pole, including junction box, cover plate, ¾” EMT conduit, wire, and accessories to connect to nearest controlled light fixture within 25 feet of the switch.</td>
<td>EA</td>
<td>$235.00</td>
</tr>
<tr>
<td>53</td>
<td>Telephone Drop: Provide a CAT-5E telephone jack complete with testing and termination. Include 300-ft of CAT-5E plenum cable.</td>
<td>EA</td>
<td>$320.00</td>
</tr>
<tr>
<td>54</td>
<td>Video Drop: Provide video jack and plates as specified complete with testing, termination, and labeling. Include 50-ft of RG-6/U coaxial plenum cable and video tape.</td>
<td>EA</td>
<td>$210.00</td>
</tr>
<tr>
<td>55</td>
<td>Typical projector outlet as specified including junction box, faceplate, 15 FT of 1-¾” conduit to above-ceiling space, cable terminations, testing, and labeling for a complete install.</td>
<td>EA</td>
<td>$415.00</td>
</tr>
<tr>
<td>56</td>
<td>Public Address Speaker: Unit costs shall include one (1) ceiling-mounted public address speaker, back-box, support, 300FT of specified cabling in ¾” conduit, and wire terminations for a complete install.</td>
<td>EA</td>
<td>$915.00</td>
</tr>
<tr>
<td>57</td>
<td>Interior Fixed Security Camera ceiling mounted including camera, backbox, ceiling supports, terminations, testing, and programming for a complete install.</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Exterior Fixed Security Camera ceiling mounted including camera, backbox, ceiling supports, terminations, testing, and programming for a complete install.</td>
<td>EA</td>
<td>$1,575.00</td>
</tr>
<tr>
<td>59</td>
<td>Exterior Long-Range Fixed Security Camera ceiling-mounted including camera, back-box, ceiling supports, terminations, testing, and programming for a complete install.</td>
<td>EA</td>
<td>$3,075.00</td>
</tr>
<tr>
<td>60</td>
<td>Exterior PTZ Security Camera ceiling-mounted including camera, back-box, ceiling supports, terminations, testing, and programming for a complete install.</td>
<td>EA</td>
<td>$3,225.00</td>
</tr>
<tr>
<td>61</td>
<td>Access Control System per additional controlled door including card reader, door contact, request to exit motion sensor, junction boxes, 50FT of 1” EMT conduit, 30FT of ½” EMT conduit, control wiring from devices to controller above ceiling at door, and wiring to electrified odor hardware, card reader, motion detector, door contract. Include all programming and testing for a complete install.</td>
<td>EA</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>62</td>
<td>Intrusion detection motion sensor including wiring terminations, back-box, ceiling support mounts, programming, and testing for ac complete install.</td>
<td>EA</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

(Signature of Bidder) 01-05-22

(Date)
PROJECT CONSTRUCTION SCHEDULE AND LIQUIDATED DAMAGES

The undersigned agrees to complete Work in strict accordance with the Contract Documents and be substantially complete by not later than the date specified within this solicitation. The Owner may retain the sums as set forth within this solicitation.

MBE SUBMITTALS

The Bidder shall include minority business enterprise material as provided herein with their proposal. Bidders failing to submit the minority business enterprise material as provided herein, including the “Attachment A: CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT” and “Attachment B: MBE PARTICIPATION SCHEDULE” may result in the bid being determined non-responsive.

BID BOND

Bidder must include Bid Bond in the form specified within this solicitation.

CERTIFICATE OF PREQUALIFICATION

Bidder must include a copy of the Certificate of Prequalification, as issued by the BCDPW.

ADDENDA

Receipt of Addenda to the Drawings and Specifications shall be acknowledged on the ADDENDA form within this Form of Proposal.

CONTRACT

If the undersigned receives written notice of award of the Contract, at his designated address, within one-hundred twenty (120) calendar days after bid opening (or later if bid has not been withdrawn), the undersigned agrees to execute and deliver a Contract and Bonds in accordance with the bid as accepted, within ten (10) business days from receipt of the Contract, or forfeit the amount of the Bid Bond.

(Signature of Bidder)  01-05-22
(Date)
WARRANTY TO THE LUMP SUM

The undersigned affirms that the above Lump Sum Base Bid and Add Alternates represents the entire cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any indexes or any other rate affecting the construction industry and/or this project.

NOTE: Bidder to select one.

If a corporation, give the state of incorporation using the phrase, “A corporation organized under the laws of Delaware.”

If an individual using a trade name, give individual name, using the phrase, “An individual doing business under the firm name of ______________________________.”

If a partnership, give name of the partners using also the phrase, “Co-partners trading and doing business under the firm name of ______________________________.”

Respectfully submitted,

(COMPANY NAME OF BIDDER) Singer Ashland

By ___________________________
VP/GM
(Official title)

1324 Brass Mill Rd. Belcamp, MD 21017
(Business Address)

12762371
Contractor’s Maryland Registration Number

410-273-1856
(Phone)
ADDENDA

(If applicable) Please complete and return with your bid response.

I, the undersigned, acknowledge receipt of the following addenda to this solicitation.

Addendum #1 - Date Issued 11/22/21
Addendum #2 - Date Issued 12/07/21
Addendum #3 - Date Issued 12/07/21
Addendum #4 - Date Issued 12/10/21

Addendum #5 - Date Issued 12/14/21
Addendum #6 - Date Issued 12/21/21

Signature

VP/GM

Title

Singer Ashland

Contractor Name
PROPOSAL SHEET

I/We certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 16.202).

I/We certify that this bid is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies, materials, and equipment, and (contracted) services, and is in all respects fair and without collusion or fraud.

I/We certify that all material and equipment bid by this firm, to be supplied to the Baltimore County Public Schools meets all safety and health standards as prescribed by the rules and regulations of the Maryland Occupational Safety and Health Act (MOSHA). MOSHA STANDARDS 29 CFR 1910.

I/We certify that all materials delivered to, and/or used or brought on to BCPS property is accompanied by a manufacturer’s certification verifying/confirming item(s) to be “asbestos free.”

I/We certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.

I/We propose to furnish, package, mark, and deliver to the Baltimore County Public Schools, the supplies, materials or equipment as required in the accompanying specifications at the unit prices indicated.

I/We certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland; and, Md. Ed. Code Ann., §§6-113.

Is your company a certified Minority Business Enterprise with the State of Maryland? ____ Yes  ____ No  MDOT # ___

Please indicate which group qualifies the business as a Minority Business Enterprise:

(African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual)

Is your company a small business with less than fifty (50) employees which generates annual revenue less than ten (10) million dollars? ____ Yes  ____ No

Is your business located within Baltimore County, Maryland? ____ Yes  ____ No

As the duly authorized representative of the bidder and having the legal authority to make this proposal, I hereby declare that I have carefully examined Terms, Conditions, Requirements, Specifications and Drawings (including all Addenda), forming a part of the Contract and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price as indicated for the Baltimore County Public Schools.

COMPANY: Singer Ashland  FEDERAL ID#: 23-1674739
ADDRESS: 1324 Brass Mill Road
Belcamp, MD 21017
SIGNATURE: Todd Schaeffer, VP/GM
tschaeffer@singerequipment.com
E-MAIL: RETURN BID TO: Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
Include Solicitation Number

FORM OF PROPOSAL-REVISED 122121 004000-15
IAC Meeting 10/13/2022 -72- Revised 1/21/21
STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the VP/GM and the duly authorized representative of the firm
   of Singer Ashland who address is 1324 Brass Mill Rd. Belcamp, MD 21017
   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 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees 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 of, or have pleaded nolo contendere to a charge of, or have during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

None

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

Witness

Signature

Date

STATE OF MARYLAND TAX CERTIFICATION

At the time a bid or proposal for a State procurement contract of $10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax - General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

BIDDERS SHALL PROVIDE STATE OF MARYLAND TAX CERTIFICATION NUMBER ON THE LINE DIRECTLY BELOW:

16896244

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

Witness

Signature

Date

Marianne Burger

Todd Schaeffer - VP/GM

Name/Title (please type or print)

Date

FORM OF PROPOSAL-REVISED 122121

IAC Meeting 10/13/2022

004000-16

Revised 1/21/21
CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants’ responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Todd Schaeffer, VP/GM
Name and Title of Authorized Agency/Organization Representative

Signature 01-05-22
Date

Singer Ashland
Agency/Organization

*Above certification instituted by the U.S. Department of Education for all grantees and sub grantees as of fiscal year 1990.
REFERENCES

List at least 3 projects (preferably school systems) -- one may be with BCPS, completed by your organization in the last eighteen (18) months. References--should include projects of similar scope and size for which your firm has provided similar service.

PROJECT #1
CHARLES COUNTY ELEMENTARY SCHOOL #22 - $420,000.00
Project #1--Brief Description of Type of Project

SCHEIBEL CONSTRUCTION

Organization’s name for Public Project #1
JONATHON WEEKS (443) 975-0477
Representative’s Name Representative’s Phone # email address

PROJECT #2
PATAPSCO HIGH SCHOOL - $460,884.00
Project #2--Brief Description of Type of Project
TOWSON MECHANICAL

Organization’s name for Public Project #2
EDDIE WELSH (443) 250-0084
Representative’s Name Representative’s Phone # email address

PROJECT #3
HAVRE DE GRACE MIDDLE/HIGH SCHOOL - $880,000.00
Project #3--Brief Description of Type of Project

HOMEWOOD GENERAL CONTRACTORS

Organization’s name for Public Project #3
LOGAN VITEK (410) 628-8996
Representative’s Name Representative’s Phone # email address

Signature of Bidder) (Date)

01-05-22

FORM OF PROPOSAL-REVISED 122121 004000-18
APPLICANT SCREENING AFFIDAVIT

I, (print name) Todd Schaeffer possess the legal authority to make this affidavit on behalf of (print company name) Singer Ashland.

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct/routine contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute"). Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
   a. The current employer
   b. All former school employers; and
   c. All former employers of the applicant in which the applicant was employed in a position involving direct/routine contact with minors.

2. Written consent form signed by the applicant to release all records relating to child sexual abuse or sexual misconduct.

3. A written statement of whether the applicant:
   a. Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(l)(1-5), of the statute.
   b. Has ever been disciplined, discharged, nonrenewed or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
   c. Has ever had a license. Professional license or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending, or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct/routine contact with minors, the Contractor shall:

1. Review an applicant’s employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and

2. Request a report from the Maryland Department of Education regarding the applicant’s eligibility for employment or certification status to determine whether the applicant
   a. Holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and
   b. Has been the subject of professional discipline related to child sexual abuse or sexual misconduct.
If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct. Contractor shall conduct the employment history review of the applicant:

1. At the time of initial firing of the employee; or
2. Before the employee is assigned to work for the school entity in a position involving direct/routine contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute; and provide to BCPS access to the employee's records upon request.

Before assigning an employee to perform work for BCPS in a position involving direct/routine contact with minors, Contractor shall provide notice to BCPS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for BCPS in a position involving direct/routine contact with minors if BCPS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 01-05-22

By: Todd Schaeffer, VP/GM
(printed name of Authorized Representative and affiant)

(signature of Authorized Representative and affiant)
BOARD OF DIRECTORS - DIVERSITY AFFIDAVIT

This documentation is required by the statutory regulation, Bids, §5-112, Annotated Code of Maryland. Education enacted July 1, 2000. All bidders interested in submitting proposals on school construction projects shall provide information that identifies the diversity of its Board of Directors. Said diversity shall be identified by completion of this form. Failure to provide said documentation may be cause for rejection of the bidder's proposal as non-responsive.

**Singer Ashland**  
Name of Corporation/Business  
**JBO-712-21**  
BCPS Bid No.

**List of Board of Directors**

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Title</th>
<th>Diversity (See Legend)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rodney White</td>
<td>President</td>
<td>9</td>
</tr>
<tr>
<td>Todd Schaeffer</td>
<td>VP/GM</td>
<td>9</td>
</tr>
</tbody>
</table>

Diversity Legend:  
(1) African Americans; (2) Alaskan Native; (3) American Indian/Native Americans;  
(4) Asians; (5) Hispanics; (6) Physically or mentally disabled individuals;  
(7) Women; or (8) A non-profit entity organized to promote the interests of physically or mentally disabled individuals; (9) Caucasian.  
Note: It is understood that an Individual may qualify for more than one designation. Multiple designations shall be so noted on the form.
CERTIFIED MINORITY BUSINESS ENTERPRISE  
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT  

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

I acknowledge the:

- Overall certified MBE subcontract participation goal of

<table>
<thead>
<tr>
<th>Division</th>
<th>Overall Certified MBE Subcontract Participation</th>
<th>Subgoal African American Owned Business</th>
<th>Subgoal Women Owned Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A General Trades</td>
<td>29%</td>
<td>8%</td>
<td>11%</td>
</tr>
<tr>
<td>1B Testing &amp; Inspection</td>
<td>5%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>1C Cleaning</td>
<td>10%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>2A Demolition</td>
<td>24%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>3A Concrete</td>
<td>20%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>4A Masonry</td>
<td>22%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>5A Steel</td>
<td>25%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>7A Roofing</td>
<td>25%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>8A Entrances/Windows</td>
<td>22%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>9A Gypsum/ACT/Painting</td>
<td>27%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>9B Flooring</td>
<td>22%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>9C Painting</td>
<td>22%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>11A Food Service Equipment</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>23A Plumbing/HVAC</td>
<td>29%</td>
<td>8%</td>
<td>11%</td>
</tr>
<tr>
<td>26A Electrical</td>
<td>29%</td>
<td>8%</td>
<td>11%</td>
</tr>
<tr>
<td>32A Site Work</td>
<td>29%</td>
<td>8%</td>
<td>11%</td>
</tr>
</tbody>
</table>

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

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

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

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

or

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

I request a partial waiver as follows:

• Waiver of overall MBE subcontract participation goal: __0__ %
• Waiver of MBE subcontract participation subgoals, if applicable:
  • __0__ % for certified African American-owned businesses and
  • __0__ % for certified Women-owned businesses.

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

or

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

I request a full waiver.

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

Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit within 10 working days after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

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

Approved by IAC 9/18/08
Attachment A (page 3 of 3)

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

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

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

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

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

Singer Ashland
Bidder/Offeror Name
1324 Brass Mill Rd.
Address
Belcamp, MD 21017
Address (continued)

Affiant Signature
Todd Schaeffer, VP/GM
Printed Name & Title
01-05-22
Date
This is a construction contract, for which competitive bids were solicited, for the food service equipment package (11A) for the replacement of Red House Run Elementary School. Bids were received and approval is requested for a contract with the lowest responsive responsible bidder and a total contract spending authority of $333,579.

<table>
<thead>
<tr>
<th>Board Meeting Date:</th>
<th>2/8/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number and Title:</td>
<td>JBO-712-21 Red House Run Elementary School, Replacement School, Package 11A – Food Service Equipment</td>
</tr>
</tbody>
</table>

### Procurement Details

- **Procurement Type:** Invitation for bids
- **Procurement Authority:** Educ. §5-112
- **Formal Bid Issued:** 11/17/2021
- **Pre-Bid Meeting:** 11/23/2021
- **Vendors Issued To:** 131
- **Number of Bids Received:** 2
- **Number of No-Bids Received:** 0

### Contract Spending Authority

- **Contract Spending Authority:** $303,254
- **Contingency Amount:** $30,325
- **Total Contract Spending Authority:** $333,579

### Funding Source

- **Funding Source:** Capital budget

### General Fund Category

- **General Fund Category:** Capital Outlay

### Object Class

- **Object Class:** Contracted Services

### Prior Fiscal Year Actual

- **Prior Fiscal Year Actual:** N/A

### Current Fiscal Year Budgeted

- **Current Fiscal Year Budgeted:** N/A

### Lifetime Prior Contract Expenditures

- **Lifetime Prior Contract Expenditures:** N/A

### Average Annual Contract Expenditures

- **Average Annual Contract Expenditures:** N/A

### Prior Fiscal Year Contract Expenditures

- **Prior Fiscal Year Contract Expenditures:** N/A

### Fiscal Year-to-Date Contract Expenditures

- **Fiscal Year-to-Date Contract Expenditures:** N/A

### Anticipated Current Fiscal Year Contract Expenditures

- **Anticipated Current Fiscal Year Contract Expenditures:** N/A

### Anticipated Lifetime Contract Expenditures

- **Anticipated Lifetime Contract Expenditures:** $333,579

### Description

- This contract consists of all labor, materials, and associated work required for the food service equipment package (11A) for the replacement of Red House Run Elementary School.
- Alternates 3, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 are included in the scope of this package.

### Method of Award Recommendation

This award recommendation was based on the lowest responsive responsible bidder.
**The Compass: Our Pathway to Excellence:**

This contract supports *The Compass: Our Pathway to Excellence*, Focus Area 5: Operational Excellence, Key Initiative 3: Improve School Facilities Systemwide.

**Recommended Award To:**

<table>
<thead>
<tr>
<th>Singer Ashland</th>
<th>Riverside, MD</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Division:</th>
<th>Division of Business Services</th>
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</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Department of Facilities Management and Strategic Planning</td>
</tr>
<tr>
<td>Contact:</td>
<td>Pradeep Dixit, Executive Director</td>
</tr>
</tbody>
</table>
### Bidders

<table>
<thead>
<tr>
<th></th>
<th>Singer Ashland</th>
<th>11400, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Bid</strong></td>
<td>$303,254</td>
<td>$324,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$303,254</td>
<td>$324,500</td>
</tr>
</tbody>
</table>

**NOTE:** The project scope includes bid alternates 3, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18. Alternates not identified in the chart above were submitted as zero (0) dollars cost by the contractor(s) for this construction package.
APPROVAL OF CONTRACTS

LEA: St. Mary’s County  
Project Name: Town Creek Elementary  
Project Type: Systemic Renovation  
Scope of Work: HVAC  
Basis for Award of Contract: Base bid + alt 2.  
Basis of Funding: 58% of eligible base bid + alt 2.  

Local Funds: $1,424,640  
State Funds: $1,967,360  
Total Contract: $3,392,000  

State Contingency for Change Orders: 0  

Transfer State Funds:  
Decrease Project Amount: $0  
Increase Contingency Amount: $0  
Decrease Contingency Amount: $0  
Increase Project Amount: $0  

Contract #  Contractor  Total Contract  
---  -----------------  ---------------  
                      Paramount Mechanical Corporation  $3,392,000  

$3,392,000  

Notes: (1) Replace roof top units, hot water boilers, exhaust fans, and a reciprocating chiller serving one air handling unit, 20 unitary devices and upgrade to the HVAC controls.  
(2) Prevailing wage rates apply to this contract.  
(3) All change orders are Local responsibility; change orders are not required to be submitted to the State for review. Final State funding is evaluated at time of project Close-Out.  
IAC Approval Date: 

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APPENDIX B

SECTION 00 41 13 BID PROPOSAL FORM

BID PROPOSAL

DATE: 8/25/2022

PROJECT TITLE: Town Creek Elementary School Systemic HVAC Renovation

BID NUMBER: SMCPS-2023-02-DSS-DC

THIS BID IS SUBMITTED BY: PARAMOUNT MECHANICAL

SUBMITTED TO: BOARD OF EDUCATION
ST. MARY'S COUNTY PUBLIC SCHOOL
DEPARTMENT OF DESIGN AND CONSTRUCTION
27190 POINT LOOKOUT ROAD
LOVEVILLE, MARYLAND 20656

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid in accordance with the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This Bid will remain open for one hundred fifty (150) days after the day of Bid opening. Bidder will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents that:

(a) Bidder has examined copies of all the Contract Document and the following Addenda:

<table>
<thead>
<tr>
<th>DATE</th>
<th>ADDENDA NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/10/22</td>
<td>1</td>
</tr>
<tr>
<td>8/15/22</td>
<td>2</td>
</tr>
</tbody>
</table>

Receipt of all Addenda is hereby acknowledged as well as the Advertisement or Notice to Contractors, Instruction to Bidders, and all other Bidding Documents.
(b) Bidder has examined the site, existing buildings, and locality where the Work is to be performed, the legal requirements (Federal, State and Local laws, ordinances, rules and regulations) applicable to the work and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary to submit an informed, accurate, and reliable bid.

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over other Bidders or over the Owner.

(d) Bidder affirmatively makes all other representations required of the Bidder under the Bidding Documents, including those set forth in Article 2 of the Instructions to Bidders.

4. Bidder hereby agrees to furnish all labor, materials, equipment, and services required to complete the Work, and having visited the site and examined all conditions affecting the Work and having received clarification of all items and doubt, uncertainty, or possible conflict, the undersigned hereby agrees to furnish all labor, materials, supplies, equipment, and other facilities necessary and proper for the completion of the Project as required by and in strict accordance with the Contract Documents for the following price:

**Total Base Bid:**

Town Creek Elementary School Systemic HVAC Renovation

| Two Million Nine Hundred Forty-Eight Thousand | $2,948,000.00 |

**Alternates:**

**ALTERNATE NO. ONE:** Ceiling Tile Only

Add One Hundred Seventy-Five Thousand Dollars [175,000]

**ALTERNATE NO. TWO:** Ceiling Tile and Grid

Add Four Hundred Forty-Four Thousand Dollars [444,000]
Town Creek Elementary School Systemic HVAC Renovation

The Unit Price Schedule indicates estimated quantities for bidding purposes. Unit prices are required on the following items to provide for the addition or deletion of work because actual quantities will vary from the Engineer’s estimated quantities. The actual costs will either increase or decrease based on the actual quantities of repairs.

Unit prices shall include the costs of all supervision, labor, equipment, materials, overhead, profit, applicable taxes, and increases for insurance. These prices are based on work being completed during the period of the contract.

Import from 012200 – Unit Price Schedule

Import from 012300 - Alternates
5. Bidder acknowledges that the Work shall commence no earlier than **May 1, 2023** and shall be Substantially Complete no later than **August 18, 2023**.

Bidder accepts the provisions of the Agreement as Liquidated Damages in the event of failure to complete the Work on time.

6. The Bidder acknowledges that all specified allowances have been included in the Base Bid price previously noted.

7. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security in the amount of five percent (5%) of the Base Bid plus all alternates in the form of **PERFORMANCE BOND**.

   (b) Affidavit, signed and notarized.

   (c) Sex Offender Certification, Signed.

8. Accompanying this Proposal is a duly notarized letter from **THE HANOVER INSURANCE CO.** (Surety Company) agreeing to bond the Contractor in accordance with the Bidding Documents if the Bidder is awarded the Contract, and certifying that the Surety Company is licensed to do business in the state of Maryland.

9. The terms used in this Bid which are defined in the Bidding Documents, including the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the Bidding Documents.

10. The undersigned Bidder affirms that the Company, its officers, directors, or partners, or its employees have not been convicted of bribery, attempted to bribe, or conspiracy to bribe under the laws of any State or the Federal Government.

11. The undersigned Bidder affirms that it does not discriminate with respect to individual political affiliation, religious beliefs, race, creed, national origin, sex, age, sexual orientation, or handicap in employment practices.

12. The undersigned Bidder affirms that this Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid for the same items and/or services and is, in all respects, fair and without collusion or fraud; and that no member of the Board of Education of St. Mary's County Public School, the Administrative or Supervisory Personnel, or other employees of the St. Mary's County Public Schools will benefit from the award of this bid in violation of Maryland law.

13. In submitting this Proposal, it is understood that the right is reserved by the Board of Education, St. Mary's County Public Schools to reject any and all Bids and to accept whichever Bid is deemed to be in their best interest. It is understood that the lowest bid will be determined by the Owner, using the Base Bid amount plus all, some of, or none of the alternates as set forth in Section “Alternates” of the Project Specifications and as selected by the Owner in any combination or order of section selected.

14. The Bidder understands and agrees to the terms and conditions required Maryland's Prevailing Wage Program which unless otherwise provided in the Bidding Documents must be utilized for all work associated with this project.

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IAC Meeting 10/13/2022

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-89-
15. The Bidder affirms that the firm will not knowingly employ an individual to work at a school or school site if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotated Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding $5,000 or both.
Please sign in only one of the appropriate spaces provided below and complete all the information requested.

<table>
<thead>
<tr>
<th>(a) IF A CORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officers Signature:</td>
</tr>
<tr>
<td>Printed Name:</td>
</tr>
<tr>
<td>Name of Corporation:</td>
</tr>
<tr>
<td>State of Incorporation:</td>
</tr>
<tr>
<td>Business Address:</td>
</tr>
<tr>
<td>City, State &amp; Zip Code:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(b) IF AN INDIVIDUAL DOING BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual's Signature:</td>
</tr>
<tr>
<td>Printed Name:</td>
</tr>
<tr>
<td>Name of Business:</td>
</tr>
<tr>
<td>Business Address:</td>
</tr>
<tr>
<td>City, State &amp; Zip Code:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(c) IF A PARTNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner's Signature:</td>
</tr>
<tr>
<td>Printed Name:</td>
</tr>
<tr>
<td>Name of Corporation:</td>
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<td>State of Incorporation:</td>
</tr>
<tr>
<td>Business Address:</td>
</tr>
<tr>
<td>City, State &amp; Zip Code:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
</tbody>
</table>
MARYLAND STATE PROCUREMENT ARTICLE 21, SECTION 3-405:
VENDOR/CONTRACTOR DISQUALIFICATION - BRIbery.

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a Contract with any county or other subdivision of the State. Every business entity upon submitting a bid or otherwise applying for a Contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal government.

PARAMOUNT MECHANICAL affirms that it is in full compliance with the aforementioned Maryland State Procurement Article 21, Section 3-405.

STATEMENT OF NON-COLLUSION

The undersigned affirms that this bid is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a bid for the same items and/or services and is, in all respects, fair and without collusion or fraud; and that no member of the Board of Education, St. Mary's County Public Schools, the Administrative or Supervisory personnel, or other employees of the St. Mary's County Public Schools will benefit from the award of this bid in violation of Maryland law.

Name of Authorized Company Representative: JOHN KRAFT VICE PRESIDENT

Signature of Authorized Company Representative: ________________________________

To be completed by an authorized company representative and a Notary Public:

Dated at 2 PM this 12TH day of AUGUST 2022.

Name of Organization PARAMOUNT MECHANICAL CORP.

By JOHN KRAFT being duly sworn deposed and says that he/she is the VICE PRESIDENT of PARAMOUNT MECHANICAL CORP., and that all the foregoing statements are true and correct.

Subscribed and sworn before me this 12TH day of AUGUST, 2022.

Notary Public: ____________________________

My Commission Expires: 10-31-23
SEX OFFENDER CERTIFICATION

In conjunction with the submission of its bid, and as a condition precedent to the award of a Contract by the St. Mary’s County Board of Education, the undersigned bidder, by and through its authorized undersigned representative, acknowledges the following provisions of the Criminal Procedure Article of the Annotated Code of Maryland relating to the employment of registered sex offenders, and certifies as follows:

Annotated Code Criminal Procedure Article Provisions

§ 11-722. Entry onto school or day care property prohibited.
(c) Employment of registrants at schools prohibited. -- A person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant. (d) Violations; penalty. -- A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding $5,000 or both.

Certification

The undersigned bidder hereby certifies to the St. Mary’s County Board of Education that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded.

Name of Individual/Organization (Bidder): PARAMOUNT MECHANICAL CORP
(Print or type name)

Name of Authorized Representative: JOHN KRAFT
(Print or type name)

Signature of Authorized Representative:

The aforesaid bidder further acknowledges that it will be the responsibility of all contractors to obtain similar certifications from all subcontractors, suppliers and vendors delivering materials, equipment or supplies to school system property, and/or performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Owner determines that a registered sex offender has entered upon school property for a delivery of materials, equipment or supplies and/or for the performance of work or services under the contract, such will be grounds for termination of the contract.
BOARD OF EDUCATION
ST. MARY'S COUNTY BOARD OF EDUCATION

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we Paramount Mechanical Corporation

as Principal, hereinafter called the Principal and, The Hanover Insurance Company

a corporation duly organized under the laws of the State of NH, as Surety, hereinafter called
the Surety, are held and firmly bound unto

St. Mary's County Public Schools
23160 Mockley Street
Leonardtown, Maryland 20650

as Obligee, hereinafter called Obligee, in the sum of Five Percent of the Amount Bid

Dollars ($ 5%/Amount Bid)

for payment of which sum well and truly to be made, the said Principal and said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the Town Creek Elementary School Systemic HVAC
Renovation, Lexington Park, Maryland.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful
performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such Contract or give such bond
or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof
between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null
and void, or otherwise to remain in full force and effect.

This bond shall be governed in all respects, whether as to validity, construction, capacity, performance or
otherwise, by the laws of the State of Maryland, without regard to the principals or conflict of laws and
without regard to any presumption or otherwise requiring construction against the party who drafted it.
The parties hereto irrevocably consent and submit to the jurisdiction of the state courts in and for St. Mary's
County, Maryland, and further agree that such courts shall constitute the exclusive venue for any suit,
action, or judicial proceeding arising out of or relating to this bond or its enforcement.

Signed and sealed this 15th day of August 20, 22.

[Signature]
(Witness)

[Signature]
(Witness)

Paramount Mechanical Corporation
(Principal)

The Hanover Insurance Company
(Surety)

[Signature] [Seal]
(Title)

[Signature] [Seal]
(Title) Mark R. Duggan, Attorney-in-Fact

Town Creek Elementary School Systemic HVAC Renovation
SMCPS-2023-02-DSS-DC
**APPROVAL OF CONTRACTS**

LEA: Washington County  
Project Name: Smithsburg High  
Project Type: Systemic Renovation  
Scope of Work: Roof Replacement  
Basis for Award of Contract: Proposal  
Basis of Funding: 79% of eligible proposal  

<table>
<thead>
<tr>
<th>Local Funds:</th>
<th>$1,429,000</th>
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<tbody>
<tr>
<td>State Funds:</td>
<td>$2,391,000</td>
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<tr>
<td>Total Contract:</td>
<td>$3,820,000</td>
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State Contingency for Change Orders: 0

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<tr>
<th>Transfer State Funds:</th>
<th>Account No.</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>$0</td>
</tr>
<tr>
<td>Increase Contingency Amount:</td>
<td></td>
<td>$0</td>
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<tr>
<td>Decrease Contingency Amount:</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Increase Project Amount:</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

Contract #  
Firstline Contracting, Inc.  
Total Contract: $3,820,000

**Notes:**

1. Replace the 111,632 sf 1994/1996 built-up roof.
2. Prevailing wage rates apply to this contract.
3. All change orders are Local responsibility; change orders are not required to be submitted to the State for review. Final State funding is evaluated at time of project Close-Out.

IAC Approval Date:  

---

IAC Meeting 10/13/2022
WASHINGTON COUNTY PUBLIC SCHOOLS
Hagerstown, Maryland

Roof Replacement
at
Smithsburg High School
66 N Main St.
Smithsburg, MD 21783

FORM OF PROPOSAL – BID 2022-05

Proposal of FIRSTLINE CONTRACTING INC
(Corporation, a partnership, or an individual hereinafter called “Bidder”) organized and doing business and existing under the laws of the state of NEW YORK.

I/We as the Bidder, in compliance with the Invitation to Bid for the selected contract package included herein, have examined the Bidding Documents, and have become familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby propose to furnish all labor, materials, services and equipment necessary to properly complete the Work in accordance with the Contract Documents and Addenda, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal is a part.

All prices include all applicable sales and/or use taxes; include all insurance premiums required and include all premiums for a Performance Bond and a Labor and Material Payment Bond in the sum of one hundred percent (100%) of the Contract price. A five percent (5%) Bid Bond shall be attached to the Proposal. The Bid Bond amount shall be computed on the Lump Sum Total Price inclusive of Alternate Values; shall be submitted with the Washington County Board of Education as the sole obligee, and shall be issued for a minimum period of sixty (60) calendar days from the receipt of Bids.

PREQUALIFICATION
To become prequalified to bid this project, visit our website: http://wcpspurchasing.com/vendors-contractors/becoming-wcps-vendor. The application to participate as a prime bidder in a construction or related project is a two-step process and both steps of the process must be successfully completed in order to submit a bid. Bids received from contractors who have not been pre-qualified by the Purchasing Officer at least seven days prior to the bid opening will be refused or returned unopened to the sender.

COMPLETION TIME – SCHEDULE OF WORK
I/We as the Bidder, agree to begin to perform the Work at the time stated in the “Notice of Award/Notice to Proceed” and to substantially complete the entire work in accordance with the provisions of the Contract.
Roof Replacement at Smithsburg High School

Documents. If this work is not completed within the time period specified, I/we will be liable for Liquidated Damages of $500.00 per calendar day.

BASE BID
Bidders furnish all labor, materials, services, and equipment necessary to properly complete the Work required for the project in strict accordance with the Contract Documents for the following lump sum total:

Lump Sum Total:

THREE MILLION EIGHT HUNDRED TWENTY THOUSAND DOLLARS $ 3,820,000.00
(Amount in words – prevailing wage)
(Amount in numbers – prevailing wage)

UNIT PRICES
Bidders shall furnish all labor, materials, equipment, and services necessary for the unit price incidental to, the preparation of, and the installation of materials to properly complete the work required in strict accordance with the aforesaid documents, specifically Specification section 01 20 00, for the following sum on the basis of unit prices quoted herein.

Work defined as unit prices below is included in the scope of the base bid lump sum at bid quantities defined below. Unit prices offered below will be applicable only to add change orders to the contract. These unit prices are subject to Prevailing Wage Rates in accordance with the State of Maryland Department of Labor, Licensing and Regulation (DLLR). Prices quoted shall be the sum total compensation payable for such items of additional work, if any:

1) Unit Price No. 1 – Repair Cementitious Wood Fiber Deck (100 sf allowance): Includes material and labor to patch/repair existing cementitious wood fiber deck per Section 03 51 10 as deemed necessary by the Owner/Architect. Base Quantity to be provided by contract is 500 s.f.

Per SF: TEN DOLLARS $ 10
(Paying Prevailing Wage) (Amount in Words)
(Amount in Numbers)

2) Unit Price No. 2 – Replace Cementitious Wood Fiber Deck (100 sf allowance): Includes material and labor to replace existing cementitious wood fiber deck per Section 03 51 10 as deemed necessary by the Owner/Architect. Base Quantity to be provided by contract is 500 s.f.

Per SF: TWENTY DOLLARS $ 20
(Paying Prevailing Wage) (Amount in Words)
(Amount in Numbers)

3) Unit Price No. 3 – Repair Gypsum Concrete Roof Deck (100 sf allowance): Includes material and labor to patch/repair existing gypsum concrete roof deck per Section 03 51 00 as deemed necessary by the Owner/Architect. Base Quantity to be provided by contract is 1000 s.f.

Per SF: FOURTEEN DOLLARS $ 14
(Paying Prevailing Wage) (Amount in Words)
(Amount in Numbers)
4) **Unit Price No. 4** – Replace Gypsum Concrete Roof Deck (100 sf allowance): Includes material and labor to replace existing gypsum concrete roof deck per Section 03 51 00 as deemed necessary by the Owner/Architect. Base Quantity to be provided by contract is 1000 s.f.

   Per SF: **Seventeen** DOLLARS $17.00  
   (Paying Prevailing Wage) (Amount in Words) (Amount in Numbers)

5) **Unit Price No. 5** – Metal Deck (500 sf allowance): Includes material and labor to patch and repair or replace existing metal deck per Section 05 31 00 as deemed necessary by the Owner/Architect. Base Quantity to be provided by contract is 1,000 s.f.

   Per SF: **Twelve** DOLLARS $12.00  
   (Paying Prevailing Wage) (Amount in Words) (Amount in Numbers)

6) **Unit Price No. 6** – Blocking (200 lf allowance): Includes material and labor and all other costs for 2x8 blocking due to deterioration or damage or additional blocking would be required not specifically called for on the Drawings and Specifications. Base Bid Quantity to be provided by contract is 2,000 l.f.

   Per LF: **Six and Fifty Cents** DOLLARS $6.50  
   (Paying Prevailing Wage) (Amount in Words) (Amount in Numbers)

7) **Unit Price No. 7** – Additional Roof/Overflow Drain: Includes material and labor and all other costs for roof drain with strainer and all connections to existing storm drain system.

   Per EA: **Two Thousand Five Hundred** DOLLARS $2,500.00  
   (Paying Prevailing Wage) (Amount in Words) (Amount in Numbers)

8) **Unit Price No. 8** – Repointing Masonry (50 sf allowance): Includes material and labor and all other costs to repoint masonry in wall areas above the roof line in excess of the base contract amount of 20 percent of the wall area.

   Per SF: **Thirteen** DOLLARS $13.00  
   (Paying Prevailing Wage) (Amount in Words) (Amount in Numbers)

**ADDENDA**

The following Addenda have been received and reviewed and all Work therein is incorporated in the Bid Form of Proposal:

*If none please write “NONE”*:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5/27/22</td>
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<tr>
<td>2</td>
<td>6/15/22</td>
</tr>
</tbody>
</table>

Bid 2022-05
Roof Replacement at Smithsburg High School

ATTACHMENTS
The following items are mandatory and are to be included with the Bid Form of Proposal and shall be completed by the Bidder:

1. WCPS Bid/Proposal Affidavit
2. Bid Security – See Section 00.43.13 – AIA Document A310 -2010 Bid Bond
3. MBE Attachment A – See Section 00.43.39 – Minority Business Enterprise Procedures
4. MBE Attachment B – See Section 00.43.39 – Minority Business Enterprise Procedures

REPRESENTATIONS
I/We as the Bidder, have reviewed the complete AIA Document A701 – 1997 “Instructions to Bidders,” as modified by the Washington County Board of Education, and agree with the terms and conditions specified therein and submit this Bid Proposal in accordance.

The Owner reserves the right to reject any or all Bids. The Owner shall have the right to waive informalities and irregularities in the bids and in the bidding process to accept the Bid which, in the Owner’s judgment, is in the Owner’s best interests. A Bid not accompanied by a required bid security, or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular, is subject to rejection.

No Bidder shall withdraw, modify, or cancel his bid, or any part thereof, for a minimum of sixty (60) calendar days after the receipt of bids. The undersigned shall complete the total Work within the timeframe previously stated once the Owner indicates acceptance of this Bid Proposal by way of a written “Notice of Award” or “Letter of Intent” within this minimum sixty (60) day time period, or any time thereafter before the Bid is withdrawn.

I/We certify that this Bid is made without previous understanding, agreement, or connection with any person, firm or corporation submitting a bid for the same items and/or services and is, in all respects fair and without collusion or fraud; that none of this company’s officers, directors or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Washington County, administrative or supervisory personnel or other employees of Washington County Public Schools have any interest in the bidding company except as follows: (complete if applicable)

By __________________________
(Company)

_________________________________________________________
(Signature)

Date: 6/20/22

______________________________
(Printed Name)

______________________________
(President)

Title

Bid 2022-05
Roof Replacement at Smithsburg High School

44 S 1ST STREET BY 11040 718.721.0080
(Business Address) (Phone)

office@firstlinegc.com
(e-mail address)

(SEAL) If bid is by Corporation
I/we the bidder represent, and agree that it is a precedent to acceptance of this bid, that the bidder has not
been a party to any agreement to bid of fixed or uniform price.

PRESIDENT
(Signature of Office & Title) (SEAL)

SUBSCRIBED AND SWORN to before me, a Notary Public in the State of NEW YORK,
County of QUEENS City of FLUSHING this
20th day of JUNE, 2022.

Commission Expires: APRIL 29TH, 2025

NOTICE: The Washington County Board of Education reserves the right to award any, all, or none due to
budgetary constraints.

END OF FORM OF PROPOSAL 00 20 00
MANDATORY BID/PROPOSAL AFFIDAVIT

COMAR 21.05.08.07

Bidder shall complete and submit this bid/proposal affidavit to the Supervisor of Purchasing, Washington County Public Schools with the bid or offer.

A. AUTHORITY

I HEREBY AFFIRM THAT:

I (print name) _______ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s or commercial customer’s employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1 Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308 (a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:
WASHINGTON COUNTY PUBLIC SCHOOLS
10435 Downsville Pike, Hagerstown, Maryland 21740

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

______________________________
______________________________

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:
(1) Been convicted under state or federal statute of:

   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public
       or private contract; or

   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or
       receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the
    Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud
    Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a
    public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the
    State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of
    the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for
    conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in
    connection with the submission of bids or proposals for a public or private contract; or

(8) Been found in a final adjudicated decision to have violated the Commercial
    Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the
    Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other
    proceedings, acts or omissions that would constitute grounds for conviction or liability under any
    law or statute described in §§B and C and subsections D (1)- (8) above, except as follows
    (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or
    imposition of probation before judgment with the date, court, official or administrative body, the
    sentence or disposition, the name(s) of the person(s) involved and their current positions and
    responsibilities with the business, and the status of any debarment):


E. AFFIRMATION REGARDING DEBARMENT
I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.
H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the
obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 6/30/22

By:

MIKE MOURCOWAS
(Print name of Authorized Representative and Affiant)

Signature of Authorized Representative and Affiant

FIRSTLINE CONTRACTING INC
(Company name)
H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the
obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \[6/20/22\]

By:

[Signature]

(Print name of Authorized Representative and Affiant)

[Signature]

(Signature of Authorized Representative and Affiant)

[Signature]

(Company name)
Item 1C. Project Closeouts

Motion:
To approve the final State project costs as presented and to remove the projects from the active project detailed financial report.

Background Information:
The projects identified in the attached report are complete and reimbursed. IAC staff recommends that the IAC approve the final State allocation, contract, and expenditure amounts as presented. This action by the IAC allows the projects to be removed from the active project detailed financial reports.
# Anne Arundel County

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>CIP YEAR(S)</th>
<th>IAC DATE</th>
<th>ALLOCATION</th>
<th>CONTINGENCY</th>
<th>CONTRACTED/% CONTRACTED</th>
<th>EXPENDITURES/% EXPENDED</th>
<th>UNCONTRACTED ALLOCATION</th>
<th>UNEXPENDED CONTRACT</th>
<th>DATE OF LAST CONTRACT ACTION</th>
<th># OF MONTHS SINCE DATE OF LAST EXPENDiture</th>
<th>PROJECT STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annapolis Middle - SR-HVAC/Windows/Ceiling/Lighting</td>
<td>2020</td>
<td>07/2019</td>
<td>$9,500,000</td>
<td>$0</td>
<td>$9,500,000 100%</td>
<td>$9,500,000 100%</td>
<td>$-</td>
<td>$-</td>
<td>06/2019</td>
<td>03/2020</td>
<td>30</td>
</tr>
<tr>
<td>Glen Burnie Park Elementary - C-Addition-Renovation</td>
<td>2019 LP</td>
<td>07/2018</td>
<td>$3,139,000</td>
<td>$0</td>
<td>$3,139,000 100%</td>
<td>$3,139,000 100%</td>
<td>$-</td>
<td>$-</td>
<td>11/2018</td>
<td>02/2020</td>
<td>31</td>
</tr>
<tr>
<td>Lindale Middle - SR-Electrical</td>
<td>2020</td>
<td>07/2019</td>
<td>$200,000</td>
<td>$0</td>
<td>$200,000 100%</td>
<td>$200,000 100%</td>
<td>$-</td>
<td>$-</td>
<td>05/2020</td>
<td>05/2021</td>
<td>16</td>
</tr>
<tr>
<td>Linthicum Elementary - C-K-PK Addition</td>
<td>2020 LP</td>
<td>07/2019</td>
<td>$1,595,870</td>
<td>$0</td>
<td>$1,595,870 100%</td>
<td>$1,595,870 100%</td>
<td>$-</td>
<td>$-</td>
<td>03/2020</td>
<td>03/2021</td>
<td>18</td>
</tr>
</tbody>
</table>

**4 Active Projects**

| Anne Arundel County Total | $14,434,870 | $14,434,870 | $14,434,870 | $0 | $0 | 4 Projects ready to Close |

**Project Status:**
- LP Approved
- Project Allocated
- Project contracted
- Project Expended
- Project %Contracted and %Expended =100%, Months since last expenditure is greater than 12. Submission of Form 306.6 is due.
## Project Status:
- **LP Approved**
- **Project Allocated**
- **Project contracted**
- **Project Expended**
- **Project %Contracted and %Expended =100%, Months since last expenditure is greater than 12. Submission of Form 306.6 is due.**
<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>PSC - #PID</th>
<th>CIP YEAR(S)</th>
<th>IAC DATE</th>
<th>ALLOCATION</th>
<th>CONTINGENCY</th>
<th>CONTRACTED/ % CONTRACTED</th>
<th>EXPENDITURES/ % EXPENDED</th>
<th>UNCONTRACTED ALLOCATION</th>
<th>UNEXPENDED CONTRACT</th>
<th>DATE OF LAST CONTRACT ACTION</th>
<th># OF MONTHS SINCE DATE OF LAST EXPENDITURE</th>
<th>PROJECT STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vienna Elementary - SR-Roof</td>
<td>09.005.2020/2021 - #10,085</td>
<td>2020, 2021</td>
<td>07/2019</td>
<td>$702,240</td>
<td>$0</td>
<td>$702,240</td>
<td>100%</td>
<td>$702,240</td>
<td>100%</td>
<td>$-</td>
<td>$-</td>
<td>08/2020</td>
</tr>
</tbody>
</table>

1 Active Projects

Dorchester County Total

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>PSC - #PID</th>
<th>CIP YEAR(S)</th>
<th>IAC DATE</th>
<th>ALLOCATION</th>
<th>CONTINGENCY</th>
<th>CONTRACTED/ % CONTRACTED</th>
<th>EXPENDITURES/ % EXPENDED</th>
<th>UNCONTRACTED ALLOCATION</th>
<th>UNEXPENDED CONTRACT</th>
<th>DATE OF LAST CONTRACT ACTION</th>
<th># OF MONTHS SINCE DATE OF LAST EXPENDITURE</th>
<th>PROJECT STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dorchester County</td>
<td></td>
<td></td>
<td></td>
<td>$702,240</td>
<td>$0</td>
<td>$702,240</td>
<td>100%</td>
<td>$702,240</td>
<td>100%</td>
<td>$-</td>
<td>$-</td>
<td>08/2020</td>
</tr>
</tbody>
</table>

Project Status:

- LP Approved
- Project Allocated
- Project contracted
- Project Expended
- Project %Contracted and %Expended = 100%, Months since last expenditure is greater than 12. Submission of Form 306.6 is due.
<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>CIP YEAR(S)</th>
<th>ALLOCATION</th>
<th>CONTINGENCY</th>
<th>CONTRACTED/ % CONTRACTED</th>
<th>EXPENDITURES/ % EXPENDED</th>
<th>UNEXPENDED ALLOCATION</th>
<th>DATE OF LAST CONTRACT ACTION</th>
<th># OF MONTHS SINCE DATE OF LAST EXPENDITURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Havre de Grace Middle/High - C-Replacement</td>
<td>2015 LP 2018, 2019 01/1900</td>
<td>$19,723,218</td>
<td>$0</td>
<td>$19,723,218 100%</td>
<td>$19,723,218 100%</td>
<td>$-</td>
<td>$- 08/2018</td>
<td>39</td>
</tr>
</tbody>
</table>

Harford County Total: $19,723,218

1 Active Projects 1 Projects ready to Close

Project Status:
- LP Approved
- Project Allocated
- Project contracted
- Project Expended
- Project %Contracted and %Expended =100%, Months since last expenditure is greater than 12. Submission of Form 306.6 is due.
### Howard County

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>CIP YEAR(S)</th>
<th>CONSTRUCTION ALLOCATION</th>
<th>CONSTRUCTION CONTINGENCY</th>
<th>CONSTRUCTION CONTRACTED</th>
<th>CONSTRUCTION EXPENDED</th>
<th>DATE OF LAST CONTRACT ACTION</th>
<th># OF MONTHS SINCE DATE OF LAST EXPENDITURE</th>
<th>PROJECT STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pointers Run Elementary - SR-HVAC/Ceiling/Above Interior Systems</td>
<td>2018 07/2017</td>
<td>$4,310,000</td>
<td>$0</td>
<td>$4,310,000</td>
<td>100%</td>
<td>$4,310,000</td>
<td>100%</td>
<td>06/2019 09/2020 24</td>
</tr>
</tbody>
</table>

| Howard County Total | | | | | | | | 1 Projects ready to Close |

---

### Project Status:
- LP Approved
- Project Allocated
- Project contracted
- Project Expended
- Project %Contracted and %Expended = 100%, Months since last expenditure is greater than 12. Submission of Form 306.6 is due.
#217 Belmont Elementary - SR-Vertical Packaged Classroom Air Conditioning Units  
30.214.2014ACI/2016 - #10,161  

IAC received Form 306.6 Closeout summary on 08/05/22, pending staff action.

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>CIP YEAR(S)</th>
<th>ALLOCATION</th>
<th>CONTINGENCY</th>
<th>CONTRACTED/ % CONTRACTED</th>
<th>EXPENDITURES/ % EXPENDED</th>
<th>UNCONTRACTED ALLOCATION</th>
<th>UNEXPENDED CONTRACT</th>
<th>DATE OF LAST CONTRACT ACTION</th>
<th># OF MONTHS SINCE DATE OF LAST EXPENDITURE</th>
<th>PROJECT STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>#217 Belmont Elementary - SR-Vertical Packaged Classroom Air Conditioning Units</td>
<td>2020</td>
<td>$1,116,000</td>
<td>$0</td>
<td>$1,116,000</td>
<td>100%</td>
<td>$1,116,000</td>
<td>100%</td>
<td>$-</td>
<td>$-</td>
<td>02/2020</td>
</tr>
</tbody>
</table>

## Project Status:
- LP Approved
- Project Allocated
- Project contracted
- Project Expended
- Project %Contracted and %Expended =100%, Months since last expenditure is greater than 12. Submission of Form 306.6 is due.
## SUMMARY OF STATEWIDE TOTALS

<table>
<thead>
<tr>
<th>Active Projects</th>
<th>Status</th>
<th>Allocation</th>
<th>Contingency</th>
<th>Contracted/% Contracted</th>
<th>Expenditures/% Expended</th>
<th>Uncontracted Allocation</th>
<th>Unexpended Allocation</th>
<th>Date of Last Contract Action</th>
<th># of Months since Date of Last Expenditure</th>
<th>Project Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td></td>
<td>$51,555,290</td>
<td>$0</td>
<td>$51,555,290</td>
<td>$51,555,290</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td></td>
<td>9 Projects Ready to Close</td>
</tr>
</tbody>
</table>

This report includes by project the State portion of the allocation, contract and expenditures. The data is extracted from the Capital Financial Accounting System (CFAS). Please report any discrepancies to: iac.pscp@maryland.gov

---

**Project Status:**
- LP Approved
- Project Allocated
- Project contracted
- Project Expended
- Project %Contracted and %Expended =100%, Months since last expenditure is greater than 12. Submission of Form 306.6 is due.
**Item 1D. Approval of Montgomery County Public Schools Easements**

**Motion:**
To approve the conveyance by the Montgomery County Board of Education of the easements as noted below.

**Background Information:**
The table below lists easements granting the holder access and use of the designated acreage.

<table>
<thead>
<tr>
<th>LEA</th>
<th>PSC Number</th>
<th>School</th>
<th>Type of Easement</th>
<th>Total Site Acreage</th>
<th>Easement Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Montgomery</td>
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<td>Charles W. Woodward High</td>
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<td>0.06</td>
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<td>Montgomery</td>
<td>15.125</td>
<td>Charles W. Woodward High</td>
<td>Road Right-of-Way (State Highway Administration)</td>
<td>28.06</td>
<td>0.03</td>
</tr>
</tbody>
</table>
Item 1E. Charles County Public Schools Request to Rescind Local Planning Approval for Three Projects

Motion:
To approve the rescission of Charles County Public School’s (CCPS) FY 2019 Local Planning (LP) approval for the Maurice J. McDonough High School Renovation and Addition project (PSC#08.009.19 LP), FY 2019 LP approval for the Malcolm Elementary School PreK & K Addition/Renovation project (PSC#08.024.19 LP), and the J.P. Ryon Elementary School PreK & K Addition Project (PSC#08.038.19 LP).

Background Information:
The Maurice J. McDonough High School Renovation and Addition, Malcolm Elementary School PreK & K Addition/Renovation, and J.P. Ryon Elementary School PreK & K Addition projects were all granted LP approval in the FY 2019 Capital Improvement Program (CIP). However, the State construction allocation for these projects has been fully funded through the Built to Learn program (BTL) and therefore neither LP approval nor CIP funding are needed. IAC approval of BTL funding occurred on July 8, 2021 and construction of these projects is ongoing.
Good afternoon. Please accept this email as Charles County Public Schools' request to rescind the Planning Approvals for the Maurice J. McDonough High School Performing Arts Addition and Safety, Security and Circulation Enhancement project, the Full-Day Kindergarten Addition at Malcolm Elementary School and the Full-Day Kindergarten Addition at J.P. Ryon Elementary School. All three of these projects are funded through the Built to Learn (BTL) funding administered by the Maryland Stadium Authority and in a MOU between MSA, Charles County Government and Charles County Public Schools. Since these three projects are funded by BTL, the Planning Approval and place holder for future funding is no longer necessary. Please feel free to reach out to me with any questions.

Thank you
Steve Andritz
Director of Planning and Construction
Item 1F. Prince George's County Public School's Revision to Charles Flowers H. High School Project FY 2023 CIP Allocation

**Motion:**
To approve revisions to one previously approved motion to accurately reflect the correct reversion of $7,000,000 to the LEA's reserved prior year appropriations account for the Charles H. Flowers High School HVAC Project.

**Background Information:**
April 14, 2022 - Amendment of Prince George's County Public School's FY 2021 and FY 2023 Capital Improvement Program.
- Prince George's County
- Charles H. Flowers High School
- PSC# 16.174.21 SR
- Project Type: HVAC
- Correct the transfer to the LEA's reserved prior year appropriations account from $4,819,000 to $7,000,000.
Item 1G. Approval of Revisions to Previously Approved Contracts

**Motion:**
To approve revisions to a previously approved contract award to accurately reflect the correct allocation amounts for the Career and Technology Center renovation/addition contract.

**Background Information:**
September 10, 2020 - Approval of Contracts
Carroll County
Career and Technology Center
PSC#06.032.14/21 LPC
Type: Construction - Renovation/Addition
Correct allocation amounts to $30,000,000 from $19,500,000 as a result of additional funding allocations of $346,331 and $10,153,669 made in the FY17/23 CIPs, respectively.
Item 1H. Built to Learn Act Project Status Report

Motion:
This item is informational and does not require IAC action.

Background Information:
Please see the details regarding BTL allocations, report key, attached report dated as of September 29, 2022 - *Built to Learn Act Project Status Report.*

**BTL Project Status Report Key**

This report displays the current status of BTL projects that have been approved by the IAC.

The Delivery column indicates the type of project delivery method:

- **O/B:** Owner / Builder. The LEA acts as the prime at-risk construction manager (general contractor) and directly contracts with the trade contractors. The LEA may engage a not-at-risk construction manager to act as its agent to assist with the management of the project.
- **CMAR:** Construction Management At-Risk. The LEA engages an at-risk construction manager that will become the prime general contractor before the schematic design phase begins to gain the value-added benefits of ensuring design/construction viability and design cost effectiveness and for a turn-key project delivery within a guaranteed maximum price (GMP).
- **DBB:** Design-Bid-Build. The LEA utilizes the “traditional” sealed bid delivery method where the successful at-risk prime general contractor delivers the project turn-key for a fixed price based upon fully complete project documents.

The percentage within each box indicates the level of progress of that phase and the color indicates the degree to which the activities in that phase are/were on schedule based upon the LEA’s initially submitted project schedule (generally from the schematic-design submission).

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>%</td>
<td>Phase completed or on track to be completed ahead of scheduled date.</td>
</tr>
<tr>
<td>%</td>
<td>Phase completed or on track to be completed within 2 months of scheduled date.</td>
</tr>
<tr>
<td>%</td>
<td>Phase completed or on track to be completed between 2 - 4 months of scheduled date.</td>
</tr>
<tr>
<td>%</td>
<td>Phase completed or on track to be completed more than 4 months after scheduled date.</td>
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## Built to Learn Act Project Status Report

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<tr>
<th>LEA</th>
<th>Project</th>
<th>Delivery</th>
<th>Design</th>
<th>Constr</th>
<th>Punchlist</th>
<th>Notes</th>
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<tr>
<td>Anne Arundel</td>
<td>Hillsmere ES Replacement</td>
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<td>100%</td>
<td>57%</td>
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<tr>
<td>Anne Arundel</td>
<td>Old Mill West HS New</td>
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<td>48%</td>
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<td>Anne Arundel</td>
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<td>Anne Arundel</td>
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<td>Bedford ES Replacement</td>
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<td>100%</td>
<td>1%</td>
<td>0%</td>
<td>Projects were requested since FY19 but didn't receive State funding so design was delayed until funding secured.</td>
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<tr>
<td>Balt County</td>
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<tr>
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<td>0%</td>
<td>0%</td>
<td>Bidding expected in October</td>
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<td>Carroll</td>
<td>Westminster East MS Replacement</td>
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<td>100%</td>
<td>33%</td>
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<tr>
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<td>J. P. Ryon ES PreK &amp; K Addition</td>
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<td>100%</td>
<td>15%</td>
<td>0%</td>
<td>LEA delayed project for MSA MOU.</td>
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<td>Charles</td>
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<td>100%</td>
<td>44%</td>
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<td>After initial bid, project went through a redesign.</td>
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<td>CMAR</td>
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Reported as of 09/29/2022
Item 11.  Informational Facility Status Changes

Motion:
This item is informational and does not require IAC action.

Background Information:

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<td>12.003</td>
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<td>Harford</td>
<td>12.025</td>
<td>John Archer Special Education</td>
<td>Changing name to Harford Academy at Campus Hills</td>
<td>06/18/2022</td>
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Item 2. Approval of Lease Agreement between the Maryland Stadium Authority and the IAC

Motion:
To authorize the Chair to execute the lease agreement for office space at 351 West Camden Street, Baltimore, Maryland 21201 between the Maryland Stadium Authority (MSA) and the IAC, pending non-substantive edits by MSA and IAC staff.

Background Information:
In 2021, IAC staff recognized that it may be beneficial to begin considering different office space locations because:

- The IAC is currently located in the Maryland State Department of Education (MSDE) building, which is scheduled for a complete renovation in the next few years that will require temporary relocation of all staff; and
- The MSDE is working to fill a number of vacancies and reorganizing staff offices to an extent that the space currently occupied by IAC staff is needed.

The IAC reached out to the Department of General Services early in 2022 to explore opportunities for relocating. Available space at the Maryland Stadium Authority warehouse at Camden Yards was identified. Benefits of the space include:

- More opportunities for synergy with the Maryland Stadium Authority, which coadministers the $2.2 billion Built to Learn Program and is also required by the 21st Century School Facilities Act of 2018 to work with the IAC to develop best practices around school construction;
- Basic rent includes water, electricity, janitorial services, restroom facilities and supplies, building operation and maintenance, real estate taxes, and security for the building;
- The appropriate available space is a private suite consisting of 7,905 square feet which is aligned with the IAC’s space needs;
- More efficient and effective office space layout;
- Included and abundant parking; and
- Room for future growth.

Lease Terms
Term: Initial 10-year term, commencing April 1, 2023 and ending March 31, 2033, with two 10-year renewal options at the discretion of IAC.

Basic Rent: For the initial term, the first year’s rent is $25 per square foot per year, equalling $197,625.00 per year or $16,468.75 per month. The rent increases 3% per year. The rent resets at the beginning of each renewal term, if any, to the then-current market rate for the warehouse and increases 3% per year thereafter.

Square Feet: 7,905 square feet located on the 7th Floor of the South Warehouse at Camden Yards, which address is 351 West Camden Street, Baltimore, Maryland 21201.

Parking: 42 passes, with 20 spots guaranteed at any given time, in Lots B or C at no cost. 2 of these spaces are reserved for 24/7/365 use. The rest must be vacated to accommodate home baseball and football games.
MARYLAND FULL-SERVICE OFFICE LEASE
CAMDEN YARDS NORTH WAREHOUSE

by and between

MARYLAND STADIUM AUTHORITY
Landlord

and

THE INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION
Tenant

______________________, 2022
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7.2 SECURITY

7.3 TENANT DUTY

7.4 ACCESS CARDS

ARTICLE VIII. TAXES

8.1 PERSONAL PROPERTY TAXES

8.2 REAL ESTATE TAXES

8.3 CHANGES IN METHOD OF TAXATION

8.4 CONTEST OF TAXES

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9.1 LANDLORD’S LEASE WITH BALTIMORE ORIOLES LIMITED PARTNERSHIP

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10.1 PERMITTED USE

10.2 CARE OF LEASED PREMISES

10.3 COMPLIANCE WITH LAWS

10.4 RULES AND REGULATIONS

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ARTICLE XII. LEED REQUIREMENTS

12.1 LEED REQUIREMENTS

ARTICLE XIII. COMMON AREA

13.1 DEFINED

13.2 USE OF COMMON AREA

13.3 ALTERATIONS TO COMMON AREA

13.4 MAINTENANCE

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14.2 OWNERSHIP OF IMPROVEMENTS

14. TENANT’S RIGHT TO CERTAIN ITEMS

ARTICLE XV. INSURANCE

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15.2 TORT CLAIMS / PROPERTY DAMAGE
15.3 PROPERTY DAMAGE
15.4 DAMAGE TO TENANT’S PERSONAL PROPERTY
15.5 RESOLUTION OF DISPUTES

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16.2 TERMINATION OF LEASE
16.3 DEMOLITION OF THE BUILDING
16.4 REINSTATEMENT OF LEASE
16.5 INSURANCE PROCEEDS

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17.2 RIGHTS TO AWARD

ARTICLE XVIII. BANKRUPTCY

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19.2 REMEDIES
19.3 DAMAGES
19.4 NO WAIVER
19.5 REMEDIES NOT EXCLUSIVE
19.6 PERSISTENT FAILURE TO PAY RENT
19.7 LANDLORD’S DEFAULT
19.8 RESOLUTION OF DISPUTES

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21.1 LANDLORD’S OBLIGATIONS

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22.1 GENERALLY PROHIBITED WITHOUT LANDLORD’S CONSENT
22.2 PROCEDURE FOR OBTAINING LANDLORD’S CONSENT
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MARYLAND STADIUM AUTHORITY
FULL-SERVICE OFFICE LEASE
CAMDEN YARDS NORTH WAREHOUSE

THIS LEASE (this “Lease”) is made and entered into as of the ___ day of ______, 2022 by and between the MARYLAND STADIUM AUTHORITY, a body politic and corporate and an instrumentality of the State of Maryland (the “Authority” or “Landlord”), and the INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION, an independent commission within the State Department of Education (“Tenant”).

ARTICLE I. GRANT AND DESCRIPTION OF LEASED PREMISES

1.1 GRANT

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord the property described in Section 1.2 below, and more particularly set forth in Schedule “A” attached hereto and made a part hereof (the “Leased Premises”) for the permitted purpose set forth in the section 10.1 herein, together with the non-exclusive easement for the use of Common Area (as defined in Section 13.1) and the pedestrian walkways providing access to the Building.

1.2 DESCRIPTION OF LEASED PREMISES

Camden Yards. “Camden Yards” means the area comprising approximately 85 acres in Baltimore City bounded by Camden Street on the north, Russell Street on the west, Ostend Street on the south, and Howard Street and Interstate 395 on the east. The principal improvements at Camden Yards consist of the Warehouse at Camden Yards (the “Warehouse”), Oriole Park at Camden Yards (the “Ballpark”), Camden Station, and M & T Bank Stadium (the “Stadium”).

Building. The “Building” consists of the southern portion of the Warehouse and has an address of 351 West Camden Street, Baltimore, Maryland 21201 (the “South Warehouse”).

Leased Premises. The Landlord and Tenant acknowledge and agree that the “Leased Premises” or the “Premises” consists of a portion of the 7th floor of the Building and contains seven thousand nine hundred and five (7,905) square feet of usable space as shown on the attached Schedule A (the “Rental Area”).

1.3 PUBLIC RIGHT OF WAY

Tenant acknowledges that portions of the walkways surrounding the Building constitute (i) public rights-of-way, and (ii) part of the pedestrian access and circulation system for Camden Yards, and that such walkways shall be used by members of the public entering and leaving Camden Yards.
ARTICLE II. LEASE TERM, SURRENDER AND HOLDING OVER

2.1 LEASE TERM and EARLY ENTRY

(a) The initial term of the Lease shall be for ten (10) years (the “Lease Term” or “Term”), commencing at 12:00 midnight on April 1, 2023 (the “Commencement Date”) and expiring at 11:59 p.m. on March 31, 2033 (the “Termination Date”), unless sooner expired or terminated in accordance with this Lease or by operation of law.

(b) Early Entry. With written advance notice to the Landlord of the dates and times, Tenant may enter the Leased Premises beginning December 1, 2022 for the purpose of preparing the Leased Premises for occupancy. Tenant shall comply with the Rules and Regulations on Schedule B attached hereto with respect to those activities to which they apply for early entry, including but not limited to paragraph 9 requiring use of the freight elevator.

(c) Cubicles. The Landlord consents to the Tenant taking possession to some or all of the cubicles remaining on the 8th floor of the South Warehouse. Tenant shall be solely responsible for moving and to the extent necessary, assembling or reassembling those cubicles it wants for the Leased Premises.

2.2 RENEWALS

(a) Grant of Option to Renew. Provided Tenant is in possession of the Premises and an Event of Default does not exist under this Lease, Tenant shall have two consecutive options to renew and extend the Least Term for two ten (10) year periods (the “Renewal Terms”). During the Renewal Terms, the same terms, covenants, and conditions of this Lease shall continue to apply except that the Basic Rent shall be adjusted effective as of the first day of a Renewal Term as set forth in Section 3.1(a).

(b) Exercise of the Option. In order to exercise the option for the Renewal Terms granted herein, Tenant shall so notify Landlord, in writing, at least one hundred twenty (120) days prior to the expiration of the Initial Term or the first Renewal Term, as applicable, and if no such notice of exercise of the option is received, the applicable option shall be deemed waived. The option for the Renewal Terms shall be void if, at the time of exercise of such option, Tenant is not in possession of the Premises, and Event of Default exists under this Lease, or Tenant fails to deliver the requisite notice thereof on or before the date specified above. This option granted herein shall not be severed from this Lease or separately sold, assigned, or transferred.

(c) Period of the Renewal Term. If Tenants exercises the option for the Renewal Terms in accordance with the terms of this Section 2.2, (i) the Termination Date of this Lease shall be extended, for the first Renewal Term, to the tenth (10th) anniversary of the Termination Date established in accordance with Section 2.1 of this Lease or, for the second Renewal Term, the twentieth (20th) anniversary of the Termination Date established in accordance with Section 2.1 of this Lease, and (ii) the Renewal Term shall commence immediately upon the expiration of the Initial Term or first Renewal Term, as applicable, and shall expire at 11:59 p.m. on the extended Termination Date.

2.3 EXTENSIONS

Landlord and Tenant may elect to extend this Agreement upon such terms and conditions as
may be agreed upon in writing and signed by the parties at the time of any such extension (a “Lease Extension”).

2.4 SURRENDER

Tenant shall, on or before the Termination Date, at its sole cost and expense, (i) promptly surrender to the Landlord possession of the Leased Premises in good order and repair (ordinary wear and tear excepted) and broom clean with all surfaces wiped clean; (ii) remove from the Leased Premises Tenant’s goods and effects and any Personal Property (as defined in Section 14.2), and (iii) repair any and all damage to the Leased Premises caused by such removal. Without limiting the generality of the Landlord’s rights with respect to this Lease, the obligations of the Tenant under this Section 2.4 shall survive the expiration or termination of this Lease or of the Lease Term.

2.5 HOLDING OVER

Subject to any Lease Extension, Tenant agrees to vacate the Leased Premises at the end of the Lease Term, and Landlord shall be entitled to the benefit of all summary proceedings to recover possession of the Leased Premises at the end of the Lease Term. If Tenant remains in possession of the Leased Premises after the expiration of the Lease Term, such action shall not renew this Lease by operation of law, and nothing herein shall be deemed as a consent by Landlord to Tenant remaining in the Leased Premises. If Tenant fails to vacate the Leased Premises as required, Landlord may consider Tenant as either (a) a "Tenant-at-Will" (i.e. month-to-month tenant) liable for the payment of rent at the then market rate for the Warehouse at Camden Yards as determined by Landlord or (b) as a "Tenant-Holding Over" liable for an amount equal to the actual damages incurred by Landlord as a result of Tenant's holding over but in no event shall such amount be less than an amount equal to either (i) one and one-fourth (1¼) times the Annual Basic Rent, and Additional Rent, reserved hereunder applicable to the period of the holdover, or (ii) one and one-half (1½) times the Annual Basic Rent, and Additional Rent, if the Landlord has another tenant who wishes to lease all or a portion of the Leased Premises. In either event, all other covenants of this Lease shall remain in full force and effect.

ARTICLE III. RENT AND SECURITY DEPOSIT

3.1 ANNUAL BASIC RENT CALCULATION

(a) There shall be a fixed rent reserved annually for the Lease Term. Tenant hereby covenants and agrees to pay fixed rent equal to the product of the Rental Area (7,905 square feet) multiplied by the rate per square foot (“Basic Rent”). Basic Rent shall increase three percent (3%) each Term year of the Lease. The Basic Rent for the first year of each renewal term, if any, shall be the then current market rate for the warehouse and shall increase three percent (3%) each year thereafter.

<table>
<thead>
<tr>
<th>TERM YEAR</th>
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<td>$25.00</td>
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<td>April 1, 2025, thru March 31, 2026</td>
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</tr>
<tr>
<td>April 1, 2028, thru March 31, 2029</td>
<td>$28.98</td>
</tr>
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</table>
3.2 PAYMENT OF BASIC RENT

(a) During the Lease Term, Tenant shall pay Landlord the Basic Rent as set forth in Section 3.1. Basic Rent shall be due and payable in equal monthly installments in advance on or before the first day of each month without set off or demand. The first payment of Basic Rent shall be due and payable on or before the Commencement Date.

(b) Basic Rent shall include services and utilities as set forth in Article 5 herein, and real estate taxes as set forth in Section 8.2, and parking as described in Section 4.1.

(c) Basic Rent, Additional Rent (defined in section 3.3 below), and any other amounts due or which may become due under this Lease shall be paid in accordance with the State Comptroller’s accounting procedures, as may be amended from time to time, for payments, credits, and adjustments between Financial Agencies; or as otherwise agreed to by and between Landlord and Tenant in accordance with State law, and as applicable to State agencies or units.

3.3 ADDITIONAL RENT

Any expense or payments in addition to the Basic Rent due or to be made by Tenant under this Lease shall be and shall be deemed rent reserved hereunder and shall be referred to as additional rent (“Additional Rent”). Basic Rent and Additional Rent being referred to collectively as “Rent” whether or not specifically referred to as Additional Rent or Basic Rent. Unless a date for payment is otherwise specified herein, all Additional Rent shall be due and payable within thirty (30) days of receipt of an invoice from Landlord. Additional Rent shall be payable without set off or demand.

3.4 PARTIAL PAYMENT

Any payment of Rent which is less than the amount of Rent then due shall constitute a payment made on account, the parties hereby agreeing that the Landlord’s acceptance of such payment (whether or not with, or accompanied by, an endorsement or statement that such lesser amount of the Landlord’s acceptance thereof constitutes payment in full of the amount of Rent then due) shall not alter or impair Landlord’s rights to be paid all of such amount then due.

3.5 PAYMENT ADDRESS

All Rent shall be payable to the Landlord, or as otherwise directed from time to time by Landlord and shall be paid in accordance with section 3.2(c) above.

3.6 RESERVED

3.7 SECURITY DEPOSIT

NONE.
3.8 PARTIAL YEAR RENT PRORATION

For any amendment to this Lease, or Lease Extension agreed to in writing by the Landlord and which term equals less than a full successive twelve (12) months, the amount of annual rent agreed to by the Landlord and the Tenant shall be prorated accordingly.

ARTICLE IV. PARKING

4.1 PARKING

(a) General Parking is available in designated visitor parking spaces on Lot B and Lot C (the “Parking Lot”). Tenant, its employees, agents, visitors, and invitees assume any and all risks of parking in an otherwise unauthorized, restricted, or reserved space.

(b) Subject to section 4.1(c), Basic Rent includes 42 parking spaces on Lot C, limited to only 20 vehicles accessing and using the spaces at a time. Notwithstanding any other provision of this Lease, two of these spaces may be utilized 24 hours per day, year-round.

(c) Landlord shall provide tenant with ten (10) exit tickets (“Exit Tickets”) upon Tenant’s date of occupancy of the Lease Premises. The Exit Tickets may be given to Tenant’s visitors and invitees to exit the parking lot free of charge. Each month thereafter, Landlord shall replenish the number of used Exit Tickets, not exceeding ten (10).

(d) Unless otherwise expressly permitted, all parking spaces within Camden Yards must be vacated ninety (90) minutes before a scheduled game on those days during the Major League Baseball season (and post-season, if applicable) on which games are scheduled; and any time during the year when events open to the public are held at Oriole Park at Camden Yards using the stands and field, unless such game or other event is cancel at least ninety (90) minutes before its scheduled start. Further, all parking spaces for the Parking Lot must be vacated and cannot be used ninety (90) minutes before a scheduled game on dates when football games are to be held at M & T Bank Stadium and any time during the year when events open to the public are held at M & T Bank Stadium using the stands and field. Tenant acknowledges that the parking operator shall have the right to have any vehicle parked in violation of such restrictions removed from the parking lot at Tenant's or its employee's cost.

(e) Landlord shall have the right to relocate the parking spaces within Camden Yards and reconfigure the parking lots from time to time during the Lease Term.

(f) Tenant shall have the right in common with others, without charge, to use the bicycle parking provided for the Building.

ARTICLE V. OPERATION, UTILITIES AND SERVICES PROVIDED BY THE LANDLORD

5.1 SERVICES AND UTILITIES

So long as an Event of Default does not exist under this Lease, Landlord shall provide the following facilities, services, and utilities to Tenant:

(a) At least one (1) passenger elevator subject to call at all times, including Sundays and holidays, subject to scheduled maintenance and repairs.
(b) (i) During Normal Business Hours (as hereinafter defined) and subject to the LEED Requirements, central heating, and air conditioning during the seasons of the year when these services are normally and usually furnished, and within the temperature ranges and in such amounts normally or usually furnished in first-class office buildings in downtown Baltimore City. For the purposes of this paragraph (b), the term “Normal Business Hours” shall mean the periods from 7:00 a.m. until 6:00 p.m. Monday through Friday, excluding the holidays of New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Landlord shall provide the aforesaid services at other times if Tenant gives Landlord notice by 1:00 p.m. on weekdays for after-hour service on the next weekday, by 1:00 p.m. the day before a holiday for service on a holiday, and by 1:00 p.m. on Friday for service on Saturday or Sunday. For services provided outside of Normal Business Hours, Landlord reserves the right to adjust, from time to time, the rate (which as of the date of this Agreement is $25.00 per hour) at which such services shall be provided corresponding to adjustments in Landlord’s costs. Tenant shall pay for any such holiday, weekend, or after-hour service, as Additional Rent, promptly upon receipt of an invoice with respect thereto. Landlord shall not be responsible for delivery or maintenance of any supplemental HVAC service for any rooms in the Leased Premises used for computer servers, other concentrations of information technology, or any other concentrated sources of heat in such room.

(ii) The foregoing notwithstanding, Landlord’s obligation to provide electrical service at Landlord’s expense shall be limited to electrical service sufficient for a load of up to two (2) watts per square foot of Rental Area at any time (“Electrical Usage Limit”). If the electrical usage exceeds the Electrical Usage Limit for three (3) consecutive months, Landlord, at Landlord’s option and expense may install a sub-meter exclusively for the Lease Premises and Tenant shall reimburse to Landlord as Additional Rent for electrical service in excess of the Electrical Usage Limit.

(c) Subject to (b)(ii) above, electricity for lighting and power.

(d) Rest room facilities and necessary lavatory supplies, including hot and cold running water at the points of supply, as provided for general use of all tenants in the Building and routine maintenance, painting, and electric lighting service for all public areas of the Building in such manner as Landlord deems reasonable.

(e) Hot and cold running water to rest room facilities and kitchen areas located within the Leased Premises.

(f) Janitorial services to the Leased Premises.

(g) Security for the Building in accordance with the security plan established by the Landlord and provided to the Tenant.

(h) Landlord is not obligated to provide to or for the benefit of the Tenant or the Leased Premises any services or utilities other than those referred to above in this section 5.1.

5.2 TELEPHONE AND DATA SERVICE

(a) The following shall not be provided by Landlord and are not included in Basic Rent: telephone, cable, internet or other data service, or any other telecommunication service.

(b) Tenant may contract with any telecommunication service provider that has access to the Building; and
(c) Landlord shall give Tenant (or Tenant’s service provider) reasonable access to vertical and horizontal shafts, cable trays, raceways, and existing penetrations to enable the installation and maintenance of cabling for the sole purpose of servicing the telecommunication needs of the Leased Premises.

5.3 STANDARD FOR SERVICES

Subject to LEED Requirements (see Schedule D attached hereto and made a part hereof), unless a different standard is prescribed for such services, all services shall be comparable to those supplied in first-class office buildings in downtown Baltimore City.

5.4 NO LIABILITY FOR FAILURE TO PROVIDE SERVICES

(a) Any failure by Landlord to furnish the foregoing services, resulting from circumstances beyond Landlord's reasonable control or from interruption of such services due to non-routine repairs or maintenance, shall not render Landlord liable in any respect for damages to either person or property, nor be construed as an actual or constructive eviction of Tenant, nor cause an abatement of rent hereunder, nor relieve Tenant from any of its obligations hereunder, provided however that Landlord takes all commercially reasonable actions to rectify such failure.

(b) If any public utility or governmental body shall require Landlord, or Tenant to restrict the consumption of any utility or reduce any service for the Leased Premises or the Building, Landlord and Tenant shall comply with such requirements, whether or not the utilities and services referred to in this Article V are thereby reduced or otherwise affected, without any liability on the part of Landlord to Tenant or any other person or any reduction or adjustment in rent payable hereunder; provided, however, Tenant shall have the right to contest or dispute such restriction or reduction by appropriate proceedings provided such contest or dispute does not result in a lien against the Building or a claim against Landlord.

(c) Landlord and its agents shall be permitted reasonable access to the Leased Premises (upon prior reasonable notice to Tenant, for the purpose of installing and servicing systems within the Leased Premises deemed necessary by Landlord to provide the services and utilities referred to in this Article V to Tenant and other tenants in the Building.

ARTICLE VI. MAINTENANCE AND REPAIRS

6.1 MAINTENANCE BY LESSOR

(a) Landlord shall maintain and keep in good order and repair, ordinary wear and tear excepted, to a standard not less than one which is acceptable for the commercial operation of the Leased Premises as office space, all public or common areas located in and upon Camden Yards (the “Property”) which Tenant may use hereunder and all external, internal, or structural parts of the Building affecting the Leased Premises, excluding however (i) the Leased Premises and (ii) any property owned or maintained by any private or public utility provider.

(b) The provisions of the above section 6.1(a)(i) notwithstanding, Landlord shall provide those services to the Leased Premises as described in Article V herein.

(c) Any repairs or maintenance work required because of the negligent or intentionally tortious acts or omissions of the Tenant, its agents, employees, contractors, or invitees shall be made.
by the Landlord, which shall undertake them at a commercially reasonable cost and with a commercially reasonable period of time, at the Tenant’s sole expense.

6.2 COMPLIANCE WITH ADA AND BUILDING CODES (LANDLORD)

Except as provided in section 14.1(j), Landlord shall maintain, repair, alter, or improve the Building, the pedestrian walkways around the Building, the private driveways, and the parking lots to the extent required to comply with applicable building codes, the American with Disabilities Act, and any other federal, state, or local laws, rules, orders, regulations, or ordinances to the extent applicable to the Landlord or the Property.

ARTICLE VII. LOSS, DAMAGE, AND INJURY

7.1 TENANT RISK

Subject to the terms and conditions of this Lease, Tenant shall occupy and use the Leased Premises, the Building, and the Common Area at Tenant's own risk. Consistent with the provisions of section 15.1 herein, Tenant's Personal Property and the property of those claiming by, through or under Tenant that is located in or on the Leased Premises or the Building shall be and remain the sole risk of Tenant or such other person; except for damage or loss caused by the negligence or willful misconduct of the Landlord.

7.2 SECURITY

Although Landlord shall use reasonable diligence in providing security for the Building, no representation, guaranty, assurance, or warranty is made or given by Landlord that the communication or security systems, devices, or procedures used, if any, will be effective to prevent injury to Tenant or any other person or damage to, or loss (by theft or otherwise) of, any of Tenant's Personal Property or of the property of any other person. Landlord reserves the right to modify its security procedures at any time and from time to time without liability to Tenant.

7.3 TENANT DUTY

Subject to the provisions of this Lease, Tenant shall have access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week, subject to the condition of and accessibility over public roadways. Tenant shall have the obligation to, and cause its employees, agents, and invitees to close securely any and all exterior doors to the Building and locked or access-restricted doors within the Building opened by any of them.

7.4 ACCESS CARDS

Tenant shall be and remain responsible for all keys and access cards issued to it and shall return all of the same upon the Termination Date, or sooner as the same may not be needed or become obsolete. There shall be a service charge of $10.00 for (i) each replacement card or key issued by Landlord; and (ii) each card or key not returned as required. Tenant shall not duplicate any key or access card so issued.
ARTICLE VIII. TAXES

8.1 PERSONAL PROPERTY TAXES

The Tenant shall be liable for all taxes levied against any of the Tenant’s personal property any trade fixtures owned or placed by the Tenant in the Leased Premises.

8.2 REAL ESTATE TAXES

Landlord shall pay all real estate taxes (special or otherwise), levies, ad valorem charges, benefit charges, rates and charges, privilege permits and any other governmental liens, impositions or charges of a similar or dissimilar nature, and any payments in lieu of such charges, regardless of whether any such items shall be extraordinary or ordinary, general or special, foreseen or unforeseen, levied, assessed, or imposed on or with respect to all or any part of the Building and the land upon which the Building is situated (the “Land” and together with the Building, the “Real Estate”).

8.3 CHANGES IN METHOD OF TAXATION

Landlord and Tenant further agree that if at any time during the Lease Term, or any extension or renewal thereof, the method of taxation on the Real Estate as of the Commencement Date shall be changed so as to cause the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Real Estate shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as (a) a capital levy or otherwise upon the rents reserved herein or part thereof; (b) as a tax, assessment, levy, imposition or charge measured by or based in whole or in part upon all or any portion of the Real Estate and imposed on Landlord; (c) a license fee measured by the rent payable by Tenant to Landlord; or (d) any other tax, levy, imposition, charge or license fee, however described or imposed, then such levy, assessment or imposition shall be included in Real Estate Taxes under Section 8.2. Taxes shall not include any income taxes due and payable by Tenant to any governmental authority.

8.4 CONTEST OF TAXES

Landlord is an instrumentality of the State and a unit in the Executive Branch of State government and as such reserves the absolute right to contest the amount of any real property tax assessed or levied by such means or proceedings as it determines are in the best interest of the Authority and the State.

ARTICLE IX. PRIORITY OF LEASES

9.1 LANDLORD’S LEASE WITH BALTIMORE ORIOLES LIMITED PARTNERSHIP

Tenant acknowledges that Landlord has a lease agreement dated September 2, 1992 (as amended, the "Orioles Lease") with the Baltimore Orioles Limited Partnership (the "Orioles"), regarding, among other matters, uses of space, rights to parking, advertising, promotions, intellectual property, concessions, maintenance and repair of not only the Ballpark, the grounds and walkways surrounding the Ballpark, the Warehouse, and portions of the pedestrian walkway known as Eutaw Street, but also other portions of Camden Yards, including parking areas, the exterior and certain interior spaces of the Warehouse, Camden Station, and pedestrian and vehicular access to Camden Yards. Tenant recognizes that Landlord's obligations under the Orioles Lease will affect, among other
matters, the ability of Landlord to approve any changes in use, to implement or change the Rules and Regulations, or to grant consents required to assign or sublet the Premises or to place signs, decorations, or other material on the exterior of the Building or portions of the Premises visible from the exterior. Tenant acknowledges the existence of the Orioles Lease and accepts the Premises subject to Landlord's obligations thereunder.

**ARTICLE X. USE, CARE, AND REPAIR OF THE LEASED PREMISES BY TENANT**

10.1 PERMITTED USE

Tenant shall use and occupy the Leased Premises solely for general office purposes in accordance with all applicable laws, codes, and regulations and for no other purpose. Tenant shall not do anything or permit anything to be done in or on the Leased Premises, or bring or keep anything therein which will, in any way, obstruct, injure, or interfere with the rights of Landlord or other tenants, or subject Landlord to any liability for injury to persons or damage to property, or interfere with the good order of the Building.

10.2 CARE OF LEASED PREMISES

(a) Tenant shall, at its sole expense, keep the Leased Premises and the improvements and appurtenances therein in good order and condition consistent with the operation of a first-class office building, and at the expiration of the Lease Term, or at the sooner termination of this Lease as herein provided, deliver up the same broom clean and in as good order and condition as at the beginning of the Lease Term, ordinary wear and tear and damage by fire or other casualty excepted. Tenant, at its sole expense, shall promptly replace damaged or broken doors and glass in the interior of the Leased Premises which are caused by Tenant and shall be responsible for the repair and maintenance of all Tenant Improvements and Alterations, including, without limitation, the repair and replacement of any appliances and equipment installed specifically for Tenant such as refrigerators, disposal, computer room air conditioning, sinks and special plumbing, special light fixtures and bulbs for those fixtures, non-standard outlets and plug-in strips, and special cabinetry.

(b) Tenant shall pay for all damage to the Leased Premises and the Building, and any fixtures and appurtenances related thereto, as well as for all property damage sustained by other tenants or occupants of the Building, due to any waste, misuse or neglect of the Leased Premises and any fixtures and appurtenances related thereto or due to any breach of this Lease by Tenant, its employees, agents, or representatives.

10.3 COMPLIANCE WITH LAWS

(a) In its use of the Leased Premises, Tenant will not perform (nor permit to be performed) on any portion of the Leased Premises, the Building, or the Common Areas, any illegal acts, nor will it perform (nor permit to be performed) anything in or about the Leased Premises, the Building or the Common Areas which would contravene a policy of insurance against loss by fire.

(b) Tenant shall in its use and occupancy of the Leased Premises, at its sole cost and expense comply with all federal, state, and local laws, ordinances, and regulations applicable to Tenant or resulting from Tenant’s use or occupancy of the Leased Premises. Tenant may after notice to Landlord, by appropriate proceedings conducted at Tenant’s expense, contest the validity or
enforcement of any such legal requirements or alleged violation thereof so long as doing so does not result in any lien against the Building or claim against the Landlord.

10.4 RULES AND REGULATIONS

Tenant and its agents and invitees shall abide by and observe the rules and regulations attached hereto as Schedule B for the operation and maintenance of the Building or any new rules and regulations which may from time to time be issued by Landlord ("Rules and Regulations"), provided that any new rules or regulations are not inconsistent with the provisions of this Lease. Landlord shall enforce such Rules and Regulations against all tenants in the Building in a non-discriminatory manner, but Landlord shall not be liable to Tenant for any violation of these Rules and Regulations by any other tenant or its agents or invitees.

ARTICLE XI. HAZARDOUS SUBSTANCES

11.1 Tenant covenants and agrees that other than the use and storage of ordinary business office and cleaning supplies (such as copier toner) in small quantities, it will not use or allow the Leased Premises to be used for the storage, use, treatment, or disposal of any "hazardous substance," as defined under either the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq., 1980 “CERCLA”) and similar state and local statutes.

11.2 Landlord shall be responsible for the containment and remediation of any release of a hazardous substance within the Building to the extent such release exists prior to Tenant's work on the improvements Tenant makes to the Leased Premises (the "Tenant Improvements") or arises directly from the actions of Landlord, its agents, servants, and employees, and not solely from Landlord's position as an owner or operator of the Property as defined under CERCLA.

11.3 Tenant shall be responsible for any damages, claims, judgments, fines, penalties, costs, liabilities including sums paid in settlement of claims) or loss, reasonable consultants' fees, and reasonable expert fees (collectively "Damage") incurred as a direct result of Tenant's use, handling, generation, treatment, storage, disposal, other management or release of any hazardous substance at or from the Leased Premises, whether or not Tenant has acted negligently with respect to such hazardous substance. This clause shall survive the expiration or earlier termination of this Lease.

ARTICLE XII. LEED REQUIREMENTS

12.1 LEED REQUIREMENTS

(a) Landlord intends to maintain U.S. Green Building Council's Leadership in Energy & Environmental Design ("LEED") certification for the Building in accordance with the LEED for Existing Buildings: Operations and Maintenance (LEED EBOM) version 3.0 building rating system. Tenant shall use its commercially reasonable efforts to: (i) comply with the Specific Tenant Requirements for recycling listed in the Materials & Resources (MR) section of Schedule D attached hereto; (ii) comply with the "Specific Tenant Requirements" regarding tobacco smoke listed in the Environmental Tobacco Smoke (ETS) subsection of the Indoor Environmental Quality (EQ) section of Schedule D; and (iii) help meet building-wide energy use reduction goals and minimize unnecessary use of electricity, water, heating, and air conditioning (collectively, the "Minimum LEED Requirements").
(b) Any Alterations to the Leased Premises shall be done in compliance with the applicable LEED Requirements (as defined in and set forth in Schedule D attached hereto and incorporated herein). Nothing herein shall be construed as requiring Tenant to make any Alterations merely to satisfy LEED Requirements. For example, if Tenant's Alterations were to include only painting and carpeting, the applicable LEED Requirements would be the applicable portions of the Low Emitting Materials subsection of the Indoor Environmental Quality (EQ) section of Schedule D or such other requirements as are mutually determined by Landlord and Tenant.

(c) At no or nominal cost to Tenant (except as provided in the next sentence), Tenant shall cooperate with Landlord in obtaining LEED recertification of the Building every five (5) years (or such other time period as becomes applicable for LEED recertification). In connection with LEED recertification, if Tenant has failed to comply with, or will not recommit to, any of the LEED Requirements applicable to Tenant, Landlord may make changes to the Building or Landlord's practices to obtain alternative LEED credits and may charge the cost of such changes to Tenant as Additional Rent.

ARTICLE XIII. COMMON AREA

13.1 DEFINED

As used herein, "Common Area" means those areas and facilities furnished by Landlord in the Building and as designated by Landlord from time to time, intended for the general common use and benefit of all tenants of the Building and their agents, representatives, licensees, employees and invitees, including, without limitation, any and all stairs, landings, roofs, utility and mechanical rooms and equipment, service closets, corridors, elevators, lobbies, lavatories and other public areas of the Building. In no event shall "Common Area" include any areas located within the Leased Premises as outlined on Schedule A.

13.2 USE OF COMMON AREA

During the Lease Term, Tenant shall have a non-exclusive easement to use the Common Area in common with Landlord, other tenants in the Building, and others entitled to the use thereof, subject to such reasonable rules and regulations governing the use of the Common Area as Landlord may from time to time prescribe and subject to such easements therein as Landlord may from time-to-time grant to others. Tenant shall not obstruct in any way any portion of the Common Area or in any way interfere with the rights of other persons entitled to use the Common Area and shall not, without the prior written consent of Landlord, use the Common Area in any manner, directly or indirectly, for the location or display of any merchandise or property belonging to Tenant or for the location of signs relating to Tenant's operations in the Leased Premises (except that signs may be located in those locations provided in this Lease or otherwise approved by Landlord). The Common Area shall at all times be subject to the exclusive control and management of Landlord.

13.3 ALTERATIONS TO COMMON AREA

Landlord reserves the right at any time and from time to time, upon thirty (30) days' prior notice to Tenant, (a) to change or alter the location, layout, nature or arrangement of the Common Area or any portion thereof, including but not limited to the arrangement and/or location of entrances, passageways, doors, corridors, stairs, lavatories, elevators, and other public areas of the Building, and (b) to construct additional improvements adjacent to the Building, to make alterations thereof or
additions thereto and build additional stories on or in any such buildings or build adjoining same; provided, however, that no such change or alteration shall (i) materially interfere with Tenant's access to the Building or the Leased Premises, (ii) reduce the Rental Area of the Leased Premises (unless such reduction is required by Federal, State or local laws or regulations, in which event, the provisions set forth in Article 17 shall apply), (iii) invite access by the general public into the lobby of the Building used by Tenant, (iv) materially diminish the availability of air and light to the Leased Premises, or (v) change or restrict freight access to the Leased Premises. Tenant acknowledges that retail operators located in the Building lobby may have an entrance to the Building lobby for the convenience of the office tenants of the Building, and Tenant agrees that such entrances shall not constitute a violation of this section. Landlord shall have the right to close temporarily all or any portion of the Common Area to such extent as may, in the reasonable opinion of Landlord, be necessary to prevent a dedication thereof to the public (provided that Tenant retains reasonable access to the Leased Premises) or for repairs, replacements or maintenance to the Common Area (provided that such repairs, replacements or maintenance are performed expeditiously and in such a manner as not to materially restrict Tenant's access to the Leased Premises).

13.4 MAINTENANCE

Landlord covenants to keep, maintain, manage, and operate the Common Area in a manner consistent with the operation of a first-class office building. Subject to section 24.2 of this Lease, Landlord reserves the right of access to the Common Area through the Leased Premises for the purposes of operation, decoration, cleaning, maintenance, safety, security, alterations, and repairs with prior notice to Tenant and at such time or times as are reasonably acceptable to Tenant except in the case of an emergency.

ARTICLE XIV. ALTERATIONS, OWNERSHIP, AND PERSONAL PROPERTY

14.1 ALTERATIONS

(a) Except as otherwise provided in this section, Tenant shall not make or permit any improvements, alterations, fixed decorations, substitutions, or modifications, structural or otherwise, to the Leased Premises or the Building ("Alterations") without the prior written approval of Landlord. Alterations shall include, but not be limited to, the installation or modification of carpeting, walls, partitions, counters, doors, shelves, lighting fixtures, hardware, locks, and ceiling, window, and wall coverings.

(b) Tenant shall in no event make or permit to be made any alteration, modification, substitution, or other change of any nature to the structural, mechanical, electrical, plumbing, HVAC, and life safety elements or systems within or serving the Building without the prior written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion. If Landlord approves of any such Alterations, those Alterations shall be made by Landlord, at Tenant's sole cost, in accordance with paragraph (h) below.

(c) Landlord shall not unreasonably withhold, condition, or delay its consent to Alterations that (i) do not affect the structural, mechanical, electrical, plumbing, HVAC, or life safety elements or systems of the Building, (ii) are not visible from outside the Building, and (iii) conform with the general design standards of the Building.
(d) No Alterations shall be made unless and until (i) Landlord has approved Tenant's plans and specifications (except when not required), (ii) Landlord has approved Tenant's contractor, (iii) Tenant has provided Landlord with certificates of insurance meeting the requirements of Article 15 (insurance provisions), and (iv) Tenant has furnished Landlord with copies of all necessary permits and licenses. If required for issuance of a permit, Landlord agrees to execute, at no cost to Landlord, any permit application for Alterations approved by Landlord. Tenant shall consult with Landlord on the procurement of planning, design, and construction services for Alterations.

(e) Except as provided in paragraph (f) below, all Alterations shall be based on complete plans and specifications prepared and submitted by Tenant to Landlord for approval. In its reasonable discretion, Landlord shall have the right to require that plans and specifications be certified and stamped by a professional engineer or architect that is licensed to provide the appropriate engineering or architectural services in the State of Maryland.

(f) Tenant shall not be required to provide plans and specifications for Alterations that solely consist of cosmetic changes (such as painting and carpeting), but instead Tenant shall provide Landlord with samples showing colors, styles, etc.

(g) Alterations must meet or exceed (i) the applicable LEED Requirements determined in accordance with Schedule D, (ii) the applicable portions of the Building, Fire, and Related Codes of the City of Baltimore, and (iii) any other building codes applicable to the Leased Premises.

(h) If approved by Landlord, any Alterations that alter or modify the structural, mechanical, electrical, plumbing, HVAC, or life safety elements or systems of the Building shall be performed by Landlord at Tenant's sole cost, payable by Tenant, as Additional Rent, within thirty (30) days after receipt of an invoice for same from Landlord, which cost shall include Landlord's standard construction management fee (not to exceed three percent (3%) of the cost of the work, which shall be agreed upon between Landlord and Tenant prior to commencement of the Alterations).

(i) Any Alterations made by Landlord at Tenant's request shall be at Tenant's sole cost, payable by Tenant as Additional Rent within thirty (30) days after receipt of an invoice for same from Landlord, which cost shall include Landlord's standard construction management fee (provided that such fee shall not exceed one percent (1%) of the cost of the work).

(j) Tenant shall be responsible for the cost of any additional improvements within the Leased Premises, or the Building required by The Americans with Disabilities Act of 1990 as a result of Tenant's Alterations.

(k) After obtaining Landlord's prior written consent (which consent may be given, conditioned, or delayed by Landlord's determination of whether it is technically feasible, reasonably practicable, and not an undue impediment to the normal operation of the Building), Tenant shall be permitted to install its own security system in the Leased Premises; provided, that Tenant shall be solely responsible for the installation and maintenance of such system and for removing the system upon the expiration or earlier termination of this Lease.

(l) If Tenant makes any Alterations without the prior consent of Landlord, then, in addition to Landlord's other remedies, Landlord may correct or remove such Alterations and Tenant shall pay the cost thereof, as Additional Rent, on demand.
(m) Notwithstanding any provisions of this Section 14.1, Landlord shall pay the costs of space planning and design for the use and occupancy by Tenant, and Tenant shall be responsible for the costs of the build-out.

14.2 OWNERSHIP OF IMPROVEMENTS

(a) Any and all alterations, additions or improvements and all other property constructed, attached to, or otherwise installed on or within the Leased Premises by the Tenant, upon expiration or termination of this Lease (unless Landlord’s consent thereto states otherwise) shall become the Landlord’s property without payment by the Landlord or any other action taken by either party.

(b) Any machinery, equipment or fixtures installed by the Tenant at no expense to the Landlord and used in the Leased Premises specifically in the conduct of Tenant’s business (rather than to service the Leased Premises generally) shall remain the Tenant’s property (“Tenant’s Personal Property”).

(c) Provided that there shall not have been an Event of Default under this Lease, Tenant may remove all of Tenant's Personal Property from the Leased Premises on or before the expiration or earlier termination of this Lease. Any property belonging to Tenant or any other person which is left in the Leased Premises shall be deemed to have been abandoned as of (i) the day after the expiration of this Lease, or (ii) the tenth (10th) day after an earlier termination of this Lease. In such event, except as otherwise provided in subsection 14.3 below, Landlord shall have the right (but not the obligation) to declare itself the owner of such property and to dispose of it in whatever manner Landlord considers appropriate without waiving its right to claim from Tenant all expenses and damages caused by Tenant's failure to remove such property, and Tenant shall not have any right to compensation or claim against Landlord as a result.

(d) The foregoing provisions of this section 14.1 notwithstanding, Landlord may, upon notice to Tenant at the time Alterations are approved by Landlord, elect that any Alterations be removed at the end of the Lease Term, and thereupon, Tenant shall, at its sole expense, cause such Alterations to be removed and restore the Leased Premises to its condition prior to the making of such Alterations, reasonable wear and tear excepted. If Tenant does not complete such removal within a reasonable period, Landlord shall have the right to do so and Tenant shall promptly reimburse Landlord, as Additional Rent, for the cost of such work, which reimbursement obligation shall survive termination of the Lease.

14. TENANT’S RIGHT TO CERTAIN ITEMS

Notwithstanding any of the foregoing provisions of section 14.2 to the contrary, Tenant shall always be entitled, following an Event of Default hereunder or otherwise, to the possession of its books and records, computer programs, stationery, standard office forms unique to Tenant, currency, the property of third parties, and confidential customer information; provided, however, that if Landlord must remove any of the foregoing items from the Leased Premises in the course of the exercise by Landlord of its remedies under this Lease, Landlord shall store the foregoing items in a secure place and Tenant shall reimburse Landlord as Additional Rent or otherwise any and all costs incurred by Landlord in connection therewith, including, but not limited to, any removal and/or storage costs so incurred. Notwithstanding the immediately preceding sentence, if Landlord has given Tenant at least ten (10) days' prior notice of Landlord's intent to remove any of the foregoing items from the Leased Premises and Tenant fails to remove all of such items from the Leased
Premises within said ten (10) day period, Landlord, its agents, employees, and contractors shall have no liability to Tenant for any damage incurred during the removal and/or storage thereof.

ARTICLE XV. INSURANCE

15.1 LANDLORD AND TENANT’S INSURANCE

   Landlord and Tenant are subject to the terms of the State Insurance Program (Title 9 of the State Finance & Procurement Article of the Maryland Code and Subtitle 2 of Title 25 of the Code of Maryland Regulations). Insurance against damage or destruction to the Building, excluding Tenant’s Personal Property, shall be determined by the Director of Insurance, State Treasurer's Office, in accordance with the terms of the State Insurance Program. Such insurance may be through the self-insurance provided by the State Insurance Trust Fund, through insurance purchased from commercial insurance carriers, or through a combination of both.

15.2 TORT CLAIMS / PROPERTY DAMAGE

   Defense. Landlord and Tenant will each immediately notify the other of any claim or suit filed against them or regarding any matter resulting from or relating to this Lease and will cooperate with each other in the defense or investigation of any claim, suit or action filed in connection with this Lease.

15.3 PROPERTY DAMAGE

   (a) Property damage is subject to the coverage by the State Insurance Trust Fund ("STIF").

   (b) If the real or personal property of Landlord is damaged through the fault of, or by or as a result of use or action by the Tenant or its agents or invitees, Landlord shall make all appropriate claims to the State Treasurer’s Office.

   (c) Landlord shall comply with notice, repair, or replacement estimates, etc.

   (d) Any deductible due at the time a claim is filed shall be paid by Tenant.

   (e) The reimbursement due to the STIF shall be the obligation of Tenant, or as otherwise prescribed by the Maryland General Assembly for the period of time required for reimbursement but shall not be a Landlord budget item.

15.4 DAMAGE TO TENANT’S PERSONAL PROPERTY

   Landlord shall not be obligated to repair any damage to Tenant's Personal Property or replace the same unless caused by Landlord's negligence or willful misconduct.

15.5 RESOLUTION OF DISPUTES

   Resolution of a dispute between the Landlord and Tenant regarding liability for damages under this Section shall be first addressed by the Executive Director of the Landlord and the Executive Director of the Tenant. If unsuccessful at coming to an agreed upon resolution, the
Treasurer’s Office shall determine which party shall be accountable for charges, deductibles, or other costs under the SITF.

**ARTICLE XVI. DAMAGE AND DESTRUCTION**

16.1 LANDLORD’S OBLIGATION TO REPAIR AND RECONSTRUCT

(a) Untenantable. If, as the result of fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), the Leased Premises shall be rendered wholly or partially Untenantable, as hereinafter defined, then, subject to the provisions of subsection 17.2, Landlord shall cause such damage to be repaired, including Alterations, to the extent proceeds of insurance (including proceeds of insurance from the State Insurance Trust Fund) are paid to Landlord, and the Annual Basic Rent and Additional Rent (but not any Additional Rent due Landlord either by reason of Tenant's failure to perform any of its obligations hereunder or by reason of Landlord's having provided Tenant with additional services hereunder) shall be abated proportionately as to the portion of the Leased Premises rendered Untenantable during the period of such untenantability. All such repairs shall be made at the expense of Landlord, subject to the availability of proceeds of insurance and Tenant's responsibilities set forth herein. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's Personal Property, all of which replacement or repair shall be undertaken and completed by Tenant, at Tenant's expense. For purposes of this Lease, the Leased Premises shall be deemed "Untenantable" if Tenant is unable to use the Leased Premises for the purposes originally intended, including by reason of the inaccessibility of the Leased Premises.

(b) Not Untenantable. If the Leased Premises shall be damaged by Casualty, but the Leased Premises shall not be thereby rendered wholly or partially Untenantable, Landlord shall promptly cause such damage to be repaired and there shall be no abatement of rent reserved hereunder.

16.2 TERMINATION OF LEASE

(a) Landlord's Right of Termination. If (i) the Leased Premises are rendered wholly Untenantable, (ii) the Leased Premises are damaged as a result of any cause which is not covered by Landlord's insurance, (iii) the Building is damaged to the extent of fifty percent (50%) or more of the Rental Area thereof, or (iv) for reasons beyond Landlord's control or by virtue of the terms of any financing of the Building, sufficient insurance proceeds are not available for the reconstruction or restoration of the Building or Leased Premises, then, in any of such events, Landlord may elect to terminate this Lease by giving to Tenant notice of such election within sixty (60) days after the occurrence of such event, or after the insufficiency of such proceeds becomes known to Landlord, whichever is applicable. If such notice is given, the rights and obligations of the parties shall cease as of the date set forth in such notice, and the Annual Basic Rent and Additional Rent (but not any Additional Rent due Landlord either by reason of Tenant's failure to perform any of its obligations hereunder or by reason of Landlord's having provided Tenant with additional services hereunder) shall be adjusted as of the date set forth in such notice, or, if the Leased Premises were rendered Untenantable, as of the date of the Casualty.

(b) Tenant's Right of Termination. Within sixty (60) days following a Casualty, Landlord shall notify Tenant in writing of the date on which Landlord, in its best professional judgment, estimates restoration to be substantially complete. If restoration is expected to exceed one hundred
fifty (150) days from the date of the Casualty, then Tenant shall have the right to terminate this Lease on notice to Landlord within fifteen (15) days after receipt of Landlord's notice. If, despite Landlord's estimate, restoration is not substantially complete within one hundred fifty (150) days following the Casualty, then Tenant shall have the right to terminate this Lease upon notice to Landlord given within fifteen (15) days after expiration of such one hundred fifty (150) day period.

16.3 DEMOLITION OF THE BUILDING

(a) If the Building shall be so substantially damaged that it is reasonably necessary, in Landlord's judgment, to demolish the Building for the purpose of reconstruction, Landlord may demolish the same, then (a) this Lease shall terminate as of the date of such Casualty and (b) the Annual Basic Rent and Additional Rent (but not any Additional Rent due Landlord either by reason of Tenant's failure to perform any of its obligations hereunder or by reason of Landlord's having provided Tenant with additional services hereunder) shall be abated as of the date of the Casualty.

16.4 REINSTATEMENT OF LEASE

(a) If the Building is restored by Landlord within a one-year period without the benefit of insurance proceeds, then so long as Tenant named in this Lease was in occupancy of the Leased Premises at the time of the Casualty, Tenant shall have a right of first refusal to lease space in the new building on the same terms and conditions as contained in this Lease. Tenant shall respond to Landlord's notice of restoration within fifteen (15) days after receipt of such notice. This section 16.4 shall survive the termination of this Lease if terminated pursuant to any other provision of this Article XVI.

16.5 INSURANCE PROCEEDS

If the Lease is not terminated pursuant to section 16.2 or 16.3, Landlord shall, subject to the terms of any Mortgage or bond repayment obligation, disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of the Building in accordance with subsection 16.1 hereof. All insurance proceeds payable with respect to the Leased Premises and the Building shall belong to and shall be payable to Landlord.

ARTICLE XVII. CONDEMNATION

17.1 TERMINATION

(a) If either the entire Leased Premises or the entire Building shall be acquired or condemned by any governmental authority under its power of eminent domain for any public or quasi-public use or purpose, this Lease shall terminate as of the date of vesting or acquisition of title in the condemning authority and the rents hereunder shall be abated on that date.

(b) If condemning authority acquires or condemns (i) less than the whole but more than twenty-five percent (25%) of the Rental Area of the Leased Premises, (ii) more than fifty percent (50%) of the total area of the Building (even if the Leased Premises are unaffected), or (iii) such portion of the Building as shall render the Leased Premises or the Building Untenantable, Landlord and Tenant shall each have the option to terminate this Lease by notice given to the other no later than ninety (90) days after such taking. In the event that such a notice of termination is given, this Lease shall terminate as of the date of vesting or acquisition of title in the condemning authority and
the Annual Basic Rent and Additional Rent (but not any Additional Rent due Landlord either by reason of Tenant's failure to perform any of its obligations hereunder, or by reason of Landlord's having provided Tenant with additional services hereunder) shall be adjusted as of such date.

(c) If (i) neither Landlord nor Tenant shall exercise their respective options to terminate this Lease, as hereinafore set forth, or (ii) some lesser portion of the Leased Premises or the Building is taken by the condemning authority, this Lease shall continue in force and effect, but from and after the date of the vesting of title in the condemning authority, the Annual Basic Rent payable hereunder during the unexpired portion of the Lease Term shall be reduced in proportion to the reduction in the total Rental Area of the Leased Premises, and any Additional Rent (but not any Additional Rent due Landlord either by reason of Tenant's failure to perform any of its obligations hereunder, or by reason of Landlord's having provided Tenant with additional services hereunder) payable pursuant to the terms hereof shall be adjusted to reflect the diminution of the Leased Premises and/or the Building, as the case may be.

17.2 RIGHTS TO AWARD

Tenant shall have no claim against Landlord arising out of the taking or condemnation, or arising out of the cancellation of this Lease as a result of any such taking or condemnation, or for any portion of the amount that may be awarded to Landlord as damages as a result of any taking or condemnation, or for the value of any unexpired portion of the Lease Term, or for any property lost through condemnation, and Tenant hereby assigns to Landlord all its rights, title and interest in and to any such award with regard to the Leased Premises; provided, however, that Tenant may assert any claim it may have against the condemning authority for compensation for Tenant's Personal Property lost thereby, loss of income, the unamortized cost of Alterations paid for by Tenant (and not reimbursed from any Tenant Allowance) amortized over the Lease Term on a straight line basis, and for any relocation expenses compensable by statute and receive such awards therefor as may be allowed in the condemnation proceedings provided that such awards shall be made in addition to, and stated separately from, the award made to Landlord for the Building, the underlying land and the Leased Premises. Landlord shall have no obligation to contest any taking or condemnation.

ARTICLE XVIII. BANKRUPTCY

OMITTED

ARTICLE XIX. DEFAULT PROVISIONS AND REMEDIES

19.1 EVENTS OF DEFAULT

Each of the following shall be deemed an "Event of Default" by Tenant under this Lease:

(a) failure of Tenant to pay Annual Basic Rent, Additional Rent, or any other sum required to be paid under the terms of this Lease, including late charges, within the period set forth in Section 3.2, after five (5) business days’ notice to Tenant of failure to pay, specifying the sums due;

(b) failure by Tenant to perform or observe any other term, covenant, agreement or condition required of Tenant under this Lease within twenty (20) days after notice thereof from Landlord and other than any other obligations or conditions set forth in this Lease which provide by their terms for a specific notice period or for which no notice is required), unless such performance shall reasonably require a longer period, in which case Tenant shall not be deemed in default if
Tenant commences the required performance promptly and thereafter pursues and completes such action diligently and expeditiously;

(c) the filing of a tax or mechanic's lien against any property of Tenant which is not bonded or discharged within forty-five (45) days of the date such lien is filed;

(d) abandonment of the Leased Premises by Tenant;

(e) an Event of Tenant's Bankruptcy; or

(f) the sale of Tenant's interest in the Leased Premises under attachment, execution, or similar legal process.

19.2 REMEDIES

Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below or by applicable law) may do any one or more of the following:

(a) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the reasonable and actual cost of which performance by Landlord, together with interest thereon at the Default Rate from the date of such expenditure, shall be payable by Tenant to Landlord, as Additional Rent, upon demand. Notwithstanding the provisions of this paragraph and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in paragraph (b) without any notice to Tenant if Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency;

(b) elect to terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant, and reenter the Leased Premises, by summary proceedings or otherwise, and remove Tenant and all other persons and property from the Leased Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby;

(c) declare any option which Tenant may have to renew the Lease Term or expand the Leased Premises to be null and void and of no further force and effect; or

(d) exercise any other legal or equitable right or remedy which it may have.

(e) Any costs and expenses incurred by Landlord (excluding, however, attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be paid to Landlord by Tenant, as Additional Rent, upon demand.

19.3 DAMAGES

(a) Subject to State law, if this Lease is terminated by Landlord pursuant to paragraph 19.2(b), Tenant nevertheless shall remain liable for (1) any Annual Basic Rent, Additional Rent, and damages which may be due or sustained prior to such termination, and (2) all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder or in renting the Leased Premises to a new tenant. Tenant shall pay all such amounts to Landlord as Additional Rent within thirty (30) days after receipt of written demand therefor.
Premises to others from time to time (excluding attorneys’ fees). Damages shall be due and payable immediately upon demand by Landlord following any termination of this Lease pursuant to Section 19.2.

(b) If this Lease is terminated pursuant to paragraph 19.2(b), Landlord may re-lease the Leased Premises or any part thereof, alone or together with other Premises, for such term(s) (which may be greater or less than the period which otherwise would have constituted the balance of the Lease Term) and on such terms and conditions (which may include concessions or free rent and alterations of the Leased Premises) as Landlord, in its reasonable discretion, may determine. The failure or refusal of Landlord to re-lease the Leased Premises or any part or parts thereof shall not release or affect Tenant’s liability for damages. Landlord shall have no obligation to re-lease the Leased Premises in preference to any other available space in the Building.

(c) Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

19.4 NO WAIVER

No act or omission by Landlord shall be deemed to be an acceptance of a surrender of the Leased Premises or a termination of Tenant’s liabilities hereunder unless Landlord shall execute a written release of Tenant.

19.5 REMEDIES NOT EXCLUSIVE

All rights and remedies of Landlord set forth in this Lease shall be cumulative, and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both. For the purposes of any suit brought or based hereon, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Lease as successive periodic sums shall mature hereunder. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants, terms and conditions of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or a relinquishment for the future, of such covenant, term, condition, right or option, but the same shall continue and remain in full force and effect unless the contrary is expressed by Landlord in writing. The receipt by Landlord of rents hereunder, with knowledge of the breach of any covenant hereof or the receipt by Landlord of less than the full rent due hereunder, shall not be deemed a waiver of such breach or of Landlord’s right to receive the full rents hereunder, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

19.6 PERSISTENT FAILURE TO PAY RENT

In addition to any other remedies available to Landlord pursuant to this Lease or by law, Landlord may, at any time throughout the Lease Term of this Lease, terminate this Lease upon Tenant’s default on three (3) separate occasions under paragraph 20.1(a), regardless of whether or not such prior defaults have been cured. A termination pursuant to this subsection 20.6 shall be effective upon Landlord’s delivery to Tenant of a notice of termination.
19.7 **LANDLORD’S DEFAULT**

(a) If Landlord shall fail to perform any of its material obligations hereunder, and such failure shall continue for thirty (30) calendar days after Notice thereof, provided that if Landlord has promptly commenced and is diligently pursuing the cure of such obligation and an excess of thirty (30) calendar days is reasonably required for such cure, such period of time shall be extended accordingly, but in no event shall such cure period exceed one hundred twenty (120) days (“Event of Landlord Default”).

(b) If Landlord’s default is not cured in the period specified in (a) above, or as otherwise agreed to by Tenant, the Landlord and Tenant shall proceed to dispute resolution in accordance with Section 19.8 herein.

19.8 **RESOLUTION OF DISPUTES**

**Non-Insurance Related Disputes.**

Notwithstanding any other provisions of the Lease, any dispute regarding the payment of money or other non-monetary obligations, duties, or Lease interpretation shall be first addressed by the persons herein identified for those purposes on behalf of the Authority and Tenant. If unsuccessful, any such dispute shall then be referred to the Executive Director for the Authority and the Executive Director for the Tenants. If unresolved, then to the Governor pursuant to State Finance & Procurement Article 15-106.

**ARTICLE XX. INDEMNITY BY TENANT AND LANDLORD**

20.1 Subject to the provisions of Section 26.5 below, to the maximum extent permitted by law and the extent of available appropriations, Landlord and Tenant shall each be responsible for the conduct of its employees, agents, and invitees, licensees, or assigns.

**ARTICLE XXI. LANDLORD’S OBLIGATIONS**

21.1 **LANDLORD’S OBLIGATIONS**

(a) Landlord agrees to perform all of its obligations under this Lease in a manner consistent with the standards applicable to first-class office buildings in downtown Baltimore City, subject to the LEED Requirements.

(b) Landlord shall be excused for the period of any delay in the performance of any of its obligations when the delay is due to any cause or causes beyond Landlord’s control which include, without limitation, acts of God, all labor disputes, governmental regulations or controls, civil unrest, war, extreme adverse weather condition, fire or other casualty, inability to obtain any material or services, unless otherwise provided for in this Lease. Except where specifically set forth in this Lease, there shall be no abatement, set-off, or deduction of Annual Basic Rent or Additional Rent due under this Lease.

(c) If the Orioles respond in writing with their consent to this Lease, Landlord shall provide a copy thereof to Tenant. Notwithstanding anything in subsection 9.1 to the contrary, Landlord represents and warrants that this Lease shall be valid and effective, notwithstanding the absence of the Orioles’ written consent hereto or any objection raised by the Orioles to this Lease (in
and of itself) after the date hereof. The representations and warranties in this paragraph shall survive the expiration or earlier termination of this Lease.

ARTICLE XXII. ASSIGNMENT AND SUBLETTING

22.1 GENERALLY PROHIBITED WITHOUT LANDLORD’S CONSENT

Except as otherwise specifically set forth in this Article 22, Tenant agrees for itself and its permitted successors and assigns in interest hereunder that it will not (a) assign or otherwise transfer, mortgage or otherwise encumber this Lease or any of its rights hereunder; (b) sublet the Leased Premises or any part thereof or permit the occupancy or use of the Leased Premises or any part thereof by any person other than Tenant; and/or (c) permit the assignment or other transfer of this Lease or any of Tenant’s rights hereunder by operation of law, without the prior written consent of Landlord in each instance first obtained, which consent shall not be unreasonably withheld, conditioned, or delayed. Any consent given in one instance shall not constitute a consent to any subsequent assignment or subletting. Tenant acknowledges that any assignment or subletting may also be subject to the approval of the Orioles to the extent required under the Orioles Lease. Any attempted assignment or subletting without Landlord’s consent shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee, or occupant. No assignment or subletting, regardless of whether Landlord’s consent has been granted or withheld, shall be deemed to release Tenant from any of its obligations hereunder or to alter, impair or release the obligations of any person guaranteeing the obligations of Tenant hereunder. Tenant hereby indemnifies Landlord against liability resulting from any claim made against Landlord by any assignee or subtenant or by any broker claiming a commission in connection with the proposed assignment or subletting. In the event Landlord shall consent to an assignment of this Lease, any option which Tenant may have to renew the Lease Term shall be null and void.

22.2 PROCEDURE FOR OBTAINING LANDLORD’S CONSENT

(a) At any time or from time to time during the Lease Term, if Tenant desires to assign this Lease, whether by operation of law or otherwise, or sublease all or a portion of the Leased Premises, Tenant shall submit to Landlord notice setting forth: (i) the name and address of the proposed subtenant or assignee, a reasonably detailed statement of the proposed subtenant’s or assignee’s business and reasonably detailed financial references and information concerning the financial condition of the proposed subtenant or assignee, (ii) a disclosure of the rents to be paid by any subtenant in excess of the rents reserved hereunder or the premium to be paid for the assignment, and (iii) if a subletting, a description of the area of the Leased Premises to be sublet. Except if Landlord exercises its right to recapture pursuant to subsection 22.7 below, Tenant agrees to pay Landlord, as Additional Rent, all costs incurred by Landlord in connection with any actual or proposed assignment or subletting, including, without limitation, the costs of making investigations as to the acceptability of a proposed subtenant or assignee and legal costs incurred in connection with any requested consent; provided, however, such costs shall not exceed Five Hundred Dollars ($500.00) in connection with each proposed assignment or subletting.

(b) Landlord’s consent to an assignment of this Lease shall be effective upon the execution by Tenant, the assignee, and Landlord of an assignment document prepared by Landlord in which (i) the assignee shall agree to assume, observe, perform, and be bound by, all of Tenant’s obligations under this Lease, and (ii) Tenant shall agree to remain primarily liable for such obligations.

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(c) Any consent by Landlord to a subletting of all or a portion of the Leased Premises shall be deemed to have been given only upon the delivery by Landlord to Tenant of a consent document prepared and executed by Landlord expressly consenting to such subletting.

(d) Any assignment of Tenants rights under this Lease to an entity other than a State agency or unit shall be subject to Lease modifications the Landlord in its sole discretion deems necessary or appropriate for a non-State agency tenant.

22.3 RIGHT TO RECAPTURE

In the event of a proposed assignment or sublease (other than to a unit or agency of the State), Landlord may terminate this Lease with respect to the portion of the Leased Premises contemplated to be assigned or subleased by notifying Tenant of Landlord’s decision to recapture within thirty (30) days after Tenant has submitted the information required under paragraph 22.6(a) above. If the portion of the Leased Premises to be assigned or subleased is less than the whole of the Leased Premises, this Lease shall continue in effect with respect to the remaining Leased Premises and the Annual Basic Rent shall be adjusted based on the remaining Rental Area of the Leased Premises.

ARTICLE XXIII. SUBORDINATION, ATTORNMENT AND ESTOPPEL

23.1 SUBORDINATION AND ATTORNMENT

(a) This Lease shall be subject and subordinate to the liens of all mortgages, deeds of trust and other security instruments now or hereafter placed upon the Building or any portion thereof and all ground and other underlying leases from which Landlord’s interest is derived (said mortgages, deeds of trust, other security instruments, and ground leases being hereinafter referred to as “Mortgages” and the mortgagees, beneficiaries, secured parties, and ground lessors thereunder from time to time being hereinafter called “Mortgagees”), and to any and all renewals, extensions, modifications, or refinancing thereof, without any further act of Tenant. If requested by Landlord, however, Tenant shall promptly execute any certificate or other document confirming such subordination. Tenant agrees that, if any proceedings are brought for the foreclosure of any of the Mortgages, Tenant, if requested to do so by the purchaser at the foreclosure sale, shall attorn to the purchaser, recognize the purchaser as Landlord under this Lease, and make all payments required hereunder to such new landlord without any deduction or set-off of any kind whatsoever. Tenant waives the provisions of any law or regulation, now or hereafter in effect, which may give, or purport to give, Tenant any right to terminate this Lease or to alter the obligations of Tenant hereunder in the event that any such foreclosure or termination or other proceeding is prosecuted or completed.

(b) Notwithstanding anything contained herein to the contrary, any Mortgagee may at any time subordinate the lien of its Mortgages to the operation and effect of this Lease without obtaining Tenant’s consent thereto, by giving Tenant notice thereof, in which event this Lease shall be deemed to be senior to such Mortgages without regard to the respective dates of execution and/or recordation of such Mortgages and this Lease and thereafter such Mortgagee shall have the same rights as to this Lease as it would have had were this Lease executed and delivered before the execution of such Mortgages.

23.2 ESTOPPELS

Tenant shall, without charge, at any time and from time-to-time, within fifteen (15) days after
receipt of request therefor by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate, in such form as may be reasonably determined by Landlord, certifying to Landlord, Landlord’s Mortgagee, any purchaser of Landlord’s interest in the Building, or any other person designated by Landlord, as of the date of such estoppel certificate, the following, without limitation: (a) whether Tenant is in possession of the Leased Premises; (b) whether this Lease is in full force and effect; (c) whether there have been any amendments to this Lease, and if so, specifying such amendments; (d) whether there are then existing any set-offs or defenses against the enforcement of any rights hereunder, and if so, specifying such matters in detail; (e) the dates, if any, to which any rent or other charges have been paid in advance and the amount of any security deposit held by Landlord; (f) that Tenant has no knowledge of any then-existing default of Landlord under this Lease, or if there are such defaults, specifying them in detail; (g) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant, or if such event has occurred, specifying it in detail; and (h) the address to which notices to Tenant under this Lease should be sent. Any such certificate may be relied upon by the person or entity to whom it is directed or by any other person or entity who could reasonably be expected to rely on it in the normal course of business. If Tenant fails to execute, acknowledge, and deliver such a certificate in accordance with this section, such failure shall constitute an acknowledgment by Tenant, which may be relied upon by any person who would be entitled to rely upon any such certificate, that such certificate as submitted by Landlord to Tenant is true and correct.

ARTICLE XXIV. MISCELLANEOUS PROVISIONS

24.1 PEACEFUL AND QUIET POSSESSION

If and so long as Tenant pays all rents due hereunder and performs and observes the other terms and covenants to be performed and kept by it as provided in this Lease, Tenant shall and may enter on, have, hold and enjoy the Leased Premises demised under this Lease, with all the rights, privileges and appurtenances belonging to it, without any eviction, interruption, suit, claim or demand by Landlord and free from any claim or demand by any other person or entity claiming by, through or under Landlord, subject, however, to the terms of this Lease, claims and demands arising through Tenant and to matters of public record existing as of the date of this Lease.

24.2 LANDLORD’S ACCESS TO THE LEASED PREMISES

(a) At reasonable times with reasonable advanced notice to Tenant (or to an authorized employee of Tenant at the Leased Premises) or at any time that there is an emergency that threatens life or poses imminent danger to the Building (including the Leased Premises) or persons therein, Landlord and its agents, employees, and contractors may enter the Leased Premises to inspect the Leased Premises, make repairs, perform maintenance, or satisfy any other obligation of Landlord with respect to the Leased Premises or the Building as set forth in this Lease.

(b) Tenant shall allow the Leased Premises to be exhibited by Landlord (a) at any time during normal business hours with forty-eight (48) hours prior notice to Tenant, to any representative of a lender or to any prospective purchaser of the Building or Landlord's interest therein or (b) within six (6) months of the end of the Lease Term to any persons who may be interested in leasing the Leased Premises.
24.3 BROKERS AND COMMISSIONS

Landlord and Tenant acknowledge, represent, and warrant, each to the other, that no broker, real estate agent or consultant brought about or was involved in the making of this Lease, and that no brokerage fee or commission is due from Landlord to Tenant or to any other party as a result of the execution of this Lease. Tenant agrees to indemnify and hold harmless Landlord against any claim by any broker, agent, finder, or consultant based upon the execution of this Lease and predicated upon a breach of the above representation and warranty by Tenant.

24.4 RECORDATION

Neither Landlord nor Tenant shall record this Lease, any amendment to this Lease, or any other memorandum of this Lease without the prior written consent of the other party, which consent may be withheld in the sole and absolute discretion of either party and, if such consent is given, the party requesting such consent and recording shall pay all recordation and transfer taxes, recording fees, and other charges in connection with such recording.

24.5 SEVERABILITY

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24.6 AUTHORITY

If Tenant is a corporation, partnership, or other legal entity, the person executing this Lease on behalf of Tenant represents and warrants that Tenant is duly organized and validly existing; that this Lease has been authorized by all necessary parties, is validly executed by an authorized officer or agent of Tenant and is binding upon and enforceable against Tenant in accordance with its terms. The person executing this Lease on behalf of Landlord represents that Landlord has the necessary authority to enter into this Lease.

24.7 INTEGRATION OF AGREEMENTS

This writing is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of its terms, and all negotiations, considerations and representations between the parties hereto are incorporated herein. No course of prior dealings between the parties or their agents shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence to, a course of performance rendered under this Lease or any prior agreement between the parties or their agents shall not be relevant or admissible to determine the meaning of any of the terms or covenants of this Lease. Other than as specifically set forth in this Lease, no representations, understandings, or agreements have been made or relied upon in the making of this Lease. This Lease can only be modified by a writing signed by each of the parties hereto.

24.8 THIRD PARTY BENEFICIARY

Nothing contained in this Lease shall be construed so as to confer upon any other party the
rights of a third-party beneficiary. The provisions of this Lease shall be enforceable only by the parties.

24.9 CAPTIONS

The Article and Section headings contained in this Lease are solely for convenience of reference and shall not affect the meaning or interpretation of this Lease or provisions thereof.

24.10 NUMBER AND GENDER

As used in this Lease and where the context so requires, the singular shall be deemed to include the plural and the masculine shall be deemed to include the feminine and neuter, and vice versa.

24.11 SUCCESSORS AND ASSIGNS

The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.

24.12 NO PARTNERSHIP

Subject to any express provisions of this Lease to the contrary, no term, covenant or agreement contained in this Lease shall act to or be deemed or constructed to create a partnership or joint venture of or between Landlord and Tenant or to create any other relationship between the parties other than that of lessor and lessee.

24.13 EFFECTIVE DATE OF THIS LEASE

Unless otherwise expressly provided, all terms, conditions and covenants by Tenant contained in this Lease shall be effective as of the Lease Commencement Date.

24.14 MECHANICS’ LIENS

Except with respect to work at or for the Leased Premises performed by or on behalf of Landlord, its contractors or agents, if any mechanics' or materialmen's liens shall at any time be filed against the Leased Premises purporting to be for work, labor, services or materials performed or furnished to Tenant or anyone holding the Leased Premises through or under Tenant, Tenant shall cause the same to be discharged of record or bonded within forty-five (45) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged within forty-five (45) days after the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due; and the amount so paid by Landlord, and all costs and expenses, including reasonable attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord, as Additional Rent, on the first day of the next succeeding month. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished to Tenant upon credit and that no mechanics', materialmen, or other liens for any such labor or materials shall attach to or affect the estate or interest of Landlord in and to the land and improvements of which the Leased Premises are a part. Landlord shall have the same obligations as Tenant and Tenant the same rights as Landlord under this
subsection with regard to the Common Area and other portions of the Building, excluding the Leased Premises.

24.15 WAIVER OF RIGHT OF REDEMPTION

Tenant hereby expressly waives (to the extent legally permissible) for itself and all persons claiming by, through or under it, any right of redemption or right to restore the operation of this Lease under any present or future law in the event Tenant is dispossessed for any proper cause, or in the event Landlord shall obtain possession of the Leased Premises pursuant to the terms of this Lease. Tenant understands that the Leased Premises are leased exclusively for business, commercial and mercantile purposes and therefore shall not be redeemable under any provision of law.

24.16 MORTGAGE’S PERFORMANCE

If requested by any Mortgagee, Tenant shall give such Mortgagee written notice of any default by Landlord under this Lease and a reasonable opportunity to cure such default, provided that such Mortgagee has entered into a non-disturbance agreement with Tenant. Tenant shall accept performance of any of Landlord's obligations hereunder by any ground lessor or mortgagee relating to the financing of the Building.

24.17 MORTGAGEE’S LIABILITY

Unless in actual possession of the Leased Premises or the Building, no mortgagee or ground lessor relating to the financing of the Building shall have any liability whatsoever hereunder.

24.18 SCHEDULES

Each writing or plat referred to herein as being attached hereto as a schedule or exhibit is hereby made a part hereof, with the same full force and effect as if such writing or plat were set forth in the body of this Lease.

24.19 TIME OF ESSENCE

Time shall be of the essence of this Lease with respect to the performance by the parties of their respective obligations hereunder.

24.20 AMENDMENT

This Lease may be amended by and only by an instrument executed and delivered by each party hereto. No amendments of this Lease entered into by Landlord and Tenant, as aforesaid, shall impair or otherwise affect the obligations of any guarantor of Tenant's obligations hereunder, all of which obligations shall remain in full force and effect and pertain equally to any such amendments, with the same full force and effect as if the substance of such amendments was set forth in the body of this Lease.

24.21 SUBJECT TO APPROPRIATION

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Lease succeeding the first fiscal period, this Lease shall be cancelled automatically as of the beginning of the fiscal year for which
funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Landlord’s or the Tenant’s rights under any termination clause in this Contract. The effect of termination of the Lease hereunder will be to discharge both the Landlord and Tenant from future performance under the Lease, but not from their rights and obligations existing at the time of termination. The Tenant shall notify the Landlord as soon as it has knowledge that funds may not be available for the continuation of this Lease for each succeeding fiscal period beyond the first.

ARTICLE XXV. NOTICE

25.1 All notices, demands and requests required under this Lease shall be in writing. All such notices, demands and requests shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid, or hand delivered, or overnight delivery with receipt requested, addressed to Landlord or Tenant, at the Landlord Notice Address and Tenant Notice Address, respectively. Failure to deliver courtesy copies shall not affect the validity of any notice given. Either party may designate a change of address by written notice to the other party, in the manner set forth above. Notice, demand, and requests which shall be served by certified mail in the manner aforesaid, shall be deemed to have been given three (3) days after mailing or upon earlier refusal of delivery by the addressee. Notices sent by overnight delivery shall be deemed to have been given the day actually delivered or upon earlier refusal of delivery by the addressee. Without intending to limit the generality of the foregoing requirement that all notices, demands and requests be in writing, there are certain provisions in this Lease where, for emphasis alone, such requirement is reiterated.

If to Tenant:

Interagency Commission on School Construction  
351 W. Camden Street, Suite 701  
Baltimore, Maryland 21201

If to Landlord:

Maryland Stadium Authority  
The Warehouse at Camden Yards  
333 West Camden Street, Suite 500  
Baltimore, MD 21201  
Attention: Michael J. Frenz, Executive Director

With a copy to:

Office of the Attorney General  
200 St. Paul Place, 20th Floor  
Baltimore, MD 21202  
Attn: Cynthia Hahn, Counsel
ARTICLE XXVI. MANDATORY STATE PROVISIONS

26.1 AMENDMENT

This Lease may be amended by and only by an instrument executed and delivered by each party hereto.

26.2 DRUG AND ALCOHOL-FREE WORKPLACE

The Tenant warrants that it shall comply with COMAR 21.11.08 Drug and Alcohol-Free Workplace, and that the Tenant shall remain in compliance throughout the term of this Lease.

26.3 MARYLAND LAW PREVAILS

The provisions of this Lease shall be governed by the laws of the State of Maryland and the parties hereto expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies, if any, have been exhausted.

26.4 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Lease shall be deemed to constitute a waiver of any immunity to which the Authority or employees of the Authority or Tenant or employees of Tenant may be entitled to under the laws of the State of Maryland.

26.5 NONDISCRIMINATION IN EMPLOYMENT

Tenant agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

ARTICLE XXVII. TENANT REPRESENTATIONS

If applicable:

Tenant hereby represents and warrants that:

(a) It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and

(b) It shall obtain at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective seals effective as of the day and year first above written, regardless of when actually executed.

ATTEST:                        LANDLORD:

MARYLAND STADIUM AUTHORITY

____________________________________
Name:                            By: __________________________ (SEAL)
Title:                           Name:  Michael J. Frenz
                                  Title:  Executive Director

ATTEST:

TENANT:

____________________________________
Name:                            By: __________________________ (SEAL)
Title:                           Name:  Edward J. Kasemeyer
                                  Title:  Chairman

APPROVED AS TO FORM
& LEGAL SUFFICIENCY

By:     Assistant Attorney General
        For Maryland Stadium Authority

APPROVED AS TO FORM
& LEGAL SUFFICIENCY

By:     Assistant Attorney General
        For Interagency Commission on School Construction
Background Information:

On August 22, 2019, the IAC approved the following motion:

*To approve the closure and transfer of the Dr. Roland N. Patterson Sr. Building #82, located at 4701 Greenspring Drive, Baltimore, MD, 21209, from the Baltimore City Board of Commissioners (BOC) to the Mayor and City Council of Baltimore, as approved by the BOC on January 8, 2019, in accordance with the Memorandum of Understanding for the Construction and Revitalization of Baltimore City Public 3 / 5 Schools dated October, 2013 and amended August 2017, with the agreement that the city government will reimburse the state the outstanding bond debt service in the amount of $633,437.98, by the scheduled dates provided by the State Treasurer's Office. The Baltimore City Government shall obtain approval of the Interagency Commission before transferring any right, title, or interest to any portion of the property.*

COMAR 14.39.02.26(C) provides “the IAC may require the county to pay the State a proportional share of the disposition proceeds based on the proportion of the State's investment in the school property.” This share of disposition proceeds would be in addition to the City's repayment of the outstanding State bond debt. The City has provided an appraisal for this property of $2,850,000 which is included on the subsequent pages of this agenda. The City has negotiated a contract to sell the property to Choo Smith Youth Empowerment, Inc., a Maryland corporation, for the amount of the outstanding bond debt owed by the City to the State, or $633,437.98 (the State Treasurer's Office may accept a principal only payment of $477,784.59 if the City provides the repayment in a single lump sum). This contract, or land disposition agreement, is also included in this agenda.

Andy Frank, from the Baltimore City Comptroller's Office, is here today to present on behalf of the City. Mr. Frank will discuss the City's rationale for selling the property for below market value and the future of this property.
October 5, 2022

Edward Kasemeyer, Chair
Interagency Commission on School Construction
200 W. Baltimore Street, Suite 200
Baltimore, Maryland 21201

Dear Mr. Kasemeyer:

We write to confirm that City Board of Estimates approved a Land Disposition Agreement for 4701 Greenspring Avenue (former Roland N. Patterson school) that requires the purchaser, Choo Smith Youth Empowerment, to pay $477,788 for the property, which equals the bond debt outstanding that the City of Baltimore owes the State of Maryland. The City is receiving no additional compensation.

Sincerely,

Andrew Frank
To: Honorable President and Members of the Board of Estimates

DATE: September 22, 2021

Dear President and Members:

**ACTION REQUESTED OF B/E**

The Board is requested to approve and authorize execution of a Land Disposition Agreement (LDA) for the sale of City-owned property located at 4701 Greenspring Avenue (Block 4760, Lot 001) to Choo Smith Youth Empowerment, Inc. (CSYE), a Black-led Maryland non-profit organization (“Developer”).

**AMOUNT OF MONEY AND SOURCE**

The purchase price is $477,788, which equals the bond debt outstanding that City owes the State upon disposition of the property.

**BACKGROUND/EXPLANATION**

The former Roland Patterson school was closed and returned to the City for disposition in the summer of 2019. The Space Utilization Committee declared the property surplus in November 2019. City Council Ordinance 20-457, which was approved by the Mayor and City Council on December 2, 2020, authorizes the City to sell the parcel.

Under the terms of the LDA, the City will convey its rights, title and interests in 4701 Greenspring Avenue (Block 4760, Lot 001) to Choo Smith Youth Empowerment (CSYE) for $477,788. This amount will cover the balance of unpaid bond debt service owed by the City to the State of Maryland.

Formerly known as the Dr. Roland N. Patterson school, the property is improved with a four-story 347,800 square foot building (“Existing Building”) located at the convergence of several neighborhoods. A portion of the property will be retained by the city and assigned to the Department of Recreation and Parks for use as recreational fields by the community and a nearby school. Prior to settlement, the city is responsible for completing a survey and subdivision of the fields to determine the exact extent of the acreage being conveyed to CSYE.

Charles “Choo” Smith, Jr. is the President and Chief Executive Officer of CSYE, a Maryland nonprofit corporation, headquartered in Owings Mills, Maryland. Founded in 2007 by Mr. Smith, CSYE is committed to providing services and programs that focus on the personal development of youth. CSYE provides Baltimore area children and youth with basketball instruction as well as a future leader program that instills the characteristics of an off the court leader. The LDA anticipates and allows CSYE, subject to City approval, to bring on a co-developer to assist with the phases of development. CSYE or an affiliate will retain majority ownership of the property and Mr. Smith will remain the primary day-to-day decision maker.
CSYE proposes to develop a mixed use “CommuniVersity” that will be designed to convey the look and feel of a college campus. The components of the $100 million project are:

- Renovation of a portion of the Existing Building into a community resource center for youth, adults and seniors, that will include, but not be limited to: life and vocational skills, K-12 tutoring/mentoring, IT network training, mock courtroom, cultural enrichment, early childhood development, 3D printing, advanced manufacturing spaces and indoor sports with an emphasis on basketball;
- Approximately 83 new workforce townhomes;
- An estimated 187-unit affordable apartment building or condominiums (80 percent market rate and 20 percent affordable) in the Existing Building;
- Retail and an Urgent Care Center;
- Solar panels installed in all phases, where possible.

The mix of for-profit and non-profit uses meets multiple community and City objectives. CSYE is a proven and long-standing provider of programs and services to the community. The proposal offers an integrated solution that optimizes education and learning resources, physical well-being and health, life-skills and leadership training. The nearby communities, which are on record supporting the project, and neighborhoods citywide will benefit from the numerous programs and services provided by CSYE and its affiliates. The townhouses and apartments or condominiums will retain and attract residents to Baltimore City, generating an estimated Present Value of nearly $13.9 million in incremental tax revenue to the city over 15 years. The retail and Urgent Care components will create jobs, provide services to the communities and generate an estimated Present Value of approximately $500,000 in incremental tax revenue over 15 years.

Pursuant to the LDA, the terms and condition that apply include, but are not limited to the following;

- If CSYE submits to the satisfaction of the City an all-encompassing funding commitment letter that addresses all components of the project (i.e. townhouses, apartments/condos, community services, retail, etc.), the City will convey the parcel in a single settlement. Otherwise, the City will settle in two phases – the townhouse phase and the existing building phase.
- The City retains the right to approve any co-developer for the project or phase of the project. The co-developer must have the qualifications and financial capacity, satisfactory to the City, to fulfill the obligations undertaken in the LDA.
- As with all LDA’s, the City maintains the right, under certain conditions, to take possession of the property/phase if the Developer is found to be in default or violation of the certain terms and conditions of the LDA.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE APPRAISED VALUE:

The City is selling the property for less than appraised value for the following reasons:

- The non-profit community resource center will need to raise substantial funding from government, foundations and private sources to deliver the extensive range of services planned. By selling the building for less than appraised value, the city is supporting and facilitating the central feature of the proposed development and the one that is at the core of the communities’ support – the community services – by narrowing the funding gap.
• According to a 2017 asset conditions report, the building, as is, needs a minimal capital investment of approximately $48 million to address immediate repairs including life safety, HVAC, electrical, plumbing, and other systems that have reached the end of their life cycle or have failed. Any new owner would have to incur these expenditures to make the building operational for its utilization.
• The sale of this property now will allow the City to eliminate expenses associated with maintaining this large building which is in a poor state of repair. According to a report by the Department of General Services, the estimated annual city cost to maintain the building and land over ten years is nearly $7 million.
• This mixed-use, mixed-income proposal knits together six nearby neighborhoods. It is a major redevelopment project that reflects the different underlying economic conditions of the surrounding neighborhoods.
• The project will generate a Present Value of incremental taxes over 15 years of approximately $14.4 million.
• The city’s internal rate of return (IRR) on an investment of $2,243,000, which is the difference between the appraised value and the $477,788 purchase price, is about 45%.

**MBE/WBE PARTICIPATION:**

The Developer covenants and agrees to meet the following MBE and WBE participation goals for this project:

MBE GOAL 27%
WBE GOAL 10%

The Land Disposition Agreement has been approved by the Law Department as to form and legal sufficiency.

APPROVED BY THE BOARD OF ESTIMATES

Clerk

Date

OCT 20 2021
LAND DISPOSITION AGREEMENT

THIS AGREEMENT, is made this ____ day of ___________ 2021 (the "Effective Date"), by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a body corporate and politic, and a political sub-division of the State of Maryland (hereinafter referred to as the "City"), acting by and through the Office of the Comptroller (hereinafter referred to as the "Department"); the Department of Housing and Community Development (hereinafter referred to as "DHCD") (the Department and DHCD are sometimes referred to as the "City"); and CHOO SMITH YOUTH EMPOWERMENT, INC., a Maryland corporation (hereinafter sometimes referred to as the "Initial Developer").

RECITALS

A. The City owns the Property as such term is defined in Section 1.01 of this Agreement.

B. In accordance with this Agreement and City Council Ordinance 20-457 enacted on December 2, 2020 (the "Sales Ordinance") which authorizes the City to dispose of the Property, the City wishes to convey the Property to the Developer (as such term is defined in Section 1.01) and the Developer wishes to purchase the Property from the City.

AGREEMENT

WITNESSETH, that for and in consideration of the premises and the mutual obligations of the parties hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the Developer, for themselves, their successors and assigns, hereby covenant and agree as follows:

IAC Meeting 10/13/2022

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ARTICLE I

GENERAL TERMS OF CONVEYANCE

1:01. **Conditions of Conveyance.** Subject to the conditions of this Agreement, and to the performance by the parties hereto of the duties and obligations on the part of each to be performed hereunder, the City does hereby bargain and sell all its right, title and interest in the Property, and the Developer does hereby purchase and buy from the City all its right, title and interest in the Property (the "Conveyances"), subject to the restrictions, covenants, conditions, terms, and provisions hereinafter mentioned. For purposes of this Agreement, "Property" means collectively: (a) the parcel of real property containing approximately twenty-four and seven hundred ninety-six one thousandths (24.796) acres as described in Schedule A and depicted on Schedule A-1, subject to the subdivision as referenced in Section 1.05A(d), which subdivided athletic fields are not included in the Property, and a building formerly known as the Roland Patterson Elementary School (the "Existing Improvement") being approximately three hundred forty-seven thousand eight hundred square feet (347,800) in size; (b) the Improvements to be constructed (as defined in Section 1.04 of this Agreement); (c) all strips and gores, if any adjacent, abutting, or relating to the Property; (d) all mineral, oil, gas rights, water rights, sewer rights, and other utility rights specifically allocated to the Property; and (e) all the right, title, and interest of City in and to all easements, rights-of-way, and other rights, privileges, and appurtenances relating to or used in connection with the Property. The term Developer as used in this Agreement in addition to the Initial Developer executing this Agreement shall also include a developer of a Phase as explained in the Conceptual Plan as described in Schedule B referenced below which Conceptual Plan the Developer has prepared and has been reviewed and approved by the City in accordance with the provisions of Article V and who has agreed to be bound by the terms of this Agreement.

1:02. **Term:** The term of this Agreement shall be 10 years from the date hereof.
1:03 Conceptual and Master Plan: The Developer has prepared and attached as Schedule B hereto and incorporated herein a conceptual plan of development of all the Property (the “Conceptual Plan”). The Conceptual Plan generally provides that the Project as defined below will be developed as a community center that is proposed to include recreational, educational, counseling, health and/or other services, as well as a retail component. Additionally, a portion of the Property is proposed to be subdivided for housing development, which is intended to be for homeownership (single family ownership or condominium units). However, such Conceptual Plan shall be preliminary to preparation of a comprehensive plan of development for all the Property (“Master Plan”) which Master Plan shall be subject to the review and approval of the City in accordance with the terms of this Agreement. The Master Plan shall be presented to the City within nine (9) months after the date that the City causes all parties to vacate the Existing Improvements. The Master Plan must conform to the requirements of the Coldspring Neighborhood Development Urban Renewal Plan adopted by Ordinance No. 242 enacted January 8, 1973, as amended (the “Renewal Plan”), so that no amendment of the Renewal Plan would be necessary for full implementation of the Master Plan, other than minor revisions to reflect permitted uses described in the Conceptual Plan or as otherwise requested by Developer and approved by the City. Should the parties not be able to agree on a Master Plan within ninety (90) days of its submission to the Department for review after use of their respective good faith efforts, either party hereto may at its option upon ten (10) written notice terminate this Agreement. Failure of the Developer to submit a Master Plan as aforesaid shall give the Department the immediate right to terminate this Agreement upon ten (10) days prior written notice.

1:04 Improvements. Upon approval of the Master Plan, the parties agree to modify Schedule B if necessary (the “Project”) to comply with the Master Plan. Initially it is anticipated that the Project will have three (3) phases (each a “Phase”) as are described in Schedule B. The
parties agree that the Project may have fewer or more than 3 Phases as may be approved by the City.

It is the intention of the parties that after the approval of this Agreement by the Board of Estimates, due diligence will be performed by both the Developer and the City in accordance with the provisions of Section 1.05A (Conditions Precedent to Settlement) to determine whether the entire Property can be conveyed by the City to the Developer in one Settlement. However, until such time as the City in its sole but reasonable discretion determines that the Developer has obtained or will obtain financing commitments for entire the Project in accordance with Section 1.05A(a) below (the “One Settlement Approval”), conveyance of the Property shall occur in two (2) or more Settlements, which the Developer anticipates would be: one Settlement for the townhome development (“Settlement One”) and one Settlement for the remainder of the Property (“Settlement Two”); provided, however, that the Developer shall have the right to change the order of such Settlements based on the approved Master Plan.

The term “Improvements”, including the Existing Improvement as used in this Agreement, means the structure or structures to be renovated or constructed subsequent to the date of this Agreement, landscaping, and site preparations all as will be shown in Construction Plans as defined in Section 3.05. As of the date of this Agreement, the Existing Improvements consist of that certain former school building known as the Dr. Roland Patterson School which building is scheduled for rehabilitation and certain other improvements associated with the Existing Improvement on the Property, including certain outdoor paved parking areas and athletic fields.

1.05A. Conditions Precedent to Settlement. The Department shall convey the entire Property to the Developer at one Settlement (subject to the One Settlement Approval), or at Settlement One and Settlement Two, once the conditions described in this Section 1.05A have been met in the City’s sole but reasonable discretion:
a. The Developer has furnished evidence reasonably satisfactory to the
Department that the Developer for the applicable portion of the Property has the equity capital
and/or commitments for mortgage financing or other financing adequate for the construction of
the Improvements for the property being conveyed at such Settlement, and the other required
submissions required by this Section, which may include, without limitation, Sole Sourced
Comprehensive (Plenary) Funding or other comprehensive funding for more than one Phase of
the Project or for the entire Project. Should the City in using its reasonable discretion not be
satisfied that the equity capital and/or commitments for mortgage financing or other financing
are adequate, the parties shall meet within five (5) business days to attempt to resolve the issue
but the City's determination shall be final.

b. Subject to force majeure events, the City agency currently occupying the
Existing Improvements has vacated the Property, which shall occur by no later than March 31,
2022 (unless the Developer elects to waive this requirement for any Settlement that does not
include the Existing Improvements).

c. The Developer has submitted a Commitment to Comply with Article V,
Subtitle 28, of the Baltimore City Code (2000 Edition) substantially in the form attached to
Schedule C, and made a part hereof, in which the Developer undertakes to carry out all of the
provisions of this Agreement entitled "Commitment to Comply". In addition, the Developer
agrees to comply with the Mayor's Executive Order entitled Employ Baltimore which is attached
as Exhibit C-1 hereto and incorporated herein. It is recognized by the Developer that
Commitment to Comply shall apply to the whole Project.

d. (i) Subdivision of the Property to separate the athletic field bordering on
Tamarind Road located on the south side of the Property as shown in more detail on Schedule A-
1, the cost of which shall be at the expense of the City, which subdivision shall not impose any
new easements or otherwise burden the Property (the “Athletic Field Subdivision”), and the City agrees that the Athletic Field Subdivision will be completed by no later than December 31, 2021, and (ii) subdivision of the remainder of the Property as required if there will be more than one Settlement, which subdivision will be at the Developer’s expenses.

e. Satisfaction of the requirements of the Public School Property Transfer Agreement between the Interagency Commission on School Construction and the City, which the City shall obtain as soon as possible.

The Developer anticipates that the Project will be constructed in accordance with the projected timelines set forth in Schedule D, subject to extension by Force Majeure. Further, the Commissioner shall have the authority to approve changes to the projected timelines upon written request by the Developer.

1:05B **Conditions Precedent to Construction.** The Developer will not start construction on the Project or a Phase, as applicable, until the conditions described in this Section 1.05B have been met:

a. Construction Plans for the applicable portion of the Project have been submitted by the Developer and approved by DHCD as provided in Section 3:07.

b. The Developer for the applicable portion of the Property has furnished the DHCD with a copy of the proposed construction contract for the Improvements to be constructed on such Property.

c. The Developer has furnished DHCD with a proposal for performance and payment surety bond or other assurance of completion acceptable to DHCD, in its reasonable judgment, based upon the contract cost for the Phase to be constructed on the applicable portion of the Property, conditioned upon the faithful performance of the construction contract and payment for all labor and materials, said bond to be payable to the Developer, the Mortgagee,
and to the City, as their interests may appear, and to be with sureties approved by DHCD, in its reasonable judgment.

d. The Developer has obtained Building Permits and has paid all application fees in connection therewith for the construction of the improvements to be constructed on the applicable portion of the Property described in the Building Permits which are in accordance with the Construction Plans approved by DHCD.

1:06. Purchase Price. The Purchase Price and the manner of payment for the Property is set forth in Schedule E attached to and hereby made a part of this Agreement.

1:07. Settlement. Settlement One and Settlement Two, or if the City has agreed for the entire Property to be conveyed in one Settlement (in any case, each such settlement is referred to as a “Settlement”) for the Property shall take place on a date and at a time (the “Settlement Date”) and place in Baltimore City, Maryland agreed to by the Developer and the Department, but in any event no earlier than thirty (30) days and no later than sixty (60) days from the date in which the City can deliver full occupancy of the building free of any tenants and satisfaction that the other conditions described in Section 1.05A have occurred and following delivery by Developer to the City of Developer's intent to proceed to settlement and setting a Settlement Date. The parties may mutually agree based on circumstances to an earlier Settlement Date for the Existing Improvement.

1:08. Conditions of Title. At the time of Settlement, the City shall convey to the Developer, by deed (the “Deed”) the form of which is attached as Schedule F, good and marketable, insurable fee simple title to the portion of the Property being transferred at Settlement, free and clear of all liens, leases, and other encumbrances, and title defects, but subject to and with benefit of all terms, conditions, covenants, rights, restrictions set forth in this
Agreement, any and all municipal utilities, and any easements both recorded and unrecorded approved by the Developer in writing necessary for the full development of the Property according to this Agreement. The City represents and warrants to the Developer that on and as of the respective Settlements, the portion of the Property being conveyed shall not be subject to any leases, tenancies, or occupancy agreements and no service contracts shall be in effect.

1:09. **Insurable Title.** An insurable title is one for which any A.L.T.A. approved title company (the "Title Company") will issue an owner's and mortgagee title insurance policy at standard title insurance premium rates.

1:10. **Deed Covenants.** The deed or deeds conveying the Property shall contain covenants of special warranty and further assurances against encumbrances.

1:11. **Deliveries on Settlement Date.**

(a) At each Settlement, the City shall execute and deliver, or cause to be executed and delivered, to the Developer the following:

   (i) The Deed transferring and conveying to the Developer good and marketable, insurable fee simple title to the portion of the Property being conveyed, free and clear of all mortgages, deeds of trust, security interests, and other liens and free and clear of all encumbrances other than those encumbrances, if any, that the Developer shall have notified the City in writing are acceptable to the Developer or which have been waived by the Developer in accordance with the terms and conditions of this Agreement.

   (ii) A Bill of Sale, in a reasonable form, transferring any personal property related to the portion of the Property being conveyed to the Developer (the "Bill of Sale").

   (iii) The settlement statement (the "Settlement Statement") reflecting the Purchase Price, reflecting all adjustments and prorations required to be made in accordance
with the terms and conditions of this Agreement at Settlement, and other amounts payable by the
Developer and the City on the Settlement Date pursuant to this Agreement.

(iv) Such other documents as are reasonably required by the Title
Company to effectuate the provisions of this Agreement including, without limitation, any
required consents, agreements or authorizations of any City agencies, as determined by the City,
and as may agreed to by the State of Maryland from the Interagency Commission on School
Construction, or under the Transfer Agreement.

(b) Deliveries by the Developer. On the Settlement Date, the Developer shall
execute and deliver, or cause to be executed and delivered, to the City the following:

(i) The Purchase Price, as required by Exhibit E, which shall be paid
at the first Settlement.

(ii) The Settlement Statement.

(iii) Documentation to establish to the satisfaction of the Title
Company the due authorization of the Developer to purchase the applicable portion of the
Property from the City and the Developer’s delivery of the documents required to be delivered
by it pursuant to this Agreement, proof of the power and authority of the officer of the Developer
executing any instruments, documents, or certificates on behalf of the Developer to act for and
bind the Developer, and the existence in good standing of the Developer as an approved legal
entity formed under the laws of the State of Maryland.

(iv) Such other documents as are reasonably required by the Title
Company to effectuate the provisions of this Agreement.

1:12. Notice of Title Defect. If the Developer claims any title defect will cause any
portion of the Property to be unmarketable or uninsurable or that any other aspect of title to the
Property is not acceptable (a “Title Defect”), then and in any such event, said defect shall be
brought to the attention of the Department and the City's Law Department in writing at least thirty (30) days prior to the applicable Settlement Date and the City shall make all reasonable efforts, at the City's expense, to eliminate such Title Defect at the earliest possible time prior to conveyance.

1:13. **Title Defect-Developer.** If on a Settlement Date, and after notice is properly given pursuant to Section 1:12 of this Agreement, title is not good and marketable, not insurable, not free and clear of all mortgages, deeds of trust, security interests, and similar liens and encumbrances (including any leases or tenancies), or is otherwise not acceptable to Developer, Developer may, at its option, declare this Agreement null and void or accept such conditional title as City has, without diminishment of the Purchase Price. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, at or before the applicable Settlement Date and at the City's sole cost and expense, the City shall cause to be satisfied and removed of record all mortgages, deeds of trust, security interests, and other liens applicable to the Property. Developer shall have the right to extend the Settlement Date to allow the City to cure such Title Defects and if the City is unable to cure such Title Defects within thirty (30) days after the scheduled Settlement Date, the Developer may terminate this Agreement.

1:14. **Settlement Expenses.** The Developer will pay, with respect to the Conveyance, all Department fees and charges applicable to the Conveyance typically charged by the Department in connection with transfers similar to the Conveyance, premiums for any title insurance policies procured by the Developer, and the full expense of the proper recording of documents among the Land Records of Baltimore City.

1:15. **Tax Equivalency Charge.** At time of the first Settlement, the City shall submit to the Developer and the Developer shall at that time pay a tax equivalency charge (in place of real property taxes for the portion of the Property being conveyed for the portion of the assessment
period after the Settlement Date until the next July 1st). The tax equivalency charge shall be
calculated on the Purchase Price at the City and State tax rates and prorated for the remainder of
the tax year in which settlement is made, subject to any exception from such tax equivalency
charge to which the Developer is entitled.

1:16. **Lien Adjustments.** The Department shall pay all taxes, sewer and water charges
and other assessments or charges with respect to any period before delivery and the conveyance
of the Property to the Developer. Taxes, charges or assessments incurred during any period after
the conveyance shall be paid by the Developer unless Developer obtains an exemption from
State Department of Assessment and Taxation.

END OF ARTICLE I

ARTICLE II

SITE PREPARATION

2:01. **Developer’s Obligations.** The Developer agrees that it shall, at its own expense,
obtain all requisite approvals, and make all improvements to a Phase necessary to develop the
Phase in accordance with the Master Plan, Renewal Plan and this Agreement:

   a. **Sub-Division.** Except for the Athletic Field Subdivision which shall be
      accomplished and paid for by the City, the Developer shall apply and pay for all sub-division plans
      as may be necessary for the Developer to develop each Phase in accordance with this Agreement
      and applicable subdivision laws and regulations. Developer, after making application, shall
      complete sub-division process without delay.

   b. **Ordinances.** The Department to the extent indicated in such approved
      Master Plan, shall at Developer’s request be responsible for the introduction of all necessary
      Ordinances and actions necessary for any conditional use approval, planned unit development, or
related approval allowing construction of the Project, as well as for a street and alley openings, closings, sales ordinances and opening and closing procedures. The Developer at its cost shall provide the Department with all necessary title reports in form acceptable to the Department as required for the said proceedings and prior to the commencement thereof and if insufficient then as requested, pay the anticipated costs associated with street and alley openings, closings and sales ordinances in addition to paying the Purchase Price.

c. **Paving.** The Developer shall perform or cause to be performed all work related to the installation of new curbs, gutters and sidewalks adjacent to the Phase at its own expense, to the extent required by the plans for any Phase.

d. **Utility Adjustments.** The Developer shall perform or cause to be performed at its own expense all public and private utility and appurtenance construction, relocation and adjustments such as water mains, sanitary sewers, storm drains, electric or telephone poles and electrical conduits.

e. **Construction.** The Developer shall perform or cause to be performed all work related to construction sediment and erosion control and storm water management procedures at its own expense.

2:02. **City Support.** The City shall use all reasonable and customary efforts to assist the Developer in obtaining the necessary permits and approvals.

2:03. **Initial Site Preparation and Demolition Work.** Upon approval of the Board of Estimates of this Agreement, the Developer shall have the right to enter the Property for purposes of investigation and preliminary work as described in the Right of Entry attached hereto as Exhibit H, and the City shall sign and deliver the Right of Entry to the Developer upon the Developer's request.

END OF ARTICLE II
ARTICLE III

CONSTRUCTION OF IMPROVEMENTS

3:01. Design Review. The Developer, as soon as possible after the execution of this Agreement and, in any event, prior to beginning the preparation of design development plans and specifications shall confer with the Department of Planning on the functional and aesthetic aspects of the same. Following this initial conference, the Developer agrees to attend periodic conferences called by the City for the same purposes while Preliminary Plans and Construction Plans, as defined in this Article are being prepared.

3:02. Preliminary Plans Defined. Preliminary Plans shall include but not be limited to floor plans and facade elevations developed to show the architectural character and use of the Improvements, and site plans indicating the location of the Improvements and dimensions of property lines, existing and proposed utilities, landscaping, and vehicular parking and loading areas.

3:03. Preliminary Plan Submission. Within one hundred twenty (120) days after the Master Plan is approved, the Developer shall deliver to the DHCD for its review and approval a set of the Preliminary Plans for the initial Phase.

3:04. Preliminary Plan Review and Approval. If the Preliminary Plans, in the opinion of DHCD, reasonably exercised, conform to the provisions of the Renewal Plan, and this Agreement, and are functionally and aesthetically desirable, the DHCD shall approve the same. The Preliminary Plans shall, in any event, be deemed to have been approved by the DHCD unless rejected, in whole or in part, in writing, within thirty (30) days after their submission, as not being in conformity with said criteria, specifying the reasons for the rejection. Rejection and resubmission of corrected materials hereinabove provided shall continue until the Preliminary Plans have been approved by DHCD; provided, that in any event, the Developer shall have
submitted revised Preliminary Plans no later than sixty (60) days after the original submission of said plans and shall diligently work with DHCD to obtain approval of such revised Preliminary Plans.

3:05. Construction Plans Defined. Construction Plans shall mean complete working drawings suitable for bidding.

3:06. Construction Plan Submission. The Developer shall submit to DHCD for its approval Construction Plans for the Phase within one hundred twenty (120) days after approval of the Preliminary Plans.

3:07. Construction Plans Review and Approval. The provisions of Section 3:04 regarding approval, rejections and resubmission of Design Plans shall likewise apply to Construction Plans. In any event, however, the Developer shall have submitted acceptable Construction Plans and obtained approval, in writing, of said Construction Plans within ninety (90) days following submission.

3:08. Conformity of Construction Plans. Final Construction Plans and all work by the Developer with respect to each Phase and construction of the Improvements thereon shall be in conformity with the Renewal Plan, this Agreement, the Building Code of Baltimore, and all other applicable laws and regulations.

All work performed on the construction of the Improvements shall conform to the approved Construction Plans. It is agreed that change orders or modifications which do not materially affect the site plans, facade elevations or other exterior design elements of the Improvements shall not constitute a deviation from the approved Construction Plans. Any other change order or modification to the site plans, facade elevations or other exterior design elements shall be submitted in writing and approved by the Department before its implementation. If DHCD neither
approves nor disapproves in writing within twenty (20) days of receipt of such change order or modification then it shall be treated as having been approved.

In the event the Developer fails to comply with the foregoing requirements, DHCD may, within a reasonable time after discovery thereof by the DHCD direct in writing that the Developer so modify or reconstruct such portion or portions of the Improvements as are not in conformance with the approved Construction Plans or any approved modifications in order to bring them into conformance. The Developer shall promptly comply with such a directive. In addition to any other remedies available under this Agreement, the City may enforce the provisions of this Section by an action in a court of appropriate jurisdiction to compel compliance.

3:09. **Building Permits.** Within ninety (90) days after approval by DHCD of Construction Plans, the Developer shall apply for all necessary building permits for the applicable Phase and thereafter the Developer shall diligently pursue such application and pay all fees and costs associated therewith.

3:10 **Commencement of Construction.** Within sixty (60) days after the later of the date of Settlement or the issuance of all necessary building permits and other permits needed to construct a Phase, the Developer shall commence the construction of the Improvements for such Phase and shall thereafter cause the Improvements to be completed in accordance with the approved Construction Plans and the Master Plan.

3:11. **Progress Reports.** The Developer subsequent to the conveyance of the Phase to the Developer and until issuance of a Certificate of Completion, shall make in such detail as may reasonably be required by the Department, a report in writing to the Department as to the actual progress of the Developer with respect to such development and construction. The Developer shall submit the report from time to time to the Department within thirty (30) days after the Department requests the report by express written notice to the Developer, but the Developer shall not be
required to provide a report more frequently than at ninety (90) day intervals. During such period, also, the work of the Developer shall be available for inspection by representatives of the City.

3:12. **Completion of Construction.** The Developer shall diligently execute to completion the construction of the Improvements for a Phase and shall complete such construction not later than thirty-six (36) months from the date that construction started on such Phase, or as may be extended by permission of the Department, which shall not be unreasonably withheld.

3:13. **Certificate of Completion.** The Department, promptly after completion of a Phase, in accordance with the provisions of the Master Plan and this Agreement, shall furnish the Developer with an appropriate instrument so certifying, which shall be in such form as will enable it to be recorded among the Land Records of Baltimore City (the "Certificate of Completion"). A copy of the form of the Certificate of Completion is attached hereto and incorporated herein as Exhibit G. Such certification by the DHCD shall be a conclusive determination of satisfaction of the agreements and covenants in this Agreement and in the Deed or Deeds with respect to the obligations of the Developer, its successors and assigns, and every successor in interest to the Phase, to construct the Improvements and dates for the beginning and completion thereof, provided that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof or that the Improvements have been constructed in accordance with the plans approved by the DHCD Permits and Plans Review Section.

If DHCD shall refuse or fail to provide such certification in accordance herewith, within thirty (30) days after written request therefore by the Developer, then DHCD shall within said thirty (30) day period provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the Improvements in accordance with the
provisions of this Agreement, or is otherwise in default, and what measures and acts, in the opinion of DHCD, the Developer shall take or perform in order to obtain such certification of completion. No such certification shall be unreasonably withheld by the DHCD. If the DHCD without justification shall refuse or fail to provide any such Completion Certificate within the time set forth above, then DHCD shall be conclusively deemed to have issued said Certificate of Completion.

3:14. General Liability Insurance. Prior to entering upon the Property or Phase, the Developer or its contractor will maintain a policy of insurance acceptable to the City issued by a financially responsible company to protect the City and the party or parties legally responsible for maintaining and operating the Phase, including abutting sidewalks, against all claims, property damage and personal injury, including death, which may arise from or in connection with such operation. The minimum amount of such insurance shall not be less than One Million Dollars ($1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. With those polices with aggregate limits, a minimum of Three Million Dollars ($3,000,000) is required. Said insurance is to be issued in the name of the Developer. The Mayor and City Council of Baltimore shall be named as additional insured under said insurance. Unless otherwise approved by the City, insurance is to be placed with insurers with a Best rating of no less than A: VII and must be licensed and approved to do business in the State of Maryland. The Certificate evidencing such insurance coverage shall be delivered to the Department and shall be approved by the City Solicitor’s Office. Said policy shall provide that not less than forty-five (45) days prior written notice of cancellation shall be given to the Department. There will be an exception for non-payment of premium, which is ten (10) days.

3:15. Compliance with Law. The Developer will comply in every respect with any and all Federal, State and municipal laws, ordinances, rules, regulations, orders, and notices now or
hereafter in force or issued which may be applicable to any and all of the work or operations to be done, performed or carried on by the Developer under the provisions of this Agreement.

3:16. Extensions of Time. Subject to the provisions of this Agreement, the times within which the Developer must submit the Master Plan, Preliminary Plans, Construction Plans, evidence of equity capital, commitments for mortgage financing, and the times within which the Developer must commence and complete the development of a Phase, and the construction of the Improvements thereon, and the time for settlement as specified in Section 1:05 of this Agreement may be extended in writing by the Department, in its sole but reasonable discretion, upon good and sufficient cause therefore being shown by the Developer for such periods of time as the Department deems advisable.

END OF ARTICLE III

ARTICLE IV

RESTRICTIVE COVENANTS

4:01. General Covenants. The Developer agrees for itself, and its successors and assigns, and every successor in interest to a Phase, or any part thereof to include or incorporate by reference the following restrictive covenants as part of any deed, lease, or other conveyance of all or any part of a Phase:

a. The Developer will not enter into, execute, or be a party to any covenant, agreement, lease, deed, assignment, conveyance, or any other written instrument, which restricts the sale, lease, use or occupancy of a Phase, or any part thereof, or any Improvement placed thereon, upon the basis of national origin, race, religion, sex or color.

b. The Developer will comply with all Federal, State and local laws, in effect from time to time, prohibiting discrimination or segregation, and will not discriminate by reason of national origin, race, religion, sex or color in the sale, lease, use or occupancy of the Phase.
4:02. **Use Restrictions.** The Developer further agrees for itself, and its successors and assigns, to include or incorporate by reference the following covenants as part of any deed, lease, or other conveyance:

a. The Developer shall develop each Phase in accordance with this Agreement.

b. The Developer shall devote the Phase only to the uses as allowed in the applicable Master Plan, Zoning and Urban Renewal Ordinances as such may be amended and to no others.

c. No building, structure, or parking area shall be constructed over a public easement recorded in the Land Records without the prior consent of the Commissioner of the Department of Housing and Community Development and the Director of Public Works.

d. All land not covered by structures, paved parking, loading, or related service areas, paved areas for pedestrian circulation, or decorative surface treatment must include planting any, all, or a combination of the following: trees, shrubs, ground cover, grass, or flowers. The kind of landscape treatment should be determined by the nature of the development, the impact of the development on the surrounding area, and should serve to improve the utility of the site, soften and relieve the effects of structure and pavement and provide a visual harmony. All screening and landscaping shall be maintained in good condition.

e. Off-street parking requirements are as established in the Zoning Ordinance of Baltimore City or in such lesser amount as may be authorized by the Board of Municipal and Zoning Appeals as a Special Exception.

f. Standards for signs, unless otherwise limited by the provisions of the Master Plan shall be as set forth by the Baltimore City Zoning Ordinance. These standards regulate the size, type, placement, permanence and non-conformance of signs.
g. After the issuance of a Certificate of Completion by the Department, no material change, alteration or addition shall be made on the site plan, facade elevations, or other exterior design elements of the Phase until the preliminary sketch drawings of the site plans and structure elevations and the Construction Plans reflecting these changes, alterations or additions are submitted to and approved in writing by the Department.

h. Maintenance. The Developer, its successors and assigns, at its sole cost and expense, at all times, shall keep all buildings, structures, improvements, fixtures, equipment machinery, and walkways and other paved areas constructed, installed, erected, or located on the Phase in good and safe order and condition and in full and complete repair, both inside and outside, structurally and otherwise, including the necessary and proper painting. All parking spaces, walkways, trees and shrubs, landscaped and other open and paved areas constructed, erected or installed on the Phase shall be kept by the Developer in a neat, clean, orderly and sanitary condition including the removal of refuse, rubbish, snow and ice.

4:03. Covenant Time Limitations. It is intended and agreed, and the Deed for a Phase shall so expressly provide, that the covenants provided in Section 4:01 shall run and bind with the land forever; and the covenants provided in Section 4:02 shall remain in effect for twenty (20) years with the exception of the Renewal Plan as it may be extended and amended, which shall last for the period of time set forth in such Renewal Plan.

END OF ARTICLE IV

ARTICLE V

ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

5:01. Policy against Speculation. The Developer represents and agrees that its purchase of the Property and its other undertakings pursuant to this Agreement are, and will be used, for the purpose of the development of the Phases and not for speculation in landholding. The Developer
further recognizes that its qualifications and identity are one of several criteria influencing the City to enter into this Agreement and that a transfer of any interest in the Developer or any other act involving or resulting in a significant change in identity of the parties in control of the Developer or the degree thereof, is for practical purposes a transfer or disposition of a Phase and therefore of particular concern to the City, subject to Section 5:02 below.

5:02. Restrictions against Transfer of Interests in Developer and/or a Phase. For the foregoing reasons, Developer represents and agrees for itself and any successor in interest of itself that except only by way of security for and only for the purpose of obtaining financing necessary to enable Developer or successor in interest to perform its obligations with respect to making the Improvements under this Agreement, Developer has not made or created, and that it will not, prior to the proper completion of the Improvements on a Phase as certified by the Department, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance or land lease (but excluding space leases to tenants in the Property or sale of newly constructed townhomes or condominium units to purchasers, and the sale proceeds and rents from any such transactions shall be the property of Developer) or any trust or power, or transfer of ownership in Developer, or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Department, which approval shall not be unreasonably withheld. Notwithstanding the foregoing terms of this Article V, Developer shall be entitled, after obtaining the Department's consent, to transfer or convey a Phase to an approved Developer affiliate, or to assign to a Developer affiliate the right to have the City convey directly to the Developer of the Phase at Settlement. Permitted Developer affiliates shall include any entity which Developer is a member, so long as Developer or Choo Smith controls the day to day operations of the entity, subject to major decisions. The City acknowledges that Developer affiliates will allow Developer to partner with investors to allow for the financing and development of each Phase and operation and
management of the Project. Developer shall cause any affiliate to whom any such transfer, conveyance or assignment is made to assume Developer's obligations under this Agreement, by a written agreement in form and substance satisfactory to the City, but such assumption shall not release or otherwise relieve Developer of any of its obligations under this Agreement, and Developer shall remain fully liable as if the assumption had not occurred.

5:03. **Conditions to the Approval of Assignment or Transfer.** With the exception of the acquisition of title to the Property by a Mortgagee through assignment, foreclosure, or deed in lieu of foreclosure, the Department shall be entitled to require, as conditions to the approval required in Section 5:02 above, that:

(i) Any proposed transference shall have the qualifications and financial responsibility, satisfactory to the Department, to fulfill the obligations undertaken in this Agreement by the Developer;

(ii) Any proposed transferee, by instrument in writing, shall, for itself, its successors and assigns and expressly for the benefit of the City and the Department have expressly assumed all the obligations of the Developer not previously performed under this Agreement and shall have agreed to be subject to all of the conditions and restrictions to which the Developer is subject hereunder;

(iii) There has been submitted to the Department for review, and the Department has approved, all instruments and other legal documents involved in effecting legal transfer (i.e. any assignment agreement or deed to a Developer affiliate);

(iv) The consideration payable for the transfer, by the transferee or on its behalf, shall not exceed an amount representing the actual cost to the Developer, including without limitation, carrying charges and all actual out-of-pocket expenditures attributable to a Phase and Improvements, certified by Developer and reasonably approved by the Department, made thereon
prior to the transfer; provided that partners of Developer in any Developer affiliate may contribute capital to the Developer affiliate, and the Developer affiliate will be entitled to use that capital in the development and to operate the Project. It being the intent of this provision to preclude assignment of this Agreement or transfer of the Phase hereby conveyed, or any part thereof, for profit (as opposed to an investment in the Project) prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made, and is not cancelled, the Department shall be entitled among other remedies to increase the Purchase Price to the Developer of the Phase hereby conveyed, or any part thereof by the amount that the consideration payable by the assignment or transfer is in excess of the amount authorized in this sub-section, and such consideration shall, to the extent it is in excess of the amount so authorized, belong and be paid to the City.

5:04. Notice to Department of Ownership or Change of Ownership of Developer. In order to assist in the effectuation of the purposes of this Article, the Developer agrees that during the period between execution of this Agreement and completion of the Improvements on a Phase as certified by the Department, the Developer shall, at such time or times as the Department may request, furnish the Department with a complete statement, subscribed and sworn to by the Secretary, Managing Member, or Authorized Agent of the Developer setting forth all of the ownership interests in the Developer and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Developer their names and the extent of such interest, all as determined or indicated by the records of the Developer by specific inquiry made by the Secretary, Managing Member, or Authorized Agent of all parties who on the basis of such records own ten (10) percent or more of ownership interest in the Developer, and by such other knowledge or information as the Secretary shall have.

END OF ARTICLE V
ARTICLE VI

MORTGAGE FINANCING AND RIGHTS OF MORTGAGEES

6:01. Encumbrances. Prior to the completion of the Improvements as evidenced by the issuance of a final Certificate of Completion by the Department, only the following types of Encumbrances shall be permitted:

1. Mortgages securing purchase money financing and refinancing; and
2. Mortgages securing construction and other development financing; and
3. Mortgages securing permanent financing which replaces the financing contemplated in Nos. 1 and/or 2 above.

4. Condominium regimes and/or ground leases for all or a portion of a Phase to the extent such real estate structures are reasonably necessary for the development of the Phase (and in each case subject to the reasonable approval of the Department).

5. Such easements, covenants, subdivision plans, or other encumbrances, approved in writing by the Department, which are necessary for the development of Phase in accordance with the Master Plan, Renewal Plan and this Agreement.

The Term "Mortgagee" includes within it Deeds of Trust and other similar evidences of lien.

Developer shall promptly forward written details of any contemplated financing, easements, covenants, or other encumbrances to Department for approval, such approval not to be unreasonably withheld. Any encumbrances, not existing at settlement either voluntary or involuntary, upon a Phase which has not been approved by Department, may, at Department's sole option, constitute a default. Involuntary encumbrances include, without limitation, judgments and mechanics liens which have not been discharged within sixty (60) days or bonded within that period of time.
6:02. **Holders of Permitted Mortgages.** No holder of a mortgage (Mortgagee) authorized by this Agreement except as provided in Section 6:03 shall be obligated to construct or complete the Improvements or to guarantee such construction or completion. The term "Mortgagee", as used in this Agreement, shall be deemed to include any insurer or guarantor of any obligation or condition secured by such mortgage or other encumbrance.

6:03. **Rights and Duties of Mortgagee upon Acquisition Prior to Completion.** If a Mortgagee, through the operation of its contract to finance the Improvements permitted by this Agreement to be constructed by the Developer on a Phase, or by assignment, foreclosure, or deed in lieu of foreclosure acquires title to a Phase or any part thereof prior to the completion of such Improvements, the Mortgagee shall have the following options:

1. Complete construction of such Improvements in accordance with the approved Construction Plans and in all respects comply with the provisions of this Agreement, or

2. Sell, assign, or transfer, with the prior written consent of the Department title to the Property or any part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement in respect of the Property or part thereof, by written instrument satisfactory to the Department and recorded forthwith in the Land Records of Baltimore City, or

3. Reconvey title to the Phase or part thereof to the Department, in which event the provisions of Section 7:07 relative to resale shall apply.

4. A Mortgagee's rights under this Agreement shall be limited to the specific Phase or portions thereof which the Mortgagee acquired through operation of its contract to finance Improvements on such Phase, or by assignment, foreclosure, or deed in lieu of foreclosure. A Mortgagee's rights shall not extend to any other Phases.
6:04. **Mortgagee Time Extensions.** In the event that a Mortgagee elects to complete construction pursuant to 6:03.1 above, or sells, assigns or transfers pursuant to 6:03.2 above, the Department shall extend the time limits set forth in this Agreement as shall be reasonably necessary to complete construction of the Improvements, and upon such completion, the Mortgagee or purchaser, as the case may be, shall be entitled to the Certificate(s) of Completion pursuant to Section 3:14.

**END OF ARTICLE VI**

**ARTICLE VII**

**REMEDIES**

7:01. **Duty to Cure Default.** In the event of any default in or breach of this Agreement, or any of its terms or conditions, at any time, by either party hereto or any successor to any party, such party or its successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within thirty (30) days if the cure or remedy requires the payment of money to the City, or otherwise within sixty (60) days after receipt of such notice (or such longer period of time as may be reasonably necessary if such default cannot be cured in sixty (60) days provided that the defaulting party is proceeding with due diligence to effect a cure). In case such action is not expeditiously taken or diligently pursued or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings at law or in equity which it may deem proper, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligations.

7:02. **Termination/ Return of Down Payment.** In the event that the City does not tender conveyance of a Phase, or possession thereof, in the manner and condition, and by the date provided by this Agreement, and any such failure shall not be cured within sixty (60) days after written demand by the Developer (and Developer is not in uncured default under this Agreement)
then this Agreement, shall at the option of the Developer be terminated, the down payment returned, if any, and thereafter, neither the Department nor the Developer shall have any further rights against or liability to the other under this Agreement. The Developer shall not be entitled to recover from the City any costs or expenses incurred in connection with the development of the Phase.

7:03. City-A Municipal Corporation. The City is a municipal corporation and can exercise only those powers granted it by law, and in the event the City is prevented, restricted, or delayed in any of the duties and obligations imposed upon it or assumed by it under the terms and provisions of this Agreement as a result of any legal proceedings, unless instituted by the City, it shall not be liable for any costs, damages, injuries, or liabilities caused to or suffered or incurred by the Developer, its successors or assigns in connection with, or as a result of any such legal proceedings or any such prevention, restriction or delay.

7:04. Failure of Developer to Cure Specific Default Prior to Conveyance. In the event that prior to conveyance of a portion of the Property on a Settlement Date to the Developer, and in violation of this Agreement:

(a) The Developer assigns or attempts to assign this Agreement or any rights therein or in a Phase (excluding space leases to commercial tenants or sale of newly constructed townhouses or other condominium units to purchasers) without the approval of the Department, as herein provided; or

(b) The Developer does not submit the Master Plan, Preliminary Plans for the Improvements on a Phase and/or Construction Plans for the Improvements on the Phase in satisfactory form and in the manner and by the dates respectively provided in the Agreement therefore; or
(c) The Developer does not submit evidence satisfactory to the Department that it has available the funds necessary for the construction of the Improvements on the Phase by the time provided in this Agreement therefore; or

(d) The Developer does not pay the purchase price for and take title to the portion of the Property which encompasses the Phase to be developed at the time and upon the conditions specified in this Agreement; provided, however, the City has performed its part of this Agreement, and any such default and failure shall not be cured within sixty (60) days after written demand by the Department, then the City, in addition to the remedies specified in Section 7:01 of this Article shall have the right, at its option, to terminate this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising there from with respect to the City, and, in which event, the down payment (if any) may be retained by the City at its sole option, as liquidated damages and as its property without any deduction, offset or recoupment whatsoever. Neither the Developer, its assignee or transferee, nor the City and the Department shall have any further rights against or liability to the other under this Agreement, following termination under this Section.

7:05. Default by Developer Subsequent to Conveyance and Prior to Completion. In the event that subsequent to the conveyance of a portion of the Property which encompasses the Phase to be developed, or any part thereof to the Developer and prior to completion of Improvements in the Phase as certified by the Department:

(a) The Developer, or its successor in interest, shall default in or violate its obligations with respect to the construction of said Improvements, including the nature thereof and the dates for beginning and completion thereof following all applicable notice and cure periods (unless extended by the Department), or shall abandon or substantially suspend construction (unless suspension of construction is caused by factors beyond Developer's control as provided in
7:09), and any such default, or violation, or abandonment, or suspension shall not be cured or remedied within the cure periods provided in Section 7:01; or

(b) The Developer or its successor in interest, shall fail to pay real estate taxes or assessments on the portion of the Property which encompasses the Phase to be developed or any part thereof when due without penalty, or shall place on the portion of the Property which encompasses the Phase any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made or any material man's or mechanic's lien or any other unauthorized encumbrance or lien to attach and such taxes or assessments shall not have been paid, or the encumbrance or lien shall not have been waived or discharged or provision satisfactory to the Department made for such payments, waiver or discharge, within sixty (60) days after written demand by the Department to do so; or

(c) There is, in violation of this Agreement, any transfer of the portion of the Property which encompasses the Phase or any part thereof and such violation shall not be cured within sixty (60) days after written demand by the Department to the Developer; then the City, in addition to the remedies specified in Section 7:01, of this Article, shall have the right, at its option, to re-enter and take possession of the portion of the Property which encompasses the Phase and to terminate, and revest in the City, the estate conveyed to the Developer as herein provided. It being the intent hereof that the conveyance pursuant to this Agreement of the portion of the Property which encompasses the Phase to the Developer shall be made upon a condition subsequent to the effect that, in the event of any default, failure, violation or other action or inaction by the Developer specified in clauses (a), (b), and (c) of this section and failure on the part of the Developer to remedy, end or abrogate such default, failure, violation, or other action or inaction within the period and in the manner stated in said clauses, the City, at its option, may declare a termination in its favor of the title and all of the rights and interest in the portion of the Property which
encompasses the Phase conveyed by the deed to the Developer, and that such title and all rights
and interest of theDeveloper, and any of its assigns or successors in interest in the portion of the
Property which encompasses the Phase, shall revert to the City; provided, that such condition
subsequent and any vesting of title as a result thereof in the City shall always be subject to and
limited by, and shall not defeat, render invalid, or limit in any way the lien of any Mortgage
authorized by this Agreement and executed for the sole purpose of obtaining funds for the
acquisition or development of the site or any rights under any other document further securing or
protecting the legal rights of any Mortgagee authorized in accordance with this Agreement, or any
rights or interest provided in this Agreement for the protection of such Mortgagees.

In addition, in the event of any uncured default and the vesting of title hereunder, the
City shall have the right to retain the amount paid on account of the purchase price of the Property
and the good faith deposit, if any, as its property without any deduction, offset, or recoupment
whatsoever; and the Preliminary Plans and/or Construction Plans which have been submitted by
the Developer to the Department pursuant to this Agreement shall become the sole property of the
City, for its use or assignment to others at its sole option.

7:06. City's Right to Institute Proceedings. The City shall have the right to institute such
actions or proceedings as it may deem desirable for effectuating the purposes of this Article,
including without limitation the right to execute and record among the Land Records of Baltimore
City a written declaration of the termination of all rights and title of the Developer, its successors
and assigns, in the portion of the Property which encompasses the Phase and the vesting of title
thereto in the City, subject to authorized mortgage liens as provided for in Section 6:01; provided,
however, that any delay by the City in instituting or prosecuting any such actions or proceedings
or otherwise asserting its rights under this Article, shall not operate as a waiver of its rights, or
deprive it of any such rights in any way, it being the intention hereof that the City should not be
constrained so as to avoid the risk of being deprived of the exercise of any remedy provided in this Article because of concepts of waiver, laches or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved, nor shall any waiver in fact made by the City or the Department with respect to any specific default by the Developer under this Section be considered or treated as a waiver of the rights of the City and the Department with respect to the particular default except to the extent specifically waived.

7:07. Resale by City. In the event that title to the portion of the Property which encompasses the Phase or any part thereof shall revert to the City in accordance with Sections 6:03, 7:05 and 7:06, the City shall, pursuant to its responsibilities under the laws of the State of Maryland and the ordinances of the City relating to urban redevelopment and renewal, use all reasonable efforts to resell the portion of the Property which encompasses the Phase and Improvements or such part thereof as soon and in such manner as the Department shall find feasible and consistent with the objectives of such laws and ordinances and of the Renewal Plan, as hereafter may be amended from time to time; provided, that the Department shall sell the property in a commercially reasonable manner, and use all reasonable efforts to obtain the highest price that is compatible with the objectives and restrictions applicable to the Phase in the Master Plan and the Renewal Plan, from a qualified and responsible party or parties, whose qualifications shall be determined by the Department in its sole discretion, and who will assume the obligation of making or completing the Improvements, or such other improvements in their stead as shall be satisfactory to the Department and in accordance with the Renewal Plan, as hereafter may be amended from time to time, and this Agreement. Upon such resale of the portion of the Property encompassing the Phase, the proceeds thereof shall be applied:

First, to reimburse any Mortgagee authorized by this Agreement in an amount equal to (i) the mortgage debt and the interest accrued at the time of revesting title of the portion of the
Property encompassing the Phase to the City; (ii) the net expenses, if any, exclusive of general overhead and less any rentals or other revenue received while in possession of the portion of the Property encompassing the Phase, incurred by the Mortgagee as a direct result of foreclosure proceedings or proceedings in lieu of foreclosure and subsequent management of the portion of the Property encompassing the Phase; and (iii) expenditures made with respect to construction or completion of the Improvements.

Second, to reimburse the City on its own behalf and on behalf of the Department for (i) any payments made or necessary to be made to discharge any encumbrances, or liens existing on the Phase, or any part thereof, at the time of vesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees, (ii) any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on said Phase or any amounts otherwise owing to the City or the Department by the Developer, its successors or transferees, (iii) all costs and expenses incurred by either the City or the Department including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the or any part thereof (but less any income derived by the City from the Phase, or any part thereof, in connection with such management), all taxes, assessments, and other charges with respect to the Phase, or any part thereof, or an amount equal to such taxes, assessments or charges as would have been payable if the Phase were not exempt there from because held by the City, and (iv) a sum equal to 10 percent of the purchase price paid by the Developer hereunder as liquidated damages for said default.

Third, to reimburse the Developer, its successors or transferees, up to the amount equal to (i) the cash actually expended by it, exclusive of the Good Faith Deposit (if any) and mortgage or other loan proceeds represented by an encumbrance or lien on the portion of the Property
has knowledge of the beginning of any such delay, have first notified the other party thereof in writing of the cause or causes thereof, which entitles such party to an extension of time. For the purposes of this Section, any such notice from the Developer shall be given to the Department and any such extension of time shall be in writing and in such form as will enable it to be recorded among the Land Records of Baltimore City.

7:10. **Rights and Remedies - Cumulative.** The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. Any waiver by either party with respect to performance, or the manner, or time thereof shall be limited to the specific event unless otherwise stated in writing.

7:11. **Liability Terminated.** Except as herein provided, neither the Developer, its assignee or transferee, nor the City and the Department, shall have any further rights against, or liability to, the other under this Agreement, following termination of this Agreement.

END OF ARTICLE VII

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8:01. **No Partnership or Joint Venture.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners, or creating or establishing the relationship of a joint venture, between the City and the Developer or as constituting the Developer as the agent or representative of the City for any purpose or in any manner whatsoever.
8:02. **Recording, Documentary Stamps.** This Agreement, and any modification thereof and any additions thereto and any ancillary document relevant to this transaction, shall be recorded among the Land Records of Baltimore City, and the cost of any such recordation, the cost of any State of Maryland documentary stamps which legally must be affixed to any or all of said papers, and the cost of the applicable Baltimore City and State transfer taxes shall be paid in full by the Developer.

8:03. **Applicable Law, Jurisdiction.** This Agreement shall be taken and deemed to have been fully made by the parties hereto in the State of Maryland for all purposes and intent and this Agreement shall be governed by the laws of the State of Maryland. Any action or proceeding arising hereunder shall be brought in the courts of Baltimore, Maryland; provided, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland in Baltimore or any successor federal court having original jurisdiction.

8:04. **Conflicts of Interest; Department Representatives Not Individually Liable.** No member, official, representative, or employee of the City or the Department shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative, or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, representative, or employee of the City or the Department shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or the Department or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.
8:05. **Notice.** Any notices or communications under this Agreement shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, return receipt requested to the addresses below or as from time to time may be agreed to by the parties in writing:

(a) **Developer.**

Karyn Bullock  
Senior Vice President  
Choo Smith Youth Empowerment, Inc.  
500 Redland Court, Suite 208  
Owings Mills, Maryland 21117

And a copy to:

Paul Levin  
Venable LLP  
750 East Pratt Street, Suite 900  
Baltimore, Maryland 21202

(b) **Department.**

Bill Henry  
Comptroller  
100 N. Holliday Street; 3rd Floor  
Baltimore, Maryland 21202

And a copy to:

Commissioner  
Department of Housing and Community Development  
14th Floor  
417 E. Fayette Street  
Baltimore, Maryland 21202

City Solicitor  
Room 101, City Hall  
100 N Holliday Street  
Baltimore, MD 21202

8:06. **Interpretation.** In the event of any question regarding the meaning of any of the restrictive covenants, agreements, or provisions contained in this Agreement, or in the Renewal
Plan, the interpretation placed thereon by the Department shall be final and binding on the parties hereto; provided, that any such interpretation shall not be unreasonable or arbitrary.

8:07. **City Disclaimer.** While it is the present intention of the City to carry out the Renewal Plan as soon as practicable, nothing contained in this Agreement shall be construed as a warranty or commitment on the part of the City that any improvements or other development work will be undertaken by it or by any other developer in the Renewal Area except the items of work which this Agreement specifically obligates the City to undertake.

8:08. **Beds of Streets.** The City reserves unto itself all of its right, title and interest in and to the beds of all streets, alleys or lanes lying without of the perimeter of the parcel(s) herein mentioned and referred to.

All references herein to any street, alley or land are for purposes of description only and are not intended to dedicate same to public use, and any implied intent of dedication or dedication of the streets, alleys or lanes by reference to them is hereby denied and revoked.

8:09. **Provisions Not Merged with Deed.** None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the portion of the Property encompassing the Phase or any part thereof from the City to the Developer, its successors or assigns, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

8:10. **Titles of Articles and Sections.** Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8:11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same Instrument.
8:12. **Approvals and Consents.** Wherever in this Agreement the approval, certification or consent of any party hereto is required, it is understood and agreed that such approval will not be unreasonably withheld or delayed.

8:13. **Ancillary Documents.** The Department is hereby authorized to execute any and all other documents necessary to effectuate this transaction, provided such documents do not materially alter the relationship of the parties or the principal elements of the Project or a Phase, and to grant such approvals and consents on behalf of the City as provided in this Agreement.

8:14. **Amendments.** Any amendment to this Agreement must be executed in writing and with the same formality as this Agreement.

8:15. **Incorporation into Agreement.** All exhibits, schedules, and recitals form a part of this Agreement.

END OF ARTICLE VIII

SIGNATURES APPEAR ON THE FOLLOWING PAGES
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by the Real Estate Officer of the Comptroller's Office and by the Acting Commissioner of the Department of Housing and Community Development pursuant to their respective authority under the Charter of Baltimore City and its seal to be hereunto duly affixed and attested by its Custodian of the City Seal, and the Developer has caused this Agreement to be duly executed and attested by its _____, on the day and year first above written.

ATTEST:

Custodian of the City Seal.

MAYOR AND CITY COUNCIL OF BALTIMORE

By: Andy Frank, Real Estate Officer

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, on this 24 day of Sept, 2021, before the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared Andy Frank, Real Estate Officer and he acknowledged the foregoing Agreement to be the corporate act and deed of the Mayor and City Council of Baltimore.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: Mar 25, 2024

ATTEST:

Custodian of the City Seal

MAYOR AND CITY COUNCIL OF BALTIMORE

By: Alice Kennedy, Acting Commissioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, on this 23 day of Sept, 2021, before the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared Alice
Kennedy, Acting Commissioner of the Department of Housing and Community Development and she acknowledged the foregoing Agreement to be the corporate act and deed of the Mayor and City Council of Baltimore.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 3/2025

RASHELLE NORIA CELESTIN
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires Mar 26, 2025

Choo Smith Youth Empowerment, Inc.

(SEAL)

By:

STATE OF MARYLAND, CITY/COUNTY OF ________________ , to wit:

I HEREBY CERTIFY that, on this ___ day of ________________, 2021, before the subscriber, a Notary Public of the State of Maryland, personally appeared President of Choo Smith Youth Empowerment, Inc. and he acknowledged the foregoing Agreement to be the act and deed of Choo Smith Youth Empowerment, Inc.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:
Kennedy, Acting Commissioner of the Department of Housing and Community Development and she acknowledged the foregoing Agreement to be the corporate act and deed of the Mayor and City Council of Baltimore.

AS WITNESS my hand and Notarial Seal.

__________________________
Notary Public

My Commission expires:________________

ATTEST:

Choo Smith Youth Empowerment, Inc.

__________________________
(SEAL)

STATE OF MARYLAND, CITY/COUNTY OF Carroll, to wit:

I HEREBY CERTIFY that, on this 10th day of September, 2021, before the subscriber, a Notary Public of the State of Maryland, personally appeared President of Choo Smith Youth Empowerment, Inc. and he acknowledged the foregoing Agreement to be the act and deed of Choo Smith Youth Empowerment, Inc.

AS WITNESS my hand and Notarial Seal.

__________________________
Notary Public

My Commission expires: 10/21/2024
**LIST OF SCHEDULES**

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IAC Meeting 10/13/2022

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LEGAL DESCRIPTION

Beginning for the first parcel thereof at the point formed by the intersection of the south side of Woodland Avenue, 60 feet wide, and the east side of Greenspring Avenue, or the South 11 degrees 33 minutes 10 seconds West 165.83 feet line of that portion of Greenspring Avenue, as conveyed by Isaac J. Rosenthal and wife to the Mayor and City Council of Baltimore by deed, dated July 1, 1951, and recorded among the Land Records of Baltimore City in Liber M.L.P., No. 9230, folio 333, and running thence binding on the south side of said Woodland Avenue South 75 degrees 03 minutes 25 seconds East 882.35 feet, to the beginning of a parcel of land conveyed by Hazel A. Joyce, Jr., to the Mayor and City Council of Baltimore by deed, dated June 26, 1959 and recorded among the aforesaid Land Records in Liber J.P.O., No. 660, folio 143; thence binding reversely on the fourth, third and second lines of said last mentioned deed, the three following courses and distances, namely, South 10 degrees 55 minutes 25 seconds West 200.00 feet, South 75 degrees 03 minutes 25 seconds East 350.00 feet and North 10 degrees 56 minutes 35 seconds East 200.00 feet to intersect the south side of said Woodland Avenue; thence binding on the south side of said Woodland Avenue South 75 degrees 03 minutes 25 seconds East 150.00 feet, to intersect the east side of Malvale Road, 50 feet wide, as shown on the plat of Edgecomb Park, recorded among the aforesaid Land Records in Liber S.O.L., No. 3960, folio 272; thence producing the east side of Malvale Road northerly and binding thence North 24 degrees 55 minutes 25 seconds East 30.00 feet to intersect the seventh or North 08 degrees 25 minutes West 610 feet, more or less, line of the thirdly described parcel of land conveyed by Isaac O. Rosenthal, et al., to Reservoir Construction Corporation by deed, dated July 24, 1946 and recorded among the aforesaid Land Records in Liber M.L.P., No. 9965, folio 209; thence binding reversely on part of the seventh line and reversely on the sixth line of said deed the two following courses and distances, namely South 75 degrees 03 minutes 25 seconds East 465.00 feet and South 31 degrees 46 minutes 21 seconds West 730.79 feet to the end of the fifth line of said deed; thence binding reversely on the fifth line of said deed and continuing the same course in all, North 75 degrees 03 minutes 25 seconds West 1270.84 feet to intersect the northeast side of said Greenspring Avenue and thence binding on the northeast and east side of said Greenspring Avenue the five following
courses and distances, namely, North 43 degrees 40 minutes 30 seconds West 68.42 feet, by a line curving to the right with a 339.80 foot radius, the distance of 158.52 feet, which arc is subtended by a chord bearing North 30 degrees 16 minutes 35 seconds West 157.48 feet, North 16 degrees 52 minutes 40 second West 228.14 feet, by a line curving to the right with a 413.44 foot radius, the distance of 205.15 feet, which arc is subtended by a chord bearing North 02 degrees 39 minutes 49 seconds West 203.06 feet and North 11 degrees 33 minutes 10 seconds East 135.78 feet to the place of beginning, containing 23,569 acres of land, more or less, situate at the southeast corner of Greenspring Avenue and Woodland Avenue.

BEGINNING for the second parcel thereof at the point formed by the intersection of the northeast side of Greenspring Avenue, as now laid out and a line drawn parallel with and distant 669.50 feet southerly, measured at right angles from the south side of Woodland Avenue, 50 feet wide, said point being in the South 43 degrees 40 minutes 30 seconds East 306.05 foot line of that portion of said Greenspring Avenue as conveyed by ISAAC ROSENTHAL and wife to the Mayor and City Council of Baltimore by deed, dated July 1, 1953, and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 9230, folio 333, at the distance of 68.42 feet southeasterly from the beginning of said course, and running thence binding on said line drawn parallel with and distant 669.50 feet southerly from the south side of Woodland Avenue and on the north side of Dupont Avenue, as proposed to be extended westerly, South 75 degrees 03 minutes 22 seconds East 1022.48 feet to intersect the east side of Melville Road, 50 feet wide; thence binding on the east side of said Melville Road South 14 degrees 55 minutes 35 seconds West 50.00 feet to intersect a line drawn parallel with and distant 50.00 feet southerly, measured at right angles from the first line of this description, thence reversing said line so drawn and binding thenceon North 75 degrees 03 minutes 22 seconds West 940.46 feet to intersect the northeast side of said Greenspring Avenue and thence binding on the northeast side of said Greenspring Avenue North 43 degrees 40 minutes 30 seconds West 96.00 feet to the place of beginning, containing 1.127 acres of land, more or less, situate on the East side of Greenspring Avenue. The courses in the above descriptions are all referred to the true meridian as adopted by the Baltimore Survey Control System.

SAID parcel one and two comprising a total area of 24,796 acres more or less, situate at the southeast corner of Greenspring Avenue and Woodland Avenue, together with all of the right, title, and interest of the said RESERVOIR CONSTRUCTION CORPORATION, in and to the beds of Woodland Avenue, Rosalind Avenue and Melville Road.

BEING part of third lot of ground in Deed dated July 24th, 1946 and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 6965, folio 209, which was granted and conveyed by ISAAC C. ROSENTHAL and HARRIET S. ROSENTHAL, his wife, unto RESERVOIR CONSTRUCTION CORPORATION, the within Grantor.

SEE ALSO Deed dated March 18th, 1947 and recorded among the Land Records of Baltimore City in Liber M.L.P. No. 7106, folio 551, which was granted and conveyed by ISAAC C. ROSENTHAL and HARRIET S. ROSENTHAL, his wife unto RESERVOIR CONSTRUCTION CORPORATION, the within Grantor.
SCHEDULE A-1

DEPICTION/PLAT

The Property is shown in the red square below. The athletic fields to be subdivided and which will not be conveyed to the Developer are shown in the blue box below:

The athletic fields which will not being conveyed to the Developer are shown in the red box below:
SCHEDULE B

CONCEPTUAL PLAN

1. Project Description:

The Choo Smith CommuniVersity will be designed in a manner that will give the look and feel of a college campus. The CommuniVersity will give the visitor a feeling of exclusivity, community, fun, serenity, and safety.

The CommuniVersity will consist of the following in three buildings with programming and services for youth and community connected by a breezeway, parking structure, retail building and 80 townhomes, which will be for-sale.

The programs and services found at the new CommuniVersity are proposed as follows:

- K-12 Tutoring/ Mentoring
- Coaching & Leadership Training
- IT Network training
- Mock Courtroom—Criminal Justice, Positive legal involvement
- Theatre—Cultural Enrichment
- Early Childhood development (Daycare and Nightcare)
- Flex Work, 3D Printing & Advance Manufacturing Spaces
- Job Training/Hiring
- Workforce Development
- Swimming Pool
- Physical Therapy
- Retail Stores
- Banking Center
- Basketball/ Volleyball/ Indoor Sports
- Visual and Audio Studios
- Dance/Exercise Studios
- Urgent Care Center
- Garage Townhomes (which will be offered for sale)
- 20% apartments dedicated for Section 8 vouchers.
- 80% apartments—studio, one-bedroom, two-bedroom, and three-bedroom floor plans—low-income, working families, singles, and seniors.
- Guard Houses
- Commercial Kitchen & Banquet Hall
- Car Charging Station
- Solar on all buildings
- Maryland History Room/Library

2. **Existing School Building**

The existing school building will be rehabilitated to include renovated interior and exterior renovations to the structure. The outer structure will be given a more updated look.

3. **K-12/ Charter School**

The plan is to continue with existing K-12 tutoring and mentoring programs but there are no present plans to open a charter school.

4. **Anticipated Project Phases (Conceptual Only)**

**Phase 1:**
- Subdivision and Site Development
- Erect Garage Townhomes

**Phase 2:**
- Selective Demolition
- Erect Parking Structure to serve the retail/CommuniVersity Building
- Complete the Retail portion of the CommuniVersity Building
- Complete the Condo portion of the CommuniVersity Building

Phase 3:
- Complete the Urgent Care portion of the CommuniVersity Building
- CSYE Programming and Services Center
COMMITMENT TO COMPLY WITH THE MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAM OF THE CITY OF BALTIMORE

In consideration for receiving fiscal assistance from or through the City of Baltimore, the Developer covenants and agrees to comply with Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) regarding participation by Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) in its development of the project known as the Choo Smith Youth Empowerment Community. Developer covenants and agrees to use all reasonable good faith efforts to meet the following MBE and WBE participation goals for this project:

MBE GOAL  27%

WBE GOAL  10%

Prior to the commencement of construction, Developer agrees to submit to the City written documentation, including executed contracts, service agreements, or utilization commitment forms which shall identify the particular minority and women's business enterprises (i) contracting directly with the Developer, or (ii) subcontracting with prime contractors who have contracted directly with the Developer. The executed contracts, service agreements, or utilization commitment forms submitted to the City shall specify the dollar value of the participation, the type of work to be performed, and such other information as may be reasonably required by the City.

In the event that after reasonable and good faith efforts to meet the goals, Developer is able to demonstrate to the satisfaction of the City that sufficient qualified and willing MBE's and WBE's are unavailable in the market area of the project as defined by City law, then the Developer may request a waiver or reduction of the MBE and/or WBE goals.

The City's Minority and Women's Business Opportunity Office (MWBOO), or its successor, is designated to administer the provisions of the law on behalf of the City. Developer shall comply with the rules and regulations of the MWBOO or its successor in meeting the requirements of the law.

THE UNDERSIGNED DO SOLEMNLY DECLARE AND AFFIRM THAT THEY ARE AUTHORIZED TO MAKE THIS COMMITMENT.

Choo Smith Youth Empowerment, Inc.

[Signature]

By:

Chief, Minority and Women's Business Opportunity Office

Anticipated Starting Date of Construction

Date: ____________________________
Requirements

1. Complete the Employ Baltimore "Certification Statement" contained in the bid document and submit it with your bid package.

2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.

3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.

4. Complete the "Employment Reports" as required on June 30th and December 31st during each year of the contract and at contract completion. Submit "Employment Reports" to:

   Employ Baltimore
   Mayor's Office of Employment Development
   36. S. Charles Street
   Baltimore, Maryland 21201
   employbaltimore@oedworks.com

   The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts for $300,000.00 or more that fully participate in the Employ Baltimore program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

   To Schedule Your Meeting with MOED Please Contact:

   Yvette Clark or MacKenzie Garvin
   Mayor's Office of Employment Development
   36. S. Charles Street
   Baltimore, Maryland 21201
   Phone 443-884-3014, Fax 443-220-0510
   employbaltimore@oedworks.com
Employ Baltimore

CERTIFICATION STATEMENT

<table>
<thead>
<tr>
<th>Contracting City Agency</th>
<th>Bid Number</th>
<th>Bid Due Date</th>
</tr>
</thead>
</table>

To promote the commitment to utilize Employ Baltimore to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for $49,999.00 or less.

Additionally, companies awarded construction contracts of $300,000 or more that fully participate in the Employ Baltimore program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

CERTIFICATION STATEMENT

As a representative of _________________________________

(NAME OF COMPANY) _________________________________

(PRINT NAME and TITLE)

Certify that a company representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED's One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30th and December 31st identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: __________________________________________ Telephone: _______________________________

Company Address __________________________________ Email: ________________________________

Yvette Clark or MacKenzie Garvin
Mayor's Office of Employment Development
30 S. Charles Street
Baltimore, Maryland 21201
Phone 443-884-3014 • Fax 443-220-0510
Oemploybaltimore@oedworks.com

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# Employ Baltimore

## EMPLOYMENT REPORT

<table>
<thead>
<tr>
<th>Contracting City Agency</th>
<th>Bid/Contract Number</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
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<tbody>
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</tbody>
</table>

To promote the commitment to utilize Employ Baltimore to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid package. Under this Executive Order, contract awardees will complete and submit the Employment Report on June 30th and December 31st identifying the number of total workers and the number of Baltimore City residents on payroll for this contract during each year of the contract and at contract completion. Employment Reports should be sent to:

Yvette Clark or Mackenzie Garvin  
Employ Baltimore  
Mayor’s Office of Employment Development  
36 S. Charles Street  
Baltimore, Maryland 21201  
Phone 443-984-3014 · Fax 443-220-0510  
employbaltimore@oedworks.com

The Employment Report below is hereby submitted by the undersigned for the period:

(please check one)  
___December 31, 20__  ___June 30, 20__  ___End of Contract- Date ___

<table>
<thead>
<tr>
<th>Position</th>
<th># City Residents</th>
<th># Total Workers</th>
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</thead>
<tbody>
<tr>
<td>Managers/Supervisors</td>
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<td></td>
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<tr>
<td>Clerical</td>
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<td></td>
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<tr>
<td>Other-Specify</td>
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<td></td>
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<tr>
<td>Electricians</td>
<td></td>
<td></td>
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<tr>
<td>Plumbers, Pipefitters and Steamfitters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Workers, Structural and Reinforcing</td>
<td></td>
<td></td>
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<tr>
<td>Carpenters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cement Masons</td>
<td></td>
<td></td>
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<tr>
<td>Laborers</td>
<td></td>
<td></td>
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<tr>
<td>Power Equipment Operators</td>
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<tr>
<td>Brick Masons</td>
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<tr>
<td>Cement Finishers</td>
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<td>Transportation Workers</td>
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<tr>
<td>Day Care Worker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other-Specify</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name: ______________________________________ Signature: ______________________________________

Title: _____________________________________ Date: ____________________
The Mayor’s Office of Employment Development provides businesses with a pipeline of qualified, skilled job candidates and supports businesses in retaining and developing their employees. We offer customized workforce solutions including outreach and recruitment, applicant prescreening, assessment and testing services, tax credit information, human resources support and training funds for new or existing employees. Training funds are available through several programs.

Customized Training is a business-driven program that helps companies train and hire people to fit their job-specific needs. Business Services recruits and pre-screens training applicants. The available positions must be full-time and meet minimum salary requirements. Companies accepting Customized Training grants must agree to hire successful participants. The training can be employer-based, on-the-job, or offered by qualified vendors.

Maryland Business Works enables small businesses and/or companies in high-growth industries to upgrade the skills of their existing employees. Businesses can access grants (at no cost) to support their current staff development needs. This funding encourages promotion, creates additional job opportunities and improves worker retention by increasing employee skill levels. The training course and training vendor is selected by the business to ensure an accurate fit.

MOED works closely with other local, state and federal agencies to promote the link between the city’s workforce and economic development initiatives.

For Further Information Contact:

Yvette Clark or MacKenzie Garvin
Employ Baltimore
Mayor’s Office of Employment Development
35 S. Charles Street
Baltimore, Maryland 21201
Phone 443-984-3014 • Fax 443-220-0540

employbaltimore@oesworks.com
SCHEDULED

ANTICIPATED TIMELINES FOR PHASES

Phase 1 – Construction is anticipated to start within 2 years after Settlement

- Subdivision and Site Development
- Erect Garage Townhomes

Phase 2: – Construction is anticipated to start within 4 years after Settlement

- Selective Demolition
- Erect Parking Structure to serve the retail/CommuniVersity Building
- Complete the Retail portion of the CommuniVersity Building
- Complete the Condo portion of the CommuniVersity Building

Phase 3 – Construction is anticipated to start within 4 years after Settlement

- Complete the Urgent Care portion of the CommuniVersity Building
- CSYE Programming and Services Center
SCHEDULE E

PURCHASE PRICE

THE AMOUNT OF THE BOND DEBT AS ESTABLISHED BY THE INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION (the “COMMISSION”), SUBJECT TO ANY WAIVER OR OTHER ACCOMMODATION OBTAINED BY DEVELOPER FROM THE COMMISSION OR BY LEGISLATION DIRECTING THE COMMISSION TO WAIVE SUCH DEBT.
SCHEDULED
FORM OF DEED

THIS DEED, made this day of, 2021, by and between MAYOR AND CITY
COUNCIL OF BALTIMORE, a body Corporate and Political Sub-Division of the State of Maryland,
acting by and through the Comptroller of Baltimore City, Grantor,
and
, a Maryland corporation, Grantee.

WITNESSETH;

WHEREAS, the Mayor and City Council of Baltimore City, by Ordinance No. 20-457
approved by the Mayor of Baltimore City on December 2, 2020, as amended, is authorized to sell the property
hereinafter described; and

WHEREAS, Grantor, in pursuance of the power and authority
contained in the provisions of (i) Paragraph 15 Article II of the
Baltimore City Charter (1996 Revision), (ii) under the authority
of Article 13 of the Baltimore City Code, 2000 Edition Ordinance
No. 152, approved June 28, 1968, and (iii) Coldspring
Neighborhood Development Urban Renewal Plan adopted by Ordinance
No. 242 enacted January 8, 1973; and

WHEREAS, the Land Disposition Agreement (the "LDA") between Grantor and Choo Smith
Youth Empowerment, Inc. governing the sale and development of the property hereinafter described was
duly presented to and approved by the Board of Estimates of Baltimore City on , 2021 and duly
entered upon its minutes; and

WHEREAS, the LDA was recorded in the Land Records of Baltimore City prior hereto; and

WHEREAS, the actual consideration paid or to be paid for the conveyance of the real property
described herein is

($ ), and

WHEREAS, the total payment per Section 10-912(b) of the Tax-General Article of the Annotated
Code of Maryland is

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WHEREAS, the Grantor, the Mayor and City Council of Baltimore is a resident entity as defined in Section 10-912(a)(4) of the Tax General Article of the Annotated Code of Maryland; and

WHEREAS, the provisions of Section 10-912 (c) of the Tax General Article of the Annotated Code of Maryland are not applicable to the transfer of the real property of Grantor, which is exempt pursuant to Section 10-912 (d) (4) of the said Article.

NOW, THEREFORE, THIS DEED WITNESSETH: that in consideration of the sum of Five dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the actual consideration to be paid being

($ ), Grantor, does hereby grant and convey, subject to the terms, conditions, covenants, restrictions, and reservations set forth in the LDA, unto Grantee, its successors and assigns, all those lots or parcels of ground situate in the City of Baltimore, State of Maryland and described on Exhibit A attached hereto and made a part hereof (the "Property"): All courses and distances in the description set forth in Exhibit A refer to the true meridian as adopted by the Baltimore Survey Control System.

Reserving herein unto Grantor all its right, title and interest in and to the beds of all streets and alleys which are not included in the description in Exhibit A and which abut the Property.

SUBJECT, to a reservation for the benefit of the Mayor and City Council of Baltimore, its successors and assignees, of perpetual easements and other rights as set forth in Section and of the LDA for utilities and services lying below the surface of the Property as described in Exhibit A below.

TOGETHER with the improvements on the Property, if any, and all the rights, ways, alleys, privileges, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said Property, unto and to the proper use and benefit of Grantee, its successors and assignees, in fee simple, subject to and with the benefit of the terms, conditions, covenants, restrictions, and reservations set forth in the LDA, recorded or intended to be recorded just prior hereto.
And the Grantor covenants, that it will warrant specially the Property hereby conveyed, that it has done no act to encumber the property other than the Permitted Exception as contained in the LDA, and that it will execute further assurances as may be requisite.
IN WITNESS WHEREOF, Grantor and Grantee has each caused this Deed to be executed as of the date first above written.

ATTEST/WITNESS

MAYOR AND CITY COUNCIL OF BALTIMORE (GRANTOR)

By: Bill Henry, Comptroller

Custodian of the City Seal

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of __________, 2021, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, State of Maryland, aforesaid, personally appeared Bill Henry, Comptroller, and being authorized so to do, executed the foregoing Deed for the purposes therein contained, by signing in my presence, the name of the Mayor and City Council of Baltimore by himself as Comptroller of Baltimore City.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

APPROVED as to form and legal sufficiency, this _____ day of __________, 2021.

Name: C. Laurence Jenkins, Jr.
Title: Special Chief Solicitor

ATTEST/WITNESS

CHOOS SMITH YOUTH EMPOWERMENT, INC.
(GRANTEE)

By (SEAL)

Name: ____________________________
Title: ____________________________

STATE OF __________, CITY OF __________, to wit:

IAC Meeting 10/13/2022
I HEREBY CERTIFY, that on this ___ day of ____________, 2021, before me, the subscriber, a Notary Public of the State of ____________, in and for the City of ____________, State of ____________, aforesaid, personally appeared ____________, of the within Grantee, and being authorized so to do, executed the foregoing Deed for the purposes therein contained, by signing in my presence, the name of the Grantee by himself as ____________.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires:

I hereby certify that the within instrument was prepared under the supervision of the undersigned, an attorney at law, duly admitted to practice before the Court of Appeals of the State of Maryland.

AFTER RECORDING RETURN TO:
EXHIBIT G

CERTIFICATE OF COMPLETION
(Address)

This Certificate of Completion is made as of __________, 2021, by the MAYOR AND CITY COUNCIL OF BALTIMORE, a body politic and corporate and a political subdivision of the State of Maryland (the "City"), acting by and through the Department of Housing and Community Development (the "Department") for the benefit of [a Maryland], the Developer.

Pursuant to the Land Disposition Agreement (the "LDA") dated __________, 2021 between the City and the Developer, and recorded among the Land Records of Baltimore City in Liber [Folio], the Developer was to renovate certain improvements as are described therein (the "Improvements").

NOW, THEREFORE, the Department does hereby certify that the Developer has completed the renovation of the Existing Improvements in accordance with the provisions of the LDA. Without limiting the foregoing, this certification, executed and delivered pursuant to Section 3.13 of the LDA, shall be a conclusive determination of satisfaction of the agreements and covenants in the LOA (including, without limitation, and the extinguishment of the right of reverter) with respect to the construction obligations of the Developer, its successors and assigns.

This Certificate of Completion is in no way intended to affect the covenants running with the land or other covenants, items and conditions pertaining to the use of the Improvements contained in the LDA which shall remain binding on the Developer, its successors and assigns.

IN WITNESS WHEREOF, the MAYOR AND CITY COUNCIL OF BALTIMORE have caused this Certificate of Completion as defined in the LDA to be signed in its name by the Commissioner of the Department of Housing and Community Development, as of the day and year first hereinabove written.

MAYOR AND CITY COUNCIL OF BALTIMORE

By:________________________
Commissioner of the Department of Housing and Community Development

Approved as to legal form and sufficiency this _______ day of ________, 2022

________________________
Special Chief Solicitor
STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY that on the _____ day of ________, 2021, before the subscriber, a Notary Public for the State of Maryland, personally appeared ________, Commissioner of the Department of Housing and Community Development of the City of Baltimore, and she acknowledged the foregoing Certificate of Completion to be the corporate act and deed of the Mayor and City Council of Baltimore.

AS WITNESS, my hand and notarial seal:

[Signature]

Notary Public

My commission expires: ________________

ATTORNEY CERTIFICATION

This Certificate of Completion has been prepared by me or under my supervision. I am admitted to practice before the Court of Appeals of Maryland.
RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), is made this ___ day of September, 2021 (the "Effective Date"), by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a body corporate and politic, and a political sub-division of the State of Maryland (hereinafter referred to as the "City"), acting by and through the Office of the Comptroller (hereinafter referred to as the ("GRANTOR") and CHOO SMITH YOUTH EMPOWERMENT, INC., a Maryland corporation (hereinafter referred to as the "GRANTEE").

RECEITALS

A. The City owns the Property identified on Exhibit A attached hereto and made a part hereof.

B. GRANTEE is desirous to immediately enter upon the Property for the purposes identified in this Agreement.

WHEREAS, the entry by the GRANTEE will not adversely affect the interests or operations of the GRANTOR; and

WHEREAS, immediate entry is necessary in order not to adversely affect the interests of the GRANTEE;

NOW, THEREFORE, for good and valuable considerations, and the sum of $10.00, the receipt of which is hereby acknowledged, the GRANTOR does during the term of this Agreement hereby grant unto the GRANTEE, its contractors, agents and employees a right of entry to enter upon Property for the purpose of its due diligence and
related purposes in re-developing the Property. The work may include, but is not limited to, demolition of existing improvements, grading, earthwork, environmental cleanup and constructing certain improvements (the "Scope of Work"). The GRANTEE acknowledges that at the time of the execution of this Agreement and the Land Disposition Agreement ("LDA") which this Agreement is an Exhibit to, there are many unknowns as to Scope of Work; and therefore as GRANTEE desires to commence an activity covered under the Scope of Work, it will give the GRANTOR five (5) business days notice indicating the nature of the work to be undertaken and the GRANTOR will within five (5) business days indicate its approval or disapproval of the work which GRANTEE desires to commence. GRANTEE may request the GRANTOR to supplement the work identified in the Scope of Work by providing the GRANTOR with fifteen (15) days written notice of such changes which the GRANTOR shall either accept or reject within ten (10) business days after receipt of notice from GRANTEE. The rights to proceed under this Agreement are at the GRANTEE’S expense and risk.

GRANTEE agrees that any and all construction within the limits described herein which affects City owned facilities shall be in accordance with the requirements of the Baltimore City Department of Public Works, Department of Transportation, DHCD and other relevant City departments and agencies and subject to inspection and approval of said department or agencies. Any utility structures of the City within the Property shall be fully protected against any possible damage, that the placement of any structures within Property which affect City owned utilities on similar property shall be in accordance with the directions of the Department of Public Works and Department of Transportation; and that said departments shall have complete access to the utility area at all times.
The GRANTEE agrees that before any entry or acts that affect City utilities, the Department of Public Works and the Comptroller’s Office will be notified.

The GRANTEE agrees during the term of this Agreement to the extent utility work is necessary in order to abandon or relocate City utilities relating to the Project or a Phase as such terms are defined in the LDA; to pay such reasonable costs of such abandonment or relocation. The GRANTEE shall reimburse the City for the reasonable costs and expenses incurred by the City whether provided by a third party contractor or by the City using its own crews.

The GRANTEE will supervise all of its work crews and will prevent any interference with City operations.

The GRANTEE shall provide the following insurance:

Liability Coverage: At its sole cost and expense, GRANTEE shall procure and maintain for the term of this Agreement, Commercial and General Liability Insurance in an amount not less than One Million Dollars ($1,000,000.00) combined single limit per occurrence. GRANTEE’s insurer shall have an A:M. Best’s rating of A:VII, or if not rated with Best, shall be an insurer licensed/approved in the State of Maryland with minimum surpluses the equivalent of Best’s size VII.

All Claims. The insurance shall protect the GRANTOR against any all claims for injuries to persons, including death, as well as from claims for damages to any property of the GRANTOR or of the public, which may arise from or be reasonably attributed to the GRANTEE’s use and occupancy of the Property.

Non-Cancellation. The insurance policy shall state that GRANTEE’s failure to comply with the provisions of the policy shall not affect coverage provided to the
GRANTOR, and that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits without thirty (30) days prior written notice to GRANTOR.

Insurance Certificate. GRANTEE shall furnish GRANTOR with a Certificate of Insurance and with an “additional insured” endorsement for the GRANTOR prior to or at the time of the execution of this Agreement.

It is understood that at the time of Settlement on the Property as defined in the LDA, GRANTEE shall at the time of the acquisition accept the Property in its “as is” condition. During the term of this Agreement, it is the intent of this Agreement that the GRANTEE shall indemnify, protect and save harmless the GRANTOR from any and all present and future losses, expenses and claims by reason of injury to persons and damage to property arising out of or in connection with its exercise of this right of entry and to defend at its own expense any suits at law or in equity arising thereout; provided, however, that the indemnity provided by this paragraph shall not apply to (1) any actions or omissions caused by the GRANTOR or its agents, affiliates, or employees if such action worsens a condition that existed as of the date of this Agreement and was not caused by the action of the GRANTEE, or (2) any existing site conditions at the Property that were not worsened by GRANTEE or its agents, affiliates, or employees.

Upon the GRANTEE's purchase of a portion or all of the Property this Agreement shall terminate as to the portion of the Property acquired. Notwithstanding anything to the contrary in this Agreement, in the event that the GRANTEE does not purchase a portion or all of the Property, GRANTEE shall have no obligation to restore or repair work undertaken by the GRANTEE during the term of this Agreement to the Property or to remove any improvements or alterations permitted by the GRANTOR made to the Property.
In the event that GRANTEE fails to perform any of its obligations under this Agreement, GRANTOR agrees to provide written notice to GRANTEE specifying such failure and GRANTEE shall work diligently and in good faith to cure such default within thirty (30) days after GRANTEE's receipt of written notice thereof from the GRANTOR, unless such default is of such nature that it cannot be cured within such 30-day period, in which event a default shall not be deemed to have occurred if the GRANTEE institutes a cure within the 30-day period and thereafter diligently and continuously prosecutes the curing of the same until completion.

The GRANTEE prior to commencing any task covered by the Scope of Work shall notify GRANTOR five (5) working days prior to commencement of any task. Either party to this Agreement may terminate this Agreement at any time upon ten (10) business days written notice to GRANTOR.

In the absence of an event of default by GRANTEE, GRANTEE shall have the right to assign this Agreement and its rights and obligations hereunder to (1) a lender providing financing for the development and operation of the improvements to be constructed on the Property or for individually subdivided parcels on the Property, or to (2) an affiliate of GRANTEE that agrees to be bound by the terms of this Agreement.

The person executing this Agreement on behalf of the GRANTEE represents and warrants that this Agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent of GRANTEE and is binding upon and enforceable against GRANTEE in accordance with its terms.

[Signatures follow.]
Acceptance of this Agreement and its conditions is indicated by the approval hereon of the officials mentioned below:

WITNESS:  

CHOO SMITH YOUTH EMPOWERMENT, INC.  
a Maryland Corporation  

By: Charles Smith  
Name:  
Title:  

WITNESS:  

MAYOR AND CITY COUNCIL OF BALTIMORE  

By: Andy Frank, REAL ESTATE OFFICER  

APPROVED AS TO FORM AND LEGAL SUFFICIENCY THIS 21st DAY OF September, 2021.  

SPECIAL CHIEF SOLICITOR
Item 4. Pass-Through Grant Funding Approval

**Motion:**
To approve the Pass-Through Grant program applications as presented in this item with a total allocation of $5,194,329 subject to reconciliation and potential adjustment at project closeout.

**Background Information:**
2022 Md. Laws, Ch. 344 (SB 291) appropriated $237 million to be distributed to specified Local Education Agencies (LEAs) for school construction projects selected by each County. These Pass-Through Grant (PTG) funds are statutorily required to be allocated as block grants to the LEAs with minimal oversight by the IAC.

The IAC approved the PTG Administrative Procedures Guide on June 8, 2022, and subsequent revisions on August 11, 2022. To be eligible, projects must be selected by the County Government. The funds cannot be used to replace the local share of projects that have received funding from other IAC programs but may be combined with other State funded projects so long as the appropriate local match requirements are met. The IAC will do a complete project reconciliation and project close out and if the local match requirement has not been met, the State may require a refund. PTG funds are provided without the requirement of a local match in accordance with the budget bill.

IAC staff will present projects to the IAC for approval on a rolling basis with funds required to be allocated within FY 2023. PTG applications require authorization by a LEA representative and County Government representative. IAC staff review the applications to ensure projects are eligible for funding. IAC staff have reviewed and recommend approval of the following projects:

<table>
<thead>
<tr>
<th>LEA</th>
<th>PSC Number</th>
<th>Project</th>
<th>Requested Funding</th>
<th>Maximum PTG Allocation</th>
<th>PTG Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles</td>
<td>08.009</td>
<td>Maurice J. McDonough High - HVAC</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Charles Total</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Talbot</td>
<td>20.005</td>
<td>Easton Elementary - Playground Shade Structure</td>
<td>$16,387</td>
<td>See below</td>
<td>$16,387</td>
</tr>
<tr>
<td>Talbot</td>
<td>20.001</td>
<td>St. Michaels Elementary - Playground Shade Structure</td>
<td>$16,507</td>
<td>See below</td>
<td>$16,507</td>
</tr>
<tr>
<td>Talbot</td>
<td>20.009</td>
<td>Tilghman Elementary - Playground Shade Structure</td>
<td>$11,218</td>
<td>See below</td>
<td>$11,218</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Talbot Total</td>
<td>$44,112</td>
<td>$45,783</td>
<td>$44,112</td>
</tr>
<tr>
<td>Wicomico</td>
<td>22.009</td>
<td>Wicomico High - Roof</td>
<td>$150,217</td>
<td>$150,217</td>
<td>$150,217</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wicomico Total</td>
<td>$150,217</td>
<td>$150,217</td>
<td>$150,217</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Totals</td>
<td>$5,194,329</td>
<td>$5,196,000</td>
<td>$5,194,329</td>
</tr>
</tbody>
</table>
Good morning. I am writing this email to summarize the project request for the $5 Million dollars allocated to Charles County under HB 291, Pass Through Grant. Charles County Public Schools is requesting to add this funding to the Maurice J. McDonough High School HVAC replacement project. CCPS applied for federal ESSER III funding to support the design and construction of HVAC replacement at McDonough High School. CCPS was awarded $8.3 Million dollars, $600k for design and $7.7 Million for construction. During the design phase, the consultant determined that the cost to replace all HVAC was approximately $12 Million dollars. CCPS directed the consultant to design an area for based bid that would have a value up to $7.5 Million dollars and the remainder of the school would be an alternate. CCPS is requesting the $5 Million dollars funding from the State Pass Through Grant be applied to the federal ESSER III funding to allow the HVAC to be replaced in the entire school. This project is not connected with a local CIP project and does not require the county's funding support to move forward. Please let me know if you have any questions. Thanks Steve Andritz
SB 291 Pass-Through Funding Application

Please complete all shaded cells and submit the signed form to iac.pscp@maryland.gov with the subject line '[County] SB 291 Pass-Through Funding Application'

Local Education Agency Charles

EIN Number 52-6000928

Address 5980 Radio Station Road, La Plata Maryland 20646

Project Details

<table>
<thead>
<tr>
<th>PSC No.</th>
<th>School Name</th>
<th>Project Type</th>
<th>Address</th>
<th>Scope</th>
<th>Allocation Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>08.009</td>
<td>Maurice J. McDonough High</td>
<td>Systemic</td>
<td>7165 MARSHALL CORNER ROAD, POMFRET, MD 20675</td>
<td>HVAC replacement project, added to ESSR III funds</td>
<td>$5,000,000.00</td>
</tr>
</tbody>
</table>

Local Education Agency Authorization

As the authorized representative of this Local Education Agency, I have read the Interagency Commission on School Construction’s applicable Program Administrative Procedures Guide(s) (APG(s)) and I agree to perform all work in accordance with the APG and all applicable Local, State, and Federal laws and regulations.

Maria Navarro

Superintendent

Agency Rep Name

Title

Signature

Date 09/26/2022

County Authorization

As the authorized representative of this County Government, I certify that this application represents the County priorities in accordance with 2022 Md. Laws, Chap. 344.

Mark Belton

County Administrator

County Official Name

Title

Signature

Date Oct 4, 2022
SB 291 Pass-Through Funding Application

Please complete all shaded cells and submit the signed form to iac.pscp@maryland.gov with the subject line "[County] SB 291 Pass-Through Funding Application"

Local Education Agency: Talbot
EIN Number: 52-6009683

Address: 12 Magnolia Street, Easton, MD 21601

Project Details

<table>
<thead>
<tr>
<th>PSC No.</th>
<th>School Name</th>
<th>Project Type</th>
<th>Address</th>
<th>Scope</th>
<th>Allocation Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.005</td>
<td>Easton Elementary School</td>
<td>New</td>
<td>207 GLNWOOD AVENUE, EASTON MD 21601</td>
<td>Playground Shade Structure</td>
<td>$16,287</td>
</tr>
<tr>
<td>20.001</td>
<td>St. Michaels Elementary</td>
<td>New</td>
<td>100 SEYMOUR AVENUE, ST MICHAELS, MD 21663</td>
<td>Playground Shade Structure</td>
<td>$16,907</td>
</tr>
<tr>
<td>20.009</td>
<td>Tilghman Elementary</td>
<td>New</td>
<td>21974 FOSTER AVENUE, TILGHMAN, MD 21671</td>
<td>Playground Shade Structure</td>
<td>$11,218</td>
</tr>
</tbody>
</table>

TOTAL: $44,402

Local Education Agency Authorization

As the authorized representative of this Local Education Agency, I have read the Interagency Commission on School Construction's applicable Program Administrative Procedures Guide(s) (APG(s)) and I agree to perform all work in accordance with the APG and all applicable Local, State, and Federal laws and regulations.

Director of Operations

Agency Rep Name
Title
Signature
Date: 9/21/22

County Authorization

As the authorized representative of this County Government, I certify that this application represents the County priorities in accordance with 2008 Md. Code, Chap. 34.

Chuck F. Callahan  President, Talbot County Council

County Official Name
Title
Signature
Date: 9/27/2022

IAC Meeting 10/13/2022
-242-
September 29, 2022

Sharon Pepukayi, Ed.D.
Superintendent of Schools
Talbot County Board of Education
P.O. Box 1029
Easton, MD  21601

RE:  Talbot County – SB291 Pass-Through Funding Application for Talbot County Public Schools

Dear Dr. Pepukayi:

At our meeting on Tuesday, September 27, 2022, the Talbot County Council approved the use of pass-through grant funding from the Interagency Committee for Public School Construction for Talbot County Public Schools in the amount of $45,783. Grant funds will be used to purchase and install three (3) playground shade structures for each of the following schools, Easton Elementary, St. Michaels Elementary and Tilghman Elementary to meet Maryland Accreditation Standards for implementing early childhood programs.

Should you have any questions, please contact County Manager, Clay Stamp, at (410) 770-8010.

Sincerely,

COUNTY COUNCIL OF TALBOT COUNTY

Chuck F. Callahan
President

cc: Robert Gorrell, Executive Director, Interagency Committee for Public School Construction
    Kevin Shafer, Director of Operations, Talbot County Public Schools
SB 291 Pass-Through Funding Application

Please complete all shaded cells and submit the signed form to iac.pscp@maryland.gov with the subject line "[County] SB 291 Pass-Through Funding Application"

Local Education Agency Wicomico EIN Number 52-6001052

2424 Northgate Drive, Suite 100; Salisbury, MD Address 21801

Project Details

<table>
<thead>
<tr>
<th>PSC No.</th>
<th>School Name</th>
<th>Project Type</th>
<th>Address</th>
<th>Scope</th>
<th>Allocation Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.009</td>
<td>Wicomico High</td>
<td>Systemic</td>
<td>201 LONG AVENUE, SALISBURY, MD 21804</td>
<td>Funding will support FY 2024 CIP County request. The project demo scope includes full removal of the existing roofing (majority last installed in 1987) down to the repair/replacement of any damaged deck. At all buildings at Wicomico High School, completely remove the existing built-up roofing systems down to the existing cementitious wood fiber and gypsum plank roof decks. Repair and/or replace any deteriorated roof deck as required and replace all wood blocking above the top flat surface of the roof deck. Raise curbs and pipe penetrations as required to accommodate the new roof system. Furnish and install a new roof assembly to include a thermoplastic polyolefin (TPO) roof membrane, coverboard, roof insulation to meet current code with regards to the thermal resistance and roof slope, and an air/vapor barrier applied directly to a nailed base sheet/rosin paper over the existing nailable roof decks. In addition to the new roofing assembly, replace existing roof area drains, gutter, downspouts, and metal flashings as required to provide a</td>
<td></td>
</tr>
<tr>
<td>#N/A</td>
<td>#N/A</td>
<td>#N/A</td>
<td>#N/A</td>
<td></td>
<td>$150,217</td>
</tr>
<tr>
<td>#N/A</td>
<td>#N/A</td>
<td>#N/A</td>
<td>#N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Local Education Agency Authorization

As the authorized representative of this Local Education Agency, I have read the Interagency Commission on School Construction's applicable Program Administrative Procedures Guide(s) (APG(s)) and I agree to perform all work in accordance with the APG and all applicable Local, State, and Federal laws and regulations.

<table>
<thead>
<tr>
<th>Dr. Brian Raygor</th>
<th>Chief Financial and Operations Officer</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Rep Name</td>
<td>Title</td>
<td>6/16/2022</td>
</tr>
</tbody>
</table>

County Authorization

As the authorized representative of this County Government, I certify that this application represents the County priorities in accordance with 2022 Md. Laws, Chap. 344.

<table>
<thead>
<tr>
<th>John Psota</th>
<th>Acting County Executive</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Official Name</td>
<td>Title</td>
<td>9/21/2022</td>
</tr>
</tbody>
</table>
Item 5. Queen Anne's County Public Schools – Amend Two Projects from FY 2022 Capital Improvement Program (CIP)

Motion:
To approve an amendment to the Queen Anne's County Public School's (QACPS) FY 2022 CIP project allocations to decrease QACPS' Reserve Prior Year Appropriations Account by $524,233 and to apply, in accordance with COMAR 14.39.02.07:

- $290,790 from the Reserved Prior Year Appropriations Account to the Bayside Elementary School partial roof replacement project; thereby increasing the allocation from $248,000 to $538,790; and
- $233,443 from the Reserve Prior Year Appropriations Account to the Kent Island Elementary School partial roof replacement project; thereby increasing the allocation from $312,000 to $545,443.

Background Information:
The Bayside Elementary School and Kent Island Elementary School partial roof replacement projects received full funding approval in the FY 2020 CIP. On July 8, 2021, a motion was approved to rescind and amend both projects with the same funding allocation amounts into the FY 2022 CIP.

On September 2, 2022, IAC staff received a request letter from QACPS to amend the two FY 2022 projects for additional cost increases due to current market conditions. COMAR 14.39.02.07 allows for an increase to the Maximum State Allocation for a systemic project when the LEA has sufficient reserve funds available and when the LEA submits the final project scope of work and a cost estimate or bid tabulation, so long as the IAC determines that the requested scope of work is eligible and that the scope of work and associated costs are reasonable.

<table>
<thead>
<tr>
<th>LEA</th>
<th>PSC #</th>
<th>Project</th>
<th>Total Cost</th>
<th>Local Share</th>
<th>State Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Queen Anne's</td>
<td>17.021</td>
<td>Bayside ES Partial Roof Replacement</td>
<td>$538,000</td>
<td>$290,000</td>
<td>$248,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Request for Amended Costs</td>
<td>$1,056,450</td>
<td>$517,660</td>
</tr>
<tr>
<td>Queen Anne's</td>
<td>17.007</td>
<td>Kent Island ES Partial Roof Replacement</td>
<td>$677,000</td>
<td>$365,000</td>
<td>$312,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Request for Amended Costs</td>
<td>$1,069,495</td>
<td>$524,052</td>
</tr>
</tbody>
</table>

IAC staff recommend approval of the amendment. The increases are deemed appropriate because the cost per square foot for both roofs fall within $39-$45/SF for built up/metal roof systems.
Item 6. Public School Enrollment Projections

**Motion:**
This item is informational and does not require IAC action.

**Background Information:**
Enrollment projections are a critical consideration in capital school construction projects because they represent the demand for school facilities in the future.

A presentation to the IAC on May 11, 2022 provided general information on the development and use of the Maryland Department of Planning’s statewide enrollment projections and details on projections for 2022-2031.

This informational item will provide details on the use of enrollment projections to ensure the most effective, efficient, and equitable allocation of State funds to capital school construction projects across the state.
Projected Enrollment
a Presentation to the Interagency Commission on School Construction

OCTOBER 13, 2022
Overview

- Projected Enrollment
- Eligible Enrollment
  - Adjacent Schools
- Eligible Enrollment Variance Process
Relevance of Enrollment

- Quantification of demand
- For use in the management of supply (seats) & demand (students)
Projected Enrollment

- Science + Art
- Mission-Critical

Demand for School Facilities =
- Current Enrollment +
- School Programs and Services

Future Demand =
- Projected Enrollment +
- School Programs and Services
Eligible Enrollment

IAC Meeting 10/13/2022

-252-
Eligible Enrollment

- Projected Enrollment
  - Year 7 (2028)
- State Rated Capacity
- Project School AND
- Adjacent Schools
Adjacent Schools

- What are Adjacent Schools?
- Example 1 – “Project ES”
- Form 102 Section 5
- NEW - HB 1290 (2022)
  - Form 102 Section 5

\[
\begin{align*}
\text{Adjacent ES 1} & : ENR = SRC + 20 \\
\text{Adjacent ES 2} & : ENR = SRC - 50 \\
\text{Adjacent ES 3} & : ENR = SRC + 15 \\
\end{align*}
\]

Project ES
ENR = 290
SRC = 300

IAC Meeting 10/13/2022
Adjacent Schools

- Example 2 – “Project ES”
- on the “Big River”
- Geographically Adjacent
- Functionally Adjacent

Adjacent ES 1
ENR = SRC + 20

Adjacent ES 2
ENR = SRC - 50

Adjacent ES 3
ENR = SRC + 15

Project ES
ENR = 290
SRC = 300

IAC Meeting 10/13/2022
Eligible Enrollment Variance Process

- COMAR 14.39.02.28 allows for the appeal of IAC staff and/or IAC decisions
- APG allows for the exclusion of adjacent schools
- NEW – HB 1290 (2022) requires a separate and distinct appeal process for eligible enrollment decisions
Questions + Comments

Jamie Bridges, AICP
Planning Manager
jamie.bridges@Maryland.gov

Graham Twibell, GISP
Regional Planner
graham.twibell@Maryland.gov

IAC Meeting 10/13/2022