



# IAC MEETING AGENDA

## Thursday, November 10, 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
- Correspondence
  - Letter to Chair Kasemeyer from Dr. Joshua M. Sharfstein and Dr. Richard Lofton

		Presenter	Page
<b>1</b>	Consent Agenda	Alex Donahue, Acting Executive Director	
	A. Approval of October 13, 2022 Minutes		2*
	B. Contract Awards		6*
	C. Approval of Revisions to Previously Approved Contracts		200*
	D. Project Closeouts		202*
	E. Change Order Approvals		211*
	Informational		
	F. Informational Facility Status Changes		216
	G. Baltimore County Public Schools - Featherbed Lane Elementary School ASP Project Extension	217	
	H. Built to Learn Project Status Report	218	
<b>2</b>	Baltimore City Government - Sale of Lake Clifton High School Building #40	Heidi Dudderar, Assistant Attorney General for the IAC	220*
<b>3</b>	Adoption of Final 14.39.07 COMAR Revisions	Jonathan Borghetti, Policy Analyst; Cassandra Viscarra, Deputy Director for Administration	377*
<b>4</b>	Baltimore City Public Schools - City College High School #480 - Gross Area Baseline Variance	Gricel Muñoz, Regional Facility Manager	393*
<b>5</b>	Built to Learn Project Approval	Arabia Davis, Funding Programs Manager	395*
<b>6</b>	Calvert County Public Schools - Huntingtown Elementary School Emergency Project	Arabia Davis, Funding Programs Manager	396*
<b>7</b>	Pass-Through Grant Funding Approval	Arabia Davis, Funding Programs Manager	460*
<b>8</b>	Executive Session: Personnel Matter, §3-305(b)(1) of the General Provisions Article of the Anno. Code of Md.		

## Announcements



November 3, 2022

The Honorable Edward Kasemeyer  
Chairperson  
The Interagency Commission on School Construction  
200 West Baltimore Street  
Suite 200  
Baltimore MD 21201

Dear Senator Kasemeyer,

During the pandemic, the Interagency Commission on School Construction (IAC) implemented the statewide facilities assessment, which detailed the conditions of all K-12 school facilities across Maryland. For the last six months, our team at the Johns Hopkins Bloomberg School of Public Health and the Johns Hopkins School of Education has been reviewing these data as part of a larger project on educational equity and school infrastructure.<sup>1</sup>

We are writing to share our preliminary findings: The IAC's current approach to analyzing the statewide facility assessment does not appear to be fair to those students – disproportionately low-income, Black, and Hispanic students – who go to school in aging facilities with major infrastructure problems.

Specifically, the IAC's current approach assigns too little weight to conditions that adversely affect the health and learning of students today and too much weight to the need for additional space, based in part on questionable predictions of population growth.

Fortunately, it is not too late to change course. The IAC designed the statewide facilities assessment to accommodate different approaches to weighting. Key decisions on how to use these data to inform the allocation of capital funding have yet to be made. We recommend that

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<sup>1</sup> Some of our initial findings are available online at <http://bit.ly/schoolconditionsbaltimore>.

the IAC review these and related issues and consider changes to its approach before the start of the 2023 session of the Maryland General Assembly in January.

The rest of this letter explains our concerns in greater detail.

### **Educational Equity and the Statewide Facilities Assessment**

The IAC has stated that the purpose of the statewide facilities assessment is to identify the Maryland schools with the most urgent needs for construction funds. According to a recent IAC presentation, the assessment aims to “uniformly measure the current physical condition and educational sufficiency of all public Maryland school facilities” in order to “differentiate the facilities with the highest needs from the lower ones.”<sup>2</sup>

Former IAC director Robert Gorrell stated in March 2022 that the statewide facilities assessment “will allow us to really understand from a state perspective which investments can we make first that will do the most good for the highest need kids.”<sup>3</sup> Making a similar point, Chairman Kasemeyer, you commented at the time, “We’re trying to develop a listing of top priorities for ... what schools need the most repairs the soonest, from first to last.”<sup>4</sup>

A key question is whether this process will close gaps in educational equity in Maryland that have persisted for many years. As defined by the Center for Public Education, educational equity means that “all students receive the resources they need so they graduate prepared for success after high school.”<sup>5</sup> It follows that educational inequity is manifested by disparities in access to critical resources. According to the National Association of Secondary School Principals, a long history of racial “segregation and redlining” caused many urban neighborhoods to “have lower property values...which results in fewer financial resources for their schools.”<sup>6</sup> This very phenomenon explains why there has been so much less capital funding for Baltimore City Public Schools compared to surrounding jurisdictions over the last several decades.

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<sup>2</sup> Meeting of the Interagency Commission on School Construction. 16 December 2021. <https://iac.mdschoolconstruction.org/wp-content/uploads/2021/12/2021-12-16-IAC-Agenda-With-Supplement.pdf>.

<sup>3</sup> Meeting of the Interagency Commission on School Construction. 10 March 2022. <https://www.youtube.com/watch?v=W5OKfLmh8yc>

<sup>4</sup> *Ibid.*

<sup>5</sup> Center for Public Education. Educational Equity: What does it mean? How do we know when we reach it? January 2016. <https://www.nsba.org/-/media/NSBA/File/cpe-educational-equity-research-brief-january-2016.pdf>

<sup>6</sup> National Association of Secondary School Principals. Racial justice and educational equity. January 2021. <https://www.nassp.org/top-issues-in-education/position-statements/racial-justice-and-educational-equity/>.

The consequences of educational inequity in Maryland are plain. Thousands of school children in Baltimore City and other affected areas attend schools with inadequate heat and air conditioning systems, leaky roofs, environmental hazards, and other physical inadequacies.<sup>7</sup> These adverse conditions have consequences for health and education. Research has found that poor physical condition of schools is related to absenteeism,<sup>8</sup> lower test scores,<sup>9</sup> asthma attacks and other poor health outcomes.<sup>10</sup> and less retention of teachers.<sup>11</sup>

Students themselves recognize the substandard conditions in their schools. The Nobody Asked Me Project at the Johns Hopkins School of Education has documented that students in Baltimore City, for example, report that uncomfortable and unsafe school conditions impede their learning and interrupt their concentration.<sup>12</sup> Moreover, comparing their schools with others, these students have come to believe that their poor school conditions reflect how little society values them.

Achieving educational equity requires providing fair access to resources and fixing the conditions that cause these harms.

Whether – and to what extent – the statewide facilities assessment will help Maryland close gaps in educational equity is the subject of this letter. The IAC has proposed an initial approach to translating the inspection results into a ranking of schools. This approach is called the “Maryland Condition Index,” or MDCI score. How the MDCI score is constructed is fundamental to the impact that the statewide facilities assessment will have on educational equity.

After receiving the full dataset of the assessment in the spring of 2022, we have worked to understand and analyze the MDCI score. Over the past several months, we also have been engaged in productive dialogue with IAC staff. We appreciate this exchange and thank the IAC

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<sup>7</sup> See <http://bit.ly/schoolconditionsbaltimore>.

<sup>8</sup> Branham D. The wise man builds his house upon the rock: The effects of inadequate school building infrastructure on student attendance. *Social Science Quarterly* 2004 (85)5:1112-1128.

<sup>9</sup> Uline CL, Tschannen-Moran M. The walls speak: the interplay of quality facilities, school climate, and student achievement. *Journal of Educational Administration* 2008 (46): 55-73.

<sup>10</sup> Fisk WJ, Paulson JA, Kolbe LJ, et al. The significance of the school physical environment: A commentary. *The Journal of School Health* 2016 (86)7: 483-487.

<sup>11</sup> Buckley J, Schneider M, Shang Y. The effects of school facility quality on teacher retention in urban school districts. National Clearinghouse for Educational Facilities. 1 February 2004. <https://files.eric.ed.gov/fulltext/ED539484.pdf>.

<sup>12</sup> See <http://nobodyaskedmebmore.org>.

staff for their time. It is regrettable, however, that the Commission has decided not to hear these findings in person and engage in dialogue with us directly.<sup>13</sup>

As described in more detail below, our initial concerns with the MDCI score and educational equity are twofold. First, it appears that the scoring system does not accord sufficient weight to significant problems with school infrastructure that impact the learning environment – conditions that particularly affect low-income, Black, and Hispanic students. Second, it appears that the scoring system places too much weight on a calculation of need for additional space that is based in part on unreliable projections of student enrollment.

As result of these issues, the IAC's current approach to the statewide facilities assessment appears unlikely to achieve a fair “listing of top priorities for ... what schools need the most repairs the soonest, from first to last,” which is your stated goal.<sup>14</sup> Instead, there is a serious risk of compounding equity gaps. Schools with major infrastructure problems are less likely to attract new students and thus stand to be assigned a lower priority for funding. When many schools in a district are in this condition, the district will fall further behind its peers.

Fortunately, this situation can be remedied before the statewide facilities assessment is used to inform funding decisions. Understanding the statewide facilities assessment and how it is constructed provides an appreciation for the changes that the IAC can make to advance educational equity.

### **The Origin, Present, and Future of the Statewide Facilities Assessment**

The statewide facilities assessment originated in the 21st Century Schools Facilities Act, passed by the Maryland General Assembly in 2018. The legislature directed the IAC to conduct a statewide survey that would assess the conditions of all K-12 school facilities in the state. The survey would cover:

- building condition related to life, safety, and health;
- building systems;
- building capacity and utilization, including the ability to house students in permanent space;
- academic space, including specialty classroom space; and
- physical condition and outdoor recreational space.<sup>15</sup>

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<sup>13</sup> We have been told the IAC will not meet with us because one of us (Dr. Sharfstein) is an unpaid expert witness for the plaintiffs in the Bradford litigation. In his expert testimony, Dr. Sharfstein describes the results of our research.

<sup>14</sup> *Ibid.*

<sup>15</sup> The 21st Century School Facilities Act, HB 1783 in the 2018 Maryland General Assembly.

During the pandemic, the IAC hired the firm Bureau Veritas to conduct the statewide facility assessment by inspecting more than 1300 school facilities in total. The inspections included examination of all school components, including roofs, ceilings, HVAC systems, electrical systems, athletic fields, and others. School systems were given the opportunity to challenge specific inspectional findings.

The IAC also developed an approach for turning the voluminous raw inspection data from each school facility into a single score that can be used for ranking the buildings by need. This score is called “Maryland Condition Index,” or MDCI score.

To create the MDCI scores for each school, the IAC:

- Determines the percentage of remaining useful life of each school component;<sup>16</sup>
- Adjusts the remaining useful life of each school component by its replacement value;<sup>17</sup>
- Applies a set of additional weights when an inspector determines that the component poses a threat to health or to the educational environment (this process is called “relevancy weighting”); and
- Adds consideration and weighting for additional space projected to be needed over the next 5 years (also part of the “relevancy weighting”).

Central to the MDCI scores are the weights applied to different school components. In the 21st Century School Facilities Act, the Maryland General Assembly did not specify the weighting to be used. In a public meeting in March 2022, then IAC Director Robert Gorrell stated of relevancy weighting, “We designed this so that it is variable.”<sup>18</sup> The IAC chose an initial set of weights to create the MDCI scores, but the agency does not consider these weights to be final. In its recent annual report, the IAC stated that a workgroup of legislators, to be reconvened in 2024, will “determine the relevancy weighting ... which will allow the IAC to maintain a comparable score for each school facility in the state.”<sup>19</sup>

The statewide facilities assessment is an ongoing process, with an estimated 350 school facilities to be inspected each year. The Maryland General Assembly is not expected to use the assessment to inform the distribution of state capital funding before 2024. To inform the work of

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<sup>16</sup> The remaining useful life is calculated as a fraction of the amount of time determined by inspectors to be remaining over the expected useful lifespan of that type of component.

<sup>17</sup> The replacement value is what it would cost to purchase the component new and does not include the cost of construction to install it.

<sup>18</sup> Meeting of the Interagency Commission on School Construction. 10 March 2022. <https://www.youtube.com/watch?v=W5OKfLmh8yc>.

<sup>19</sup> Interagency Commission on School Construction. *Fiscal Year 2022 Annual Report*. September 2022.

both the IAC and the state legislature, in preliminary analyses, we have examined the IAC's current approach to the statewide facilities assessment, including the weighting used for the MDCI score, along with the implications for educational equity.

### **The MDCI Score Does Place Sufficient Weight on Infrastructure Issues That Adversely Affect Health and Learning**

A core element of the statewide facilities assessment is the identification of school components that are in such poor condition that they pose a threat to health or interfere with learning. In its current approach to constructing the MDCI score for each school, the IAC places greater weight on the conditions of these components than on others. Our analysis raises questions about whether these weights are sufficient to be fair to the students – who are disproportionately low-income, Black, and Hispanic – who experience these conditions.

During school facility inspections, reviewers place adverse school conditions into one of three categories. The category for the most serious problems is called “immediate code/health/life threat.” This category was intended “only for critical issues that pose immediate threats to the life, health, or safety of persons within the facility,” with examples being “obvious friable asbestos, “unprotected exit corridors,” and electrical hazards.”<sup>20</sup> These immediate threats are approximately 70% more likely to be found in schools where more than 75% of the students are Black, Hispanic, or low-income.

The other two categories – for lesser issues that affect health and the educational environment – are called “mitigate additional damage” and “degraded with potential mission impact.” These categories include conditions such as “leaking roof,” “poor ventilation causing moisture leak,” and “severely damaged walls.”<sup>21</sup>

Adverse school conditions – which are generally more likely to affect low-income, Black, and Hispanic students – lead to serious consequences. For example, we have found that between 2014 and 2019, children in the Baltimore City Public Schools lost more than 1 million hours of instructional time as a result of problems with heating, air conditioning, gas, plumbing, water, electrical, and other issues. This loss of educational time particularly affected Black students and students in low-performing schools.<sup>22</sup> Other consequences include interference with the learning environment (as a result of hot, cold, or closed classrooms) and direct health impacts (such as asthma and injuries).

In qualitative interviews, researchers at the Johns Hopkins School of Education found that poor conditions kept students from even attending school in the first place. One student

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<sup>20</sup> IAC, Request for Proposals, 2020 school facilities assessment. RFP R00R0601087 with amendment 3. 12 February 2020.

<sup>21</sup> *Ibid.*

<sup>22</sup> See <http://bit.ly/schoolconditionsbaltimore>.

commented, "Not having air conditioning, you cannot focus when it's 80 degrees and you're sitting down just like...I mean, I sweat a lot. So I would be sweating in class. It was terrible going to school." Another student stated, "Sometimes when the heater would break in the middle of the day, we would all just have to bundle up. Everyone would leave, and have to go bundle up in their jackets, and their scarves, and sweaters, literally in class." Multiple students articulated their impression that that the deteriorating conditions reflected how little people in power cared about their education.

Given the severity of these consequences, it is important to ask whether sufficient weights is assigned to school components that undermine the learning environment, especially when the goal of the statewide facilities assessment, as you have stated, is to identify "what schools need repairs the soonest."

When inspectors find that a component is within its expected useful life and poses no threat to the educational environment, the IAC assigns a weight for the MDCI score of 0.25. When inspectors find that a school component poses an "immediate code/health/life threat," the IAC applies a weighting is 3.5, or 14 times more than this base rate. "Mitigate additional damage" is assigned a weight of 2.5 and "degraded with potential mission impact" a weight of 2.

No basis for the description of these weights have been provided in the description of the MDCI, and these weights appear to have been chosen arbitrarily. In the RFP for the statewide facilities assessment, the IAC states, "Please keep in mind that the attached category weights are only proposed weights at the time of this publication." In its recent annual report, the IAC notes that a state legislative workgroup will determine the final weights. In our preliminary analyses, we have found that increasing these weights for adverse conditions would mean that more schools with large numbers of low-income, Black, and Hispanic students would be recognized as having among the highest MDCI scores.

We recommend that the IAC develop a principled approach to the weights applied to conditions that pose a direct threat to the health of children and the state of the learning environment. As part of this consideration, IAC should recalculate the MDCI scores using a range of larger weights for these conditions.

### **The MDCI Places Too Much Weight on a Calculation for Additional Space That Are Based in Part on Uncertain Projections**

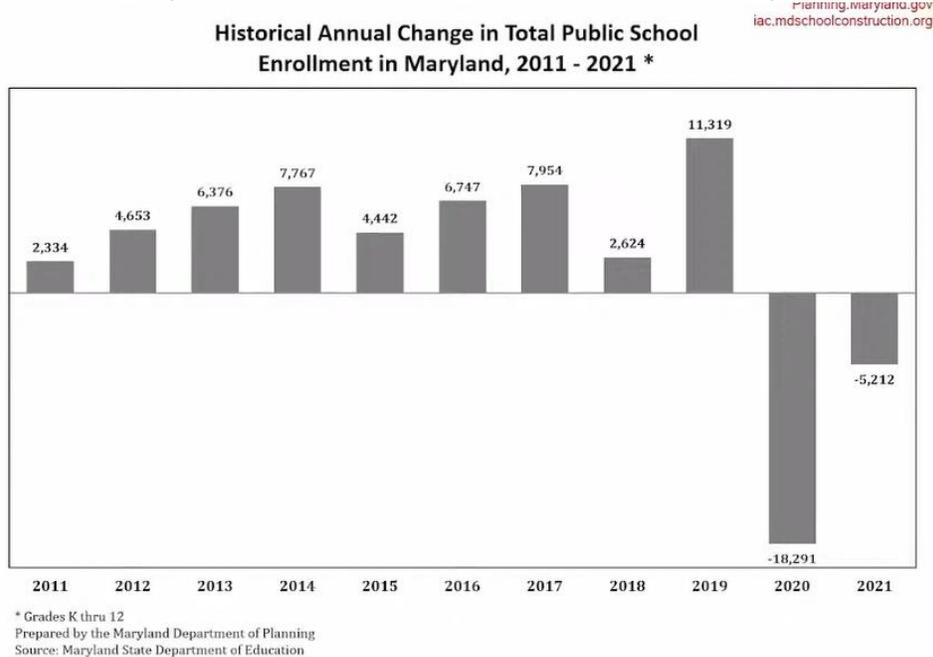
The MDCI score is designed to take into consideration not only inspectional findings of the current conditions of schools, but also current and projected needs for additional space. We have serious concerns, however, about how the IAC assesses the need for additional space and weighs this need in the MDCI score.

To determine the need for additional space, the IAC apparently uses a model that projects the current enrollment trend over the next five years as a straight line. This approach, known as linear extrapolation, is likely to be inaccurate in many cases. A school that had a

recent bump in enrollment is not guaranteed to continue seeing the same number of additional students every year for five years into the future.

Moreover, the data used for the basis of linear extrapolation appears to have been drawn from prior to the pandemic, even as enrollment trends have been upended. Recently, Alfred Sundara, of the Maryland Department of Planning, provided data to the IAC illustrating a steep fall in K-12 school enrollment in 2020 and 2021, while expressing uncertainty about what will happen in the future. (Figure). The consequence is that actual needs for additional space over the next five years may be quite different from what the IAC's assumptions in the MDCI formula.

**Figure. Data on Maryland Public School Enrollment Presented to the IAC on May 11, 2022**



The IAC applies a heavy weight in the MDCI score to its estimates of the need for additional space. The weighting for additional space is 3.0, or 12 times the base weight given to components within their useful lifespan that do not pose a threat to the educational environment. This is nearly as much as the weight of 3.5, or 14 times the base weight, for components that pose a “immediate code/health/life threat” and more than the categories of “mitigate additional damage” and “degraded with potential mission impact.”

Significantly, it appears that the IAC does not count the value of the additional space in the denominator of the MDCI formula, as it does for existing school components. This has the effect of substantially increasing the impact of additional space on the MDCI score. In fact, for some schools, the effective weight of the additional space exceeds even the weight for school conditions that pose an “immediate code/health/life threat.” (See the attachment for further explanation).

It is certainly important to anticipate future needs of students; however, it seems unfair for the IAC to treat a rough estimate of the need for additional classroom space five years from now as seriously -- or even more seriously than -- a meticulously documented situation known to be undermining the health and learning of children. To do so undermines equity, because these serious conditions are more likely to affect children who are low-income, Black, and Hispanic.

To address this problem, the IAC can reduce the weight for additional space, particularly where the assessment is based on uncertain future projections. Alternatively, the IAC can create two scores, one based on existing issues and the other based on future projected needs.

### **Alternative Approaches Lead to Different Rankings**

As noted earlier, former IAC Director Robert Gorrell noted that your agency has designed the statewide facilities assessment to be “variable,” allowing the IAC to consider alternative approaches to weighing inspectional findings in prioritizing schools for repairs. A legislative workgroup will also review the question of the best approach to weighting.

To answer the question of whether alternative approaches would lead to different results, we recalculated the MDCI scores using greater weights for school components that affect the learning environment (7.5/5/2.5 instead of 3.5/2.5/2) and removing consideration of additional space.

For Baltimore City, the result was that of the 30 active schools with the highest MDCI scores, the number in Baltimore City more than doubled from 9 to 21 schools, and the percentage with a high percentage of low-income, Black, and Hispanic children also increased.

We recognize that this alternative approach has several limitations. First, we picked just one alternative approach of many possible approaches to increasing the weights of school components that adversely affect health and learning. Second, we were unable to model a more sophisticated approach to additional space, because the data available to us do not distinguish between urgently needed additional space and future projections. Third, we did not model issues related to equity other than the two covered in this letter. For example, MDCI currently treats as equivalent in key respects very different school components, such as centralized HVAC systems (which cool the entire school) and vertical package units (which do not cool hallways or large congregate spaces like gyms and cafeterias). If IAC provided an additional weight to inferior equipment in the MDCI, there might be different results for equity.

We therefore do not claim in our preliminary findings to have identified the optimal way to use the statewide facilities assessment to prioritize school construction funds. These findings do suggest, however, that IAC's design decisions and policy choices could be improved.

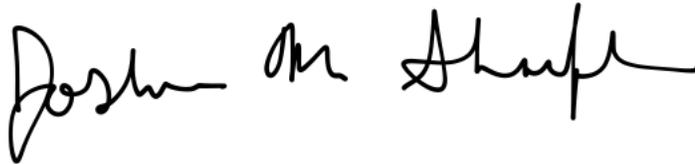
## Conclusion

The IAC intends the statewide facilities assessment to be a fair assessment and ranking of the conditions of all K-12 buildings in the state. However, the current approach appears to have significant limitations and, as a result, appears to be unfair to children – disproportionately low-income, Black, and Hispanic – who are going to school every day in environments that compromise their ability to learn.

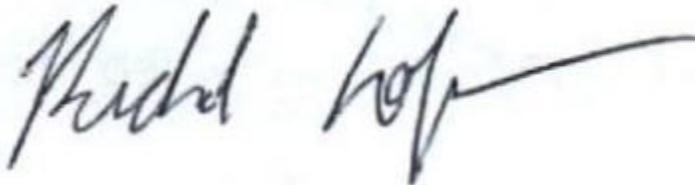
Fortunately, these decisions have not been set in stone. The IAC designed the statewide facilities assessment to function with different approaches to weighting. The legislature will review the issue of weighting before these data are used to inform funding decisions. We recommend that the IAC conduct its own analyses of these and related issues, present them publicly, and recommend policy decisions with educational equity as the central consideration. Completing this work before the start of the 2023 Maryland General Assembly in January will provide legislators with the best information to make policy decisions.

We are available to assist in any way possible. Thank you very much for your time and consideration.

Sincerely,



Joshua M. Sharfstein, M.D.  
Professor of the Practice of Health Policy and Management  
Johns Hopkins Bloomberg School of Public Health



Richard Lofton, PhD  
Assistant Professor  
Johns Hopkins School of Education

cc: Ellington Churchill, Vice Chair, IAC  
Mohammed Choudhury, State Superintendent of Schools

## **Attachment: It Appears that the IAC Weights Additional Space More Heavily Than School Components Posing an “Immediate Code/Health/Life Threat”**

In calculating the MDCI score, the IAC assigns a weight to school components that pose an “immediate code/health/life threat” of **3.5** and a weight for additional space of **3.0**. So it might seem that serious threats are always weighted more heavily than additional space.

But that would be incorrect, as the methodology the IAC apparently uses to apply the weight can result in effectively valuing the weight for additional space much more than 3.0.

Understanding this issue starts with appreciating that the MDCI score is a fraction with a numerator and a denominator, designed to work as a weighted average. The numerator is the sum of the replacement values of each school component multiplied by their respective weights. The denominator is the sum of the replacement value of each component without weighting.

Yet there is one major exception: *The MDCI denominator apparently does not include the replacement value of additional space.* This exception has consequences. Consider School A, where:

- The numerator is **\$19.6 million**.
- The denominator *without including the replacement value of additional space* is **\$12.5 million**.
- The MDCI score is **1.57**. This is the score that was reported by the IAC.

Now consider an alternative scenario for School A, where the replacement value for additional space is included in the denominator, as it is with all other school components.

- The numerator is still **\$19.6 million**.
- The denominator *including the additional space* is **\$18.2 million**.
- The alternative MDCI score is **1.08**.

That’s a big difference.

To fully understand the implications of the IAC’s methodology, it is possible to bring these scenarios together, calculating what weight would need to be assigned to additional space if it were to be included in the denominator and still result in the school having the assigned MDCI score of 1.57.

- The denominator *including the additional space* is **\$18.2 million**.
- The MDCI score is **1.57**.
- The numerator must then be  $\$18.2 \times 1.57 =$  **\$28.5 million**.

To make the numerator \$28.5 million, we increase the weight of the replacement value of the additional space from **3.0** to **4.57**.

In summary: it may initially appear that the comparison of weights between is **3.5** to **3**. But the more fair comparison appears to be **3.5** to **4.57**, with far more effective weight accorded to the additional space.

## **DRAFT Meeting Minutes – October 13, 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:**

Alex Donahue, IAC Acting Executive Director, recommended that **Item 3 Sale of Dr. Roland N. Patterson Sr. School Building #82 (Baltimore City)** be considered after the Executive Session. Additionally, the Executive Session will only be to receive legal advice and will not involve personnel matters as was stated on 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. Eberhart, seconded by Secretary Churchill, the IAC voted unanimously to approve the consent agenda. Ms. Lawlah and Mr. Lombardo were absent for the vote.

##### **A. Approval of the September 8, 2022 Minutes**

To approve the minutes of the September 8, 2022 Interagency Commission on School Construction Meeting.

##### **B. Summary of Contract Awards**

To approve contract procurement as presented.

##### **C. Project Closeouts**

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

- D. Approval of Montgomery County Public Schools Easements**  
To approve the conveyance by the Montgomery County Board of Education of the easements as presented.
- E. Charles County Public Schools Request to Rescind Local Planning Approval for Three Projects**  
To approve the rescission of Charles County Public School's FY 2019 Local Planning (LP) approval for the Maurice J. McDonough High School Renovation and Addition project (PSC#08.009.19 LP), 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).
- F. Prince George's County Public School's Revision to Charles Flowers H. High School Project FY 2023 CIP Allocation**  
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.
- G. Approval of Revisions to Previously Approved Contracts**  
To approve revisions to a previously approved contract award to accurately reflect the correct allocation amounts for the Carroll County Career and Technology Center renovation/addition contract.
- H. Informational Facility Status Changes – [Informational Only]**
- I. Built to Learn Act Project Status Report – [Informational Only]**

**2. Approval of Lease Agreement between the Maryland Stadium Authority and the IAC – [Motion Carried]**

Secretary Churchill provided an overview of the Department of General Services Office of Real Estate's role and responsibilities in procuring new office space for the IAC. Heidi Dudderar, Assistant Attorney General for the IAC, presented the terms in the lease agreement. IAC members asked for clarification on when the IAC will begin to occupy the office, and IAC staff responded that the lease will begin April 1, 2023. Members expressed their support for the choice of the office space.

Upon a motion by Ms Eberhart, seconded by Secretary McCord, the IAC voted unanimously to approve 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 and the IAC, pending non-substantive edits by MSA and IAC staff.

**4. Pass-Through Grant Funding Approval - [Motion Carried]**

Arabia Davis, IAC Funding Programs Manager, presented funding requests for the Pass-Through Grant (PTG) program for a HVAC project in Charles County, playground shading structures at three schools in Talbot County, and a roof project in Wicomico County. IAC members requested Charles County's HVAC project school's square footage and the amount of space that the HVAC system will service, and IAC staff will follow up with further information regarding the request.

Upon a motion by Secretary McCord, seconded by Secretary Churchill, the IAC voted unanimously 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.

**5. Queen Anne's County Public Schools – Amend Two Projects from FY 2022 Capital Improvement Program - [Motion Carried]**

Gricel Muñoz, IAC Regional Facilities Manager, presented Queen Anne's County's request to amend the two FY 2022 roof projects for additional cost increases due to current market conditions. IAC members requested clarification that these projects are for partial roofs, which IAC staff confirmed; these schools had earlier roof projects and these projects are for the outstanding roofs. The projects were originally funded in FY 2020 and were rescinded and amended in FY 2022 because the Local Education Agency (LEA) was unable to enter a contract due to market conditions. Furthermore, IAC members questioned the condition of the remainder of the roofs, and IAC staff explained that the majority of the roofs were renovated in the past 20 years and still have remaining useful life.

Upon a motion by Mr. Lombardo, seconded by Ms. Eberhart, the IAC voted unanimously 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.

**6. Public School Enrollment Projections - [Information Only]**

Jamie Bridges, IAC Planning Manager, and Graham Twibell, IAC Regional Planner, presented a follow up to the May 11, 2022 presentation on enrollment projections. The presentation provided an overview of projected enrollment, eligible enrollment, adjacent schools, and the eligible enrollment variance process. IAC members requested clarification if the IAC reviews projected enrollments at adjacent schools. IAC staff clarified that they review the year 7 projection and have recently been requesting projections up to year 10 from LEAs. Furthermore, IAC members requested clarification regarding how the IAC determines the population of Choice/Magnet schools, and IAC staff explained that they work with each LEA on a case-by-case basis to determine an eligible enrollment.

**7. Executive Session - [Motion Carried]**

Pursuant to §3-305(b)(7) of the General Provisions Article, Annotated Code of Maryland, and with unanimous agreement by all members present, the Commission met in closed session on Thursday, October 13, 2022 to receive legal counsel. All members were present at the closed session with the exception of Mr. Gibbons. Also in attendance were Executive Director Donahue, Ms. Viscarra, and Ms. Dudderar. The Executive Session commenced at 9:39 a.m.

The Executive Session concluded at 10:13 a.m. Chair Kasemeyer explained that the closed session was to be briefed by legal counsel on the provision of the Code of Maryland Regulations relating to disposition of schools buildings and the standard property transfer agreement used by the IAC when property is transferred from an LEA to county or city government.

**3. Sale of Dr. Roland N. Patterson Sr. School Building #82 (Baltimore City) – [Motion Carried]**

Note: Due to a revision to the agenda, Item 3 was considered after the Executive Session.

Andy Frank, Real Estate Officer, Baltimore City Office of Comptroller, and Joann Levin, Baltimore City Solicitor, presented the scope of the project and the planned development of the Dr. Roland N. Patterson Sr. School Building property by the purchaser, Choo Smith Youth Empowerment (CSYE). IAC members requested information on the planned usage of the current building on the property. Mr. Frank explained that the developers are still finalizing plans at this time to determine the outcome of the building. Members requested the definition of affordable apartments in the plan, and Mr. Frank explained that the developers plan to use Low-Income Tax Credits as a source of financing which requires providing housing to families earning as low as 30% of median income and potentially up to 50%; the potential rate is not set at this time. Members clarified that 4 acres will be retained by the City and Mr. Frank confirmed that the property will be subdivided to maintain some property for the use of the community. Furthermore, members requested the current number of Baltimore City students that the CSYE serves. Mr. Frank explained that CSYE currently operates in Baltimore County and does not serve City students but will serve an unknown number of City students in the surrounding neighborhoods of this community center.

Upon a motion by Ms. Eberhart, seconded by Superintendent Choudhury, the IAC voted to approve the sale of the property formerly used for Dr. Roland Patterson Senior High School located at 4701 Greenspring Drive, Baltimore, MD, 21209, from the Mayor and City Council of Baltimore to Choo Smith Youth Empowerment, Inc. on terms set forth in the Land Disposition Agreement entered into between these parties and described in the City’s testimony. The consideration for the sale of the property is the amount of the outstanding State bond debt associated with the property, which will be confirmed by the State Treasurer’s Office. In accordance with this Commission’s August 22, 2019 approval of the closure and transfer of this property to the Mayor and City Council of Baltimore, this approval is also conditioned upon full repayment of the outstanding State bond debt associated with this property by Baltimore City within thirty (30) days of the closing of the sale of the property.

<b>Item 3 Vote Results</b>			
Chair Kasemeyer	Yes	Mr. Gibbons	Absent
Superintendent Choudhury	Yes	Ms. Lawlah	Yes
Secretary Churchill	Yes	Mr. Lombardo	Yes
Mr. Darenberg	No	Secretary McCord	Yes
Ms. Eberhart	Yes		

**Announcements:**

None.

**Adjournment:**

Upon a motion by Mr. Lombardo, with a second by Ms. Eberhart, the IAC voted unanimously to adjourn the meeting at 10:29 a.m.



**Item 1B. Summary Of Contract Awards**

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**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.

		<u>Bid Opening</u>	<u>Total Contract</u>	<u>State Funds</u>	<u>Local Funds</u>
<b><u>Anne Arundel County</u></b>					
1.	Crofton Middle PSC #02.038.23 C/EGRC Construction - Addition		<b>\$6,659,636</b>	\$3,304,818	\$3,354,818
	Smolen EMR Llkovitch Architects	08/11/2021	\$702,136		
	Towson Mechanical, Inc.	08/11/2022	\$5,862,500		
	Electrical Automation Services, Inc.	08/05/2022	\$95,000		
<b><u>Baltimore County</u></b>					
2.	Church Lane Elementary PSC #03.026.22 HSFF Systemic Renovation - Roof Replacement		<b>\$4,744,128</b>	\$1,339,500	\$3,404,628
	Weatherproofing Technologies, Inc.	09/09/2022	\$4,744,128		
3.	Fort Garrison ES PSC #03.090.22 SR Systemic Renovation - Roof Replacement		<b>\$3,080,835</b>	\$963,000	\$2,117,835
	1 - Weatherproofing Technologies, INC	04/14/2022	\$3,080,835		
4.	Deep Creek Elementary PSC #03.129.22 SR/EGRC Systemic Renovation - Roof Replacement		<b>\$3,235,718</b>	\$838,000	\$2,397,718
	Weatherproofing Technologies, Inc.	08/31/2022	\$3,235,718		

		<u>Bid Opening</u>	<u>Total Contract</u>	<u>State Funds</u>	<u>Local Funds</u>
<b><u>Caroline County</u></b>					
5.	Ridgely Elementary PSC #05.006.23 SR Systemic Renovation - Roof Replacement		<b>\$2,095,000</b>	\$1,843,600	\$251,400
	Apex Business Solutions, LLC	05/06/2022	\$2,095,000		
<b><u>Carroll County</u></b>					
6.	Westminster East Middle PSC #06.004.23 C/BTL Construction - Replacement		<b>\$59,152,282</b>	\$24,903,703	\$34,248,579
	1 - Dustin Construction, Inc.	08/18/2021	\$59,152,282		
<b><u>Garrett County</u></b>					
7.	Grantsville Elementary PSC #11.004.22 SR Systemic Renovation - Roof Replacement		<b>\$1,499,898</b>	\$749,949	\$749,949
	Daiken Applied	11/02/2021	\$1,499,898		
8.	Southern Middle PSC #11.008.23 C-AE Construction - A/E Fees - Design fees		<b>\$79,900</b>	\$71,910	\$7,990
	Grim & Parker Architects	11/10/2022	\$79,900		
9.	Northern High PSC #11.014.21 SSGP Systemic Renovation - Security Vestibule		<b>\$244,700</b>	\$154,000	\$90,700
	Harbel, Inc.	03/03/2022	\$244,700		
<b><u>Montgomery County</u></b>					
10.	New Hampshire Estates Elementary PSC #15.089.23 ASP Systemic Renovation - Elevator Replacement		<b>\$273,304</b>	\$273,304	\$0
	Nicholas Contracting, Inc.	08/31/2022	\$273,304		

		<u>Bid Opening</u>	<u>Total Contract</u>	<u>State Funds</u>	<u>Local Funds</u>
<b>Montgomery County - Cont'd</b>					
11.	Blair High PSC #15.171.22 SR Systemic Renovation - Roof Replacement Phase 1 Vatica Contracting, Inc.	03/15/2022	<b>\$2,489,000</b> \$2,489,000	\$968,000	\$1,521,000
12.	Forest Oak Middle PSC #15.191.22 SR Systemic Renovation - Roof Replacement CitiRoof Corporation	03/17/2022	<b>\$3,605,785</b> \$3,605,785	\$1,255,000	\$2,350,785
13.	North Bethesda Middle PSC #15.245.22 SR Systemic Renovation - Roof Replacement Vatica Contracting, Inc.	03/29/2022	<b>\$3,593,000</b> \$3,593,000	\$1,005,000	\$2,588,000
<b>Queen Anne's County</b>					
14.	Kent Island Elementary PSC #17.007.20 SR Systemic Renovation - Partial Roof Replacement Flynn Mid-Atlantic, LP	05/04/2022	<b>\$1,069,495</b> \$1,069,495	\$312,000	\$757,495
15.	Bayside Elementary PSC #17.021.22 SR Systemic Renovation - Partial Roof Replacement Raintree Services	05/04/2022	<b>\$1,056,450</b> \$1,056,450	\$248,000	\$808,450
<b>Summary Totals</b>					
	<b>Total Contracts: 17</b>		<b>\$92,879,131</b>	<b>\$38,229,784</b>	<b>\$54,649,347</b>

**APPROVAL OF CONTRACTS**

LEA: Anne Arundel County

PSC No. 02.038.23 C/EGRC

Project Name: Crofton Middle

Bid Opening: 8/11/22

Project Type: Construction

Scope of Work: Addition

Basis for Award of Contract: Base bid + alts 1-4

Basis of Funding: 50% of eligible base bid + alts 1-4

Local Funds: \$3,354,818

State Funds: \$3,304,818

Total Contract: \$6,659,636

State Contingency for Change Orders: 0

Transfer State Funds:	Account No.	Amount
Decrease Project Amount:		<u>\$0</u>
Increase Contingency Amount:		<u>\$0</u>
Decrease Contingency Amount:		<u>\$0</u>
Increase Project Amount:		<u>\$0</u>

<u>Contract #</u>	<u>Contractor</u>	<u>Total Contract</u>
	Smolen EMR Llkovitch Architects	\$702,136
	Towson Mechanical, Inc.	\$5,862,500
	Electrical Automation Services, Inc.	\$95,000
		<u><u>\$6,659,636</u></u>

- Notes: (1) Construct an addition of 8,822 sf and renovation of 5,376 sf, for 1,326 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.

IAC Approval Date:

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**23CN-023 CLASSROOM ADDITION PROJECT AT CROFTON MIDDLE SCHOOL**

<b>CONTRACTOR</b>	<b>Towson Mechanical, Inc.</b>	<b>Tech Contracting Company, Inc.</b>	<b>Keller Brothers, Inc.</b>	<b>S.E. Davis Construction, LLC</b>
<b>BASE BID</b>	<b>5,685,000</b>	5,913,120	6,079,800	6,483,137
<b>ALTERNATE NO. 1</b>	<b>43,000</b>	68,000	55,300	54,851
<b>ALTERNATE NO. 2</b>	<b>17,500</b>	1,928	69,200	30,800
<b>ALTERNATE NO. 3</b>	<b>68,000</b>	61,216	69,900	68,277
<b>ALTERNATE NO. 4</b>	<b>49,000</b>	74,925	62,800	50,600
	<b>5,862,500</b>	6,119,189	6,337,000	6,687,665

<b>CONTRACTOR</b>	<b>Nastos Construction, Inc.</b>	<b>Henley Construction Company, Inc.</b>	<b>Cooper Building Services, LLC</b>	<b>O'Connor Company of North Carolina</b>
<b>BASE BID</b>	<b>6,975,300</b>	7,074,000	7,353,000	8,524,625
<b>ALTERNATE NO. 1</b>	<b>97,400</b>	53,000	46,000	45,000
<b>ALTERNATE NO. 2</b>	<b>73,200</b>	69,000	72,000	50,000
<b>ALTERNATE NO. 3</b>	<b>49,200</b>	67,000	80,000	65,000
<b>ALTERNATE NO. 4</b>	<b>76,630</b>	100,000	84,000	85,000
	<b>7,271,730</b>	7,363,000	7,635,000	8,769,625

**\*\*Bold indicates award\*\***

- Alternate 1- Flooring Upgrade
- Alternate 2-Countertop Upgrade
- Alternate 3-Existing Cafeteria Lighting Replacement
- Alternate 4-Mill & Overlay at Service Lot



3410 Mountain Road  
Pasadena, MD 21122  
(410) 437-3103  
FAX (410) 437-3163  
www.easicontrols.com

August 5, 2022

## PROPOSAL/QUOTATION

**SRR0123-1**

**PROJECT:**

AACPS CROFTON MS ADDITION

**ATTENTION:**

Mr. AACPS

**REFERENCE DOCUMENTS:**

1. Mechanical Plans M0.01 through M5.01 by BKM dated 7/7/2022
2. Specification 230900 by BKM dated 7/7/2022
3. Addendum-1 by BKM dated 8/1/2022

**SCOPE of WORK:**

PROVIDE & INSTALL RACEWAY, CONDUCTORS, AND TERMINATIONS FOR THE ABOVE REFERENCED PROJECT LIMITED TO THE FOLLOWING:

**TASKS: (1)**

1. DEMOLITION: Cut, cap and make safe controls for select equipment for removal by mechanical contractor. Relocate (3) existing thermostats as required.
2. VPUS (5): Unit to come with all dampers, 24"x24" space for DDC controllers and DX operating and safety controls. We will provide and install, Honeywell BACnet Spyder controller with I/O modules, HOA switch, zone temp/humidity sensor, supply, mixed, return, outside air and ERW temperature sensors; supply and exhaust fan stop/start and status relays; ERW stop/start and status relays, DX start/stop relay, DX and hot gas signals, condensate switch, electric heat coil relay, signal, and airflow switch; outside, return, and exhaust damper actuators and associated control wiring. Provide programming and commissioning.
3. RTU-4: Unit to come with OAFMS, VFD, all dampers, 24"x24" space for DDC controllers and DX operating and safety controls. We will provide and install, Honeywell BACnet Spyder controller with I/O modules, HOA switch, zone temp/CO2 sensor, supply, return and outside air humidity sensors; supply, return, mixed, outside air, and DX coil temperature sensors; (1) OAFMS control signal, high limit static pressure switch, supply fan stop/start and status relays; DX start/stop relay, DX and hot gas signals, Gas heat start/stop relay, gas heat signal, supply and return duct smoke detector alarm relays, supply fan VFD speed signal, outside and return air damper actuators and associated control wiring. Provide programming and commissioning.
4. DUCTLESS SPLIT (5): Unit to come with factory wired controls and remote thermostat. We will mount and wire the thermostat, interlock the outdoor unit and provide and install (5) zone sensors with associated control wiring to closest DDC controller for monitoring and alarming purposes. Provide programming and commissioning.
5. EFS (3): Provide and install a stop/start relay, status relay, damper actuator, and associated control wiring to closest DDC controller. Dampers are furnished with equipment. Provide programming and commissioning.
6. CUH-3, 4 AND 7 - LINE VLOTAGE ELECTRIC: All units to come with integral or remote line voltage thermostats. We will mount and wire (3) remote line voltage thermostats for units that show thermostat locations.
7. CUH-1 AND 2 - ELECTRIC OCC UNOCC: Provide and install a start/stop relay, zone temperature sensor and associated control wiring to the closest controller. Provide programming and commissioning.
8. SEWAGE EJECTOR PUMP ALARMS: Provide high level alarm, (2) pump alarms and associated control wiring from pump control panel to the closest controller. Provide programming and commissioning.
9. NEW THERMOSTAT GUARDS (3): Provide and install (3) plastic thermostat guards.
10. TABLET/TRAINING: Provide an allowance of \$5,000 for tablet and training.
11. NETWORK: Provide and install (1) JACE-8010 supervisory controller and BACnet communication cabling to new Honeywell controllers. Provide system graphics on existing workstation.

CONTINUED PAGE 1 of 2

August 5, 2022

**PROPOSAL/QUOTATION SRR0123-1**

**PROJECT:**

AACPS CROFTON MS ADDITION

**ATTENTION:**

Mr. AACPS

**EXCLUSIONS:**

1. AHU-3 and all associated controls are existing to remain.
2. All wall rough-in for temperature, humidity, CO2, etc., is provided by Div-26.
3. All work associated with fire alarm system, smoke dampers and fire dampers.
4. Demolition and installation of mechanical equipment, piping, ductwork, valves, etc.
5. Emergency fan shutdown switch and global outside air sensors are existing to remain.
6. Installation of any mechanical equipment, piping, wells, ductwork, AFMS, dampers, pressure taps and valves.
7. New DHW heater and pump controls are not indicated and not included.
8. Power wiring.
9. Premium time.
10. Providing or installation of VFD's.
11. Start-up and warranty of controls and equipment not provided and installed by EASI.

**NOTES:**

1. Access, escorts and parking to be provided by owner.
2. All work to be performed during normal working hours.
3. Price includes engineered drawings, demonstration and (2) year warranty.
4. Price reflects open plenum rated cable installation above accessible ceilings, EMT where exposed and GRC outside.
5. Work is limited to equipment specified in this proposal.

**BASE PRICE:**

*Ninety Five Thousand Dollars*-----**\$95,000.00**

PREPARED BY:

*Ron Snedegar*

ACCEPTED BY

TITLE

DATE

SIGNATURE HERETO ACKNOWLEDGES TERMS ABOVE AND SERVES AS NOTICE TO PROCEED. PROPOSAL VOID IF NOT ACCEPTED BY



**Estimating Sheet**

**Proposal #**  
SRR0123

**Anne Arundel County Public Schools**

**School/ProjectName**  
Crofton MS Classroom Addition  
**Labor Rates**

**Pricing and labor rates as per AACPS Contract**  
**RFB No. 19CN-061**

<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Sell Price</u>
1) AHU/RTU Controls	\$7,500.00	5	\$37,500.00
2) VAV Controls	\$700.00	0	\$0.00
3) UV Controls	\$700.00	0	\$0.00
4) Fan Coil Controls	\$700.00	0	\$0.00
5) Boiler Controls	\$1,500.00	0	\$0.00
6) Chiller Controls	\$1,500.00	0	\$0.00
7) Exhaust Fan Controls	\$250.00	3	\$750.00
8) Pump Controls	\$250.00	0	\$0.00
9) CUH Controls	\$350.00	0	\$0.00
10) UH Controls	\$350.00	5	\$1,750.00
11) Tridium JACE Controller	\$1,000.00	1	\$1,000.00
12) Honeywell Spyder Controller	\$300.00	6	\$1,800.00
13) Large ATC Panel	\$350.00	1	\$350.00
14) BACnet Comm 1000' F&I	\$800.00	2	\$1,600.00
15) 3/4" conduit 10' F&I	\$100.00	9	\$900.00
16) 3/4" Rigid 10' F&I	\$125.00	0	\$0.00
17) 3/4" IMC 10' F&I	\$130.00	0	\$0.00
18) 18/2 Plenum Cable 1000' F&I	\$800.00	5	\$4,000.00
19) HVAC Technician Per Hour	\$105.00	60	\$6,300.00
20) Electrician Per Hour	\$85.00	80	\$6,800.00
21) Electrician App. Per Hour	\$55.00	80	\$4,400.00
22) Pneumatic Fitter Per Hour	\$100.00	0	\$0.00

23) HVAC Mechanic Per Hour	\$100.00	0	\$0.00
24) HVAC App. Per Hour	\$65.00	0	\$0.00
25) Security Technician Per Hour	\$105.00	0	\$0.00
26) Graphics Designer Per Hour	\$95.00	40	\$3,800.00
27) Project Manager Per Hour	\$115.00	40	\$4,600.00
28) Consulting Engineer Per Hour	\$140.00	0	\$0.00
29) ATC Engineer Per Hour	\$95.00	30	\$2,850.00
30) Zone Sensor F&I	\$150.00	6	\$900.00
31) Damper Actuator F&I	\$250.00	8	\$2,000.00
32) Valve Actuator F&I	\$250.00	6	\$1,500.00
33) Duct Mount Temp Sensor F&I	\$150.00	6	\$900.00
34) CO2 Sensor F&I	\$350.00	6	\$2,100.00
35) Humidity Sensor F&I	\$350.00	6	\$2,100.00
36) DP Sensor F&I	\$350.00	0	\$0.00
37) CAT 5 Cable per 330' F&I	\$600.00	1	\$600.00
38) Relay Single Pole F&I	\$75.00	0	\$0.00
39) Static Pressure Sensor F&I	\$350.00	0	\$0.00
40) Temp Low Limit Sensor F&I	\$350.00	0	\$0.00
41) Outside Air Sensor F&I	\$400.00	0	\$0.00
42) VRF Controls F&I	\$300.00	0	\$0.00

**Totals**

406

**\$88,500.00**

<u>Parts</u>	<u>Parts Cost</u>	<u>Mark-up</u>	<u>Cost w/Mark-up</u>	<u>Quantity</u>	<u>Sell Price</u>
1) Tablets and Training	\$5,000.00	30%	\$6,500.00	1	\$6,500.00
2)	\$0.00	30%	\$0.00	0	\$0.00
3)	\$0.00	30%	\$0.00	0	\$0.00
4)	\$0.00	30%	\$0.00	0	\$0.00
5)	\$0.00	30%	\$0.00	0	\$0.00
6)	\$0.00	30%	\$0.00	0	\$0.00

7)		\$0.00
8)		\$0.00
9)		\$0.00
10)		\$0.00

30% \$0.00  
 30% \$0.00  
 30% \$0.00  
 30% \$0.00

0
0
0
0

\$0.00  
 \$0.00  
 \$0.00  
 \$0.00

**Totals Material** \$5,000.00

30% \$6,500.00

1

**\$6,500.00**

Submittals, Permits, and Mobilization

10%

---

**Total labor and material**

**\$95,000.00**



# PURCHASE ORDER

## Anne Arundel County Public Schools

Purchasing (410) 222 - 5160 • Fax (410) 222 - 5624 • Accounting (410) 222 - 5230

NOTE: Your Federal Identification or Social Security Number Must Appear on Your Invoice.

AACPS Tax Exemption Number: Maryland - 3000110-2; Federal - 52-73-0144K

Fraud Hotline 1 - 877 - 453 - 6681

Ref No.

P.O. Number

**PO 9212**

**33P22091402069**

Purchase Order DATE:

**09/14/2022**

Vendor Number: **VC0000005637**

Vendor Name: **ELECTRICAL AUTOMATION SERVICES**

Ship To Address:

**AACPS-Maintenance Division  
9034 Ft. Smallwood Road  
Pasadena, MD 21122**

Attn: **Fish/Mert Schulze/ld**

Bill To Address:

**AACPS-Accounting  
2644 Riva Road  
Annapolis, MD 21401**

Vendor Address (Mail To):

**ATTN JEFF ASHE  
ELECTRICAL AUTOMATION SERVICES  
3410 MOUNTAIN RD  
PASADENA, MD 21122**

Contract Number: **19CN-061**

Proc Type: **Purchase Order**

Version Number: **1**

Comment:

Delivery Date: **09/29/2022**

Confirmation: **NO**

Grand Total Amount: **\$95,000.00**

AACPS Contact Name **Fish/Mert Schulze/ld**

Phone Number: **443 770 5274**

Email Address:

Buyer's Name: **Marlene Mueller**

Buyer's Phone: **410-222-5178**

Buyer's Email: **mmueller@aacps.org**

FOB: **FOB Dest, Freight Prepaid**

### SPECIAL INSTRUCTIONS:

- \* **INSIDE DELIVERY ONLY!** All deliveries shall be made to the "Ship To" location and placed indoors **without** assistance from school personnel, with exception of the AACPS Warehouse.
- \*\* AACPS Reserves the right to cancel this order without penalty to AACPS if delivery is not made within **thirty days**.  
For delivery hours, visit our website at [www.aacps.org/aacps/boe/ADMIN/PUR/purchasing.asp](http://www.aacps.org/aacps/boe/ADMIN/PUR/purchasing.asp)
- \*\*\* **INDEMNITY:** Seller shall indemnify, defend, and hold Anne Arundel County Public Schools harmless from all claims, liability, loss, cost, or expense by reason on injuries or damages to persons or property resulting from or arising out of (a) the use of any item sold or delivered under this contract, (b) the performance of work or services under this Contract, and (c) any act or omission of Seller, its subcontractors, suppliers, or any of their agents.

AACPS Contract #19CN-061  
33R22\*4166mem

PO Line	Comm Line	Commodity Code / Description	Quantity	Unit of Measure	Unit Price \$	Amount \$
1 of 1	1	<b>00005</b> Maintenance of Facilities Provide and install raceway, conductors and terminations per proposal SRR0123-1. Crofton MS - Addition	0.0		0.00	\$95,000.00

Comm.	Acct.	** ACCOUNTING USE ONLY **	Budget Account Numbers	Amount \$
1	1		3 4 1 3 - 9 0 5 1 - 3 2 6 3 - A 4 X - 2 7 1 3 - 0 0 2 2 - 4 2 2 3	\$95,000.00

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability. For more information, contact The Division of Human Resources, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, Maryland 21401, (410) 222-5286; TDD (410) 222-5500.

Grand Total Amount:

**\$95,000.00**

Approved:

AACPS Superintendent or Supervisor of Purchasing

**ANNE ARUNDEL COUNTY PUBLIC SCHOOLS**  
**ARCHITECTURAL AND ENGINEERING SERVICES**  
**PROPOSAL SUMMARY**

**PROJECT TITLE: Crofton Middle School Addition**

**RFP NUMBER: 19CN-145-030**

**SCHEDULE**

**DATE**

Notice-to-Proceed (NTP)	Immediately After Board Approval
35% Submission	140 Days ARO
On-Board Review	161 Days ARO
100% Submission	273 Days ARO
On-Board Review	294 Days ARO
Final Documents (4 to 6 weeks to Bid Opening)	392 Days ARO
Bids Due	427 Days After Final Documents
Construction Starts	Immediately After Supervisor of Purchasing Signs Contract and NTP
Substantial Completion	665 Days ARO

**FEE**

Firm fixed fee for this task \$702,135.70

**FEE BREAKDOWN**

<u>Phase</u>	<u>Fee</u>
Design Phase	\$503,789.22
Bid Phase	\$26,594.93
Construction Administration Phase	\$171,751.55

<u>Subconsultant Firm(s)</u>	<u>MDOT Cert. No.</u>	<u>% of Utilization</u>
1. MK Consulting Engineers	13-019	15.74
2. Columbia Engineering, Inc.	98-013	4.03
3. Nyikos-Garcia Food Service Design	16-237	0.99
Total		20.76%

**PROJECT BUDGET**

AACPS Construction cost estimate for this project is \$6,000,000.00

**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.

12/08/06

August 11, 2021  
August 19, 2021 Revised

Vincent O'Brien  
Senior Buyer Construction Unit  
2644 Riva Road  
Annapolis, MD 21401

Reference: Crofton Middle School Addition  
RFP Number: 19CN-145-030  
SEI Project Number: 21001.M040

Dear Mr. O'Brien,

We are pleased to submit our proposal to provide professional Architectural/Engineering Design Services for the Classroom Addition at the existing Crofton Middle School located at 2301 Davidsonville Road (Rt. 424), Gambrills, MD 21054.

### **I. Project Description:**

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The project is predicated on achieving a school capacity by four (4) additional classrooms. Added student capacity will also necessitate the expansion of core capacity by enlarging the size of the cafeteria. As the existing cafeteria is located within the core of the building, expansion cannot be achieved by addition. Expansion of the cafeteria will necessarily be provided by renovating existing adjacent classroom space. The displaced classrooms will be relocated within a new classroom addition. Classroom addition to consist of a total of five (5) or potentially six (6) classrooms.

The program and design factors will be in accordance with the Educational Specifications dated September 1, 2021. The estimated overall project budget is \$7,000,000 (inclusive of design fees, owner contingencies and FF&E).

### **II. Scope of Services**

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We intend to provide Architectural and Engineering services required to accomplish the scope of work expressed in the project description above. Further detailed information regarding the sub-consultant scopes of services has been included as an appendix to this proposal.

The project Scope of Services includes the following phases:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Bidding Phase
- Construction Administration Phase

The proposed project team to carry out the project scope will be:

Base A/E Design Services will be provided by:

- Architectural: Smolen Emr Ilkovitch Architects (SEI)
- Civil Engineering: MK Consulting Engineers (MK)
- Structural Engineering: Columbia Engineering, Inc. (CEI)
- MEP Engineering: Burdette, Koehler, Murphy & Associates (BKM)
- IT/AV Design: Educational Systems Planning (ESP)

In addition to above, Task, and/or Optional Services will be provided by:

- Professional Cost Estimating: Cost Con Construction Services Inc.
- Geotechnical Investigation: Hillis-Carnes Engineering Associates (HCEA)
- Testing & Inspections: Hillis-Carnes Engineering Associates (HCEA)
- Fire Protection Engineering: EBL Engineers, Inc. (EBL)
- Kitchen Design: Nyikos-Garcia Food Service Design

### III. Schedule

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The proposed project schedule will be:

- Notice to Proceed: October 2021
- Schematic Design: November 2021
- Design Development: February 2022
- Construction Documents: July 2022
- Bidding & Negotiations: November 2022
- Notice to Bidders: February 2023
- Award
- Construction Administration: March 2023
- Contractor Notice to Proceed: 15 months
- Construction Duration: July 2024
- Construction Completion: August 2024
- Occupancy

**IV. Architectural/ Engineering Fees**

The Lump sum fee for professional services is as follows:

<b><u>Base A/E Services:</u></b>	<b><u>Total</u></b>
Schematic Design	\$ 70,146.00
Design Development	\$ 114,086.00
Construction Documents	\$ 224,273.00
Bidding & Negotiation	\$ 25,608.00
Construction Administration	\$ 99,770.00
<b>BASE A/E SERVICES SUBTOTAL</b>	<b>\$ 533,883.00</b>
<b><u>Task Services:</u></b>	<b><u>Total (including OH)</u></b>
Cost Estimating	\$ 18,724.20
Fire Protection	\$ 48,323.00
Kitchen Design	\$ 7,634.00
Geotechnical Investigation	\$ 8,063.00
Survey	\$ 5,500.00
Soil Boring Stakeout	\$ 880.00
Forest Stand Delineation	\$ 22,137.50
Direct Expenses	\$ 2,000.00
<b>TOTAL BASE A/E &amp; TASK SERVICES</b>	<b>\$ 647,144.70</b>
<b><u>Allowances:</u></b>	
Testing & Inspections	\$ 55,000.00
<b>TOTAL FEE</b>	<b>\$ 702,144.70</b>

**Optional Services**

Forest Conservation Agreement	\$14,950
Easement Plats (4) & Legal Descriptions (5)	\$14,850

Invoices will be presented monthly based on the percentage of work completed. Payments not received within 30 days of invoice will be subject to an additional charge of 1½ percent per month. No retainage will be withheld on professional services.

**V. Reimbursable Expenses:**

Reimbursable Expenses are in addition to the Direct Expenses included in the Architectural and Engineering fee.

Reimbursable expenses shall be invoiced at a multiple of 1.15 times the amount billed the Architect for expenses authorized by the client and incurred for the benefit of the project, to include but not be limited to:

- A. Printing Costs for documents for the owners use, printing of presentation materials, meeting materials and required submissions.
- B. Cost for courier, overnight deliveries and special delivery requests by the owner.
- C. Expenses authorized by the client and incurred for the benefit of the project.

Direct costs are a fixed cost portion of the lump sum fee. Those costs will be invoiced in full by the conclusion of the project through partial payments as invoiced at various stages of the project's development.

**VI. Additional Services:**

Fees for pre-authorized Additional Services shall be in accordance with the hourly rates stated below and as mutually agreed upon by the architect and the owner. These rates will increase by 4% per annum for the duration of the project.

Principal:	\$210.00
Project Manager:	180.00
Project Architect:	97.00
Drafter	66.00
Clerical:	66.00

**VI. Payments:**

Invoices will be presented monthly based on the percentage of work completed. Payments not received with-in 30 days of invoice will be subject to an additional charge of 1½ percent per month. No retainage will be withheld on professional services.

**VII. Qualifications/ Exclusions**

Except as noted above, the following qualifications and exclusions are specifically made with regards to the scope of Professional Services to be provided under the terms of this proposal. Sub-consultant proposals have been attached as an Appendix to this proposal. All assumptions, qualifications, exceptions, and description of scopes contained in the sub-consultant proposals are applicable to this master proposal:

1. This proposal is limited to fifteen (15) months of construction administration services from the date of the contractor's notice to proceed. Any extension of construction administration (CA) beyond that duration will be provided as an additional service. The cost of additional CA duration will be determined by dividing the originally agreed upon CA fee by the originally anticipated duration and applying that rate to each additional month or partial month incurred.
2. This project is not intended to be designed to meet LEED requirements and will not be submitted for LEED certification.
3. Typical interaction with construction permit departments is anticipated. Extensive meetings with permitting officials to expedite permit reviews file for exceptions or development of special agreements is not included in this proposal.
4. FPE drawings will be developed in Autocad
5. Materials testing, services related to contaminated soils, hazardous materials identification or abatement is not included.

6. Project related application fees, including but not limited to filing fees, general building permit, trade permits waiver applications, and special exceptions are not included.
7. Coordination with outside consultants other than those specifically identified in the "Project Description" section above is not currently included.
8. Architectural renderings of the project and presentation materials are not currently included in this proposal.
9. SEI will rely on the accuracy and adequacy of the existing building record documents. Field conditions will be verified in the area of the work however detailed and extensive existing condition investigation is not included in this proposal.
10. Commissioning of building systems and training of operating staff is not included.
11. Building Envelope Commissioning is not included.
12. Public Works and Utility Agreements are not included.
13. Environmental Features assessment is excluded
14. Wetland delineation and J.D. is excluded
15. Phase I and Phase II Environmental Site Assessment will not be required, nor is it included.
16. No offsite work is anticipated and is therefore not included.
17. An allowance for Inspection and Testing services has been included. Allowance is for a value estimated to cover the entirety of the project. Exact testing requirements to be coordinated with the owner upon the completion of design and prior to the start of construction. Testing and inspection services shall be provided at the rates included within the proposal. If total sum of allowance is used up, an additional service proposal will be provided to increase the total allowance value.
18. Downstream, off-site, and/or stream restoration Quantity design services are excluded.
19. Contractor will prepare final As-built documents from this information from the design team's reviewed preliminary submission.
20. Design of non-conventional systems such as geothermal, solar heat, or thermal storage is not included
21. Changes to design in response to value engineering items developed after completion of design is excluded.
22. Mechanical test pits, physical testing, balancing, or payment for construction labor to obtain samples or cut inspection openings in structures or components is excluded.
23. Design analysis and documentation to acquire LEED points or LEED certification is excluded.
24. Printing and reproduction for bidding, construction contractor, or construction manager is excluded
25. Charges for flow tests and permits are excluded.

If you would like to discuss the scope of services, terms, conditions, fees, or any other issues, please do not hesitate to contact me.

Sincerely,



Dave Fischer, AIA, LEED AP BD+C  
Smolen ■ Emr ■ Ilkovitch Architects

CC: Kyle Ruef

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**APPROVAL OF CONTRACTS**

LEA: Baltimore County

PSC No. 03.026.22 HSFF

Project Name: Church Lane Elementary

Bid Opening: 9/9/22

Project Type: Systemic Renovation

Scope of Work: Roof Replacement

Basis for Award of Contract: Base bid plus alts 1, 2, &3.

Basis of Funding: 57% of eligible base bid plus alts 1, 2, &3.

Local Funds: \$3,404,628

State Funds: \$1,339,500

Total Contract: \$4,744,128

State Contingency for Change Orders: 0

Transfer State Funds:	Account No.	Amount
Decrease Project Amount:		<u>\$0</u>
Increase Contingency Amount:		<u>\$0</u>
Decrease Contingency Amount:		<u>\$0</u>
Increase Project Amount:		<u>\$0</u>

<u>Contract #</u>	<u>Contractor</u>	<u>Total Contract</u>
	Weatherproofing Technologies, Inc.	<u>\$4,744,128</u>
		<u><b>\$4,744,128</b></u>

- Notes:** (1) Roof replacement to maintain building envelope to allow a healthy environment.  
(2) Prevailing wage rates apply to this contract.  
(3) Eligible for funding available within FY 2022 HSFF allocation for LEA at time of reimbursement request.  
(4) 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:**

SECTION 00 40 00 - FORM OF PROPOSAL

DATE: September 9, 2022

PROJECT TITLE: CHURCH LANE ELEMENTARY SCHOOL ROOF REPLACEMENT

BCPS BID NUMBER: CWA-120-22-04

BID SUBMITTED BY: Weatherproofing Technologies, Inc.  
(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:

Jaime Brink/ss 9/9/2022  
(Signature of Bidder) (Date)

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:  
\$5,000 for Asbestos Abatement Services**

**BASE BID: \$ 4,408,686.85 \_\_\_\_\_ (IN DOLLARS)**

Four Million, Four Hundred Eight Thousand, Six Hundred Eighty Six Dollars and Eighty Five Cents

**BASE BID: \_\_\_\_\_ (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.

*Jaime Brink/ss* 9/9/2022  
\_\_\_\_\_  
(Signature of Bidder) (Date)

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:** Metal Fascia Panels per Section 07 41 00 –  
Provide all materials, labor, equipment and other necessary work to cover the existing porcelain coated metal fascia panels around the perimeter of the building. Provide hat channels and metal trim at top and bottom of panels. Work includes perimeter of raised Gymnasium area also.

ADD \$ 197,502.49 (IN DOLLARS)

One Hundred Ninety Seven Thousand, Five Hundred Two Dollars and Forty Nine Cents. (IN WRITING)

2. **Alternate No. 2:** Storm Drainage for Canopy per Section 23 16 00 –  
Provide all materials, labor, equipment, and other necessary work to connect new downspouts at Bus Canopy with cast iron piping, including cleanouts at each drop, elbows, underground piping (PVC), and connectors to tie into the existing yard inlet in grass area between building and bus loop to right side of school entrance. Line will need to extend under concrete sidewalk and shall run parallel with canopy between the canopy and Gymnasium.

ADD \$ 67,586.20 (IN DOLLARS)

Sixty Seven Thousand, Five Hundred Eighty Six Dollars and Twenty Cents (IN WRITING)

3. **Alternate No. 3:** Canopy Soffit per Section 07 41 00 -  
Remove existing bus canopy plaster soffit material in whole including lighting and dispose offsite. Provide all materials, labor, equipment, and other necessary work to install new metal soffit panels including hat channels at 24" o.c. max. Provide new LED light fixtures.

ADD \$ 70,352.56 (IN DOLLARS)

Seventy Thousand, Three Hundred Fifty Two Dollars and Fifty Six Cents (IN WRITING)

*Jaime Brink/SS* 9/9/2022  
(Signature of Bidder) (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 identified when directed to do so by the Owner.

Provide additional line item costs per unit for the following work. (BCPS will calculate the total quantity by the indicated cost per each item if base bid costs are tied):

**Unit Price No. 1** For the repair of existing damaged gypsum or concrete deck more than the 100 sq ft carried in the base bid outlined in Section 03 51 00. (\$ for 1 sf)  
(Allowance quantity to be indicate on Schedule of Values 100 sf)

\$ 2.55 Per Square Foot //(1 sf) (IN DOLLARS)

Two Dollars and Fifty Five Cents Per Square Foot //(1 sf) (IN WRITING)

**Unit Price No. 2** For replacement of existing gypsum or concrete deck more than 100 sq ft carried in the base bid outlined in Section 03 51 00. (\$ for 1 sf)  
(Allowance quantity to be indicated on Schedule of Values 100 sf)

\$ 2.55 Per Square Foot //(1 sf) (IN DOLLARS)

Two Dollars and Fifty Five Cents Per Square Foot //(1 sf) (IN WRITING)

**Unit Price No. 3** For repair and / or replacement of existing cementitious wood fiber (tectum) deck more than 64 sq ft carried in the base bid outlined in Section 03 51 10.  
(\$ for 1 sf)  
(Allowance quantity to be indicated on Schedule of Values 64 sf)

\$ 2.55 Per Square Foot //(1 sf) (IN DOLLARS)

Two Dollars and Fifty Five Cents Per Square Foot //(1 sf) (IN WRITING)

**Unit Price No. 4** For replacement of 2 by 8 nominal wood blocking more than 2,000 lf. carried in the base bid as outlined in section 06 06 00. (\$ for 1 lf)  
(Allowance quantity to be indicated on Schedule of Values 2,000 lf)

\$ 2.56 Per Lineal Foot //(1 lf) (IN DOLLARS)

Two Dollars and Fifty Six Cents Per Lineal Foot //(1 lf) (IN WRITING)

Jaime Brink/ss 9/9/2022  
(Signature of Bidder) (Date)

**Unit Price No. 5** For the repointing over and above the base bid quantity of 500 sf. (\$ for 1 sf)  
(Allowance quantity to be indicated on Schedule of Values at 500 sf)

\$ 2.83 Per Square Foot /(1 sf) (IN DOLLARS)

Two Dollars and Eighty Three Cents Per Square Foot /(1 sf) (IN WRITING)

**Unit Price No. 6** For replacement of existing wood deck more than 64 sq ft carried in the base bid outlined in Section 06 06 00.  
(Allowance quantity to be indicated on Schedule of Values 64 sf)

\$ 3.57 Per Square Foot /(1 sf) (IN DOLLARS)

Three Dollars and Fifty Seven Cents per Square Foot /(1 sf) (IN WRITING)

Jaime Brink/aa 9/9/2022  
(Signature of Bidder) (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.

*Jaime Brink/ss* 9/9/2022  
\_\_\_\_\_  
(Signature of Bidder) (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 in May 1962."

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)  
Weatherproofing Technologies, Inc.

By Jaime Brink/aa

VP, CFO, Treasurer  
(Official title)

3735 Green Road, Beachwood, Ohio 44122  
(Business Address)

800-852-6013  
(Phone)

\_\_\_\_\_  
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 N/A

Addendum #2 - Date Issued \_\_\_\_\_

Addendum #3 - Date Issued \_\_\_\_\_

Addendum #4 - Date Issued \_\_\_\_\_

Jaime Brink/ss  
Signature

VP, CFO, Treasurer  
Title

Weatherproofing Technologies, Inc.  
Contractor Name

PROPOSAL SHEET

X   
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).

X   
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.

X   
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.

X   
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."

X   
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.

X   
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.

X   
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  X  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  X  No  
Is your business located within Baltimore County, Maryland? \_\_\_ Yes  X  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: Weatherproofing Technologies, Inc. FEDERAL ID#- 34-0930570  
ADDRESS: 3735 Green Road  
Beachwood, Ohio 44122  
SIGNATURE: *Jaime Brink/ss*  
TYPED NAME/TITLE: VP, CFO, Treasurer  
TELEPHONE: 410-562-8781 FAX \_\_\_\_\_ DATE 9/9/2022  
E-MAIL: Jamie Gill, Senior Field Advisor, Phone: 410-562-8781

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of Weatherproofing Technologies, Inc. Beachwood, Ohio 44122, who address is 3735 Green Road, 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.

Sandy Shipley  
Witness

Jaime Brink/ss  
Signature  
9/9/2022  
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:**

F00035741

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

Sandy Shipley  
Witness  
Sandy Shipley, Contract Analyst  
Name/Title (please type or print)

Jaime Brink/ss  
Signature  
VP, CFO, Treasurer  
Name/Title (please type or print)

9/9/2022  
Date  
9/9/2022  
Date

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.

Jaime Brink, VP, CFO, Treasurer

\_\_\_\_\_  
Name and Title of Authorized Agency/Organization Representative

*Jaime Brink/ss*                      9/9/2022  
\_\_\_\_\_  
Signature                                      Date

Weatherproofing Technologies, 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

BCPS- Fort Garrison Elementary, Roof Replacement, Hot BUR and KEE Single Ply

Project #1--Brief Description of Type of Project

Baltimore County Public Schools

Organization's name for Public Project #1

Ann Kramer  
Representative's Name

akramer@bcps.org  
Representative's email address

( 443 ) 528-6883  
Representative's Phone Number

PROJECT #2

Cynwyd Elementary School, Roof Replacement, MB with Alphaguard Puma Coating

Project #2--Brief Description of Type of Project

Lower Merion School District

Organization's name for Public Project #2

Kenneth Pitts  
Representative's Name

pittsk@lmsd.org  
Representative's email address

( 640 ) 645-1984  
Representative's Phone Number

PROJECT #3

Foose Elementary School - Roof Restoration Project- Alphaguard

Project #3--Brief Description of Type of Project

Harrisburg School District

Organization's name for Public Project #3

Craig Glass  
Representative's Name

cglass@hbgsd.us  
Representative's email address

( 717 ) 554-5251  
Representative's Phone Number

Jaime Brink/ss 9/9/2022  
(Signature of Bidder) (Date)

APPLICANT SCREENING AFFIDAVIT

I, (print name) Jaime Brink possess the legal authority to make this affidavit on behalf of (print company name) Weatherproofing Technologies, 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: 9/9/2022

By: Jaime Brink, VP, CFO, Treasurer  
(printed name of Authorized Representative and affiant)

*Jaime Brink/ss*  
(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.

Weatherproofing Technologies, Inc.

CWA-120-22-04

Name of Corporation/Business

BCPS Bid No.

**List of Board of Directors**

Name of Individual	Title	Diversity (See Legend)
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Note: Weatherproofing Technologies, Inc. does not have a Board of Directors.

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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.

**APPROVAL OF CONTRACTS**

LEA: Baltimore County

**PSC No.** 03.090.22 SR

**Project Name:** Fort Garrison ES

**Bid Opening:** 4/14/22

**Project Type:** Systemic Renovation

**Scope of Work:** Roof Replacement

**Basis for Award of Contract:** Quote

**Basis of Funding:** 57% of eligible quote

**Local Funds:** \$2,117,835

**State Funds:** \$963,000

**Total Contract:** \$3,080,835

**State Contingency for Change Orders:** 0

<b>Transfer State Funds:</b>	<b>Account No.</b>	<b>Amount</b>
<b>Decrease Project Amount:</b>		<u>\$0</u>
<b>Increase Contingency Amount:</b>		<u>\$0</u>
<b>Decrease Contingency Amount:</b>		<u>\$0</u>
<b>Increase Project Amount:</b>		<u>\$0</u>

<b><u>Contract #</u></b>	<b><u>Contractor</u></b>	<b><u>Total Contract</u></b>
1	Weatherproofing Technologies, INC	<u>\$3,080,835</u>
		<b><u>\$3,080,835</u></b>

**Notes:** (1) Replacement of the 48,600 sf 1997 EPDM, metal roof and perform limited masonry repairs.  
 (2) Prevailing wage rates apply to this contract.  
 (3) All change orders are local respndibility; change orders are not required to be submitted for State review. Final State funding is evaluated at time of project close-out.

**IAC Approval Date:**

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# BALTIMORE COUNTY PUBLIC SCHOOLS

Darryl L. Williams, Ed.D. ♦ Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

May 5, 2022

Programs and Finance Administration  
Public School Construction Program  
200 West Baltimore Street, 2<sup>nd</sup> Floor  
Baltimore, MD 21201

Re: Fort Garrison Elementary School  
Roof Replacement  
PSC: # 03.090.22  
Bid No.: CWA-120-22-01  
A/E: Gilbert Architects, Inc.

Dear Programs and Finance Administration:

Please find enclosed the following items for the above referenced project:

1. IAC/PSCP form 303.3
2. Contract cost analysis cost of ineligible items
3. Contractor's bid proposal (with updated MBE information)
4. Contractor's bid bond
5. Board approval memo
6. Board exhibit (including bid tabulation)

We are requesting permission to issue a construction contract to Weatherproofing Technologies, Inc. for this project.

If you have any questions concerning this information, please contact our office at 443-809-6301.

Sincerely,



Merril E. Plait, P.E., Director  
Office of Facilities Construction and Improvement

mp/ab/tm

Enclosures

Copies to: Ms. Leslie Lazzeri, P.E., Manager, Design, Facilities Construction and Improvement  
Mr. Dean Cymek, Sr. Supervisor, Construction, Facilities Construction and Improvement  
Ms. Diane Hegberg, Fiscal Officer, Office of Budget and Accounting  
Ms. Jean Armstrong, Fiscal Supervisor II, Office of Budget and Accounting  
Ms. Alice Burley, Sr. Project Manager, Facilities Construction and Improvement  
Ms. Ann Kramer, Project Manager, Facilities Construction and Improvement  
Ms. Tara Marangos, Administrative Secretary, Facilities Construction and Improvement  
File

Checklist for State-Supported or Forward-Funded Projects  
**CONTRACT AWARD SUBMISSION TO MSDE/IAC**

Provide the following electronic copies assembled under the tabs listed below:  
(If Project has already received State Support, submit to IAC for review, not to MSDE SFB)

**TAB #1 - SFB Review & State Superintendent Approval:**

- Transmittal that includes checklist
- LEA Response to MSDE CD Review Letter (if applicable & not provided previously)
- Bid Tabulation
- List of Bid Alternates Accepted
- Approval Action of Local Board of Education
- List of Addenda by # & Date of Issue

**TAB #2 - IAC Contract Approval Checklist:**

- IAC Form 303.3 Approval of Construction Contract Award
- Bid package proposal of low bidder
- Bid bond
- Certificate of liability
- Prevailing Wage Rate Information, if applicable
- IAC Form 303.4 Owner/Contractor Agreement
- Signed Award of Contract of Low bidder
- Performance Bond
- Labor and Material Bond (if applicable)
- Payment Bond

**TAB #3 - Minority Business Enterprise (MBE) forms:** (For projects over \$50,000):

- MBE Goals set at the time of bidding.
- MBE Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit.
- MBE Attachment B - Participation Schedule (If there is no overall MBE goal or MBE sub goals established for the project, then only Attachment A is to be included).
- MBE Attachment C - Outreach Efforts Compliance Statement signed and completed by the bidder or offeror.
- MBE Attachment D - MBE Subcontractor Project Participation Statement completed and signed by the prime contractor and each MBE firm listed on Attachment B.
- MBE Attachment E - Minority Subcontractor Unavailability Certificate (Only when Requesting a Partial or Full Waiver)
- MBE Attachment F - MBE Waiver Documentation, if required.



SECTION 00 4000 - FORM OF PROPOSAL

DATE: 4-14-22

PROJECT TITLE: FORT GARRISON ELEMENTARY SCHOOL ROOF REPLACEMENT

BCPS BID NUMBER: CWA-120-22-01

BID SUBMITTED BY: Weatherproofing Technologies, Inc.  
(Company Name as reflected on your company's W-9 Form)

SUBMITTED TO: Baltimore County Public Schools  
Office of Purchasing  
6901 Charles Street, Building "E", 1st Floor  
Towson, Maryland 21204

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:

Thomas Cummings/s 4-14-22  
(Signature of Bidder) (Date)

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 PART A:  
\$2,000 for Asbestos Abatement Services**

**BASE BID: \$ 3,080,834.93 \_\_\_\_\_ (IN DOLLARS)**

Three Million, Eighty Thousand, Eight Hundred Thirty-Four Dollars and Ninety Three Cents

**BASE BID: \_\_\_\_\_ (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.

*Thomas Cummings/s* 4-14-22  
\_\_\_\_\_  
(Signature of Bidder) (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 identified when directed to do so by the Owner.

Provide additional line item costs for the following work.

Unit Price No.1: Gypsum Deck Replacement

Add, Dollars per square foot of damaged gypsum roof deck to be removed and replaced with new gypsum roof deck.

Base bid shall include 500 square feet of damaged gypsum roof deck. Unit price shall be basis of add or deduct from the contract total for amount of replacement exceeding the 500 square feet, or less than the 500 square feet.

\$ 1.93 Dollars

One Dollar and Ninety-Three Cents (IN WRITING)

Unit Price No. 2: Brick Repointing

Add, Dollars per linear foot for the repointing of brick or stone mortar.

Base bid shall include 1,000 linear feet of mortar joint repointing. Unit price shall be basis of add or deduct from the contract total for amount of replacement exceeding the 1,000 linear feet, or less than the 1,000 linear feet.

\$ 5.03 Dollars

Five Dollars and Three Cents (IN WRITING)

Unit Price No. 3: Deteriorated Wood blocking

A. 2" x 4" Add, Dollars per lineal foot to replace deteriorated/damaged existing wood blocking, curbs and nailers with new.

\$ 2.09 Dollars

Two Dollars and Nine Cents (IN WRITING)

B. 2" x 6" Add, Dollars per lineal foot to replace deteriorated/damaged existing wood blocking, curbs and nailers with new.  
\$ 3.18 \_\_\_\_\_ Dollars

Three Dollars and Eighteen Cents (IN WRITING)

C. 2" x 8" Add, Dollars per lineal foot to replace deteriorated/damaged existing wood blocking, curbs and nailers with new.  
\$ 2.98 \_\_\_\_\_ Dollars

Two Dollars and Ninety-Eight Cents (IN WRITING)

D. 2" x 10" Add, Dollars per lineal foot to replace deteriorated/damaged existing wood blocking, curbs and nailers with new.  
\$ 2.98 \_\_\_\_\_ Dollars

Two Dollars and Ninety-Eight Cents (IN WRITING)

Base bid shall include 200 lineal feet of each size wood blocking, curbs and nailer replacement. Unit price shall be basis of add or deduct from the contract total for amount of replacement exceeding the 200 lineal feet, or less than the 200 lineal feet of each size.

Thomas Cummings/s 4-14-22  
(Signature of Bidder) (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.

SBE/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, 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. Bidder must include a copy of each sub-contractor's Certificate of Prequalification, as issued by the BCDPW and/or a comprehensive sub-contractor listing that includes the corporate name of each sub-contractor and the classification of work for which the Certificate of Prequalification was issued. Bidder's failing to include copies of all Certificates of Prequalification and/or a comprehensive sub-contractor listing may result in the bid being determined non-responsive.

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.

*Thomas Cummings/s* 4-14-22  
\_\_\_\_\_  
(Signature of Bidder) (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 in May 1962."

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)  
Weatherproofing Technologies, Inc.  
By Thomas Cummings/s  
President

\_\_\_\_\_  
(Official title)

3735 Green Road, Beachwood, Ohio 44122  
(Business Address)

800-852-6013  
(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 N/A

Addendum #2 - Date Issued \_\_\_\_\_

Addendum #3 - Date Issued \_\_\_\_\_

Addendum #4 - Date Issued \_\_\_\_\_

Thomas Cummings/s  
Signature  
President  
\_\_\_\_\_  
Title  
Weatherproofing Technologies, Inc.  
\_\_\_\_\_  
Contractor Name

**PROPOSAL SHEET**

  x    
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).

  x    
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.

  x    
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.

  x    
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."

  x    
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.

  x    
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.

  x    
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   x  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 business located within Baltimore County, Maryland? \_\_\_Yes   x  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: Weatherproofing Technologies, Inc. FEDERAL ID#- 34-0930570  
ADDRESS: 3735 Green Road  
Beachwood, Ohio 44122  
SIGNATURE: *Thomas Cummings/s*  
TYPED NAME/TITLE: Thomas Cummings, President  
TELEPHONE: see next line FAX \_\_\_\_\_ DATE 4-14-22  
E-MAIL: JAGill@tremcoin.com Jamie Gill, Senior Field Advisor phone: 410-562-8781

RETURN BID TO: Office of Purchasing  
6901 Charles Street, Building "E", 1st Floor  
Towson, Maryland 21204  
Include Solicitation Number



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.

Thomas Cummings, President

\_\_\_\_\_  
Name and Title of Authorized Agency/Organization Representative

Thomas Cummings/s                      4-14-22  
Signature                                      Date

Weatherproofing Technologies, 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

BCPS-Colgate Elementary School. New Construction Hot BUR, Standing Seam Metal, Green Roof

Project #1--Brief Description of Type of Project

Baltimore County Public School

Organization's name for Public Project #1

Trevor Hicks

Representative's Name

thicks@bcps.org

Representative's email address

(301 ) 366-5192

Representative's Phone Number

PROJECT #2

Cynwyd Elementary School, Roof Replacement with Modified Bitumen and AlphaGuard Puma Coating

Project #2--Brief Description of Type of Project

Lower Merion School District

Organization's name for Public Project #2

Kenneth Pitts

Representative's Name

pittsk@lmsd.org

Representative's email address

(640 ) 645-1984

Representative's Phone Number

PROJECT #3

Harrisburg School District- Foose School

Project #3--Brief Description of Type of Project

Harrisburg School District

Organization's name for Public Project #3

Craig Glass

Representative's Name

cglass@hbgsd.us

Representative's email address

(717 ) 554-5251

Representative's Phone Number

Thomas Cummings/s 4-14-22  
(Signature of Bidder) (Date)

**Baltimore County Public Schools  
SMALL BUSINESS ENTERPRISE AFFIDAVIT**

X **N/A** If the bidder firm is not an SBE, then mark the blank, and do not complete any further.

The undersigned does hereby make the following Affidavit. I affirm that my company or I am a Small Business Enterprise (SBE). A Small Business is a for-profit business, other than a broker, that meets the following criteria:

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years
7. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

Name and Title: Thomas Cummings, President  
 Company: Weatherproofing Technologies, Inc.  
 Street Address: 3735 Green Road  
 City, State, Zip: Beachwood, Ohio 44122  
 Business Phone: contact Jamie Gill: 410-562-8781

Thomas Cummings/s 4-14-22

Signature/Date  
Thomas Cummings

Print Name Signed Above

[Signature] 4-14-22

Witness/Date  
Rick Mosholder

Print Name Signed Above

<sup>1</sup>Board of Education of Baltimore County Policy No. 3200; Board of Education of Baltimore County Superintendent's Rule No. 3200 (Policy Adopted 9/10/96).

SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of (15%) percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

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

I UNDERSTAND THAT THE FAILURE TO SUBMIT THIS AFFIDAVIT TO THE BOARD OF EDUCATION MAY RESULT IN A DETERMINATION THAT THIS BID IS NON-RESPONSIVE.

I understand that I must submit the SBE/MBE documentation described in the bid documents at the time of bid. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand and agree that, if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the SBE/MBE submittals.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Baltimore County Board of Education to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Weatherproofing Technologies, Inc.  
\_\_\_\_\_  
Company Name  
3735 Green Road, Beachwood, Ohio 44122  
\_\_\_\_\_  
Address

*Thomas Cummings/s*  
\_\_\_\_\_  
Signature  
Thomas Cummings, President  
\_\_\_\_\_  
Printed Name

**Baltimore County Public Schools**  
**SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S**  
**STATEMENT OF INTENT**

\_\_\_ **N/A** Mark here if there is no participation claimed. Proceed to the Request for Waiver.  
**(SEE ATTACHED)**

SOLICITATION  
NAME: \_\_\_\_\_

\_\_\_ BCPS System wide OR \_\_\_ Single Location \_\_\_\_\_  
(Location)

A. Name of Bidder: \_\_\_\_\_

B. Name of  
SBE/MBE: \_\_\_\_\_  
(Bidder if Qualified)

Indicate with and "X" SBE or MBE status: \_\_\_ MBE \_\_\_ SBE

SBE/MBE Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

1. Work or Services to be performed by SBE/MBE: \_\_\_\_\_  
\_\_\_\_\_
2. Subcontract Amount: \$ \_\_\_\_\_
3. SBE/MBE Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_
4. This SBE/MBE subcontract represents the following percentage of the total value of the contract: \_\_\_\_\_ %

\_\_\_\_\_  
The undersigned subcontractor and potential award bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. \_\_\_\_\_).

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

\_\_\_\_\_ (Signature of Sbccontractor/Date)

**Baltimore County Public Schools**  
**SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE**  
**REQUEST FOR WAIVER**

X **N/A** Mark here if the goals have been met in full and a waiver is not necessary.

Solicitation Name: \_\_\_\_\_ Solicitation No. \_\_\_\_\_  
Total contract amount (with accepted alternates) \$ \_\_\_\_\_  
15% of total contract value \$ \_\_\_\_\_  
SBE/MBE participation in this contract \$ \_\_\_\_\_ (\_\_\_\_%)

I do hereby request that an exception be granted to the requirement that a minimum of \_\_\_\_\_% of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE).

I hereby certify that my position is \_\_\_\_\_ and I am the duly authorized representative of \_\_\_\_\_.  
(Company Name)

I do further certify that I have submitted a *Small Business Enterprise and Certified Minority Business Enterprise and Potential Award Bidder Statement of Intent* form which reflects the percentage and dollar value of SBE/MBE participation, which my company expects to achieve for this contract. That dollar value is \$ \_\_\_\_\_ and the percentage is \_\_\_\_\_%.

Therefore, the *Request for Waiver* is for \$ \_\_\_\_\_ and \_\_\_\_\_%.

To support this Request for Waiver, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. An explanation of why subcontracting is not possible;

\_\_\_\_\_  
Signature Date

Reviewed and approved by the Baltimore County Board of Education MBE Liaison

\_\_\_\_\_  
Signature Date

## APPLICANT SCREENING AFFIDAVIT

I, (print name) Thomas Cummings, President possess the legal authority to make this affidavit on behalf of (print company name) Weatherproofing Technologies, 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: 4-14-22

By: Thomas Cummings, President  
(printed name of Authorized Representative and affiant)

Thomas Cummings/s  
(signature of Authorized Representative and affiant)

**NO BID SHEET (use only when not participating in bid)**

**NOT APPLICABLE**

PLEASE CHECK THE APPROPRIATE ITEM/S

\_\_\_\_ 1. We wish to submit a NO BID at this time. The reason for submitting a NO BID is:

\_\_\_\_\_

\*Failure to complete the above and return this form to the Purchasing Office may result in your removal from the Baltimore County Public School approved vendor list for this bid.

\_\_\_\_ 2. Please include our name to RECEIVE FUTURE BIDS for the FOLLOWING GOODS/SERVICES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ 3. Please DELETE our name from future bids for this commodity.

\_\_\_\_ 4. Please COMPLETE the following:

**Is your company a certified Minority Business Enterprise with State of Maryland? \_\_\_Yes \_\_\_No MDOT# \_\_\_\_**

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

**African American Asian Women Hispanic American Indian Physically or Mentally disabled individual**

**Is your company a small business with less than fifty (50) employees which generates an annual revenue less than ten (10) million dollars? \_\_\_Yes \_\_\_No**

**Is your business located within Baltimore County, Maryland? \_\_\_Yes \_\_\_No**

**COMPANY** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**TYPED NAME/TITLE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

**Return to: EMAIL TO AGENT**

**Baltimore County Public Schools**  
**SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S**  
**STATEMENT OF INTENT**

     N/A Mark here if there is no participation claimed. Proceed to the Request for Waiver.

SOLICITATION  
NAME: CWA-120-22-01 Fort Garrison Elementary School Roof Replacement

     BCPS System wide OR   X   Single Location Fort Garrison ES  
(Location)

A. Name of Bidder: Weatherproofing Technologies, Inc.

B. Name of  
SBE/MBE: RCS Plumbing LLC # 13-104  
(Bidder if Qualified)

Indicate with and "X" SBE or MBE status:   X   MBE      SBE

SBE/MBE Phone Number: 443-927-8811 Fax Number: 410-532-6530

1. Work or Services to be performed by SBE/MBE: Mechanical and Plumbing Work

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2. Subcontract Amount: \$ 120,000.00
3. SBE/MBE Commencement Date: June 2022 Completion Date: August 2022
4. This SBE/MBE subcontract represents the following percentage of the total value of the contract: 3.9 %

The undersigned subcontractor and potential award bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. 13-104).

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

[Signature] 1/11/22  
(Signature of Subcontractor/Date)

					
		Association of Educational PURCHASING AGENTS			
				Effective 03/01/2022	
				Valid for 60 days. After that time, project conditions are subject to reassessment.	
<b>WEATHERPROOFING TECHNOLOGIES, INC. LINE ITEM PRICING</b>				<b>Contract: KPN-A-202012-04</b>	
<b>BALTIMORE COUNTY PUBLIC SCHOOLS</b>					
<b>FORT GARRISON ELEMENTARY SCHOOL</b>					
<b>QUOTE # 5050090</b>					
<b>DATE: 4/11/2022</b>					
<b>Bid Item Number</b>	<b>Description of Cost Factors</b>	<b>Unit of Measure</b>	<b>Price</b>	<b>Quantity</b>	<b>Project Amount</b>
542	Alternative methods of costing - percent of overhead/markup to cost	Percent	20.00%	\$ 276,000.00	\$ 331,200.00
543	Discounts offered of alternative costing methods (cost + profit & overhead) Rate of discount.	Percent	6.00%	\$ 331,200.00	\$ (19,872.00)
382	Prime contractor's warranty, re-roof, total system, 10 year, more than 10,000 sq ft, minimum charge (Standard)	SF	\$ 0.15	56,500	\$ 8,475.00
471	20 year Replacement Warranty Over 10,000 Square Feet, Inspections in years 2, 5, 10, and 15, no maintenance	SF	\$ 0.16	56,500	\$ 9,040.00
544	R.S. Means Multiplier/Factor - Normal Hours -Prevailing Wage Rates	Percent	92.00%	\$ 2,977,954.01	\$ 2,739,717.69
<b>FREIGHT PREPAID &amp; ADD:</b>					N/A
				<b>SUBTOTAL</b>	\$ 3,068,560.69
541	Performance and payment bond - bonding rate (percent of project)	Percent	0.40%		\$ 12,274.24
				<b>TOTAL PROJECT COST</b>	<b>\$ 3,080,834.93</b>
<p>* The pricing contained in this proposal is based in part on individual site-specific conditions and unique circumstances presented on each individual project, where applicable.</p> <p>* Multiple proposals may not be combined into one Purchase Order or Contract due to Prevailing Wage Laws. Separate Purchase Orders or Contracts will need to be issued for each Line Item Proposal.</p>					

## Cost Estimate Report

Date: 04/05/2022

**BCPS Fort Garrison**

Year 2022 Quarter 1

Unit Detail Report

Prepared By: Mitchell Bolen

WTI

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 01    General Requirements</b>					
013113200220	Field personnel, project manager, maximum	12.00	Week	\$4,575.00	\$54,900.00
013113200280	Field personnel, superintendent, maximum	12.00	Week	\$4,225.00	\$50,700.00
015416500100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	12.00	Week	\$6,838.55	\$82,062.60
015416500100	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$215.95	\$2,591.36
015416500100	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$683.86	\$8,206.26
015416500100	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$341.93	\$4,103.13
015416500100	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$341.93	\$4,103.13
015419500300	Crane crew, daily use for small jobs, 40-ton truck-mounted hydraulic crane, portal to portal	6.00	Day	\$2,862.51	\$17,175.06
015419500300	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$48.06	\$288.33
015419500300	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$286.25	\$1,717.51
015419500300	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$143.13	\$858.75
015419500300	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$143.13	\$858.75
015433401840	Rent asphalt distributor, trailer mount, 38 HP diesel, 3000 gallon, Incl. Hourly Oper. Cost.	60.00	Day	\$587.93	\$35,275.68
015433402400	Rent electric generator gas engine 25 kW, Excl. Hourly Oper. Cost.	12.00	Week	\$951.62	\$11,419.45
015433406410	Rent toilet portable chemical, Excl. Hourly Oper. Cost.	60.00	Day	\$28.13	\$1,687.62

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
015436501200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	480.00	Ea.	\$208.54	\$100,099.20
015436501200	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$10.83	\$5,197.25
015436501200	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$20.85	\$10,009.92
015436501200	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$10.43	\$5,004.96
015436501200	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$10.43	\$5,004.96
015436501500	Mobilization or demobilization, delivery charge for equipment, hauled on 40-ton capacity towed trailer	2.00	Ea.	\$1,045.66	\$2,091.32
015436501500	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$43.50	\$86.99
015436501500	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$104.57	\$209.13
015436501500	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$52.29	\$104.57
015436501500	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$52.29	\$104.57
015626500200	Temporary fencing, Construction, chain link,	1.00	L.F.	\$7,000.00	\$7,000.00
017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	56.00	M.S.F.	\$113.53	\$6,357.68
017413200100	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$7.23	\$405.14
017413200100	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$11.35	\$635.77
017413200100	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$5.68	\$317.88
017413200100	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$5.68	\$317.88
<b>Division 01</b>	<b>General Requirements Subtotal</b>				<b>\$418,894.85</b>
<b>Division 02</b>	<b>Existing Conditions</b>				
024119190800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	\$60,250.00	\$60,250.00
<b>Division 02</b>	<b>Existing Conditions Subtotal</b>				<b>\$60,250.00</b>
<b>Division 03</b>	<b>Concrete</b>				
035116501000	Gypsum concrete roof deck, poured gypsum, 2" thick	500.00	S.F.	\$1.82	\$910.00
<b>Division 03</b>	<b>Concrete Subtotal</b>				<b>\$910.00</b>

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
<b>Division 04 Masonry</b>					
040120200720	Pointing masonry, stonework, soft old mortar	1,000.00	L.F.	\$4.74	\$4,740.00
<b>Division 04 Masonry Subtotal</b>					<b>\$4,740.00</b>
<b>Division 05 Metals</b>					
055133130100	Ladder, shop fabricated, steel, 20" W, bolted to concrete, excl cage	36.00	V.L.F.	\$127.77	\$4,599.72
<b>Division 05 Metals Subtotal</b>					<b>\$4,599.72</b>
<b>Division 06 Wood, Plastics and Composites</b>					
061110245005	Wood framing, miscellaneous, nailers, treated, wood construction, 2" x 4", pneumatic nailed	200.00	L.F.	\$1.97	\$394.00
061110245105	Wood framing, miscellaneous, nailers, treated, wood construction, 2" x 6", pneumatic nailed	6,000.00	L.F.	\$2.37	\$14,220.00
061110245105	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$0.14	\$862.20
061110245105	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$0.24	\$1,422.00
061110245105	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.12	\$711.00
061110245105	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.12	\$711.00
061110245125	Wood framing, miscellaneous, nailers, treated, wood construction, 2" x 8", pneumatic nailed	400.00	L.F.	\$2.81	\$1,124.00
061110249000	Wood framing, miscellaneous, minimum labor/equipment charge	1.00	Job	\$141.41	\$141.41
061110249000	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$9.90	\$9.90
061110249000	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$14.14	\$14.14
061110249000	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$7.07	\$7.07
061110249000	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$7.07	\$7.07
<b>Division 06 Wood, Plastics and Composites Subtotal</b>					<b>\$19,623.79</b>
<b>Division 07 Thermal and Moisture Protection</b>					
070100000001	Installation of 1 Ply Burmastic Premium, 3 Plies Thermglass VI, ECOlastic Flood, Including Flashing.	1.00		\$642,678.06	\$642,678.06
070505102470	Selective demolition, thermal and moisture protection, roof insulation board, over 2" thick	157,500.00	B.F.	\$0.32	\$50,400.00
070505102470	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$0.02	\$3,528.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
070505102470	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$0.03	\$5,040.00
070505102470	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.02	\$2,520.00
070505102470	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.02	\$2,520.00
070505102670	Selective demolition, thermal and moisture protection, remove roof hatch	1.00	Ea.	\$163.86	\$163.86
070505102670	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$11.47	\$11.47
070505102670	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$16.39	\$16.39
070505102670	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$8.19	\$8.19
070505102670	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$8.19	\$8.19
070505103420	Selective demolition, thermal and moisture protection, roofing, built-up, 3-ply, excluding gravel	950.00	Sq.	\$101.44	\$96,368.00
070505103420	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$7.10	\$6,745.76
070505103420	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$10.14	\$9,636.80
070505103420	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$5.07	\$4,818.40
070505103420	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$5.07	\$4,818.40
072216100800	Roof deck insulation, gypsum cover board, fiberglass mat faced, 1/4" thick, fastening excluded	56,500.00	S.F.	\$1.17	\$66,105.00
072216101765	Roof deck insulation, polyisocyanurate, tapered for drainage, fastening excluded	426,800.00	B.F.	\$1.80	\$768,240.00
072216101765	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$0.10	\$41,228.88
072216101765	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$0.18	\$76,824.00
072216101765	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.09	\$38,412.00
072216101765	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.09	\$38,412.00
072216103030	Roof deck insulation, fastening alternatives, coated screws, 8"	12,800.00	Ea.	\$0.67	\$8,576.00
072216103030	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$0.04	\$492.80
072216103030	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$0.07	\$857.60

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
072216103030	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.03	\$428.80
072216103030	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.03	\$428.80
072216103090	Roof deck insulation, fastening alternatives, full mop asphalt	1,945.00	Sq.	\$39.67	\$77,158.15
072216103090	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$2.22	\$4,318.87
072216103090	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$3.97	\$7,715.82
072216103090	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$1.98	\$3,857.91
072216103090	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$1.98	\$3,857.91
075113300012	Cants, treated lumber, cut diagonally, 4" x 4"	1,152.00	L.F.	\$4.34	\$4,999.68
075113300012	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$0.25	\$291.23
075113300012	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$0.43	\$499.97
075113300012	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.22	\$249.98
075113300012	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.22	\$249.98
075113309000	Cants, minimum labor/equipment charge	1.00	Job	\$146.03	\$146.03
075113309000	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$10.22	\$10.22
075113309000	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$14.60	\$14.60
075113309000	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$7.30	\$7.30
075113309000	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$7.30	\$7.30
075510100150	Protected membrane roofing components, asphalt, ballast, in place, 3/4" -1-1/2"	115.00	Ton	\$156.68	\$18,018.20
075510100150	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$9.04	\$1,039.09
075510100150	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$15.67	\$1,801.82
075510100150	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$7.83	\$900.91
075510100150	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$7.83	\$900.91
07711930011	Fabrication and Installation of Custom Roof Edge and Fascia.	1.00		\$70,041.80	\$70,041.80
077126101300	Reglet, counter flashing for galvanized steel, 26 ga., 12 wide	270.00	L.F.	\$7.88	\$2,127.60

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
077126101300	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$0.49	\$132.62
077126101300	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$0.79	\$212.76
077126101300	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.39	\$106.38
077126101300	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$0.39	\$106.38
077129100400	Expansion joint, butyl or neoprene center with foam insulation, metal flanges, aluminum, .032" thick, for joint openings to 2-1/2"	75.00	L.F.	\$27.04	\$2,028.00
077129100400	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$1.42	\$106.79
077129100400	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$2.70	\$202.80
077129100400	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$1.35	\$101.40
077129100400	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$1.35	\$101.40
077233100500	Roof hatch, with curb, 1" fiberglass insulation, aluminum curb & cover, 2'-6" x 3'-0"	1.00	Ea.	\$2,001.23	\$2,001.23
077233100500	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$104.99	\$104.99
077233100500	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$200.12	\$200.12
077233100500	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$100.06	\$100.06
077233100500	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$100.06	\$100.06
<b>Division 07</b>	<b>Thermal and Moisture Protection Subtotal</b>				<b>\$2,073,107.67</b>
<b>Division 22</b>	<b>Plumbing</b>				
221316804120	Vent flashing, lead, 4#, 8" skirt, 4" pipe	50.00	Ea.	\$119.47	\$5,973.50
221316804120	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$11.95	\$597.35
221316804120	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$5.97	\$298.68
221316804120	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$5.97	\$298.68
221316809000	Vent flashing, minimum labor/equipment charge	1.00	Job	\$181.89	\$181.89
221316809000	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	\$12.73	\$12.73
221316809000	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	\$18.19	\$18.19

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
221316809000	Hoisting conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$9.09	\$9.09
221316809000	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	\$9.09	\$9.09
<b>Division 22</b>	<b>Plumbing Subtotal</b>				<b>\$7,399.20</b>
<b>Subtotal</b>					<b>\$2,589,525.23</b>
<b>General Contractor's Markup on Subs</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Subtotal</b>					<b>\$2,589,525.23</b>
<b>General Conditions</b>				<b>0.00%</b>	<b>\$0.00</b>
<b>Subtotal</b>					<b>\$2,589,525.23</b>
<b>General Contractor's Overhead and Profit</b>				<b>15.00%</b>	<b>\$388,428.78</b>
<b>Grand Total</b>					<b>\$2,977,954.01</b>

**APPROVAL OF CONTRACTS**

LEA: Baltimore County

**PSC No.** 03.129.22 SR/EGRC

**Project Name:** Deep Creek Elementary

**Bid Opening:** 8/31/22

**Project Type:** Systemic Renovation

**Scope of Work:** Roof Replacement

**Basis for Award of Contract:** Proposal

**Basis of Funding:** 57% of eligible proposal.

**Local Funds:** \$2,397,718

**State Funds:** \$838,000

**Total Contract:** \$3,235,718

**State Contingency for Change Orders:** 0

<b>Transfer State Funds:</b>	<b>Account No.</b>	<b>Amount</b>
<b>Decrease Project Amount:</b>		<u>\$0</u>
<b>Increase Contingency Amount:</b>		<u>\$0</u>
<b>Decrease Contingency Amount:</b>		<u>\$0</u>
<b>Increase Project Amount:</b>		<u>\$0</u>

<b><u>Contract #</u></b>	<b><u>Contractor</u></b>	<b><u>Total Contract</u></b>
	Weatherproofing Technologies, Inc.	<u>\$3,235,718</u>
		<b><u>\$3,235,718</u></b>

**Notes:** (1) Replacement of the 41,785 sf 1995 build-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:**

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# BALTIMORE COUNTY PUBLIC SCHOOLS

Darryl L. Williams, Ed.D. ♦ Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

October 12, 2022

Programs and Finance Administration  
Public School Construction Program  
200 West Baltimore Street, 2<sup>nd</sup> Floor  
Baltimore, MD 21201

Re: Deep Creek Elementary School  
Roof Replacement  
PSC: # 03.129.22  
Bid No.: CWA-120-22-03  
A/E: Gilbert Architects, Inc.

Dear Programs and Finance Administration:

Please find enclosed the following items for the above referenced project:

1. IAC/PSCP form 303.3
2. Contract cost analysis cost of ineligible items
3. Contractor's bid proposal (with MBE information)
4. Contractor's bid bond
5. Board approval memo
6. Board exhibit

We are requesting permission to issue a construction contract to Weatherproofing Technologies, Inc. for this project. We are sending this today in order to make the November board meeting. We will forward updated MBE paperwork in the next week.

If you have any questions concerning this information, please contact our office at 443-809-6301.

Sincerely,



Merril E. Plait, P.E., Director  
Office of Facilities Construction and Improvement

mp/ak/tm

Enclosures

Copies to: Ms. Leslie Lazzeri, P.E., Manager, Design, Facilities Construction and Improvement  
Ms. Kaylee Haupt, Sr. Supervisor, Design, Facilities Construction and Improvement  
Ms. Diane Hegberg, Fiscal Officer, Office of Budget and Accounting  
Ms. Jean Armstrong, Fiscal Supervisor, Office of Budget and Accounting  
Ms. Ann Kramer, Project Manager, Facilities Construction and Improvement  
Ms. Tara Marangos, Administrative Secretary, Facilities Construction and Improvement  
File

Checklist for State-Supported or Forward-Funded Projects  
**CONTRACT AWARD SUBMISSION TO MSDE/IAC**

Provide the following electronic copies assembled under the tabs listed below:  
(If Project has already received State Support, submit to IAC for review, not to MSDE SFB)

**TAB #1 - SFB Review & State Superintendent Approval:**

- Transmittal that includes checklist
- LEA Response to MSDE CD Review Letter (if applicable & not provided previously)
- Bid Tabulation
- List of Bid Alternates Accepted
- Approval Action of Local Board of Education
- List of Addenda by # & Date of Issue

**TAB #2 - IAC Contract Approval Checklist:**

- IAC Form 303.3 Approval of Construction Contract Award
- Bid package proposal of low bidder
- Bid bond
- Certificate of liability
- Prevailing Wage Rate Information, if applicable
- IAC Form 303.4 Owner/Contractor Agreement
- Signed Award of Contract of Low bidder
- Performance Bond
- Labor and Material Bond (if applicable)
- Payment Bond

**TAB #3 - Minority Business Enterprise (MBE) forms:** (For projects over \$50,000):

- MBE Goals set at the time of bidding.
- MBE Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit.
- MBE Attachment B - Participation Schedule (If there is no overall MBE goal or MBE sub goals established for the project, then only Attachment A is to be included).
- MBE Attachment C - Outreach Efforts Compliance Statement signed and completed by the bidder or offeror.
- MBE Attachment D - MBE Subcontractor Project Participation Statement completed and signed by the prime contractor and each MBE firm listed on Attachment B.
- MBE Attachment E - Minority Subcontractor Unavailability Certificate (Only when Requesting a Partial or Full Waiver)
- MBE Attachment F - MBE Waiver Documentation, if required.



SECTION 00 4000 - FORM OF PROPOSAL

DATE: August 31, 2022

PROJECT TITLE: DEEP CREEK ELEMENTARY SCHOOL ROOF REPLACEMENT

BCPS BID NUMBER: CWA-120-22-03

BID SUBMITTED BY: Weatherproofing Technologies, Inc.  
(Company Name as reflected on your company's W-9 Form)

SUBMITTED TO: Baltimore County Public Schools  
Office of Purchasing  
6901 Charles Street, Building "E", 1st Floor  
Towson, Maryland 21204

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:

Jaime Brink/ss 8/31/2022  
(Signature of Bidder) (Date)  
Jaime Brink, VP, CFO, Treasurer

FORM OF PROPOSAL

00 4000-1

Revised 5/7/20

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 PART A:  
\$2,000 for Asbestos Abatement Services**

**BASE BID: \$ 3,235,717.71 (IN DOLLARS)**

**BASE BID: Three Million, Two Hundred Thirty Five Thousand, Seven Hundred Seventeen Dollars and Seventy One Cents (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.

Jaime Brink/ss 8/31/2022  
(Signature of Bidder) (Date)  
Jaime Brink, VP, CFO, Treasurer

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.

Provide additional line item costs for the following work.

Unit Price No.1: Gypsum Deck Replacement

Add, Dollars per square foot of damaged gypsum roof deck to be removed and replaced with new gypsum roof deck.

Base bid shall include 500 square feet of damaged gypsum roof deck. Unit price shall be basis of add or deduct from the contract total for amount of replacement exceeding the 500 square feet, or less than the 500 square feet.

\$ 2.55 Per Square Foot **Dollars**

Two Dollars and Fifty Five Cents per Square Foot **(IN WRITING)**

Unit Price No. 2: Brick Repointing

Add, Dollars per linear foot for the repointing of brick or stone mortar.

Base bid shall include 1,000 linear feet of mortar joint repointing. Unit price shall be basis of add or deduct from the contract total for amount of replacement exceeding the 1,000 linear feet, or less than the 1,000 linear feet.

\$ 2.83 Per Square Foot **Dollars**

Two Dollars and Eighty Three Cents per Square Foot **(IN WRITING)**

Unit Price No. 3: Deteriorated Wood blocking

A. 2" x 4" Add, Dollars per lineal foot to replace deteriorated/damaged existing wood blocking, curbs and nailers with new.

\$ 1.35 Per Lineal Foot **Dollars**

One Dollar and Thirty Five Cents Per Lineal Foot **(IN WRITING)**

FORM OF PROPOSAL

00 4000-3

Revised 5/7/20

B. 2" x 6" Add, Dollars per lineal foot to replace deteriorated/damaged existing wood blocking, curbs and nailers with new.

\$ 2.41 Per Lineal Foot Dollars

Two Dollars and Forty One Cents Per Lineal Foot (IN WRITING)

C. 2" x 8" Add, Dollars per lineal foot to replace deteriorated/damaged existing wood blocking, curbs and nailers with new.

\$2.56 Per Lineal Foot Dollars

Two Dollars and Fifty Six Cents per Lineal Foot (IN WRITING)

D. 2" x 10" Add, Dollars per lineal foot to replace deteriorated/damaged existing wood blocking, curbs and nailers with new.

\$ 3.24 Per Lineal Foot Dollars

Three Dollars and Twenty Four Cents per Lineal Foot (IN WRITING)

Base bid shall include 200 lineal feet of each size wood blocking, curbs and nailer replacement. Unit price shall be basis of add or deduct from the contract total for amount of replacement exceeding the 200 lineal feet, or less than the 200 lineal feet of each size.

Jaime Brink/ss 8/31/2022  
(Signature of Bidder) (Date)

Jaime Brink, VP, CFO, Treasurer

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.

SBE/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, 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. Bidder must include a copy of each sub-contractor's Certificate of Prequalification, as issued by the BCDPW and/or a comprehensive sub-contractor listing that includes the corporate name of each sub-contractor and the classification of work for which the Certificate of Prequalification was issued. Bidder's failing to include copies of all Certificates of Prequalification and/or a comprehensive sub-contractor listing may result in the bid being determined non-responsive.

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.

*Jaime Brink/ss* 8/31/2022  
(Signature of Bidder) (Date)

Jaime Brink, VP, CFO, Treasurer

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 in May 1962."

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)  
Weatherproofing Technologies, Inc.

By Jaime Brink/ea

Jaime Brink, VP, CFO, Treasurer  
(Official title)

3735 Green Road, Beachwood, Ohio 44122  
(Business Address)

800-852-6013  
(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 N/A

Addendum #2 - Date Issued \_\_\_\_\_

Addendum #3 - Date Issued \_\_\_\_\_

Addendum #4 - Date Issued \_\_\_\_\_

*Jaime Brink/ss*

\_\_\_\_\_  
Signature

Jaime Brink, VP, CFO, Treasurer

\_\_\_\_\_  
Title

Weatherproofing Technologies, Inc.

\_\_\_\_\_  
Contractor Name

**PROPOSAL SHEET**

X   
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).

X   
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.

X   
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.

X   
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."

X   
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.

X   
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.

X   
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  X  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 business located within Baltimore County, Maryland? \_\_\_ Yes  X  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:  Weatherproofing Technologies, Inc.  FEDERAL ID#-  34-0930570   
ADDRESS:  3735 Green Road   
 Beachwood, Ohio 44122   
SIGNATURE:  *Jaime Brink/ss*   
TYPED NAME/TITLE:  Jaime Brink, VP, CFO, Treasurer   
TELEPHONE:  410-562-8781  FAX \_\_\_\_\_ DATE  8/31/2022   
E-MAIL:  Jamie Gill, Senior Field Advisor, Phone: 410-562-8781

RETURN BID TO: Office of Purchasing  
6901 Charles Street, Building "E", 1st Floor  
Towson, Maryland 21204  
Include Solicitation Number

**STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that

- I am the VP, CFO, Treasurer and the duly authorized representative of the firm of Weatherproofing Technologies, Inc. who address is 3735 Green Road, Beachwood, Ohio 44122  
 \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- 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.
- (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.

Sandy Shipley  
 \_\_\_\_\_  
 Witness

Jaime Brink/ss  
 \_\_\_\_\_  
 Signature  
8/31/2022  
 \_\_\_\_\_  
 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:**

F00035741

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

Sandy Shipley  
 \_\_\_\_\_  
 Witness

Jaime Brink/ss  
 \_\_\_\_\_  
 Signature

8/31/2022  
 \_\_\_\_\_  
 Date

Sandy Shipley, Contract Analyst  
 \_\_\_\_\_  
 Name/Title (please type or print)

Jaime Brink, VP, CFO, Treasurer  
 \_\_\_\_\_  
 Name/Title (please type or print)

8/31/2022  
 \_\_\_\_\_  
 Date

FORM OF PROPOSAL

004000-9

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.

Jaime Brink, VP, CFO, Treasurer

\_\_\_\_\_  
Name and Title of Authorized Agency/Organization Representative

<u>Jaime Brink/ss</u>	<u>8/31/2022</u>
Signature	Date

Weatherproofing Technologies, 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

BCPS- Fort Garrison Elementary, Roof Replacement, Hot BUR and KEE Single Ply  
Project #1--Brief Description of Type of Project

Baltimore County Public Schools

Organization's name for Public Project #1

Ann Kramer  
Representative's Name

akramer@bcps.org  
Representative's email address

( 443 ) 528-6883.  
Representative's Phone Number

PROJECT #2

Cynwyd Elementary Schoo, Roof Replacement, MB with Alphaguard Puma Coating  
Project #2--Brief Description of Type of Project

Lower Merion School District

Organization's name for Public Project #2

Kenneth Pitts  
Representative's Name

pittsk@lmsd.org  
Representative's email address

( 640 ) 645-1984  
Representative's Phone Number

PROJECT #3

Foose Elementary School- Roof Restoration Project, Alphaguard  
Project #3--Brief Description of Type of Project

Harrisburg School District

Organization's name for Public Project #3

Craig Glass  
Representative's Name

cglass@hbgsd.us  
Representative's email address

( 717 ) 554-5251  
Representative's Phone Number

Jaime Brink/ss 8/31/2022  
(Signature of Bidder) (Date)

Jaime Brink, VP, CFO, Treasurer

004000-11

FORM OF PROPOSAL

Revised 5/7/20

**Baltimore County Public Schools  
SMALL BUSINESS ENTERPRISE AFFIDAVIT**

X **N/A** If the bidder firm is not an SBE, then mark the blank, and do not complete any further.

The undersigned does hereby make the following Affidavit. I affirm that my company or I am a Small Business Enterprise (SBE). A Small Business is a for-profit business, other than a broker, that meets the following criteria:

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years
7. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

Name and Title: Jaime Brink, VP, CFO, Treasurer

Company: Weatherproofing Technologies, Inc

Street Address: 3735 Green Road

City, State, Zip: Beachwood, Ohio 44122

Business Phone: Contact Jamie Gill: 410-562-8781

Jaime Brink/ss      8/31/2022  
Signature/Date

Sandy Shipley      8/31/2022  
Witness/Date

Jaime Brink, VP, CFO, Treasurer  
Print Name Signed Above

Sandy Shipley, Contract Analyst  
Print Name Signed Above

<sup>1</sup>Board of Education of Baltimore County Policy No. 3200; Board of Education of Baltimore County Superintendent's Rule No. 3200 (Policy Adopted 9/10/96).

SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of (15%) percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

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

I UNDERSTAND THAT THE FAILURE TO SUBMIT THIS AFFIDAVIT TO THE BOARD OF EDUCATION MAY RESULT IN A DETERMINATION THAT THIS BID IS NON-RESPONSIVE.

I understand that I must submit the SBE/MBE documentation described in the bid documents at the time of bid. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand and agree that, if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the SBE/MBE submittals.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Baltimore County Board of Education to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Weatherproofing Technologies, Inc.  
Company Name

3735 Green Road, Beachwood, Ohio 44122  
Address

*Jaime Brink/ss*  
Signature

Jaime Brink, VP, CFO, Treasurer  
Printed Name

**Baltimore County Public Schools**  
**SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S**  
**STATEMENT OF INTENT**

\_\_\_\_ *N/A* Mark here if there is no participation claimed. Proceed to the Request for Waiver.  
(SEE ATTACHED)

SOLICITATION  
NAME: \_\_\_\_\_

\_\_\_\_ BCPS System wide OR \_\_\_\_\_ Single Location \_\_\_\_\_  
(Location)

A. Name of Bidder: \_\_\_\_\_

B. Name of  
SBE/MBE: \_\_\_\_\_  
(Bidder if Qualified)

Indicate with and "X" SBE or MBE status: \_\_\_\_\_ MBE \_\_\_\_\_ SBE

SBE/MBE Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

1. Work or Services to be performed by SBE/MBE: \_\_\_\_\_  
\_\_\_\_\_
2. Subcontract Amount: \$ \_\_\_\_\_
3. SBE/MBE Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_
4. This SBE/MBE subcontract represents the following percentage of the total value of the contract: \_\_\_\_\_ %

The undersigned subcontractor and potential award bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. \_\_\_\_\_).

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

\_\_\_\_\_  
(Signature of Subcontractor/Date)

**Baltimore County Public Schools**  
**SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE**  
**REQUEST FOR WAIVER**

X  **N/A** Mark here if the goals have been met in full and a waiver is not necessary.

Solicitation Name: _____	Solicitation No. _____
Total contract amount (with accepted alternates)	\$ _____
25% of total contract value	\$ _____
SBE/MBE participation in this contract	\$ _____ ( ____%)

I do hereby request that an exception be granted to the requirement that a minimum of \_\_\_\_\_% of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE).

I hereby certify that my position is \_\_\_\_\_ and I am the duly authorized representative of \_\_\_\_\_.  
(Company Name)

I do further certify that I have submitted a *Small Business Enterprise and Certified Minority Business Enterprise and Potential Award Bidder Statement of Intent* form which reflects the percentage and dollar value of SBE/MBE participation, which my company expects to achieve for this contract. That dollar value is \$ \_\_\_\_\_ and the percentage is \_\_\_\_\_%.

Therefore, the *Request for Waiver* is for \$ \_\_\_\_\_ and \_\_\_\_\_ %.

To support this Request for Waiver, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. An explanation of why subcontracting is not possible;

\_\_\_\_\_  
Signature Date

Reviewed and approved by the Baltimore County Board of Education MBE Liaison

\_\_\_\_\_  
Signature Date

## APPLICANT SCREENING AFFIDAVIT

I, (print name) Jaime Brink possess the legal authority to make this affidavit on behalf of (print company name) Weatherproofing Technologies, 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: 8/31/2022

By: Jaime Brink, VP, CFO, Treasurer  
(printed name of Authorized Representative and affiant)

*Jaime Brink/ss*  
(signature of Authorized Representative and affiant)

NO BID SHEET (use only when **not** participating in bid)

NOT APPLICABLE

PLEASE CHECK THE APPROPRIATE ITEM/S

\_\_\_\_ 1. We wish to submit a NO BID at this time. The reason for submitting a NO BID is:

\_\_\_\_\_

\*Failure to complete the above and return this form to the Purchasing Office may result in your removal from the Baltimore County Public School approved vendor list for this bid.

\_\_\_\_ 2. Please include our name to RECEIVE FUTURE BIDS for the FOLLOWING GOODS/SERVICES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ 3. Please DELETE our name from future bids for this commodity.

\_\_\_\_ 4. Please COMPLETE the following:

Is your company a certified Minority Business Enterprise with State of Maryland? \_\_\_Yes\_\_\_ No MDOT#\_\_\_\_\_

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

African American Asian Women Hispanic American Indian Physically or Mentally disabled individual

Is your company a small business with less than fifty (50) employees which generates an annual revenue less than ten (10) million dollars? \_\_\_Yes \_\_\_No

Is your business located within Baltimore County, Maryland? \_\_\_Yes \_\_\_No

COMPANY \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME/TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

Return to: EMAIL TO AGENT

**APPROVAL OF CONTRACTS**

LEA: Caroline County

**PSC No.** 05.006.23 SR

**Project Name:** Ridgely Elementary

**Bid Opening:** 5/6/22

**Project Type:** Systemic Renovation

**Scope of Work:** Roof Replacement

**Basis for Award of Contract:** Base bid.

**Basis of Funding:** 88% of eligible base bid.

**Local Funds:** \$251,400

**State Funds:** \$1,843,600

**Total Contract:** \$2,095,000

**State Contingency for Change Orders:** 0

<b>Transfer State Funds:</b>	<b>Account No.</b>	<b>Amount</b>
<b>Decrease Project Amount:</b>		<u>\$0</u>
<b>Increase Contingency Amount:</b>		<u>\$0</u>
<b>Decrease Contingency Amount:</b>		<u>\$0</u>
<b>Increase Project Amount:</b>		<u>\$0</u>

<b><u>Contract #</u></b>	<b><u>Contractor</u></b>	<b><u>Total Contract</u></b>
	Apex Business Solutions, LLC	<u>\$2,095,000</u>
		<b><u>\$2,095,000</u></b>

**Notes:** (1) To replace the 55,993 sf 1997 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:**

---

Roof Replacement at Ridgely Elementary School - Bids Due 5/6/2022 @ 2:00 PM				
Company Name	Base Bid	Alternate 1	Cost per sq. ft. to Replace Existing Metal Deck	Cost per sq. ft. to Replace Existing Techdon
Apex Business Solutions	\$2,095,000	\$2,290,000	\$26.50 per sq. foot	\$28 per sq. foot
Ron Ruff Roofing	\$2,216,050	no bid	\$9 per sq. foot	\$23 per sq. foot
Flynn Mid Atlantic	\$2,447,420	\$2,848,865	\$16 per sq. foot	\$42 per sq. foot
Raintree Services	\$2,896,420	\$2,838,200	\$8.50 per sq. foot	\$30 per sq. foot
Cole Roofing	\$2,993,000	\$2,919,000	\$17 per sq. foot	\$32 per sq. foot

bm

**BID PROPOSAL FORM**

**PROJECT:** Roof Replacement @ Caroline County Public Schools – Ridgely Elementary School - Complete Roof Replacement

**BID DUE DATE:** May 6, 2022 @2:00 PM

**TO:** Caroline County Public Schools  
11348 Greensboro Road  
Denton, MD 21629  
Bill Mengal  
Director of Operations  
Mengel.bill@ccpsstaff.org

**Contractor:** Apex Business Solutions, LLC

In compliance with the scope of work and specifications relating to the above referenced project, this bid shall include necessary mechanical work to perform project; the undersigned, hereby proposes and agrees to fully perform the work in a professional manner within the time stated and in strict accordance with the scope of work for the following sum of money:

It is the intent of Caroline County Public Schools to purchase Materials for this project directly from Garland/DBS, Inc., based upon the Agency’s participation in the OMNIA/U.S. Communities™ (legacy contract) for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid # PW1925 issued by the Racine County.

**Base Bid #1 – Cold Applied Two Ply Modified Flood Coat and Gravel Roof System:** All labor, materials, services, and equipment necessary for the completion of the work described in the specifications to completely tear out and replace the existing roof system as per the written specifications including all low sloped roof sections indicated on roof plans (30 Yr. Warranty)

two million ninety five thousand dollars **2,095,000.00**  
DOLLARS( )

**Bid Alternate #1 – Hot Applied Two Ply KEE /Modified Energy Star Roof System:** All labor, materials, services, and equipment necessary for the completion of the work described in the specifications to completely tear out and replace the existing roof system as per the written specifications including all low sloped roof sections indicated on roof plans. (30 Yr. Warranty)

two million two hundred ninety thousand dollars **2,290,000.00**  
DOLLARS( )

**UNIT PRICES:** The undersigned agrees, in case of variation of quantities from those shown or specified, the following unit prices will be used in adjusting the Contract Price. If quantities are authorized by the Owner, the following amount will be added to the Contract as required.

- 1) Cost per square foot to replace existing Metal Deck.

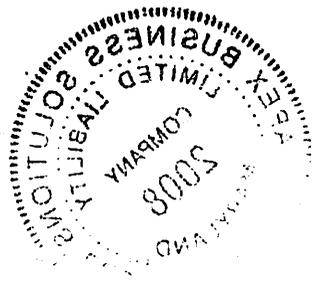
11/10/2022

11/10/2022

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11/10/2022

11/10/2022

\$ 26.50 / Square foot

2) Cost per square foot to replace existing Tectum Deck.

\$ 28.00 / Square foot

**INSURANCE REQUIREMENTS:** The undersigned has \$2,000,000.00 umbrella insurance.

1) Undersigned has coverage as specified. YES  NO

2) Number of days to complete project: 120

If awarded a contract the undersigned will execute a satisfactory Construction Contract and proof of insurance coverage with the Owner for the entire work as per specifications within 10 days after notice of award. It is agreed that this proposal is subject to the Owners acceptance for a period of 30 (Thirty days) from the above date.

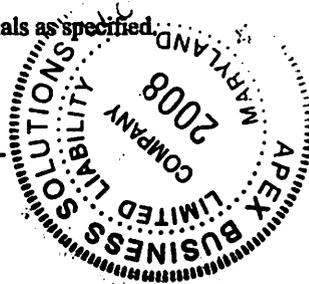
The undersigned agrees to the following:

A. To furnish all labor and materials as specified.

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



Signature



Juan Franzetti

Printed Name

Owner - Sole Member

Title

Apex Business Solutions, LLC

Company

jjfranzetti@gmail.com

E-Mail Address

240-793-5867

**Phone Number**

12650 Sunset Ave, S7 Ocean City, MD 21842

**Address**

**BIDDERS AFFIDAVIT**

**BIDDER MUST SIGN THIS DOCUMENT AND RETURN TO BOARD OF EDUCATION IN THE SAME SEALED ENVELOPE CONTAINING THE BID FORM AND OTHER PERTINENT BID INFORMATION.**

I HEREBY CERTIFY THAT I am (Title) Owner - Sole Member and the duly authorized representative of the firm of Apex Business Solutions, LLC whose address is \_\_\_\_\_ and that I possess the legal authority to make these testimonies on behalf of myself and the firm for which I am acting.

**NON-COLLUSION CERTIFICATION**

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the bid price, or price proposal of the bidder, or offer or herein; or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

**ANTI-BRIBERY AFFIDAVIT**

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 of 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 an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 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.

**CIVIL RIGHTS COMPLIANCE**

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

04/21/2022

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Juan Franzetti

\_\_\_\_\_  
Printed or Typed Name

**APPROVAL OF CONTRACTS**

LEA: Carroll County

PSC No. 06.004.23 C/BTL

Project Name: Westminster East Middle

Bid Opening: 08/18/21

Project Type: Construction

Scope of Work: Replacement

Basis for Award of Contract: GMP

Basis of Funding: 59% of eligible base bid + BTL funding

Local Funds: \$34,248,579

State Funds: \$24,903,703

Total Contract: \$59,152,282

State Contingency for Change Orders: 0

Transfer State Funds:	Account No.	Amount
Decrease Project Amount:		<u>\$0</u>
Increase Contingency Amount:		<u>\$0</u>
Decrease Contingency Amount:		<u>\$0</u>
Increase Project Amount:		<u>\$0</u>

<u>Contract #</u>	<u>Contractor</u>	<u>Total Contract</u>
1	Dustin Construction, Inc.	<u>\$59,152,282</u>
		<u><b>\$59,152,282</b></u>

- Notes:** (1) Replacement school on the same site with 102,018 sf, including cooperative use space as well as demolition of 120,400 sf, for 671 students.  
 (2) Prevailing wage rates apply to these contracts.  
 (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) Project is receiving \$23,818,913 of BTL funding and \$2,065,332 through the Capital Improvement Program.

**IAC Approval Date:**

---

EMS "Contract" CM

# AIA Document A133. - 2009 Exhibit A

## Guaranteed Maximum Price Amendment

for the following PROJECT:  
(Name and address or location)

East Middle School Replacement Project  
Westminster East Middle School  
121 Longwell Ave  
Westminster, MD 21157

THE OWNER:  
(Name, legal status and address)

Board of Education of Carroll County  
125 N. Court Street  
Westminster, Maryland 21157

THE CONSTRUCTION MANAGER:  
(Name, legal status and address)

Dustin Construction, Inc.  
2510 Urbana Pike, Suite 201  
Liamsville, MD 21754

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

AIA Document A201™-2007, General Conditions or the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

### ARTICLE A.1

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Fifty Nine Million Nine Hundred Seventy One Thousand Two Hundred Ninety One Dollars and No Cents (\$ 59,971,291.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.  
(Provide below or reference an attached item.)

Refer to Dustin Construction, Inc. Guaranteed Maximum Price Proposal for Carroll County Public Schools East Middle School Replacement, Dated August 23, 2021 With accepted alternate.

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§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

Accepted alternate 3 for exterior storage building per Dustin GMP Proposal dated August 23, 2021.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price (\$0.00)
As identified as "CM Services Allowances" in Dustin GMP proposal dated August 23, 2021	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Per Dustin GMP proposal dated August 23, 2021.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Add 1		5-04-21	125
Add 2		5-10-21	201
Add 3		5-17-21	295
Add 4		5-25-21	196
Add 5		5-28-21	93

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Per Dustin GMP proposal dated August 23, 2021

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Per Dustin GMP proposal dated August 23, 2021

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Per Dustin GMP proposal dated August 23, 2021

**ARTICLE A.2**

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

Phase 1 Substantial Completion date of July 6, 2023  
Phase 2 Substantial Completion date of December 25, 2023

  
OWNER (Signature)

10/21/21

  
CONSTRUCTION MANAGER (Signature)

Nancy G. Codner Supervisor of Purchasing  
(Printed name and title)

  
Sarah Cummings ~~Parker~~ Executive Vice President  
(Printed name and title)

Init.

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User Notes: (1870024522)

3

**APPROVAL OF CONTRACTS**

LEA: Garrett County

PSC No. 11.004.22 SR

Project Name: Grantsville Elementary

Bid Opening: 11/02/21

Project Type: Systemic Renovation

Scope of Work: Roof Replacement

Basis for Award of Contract: Proposal R200401-MD-312864

Basis of Funding: 50% of eligible proposal

Local Funds: \$749,949

State Funds: \$749,949

Total Contract: \$1,499,898

State Contingency for Change Orders: 0

Transfer State Funds:	Account No.	Amount
Decrease Project Amount:		
Increase Contingency Amount:		
Decrease Contingency Amount:		
Increase Project Amount:		

<u>Contract #</u>	<u>Contractor</u>	<u>Total Contract</u>
	Daiken Applied	<u>\$1,499,898</u>
		<u><b>\$1,499,898</b></u>

Notes: (1) Replacement of the 35,640 sf 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:



40 South Second Street • Oakland, Maryland 21550  
Telephone: 301-334-8900 • <http://www.garrettcountryschools.org>

**Members of the Board of Education**

Mr. M. Thomas Woods, President  
Mrs. Monica L. Rinker, Vice President  
Mr. Rodney B. Glotfelty, Associate Member  
Dr. Matthew A. Paugh, Associate Member  
Mr. Jason E. VanSickle, Associate Member  
Ms. Leah E. Wilt, Student Board Member

Superintendent of Schools  
Ms. Barbara L. Baker

November 11, 2021

Sean McCarthy Account Manager  
Daiken Applied Pittsburgh, PA

Dear Mr. McCarthy,

This letter is to inform you that the Garrett County Board of Education members have awarded the Omnia Proposal R200401-MD-312864 for the Grantsville ES Roof Replacement to Daiken Applied on Tuesday, November 9, 2021 for \$ 1,499,898.00.

This letter will serve as a notice to proceed with the project based on the signed proposal dated November 2, 2021.

Congratulations on the being the award recipient. Garrett County Public Schools is looking forward to working with you and everybody involved at Daiken Applied.

Matt Zimmerman will be the contact for the project. Please be in contact with him to determine the first steps needed in order for the project to begin.

Thank you,

Richard F. Wesolowski

Director of Facilities, Maintenance, Operations and Transportation  
Garrett County Public Schools

# DAIKIN APPLIED, OMNIA PUBLIC PROJECT PROPOSAL



## GCPS - Grantsville Elementary - Roof Project

120 Grant Street  
Grantsville, MD 21536

OMNIA Certified Proposal #: R200401-MD-312864  
OMNIA Membership #: 942526



### Prepared for:

Richard Wesolowski  
Director of Facilities, Maintenance, & Operations  
Grantsville Elementary School  
11/2/2021

### Prepared by:

Sean McCarthy  
Account Manager  
Pittsburgh District  
Phone: 412-508-8669  
E-mail: sean.mccarthy@daikinapplied.com



Contracting Proposal 1 ©2021 Daikin Applied  
PROPOSAL #Q-00080725



## Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Project proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

### **Scope of Work**

- ❖ Provide, set up and remove construction fencing in the south parking lot.
- ❖ Remove existing Ballast Stone and dispose of the same.
- ❖ Complete removal of existing EPDM Roof and Built-Up roof systems down tectum deck and dispose of same.
- ❖ Install treated 2x6 wood blocking around perimeter to match new insulation thickness.
- ❖ Install Firestone MB Base sheet over tectum deck using twin loc fasteners.
- ❖ Fully adhere (2) layers of 2.6" Isocyanurate roof insulation (R-30) with two-part adhesive to eliminate drilling holes in the tectum roof deck. Tapered Insulation Crickets have been added per new Roof Plan A1.4.
- ❖ Fully adhere ½" Dens-Deck prime cover board over new roof insulation.
- ❖ Install the following TREMCO Roof System complete with all necessary flashings and terminations.
  - (2) Plies of PowerPly Standard Smooth Base Sheet heat welded over Coverboard
  - (1) Ply PowerPly Standard FR Heat Welded White Granulated Cap Sheet.
- ❖ All New Roof Top Units and VRV system penetrations flashings are included in this pricing.
- ❖ Fabricate and install new metal fascia around the perimeter from 24-gage material with Kynar finish.
  - (Owner to Select Color)
- ❖ Install new Wood blocking and Fabricate and Install New Metal Coping on top of Wall Enclosure by loading dock.
- ❖ Fabricate and Install new Scuppers, Scupper Heads and Downspouts in existing locations.
- ❖ Install new Pac Clad Flush Panel Soffit Panels at Exterior Doorways as Shown on Reflected Ceiling Drawings.
- ❖ Provide a Manufacturer's 25-year NDL Material and Watertight Warranty.
- ❖ Repoint chimney.
- ❖ Provide and replace two existing exterior door sets on the east wall.

## Proposal Clarifications, Exclusions, and Exceptions:

### Clarifications:

1. This proposal takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this proposal.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this proposal.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed proposal price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.
13. Current pricing can be held through 11/19/2021.

### Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Commissioning plan development and execution.
9. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
10. Seismic analysis and certification for all materials and equipment.
11. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
12. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
13. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

**OMNIA Pricing and Acceptance**

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

**Investment Amount and Billing Terms:**

Investment required to implement the proposed solution

One Million, Four Hundred Ninety-Nine Thousand, Eight Hundred Ninety-Eight dollars and Zero cents ..... \$1,499,898.00  
\*Price does not include applicable sales tax

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

**Billing/Payment Terms\*:** Mobilization / Materials Received / Substantial Completion

Mobilization: Five Hundred Thousand dollars and Zero cents ..... \$500,000.00  
Materials Received: Five Hundred Thousand dollars and Zero cents ..... \$500,000.00  
Substantial Completion: Four Hundred Ninety-Nine Thousand Eight Hundred Ninety-Eight dollars and Zero cents .... \$499,898.00

\*All billings are due within 30 days of Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Richard Wesolowski  
Grantsville Elementary School

Site Address:  
120 Grant Street  
Grantsville, MD 21536

Accepted by: Richard Wesolowski  
(Print Full Legal Name of Customer)  
Richard Wesolowski  
(Signature)  
Director  
(Title)  
11/2/2021  
Date:

Approved by: \_\_\_\_\_  
(Print Full Legal Name of Daikin Applied Representative)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
Date:

Note: This Agreement is subject to final approval by Daikin Applied.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certequest@marsh.com	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
<b>INSURED</b> Daikin Applied Americas Inc. dba Daikin Applied 13600 Industrial Park Boulevard Minneapolis, MN 55441	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Mitsui Sumitomo Insurance USA Inc</td> <td>22551</td> </tr> <tr> <td>INSURER B: Sentry Insurance A Mutual Co</td> <td>24988</td> </tr> <tr> <td>INSURER C: Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER D: Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Mitsui Sumitomo Insurance USA Inc	22551	INSURER B: Sentry Insurance A Mutual Co	24988	INSURER C: Liberty Mutual Insurance Company	23043	INSURER D: Sentry Casualty Company	28460	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES      CERTIFICATE NUMBER: CLE-006829592-01      REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL SUBR (INS, RVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$400,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		GL 212257	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BVR8406442 (AOS) BVM8803074 (MA)	04/01/2021 04/01/2021	04/01/2022 04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE \$ 350,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		UMBS700287	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	90-20216-02 (Daikin Ded.) 90-20216-03 - (Daikin Retro) Deductible: \$500,000	04/01/2021 04/01/2021	04/01/2022 04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> CRIME		F13CABH0K0004	06/30/2020	06/30/2021	LIMIT \$ 5,000,000 SIR \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence Only

<b>CERTIFICATE HOLDER</b> Daikin Applied Americas Inc. dba Daikin Applied 13600 Industrial Park Boulevard Minneapolis, MN 55441	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Logan <i>John C Logan</i>
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ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD      © 1988-2016 ACORD CORPORATION. All rights reserved.



**APPROVAL OF CONTRACTS**

LEA: Garrett County

PSC No. 11.008.23 C-AE

Project Name: Southern Middle

Bid Opening: 4/7/22

Project Type: Construction - A/E Fees

Scope of Work: Design fees

Basis for Award of Contract: Base bid + alternate

Basis of Funding: 90% of eligible base bid + alternate

Local Funds: \$7,990

State Funds: \$71,910

Total Contract: \$79,900

State Contingency for Change Orders: 0

Transfer State Funds:	Account No.	Amount
Decrease Project Amount:		<u>\$0</u>
Increase Contingency Amount:		<u>\$0</u>
Decrease Contingency Amount:		<u>\$0</u>
Increase Project Amount:		<u>\$0</u>

<u>Contract #</u>	<u>Contractor</u>	<u>Total Contract</u>
	Grim & Parker Architects	<u>\$79,900</u>
		<u><b>\$79,900</b></u>

- Notes: (1) A/E costs to renovate the existing school facility.  
(2) Prevailing wage rates do not 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) Cost Estimates are an ineligible expense.

IAC Approval Date:

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*Southern Middle School Modernization Project*  
*Bid Package# - 2022-008*  
*Date - April 7, 2022*

**BID TABULATION**

Bidder	Responsiveness- 10%	Qualifications & Expertise- 25%	Quality- 25%	Cost- 40%	Total Score	Total Bid
Grim and Parker Architects	10	10	10	10	7	\$79,900.00
Bushey Feight Morin Architects	10	9	10	6	6.35	\$115,704.00

Certified True and Correct.

  
 \_\_\_\_\_  
 SIGNED 4/8/2022  
DATE



40 South Second Street • Oakland, Maryland 21550  
Telephone: 301-334-8900 • <http://www.garrettcountryschools.org>

**Members of the Board of Education**

Mr. M. Thomas Woods, President  
Mr. Rodney B. Glotfelty, Vice President  
Dr. Matthew A. Paugh, Associate Member  
Mrs. Monica L. Rinker, Associate Member  
Mr. Jason E. VanSickle, Associate Member  
Ms. Leah E. Wilt, Student Board Member

*Superintendent of Schools*  
Ms. Barbara L. Baker

April 14, 2022

Paul Klee  
Grimm and Parker Architects  
11720 Beltsville Drive  
Suite 600  
Calverton, MD 20705

Dear Mr. Klee,

This letter is to inform you that the Garrett County Board of Education members have awarded the A/E services for Educational Specifications for the Southern Middle Modernization Project (RFP- 2022-008) to Grimm and Parker Architects on Tuesday April 12, 2022 for \$79,900.

This letter will serve as a notice to proceed with the project based on the proposal dated April 6, 2022.

Congratulations on the being the award recipient. Garrett County Public Schools is looking forward to working with you and your team.

Thank you,

Richard F. Wesolowski  
Director of Facilities, Maintenance, Operations and Transportation  
Garrett County Public Schools

# AIA<sup>®</sup> Document B105™ – 2017

## ***Standard Short Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the Twenty-Fourth day of May in the year Two Thousand and Twenty-Two  
(*In words, indicate day, month and year.*)

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

Garrett College  
687 Mosser Road  
McHenry, Maryland 21541

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

Grimm and Parker Architecture, Inc.  
8609 Westwood Center Drive  
Suite 425  
Tysons, Virginia 22182

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

Education Specifications and Schematic Design for the Southern Middle School  
Modernization Project

**Southern Middle School**  
Prepare an Educational Specifications document and Schematic Design Drawings for the modernization of the specified facility, as part of the necessary documentation to move forward with a request for state funding participation for the anticipated renovation of this facility.

**Southern High School**  
Prepare Schematic Design Drawings for limited renovations at the specified facilities, as part of the necessary documentation to move forward with a request for state funding participation for the anticipated limited renovations of these facilities.

The Owner and Architect agree as follows.

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

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

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Civil Engineering – SPECS, Inc.  
MEP – Ascent  
Structural – Wolfman + Associates  
Cost Estimating – Downey & Scott

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

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User Notes:

(1967741258)

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

\$79,900.00

Cost estimate is listed as an exclusion but is required for IAC submissions. A detailed cost estimate for both projects shall be an additional \$9,200.00

*Paragraph intentionally omitted.*

Payments are due and payable upon receipt of the Architect's invoice schedule under Article 7.

*Paragraph intentionally omitted.*

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

**ARTICLE 7 OTHER PROVISIONS**

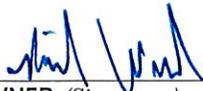
*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

The scope of services includes two (2) in-person meetings.

- 1. Kick-off meeting
- 2. Visioning meeting
- 3. Three (3) virtual meetings

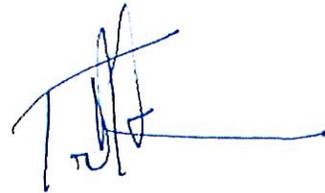
Additional meetings shall be billed as additional services.

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



OWNER (Signature)

Richard Wesolowski, Director of Maintenance,  
Operations, Facilities and Transportation  
*(Printed name and title)*



ARCHITECT (Signature)

Paul Klee, AIA, LEED AP, NCARB  
*(Printed name, title, and license number, if required)*

Init.

**APPROVAL OF CONTRACTS**

LEA: Garrett County

PSC No. 11.014.21 SSGP

Project Name: Northern High

Bid Opening: 3/3/22

Project Type: Systemic Renovation

Scope of Work: Security Vestibule

Basis for Award of Contract: Base bid plus alts 1&2.

Basis of Funding: 100% of eligible base bid plus alts 1&2 up to the maximum allocation.

Local Funds: \$90,700

State Funds: \$154,000

Total Contract: \$244,700

State Contingency for Change Orders: 0

Transfer State Funds:	Account No.	Amount
Decrease Project Amount:		<u>\$0</u>
Increase Contingency Amount:		<u>\$0</u>
Decrease Contingency Amount:		<u>\$0</u>
Increase Project Amount:		<u>\$0</u>

<u>Contract #</u>	<u>Contractor</u>	<u>Total Contract</u>
	Harbel, Inc.	<u>\$244,700</u>
		<u><b>\$244,700</b></u>

- Notes:** (1) To add a security vestibule.  
(2) Prevailing wage rates do not apply to this contract.  
(3) Eligible for funding available within FY 2021 SSGP allocation for LEA at time of reimbursement request.  
(4) 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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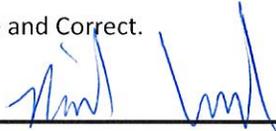


*Northern High Security Vestibule  
 Bid Package# - 2022-007  
 Date - March 3, 2022*

# BID TABULATION

Bidder	Base Bid	Add Alternate # 1- Interior Doors	Add Alternate # 2- Replacement of Staff Mailboxes	Total with Alternates	Bid Bond	MBE	Ack Form	Addenda	A305 Form
Harbel, Inc.	\$213,500	\$29,250	\$1,950	\$244,700	X	X	X	X	X
Byco	No Bid Recieved								
Daystar	No Bid Recieved								
Beitzel	No Bid Recieved								

Certified True and Correct.


3/15/22  
 \_\_\_\_\_  
 SIGNED DATE



# BID TABULATION

PROJECT: GCPS: Northern High School - Security Vestibule  
 BFM Project 21077 / PSC #11.014.22  
 GCPS Bid No. 22-007  
 Bid Opening: March 3, 2022 @ 1:30 PM

Addenda Issued:  
 Add. No. 1: 2/21/22  
 Add. No. 2: 2/23/22

BIDDER	BASE BID	ALT No. 1 - Interior Vestibule Doors &	ALT No. 2 - Replacement of Mailboxes	Total with Alternates	UNIT PRICE				Bid Bond	MBE	Ack. Form	Addenda	A305 Form
					U.P. 1 - Ceiling Tile	U.P. 2 - VCT	U.P. 3 - Base	U.P. 4 - Carpet					
Beitzel													
Byco													
Daystar													
Harbel, Inc	\$213,500.00	\$29,250.00	\$1,950.00		\$8.00	\$8.00	\$6.00	\$75.00	x	x	x	x	x



**Members of the Board of Education**

Mr. M. Thomas Woods, President  
Mr. Rodney B. Glotfelty, Vice President  
Dr. Matthew A. Paugh, Associate Member  
Mrs. Monica L. Rinker, Associate Member  
Mr. Jason E. VanSickle, Associate Member  
Ms. Leah E. Wilt, Student Board Member

*Superintendent of Schools*  
Ms. Barbara L. Baker

40 South Second Street • Oakland, Maryland 21550  
Telephone: 301-334-8900 • <http://www.garrettcountryschools.org>

May 11, 2022

David J. Madden  
Harbel, Inc.  
11521 Milnor Ave  
Cumberland, MD 21502

Dear Mr. Madden,

This letter is to inform you that the Garrett County Board of Education members have awarded the Northern High School Security Vestibule project to Harbel, Inc. on Tuesday, May 10, 2022. The board approved \$244,700 for the base bid and two alternates listed on the bid tab.

This letter will serve as a notice to proceed with the project based on the specifications and drawings from Bushey Feight Morin Architects (BFM). This will allow for ordering material, staging equipment and scheduling labor.

Congratulations for being the successful bidder. I will be in contact very soon and look forward to working with you and your staff.

Thank you,

Richard F. Wesolowski  
Director of Facilities, Maintenance, Operations and Transportation  
Garrett County Public Schools

ADDENDUM NO. 1 – ATTACHMENT NO. 2

00 20 00

REVISED STANDARD FORM OF PROPOSAL

February 21, 2022

(Submit in triplicate on loose forms supplied by Architect.)

TO: Garrett County Board of Education  
40 S. Second Street  
Oakland, MD 21550

Bid Date: March 3, 2022  
Time: 1:30 PM EST/DST

PROJECT: Northern High School – Security Vestibule Modifications

Bid No. GCPS22-007  
PSC No. 11.014.22

Proposal of Harbel, Inc. (hereinafter called " Bidder " ),

\* a corporation, organized and existing under the laws of the State of Maryland \*  
a partnership, or and individual doing business as Corporation.

Gentlemen:

The bidder, in compliance with your invitation for bids for the Security Vestibule Modifications at Northern High School, has examined the plans and specifications with related documents and the size of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplied, and to construct the project in accordance with the Contract Documents and Addenda within the time set forth therein, and at the prices stated below. These prices are to cover all expense incurred in performing the work required under the Contract Documents, of which this proposal is a part.

COMPLETION TIME:

To begin the performance at the time stated in the Notice to Proceed and to complete the work in accordance with the provisions of the Contract Documents.

The undersigned agrees to substantially complete the entire work by August 20, 2022. Notice to Proceed anticipated by or before April 14, 2022. Work is projected to start June 8, 2022. Subject to the last scheduled day of classes.

Bidder acknowledges receipt of the following Addenda: #1 #2 \_\_\_\_\_

A. BASE BID

To furnish labor, materials, equipment, and services necessary to properly complete the work required per BASE BID for the Vestibule Modifications at Northern Garrett High School in strict accordance with the aforesaid documents for the following sum:

Two Hundred Thirteen Thousand, Five Hundred Dollars and Zero Cents (Dollars \$ 213,500.00 ).  
(Written) (Figures)

Above prices to include all labor, materials, overhead, profit, insurance, etc., to cover the finished work required.

  
\_\_\_\_\_  
David J. Madden  
President

REVISED Standard Form of Proposal  
00 20 00-1

Sign for Identification  
\*Insert corporation, partnership or individual as applicable.

**RESOLUTION  
of the  
BOARD OF DIRECTORS**

Be it **Resolved** this 4<sup>th</sup> day of October 2019, that the Board of Directors has approved the authority of the following to:

1. Execute documents to borrow funds in the name of the Corporation
2. Execute documents to sell/purchase or otherwise acquire personal or real property on behalf of the Corporation
3. Execute any and all documents necessary for the continuation of the Corporation as a going concern including, but not limited to, business licenses, bonds and agreements to complete projects pertaining to business operations.

Those individuals are:

**Carl Belt, Jr.  
David J. Madden  
Jeremy G. Irons  
Jared Burkett**

**Mark A. Farris  
Sean D. Fradiska  
Randy J. Cirillo**

  
\_\_\_\_\_  
David J. Madden,  
President

  
\_\_\_\_\_  
Leslie A. Rippey  
Corporate Secretary



**APPROVAL OF CONTRACTS**

LEA: Montgomery County

**PSC No.** 15.089.23 ASP

**Project Name:** New Hampshire Estates Elementary

**Bid Opening:** 8/31/22

**Project Type:** Systemic Renovation

**Scope of Work:** Elevator Replacement

**Basis for Award of Contract:** Base bid.

**Basis of Funding:** 100% of eligible bid.

**Local Funds:** \$0

**State Funds:** \$273,304

**Total Contract:** \$273,304

**State Contingency for Change Orders:** 0

<b>Transfer State Funds:</b>	<b>Account No.</b>	<b>Amount</b>
<b>Decrease Project Amount:</b>	<u>15.089.23</u>	<u>(\$1,696)</u>
<b>Increase Contingency Amount:</b>	<u>40.000.23</u>	<u>\$1,696</u>
<b>Decrease Contingency Amount:</b>		<u>\$0</u>
<b>Increase Project Amount:</b>		<u>\$0</u>

<b><u>Contract #</u></b>	<b><u>Contractor</u></b>	<b><u>Total Contract</u></b>
	Nicholas Contracting, Inc.	<u>\$273,304</u>
		<b><u>\$273,304</u></b>

- Notes:** (1) To replace the elevator.  
 (2) Prevailing wage rates apply to this contract.  
 (3) Eligible for funding available within FY 2023 ASP allocation for LEA at time of reimbursement request.  
 (4) 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:**

---

**Bid: 9757.1 Elevator Modernization at New Hampshire Estates Elementary School & Waters Landing Elementary School**

**Date: August 31, 2022**

**Time: 2:00 PM**

**Opened by: A. Black**

**BOE Date: October 11, 2022**

BIDDERS	Prompt Pay Disc.	Non-Debarment Acknowledgement	Signed Bid	Bid Bond	Bid Submittals *MD Construction Business License or MHIC *Statement of Experience *Mfr. Authorization Ltr.	References	Erratum #1	MBE (10%) Att. A & B	Item #1 Description- Elevator Modernization at New Hampshire Estates ES	Item #4 Description- Elevator Modernization at Waters Landing ES	Item #2a & 5a Unit Prices- Unit Price for Elevator Modernization Team Per Hour (Includes 1 mechanic & 1 helper)	Item #2b & 5b Unit Prices- Driller Rate Per Hour	Item #3 & 6 Monthly Maintenance & Service Agreement Segregated Cost	COMMENTS
Nichols Contracting, Inc.	N	Y	Y	Y	Y YY	Y	Y	Y	<u>\$273,304.00</u> Number of work days required to complete replacement <u>40</u>	<u>\$243,756.00</u> Number of work days required to complete replacement <u>40</u>	Reg. Rate <u>\$495.00</u> OT Rate <u>\$990.00</u>	Reg. Hourly Rate <u>\$2,318.80</u> OT Hourly Rate <u>\$3,771.90</u>	<u>\$400.00</u> Per Month	
									\$ _____ Number of work days required to complete replacement _____	\$ _____ Number of work days required to complete replacement _____	Reg. Rate \$ _____ OT Rate \$ _____	Reg. Hourly Rate \$ _____ OT Hourly Rate \$ _____	\$ _____ Per Month	
									\$ _____ Number of work days required to complete replacement _____	\$ _____ Number of work days required to complete replacement _____	Reg. Rate \$ _____ OT Rate \$ _____	Reg. Hourly Rate \$ _____ OT Hourly Rate \$ _____	\$ _____ Per Month	
									\$ _____ Number of work days required to complete replacement _____	\$ _____ Number of work days required to complete replacement _____	Reg. Rate \$ _____ OT Rate \$ _____	Reg. Hourly Rate \$ _____ OT Hourly Rate \$ _____	\$ _____ Per Month	



GENERAL CONTRACTOR

9190 RED BRANCH ROAD

SUITE 200

COLUMBIA, MARYLAND 21045

**ITB 9757.1**

**Elevator Modernization at New  
Hampshire Estates Elementary School &  
Waters Landing Elementary School**

**Copy of Bid Proposal**

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
DIVISION OF PROCUREMENT  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999  
240-740-7541

August 4, 2022

INVITATION FOR BID

9757.1 Elevator Modernization at New Hampshire Estates  
Elementary School and Waters Landing Elementary School

Bid Opening Time: 2:00PM

Bid Opening Date: August 26, 2022

NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

**BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.**

COMPANY NAME: Nichols Contracting, Inc.

1. Term of Contract: See Schedule
2. Terms of Delivery: As Specified on Purchase Order
3. Delivery Destination: Individual Location, Noted on Purchase Order
4. Bid Security Required: Yes  
Bid Security must be made payable to Montgomery County Board of Education
5. Performance Bond Required: Yes
- 6a. Samples Required:  Yes  No
- 6b. Sample Delivery Requirements:  
 Deliver to the Procurement Unit  
 Deliver to Supply and Property Management  
 Deliver to the Food Service Warehouse  
 Other
- 6c. Sample Delivery Time:  
 Prior to bid opening  
 At time of bid opening  
 Subsequent to bid opening

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) Nichols Contracting, Inc.
2. Business Name (if different from above) N/A
3. Tax Identification Number 52-1746672

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name Nichols Contracting, Inc.
2. Address 9190 Red Branch Road, Suite 200, Columbia MD 21045
3. Bid Representative's Name Fred A. Nichols
4. Phone Number(s)/Extension(s) 301-924-5258
5. Fax Number 301-924-5245
6. Email Address sales@nicholscontracting.com
7. Website nicholscontracting.com

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address N/A
2. Representative's Name
3. Phone Number (s)/Extension(s)
4. Fax Number
6. Email Address

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

N/A Prompt payment discounts of less than twenty (20) days will not be considered.

V. PURCHASING CARD AND SUA PAYMENT PROGRAM: MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

- Yes, we accept MasterCard
No, we do not accept MasterCard

Note: Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accounts payable@mcpsmd.org to

request ACH registration forms.

**VI. PURCHASE ORDER PREFERENCE:** Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

Facsimile     US Mail     Email     EDI

**VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE):** Check the appropriate box below.

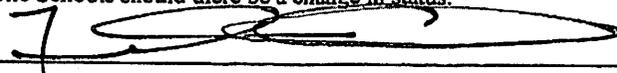
African American     Asian American     Hispanic     Native American  
 Female     Disabled     None

**VIII. NON-DEBARMENT ACKNOWLEDGEMENT**

  X   I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

       I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) 

Name and Title Fred A. Nichols, President

Witness Name and Title John Calantonio, Estimator 

**IX. BIDDER'S CERTIFICATION:** Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.

A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies 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, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) 

Name and Title Fred A. Nichols, President

Witness Name and Title John Calantonio, Estimator 



### MAPT Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (COG) and the Baltimore Metropolitan Council (BMC) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("Region").

#### I. Format

A lead agency format is used to accomplish this work. This Participating Agency, serving as Lead Agency for this procurement, has included this MAPT Cooperative Rider Clause. This allows other public entities to participate pursuant to the following Cooperative Rider Clause Terms and Conditions:

#### A. Terms

1. Any public entity participating in this procurement ("Participating Agency"), through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
2. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### B. Other Conditions - Contract and Reporting

1. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located;
2. To provide to MAPT contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting any Participating Agency added on the contract, on demand and without further approval of Participating Agency;
3. Contract obligations rest solely with the Participating Agency only; and
4. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this Region.

In order to ride an awarded contract, a COG Rider Clause Approval Form (below) must be completed and approved by the Lead Agency.

## II. Participating Members

### COG MEMBER GOVERNMENTS

#### District of Columbia

#### Maryland

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

#### Virginia

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

#### Other Local Governments

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

#### Public Authorities/Agencies

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission
- Prince William County Service Authority

- Upper Occoquan Service Authority
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

#### School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

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### BALTIMORE METROPOLITAN COUNCIL AGENCIES

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

Acknowledge:  
Initial JAN  
Date 8/26/2022

**APPENDIX J**  
**QUOTATION FORM**

**COMPANY NAME:** Nichols Contracting, Inc.

Bidder shall supply all required information for each line item. Bidders shall submit a price for each line item. No partial bids will be allowed. **DO NOT ALTER THE QUOTATION FORM IN ANY WAY. Failure to comply with the above will be considered non-responsive and disqualify your bid. Prices below are to be all inclusive, including materials and installation labor cost.**

**Elevator Modernization at New Hampshire Estates Elementary School**

**Item #**      **Description**

- 1.      Design and perform the modernization of Passenger elevator at New Hampshire Estate Elementary School as specified herein. Work to begin on site **June 21, 2023** and equipment shall be installed, operational, and State accepted for use by MCPS on or before **August 22, 2023**. This project shall be 100% completed as specified on or before **August 29, 2023**. This includes but not limited to all closeout tasks, punch out corrections, final inspections, demonstrations, training, documentation, equipment, etc., including the two-year maintenance agreement as specified herein.

§ 273,304.00

(See General Conditions B Intent #2 for State Funded project)

Number work days required to complete replacement: 40

APPENDIX J

QUOTATION FORM – CONTINUE (2 of 7)

COMPANY NAME: Nichols Contracting, Inc.

Item #      Description

2.      Unit Prices

These unit prices shall be used for change-order work as may be required to address unknown conditions such as re-drilling well hole, providing additional casing etc.

HOURLY RATES: Regular Hourly rate will represent work performed Monday through Friday, 6:00 AM until 5:59 PM. Overtime hourly rate will represent work performed Monday through Friday 6:00 PM until 5:59 AM including weekends and all MCPS holidays.

a.      **Unit Price for Elevator Modernization Team per hour**

(Includes 1 mechanic and 1 helper)

Regular Rate:      \$ 495.00

Overtime Rate:      \$ 990.00

b.      **Driller Rate Per Hour: \$ See Below**

(Includes additional drilling, material and installation of additional casing, and any accessories required for additional casing, and any accessories required for additional casing.)

Regular Hourly Rate:      \$ 2,318.80

Overtime Hourly Rate:      \$ 3,771.90

3.      Monthly Maintenance & Service Agreement Segregated Cost

The segregated monthly cost is to provide preventive maintenance and service for a period of two-years as specified herein. (Approved monthly service invoices will be paid monthly by MCPS as services are provided throughout the term.) Please send all invoices to Division of Maintenance and Operations, Attention: Mr. John Horton, 8301 Turkey Thicket Drive, Building A, 1<sup>st</sup> Floor, Gaithersburg, Maryland 20879

\$ 400 per month

Do not include monthly cost in item #1

APPENDIX J

QUOTATION FORM – CONTINUE (3 of 7)

COMPANY NAME: Nichols Contracting, Inc.

Elevator Modernization at Waters Landing Elementary School

Item #      Description

4.      Design and perform the modernization of Passenger elevator at Waters Landing Elementary School as specified herein. Work to begin on site **June 21, 2023** and equipment shall be installed, operational, and State accepted for use by MCPS on or before **August 22, 2023**. This project shall be 100% completed as specified on or before **August 29, 2023**. This includes but not limited to all closeout tasks, punch out corrections, final inspections, demonstrations, training, documentation, equipment, etc., including the two-year maintenance agreement as specified herein.

\$ 243,756.00

Number work days required to complete replacement: 40

5.      Unit Prices

These unit prices shall be used for change-order work as may be required to address unknown conditions such as re-drilling well hole, providing additional casing etc.

HOURLY RATES: Regular Hourly rate will represent work performed Monday through Friday, 6:00 AM until 5:59 PM. Overtime hourly rate will represent work performed Monday through Friday 6:00 PM until 5:59 AM including weekends and all MCPS holidays.

a. **Unit Price for Elevator Modernization Team per hour**

(Includes 1 mechanic and 1 helper)

Regular Rate:      \$ 495.00

Overtime Rate:      \$ 990.00

b. **Driller Rate Per Hour:**      \$ See Below

(Includes additional drilling, material and installation of additional casing, and any accessories required for additional casing, and any accessories required for additional casing.)

APPENDIX J

QUOTATION FORM – CONTINUE (4 of 7)

COMPANY NAME: Nichols Contracting, Inc.

Item #            Description

Regular Hourly Rate: \$ 2,318.80

Overtime Hourly Rate: \$ 3,771.90

6.            Monthly Maintenance & Service Agreement Segregated Cost

The segregated monthly cost is to provide preventive maintenance and service for a period of two-years as specified herein. (Approved monthly service invoices will be paid monthly by MCPS as services are provided throughout the term.) Please send all invoices to Division of Maintenance and Operations, Attention: Mr. John Horton, 8301 Turkey Thicket Drive, Building A, 1<sup>st</sup> Floor, Gaithersburg, Maryland 20879

\$ 400 per month  
Do not include monthly cost in item #4

APPENDIX J

QUOTATION FORM - CONTINUED (Page 5 of 7)

COMPANY NAME: \_\_\_\_\_ Nichols Contracting, Inc. \_\_\_\_\_

- ALL EQUIPMENT AND MATERIALS SHALL BE AVAILABLE FOR COMPLETION PER SCHEDULE. BIDDER HAS WRITTEN CONFIRMATION FROM THE MANUFACTURER THAT THE MATERIALS WILL BE DELIVERED IN TIME TO MEET THE COMPLETION DATE?

YES  NO

- HAS BIDDER EVER HAD LATE CHARGES DEDUCTED AS A RESULT OF FAILURE TO COMPLETE AS CONTRACTED?

YES  NO

- HAS THE BIDDER INCLUDED WITH THEIR BID MANUFACTURER'S LITERATURE FOR PRODUCT OFFERED?

YES  NO

- IS THE BIDDER AN AUTHORIZED REPRESENTATIVE AND INSTALLER OF THE MCPS APPROVED PRODUCT OFFERED?

YES  NO

- IS A COPY OF THE MARYLAND CONTRACTORS LICENSE SUPPLIED WITH BID SUBMISSION?

YES  NO

- HAS THE BIDDER SUBMITTED A COPY OF THE MARYLAND MASTER ELECTRICAL LICENSE OF WHO WILL MAINTAIN, INSPECT AND/OR PERFORM ELECTRICAL WORK IF AWARDED.

YES  NO

**APPENDIX J**

**QUOTATION FORM – CONTINUED (Page 6 of 7)**

**COMPANY NAME:** \_\_\_\_\_ Nichols Contracting, Inc. \_\_\_\_\_

- **HAS BIDDER INCLUDED WITH THEIR BID SUBMISSION A LETTER CERTIFYING THEY ARE A FULL TIME ELEVATOR COMPANY ENGAGED IN THE REPAIRS, REPLACEMENTS AND NEW INSTALLATION OF ELEVATOR SYSTEMS REQUIRING FULL TIME TECHNICAL PERSONNEL AND THAT THE COMPANY HAS BEEN IN BUSINESS A MINIMUM OF FIVE YEARS AND HAVE A MINIMUM OF FIVE YEARS EXPERIENCE PERFORMING THE TYPE OF WORK SPECIFIED HEREIN.**

YES  NO \_\_\_\_\_

- **HAS THE BIDDER VISITED THE JOB SITE AND PERFORMED A COMPREHENSIVE FIELD INVESTIGATION ALONG WITH TAKING FIELD MEASURES BEFORE SUBMITTING THEIR BID?**

YES  NO \_\_\_\_\_

- **HAS THE BIDDER REVIEWED THE BIDDING DOCUMENT AND DRAWINGS IN DETAIL PRIOR TO SUBMITTING THEIR BID?**

YES  NO \_\_\_\_\_

- **HAS THE BIDDER VERIFIED PRODUCTS OFFERED ARE COMPATIBLE WITH EXISTING PRODUCTS AND THE BIDDER IS AWARE OF THE CONDITIONS UNDER WHICH THE WORK WILL BE PERFORMED?**

YES  NO \_\_\_\_\_

- **HAS BIDDER FAMILIARIZED THEMSELVES WITH THE ANNOTATED CODE OF MARYLAND SECTION 11-722 AND HAVE SCREENED THEIR WORK FORCES, ENSURING NO REGISTERED SEX OFFENDER WILL BE PERFORMING WORK A ANY MCPS FACILITY?**

YES  NO \_\_\_\_\_

**APPENDIX J**

**QUOTATION FORM - CONTINUED (Page 7 of 7)**

**COMPANY NAME:** \_\_\_\_\_ Nichols Contracting, Inc. \_\_\_\_\_

- **HAS BIDDER COMPLETED CONTRACTOR OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK AT MCPS FACILITIES AND PROPERTIES?**

YES  NO

- **IS THE BIDDER A MINORITY BUSINESS ENTERPRISE?**

YES  NO

**IF YES, PLEASE PROVIDE MARYLAND DEPARTMENT OF TRANSPORTATION**

**CERTIFICATION NUMBER** \_\_\_\_\_ N/A \_\_\_\_\_

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED HEREIN TO CONFIRM THEY DO NOT HAVE ASBESTOS? THE SUCCESSFUL CONTRACTOR AGREES THEY WILL SUBMIT ASBESTOS FREE VERIFICATION FORM AS SPECIFIED HEREIN.**

YES  NO

**CHECK OFF LIST FOR MANDATORY BID SUBMITTAL**

**Mandatory Submittals Check List:**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <b>Signed Invitation for Bid, including Non-Debarment Acknowledgement</b> |
| <input checked="" type="checkbox"/> | <b>Quotation Form (Pages 1-7)</b>   |
| <input checked="" type="checkbox"/> | <b>Addenda and Errata (If any, contractor is responsible to confirm)</b>  |
| <input checked="" type="checkbox"/> | <b>Licenses: Maryland Construction Business License</b>                   |
| <input checked="" type="checkbox"/> | <b>State of Maryland Elevator License</b>                                 |
| <input checked="" type="checkbox"/> | <b>Statement of Experience and years in Business</b>                      |
| <input checked="" type="checkbox"/> | <b>Manufacturer Authorization Letter</b>                                  |
| <input checked="" type="checkbox"/> | <b>MBE Attachment A and B</b>   |
| <input checked="" type="checkbox"/> | <b>Bid Bond</b>   |
| <input checked="" type="checkbox"/> | <b>Reference</b>  |



August 24, 2022



ADDENDUM/ERRATUM #1

Invitation for Bid #9757.1, Elevator Modernization at  
New Hampshire Estates ES and Waters Landing ES

1. Attached are the responses to questions received for the above referenced solicitation.
2. All other terms and conditions remain the same.
3. Date and time set for receipt of bid has been extended to Wednesday, August 31, 2022 at 2:00pm

Angela McIntosh-Davis, CPPB, Director  
Division of Procurement

AMD:abb

Please indicate your receipt of this notice by signing below and return with your bid or under separate cover.

Accepted: Fred A. Nichols, President  
Name and Title

Name of Company: Nichols Contracting, Inc.

Procurement Unit

45 West Gude Drive, Suite 3100 ♦ Rockville, Maryland 20850-9999



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Nichols Contracting, Inc.  
9190 Red Branch Road, Suite 200  
Columbia, MD 21045

**SURETY:**

*(Name, legal status and principal place of business)*

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606

**OWNER:**

*(Name, legal status and address)*

Montgomery County Board of Education  
850 Hungerford Drive, Room 123  
Rockville, MD 20850

**BOND AMOUNT:** \$ Ten Percent (10%) of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Elevator Modernization at New Hampshire Estates Elementary School and Waters Landing Elementary School

Invitation for Bid #9757.1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such

**ADDITIONS AND DELETIONS:**

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that the Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26 day of August, 2022



[Signature]  
(Witness) John Calantonio, Estimator

Nichols Contracting, Inc.  
(Contractor as Principal)  
[Signature]  
(Title) VP

[Signature]  
(Witness) Mental Jones

Western Surety Company  
(Surety) [Signature] (Seal)  
(Title) Rush H. Seale, Attorney-in-Fact

init.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Rush H. Seale, Individually**

of, Rockville, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond  
Principal: Nichols Contracting, Inc.  
obligee: Montgomery County Board of Education

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



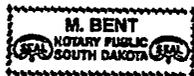
WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of August, 2022.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**APPROVAL OF CONTRACTS**

LEA: Montgomery County

**PSC No.** 15.171.22 SR

**Project Name:** Blair High

**Bid Opening:** 3/15/22

**Project Type:** Systemtic Renovation

**Scope of Work:** Roof Replacement Phase 1

**Basis for Award of Contract:** Base bid.

**Basis of Funding:** 50% of eligible base bid.

**Local Funds:** \$1,521,000

**State Funds:** \$968,000

**Total Contract:** \$2,489,000

**State Contingency for Change Orders:** 0

<b>Transfer State Funds:</b>	<b>Account No.</b>	<b>Amount</b>
<b>Decrease Project Amount:</b>		<u>\$0</u>
<b>Increase Contingency Amount:</b>		<u>\$0</u>
<b>Decrease Contingency Amount:</b>		<u>\$0</u>
<b>Increase Project Amount:</b>		<u>\$0</u>

<b><u>Contract #</u></b>	<b><u>Contractor</u></b>	<b><u>Total Contract</u></b>
	Vatica Contracting, Inc.	<u>\$2,489,000</u>
		<b><u>\$2,489,000</u></b>

**Notes:** (1) To replace the 74,449 sf 1998 roof system.  
 (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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**Montgomery Blair High School  
Roof Replacement Phase 1 of 3**

<b>BIDDERS</b>	<b>CitiRoof Corporation</b>	<b>Interstate Corporation</b>	<b>Orndorff &amp; Spaid, Inc.</b>	<b>Vatica Contracting, Inc.</b>		
<b>Base Bid</b>	\$ 2,691,300	\$ 3,850,000	\$ 6,282,500	\$ 2,489,000		
<b>Lightweight Concrete</b>	\$ 40.00	\$ 50.00	\$ 36.00	\$ 30.00		
<b>Metal Deck</b>	\$ 20.00	\$ 20.00	\$ 15.00	\$ 12.00		
<b>Wood Deck</b>	\$ 20.00	\$ 20.00	\$ 13.00	\$ 10.00		
<b>Tectum Deck</b>	\$ 45.00	\$ 75.00	\$ 36.00	\$ 35.00		
<b>MBE Forms A &amp; B</b>	X	X	X	X		
<b>Bid Bond Included</b>	X	X	X	X		
<b>Addenda</b>	X	X	X	X		

**SECTION 00300 - BID FORM**

(SUBMIT IN DUPLICATE ON BIDDER'S STATIONERY)

DATE: \_\_\_\_\_

PROJECT TITLE: Montgomery Blair High School Roof Replacement Phase 1 of 3

BID SUBMITTED BY: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NO.: \_\_\_\_\_

SUBMITTED TO: **The Board of Education of Montgomery County  
Division of Design and Construction  
45 West Gude Drive, Suite 4300  
Rockville, Maryland 20850**

**PART 1 - GENERAL**

- 1.1 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 Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- 1.2 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.
- 1.3 BIDDER hereby agrees to furnish all labor, materials, equipment and services required to erect and complete the facility in strict accordance with the Contract Documents for the following price:
- 1.4 **BASE BID**
  - A. **TOTAL BASE BID:**  
Two Million Four Hundred Eighty - Nine Thousand 00/100 Dollars (\$ 2,489,000.00 )

**PART 2 UNIT PRICE**

2.1 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 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. Contractor mark-up is to be applied per Article 7 of the General Conditions of the Contract for Construction, AIA Document A201 REV.DOC-2007 edition. 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 and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

- A. To remove and replace unsuitable decking material:
- B. Lightweight Concrete:           \$       30       Sq. ft.
- C. Metal Deck:                       \$       12       Sq. ft.
- D. Wood Deck:                         \$       10       Sq. ft.
- E. Tectum Deck:                     \$       35       Sq. ft.

**PART 3           PROJECT CONSTRUCTION SCHEDULE AND LIQUIDATED DAMAGES**

- 1.5 The undersigned agrees to erect and complete Work in strict accordance with the Contract Documents and be substantially complete by not later than the date(s) set forth in the Construction Schedule prepared and amended by the Construction Manager. The Owner may retain the sum of Two Thousand Five Hundred Dollars (\$2,500) for each calendar day up to 30 days of delay beyond the completion date of each phase of the project as stipulated in the Contract and Five Thousand Dollars (\$5,000) a day for each calendar day thereafter, without limitation. If the project has a phased completion, the calculation of liquidated damages will begin again with each phase provided the previous phase has been completed.
- 1.6 BID BOND: BIDDER must include Bid Bond in the form set forth in the "Instructions to Bidders," Section 00200, and the Project Manual, and for not less than ten percent (10%) of the largest possible total of bids submitted.
- 1.7 The undersigned encloses herewith a Surety Bond in the form set forth in the "Instructions to Bidders," Section 00200, and the Project Manual.

**PART 4 -       ACKNOWLEDGEMENTS**

- 4.1 Receipt of the following Addenda to the Drawings and Specifications is acknowledged:
  - A. Addendum No.   1   Dated 02/18/22
  - B. Addendum No.   2   Dated 02/28/22
  - C. Addendum No.   3   Dated 03/07/22
  - D. Addendum No.      Dated
- 3.2 Minority Business Enterprise forms included with the Bid Proposal:
  - A. Attachment A included:   X
  - B. Attachment B included:   X

**PART 5 -       CONTRACT**

- 5.1 If the undersigned receives written notice of the acceptance, at his designated address, within sixty (60) 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) calendar days after receiving notice, or forfeit the amount of the Bid Bond.

**PART 6 - WARRANTY TO THE LUMP SUM**

- 6.1 The undersigned affirms that the above lump sum Base Bid 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.

**PART 7 - AFFIDAVIT**

- 7.1 Special Instructions: An authorized representative of the BIDDER shall complete the following affidavit and insert an answer to Paragraphs A, C, and E.

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

I, Peter Psaromatis, being duly sworn, depose and certify:

- A. I am the President (officer) and duly authorized representative of the firm of the building construction organization named Vatica Contracting, Inc. whose address is 4905 Buchanan Street Hyattsville, MD 20781 and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
- B. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing Contracts with any public bodies has:
1. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  2. been convicted under the laws of this State, another State, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private Contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  3. been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private Contract;
  4. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
  5. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  6. been found civilly liable under an antitrust statute of this State, another State, or the United States for act or omissions in connection with the submission of bids or proposals for a public or private Contract.
- C. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

(If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge. )

NONE

(You may attach any explanation necessary.)

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



**APPROVAL OF CONTRACTS**

LEA: Montgomery County

**PSC No.** 15.191.22 SR

**Project Name:** Forest Oak Middle

**Bid Opening:** 3/17/22

**Project Type:** Systemic Renovation

**Scope of Work:** Roof Replacement

**Basis for Award of Contract:** Base bid + alt 1

**Basis of Funding:** 50% of eligible base bid + alt 1

**Local Funds:** \$2,350,785

**State Funds:** \$1,255,000

**Total Contract:** \$3,605,785

**State Contingency for Change Orders:** 0

<b>Transfer State Funds:</b>	<b>Account No.</b>	<b>Amount</b>
<b>Decrease Project Amount:</b>		<u>\$0</u>
<b>Increase Contingency Amount:</b>		<u>\$0</u>
<b>Decrease Contingency Amount:</b>		<u>\$0</u>
<b>Increase Project Amount:</b>		<u>\$0</u>

<b><u>Contract #</u></b>	<b><u>Contractor</u></b>	<b><u>Total Contract</u></b>
	CitiRoof Corporation	<u>\$3,605,785</u>
		<b><u>\$3,605,785</u></b>

- Notes:** (1) Replace the 89,800 sf 1999 built-up roof and 7,500 sf 1999 shingle 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:**

---

**Forest Oak Middle School  
Roof Replacement**

<b>BIDDERS</b>	<b>CitiRoof Corporation</b>	<b>Cole Roofing Company, Inc.</b>	<b>Interstate Corporation</b>	<b>Northeast Contracting Corporation</b>	<b>Orndorff &amp; Spaid, Inc.</b>	<b>Vatica Contracting, Inc.</b>
<b>Base Bid</b>	\$ 3,333,685	\$ 3,498,000	\$ 3,650,000	\$ 2,313,414	\$ 3,632,722	\$ 3,519,103
<b>Alternate 1</b>	\$ 272,100	\$ 301,000	\$ 300,000	\$ 120,000	\$ 346,742	\$ 354,000
<b>Lightweight Concrete</b>	\$ 40.00	\$ 35.75	\$ 50.00	\$ 50.00	\$ 36.00	\$ 42.00
<b>Metal Deck</b>	\$ 20.00	\$ 15.00	\$ 20.00	\$ 15.00	\$ 15.00	\$ 18.00
<b>Wood Deck</b>	\$ 20.00	\$ 12.50	\$ 20.00	\$ 8.00	\$ 13.00	\$ 20.00
<b>Tectum Deck</b>	\$ 45.00	\$ 28.25	\$ 75.00	\$ 35.00	\$ 36.00	\$ 48.00
<b>MBE Forms A &amp; B</b>	X	X	X	X	X	X
<b>Bid Bond Included</b>	X	X	X	X	X	X
<b>Addenda</b>	X	X	X	X	X	X

**SECTION 00300 - BID FORM**

**ORIGINAL**

(SUBMIT IN DUPLICATE ON BIDDER'S STATIONERY)

DATE: March 17, 2022

PROJECT TITLE: Forest Oak Middle School Roof Replacement

BID SUBMITTED BY: CitiRoof Corporation

REGISTERED MARYLAND CONTRACTOR NO.: 13112102

SUBMITTED TO: **The Board of Education of Montgomery County  
Division of Design and Construction  
45 West Gude Drive, Suite 4300  
Rockville, Maryland 20850**

**PART 1 - GENERAL**

- 1.1 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 Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- 1.2 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.
- 1.3 BIDDER hereby agrees to furnish all labor, materials, equipment and services required to erect and complete the facility in strict accordance with the Contract Documents for the following price:
- 1.4 BASE BID
- A. TOTAL BASE BID:  
Three Million, Three Hundred Thirty-Three  
Thousand, Six Hundred Eighty-Five Dollars (\$ 3,333,685 )

**ALTERNATES: Prices shall be clearly written. Anything other than a price shall be deemed "no cost to the Owner."**

- A. Cost of Alternate No. One — Kalwall Corporation Skylight System  
Two Hundred Seventy-Two Thousand,  
ADD One Hundred Dollars (\$ 272,100.00 )

**PART 2 UNIT PRICE**

**2.1 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 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. Contractor mark-up is to be applied per Article 7 of the General Conditions of the Contract for Construction, AIA Document A201 REV.DOC-2007 edition. 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 and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

- A. To remove and replace unsuitable decking material:
- B. Lightweight Concrete: \$ 40.00 Sq. ft.
- C. Metal Deck: \$ 20.00 Sq. ft.
- D. Wood Deck: \$ 20.00 Sq. ft.
- E. Tectum Deck: \$ 45.00 Sq. ft.

**PART 3 PROJECT CONSTRUCTION SCHEDULE AND LIQUIDATED DAMAGES**

- 1.5 The undersigned agrees to erect and complete Work in strict accordance with the Contract Documents and be substantially complete by not later than the date(s) set forth in the Construction Schedule prepared and amended by the Construction Manager. The Owner may retain the sum of Two Thousand Five Hundred Dollars (\$2,500) for each calendar day up to 30 days of delay beyond the completion date of each phase of the project as stipulated in the Contract and Five Thousand Dollars (\$5,000) a day for each calendar day thereafter, without limitation. If the project has a phased completion, the calculation of liquidated damages will begin again with each phase provided the previous phase has been completed.
- 1.6 BID BOND: BIDDER must include Bid Bond in the form set forth in the "Instructions to Bidders," Section 00200, and the Project Manual, and for not less than ten percent (10%) of the largest possible total of bids submitted.
- 1.7 The undersigned encloses herewith a Surety Bond in the form set forth in the "Instructions to Bidders," Section 00200, and the Project Manual.

**PART 4 - ACKNOWLEDGEMENTS**

- 4.1 Receipt of the following Addenda to the Drawings and Specifications is acknowledged:
  - A. Addendum No. 1 Dated 2/28/2022
  - B. Addendum No. 2 Dated 3/11/2022
  - C. Addendum No.      Dated
  - D. Addendum No.      Dated
- 3.2 Minority Business Enterprise forms included with the Bid Proposal:
  - A. Attachment A included: Yes
  - B. Attachment B included: Yes

**PART 5 - CONTRACT**

- 5.1 If the undersigned receives written notice of the acceptance, at his designated address, within sixty (60) 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) calendar days after receiving notice, or forfeit the amount of the Bid Bond.

---

**PART 6 - WARRANTY TO THE LUMP SUM**

- 6.1 The undersigned affirms that the above lump sum Base Bid 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.

**PART 7 - AFFIDAVIT**

- 7.1 Special Instructions: An authorized representative of the BIDDER shall complete the following affidavit and insert an answer to Paragraphs A, C, and E.

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

I, Rodney Baxter, being duly sworn, depose and certify:

- A. I am the President (officer) and duly authorized representative of the firm of the building construction organization named CitiRoof Corporation whose address is 9510 Berger Road Columbia, MD 21046 and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
- B. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing Contracts with any public bodies has:
1. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  2. been convicted under the laws of this State, another State, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private Contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  3. been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private Contract;
  4. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
  5. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or

6. been found civilly liable under an antitrust statute of this State, another State, or the United States for act or omissions in connection with the submission of bids or proposals for a public or private Contract.

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

(If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge. )

None  
(You may attach any explanation necessary.)

D. I affirm that this firm will not knowingly enter into a Contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases or real property, or construction.

E. I affirm that this proposal or bid to the Board of Education of Montgomery County is genuine and not collusive or a sham; that said BIDDER has not colluded, conspired, connived and agreed, directly or indirectly, with any BIDDER or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other BIDDER, or to fix any overhead, profit or cost element of said bid price, or that if any BIDDER, or to secure an advantage against the Board of Education of Montgomery County or any other person interested in the proposed Contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Montgomery County may terminate any Contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Montgomery County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the BIDDER named below.

WITNESS:

*Matthew Sauer*

Title: Administrative Assistant

SUBSCRIBED AND SWORN to before me on this 17th day of March, 2022.

NOTARY PUBLIC  
My Commission Expires:

*Eric Tenali*  
*8/12/24*



NOTE: Use one

1. If a corporation, give the state in which incorporated, using phrase, "corporation organized under the laws of the State of Maryland."
2. If a partnership, give names of partners, using also the phrase "Co-partners, trading and doing business under the firm name and style of ."
3. If an individual, use the phrase "doing business under the firm name of ."

Respectfully submitted,  
(COMPANY NAME OF BIDDER)

By *[Signature]*  
(Signature)

President  
(Official title)

CitiRoof Corporation  
(Company Name)

9510 Berger Road Columbia, MD 21046  
(Business Address)

410-381-3100  
(Phone)

rodney@citiroof.com  
(Contact email)

13112102  
(Contractor's Maryland Registration Number)

END OF SECTION 00300



Office of the Superintendent of Schools  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland

May 10, 2022

MEMORANDUM

To: Members of the Board of Education

From: Monifa B. McKnight, Interim Superintendent of Schools 

Subject: Award of Contract—Forest Oak Middle School Reroofing Project

WHEREAS, The following sealed bids were received on March 17, 2022, for the reroofing project at Forest Oak Middle School:

<u>Bidder</u>	<u>Amount</u>
Northeast Contracting Corporation, Lorton, Virginia	\$2,433,414
CitiRoof Corp., Columbia, Maryland	\$3,605,785
Cole Roofing Co., Inc., Baltimore, Maryland	\$3,799,000
Vatica Contracting, Inc., Hyattsville, Maryland	\$3,873,103
Interstate Corporation, Gaithersburg, Maryland	\$3,950,000
Orndorff & Spaid, Inc., Beltsville, Maryland	\$3,979,464

and

WHEREAS, The low bidder, Northeast Contracting Corporation, has asked to withdraw its bid due to an error; and

WHEREAS, State procurement regulations give vendors the right to withdraw bids if sufficient evidence is provided to demonstrate that a pricing error was made that would cause an unfair economic burden; and

WHEREAS, The low bidder has provided documentation to support an error in its bid; and

WHEREAS, The goal for Maryland Department of Transportation-certified Minority Business Enterprise participation established for this project was 12 percent; and

WHEREAS, The next low bidder, CitiRoof Corp., has submitted 12 percent women-owned Maryland Department of Transportation-certified Minority Business Enterprise participation; and

WHEREAS, CitiRoof Corp. successfully has completed similar work for Montgomery County Public Schools; now therefore be it

Resolved, That a \$3,605,785 contract be awarded to CitiRoof Corp. for the reroofing project at Forest Oak Middle School, in accordance with drawings and specifications prepared by the Department of Facilities Management.

MBM:ESD:SPA:lm

**APPROVAL OF CONTRACTS**

LEA: Montgomery County

**PSC No.** 15.245.22 SR

**Project Name:** North Bethesda Middle

**Bid Opening:** 3/29/22

**Project Type:** Systemic Renovation

**Scope of Work:** Roof Replacement

**Basis for Award of Contract:** Base bid.

**Basis of Funding:** 50% of eligible base bid.

**Local Funds:** \$2,588,000

**State Funds:** \$1,005,000

**Total Contract:** \$3,593,000

**State Contingency for Change Orders:** 0

<b>Transfer State Funds:</b>	<b>Account No.</b>	<b>Amount</b>
<b>Decrease Project Amount:</b>		<u>\$0</u>
<b>Increase Contingency Amount:</b>		<u>\$0</u>
<b>Decrease Contingency Amount:</b>		<u>\$0</u>
<b>Increase Project Amount:</b>		<u>\$0</u>

<b><u>Contract #</u></b>	<b><u>Contractor</u></b>	<b><u>Total Contract</u></b>
	Vatica Contracting, Inc.	<u>\$3,593,000</u>
		<b><u>\$3,593,000</u></b>

- Notes:** (1) Replace the 77,275 sf 1999 roof system.  
(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:**

---

**North Bethesda Middle School  
Roof Replacement**

<b>BIDDERS</b>	<b>CitiRoof Corporation</b>	<b>Cole Roofing Company, Inc.</b>	<b>Interstate Corporation</b>	<b>Orndorff &amp; Spaid, Inc.</b>	<b>Vatica Contracting, Inc.</b>	
<b>Base Bid</b>	\$ 5,653,637	\$ 3,899,000	\$ 4,050,000	\$ 4,823,965	\$ 3,593,000	
<b>Lightweight Concrete</b>	\$ 40.00	\$ 35.75	\$ 50.00	\$ 38.00	\$ 42.00	
<b>Metal Deck</b>	\$ 20.00	\$ 15.00	\$ 20.00	\$ 15.00	\$ 18.00	
<b>Wood Deck</b>	\$ 20.00	\$ 12.50	\$ 20.00	\$ 13.00	\$ 20.00	
<b>Tectum Deck</b>	\$ 45.00	\$ 28.25	\$ 75.00	\$ 38.00	\$ 48.00	
<b>MBE Forms A &amp; B</b>	X	X	X	X	X	
<b>Bid Bond Included</b>	X	X	X	X	X	
<b>Addenda</b>	X	X	X	X	X	

**SECTION 00300 - BID FORM**

(SUBMIT IN DUPLICATE ON BIDDER'S STATIONERY)

DATE: MARCH 29, 2022

PROJECT TITLE: North Bethesda Middle School Roof Replacement

BID SUBMITTED BY: MARCH 29, 2022

REGISTERED MARYLAND CONTRACTOR NO.: 16165374

SUBMITTED TO: **The Board of Education of Montgomery County  
Division of Design and Construction  
45 West Gude Drive, Suite 4300  
Rockville, Maryland 20850**

**PART 1 - GENERAL**

- 1.1 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 Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- 1.2 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.
- 1.3 BIDDER hereby agrees to furnish all labor, materials, equipment and services required to erect and complete the facility in strict accordance with the Contract Documents for the following price:
- 1.4 **BASE BID**
  - A. **TOTAL BASE BID:**  
  
Three Million Five Hundred Ninety-Three Thousand 00/100 Dollars (\$ 3,593,000.00 )

**ALTERNATES: Prices shall be clearly written. Anything other than a price shall be deemed "no cost to the Owner."**

**PART 2 UNIT PRICE**

**2.1 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 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. Contractor mark-up is to be applied per Article 7 of the General Conditions of the Contract for Construction, AIA Document A201 REV.DOC-2007 edition. 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 and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.**

- A. To remove and replace unsuitable decking material:
- B. Lightweight Concrete: \$ 42.00 Sq. ft.
- C. Metal Deck: \$ 18.00 Sq. ft.
- D. Wood Deck: \$ 20.00 Sq. ft.
- E. Tectum Deck: \$ 48.00 Sq. ft.

**PART 3 PROJECT CONSTRUCTION SCHEDULE AND LIQUIDATED DAMAGES**

- 1.5 The undersigned agrees to erect and complete Work in strict accordance with the Contract Documents and be substantially complete by not later than the date(s) set forth in the Construction Schedule prepared and amended by the Construction Manager. The Owner may retain the sum of Two Thousand Five Hundred Dollars (\$2,500) for each calendar day up to 30 days of delay beyond the completion date of each phase of the project as stipulated in the Contract and Five Thousand Dollars (\$5,000) a day for each calendar day thereafter, without limitation. If the project has a phased completion, the calculation of liquidated damages will begin again with each phase provided the previous phase has been completed.
- 1.6 BID BOND: BIDDER must include Bid Bond in the form set forth in the "Instructions to Bidders," Section 00200, and the Project Manual, and for not less than ten percent (10%) of the largest possible total of bids submitted.
- 1.7 The undersigned encloses herewith a Surety Bond in the form set forth in the "Instructions to Bidders," Section 00200, and the Project Manual.

**PART 4 - ACKNOWLEDGEMENTS**

- 4.1 Receipt of the following Addenda to the Drawings and Specifications is acknowledged:
  - A. Addendum No. 1 Dated 02/24/22
  - B. Addendum No. 2 Dated 03/16/22
  - C. Addendum No.      Dated
  - D. Addendum No.      Dated
- 3.2 Minority Business Enterprise forms included with the Bid Proposal:
  - A. Attachment A included:   X
  - B. Attachment B included:   X

**PART 5 - CONTRACT**

- 5.1 If the undersigned receives written notice of the acceptance, at his designated address, within sixty (60) 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) calendar days after receiving notice, or forfeit the amount of the Bid Bond.

---

**PART 6 - WARRANTY TO THE LUMP SUM**

- 6.1 The undersigned affirms that the above lump sum Base Bid 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.

**PART 7 - AFFIDAVIT**

- 7.1 Special Instructions: An authorized representative of the BIDDER shall complete the following affidavit and insert an answer to Paragraphs A, C, and E.

**STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION**

I, PETER PSAROMATIS, being duly sworn, depose and certify:

- A. I am the PRESIDENT (officer) and duly authorized representative of the firm of the building construction organization named VATICA CONTRACTING, INC. whose address is 4905 BUCHANAN STREET HYATTSVILLE MARYLAND 20781 and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
- B. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing Contracts with any public bodies has:
1. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
  2. been convicted under the laws of this State, another State, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private Contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
  3. been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private Contract;
  4. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
  5. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
  6. been found civilly liable under an antitrust statute of this State, another State, or the United States for act or omissions in connection with the submission of bids or proposals for a public or private Contract.
- C. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph

2 above is as follows:

(If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge. )

NONE

(You may attach any explanation necessary.)

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



**APPROVAL OF CONTRACTS**

LEA: Queen Anne's County  
Project Name: Kent Island Elementary  
Project Type: Systemic Renovation  
Scope of Work: Partial Roof Replacement  
Basis for Award of Contract: Base bid.  
Basis of Funding: 50% of eligible base bid.

PSC No. 17.007.20 SR  
Bid Opening: 5/4/22

Local Funds: \$757,495  
State Funds: \$312,000  
Total Contract: \$1,069,495

State Contingency for Change Orders: 0

Transfer State Funds:	Account No.	Amount
Decrease Project Amount:		<u>\$0</u>
Increase Contingency Amount:		<u>\$0</u>
Decrease Contingency Amount:		<u>\$0</u>
Increase Project Amount:		<u>\$0</u>

<u>Contract #</u>	<u>Contractor</u>	<u>Total Contract</u>
	Flynn Mid-Atlantic, LP	<u>\$1,069,495</u>
		<u><b>\$1,069,495</b></u>

Notes: (1) Replacement of 85,850 sf of standing seam metal and built-up roofing installed in 1999.  
(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:

---

**Partial Roof Replacement -  
Kent Island Elementary**

**BID OPENING:  
May 4, 2022**

Vendor Name	Base Bid
Ruff Roofing, Inc.	1,177,792 <sup>00</sup>
Dynamic General Contracting	1,850,000 <sup>00</sup>
Flynn Mid-Atlantic	1,069,495 <sup>00</sup>
Cole Roofing, Inc.	1,889,000 <sup>00</sup>
Apex Business	1,318,079 <sup>26</sup>
Island Contracting	1,910,000 <sup>00</sup>
Raintree Services	1,167,450 <sup>00</sup>

Construction Documents  
April 13, 2022

Kent Island Elementary School Roof Replacement  
HCM Project No. 221023.00

FORM OF PROPOSAL  
(SUBMIT IN DUPLICATE)

ROOF REPLACEMENT TO  
KENT ISLAND ELEMENTARY SCHOOL

DATE: 05/03/2022

From Bidder: (Enter All Information Requested):

Legal Name: Flynn Mid-Atlantic, LP

Mailing Address:  
7260 Parkway Dr

Hanover MD 21076

Street Address:  
7260 Parkway Dr

Hanover MD 21076

Telephone: (410-)636 - 3302

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

Contact Person Russ Schroeder

Contact Phone # 410-636-3302

Contact Fax # \_\_\_\_\_

Contact Email russell.schroeder@flynncompanies.com

Federal ID# 47-2296160

State of Maryland Contractor License

Number: 02805976

Expires: 4/30/22 ; renewal in the mail

\* recently moved; renewal was sent to old office. In transit to new office.

The undersigned, having visited and carefully examined the site and carefully examined the Bid Announcement and Bid Documents proposes to furnish all labor, specified materials, and specified equipment necessary to construct and properly complete all of the work required in strict accordance with the aforesaid documents using only the specified manufacturers' materials and within the Contract time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents for the Lump Sums as follows.

Owner:

Queen Anne's County Public Schools  
202 Chesterfield Avenue  
Centreville, MD 21617  
Tel: 410-758-2403

Architect:

Hord Coplan Macht, Inc.  
700 East Pratt Street  
Suite 1200  
Baltimore, MD 21202  
Tel: 410-837-7311  
Fax: 410-837-6530

Hord Coplan Macht, Inc.  
www.hcm2.com

Bid Form  
00 40 00 - 1

**BASE BID**

Complete installed cost for the Partial Roof Replacement to Kent Island Elementary School as indicated in the Drawings and Specifications:

\$ 1,069,495 \_\_\_\_\_

Please indicate below your bid amount in words:

one million, sixty nine thousand, four hundred and ninety five -- Dollars and /100

**INFORMATIONAL PRICING**

It is the intent of Queen Anne's County Public Schools to purchase the Garland materials via U.S. Communities and obtain a credit to the contract via change order for the cost of the materials. The material costs shall be included in you total base bid cost above.

Please indicate cost for the Garland Materials which will be the basis for the credit change order:

\$ - \$349,779 \_\_\_\_\_

**NON-COMPLETION PENALTY:**

The Owner may retain the sum of One Thousand Five Hundred Dollars (\$1,500) per calendar day in excess of the date of substantial completion of **schedule TBD**. Final completion includes issuance of Use and Occupancy Permit.

**ADDENDA:**

Receipt of the following Addenda is acknowledged:

Addendum No. 1 Dated 04/13/2022 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 2 Dated 04/26/2022 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**WARRANTY TO THE LUMP SUM**

The undersigned affirms that the above Base Bid and Alternates represent the entire Cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any increase in wage, scales, material prices, taxes, fasts, cost indexes or any other rate affecting the construction industry and/or this Project.

If the undersigned received written notice of the acceptance, at his designated address, within ninety (90) 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) days after receiving notice, or forfeit the amount of the Bid Bond.

**BIDDERS' ORGANIZATION (Strike out conditions that do not apply)**

- 1. A Partnership
- 2. A Joint Venture
- 3. A Corporation organized under the laws of the State of Maryland

SUBMITTAL CHECKLIST

The following checklist of items is to be included with the Bid Proposal Form and shall be completed by the Bidder:

- a. Y Bid Bond
- b. Y Contractor's Qualification Questionnaire
- c. Y Bidder's Affidavit
- d. Y MBE Utilization and Fair Solicitation Affidavit (Refer to Section 00 43 90, Attachment A)
- e. Y MBE Participation Schedule (Refer to Section 00 43 90, Attachment B)

SIGNATURE AND SEAL

Signature of:

x Rebecca Markwitz

Partner if the Bidder is a Partnership

x \_\_\_\_\_

Officer if the Bidder is a Corporation

x \_\_\_\_\_

Registered Maryland Contractor No. \_\_\_\_\_

SUBSCRIBED AND SWORN to before me on this 14<sup>th</sup> day of May, 2022

x Rebecca Markwitz

NOTARY PUBLIC

My Commission Expires: 08-21, 2024

END OF SECTION

Notes:

Field (structurally sloped tectum deck):

- + Mechanically Fasten Base Sheet
- + Type VI Felts (x2) in Hot Asphalt (added glaze coat; vapor barrier)
- + Base Layer of Insulation in Hot Asphalt
- + Adhere Top Layer of Insulation (Adhere in Hot Asphalt)
- + Crickets (Adhere in Hot Asphalt)
- + 1/2" Coverboard (Adhere in Garland Low Rise)
- + Garland Base Sheet (Garland Roll in Garlands Cold Process)
- + Garland Cap Sheet (Garland Roll in Garland Cold Process)
- + #7 Texas White Gravel (Adhere in Garland Cold Process)

Flashings:

- + Garland Base Sheet (Garland Roll in Garland Flashing Cold Process)
- + Garland Cap Sheet (Garland Roll in Garland Flashing Cold Process)
- + Garland Performance Coating, two coats (Garland Pyramic LO Coating)
- + All new Garland metal on perimeter cap metal, counterflashings, and roof to roof expansion joint caps.

Price Includes:

- \* MBE is included.
- \* Prevailing Wage Rates are included.
- \* Payment & Performance bond is included.
- \* Roof Drains replacement are included.
- \* Pavers are included per roof plan layout (A1.02)
- \* Through wall scuppers, conductor heads, and downspouts are included.
- \* Dumpsters are included.
- \* Price includes site repairs from Flynn machinery.
- \* Bid includes addendum #1 and #2.

Price Excludes:

- \* Price does not include material escalation on any Garland Material.
- \* Price does not include Garland freight escalation.
- \* Price does not include generic material escalation.
- \* Price does not include for lightning protection to be removed, reinstalled by licensed contractor.
- \* No metal wall panels included.

Generic Material Escalation:

- + 33,164

Lightning Protection (removed, reinstalled, and re-certified) by a licensed lightning protection contractor:

- + 26,500



# AIA Document A310™ – 2010

## Bid Bond

Bond No.: US-83-2223-0059-22-C

**CONTRACTOR:**

(Name, legal status and address)

FLYNN MID-ATLANTIC, LP  
7260 Parkway Drive  
Hanover, MD 21076

**SURETY:**

(Name, legal status and principal place of business)

ARGONAUT INSURANCE COMPANY  
P.O. Box 469011  
San Antonio, TX 78246

**OWNER:**

(Name, legal status and address)

QUEEN ANNE'S COUNTY PUBLIC SCHOOLS  
202 Chesterfield Avenue, Centreville, MD 21617

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

Kent Island Elementary School Partial Roof Replacement - 110 Elementary Way,  
Stevensville, MD 21666

Project Number, if any:

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of May, 2022

(Witness)

*[Handwritten Signature]*

(Witness)

FLYNN MID-ATLANTIC, LP

(Principal)

(Seal)

(Title)

ARGONAUT INSURANCE COMPANY

(Surety)

*[Handwritten Signature]*

(Title)

(Seal)

Sandra M. Nowak, Attorney in Fact

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**  
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Sandra M. Winsted, Susan A. Welsh, Judith A. Lucky-Eftimov, Sandra M. Nowak, Derek J. Elston, Christina L. Sandoval, Anna A. Formhals, Aerie Walton, Christopher P. Troha, Bartlomiej Siepierski, Jessica B. Dempsey, Samantha Chierici, Kristin L. Hannigan, Nicholas Pantazis, Rachel Fore, Roger Paraison, Jean Torres, Corinne Chapman, Nicholas Kertesz, Christopher T. Moser

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



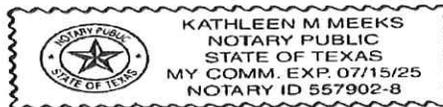
by:

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 2nd day of May 2022



Austin W. King, Secretary

**CONTRACTOR'S QUALIFICATION QUESTIONNAIRE  
FOR  
CONSTRUCTION OF PUBLIC SCHOOLS  
FOR  
QUEEN ANNE'S COUNTY PUBLIC SCHOOLS**

**IMPORTANT**

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking Construction Work under the jurisdiction of Queen Anne's County Public Schools

**1. General**

a. Legal Title, Address of Organization, Maryland License Number, Date of Issuance

Flynn Mid-Atlantic, LP

7260 Parkway Dr, Hanover MD 21076

02606425

05/12/2020

b. Maryland Representative's Name, Title and Address

Russ Schroeder, Sr Estimator, 7260 Parkway Dr Hanover MD 21076

Steve Pasciuto, Branch Manager, 7260 Parkway Dr Hanover MD 21076

c. Check one: Corporation \_\_\_\_\_ Partnership x

d. If organization/ firm is a corporation provide the following:

Capital Paid in Cash \$ NA Date of Incorporation \_\_\_\_\_

State of Incorporation NA

Name & Title of Principal Officers

Date Position Assumed

NA

NA

NA

NA

e. If organization/ firm is a Partnership provide the following:

Date of Organization 1/1/15 Nature of Partnership (General, Limited Liability, etc.....)

Names and addresses of Partners	Years with firm
<u>Sharon Sovak - VP Integration</u>	<u>30+</u>
_____	_____
_____	_____

f. Provide name and date about any construction projects you have failed to complete (use separate sheet of paper if necessary)

NA

g. Has your organization ever been party to any criminal and/or civil litigation as a result of construction methods, costs, or non-compliance/breach/attempted breach of laws/procedures of the State of Maryland? NA If yes, -explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

h. List the value of total assets of organization/ firm \$ 390,637,928.79

i. List the value of all construction equipment fully owned by your organization/ Firm)

\$ 233,629,594.44

j. List the value of total liabilities of organization/ firm \$ 87,577,073.04

k. List the total contract value of work accomplished by your organization/ Firm in each of the last three (3) calendar years <sup>74</sup>\$ 008,920 <sup>763,44</sup>\$ 765 <sup>705,50</sup>\$ 429

l. List the contract value of work presently being accomplished by, or pending award to your organization/ firm \$ 716,571,309 Date 1/31/2021

m. List the value of any judgments or liens outstanding against your organization/ Firm)

\$ none

n. Has any Bonding Company ever refused to write your firm a bond for any construction project or work? No If so, please explain \_\_\_\_\_

\_\_\_\_\_

o. List the maximum value of contract work for which your firm can obtain bid and payment/ performance bonds \$ 1,000,000,000

p. Name of current Bonding Company Argo Surety Group c/o Aon Risk Services Central, Inc

q. Has your firm ever had a contract terminated by an Owner? No

r. If your firm has had a contract terminated, please provide details of termination.

Flynn Mid-Atlantic had a contract terminated

**II. Experience**

a. Indicate type of contracting undertaken by your organization and years' experience.

General _____	# Years _____	Type <u>Roofing - 6 years</u>	# Years _____
Construction Manager _____	# Years _____	Type <u>Membrane Roofing - 6 years</u>	# Years _____
Design/Build _____	# Years _____	Type <u>Sheet Metal - 6 years</u>	# Years _____
Prime Trade _____	# Years _____	Type <u>Metal Panels - 6 years</u>	# Years _____
Subcontract _____	# Years _____	Type _____	# Years _____

b. State construction experience of principal members of your organization/firm:

Name/Title	Years Experience	Type of Work (Commercial, Schools, etc.)	Capacity (PM, Foreman, etc.)
------------	------------------	--	------------------------------

Roofing - 6 Years under current name & 40 years as Flynn Group of Companies

Membrane Roofing - 6 Years under current name & 40 years as Flynn Group of Companies

Sheet Metal - 6 Years under current name & 40 years as Flynn Group of Companies

Metal Panels - 6 Years under current name & 40 years as Flynn Group of Companies

c. List any special qualifications of firm members (Registered Engineer, Surveyor, Plumber, Electrician, etc.) (Use extension sheet if necessary)

Steve Pasciuto - Branch Manager - 25 Years Experience

Lee Brandt - Sr Project Manager - 25 Years Experience

Antonio Miranda - Superintendent - 22 Years Experience

d. List at least (3) principal projects completed by your firm in the past (5) years which demonstrate similar size, complexity and schedule time frames to the proposed project:

Project Name	Your Firm's Role	Contract \$	Year	Owner's Name & Phone
--------------	------------------	-------------	------	----------------------

Col Richardson HS ; Roof Replacement ; \$1,955,672 - 2017 - Caroline CPS - 410-479-1460

Ingleside at King Farm ; TPO Fully AD ; \$1,974,663 - 2019 - Whiting Turner Construction - 202-870-7857

Becton Dickinson ; Roof Replacement ; \$1,518,584 - 2019 - Becton Dickinson - 215-646-7740

(Attach additional sheets as may be required).

e. If your firm has acted as a GC, CM or a prime trade contractor, list some sub-contractors, in various fields, who have worked for you.

NA

f. If your firm has acted as a sub-contractor/ trade contractor, list some GC's and/or CM's that your firm has worked for.

Lockhead Martin, Manhattan Construction Co., Whiting Turner

g. What is the dollar value of the largest project accomplished by your organization/ firm to date?

\$ 4,332,404

h. Maximum value of contract work that you prefer to undertake on an annual basis?

\$ 20,000,000

i. Is your organization/ firm licensed in the State of Maryland for the current year? Yes

The above statements are certified to be true, correct, and accurate.

Dated this 13th day of April, 2024.

Russell Schroeder

(Signature)

Russell Schroeder

(Print Name)

**BIDDERS AFFIDAVIT**

BIDDER MUST SIGN THIS DOCUMENT AND RETURN TO BOARD OF EDUCATION IN THE SAME SEALED ENVELOPE CONTAINING THE BID FORM AND OTHER PERTINENT BID INFORMATION.

I HEREBY CERTIFY THAT I am (Title) Russell Schroeder  
and the duly authorized representative of the firm of Flynn Mid-Atlantic, LP  
whose address is 7260 Parkway Drive, Hanover MD 21076  
and that I possess the legal authority to make these testimonies on behalf of myself and the firm for which I am acting.

**NON-COLLUSION CERTIFICATION**

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the bid price, or price proposal of the bidder, or offer or herein, or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

**ANTI-BRIBERY AFFIDAVIT**

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 of 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 an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 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.

**CIVIL RIGHTS COMPLIANCE**

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

5/3/2022

Date

Russell Schroeder

Signature

Printed or Typed Name

**APPROVAL OF CONTRACTS**

LEA: Queen Anne's County

**PSC No.** 17.021.22 SR

**Project Name:** Bayside Elementary

**Bid Opening:** 5/4/22

**Project Type:** Systemic Renovation

**Scope of Work:** Partial Roof Replacement

**Basis for Award of Contract:** Base bid.

**Basis of Funding:** 51% of eligible base bid.

**Local Funds:** \$808,450

**State Funds:** \$248,000

**Total Contract:** \$1,056,450

**State Contingency for Change Orders:** 0

<b>Transfer State Funds:</b>	<b>Account No.</b>	<b>Amount</b>
<b>Decrease Project Amount:</b>		<u>\$0</u>
<b>Increase Contingency Amount:</b>		<u>\$0</u>
<b>Decrease Contingency Amount:</b>		<u>\$0</u>
<b>Increase Project Amount:</b>		<u>\$0</u>

<b><u>Contract #</u></b>	<b><u>Contractor</u></b>	<b><u>Total Contract</u></b>
	Raintree Services	<u>\$1,056,450</u>
		<b><u>\$1,056,450</u></b>

**Notes:** (1) Replacement of 23,315 sf of standing seam metal roofing installed in 1958.  
 (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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**Partial Roof Replacement -  
Bayside Elementary**

BID OPENING:  
May 4, 2022

Vendor Name	Base Bid
Cole Roofing Co.	1,239,000 <sup>00</sup>
Patuxent Roofing	1,119,346 <sup>00</sup>
Dynamic General Contract.	1,485,000 <sup>00</sup>
Apex Business Solutions	1,200,963 <sup>56</sup>
Island Contracting, Inc.	1,320,000 <sup>00</sup>
Raintree Services	1,056,450 <sup>00</sup>

1,200,963<sup>56</sup>

Addendum #1  
April 13, 2022

Bayside Elementary School Roof Replacement  
HCM Project No. 221024.00

FORM OF PROPOSAL  
(SUBMIT IN DUPLICATE)

ROOF REPLACEMENT TO  
BAYSIDE ELEMENTARY SCHOOL

DATE: May 2, 2022

From Bidder: (Enter All Information Requested):

Legal Name: Raintree Services, Inc.

Mailing Address:

115 S. Main Street

Jacobus, PA 17407

\*Note: Additional branch offices in Upper Marlboro, MD  
and Salisbury, MD

Street Address:

115 S. Main Street

Jacobus, PA 17407

Telephone: (717) 717-428-6417

Fax: (717) 717-428-6429

Contact Person Mitch Sterner

Contact Phone # 717-650-4051

Contact Fax # 717-428-6429

Contact Email mitch@raintreeservices.com

Federal ID# 45-5183744

State of Maryland Contractor License

Number: 30875138

Expires: April 30, 2022

\*Note: Renewal approved

Owner:

Queen Anne's County Public Schools  
202 Chesterfield Avenue  
Centreville, MD 21617  
Tel: 410-758-2403

Architect:

Hord Coplan Macht, Inc.  
700 East Pratt Street  
Suite 1200  
Baltimore, MD 21202  
Tel: 410-837-7311  
Fax: 410-837-6530

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The undersigned, having visited and carefully examined the site and carefully examined the Bid Announcement and Bid Documents proposes to furnish all labor, specified materials, and specified equipment necessary to construct and properly complete all of the work required in strict accordance with the aforesaid documents using only the specified manufacturers' materials and within the Contract time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents for the Lump Sums as follows.

Hord Coplan Macht, Inc.  
www.hcm2.com

Bid Form  
00 40 00 - 1

**BASE BID**

Complete installed cost for the Partial Roof Replacement to Bayside Elementary School as indicated in the Drawings and Specifications:

\$ 1,056,450.00

Please indicate below your bid amount in words:

One Million Fifty Six Thousand Four Hundred Fifty -- Dollars and 00 /100

**UNIT PRICE SCHEDULE:**

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.

Item No.	Description	Unit	Price
1.	Wood Nailer/Blocking	L.F.	\$ 5.00
2.	Metal Deck Replacement	S.F.	\$ 9.00
3.	Plywood Sheathing Replacement	S.F.	\$ 7.00

**NON-COMPLETION PENALTY:**

The Owner may retain the sum of One Thousand Five Hundred Dollars (\$1,500) per calendar day in excess of the date of substantial completion of **schedule TBD**. Final completion includes issuance of Use and Occupancy Permit.

**ADDENDA:**

Receipt of the following Addenda is acknowledged:

Addendum No. 1 Dated 4/13/2022 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 2 Dated 4/26/2022 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**WARRANTY TO THE LUMP SUM**

The undersigned affirms that the above Base Bid and Alternates represent the entire Cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any increase in wage, scales, material prices, taxes, fasts, cost indexes or any other rate affecting the construction industry and/or this Project.

If the undersigned received written notice of the acceptance, at his designated address, within ninety (90) 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) days after receiving notice, or forfeit the amount of the Bid Bond.

BIDDERS' ORGANIZATION (Strike out conditions that do not apply)

- ~~1. A Partnership~~
- ~~2. A Joint Venture~~
- 3. A Corporation organized under the laws of the State of ~~Maryland~~ Pennsylvania

SUBMITTAL CHECKLIST

The following checklist of items is to be included with the Bid Proposal Form and shall be completed by the Bidder:

- a.  X  Bid Bond
- b.  X  Contractor's Qualification Questionnaire
- c.  X  Bidder's Affidavit
- d.  X  MBE Utilization and Fair Solicitation Affidavit (Refer to Section 00 43 90, Attachment A)
- e.  X  MBE Participation Schedule (Refer to Section 00 43 90, Attachment B)

SIGNATURE AND SEAL

Signature of:

X \_\_\_\_\_

Partner if the Bidder is a Partnership

X \_\_\_\_\_

Officer if the Bidder is a Corporation

X  Mitch Steiner

Registered Maryland Contractor No.  30875138

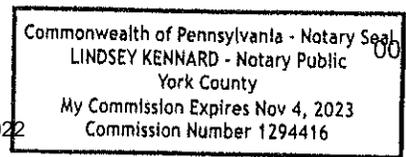
SUBSCRIBED AND SWORN to before me on this  2nd  day of  May , 20 22 .

X  [Signature]

NOTARY PUBLIC

My Commission Expires:  11/04/2023 , 20 .

END OF SECTION



**ADDENDUM 1 TO THE BID DOCUMENTS**

Amendment Date: **April 13, 2022**

**BID DOCUMENT NUMBER 1011-1- Bayside Elementary School Partial Roof Replacement**

**A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BIDS.**

**B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.**

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

I. Attendance at the pre-bid conference / see attached.

II. Procurement of Materials:

- No substitutions will be considered prior to the receipt of bids. The Contract Award will be made solely on the basis of design for the Base Bid. IMETCO is the basis of design.

III. Bidder Questions and Queen Anne's County Public Schools Answers:

Questions / Answers:

1. **Does the existing roof get torn off?** No, the existing roof system is to stay in place. A new lightweight framing system (sub girt system) and new metal standing seam installed throughout the entire roof system. Roof Hugger or approved equivalent is the acceptable manufacture of the lightweight framing system. (See revised scope of work)
2. **Does the interior gutter get replaced?** No, the interior gutter will be encapsulated with new metal standing seam. A complete new exterior gutter will be installed around the entire perimeter of the roof system. Locate new downspouts in quantities and locations based on existing conditions and as directed by Owner.
3. **What gauge hat channel/framing system is to be used?** 16 gauge framing system is required.

IV. Please utilize the attached revised Bid Form and note Unit Price Section added.

IV. Attached to this addendum are revised drawing sheets A1.01; A1.02; A1.04.

**Bayside Elementary School**  
**Addendum 1**

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BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW  
AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name Raintree Services, Inc.

Contact Person Mitch Sterner, Vice President

Signature *Mitch Sterner*

Date May 2, 2022

**Peter Winebrenner**  
**Hord Coplan Macht - Architect**

**ADDENDUM 2 TO THE BID DOCUMENTS**  
Amendment Date: **April 26, 2022**

**BID DOCUMENT NUMBER 2022-05 - Bayside Elementary School – Partial Roof Replacement**

**A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence. BIDDERS MUST SIGN THE AMENDMENT AND SUBMIT IT WITH THEIR BIDS.**

**B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Amendment. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.**

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

- I. Invitation to Bid:
  - a. Revise bid deadline to read **“The bids must be submitted no later than 2:00 PM on May 4, 2022 to: ...”**
  - b. Revise line below Board of Education address block to read: **“Bids received after 2:00 PM will not be accepted or considered.”**

**BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:**

Company Name Raintree Services, Inc.

Contact Person Mitch Sterner

Signature *Mitch Sterner*

Date May 2, 2022

**Eric W. Shore, AIA**  
**Hord Coplan Macht - Architect**



Conforms with The American Institute of Architects,  
A.I.A. Document A310 (2010 Edition)

**Bid Bond**

CONTRACTOR:  
*(Name, legal status and address)*

Raintree Services, Inc.  
115 South Main Street  
Jacobus, PA 17407

SURETY:  
*(Name, legal status and principal place  
of business)*

Old Republic Surety Company  
P.O. Box 1635  
Milwaukee, WI 53201

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

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

OWNER:  
*(Name, legal status and address)*

The Board of Education of Queen Anne's County  
202 Chesterfield Ave.  
Centreville, MD 21617

BOND AMOUNT: Five Percent (5%) of the Total Amount Bid

PROJECT:  
*(Name, location or address, and Project number, if any)*

Project # 2022-05 ; PSC# 17.021.19  
Bayside Elementary School Partial Roof Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of May, 2022

*Mitch Stern*  
*(Witness)*

*[Signature]*  
*(Witness)*

Raintree Services, Inc.  
*(Principal)* *[Signature]* *(Seal)*  
*(Title)*

Old Republic Surety Company  
*(Surety)* *[Signature]* *(Seal)*  
*(Title)* (Attorney-in-Fact) Mark M. Duckett



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: G. GREG GUNN, THEODORE W. MOWERY, MARK M. DUCKETT, JOANNA TUBBS, JOHN J. RICHARDSON, MICHELLE PLEMPPEL, ANGELA S. MACKKEY of CAMP HILL, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIFTEEN MILLION (\$15,000,000 ) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6th day of January, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 6th day of January, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

60-6500



Signed and sealed at the City of Brookfield, WI this 4th day of May, 2022.

ORSC 22262 (3-06)

Karen J. Haffner
Assistant Secretary

GUNN-MOWERY, LLC

**CONTRACTOR'S QUALIFICATION QUESTIONNAIRE  
FOR  
CONSTRUCTION OF PUBLIC SCHOOLS  
FOR  
QUEEN ANNE'S COUNTY PUBLIC SCHOOLS**

**IMPORTANT**

This questionnaire is intended as a basis for establishing the qualifications of Contractors for undertaking Construction Work under the jurisdiction of Queen Anne's County Public Schools

**1. General**

a. Legal Title, Address of Organization, Maryland License Number, Date of Issuance

Raintree Services, Inc.

115 S. Main Street

Jacobus, PA 17407

State of Maryland Contractor License 30875138, expiration 4/30/2022

\*Note: Renewal approved

b. Maryland Representative's Name, Title and Address

Mitch Sterner, Vice President

8039 Penn Randall Place, Suite A, Upper Marlboro, MD 20772

c. Check one: Corporation X Partnership \_\_\_\_\_

d. If organization/ firm is a corporation provide the following:

Capital Paid in Cash \$ N/A Date of Incorporation April 2012

State of Incorporation Pennsylvania

Name & Title of Principal Officers	Date Position Assumed
<u>Scott lerley, President</u>	<u>April 2012</u>
<u>Mitch Sterner, Vice President</u>	<u>April 2012</u>
<u>Justin Milesky, Vice President</u>	<u>April 2012</u>
_____	_____

e. If organization/ firm is a Partnership provide the following:

Date of Organization \_\_\_\_\_ Nature of Partnership (General, Limited Liability, etc.....)

\_\_\_\_\_

Names and addresses of Partners

Years with firm

_____	_____
_____	_____
_____	_____

- f. Provide name and date about any construction projects you have failed to complete (use separate sheet of paper if necessary)  
Not Applicable
- g. Has your organization ever been party to any criminal and/or civil litigation as a result of construction methods, costs, or non-compliance/breach/attempted breach of laws/procedures of the State of Maryland? No If yes, -explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- h. List the value of total assets of organization/ firm \$ \*Financial Statements available for review in our Corporate Office
- i. List the value of all construction equipment fully owned by your organization/ Firm)  
\$ \*Financial Statements available for review in our Corporate Office
- j. List the value of total liabilities of organization/ firm \$ \*Financial Statements available for review in our Corporate Office
- k. List the total contract value of work accomplished by your organization/ Firm in each of the last three (3) calendar years. \$ 7.5M, \$ 5.6M, \$ 7.7M
- l. List the contract value of work presently being accomplished by, or pending award to your organization/ firm \$ 1.3M Date May 2, 2022
- m. List the value of any judgments or liens outstanding against your organization/ Firm)  
\$ Not Applicable
- n. Has any Bonding Company ever refused to write your firm a bond for any construction project or work? No If so, please explain \_\_\_\_\_  
\_\_\_\_\_
- o. List the maximum value of contract work for which your firm can obtain bid and payment/ performance bonds \$ \$ 3.0M Single/\$5.0M Aggregate
- p. Name of current Bonding Company Old Republic Surety Company
- q. Has your firm ever had a contract terminated by an Owner? No

r. If your firm has had a contract terminated, please provide details of termination.

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**II. Experience**

a. Indicate type of contracting undertaken by your organization and years' experience.

General _____	# Years _____	Type _____	# Years _____
Construction Manager _____	# Years _____	Type _____	# Years _____
Design/Build _____	# Years _____	Type _____	# Years _____
Prime Trade _____	11 # Years _____	Type Roofing _____	11 # Years _____
Subcontract _____	# Years _____	Type _____	# Years _____

b. State construction experience of principal members of your organization/firm:

Name/Title	Years Experience	Type of Work (Commercial, Schools, etc.)	Capacity (PM, Foreman, etc.)
Scott lerley, President	42	Commercial Roofing & S/M	Foreman, PM, VP, Pres.
Mitch Sterner, Vice President	22	Commercial Roofing & S/M	PM, GM, VP
Justin Milesky, Vice President	17	Commercial Roofing & S/M	Service Manager, VP

c. List any special qualifications of firm members (Registered Engineer, Surveyor, Plumber, Electrician, etc.) (Use extension sheet if necessary)

Not Applicable

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d. List at least (3) principal projects completed by your firm in the past (5) years which demonstrate similar size, complexity and schedule time frames to the proposed project:

Project Name	Your Firm's Role	Contract \$	Year	Owner's Name & Phone
*See attachments				

(Attach additional sheets as may be required).

e. If your firm has acted as a GC, CM or a prime trade contractor, list some sub-contractors, in various fields, who have worked for you.

Plumbing, Masonry, Lightning Protection

f. If your firm has acted as a sub-contractor/ trade contractor, list some GC's and/or CM's that your firm has worked for.

Stewart & Tate, Kinsley, Hitt Contracting, TMG

g. What is the dollar value of the largest project accomplished by your organization/ firm to date?

\$ 1,740,000.00+

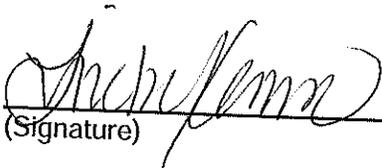
h. Maximum value of contract work that you prefer to undertake on an annual basis?

\$ 10,000,000.00

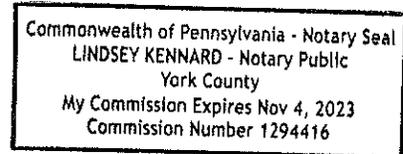
i. Is your organization/ firm licensed in the State of Maryland for the current year? Yes

The above statements are certified to be true, correct, and accurate.

Dated this 2nd day of May, 20 22.

  
(Signature)

Lindsey Kennard  
(Print Name)





Every Detail Matters

May 2, 2022

Re: Partial Project Reference List

The following partial project list is submitted for your use as requested:

1. Pemberton Elementary School  
1300 Pemberton Drive  
Salisbury, MD 21801

Contract Value: \$ 407,100.69

Project Duration: 60 Calendar Days

Project Contacts: Mr. Todd Holtzner  
Garland Territory Manager  
Phone # 410-598-7998

Project Contacts: Mr. Mike Brogan  
Construction Systems Group, Inc.  
Phone # 703-398-4841

Project Contacts: Lincoln Meade  
WCBOE Planning and Construction  
Phone # 443-235-3667

2. Glen Avenue Elementary School  
1615 Glen Avenue Ext  
Salisbury, MD 21804

Contract Value: \$ 1,293,020.10

Project Duration: 75 Calendar Days

Project Contacts: Mr. Todd Holtzner  
Garland Territory Manager  
Phone # 410-598-7998



Every Detail Matters

Project Contacts: Mr. Mike Brogan  
Construction Systems Group, Inc.  
Phone # 703-398-4841

Project Contacts: Neal Simpson  
WCBOE Planning and Construction  
Phone # 410-726-2766

3. Skyline House Condominiums  
3713 S. George Mason Drive  
Falls Church, VA 22401

Contract Value: \$ 1,740,896.00

Project Duration: 180 Calendar Days

Project Contacts: Mr. Ben Drake  
Garland Territory Manager  
Phone # 614-537-3903

Project Contacts: Mr. Greg Grimm  
Operations Manager  
Phone # 703-477-3656

Completion Date: February 2018

4. University of Maryland  
South Campus Dining Hall  
College Park, MD 20742

Contract Value: \$ 280,310.00

Project Duration: 60 Calendar Days

Project Contacts: Mr. Drew Pucci  
Contract Supervisor

Phone # 301-405-7348



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Completion Date: February 2018

5. Prologis – Chambersburg, PA  
1490 Nitterhouse Drive  
Chambersburg, PA 17201

Contract Value: \$ 1,090,821.00

Project Duration: 120 Calendar Days

Project Contacts: Mr. Chris Watts  
Roof Management, LLC  
1383 Columbus Avenue  
Marysville, OH 43040  
Phone # 937-642-7311

Completion Date: December 2017

6. Shenandoah Valley Electric Cooperative  
3463 Valley Pike  
Winchester, VA 22602

Contract Value: \$ 749,420.00

Project Duration: 90 Calendar Days

Project Contacts: Mr. Ben Drake  
Garland Territory Manager  
Phone # 614-537-3903

Project Contacts: Mr. Scott Boyd  
Line Superintendent  
Phone # 540-450-2051

Completion Date: August 2017

7. Susquehannock High School  
3280 Fissels Church Road  
Glen Rock, PA 17327



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Contract Value: \$ 522,480.00

Project Duration: 75 Calendar Days

Project Contacts: Mr. Randy Buffington  
Director of Operations  
Southern York County School District  
Phone # 717-235-4811, ext. 7281

Completion Date: August 2017

8. BGE Westminster Service Center  
1800 Old Westminster Pike  
Finksburg, MD 21048

Contract Value: \$ 260,706.00

Project Duration: 90 Calendar Days

Project Contacts: Mr. Todd Holtzner  
Garland Territory Manager  
Phone # 410-598-7998

Completion Date: February 2018

9. Jennifer Square Shopping Center  
163 Jennifer Road  
Annapolis, MD 21401

Contract Value: \$ 127,720.00

Project Duration: 30 Calendar Days

Project Contacts: Mr. Cris Bodine  
Short Hill Consulting, Inc.  
Phone # 703-471-3939

Completion Date: June 2017



Every Detail Matters

10. Washington College – Cain Athletic Center  
300 East Washington Avenue  
Chestertown, MD 21620

Contract Value: \$ 357,180.00

Project Duration: 75 Calendar Days

Project Contacts: Mr. Todd Holtzner  
Garland Territory Manager  
Phone # 410-598-7998

Project Contacts: Ms. Valerie Richard  
Director of Physical Plant  
Phone # 410-778-7232

Completion Date: May 2017

11. Johnson-Williams Middle School  
Sections A, B, C, D, E, G and L  
200 Swan Avenue  
Berryville, VA 22611

Contract Value: \$ 310,240.00

Project Duration: 60 Calendar Days

Project Contacts: Mr. Cris Bodine  
Short Hill Consulting, Inc.  
Phone # 703-471-3939

Project Contacts: Mr. Mike Legge  
Purchasing Manager  
Phone # 540-955-5148

Completion Date: August 2016



Every Detail Matters

12. Stafford County Courthouse and Government Center  
1300 Courthouse Road  
Stafford, VA 22554

Contract Value: \$ 500,000.00+

Project Duration: 90 Calendar Days

Project Contacts: Mr. Ben Drake  
Garland Territory Manager  
Phone # 614-537-3903

Project Contacts: Mr. Travis Sullivan  
Facilities Operations Manager  
Phone # 540-658-4955

Completion Dates: 2013 – Current (Multiple projects at Administration Building,  
Courthouse, and Additional County Buildings)

Submitted by:

A handwritten signature in black ink that reads "Mitch Sterner". The signature is written in a cursive style and is positioned above a horizontal line.

Mitch Sterner  
Vice President

**BIDDERS AFFIDAVIT**

BIDDER MUST SIGN THIS DOCUMENT AND RETURN TO BOARD OF EDUCATION IN THE SAME SEALED ENVELOPE CONTAINING THE BID FORM AND OTHER PERTINENT BID INFORMATION.

I HEREBY CERTIFY THAT I am (Title) Vice President  
and the duly authorized representative of the firm of Raintree Services, Inc.  
whose address is 115 S. Main Street, Jacobus, PA 17407  
and that I possess the legal authority to make these testimonies on behalf of myself and the firm for which I am acting.

**NON-COLLUSION CERTIFICATION**

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the bid price, or price proposal of the bidder, or offer or herein, or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

**ANTI-BRIBERY AFFIDAVIT**

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 of 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 an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 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.

**CIVIL RIGHTS COMPLIANCE**

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

May 2, 2022  
Date

  
Signature  
Mitch Sterner, Vice President  
Printed or Typed Name



## Item 1C. Approval of Revisions to Previously Approved Contracts

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### **Motion:**

To approve the revisions to previously approved contract awards as presented to accurately reflect the adjustments to the State and local participation in the contract amounts and/or corrections to allocation project allocation information.

### **Background Information:**

March 10, 2022; June 8, 2022 - Contract Awards

Cecil County - Bohemia Manor Middle/High

PSC 07.027.22 SR

Project Type: Systemic Renovation - Chiller/Cooling Tower

Change State funds from \$383,610 to \$383,310

Change Local funds from \$199,670 to \$199,970

July 8, 2021 - Approval of Contracts

Somerset County - Greenwood Elementary

PSC 19.014.22 SR

Project Type: Systemic Renovation - Building Envelope

Change State funds from \$647,237 to \$764,474

Change Local funds from \$117,237 to \$0

Note: Increase in State funding due to adjusted FY 2022 CIP funding approved at February 10, 2022 IAC Meeting

July 8, 2021 - Approval of Contracts

Anne Arundel - Quarterfield ES

PSC 02.078

Project Type: Construction - Replacement

Change State funds from \$2,288,226 to \$14,142,000

Change Local funds from \$31,972,113 to \$20,118,339

Note: Increase in State funding due to balance of allocation provided in the FY 2023 CIP

December 16, 2021 - Approval of Contracts

Calvert - Beach ES

PSC 04.011

Project Type: Construction - Replacement

Change State funds from \$10,666,000 to \$14,855,000

Change Local funds from \$21,084,095 to \$16,895,095

Note: Increase in State funding due to balance of allocation provided in the FY 2023 CIP

June 13, 2019; August 20, 2020; July 8, 2021 - Approval of Contracts

Charles - Eva Turner Elementary

PSC 08.019

Project Type: Construction - Renovation

Change State funds from \$8,179,686 to \$10,780,000

Change Local funds from \$14,612,857 to \$12,012,543

Note: Increase in State funding due to balance of allocation provided in the FY 2023 CIP

September 10, 2020; July 8, 2021 - Approval of Contracts

Howard - New #13 High

PSC 13.090

Project Type: Construction - New

Change State funds from \$43,000,000 to \$52,310,874

Change Local funds from \$55,396,115 to \$46,085,241

Note: Increase in State funding due to balance of allocation provided in the FY 2023 CIP

September 9, 2021 - Approval of Contracts

Montgomery - John F. Kennedy High

PSC 15.172

Project Type: Construction - Addition - Renovation

Change State funds from \$1,886,300 to \$4,471,000

Change Local funds from \$18,130,700 to \$15,546,000

Note: Increase in State funding due to balance of allocation provided in the FY 2023 CIP

## Item 1D. Project Closeouts

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### **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.



**INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION (IAC)**  
**PUBLIC SCHOOL CONSTRUCTION PROGRAM**  
**REPORT OF ACTIVE STATE CIP PROJECTS FOR CLOSEOUT**  
 As of October 31, 2022

PROJECT NAME PSC - #PID	PROJECT TYPE	CIP YEAR(S) IAC DATE	ALLOCATION	CONTINGENCY	CONTRACTED/ % CONTRACTED	EXPENDITURES/ % EXPENDED	UNCONTRACTED ALLOCATION	UNEXPENDED CONTRACT	DATE OF LAST CONTRACT ACTION	# OF MONTHS SINCE DATE OF LAST EXPENDITURE	PROJECT STATUS
<b>Anne Arundel County</b>											
George T. Cromwell Elementary - C-Renovation-Addition 02.063.2014/2017EGRC/2018/2019/2019EGRC/2020/2020E GRC -#9,885		2018 LP 2018, 2019, 2020 07/2017	\$5,592,000	\$0	\$5,592,000 100%	\$5,592,000 100%	\$-	\$-	08/2019	03/2020	31 ●●●●
										<b>◆ IAC received Form 306.6 Closeout summary on 09/29/22, pending staff action.</b>	
<b>1 Active Projects</b>		<b>Anne Arundel County Total</b>	<b>\$5,592,000</b>	<b>\$0</b>	<b>\$5,592,000</b>	<b>\$5,592,000</b>	<b>\$0</b>	<b>\$0</b>	<b>1 Projects ready to Close</b>		

**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.



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<b>Baltimore County</b>											
Patapsco High and Center for the Arts - C-Limited Renovation 03.145.2019/2019EGRC/2020/2020EGRC -#9,889		2018 LP 2019, 2020 07/2018	\$15,231,774	\$0	\$15,231,774 100%	\$15,231,774 100%	\$-	\$-	08/2019	11/2020	23 ●●●●
<i>◆ IAC received Form 306.6 Closeout summary on 10/17/22, pending staff action.</i>											
Victory Villa Elementary - C-Replacement 03.057.2015/2017/2017EGRC/2018/2018EGRC/2019 -#9,694		2017 LP 2017, 2018, 2019 07/2016	\$12,454,434	\$0	\$12,454,434 100%	\$12,454,434 100%	\$-	\$-	08/2018	03/2019	43 ●●●●
<i>◆ IAC received Form 306.6 Closeout summary on 09/29/22, pending staff action.</i>											
<b>2 Active Projects</b>		<b>Baltimore County Total</b>	<b>\$27,686,208</b>	<b>\$0</b>	<b>\$27,686,208</b>	<b>\$27,686,208</b>	<b>\$0</b>	<b>\$0</b>			<b>2 Projects ready to Close</b>

**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.



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<b>Carroll County</b>											
Cranberry Station Elementary - SR-Roof 06.046.2011/2020 -#10,082		2020 07/2019	\$826,036	\$0	\$826,036 100%	\$826,036 100%	\$-	\$-	06/2020	10/2020	24 ●●●●
<i>◆ IAC received Form 306.6 Closeout summary on 09/26/22, pending staff action.</i>											
Westminster High - C-Science 06.042.2011/2020 -#10,080		2020 07/2019	\$1,185,782	\$0	\$1,185,782 100%	\$1,185,782 100%	\$-	\$-	02/2020	02/2021	20 ●●●●
<i>◆ IAC received Form 306.6 Closeout summary on 09/26/22, pending staff action.</i>											
<b>2 Active Projects</b>		<b>Carroll County Total</b>	<b>\$2,011,818</b>	<b>\$0</b>	<b>\$2,011,818</b>	<b>\$2,011,818</b>	<b>\$0</b>	<b>\$0</b>	<b>2 Projects ready to Close</b>		

**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.



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 As of October 31, 2022

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<b>Dorchester County</b>											
Sandy Hill Elementary - SR-Roof 09.001.2021 -#10,197		2021 06/2020	\$1,467,800	\$0	\$1,467,800 100%	\$1,467,800 100%	\$-	\$-	08/2020	12/2020	22 ● ● ● ●
<i>◆ IAC received Form 306.6 Closeout summary on 10/06/22, pending staff action.</i>											
<b>1 Active Projects</b>	<b>Dorchester County Total</b>		<b>\$1,467,800</b>	<b>\$0</b>	<b>\$1,467,800</b>	<b>\$1,467,800</b>	<b>\$0</b>	<b>\$0</b>	<b>1 Projects ready to Close</b>		

**Project Status:**  
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<b>Frederick County</b>											
Sugarloaf (New Urbana Area) Elementary - C-New 10.078.2014/2017/2018/2019 -#9,113		2014 LP 2017, 2018, 2019 07/2016	\$14,808,000	\$0	\$14,808,000 100%	\$14,808,000 100%	\$-	\$-	08/2018	12/2017	58 ●●●●
										<b>◆ IAC received Form 306.6 Closeout summary on 09/20/22, pending staff action.</b>	
<b>1 Active Projects</b>	<b>Frederick County Total</b>		<b>\$14,808,000</b>	<b>\$0</b>	<b>\$14,808,000</b>	<b>\$14,808,000</b>	<b>\$0</b>	<b>\$0</b>	<b>1 Projects ready to Close</b>		

**Project Status:**  
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**INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION (IAC)**  
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<b>Montgomery County</b>											
Ashburton Elementary - C-Addition-Renovation 15.188.2021EGRC -#10,213		2021 LP 2021 06/2020	\$73,000	\$0	\$73,000 100%	\$73,000 100%	\$-	\$-	03/2021	04/2021	18 ●●●●
<i>◆ IAC received Form 306.6 Closeout summary on 10/14/22, pending staff action.</i>											
Pine Crest Elementary - C-Addition 15.036.2021EGRC -#10,215		2021 LP 2021 06/2020	\$1,891,000	\$0	\$1,891,000 100%	\$1,891,000 100%	\$-	\$-	06/2020	11/2020	23 ●●●●
<i>◆ IAC received Form 306.6 Closeout summary on 10/12/22, pending staff action.</i>											
S. Christa McAuliffe Elementary - C-Addition 15.151.2021 -#10,025		2019 LP 2021 06/2020	\$1,541,000	\$0	\$1,541,000 100%	\$1,541,000 100%	\$-	\$-	03/2021	05/2021	17 ●●●●
<i>◆ IAC received Form 306.6 Closeout summary on 10/13/22, pending staff action.</i>											
<b>3 Active Projects</b>	<b>Montgomery County Total</b>		<b>\$3,505,000</b>	<b>\$0</b>	<b>\$3,505,000</b>	<b>\$3,505,000</b>	<b>\$0</b>	<b>\$0</b>			<b>3 Projects ready to Close</b>

**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.



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<b>Baltimore City</b>											
#402 Northern High - SR-Vertical Packaged Classroom Air Conditioning Units 30.174.2016 -#9,882		2018 01/2017	\$347,000	\$0	\$347,000 100%	\$347,000 100%	\$-	\$-	06/2018	10/2018	48 ●●●●
										◆ IAC received Form 306.6 Closeout summary on 09/30/22, pending staff action.	
<u>1</u> Active Projects	<b>Baltimore City Total</b>		<b>\$347,000</b>	<b>\$0</b>	<b>\$347,000</b>	<b>\$347,000</b>	<b>\$0</b>	<b>\$0</b>	<u>1</u> 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.



**INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION (IAC)**  
**PUBLIC SCHOOL CONSTRUCTION PROGRAM**  
**REPORT OF ACTIVE STATE CIP PROJECTS FOR CLOSEOUT**  
 As of October 31, 2022

SUMMARY OF STATEWIDE TOTALS	ALLOCATION	CONTINGENCY	CONTRACTED/ % CONTRACTED	EXPENDITURES/ % EXPENDED	UNCONTRACTED ALLOCATION	UNEXPENDED ALLOCATION	DATE OF LAST CONTRACT ACTION	# OF MONTHS SINCE DATE OF LAST EXPENDITURE	PROJECT STATUS
<b><u>11</u> Active Projects Statewide Totals</b>	\$55,417,826	\$0	\$55,417,826	\$55,417,826	\$0	\$0		<u>11</u> Projects Ready to Close	

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 1E. Change Order Approvals

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### **Motion:**

To approve change orders for the Dr. Samuel Mudd Elementary project as described within the agenda item.

### **Background Information:**

Historically, the Maryland Department of General Services reviewed and approved change orders for major construction projects for subsequent funding participation by the IAC, if funding was available. HB 1783 (2018) prohibited the IAC from reviewing or approving change orders. For projects funded in the FY 2019 CIP or earlier, LEAs were given the option, in accordance with the transitional change order policy approved by the IAC in October 2018, to request State review of change orders for eligibility and State participation or to request all change orders be considered local responsibility and not require State review.

For the Dr. Samuel Mudd Elementary project, Charles County requested State review of the change orders shown below for eligibility. The change orders were reviewed and approved by DGS' Office of Design, Construction, & Energy.

DGS and IAC staff have reviewed the change order documentation provided and recommend IAC approval.

<b>Number of LEAS Reviewed</b>	1
<b>Total Change Orders Reviewed</b>	11
<b>Total Issues Reviewed</b>	
<b>Total Credit Returned to the State</b>	\$ 0
<b>Total Participation in Change Orders by the State</b>	<u>\$ 742,014.46</u>
<b>Net Balance</b>	<u>\$ 742,014.46</u>

**Change Order Detail:**

Descriptions are provided for all Change Order Items that are \$15,000 and over.

	<b>State</b>	<b>Local</b>	<b>Total</b>
Charles County			
Dr. Samuel Mudd Elementary PSC 08.037.17/18/19			
C.O. 1	\$ (41,912)	\$ (41,113)	\$ (83,026)
C.O. 2	\$ 18,376	\$ 18,025	\$ 36,401
C.O. 3	\$ 106,467	\$ 104,436	\$ 210,903
C.O. 4	\$ (63,970)	\$ (62,750)	\$ (126,720)
C.O. 5	\$ 130,747	\$ 128,253	\$ 259,000
C.O. 6	\$ 63,304	\$ 62,097	\$ 125,401
C.O. 7	\$ 35,868	\$ 88,731	\$ 124,599
C.O. 8	\$ 0	\$ 0	\$ 0
C.O. 9	\$ 0	\$ 109,101	\$ 109,101
C.O. 10	\$ 0	\$ 37,000	\$ 37,000
C.O. 11	\$ 0	\$ 49,355	\$ 49,355
<b>TOTAL</b>	<b>\$ 248,879</b>	<b>\$ 493,135</b>	<b>\$ 742,014</b>

Larry Hogan  
Governor

Boyd K. Rutherford  
Lt Governor



Ellington E. Churchill, Jr.  
Secretary

Nelson E. Reichart  
Deputy Secretary

OFFICE OF DESIGN, CONSTRUCTION & ENERGY

July 6, 2021

Kimberly Spivey  
Deputy Director of Administration  
Interagency Commission on School Construction  
200 W. Baltimore Street, Suite 202  
Baltimore, Maryland 21201

To: Kimberly Spivey  
Re: Charles County Schools – Dr. Samuel Mudd Project Change Orders

The Maryland Department of General Services has reviewed Charles County Public School request for the state to participate in a share of the added cost for the Dr. Samuel Mudd Project. We find the justification of modification to the original contract and the evaluation of the contractor's invoices and the contents of the charges that make up the total cost of the change order acceptable.

The Maryland Department of General Services is pleased to inform you of the approval of the following change orders (Also see attached breakdown for results of review)

**Change order 01 in the amount of -\$ 83,025.64**  
**Change order 02 in the amount of \$ 36,401.00**  
**Change order 03 in the amount of \$210,903.00**  
**Change order 04 in the amount of -\$126,719.68**  
**Change order 05 in the amount of \$259,000.00**  
**Change order 06 in the amount of \$125,401.12**  
**Change order 07 in the amount of \$124,598.81**  
**Change order 08 in the amount of \$**  
**Change order 09 in the amount of \$109,100.93**  
**Change order 10 in the amount of \$ 37,000.00**  
**Change order 11 in the amount of \$ 49,354.92**

Approved Change Order amount is **\$742,014.46**, the LEA should confirm that all local contingency funds have been exhausted before payment reimbursement is made to Charles County Public Schools.

The fund source to be used for the state's share will be contingency funds held in reserve for the project. This action is acceptable per previous legislative statutes regarding the use of contingency funds.

Sincerely,

A handwritten signature in black ink that reads "Clarence Felder".

Clarence Felder

Maryland DGS Approved Change Orders for: Dr. Samuel Mudd

Change Order No.	Requested Amt.	Approved Amt.	
Change Order #1	\$ (83,025.64)	\$ (83,025.64)	APPROVED
PCO #1		\$ 12,859.00	Site Improvements and Abatement
PCO #4		\$ 2,115.36	Site Improvements and Abatement
PCO #9		\$ (98,000.00)	Value Engineering
Change Order #2	\$ 36,401.00	\$ 36,401.00	APPROVED
PCO #6		\$ 5,777.00	Water Cooler
PCO #8		\$ 30,624.00	Site Improvements
Change Order #3	\$ 210,903.00	\$ 210,903.00	APPROVED
PCO #2		\$ 134,000.00	Alternat 12
PCO #3R		\$ 75,367.00	Site Improvements
PCO #11R		\$ 1,536.00	Site Improvements
Change Order#4	\$ (126,719.68)	\$ (126,719.68)	APPROVED
PCO #5R		\$ (44,528.00)	RFP 01 Wall Changes
PCO #10R2		\$ 25,654.32	Dishwasher & Affiliated Deducts
PCO #14R2		\$ (88,000.00)	Value Engineering
PCO #17R2		\$ (19,846.00)	Delete Unit Heaters & Grab Bars
Change Order #5	\$ 259,000.00	\$ 259,000.00	APPROVED
PCO #7R			RFP 03 Classroom Flooring Mods incl. \$23,423.24 of Disputed Cost
Change Order #6	\$ 125,401.12	\$ 125,401.12	APPROVED
PCO #12R3		\$ 9,757.00	Below Grade Electrical Installations
PCO #13R3		\$ 9,638.00	Below Grade Electrical Installations
PCO #15		\$ 36,558.28	Masonry Wall Replacements
PCO #19		\$ 2,832.00	Masonry Wall Replacements
PCO #21		\$ (15,000.00)	Kitchen Plumbing Scopes
PCO #22R		\$ (304.00)	Cafeteria Mechanical Scopes
PCO #24		\$ 39,000.00	Outdoor Storage Shed Renovation
PCO #25		\$ 37,000.00	Gym Clerestory Window Replacement
PCO #26		\$ 7,989.84	Loading Dock Modifications
PCO #30		\$ (2,070.00)	Roofing Insulation
Change Order # 7	\$ 124,598.81	\$ 124,598.81	APPROVED
PCO #16R3		\$ 54,959.85	Media Courtyard
PCO #20R3		\$ 30,650.00	Exterior Kindergarten Improvements
PCO #27		\$ (489.00)	Delete PA Volume Controls
PCO #32		\$ 9,527.76	RFI #74 Structure at Sp. Ed. Classrm
PCO #33R		\$ (2,481.00)	Ceramic Floor Tile Modifications
PCO #34		\$ (4,566.00)	Emergency Amp System

PCO #35R		\$ 10,944.96	Exterior Cafeteria Walls
PCO #36R		\$ 10,518.12	Mechanical Room Improvements
PCO #37R		\$ 10,134.72	Conduit for Future Portables
PCO #42		\$ (9,801.00)	Delete Main Vestibule Display Cases
PCO #43		\$ 15,962.40	Storm Drainage at Downspouts
PCO #44		\$ (762.00)	Mod to Residential Refrigerator's
Change Order #8		\$ -	APPROVED
Change Order #9	\$ 109,100.93	\$ 109,100.93	APPROVED
PCO #28R2		\$ (356.96)	Credit for Locker Revisions
PCO #29R		\$ 2,580.00	Doorbell
PCO #31		\$ 11,438.28	Electrical Fault Protection Revisions
PCO #38		\$ 5,568.48	RFP 14 Condensate Drains
PCO #41		\$ 11,016.00	Various Eligible Adds & Mods
PCO #45R		\$ 6,473.39	Rear of Building Site Improvements
PCO #46		\$ 2,506.00	Art Courtyard Site Improvements
PCO #47		\$ 12,960.00	Additional Masonry at Loading Dock
PCO #48		\$ 11,334.60	Existing Storm/Sewer Replacement
PCO #49R		\$ 32,400.00	Wood Veneer Wraps in Lobby & Café
PCO #51		\$ 3,936.38	Add Drywall for Window Pockets
PCO #57		\$ 5,891.70	Various Eligible Adds & Mods
PCO #58		\$ 5,853.60	Eligible Restroom Additions
PCO #60R		\$ (7,715.00)	reduced Thickness of Gym Flooring
PCO #63		\$ 373.90	Low Profile Light Fixtures
PCO #64		\$ 4,840.56	Adds to WAPS
Change Order #10	\$ 213,970.43	\$ 37,000.00	APPROVED
Add Alternate #10			Clerestory
Change Order # 11	\$ 58,388.04	\$ 49,354.92	APPROVED
PCO #71		\$ 13,320.72	Dishwasher Exhaust Fan
PCO #74		\$ 1,954.80	Toilet Mod
PCO #75		\$ 1,818.72	Replace 6" Baseboard Heater
PCO #80		\$ 4,069.44	C121 Floor Replacement
PCO #82		\$ (3,672.00)	Replace Damaged Ceiling Tile
PCO #83		\$ 9,990.00	Additional Floor Waxing
PCO #84		\$ 594.00	Restripe Handicap Spaces
PCO #85		\$ (844.56)	Added Rose Bushes
PCO #86		\$ 740.88	Added Casters to Kitchen Tables
PCO #87		\$ 5,560.92	Site Signage Modifications
PCO #88		\$ 869.40	Additional Striping for Casework
PCO #89		\$ 1,497.96	Add 4 Door Lites
PCO #90		\$ 2,600.64	2 Additional Plaques
PCO #92	\$ 928,018.01	\$ 10,854.00	Concrete & Fencing Around Generator
Change Orders Total	\$ 1,819,635.02	\$ 742,014.46	APPROVED

**Item 1F. Informational Facility Status Changes**


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**Motion:**

This item is informational and does not require IAC action.

**Background Information:**

<b>LEA</b>	<b>PSC Number</b>	<b>School</b>	<b>Change</b>	<b>Effective Date</b>
Somerset County	19.003	Board of Education Building (Previously housed the Alternative Learning Center)	Facility was used for an Alternative Learning Center. Students have been relocated to their school locations. Site will continue to function as a Board of Education administrative office and warehouse.	09/20/2022

**Item 1G. Baltimore County Public Schools - Featherbed Lane Elementary School Aging School Program Project Extension**

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**Motion:**

This item is informational and does not require IAC action.

**Background Information:**

The IAC has delegated authority to approve project extensions for projects funded through the Aging Schools Program, Healthy School Facility Fund, and School Safety Grant Program to the Executive Director until November 30, 2022, with any granted extensions reported to the IAC at its next meeting. All recent extensions are listed below.

<b>LEA</b>	<b>PSC Number</b>	<b>Program</b>	<b>Project</b>	<b>Extension</b>	<b>Status</b>
Baltimore County	03.102	ASP FY21	Featherbed Lane Elementary School Door Replacement project	7 months extension to file a reimbursement request (15 months total including previous extensions)	Approved by IAC Acting Executive Director 10/11/22



## Item 1H. Built to Learn Act Project Status Report

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### **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 October 28, 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).

%	Phase completed or on track to be completed ahead of scheduled date.
%	Phase completed or on track to be completed within 2 months of scheduled date.
%	Phase completed or on track to be completed between 2 - 4 months of scheduled date.
%	Phase completed or on track to be completed more than 4 months after scheduled date.

# Built to Learn Act Project Status Report

LEA	Project	Delivery	Design	Construction	Notes
Anne Arundel	Hillsmere ES Replacement	O/B	100%	60%	
Anne Arundel	Old Mill West HS New	O/B	100%	51%	
Anne Arundel	Rippling Woods ES Replacement	O/B	100%	61%	
Anne Arundel	West County ES New	O/B	100%	9%	
Balt County	Bedford ES Replacement	O/B	100%	3%	Projects were requested since FY19 but didn't receive State funding so design was delayed until funding secured.
Balt County	Northeast Area MS New	O/B	100%	18%	
Balt County	Pine Grove MS Renovation / Addition	O/B	100%	14%	
Balt County	Summit Park ES Replacement	O/B	100%	15%	
Balt County	Lansdowne HS Replacement	O/B	100%	0%	Bid opening scheduled for November 10, 2022.
Carroll	Westminster East MS Replacement	CMAR	100%	37%	
Charles	J. P. Ryon ES PreK & K Addition	DBB	100%	19%	LEA delayed project for MSA MOU.
Charles	Malcolm ES PreK & K Addition/Renovation	DBB	100%	33%	LEA delayed project for MSA MOU.
Charles	McDonough HS Renovation/Addition	DBB	100%	10%	LEA delayed project for MSA MOU.
Frederick	Waverley ES Replacement	O/B	100%	93%	
Frederick	Brunswick ES Replacement	CMAR	100%	30%	
Frederick	Green Valley ES Replacement	CMAR	20%	0%	
Frederick	Valley ES Replacement	CMAR	20%	0%	
Harford	Homestead Wakefield ES Replacement	O/B	100%	0%	Construction delayed, pending resolution with Town of Bel Air.
Howard	Hammond HS Renovation/Addition	O/B	100%	72%	
Montgomery	Clarksburg Cluster ES #9 New	CMAR	100%	38%	
Montgomery	South Lake ES Renovation / Addition	CMAR	100%	36%	
Montgomery	Burnt Mills ES Replacement	CMAR	100%	32%	
Montgomery	Woodlin ES Replacement	CMAR	100%	31%	
Montgomery	Woodward HS Replacement	CMAR	100%	45%	After initial bid, project went through a redesign.
Montgomery	Stonegate ES Renovation / Addition	CMAR	100%	36%	
Montgomery	Neelsville MS Replacement	CMAR	100%	9%	
Montgomery	Poolesville HS Renovation / Addition	CMAR	100%	30%	
Montgomery	Page ES Addition	DBB	100%	22%	
Wicomico	Mardela MS/HS Addition / Renovation	CMAR	100%	10%	

Reported as of 10/28/2022

## Item 2. Baltimore City Government - Sale of Lake Clifton High School Building #40

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### **Motion**

To approve/deny/hold the sale of the property formerly used for Lake Clifton High School and located at 2801 St. Lo Drive, Baltimore, Maryland 21213, from the Mayor and City Council of Baltimore to Morgan State University on terms set forth in the Land Disposition Agreement entered into between these parties and attached to today's agenda. The consideration for the sale of the property is the amount of the outstanding State bond debt associated with the property, which amount will be confirmed by the State Treasurer's Office. In accordance with this Commission's August 22, 2019 approval of the closure and transfer of this property to the Mayor and City Council of Baltimore, this approval is also conditioned upon full repayment of the outstanding State bond debt associated with this property by Baltimore City within thirty (30) days of the closing of the sale of the property.

### **Background Information:**

On August 22, 2019, the IAC approved the following motion:

*To approve the transfer of the Lake Clifton Building #40, located at 2801 St. Lo Drive, Baltimore, MD 21213, as of December 31, 2019, from the Baltimore City Board of Commissioners (BOC) to the Mayor and City Council of Baltimore, as approved by the BOC on March 26, 2019 with the agreement that the city government will reimburse the state the outstanding bond debt service in the amount of \$100,201.62, 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 14.39.02.28(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 (PSC 30.241) of \$2,030,000 which is included on the subsequent pages of this agenda. The City has negotiated a contract to sell the property to Morgan State University for the amount of the outstanding bond debt owed by the City to the State, which is \$100,201.62 (the State Treasurer's Office may accept a principal only payment of \$93,652.80 if the City provides the repayment in a single lump sum). This contract, or land disposition agreement, is also included in this agenda.

**Item 2. Baltimore City Government - Sale of Lake Clifton High School  
Building #40**

**Backup Documentation**

**Land Disposition Agreement**



**TO:** Board of Estimates, Office of the Comptroller  
**FROM:** Andy Frank, Real Estate Officer  
**SUBMITTING AGENCY:** Department of Real Estate, City Hall – Room 304  
**DATE:** March 9, 2022

**SUBJECT:** Land Disposition Agreement & Sale of Lake Clifton High School to Morgan State University

**CONTRACT/GRANT NUMBER:** N/A

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Land Disposition Agreement (LDA) for the sale of three City-owned properties (“Properties”) to Morgan State University.

**PERIOD OF CONTRACT/AGREEMENT:**

**AMOUNT OF MONEY:**

Sales Price: \$93,652.80

**BACKGROUND/EXPLANATION**

The City is proposing to sell three contiguous parcels (“Properties”): 1) 4801 Saint Lo Drive (Block 4199 Lot 9) – the approximately 44-acre former Lake Clifton High School (“School Property”); 2) 2803 Saint Lo Drive (Block 4199 Lot 8) – the approximately .65-acre Valve House parcel (“Valve House”); and, 3) a roughly 14.1-acre parcel (a portion of Block 4199 Lot 1.2) that wraps the southern and eastern boundaries of the School Property (“Additional Parcel”). The approximate total size of the Properties is 59 acres. Before MSU can settle on the Properties, the city must subdivide, “De-Park” and consolidate the Additional Parcel and obtain City Council approval to sell the Additional Parcel.

The former Lake Clifton High School was closed and returned to the City for disposition on March 26, 2019. The Space Utilization Committee declared the School Property and Valve House surplus on November 26, 2019. City Council Ordinance 20-476 and Ordinance 20-477, which were approved by the Mayor and City Council on December 7, 2020, authorize the City to sell the School Property and Valve House parcel.

- **Project Description and Phasing.** After expanding rapidly over the last decade, Morgan is virtually land locked at its Northeast Baltimore campus. Morgan envisions the Clifton Park site as a satellite campus that could include academic and research buildings, athletic facilities, mixed use housing and public/private partnerships.

MSU will phase the development of the Properties, investing an estimated \$200 million in the Properties. The LDA defines Phase I as: 1) demolition of the building and stabilization of the Valve House within three years; 2) completion of a master plan within three years; and, 3) construction of a convocation center within 10 years. A convocation center is a facility that can accommodate a range of functions including educational programs, sports events, concerts and commencements.

- **Purchase Price.** Under the terms of the LDA, the City will convey its rights, title and interests in the Properties to MSU for \$93,652.80, which will cover the balance of unpaid bond debt service owed by the City to the State of Maryland. The property appraised for \$4.3 million in March 2022.
- **Cell Tower and Fiber Optics.** Baltimore City owns and operates a cell tower that is located on the southeast corner of the Additional Parcel. MSU will grant Baltimore City an easement and permit access for reconstruction, maintenance, repair, operation and inspection of the Tower.
- **Basketball Court.** The Department of Recreation and Parks will relocate the basketball court currently located in the southwest corner of the Property to the west side of the Saint Lo Drive on park property near the railroad. The total cost of relocation is not expected to exceed \$215,000, which shall be shared on a 25/75% basis by the City Department of Recreation and Parks and the Developer. Developer's share of the costs shall not exceed \$161,250.
- **Artwork.** There are eight works of art in the building, seven of which were financed in 1971 as part of the city's One Percent for Art Law, a mandate that requires 1% of overall funding for construction projects be dedicated to art. Six of the works are pairs installed on facing walls and one is installed in an interior courtyard. The eight works can be divided into three groups: "metal," "mosaic" and "marble."

MSU engaged an art conservation specialist who concluded that only the metal and marble artworks can be feasibly deinstalled and reinstalled in a manner honoring the artist's original intent. Removal of the mosaic group of artworks would be cost prohibitive to deinstall and they would likely suffer loss during deinstallation. On February 18, 2022, the Public Arts Commission voted to require MSU to conserve the five metal and marble artworks.

- **Community Benefits Agreement.** MSU will enter into a community benefits agreement (CBA) with the neighborhoods surrounding the Clifton Park campus, which will describe how this minimum \$200 million investment will benefit neighbors.

Growing Anchor institutions like Morgan have a measurable impact on Baltimore’s economic future – employing City residents, supporting local businesses and revitalizing communities. The development of the Properties will expand and extend MSU’s already sizable economic impact on Baltimore City, while maintaining a constructive working relationship with the neighborhoods around the new campus. By transferring ownership of the Properties to MSU, the city will save approximately \$220,000 in maintenance costs.

**MBE/WBE PARTICIPATION:** MSU is subject to the State of Maryland Minority Business Enterprise (MBE) Program, the Disadvantaged Business Enterprise (DBE) Program, and Small Business Enterprise (SBE) Program.

**AFFECTED COUNCIL DISTRICT: 3, 14**

**EMPLOY BALTIMORE: N/A**

**LIVING WAGE: N/A**

**LOCAL HIRING:** MSU must comply Employ Baltimore Executive Order.

**1% FOR PUBLIC ART: N/A**

**FINANCE HAS REVIEWED: N/A**

**LAW DEPARTMENT HAS REVIEWED:** The Law Department signed the LDA for form and legal sufficiency on.

**MWBOO HAS REVIEWED: N/A**

**AUDITS HAS REVIEWED: N/A**

**APPROVED BY THE BOARD OF ESTIMATES:**



*By Celeste.Amato at 4:50:03 PM, 4/6/2022*

4/6/2022

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a body corporate and politic and a political subdivision of the State of Maryland (“City”), acting by and through the Office of the Comptroller (“Department”); and STATE OF MARYLAND for the use of MORGAN STATE UNIVERSITY, a body corporate and politic and an instrumentality of the State of Maryland (“Developer”).

### **RECITALS**

A. The City owns the Land (as defined in Section 1:01 of this Agreement) that is more particularly shown and described in **Schedule A** and the depiction as shown on **Schedule A-1** which are attached to and hereby made a part of this Agreement and the Land shown on the subdivision plats dated November 4, 2021 attached as **Schedule A-2**; and

B. In accordance with this Agreement and Ordinance 20-476 and Ordinance 20-477, each passed by the City Council of Baltimore on December 7, 2020 and signed by the Mayor on December 8, 2020 (the “2020 Ordinances”) and an ordinance to be passed by the City Council of Baltimore and approved by the Mayor approving the sale of certain portions of Block 4199 Lot 001 (the “2022 Ordinance”) (the 2020 Ordinances and the 2022 Ordinance sometimes collectively herein are referred to as the “Sales Ordinances”) which authorize the City to dispose of the Property (hereinafter defined), the City wishes to convey the Property to the Developer and the Developer wishes to purchase the Property from the City.

C. The Project consists of the demolition of the Lake Clifton High School Building, stabilization of the Valve House, the development of a Master Plan and the design and construction of the convocation center (“Phase I”).

D. The City shall complete the consolidation of the remaining parcels of land to provide the complete site as shown on the consolidated survey, subdivision Plats dated November 4, 2021 attached as Schedule A-2. The consolidated boundaries shall be in accordance with the Letter of Intent (LOI) dated September 30, 2020, attached hereto.

## AGREEMENTS

NOW, THEREFORE, 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:

### 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 the Property unto the Developer, in fee simple, and the Developer does hereby purchase and buy the Property from the City (the "Conveyance"), in fee simple, subject to the restrictions, covenants, conditions, terms, and provisions hereinafter mentioned. For purposes of this Agreement, "Property" means, collectively: (a) the parcels of real property in Baltimore City, Maryland more particularly described on **Schedule A** and **Schedule A-2** (collectively, the "Land"), being approximately 44.0960 acres (former Lake Clifton Senior High School site) and 0.6584 in size (Lake Clifton Gate House, also known as Valve House, site) as well as certain portions of Block 4199 Lot 001 which are subject to approval for sale by an ordinance of the City Council of Baltimore City and the Mayor, collectively equaling approximately 58.9249 acres ; (b) the Improvements (as defined in Section 1:03 of this Agreement); (c) all strips and gores, if any adjacent, abutting, or relating to the Land; (d) all mineral, oil, and gas rights, water rights, sewer rights, and other utility rights specifically allocated to the Land; (e) all of the rights, title, and interest of Seller in and to all easements, rights-of-way, and other rights, privileges, and appurtenances relating to or used in connection with the Land.

1:02. Condition of Property. The parties hereto covenant that the Property is to be accepted by the Developer in an "As Is" condition at the time of settlement as provided herein.

1:03. Improvements. This project is further described in **Schedule B** attached hereto and made a part hereof (the "Project"). For the purposes of this Agreement, the Project consists only of Phase I as defined in the Recitals and Schedule B. The term "Improvements", as used in this Agreement, means the structure or structures, personal property, furniture, fixtures and equipment located on the Property, excluding, however, any structures, personal property, furniture, fixtures and equipment located within the easement area for the antenna tower discussed in paragraph 1.04.b. below which shall remain property of the City or its licensees and shall not be transferred to the Developer (whether existing as of the date of this Agreement or as to be renovated or constructed subsequent to the date of this Agreement), landscaping, and site preparations. As of the date of this Agreement, the Improvements consist of the former school building known as the Lake Clifton Senior High School, inclusive of the football stadium stands, and the Lake Clifton Gate House (also known as the Valve House).

1:04. Conditions Precedent to Settlement. The Department shall not be obligated to make conveyance of the Property unless and until the following events have all occurred:

a. Basketball Court. The City Department of Recreation and Parks and the Developer agree that the City Department of Recreation and Park will relocate the basketball court currently located on the Property on St. Lo Drive to the west of St. Lo Drive and north of the railroad tracks. The total cost of relocation is not expected to exceed \$215,000, which shall be shared on a 25/75% basis by the City Department of Recreation and Parks and the Developer. Developer's share of the costs shall not exceed \$161,250. The relocation shall be completed within 30 months of the approval of this agreement. The City Department of Recreation and Parks will endeavor to make the bidding process transparent to Developer by providing copies of quotes and bids.

b. Antenna Tower. The City shall retain ownership of the antenna tower located on the Property and the right to collect revenues generated by use of the tower. At settlement, Developer shall grant to the City an easement in substantially the form attached hereto as **Schedule G**.

c. Athletic Complex (Football Stadium Area). Baltimore City Public School System (“BCPSS”) and Developer have entered into an agreement relating to use of the athletic complex consisting of a modular building, football field and the parking as described in the Football ROE agreement for interscholastic athletic sport practices and games for The Reach Partnership School #341 and the Department of Interscholastic Athletic Sports for City Schools through not later than December 31, 2024, and as set forth in the Football ROE. The agreement shall provide that BCPSS shall be responsible to remove or have caused to be removed the modular building, any other fixtures added, the termination of any utilities/meters and the restoration of the site such that the site is stabilized in accordance with the Maryland Department of the Environment (“MDE”) as of a result of BCPSS’s use of the area.

d. Phase I Funding. The Developer has furnished evidence reasonably satisfactory to the Department that the Developer has Five Million Dollars (\$5,000,000) in commitments or other financing adequate to demolish the Lake Clifton High School building.

e. Minority Business Enterprise Program. The Developer will comply with the State of Maryland Minority Business Enterprise Program.

f. Public Art Works. The City and the Developer shall enter into an agreement relating to the custody, conservation and maintenance of the six (6) public art works, described in **Schedule D** attached hereto, which are located on the Property, but shall remain owned by the City.

g. Developer shall complete the subdivision of certain portions of Block 4199 Lot 001, approximately 14.1705 acres, as shown as on Schedule A-1.

h. The City shall complete the process of removing the parcels (“De-Parking”) shown as on Schedule A-1 from the Baltimore City Parks Masterplan.

1:05. Purchase Price. The Purchase Price (as defined in **Schedule C** attached hereto and made a part of this Agreement) and the manner of payment for the Property are set forth in **Schedule C**.

1:06. Settlement. Settlement (the “Settlement”) 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.

1:07. 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 E**, good and marketable, insurable fee simple title to the Property, 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 Settlement Date no portion of the Property shall be subject to any leases, tenancies, or occupancy agreements and no Service Contracts shall be in effect.

1:08. 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 or mortgagee title insurance policy at standard title insurance premium rates.

1:09. Deed Covenants. Any deed or deeds conveying the Property shall contain covenants of special warranty and further assurances against encumbrances.

1:10. Deliveries on Settlement Date.

(a) Deliveries on Settlement Date by the City. At the Settlement, the City shall execute and deliver, or cause to be executed and delivered, to the Developer the following:

(i) The Deed substantially in the form attached hereto as **Schedule E** attached hereto, transferring and conveying to the Developer good and marketable, insurable fee simple title to the Property pursuant to all of the Sales Ordinances, 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) 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.

(iii) The antenna easement in substantially the form attached hereto as Schedule G executed by the City.

(iv) Such other documents as are reasonably required by the Title Company to effectuate the provisions of this 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 **Schedule C**

(ii) The antenna easement in substantially the form attached hereto as Schedule G.

(iii) The Settlement Statement.

(iv) Documentation to establish to the satisfaction of the Title Company the due authorization of the Developer's purchase 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.

(v) Such other documents as are reasonably required by the Title Company to effectuate the provisions of this Agreement.

1:11. 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, 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 sixty (60) days prior to the Settlement Date and the City shall make all reasonable efforts, at the City's expense, to eliminate such defects at the earliest possible time prior to conveyance.

1:12. Title Defect-Developer Option. If on the Settlement Date, and after notice is properly given pursuant to paragraph 1:11 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 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.

1:13. 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, and the full expense of the proper recording of documents among the Land Records of Baltimore City, to the extent applicable.

1:14. 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. Charges or assessments incurred during any period after the Conveyance shall be paid by the Developer.

1:15 Master Plan. (a) Developer will consult with the Department of Planning of the City as plans for all phases of the Property are developed. The Master Plan shall address the Developer's plans for the use of the Property in accordance with the Developer's official mission statement approved by the Developer's Board of Regents (the "Master Plan"). The Master Plan shall be completed within 3 years after the conveyance of the Land at Settlement as contemplated by this agreement and shall be approved by the Department of Planning and the councilperson representing the council district where the Property is located. In accordance with Section 3:07, the 3-year deadline for completion of the Master Plan may be extended in writing by the Department, in its sole but reasonable discretion, upon good and sufficient cause therefor being shown by the Developer, for such periods of time as the Department deems reasonably advisable. The Department shall not unreasonably withhold approval of this requested extension.

(b) Developer will consult with community stakeholders in developing the Master Plan and shall endeavor to work with community stakeholders to develop and execute a community benefits agreement.

**END OF ARTICLE**

**ARTICLE II**

**SITE PREPARATION**

2:01. Developer's Obligations. The Developer agrees that it shall, at its own expense, obtain the following approvals to the extent necessary or desired by Developer, and provide the following improvements to the Property, if necessary, for the development of the Property in accordance with this Agreement:

a. Ordinances. The Developer shall be responsible for the initiation of all necessary Ordinances (other than the Sales Ordinances) and actions, including all costs relative thereto, and title searches required for opening and closing procedures for all streets, alleys and other public right of way, or Rezoning or Conditional Use approvals.

b. Paving. The Developer shall perform or cause to be performed all work determined to be necessary by the Developer related to the installation of new curbs, gutters, and sidewalks adjacent to the development area.

c. Utility Adjustments. The Developer shall perform or cause to be performed all necessary public and private utility and appurtenance construction, relocation, and adjustments, such as water mains, sanitary sewers, storm drains, and electrical conduits.

d. Construction. The Developer shall perform or cause to be performed all required work related to construction sediment and erosion control and storm water management procedures.

**END OF ARTICLE II**

**ARTICLE III**

**CONSTRUCTION OF IMPROVEMENTS**

3:01. Right of Access. The Developer, shall have access thereto at reasonable times, agreeable to the Department, whenever and to the extent necessary to carry out the provisions of this Agreement, including the right of early entry to conduct tests or commence construction prior to settlement under mutually agreeable terms. The Developer shall save the City, or any agent thereof, harmless from any and all claims or damages arising from or connected with the work or operations to be done or performed by the Developer, its agents, representatives and employees under the provisions of this Section. Notwithstanding any other provision of this Agreement, it is

expressly agreed that in accordance with Maryland law, as summarized in Opinion of the Maryland Attorney General No. 86-064 dated December 1, 1986, absent already available appropriations to fund indemnification or contribution, attorneys' fees, other similar obligations that may arise under this Agreement, any such obligations of Developer are conditioned on the availability of appropriations for use by Developer at the time the indemnification or contribution obligations arise and are further limited to the extent of the State of Maryland's statutory waiver of its sovereign immunity.

3:02. Progress Reports. The Developer, subsequent to the Conveyance of the Property to the Developer, shall make in such detail as may reasonably be required by the Department, a report in writing to the Department every One Hundred Eighty (180) days (at the first of the year and mid- year) as to the actual progress of the Developer with respect to Phase I. During such period, also, the work of the Developer shall be available for inspection by representatives of the Department .

3:03. Completion of Phase I. a. The Developer shall diligently execute the completion of Phase I on the Property and shall complete such demolition not later than 36 months from the date of the instrument of Conveyance from the City is recorded in the Land Records of Baltimore City, or as may be extended by permission of the Department, which shall not be unreasonably withheld or delayed. Developer agrees to complete design and construction of the convocation center before the date that is ten (10) years following the date the instrument of Conveyance from the City is recorded in the Land Records of Baltimore City, unless extended in writing by the Comptroller. b. Prior to demolition of the Lake Clifton High School building, the Developer agrees to allow members of the Lake Clifton High School Alumni Association reasonable opportunity to enter the building and to retrieve memorabilia significant to the Lake Clifton High School Alumni Association.

3:04 Certificate of Completion. The Department, promptly after completion of the Improvements in accordance with the provisions of this Agreement (Phase I), shall furnish the Developer with an appropriate instrument so certifying.

3:05. General Liability Insurance. City acknowledges and agrees that, as an instrumentality of the State of Maryland, Developer has limited liability and shall self-insure all obligations hereunder.

3:06. Compliance with Law. The Developer will comply in every material 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.

3:07. Extensions of Time. Subject to the provisions of this Agreement, the time within which the Developer must complete Phase I, and the time for settlement as specified in Paragraphs 1:06 and 3.03 of this Agreement may be extended in writing by the Department, in its sole but reasonable discretion, upon good and sufficient cause therefor being shown by the Developer, for such periods of time as the Department deems reasonably advisable. The Department shall not unreasonably withhold approval of requested extensions. 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.

### 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 the Property, 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 the Property:

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 the Property, or any part thereof, or any Improvements placed thereon, upon the basis of national origin, race, religion, sex or color.

b. The Developer will comply with all applicable 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 Property.

c. The Developer will comply with all applicable rules and orders issued by the Department of Housing and Urban Development which prohibit the use of lead based paint in residential structures undergoing Federally-assisted construction or rehabilitation and requiring the elimination of lead-based paint hazards.

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 the Property in accordance with this Agreement.

b. The Developer shall devote the Property to furthering its educational mission as set forth in the official mission statement approved by the Developer's Board of Regents from time to time, including by way of example, but not limited to, use as multi-purpose educational convocation center, athletic/recreational facilities, or wellness center.

c. No building or structure shall be constructed over a public easement without the prior consent of the Director of Public Works (which consent shall be within the sole, but reasonable discretion of 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 at a minimum grass or other vegetative materials.

e. The Developer, its successors and assigns, at its sole cost and expense, at all times, shall keep the Land in a neat, clean, orderly and sanitary condition.

4:03. Covenant Time Limitations. It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in Section 4:01 shall run and bind with the land forever. After completion of Phase I the Developer shall continue to discuss any material changes to the Master Plan with the Baltimore City Department of Planning.

**END OF ARTICLE IV**

## ARTICLE V

### ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

5:00. 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 Property 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 the Property and therefore of particular concern to the City.

5:01. Restrictions Against Transfer of Interests in the Developer and/or the Property. For the foregoing reasons, the 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 the Developer or successor in interest to perform its obligations with respect to making the Improvements under this Agreement, the Developer has not made or created, and that it will not 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, if any) or any trust or power, or transfer of ownership in the Developer, or any interest therein, (but excluding the initial syndication of limited partnership interests), 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, conditioned or delayed.

5:02. 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 paragraph 5:01 above, that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, reasonably 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.

(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 the Property and the renovation of the Improvements, certified by Developer and reasonably approved by the Department, made thereon prior to the transfer. It being the intent of this provision to preclude assignment of this Agreement or transfer of the Property hereby conveyed, or any part thereof, for profit 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 Property hereby conveyed, or any part thereof, provided in Article I of this Agreement, by the amount that the consideration payable by the assignment or transfer is in excess of the amount authorized in this sub-paragraph, and such consideration shall, to the extent it is in excess of the amount so authorized, belong and be paid to the City.

5:03. 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 Phase I, the Developer shall, at such time but not more than annually, furnish the Department with a complete statement, subscribed and sworn to by the 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 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. The City hereby acknowledges and agrees that so long as the Developer shall be Morgan State University, the terms and conditions of Section 5.03 of this Agreement shall not apply.

5:04. It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in Article 5 shall run and bind with the land forever.

## END OF ARTICLE V

## ARTICLE VI

### REMEDIES

6:00. Article VI only applies to Phase I. After the completion of Phase I, the Developer shall discuss any material changes to the Master Plan with the Baltimore City Department of Planning.

6:01. 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 ten (10) days if the cure or remedy requires the payment of money, or otherwise within forty-five (45) days after receipt of such notice (or such longer period of time as may be reasonably necessary if such default cannot be cured in forty-five (45) 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.

6:02. INTENTIONALLY DELETED

6:03. 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.

6:04. Failure of Developer to Cure Specific Default Prior to Conveyance. In the event that prior to conveyance of the Property 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 the Property or part thereof without the approval of the Department, as herein provided; or

(b) The Developer does not pay the Purchase Price for and take title to the Property 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 6:01 of this Article, shall have the right, at its option and as its sole remedy on account thereof, to terminate this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City, the Department, or the Property.

6:05. Default by Developer Subsequent to Conveyance and Prior to Completion of Phase I. In the event that after the conveyance of the Property, or any part thereof to the Developer and prior to completion of the Phase I on the Property as certified by the Department:

(a) The Developer, or its successor in interest, shall default in or violate its obligations with respect to the completion of Phase I, including the nature thereof and the dates for beginning and completion thereof (unless extended by the Department), or shall abandon or substantially suspend construction or demolition (unless suspension of construction or demolition is caused by factors beyond Developer's control as provided in Section 6:09), and any such default, or violation, or abandonment, or suspension shall not be cured or remedied within the cure periods provided in Section 6:01; or

(b) The Developer, or its successor in interest, shall fail to pay real estate taxes or assessments on the Property, if applicable, or any part thereof when due without penalty, or shall place on the Property any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made or any materialman'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 Property or any part thereof and such violation shall not be cured, or a cure is not commenced, within sixty (60)

days after written demand by the Department to the Developer; then the City, in addition to the remedies specified in Paragraph 6:01 of this Article, shall have the right, at its option, to re-enter and take possession of the Property 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 Property 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 Property conveyed by the deed to the Developer, and that such title and all rights and interest of the Developer, and any of its assigns or successors in interest in the Property, shall revert to the City.

In addition, in the event of any default and the revesting of title hereunder, the City shall have the right to retain the amount paid on account of the Purchase Price of the Property, if any, as its property without any deduction, offset, or recoupment whatsoever; and the 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.

6:06. City's Right to Institute Proceedings. The City shall have the right to institute such actions or proceedings as it may deem desirable, in its reasonable judgment, 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 Property and the revesting 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 Paragraph 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.

6:07. Resale by City. In the event that title to the Property or any part thereof shall revert to the City in accordance with Sections 6:05 and 6:06, the City shall, pursuant to its responsibilities under the laws of the State of Maryland, use all reasonable efforts to resell the Property and Improvements or such part thereof as soon and in such manner as the Department shall find feasible and consistent, in its reasonable judgment, with the objectives of such laws and ordinances 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 of the Property 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 this Agreement. Upon such resale of the Property, the proceeds thereof shall be applied:

First, 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 Property or any part thereof at the time of reversion 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 the Property or any amounts otherwise owing to the City or the Department by the Developer, its successors or transferees, or (iii) all costs and expenses incurred by either the City or the Department including, but not limited to, salaries of third party personnel in connection with the recapture, management and resale of the Property or any part thereof (but less any income derived by the City from the Property, or any part thereof, in connection with such management), all taxes, assessments, and other charges with respect to the Property, or any part thereof, or an amount equal to such taxes, assessments or charges as would have been payable if the Property were not exempt therefrom because held by the City.

Second, to reimburse the Developer, its successors or transferees, up to the amount equal to (i) the cash actually expended by it, in purchasing the land and/or making any of the Improvements, less (ii) any cash or other profit or financial benefit withdrawn or made by it from this Agreement or from the Property.

Any balance remaining after such reimbursements shall be retained by the Developer as its property.

6:08. Delays. For the purpose of any of the provisions of this Agreement, neither the City (including the Department) nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for development, or the beginning and completion of renovation of the Improvements, or progress in respect thereto, in the event of delay in the performance of such obligations due to causes beyond its control or without its fault or negligence, including, but not restricted to, Acts of God or of the public enemy, acts of Government, acts of the other party, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, boycotts, freight embargoes, and unusually severe weather, or delays of contractors, subcontractors or suppliers due to such causes; it being the purpose and intent of this Paragraph that in the event of the occurrence of any such delays, the time or times for the performance of the obligations of the City and the Department with respect to the preparation of the Property for development, or of the Developer with respect to renovation of the Improvements, shall be extended for the period of the delay; provided, however, that the party seeking the benefit of the provisions of this Paragraph shall, within fifteen (15) days after said party 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 Paragraph, 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.

6:09. 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.

6:10. 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. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, the Developer shall have no liability of any kind whatsoever to the City for any consequential, indirect, or punitive damages that the City may suffer or incur as a result of any default by the Developer under the terms and conditions of this Agreement.

#### **END OF ARTICLE VI**

#### **ARTICLE VII**

#### **MISCELLANEOUS PROVISIONS**

7:01. 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.

7:02. 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, if any, shall be paid in full by the Developer.

7:03. Executed in Maryland. This Agreement shall be taken and deemed to have been fully made and executed by the parties hereto in the State of Maryland for all purposes and intent.

7:04. 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 or her personal interest or the interests of any corporation, partnership, or association in which he or she 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.

7:05. Notice. A notice or communication under this Agreement by either the City or the Department, on the one hand, to the Developer, or, on the other, by the Developer to the City or the Department, shall be sufficiently given or delivered if dispatched by a nationally recognized overnight courier service promising delivery on the next business day or by Certified Mail, postage prepaid, return receipt requested; and

(a) Developer. In the case of notice or communication to the Developer, if addressed as follows:

Morgan State University  
1700 East Cold Spring Lane  
Truth Hall, Room 307  
Baltimore, Maryland 21251  
Attention: Sidney H. Evans, Jr., Executive Vice President for Finance and Administration  
cc: Assoc. VP Facilities, Design and Construction Management

(b) Department. In the case of a notice or communication to the City or the Department, if addressed as follows:

Office of the Comptroller  
100 Holliday Street  
Attention: Department of Real Estate  
Baltimore, Maryland 21202  
cc: Office of Real Estate

or if such notice is addressed in such other way in respect to any of the foregoing parties as that party may, from time to time, designate in writing, dispatched as provided in this Paragraph.

7:06. Interpretation. In the event of any question regarding the meaning of any of the restrictive covenants, agreements, or provisions contained in this Agreement, 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.

7:07. City Disclaimer. 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 except the items of work which this Agreement specifically obligates the City to undertake.

7:08. 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 herein mentioned and referred to, subject, however, to use in common as private ways, until said streets, alleys and lanes are expressly dedicated to public use.

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.

7:09. 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 Property 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.

7:10. 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.

7:11. Counterparts. This Agreement is executed in six (6) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same Agreement.

7:12. 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, conditioned, or delayed.

7:13. Ancillary Documents. The Comptroller 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 Property or the Project.

7:14. Amendments. Any amendment to this Agreement must be executed in writing by the parties to this Agreement and with the same formality as this Agreement.

7:15. Employ Baltimore. Developer shall make reasonable efforts to comply with the revised Executive Order issued by the Mayor of Baltimore dated December 10, 2013 dealing with Employ Baltimore. A copy of the Executive Order is attached hereto as **Schedule F** and made a part hereof.

7:16. Incorporation into Agreement. All exhibits, schedules, and recitals form a part of this Agreement.

7:17. **WAIVER OF TRIAL BY JURY. THE CITY AND THE DEVELOPER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE CITY OR THE DEVELOPER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR THE CONVEYANCE, IT BEING AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST EITHER PARTY TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.**

7:18 Risk of Loss. The Property is to be held at the risk of the City until legal title has passed to the Developer at the Settlement on the Settlement Date. If all or any part of the Property shall be damaged or destroyed due to fire or other casualty on or before the Settlement Date, then and in any such event, the City shall give prompt notice thereof to the Developer (a "Casualty Notice"), and upon the Developer's receipt of any such Casualty Notice, the Developer shall have the right, to be exercised by giving notice thereof to the City within thirty (30) days of any such Casualty Notice, to elect one of the following options: (a) to terminate this Agreement, whereupon the Good Faith Deposit shall be promptly returned by the City to the Developer and thereupon neither of the parties to this Agreement shall have any further rights, liabilities, or obligations to each other; or (b) to proceed to Settlement in accordance with the terms and conditions of this Agreement nonetheless and, if the City shall have maintained at the time of such damage any

policies of fire or casualty insurance, the City shall on the Settlement Date assign to the Developer all rights of the City with regard to insurance proceeds payable to the City as a result of such casualty damage under all such insurance policies with respect to the Property and pay to the Developer on the Settlement Date that sum of money (if any) as shall be equal to the “deductible” amount under any such insurance policies of the City. If all or any part of the Property shall be condemned prior to the Settlement Date or any proceeding in lieu of condemnation shall have been instituted with respect to the Property on or before the Settlement Date, then and in such event, the City shall give prompt notice thereof to the Developer, whereupon the Developer shall have the right, at its sole option, to be exercised by giving prompt notice thereof to the City to: (i) terminate this Agreement, whereupon the parties to this Agreement shall have no further rights, liabilities, or obligations to each other under this Agreement; or (ii) proceed to Settlement, whereupon the Developer shall accept on the Settlement Date the City’s condemnation award or, if not received on or before the Settlement Date, an assignment of the City’s right to receive such award.

7.19. Obligations of Developer Contingent Upon Approval by Board of Regents and Board of Public Works. Any and all obligations and agreements of the Developer under this Agreement shall be null and void unless and until approved by the Board of Regents of Morgan State University and the Board of Public Works of the State of Maryland. City acknowledges and agrees that Developer has made no representations or given any assurances as to the possibility of approval by either the Board of Regents or the Board of Public Works.

7.20. Obligations of the City Contingent Upon Approval by the Baltimore City Board of Estimates. Any and all obligations and agreements of the City under this Agreement shall be null and void unless and until approved by the Board of Estimates. Developer acknowledges and agrees that City has made no representations or given any assurances as to the possibility of approval by the Board of Estimates.

**END OF ARTICLE VII**

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by the Mayor, 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 President, subject to the contingency set forth in Section 7.19 above, on the day and year first above written.

ATTEST:

MAYOR AND CITY COUNCIL OF BALTIMORE,  
acting by and through the OFFICE OF THE COMPTROLLER

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

BY: Andy Frank, Real Estate Officer

DEPARTMENT OF RECREATION AND PARKS

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

BY: Reginald Moore, Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_

Chief Solicitor

\_\_\_\_\_

Date

BOARD OF ESTIMATES

*MAmato*

By Celeste.Amato at 4:51:18 PM, 4/6/2022

Clerk

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, on this 28<sup>th</sup> day of March, 2022, before the subscriber, a Notary Public of the State of Maryland, personally appeared Andy Frank, Real Estate Officer, acting by and through the Office of the Comptroller, Mayor and City Council of Baltimore and he acknowledged the foregoing Agreement to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public

My Commission expires: January 26, 2023



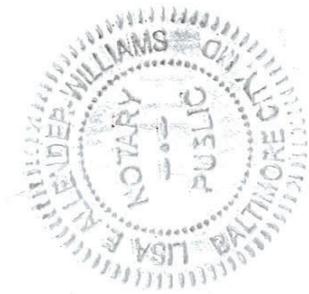
STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, on this 28<sup>th</sup> day of March, 2022, before the subscriber, a Notary Public of the State of Maryland, personally appeared Reginald Moore, Director, Department of Recreation and Parks, Mayor and City Council of Baltimore, and he acknowledged the foregoing Agreement to be the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public

My Commission expires: January 26, 2023



WITNESS:

MORGAN STATE UNIVERSITY

\_\_\_\_\_

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

David K. Wilson, President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY as of this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Jeffrey C. Palkovitz, Assistant Attorney General

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, on this \_\_\_\_ day of \_\_\_\_\_, 2022, before the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared David K. Wilson, President of Morgan State University, and he acknowledged the foregoing Agreement to be the corporate act and deed of corporate act and deed of the STATE OF MARYLAND for the use of MORGAN STATE UNIVERSITY.

AS WITNESS my hand and Notarial Seal.

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Notary Public

My Commission expires:

**Approved by the Maryland Board of Public Works at its \_\_\_\_\_ meeting,  
as Item No. \_\_\_\_\_ Morgan State University Agenda.**

**State of Maryland Board of Public Works**

\_\_\_\_\_  
**John T. Gontrum, Executive Secretary**

\_\_\_\_\_  
**Lawrence J. Hogan, Jr, Governor**

\_\_\_\_\_  
**Dereck E. Davis, Treasurer**

\_\_\_\_\_  
**Peter Franchot, Comptroller**

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Page 29 of a 30 page Agreement plus Exhibits  
between the Mayor and City Council of Baltimore and Morgan State University

STATE OF MARYLAND, \_\_\_\_\_ OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY that, on this \_\_\_\_ day of \_\_\_\_\_, 2022, before the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared Lawrence J. Hogan, Governor, and he acknowledged the foregoing Agreement to be the corporate act and deed of the Board of Public Works of Maryland.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

My Commission expires:

STATE OF MARYLAND, \_\_\_\_\_ OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY that, on this \_\_\_\_ day of \_\_\_\_\_, 2022, before the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared Dereck E. Davis, Treasurer, and she acknowledged the foregoing Agreement to be the corporate act and deed of the Board of Public Works of the State of Maryland.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_

Notary Public

My Commission expires:

[Type here]

STATE OF MARYLAND, \_\_\_\_\_ OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY that, on this \_\_\_\_ day of \_\_\_\_\_, 2022, before the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared Peter V. Franchot, Comptroller, and he acknowledged the foregoing Agreement to be the corporate act and deed of the Board of Public Works of the State of Maryland.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires:

**SCHEDULE A**

**PROPERTY DESCRIPTION**

2801 Saint Lo Drive (Block 4199, Lot 009), the former Lake Clifton Senior High School #40, containing 44.118 acres

Portion of 2803 Saint Lo Drive, (Block 4199, Lot 008), the former Lake Clifton Gate House (also known as Valve House), containing 0.6584 acres.

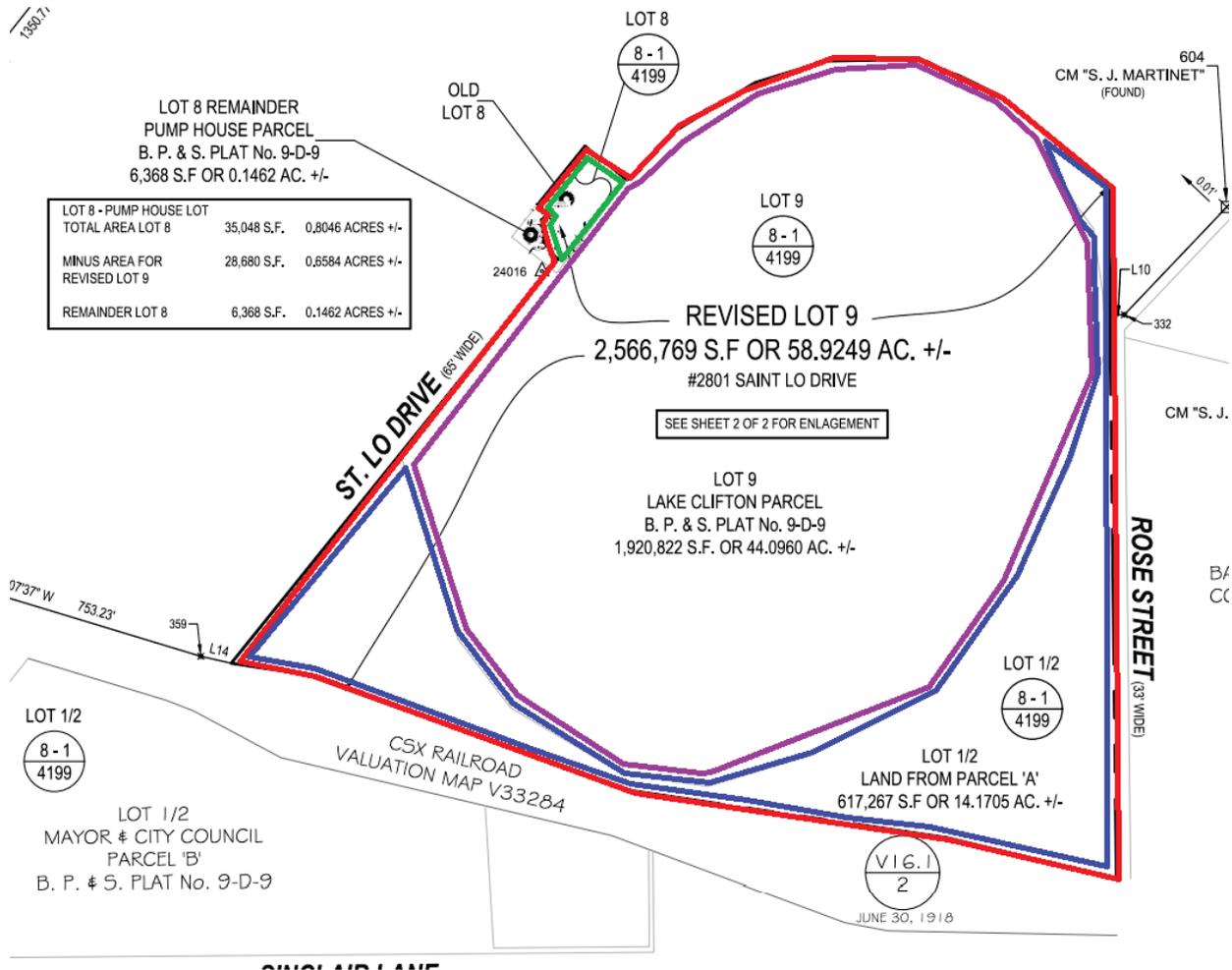
Portions of Block 4199 Lot 001, subject to approving ordinance to be adopted by the City Council of Baltimore and approved by the Mayor

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## SCHEDULE A-1

### PROPERTY DEPICTION

From 3/18/22 survey.



Purple Outline – approximately 44.0960 acres

Blue Outline – approximately 14.1705 acres (Subject to De-Parking, Subdivision and Sale of City Property Ordinance.

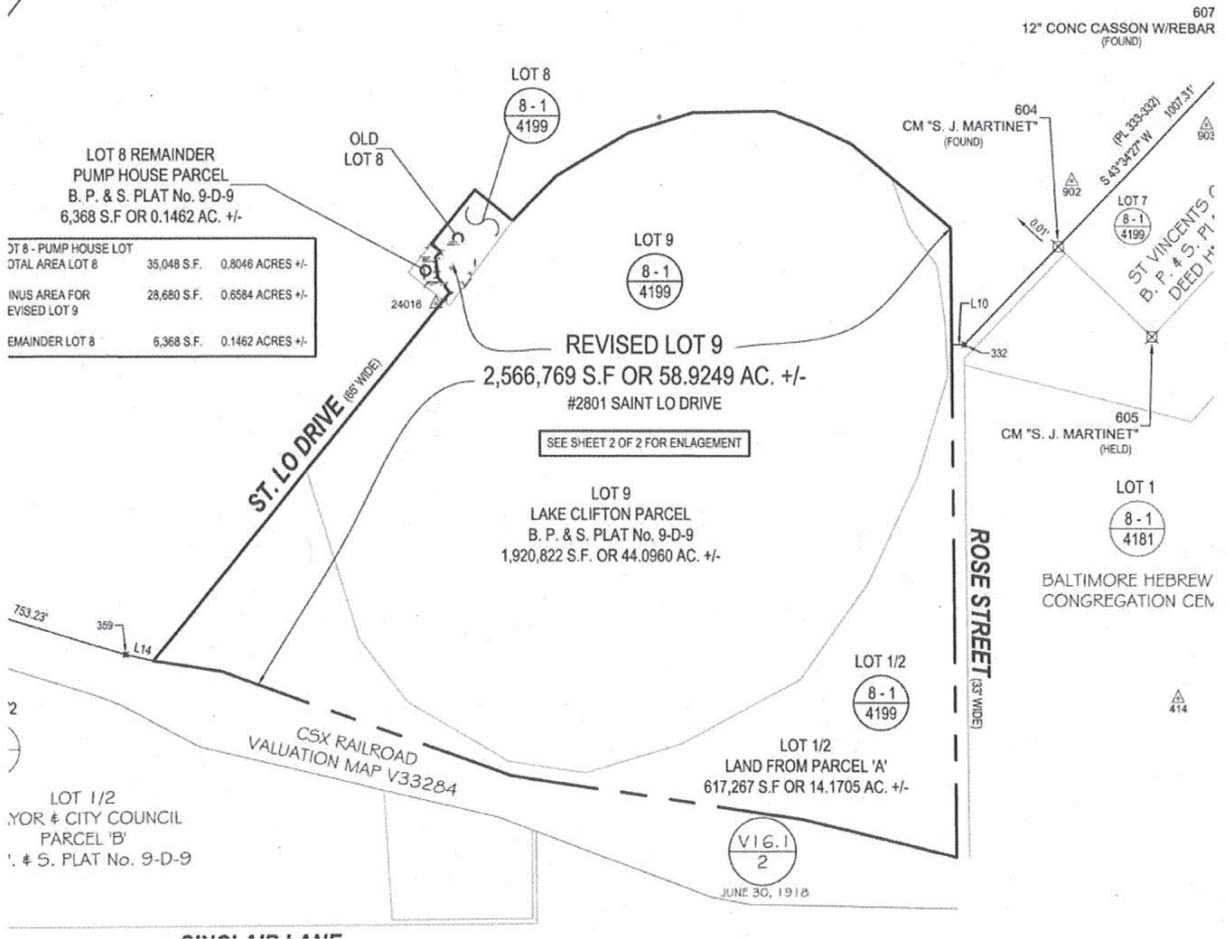
Green Outline – approximately .6584 acres

Total (Red Outline) – approximately 58.9249

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24446772.2 03/28/2022  
24384281.5

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Schedule A-2 – Draft Subdivision Plat 3/18/22



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24446772.2 03/28/2022  
24384281.5

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## AREA TABULATION

### **LOT 1/2 - PARCEL 'A'**

LOT 1/2 - PARCEL 'A'	9,880,480 S.F.	226.8246 ACRES +/-
EXCEPTION LOT 9 REVISED	617,267 S.F.	14.1705 ACRES +/-

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REMAINDER		
LOT 1/2 - PARCEL 'A'	9,263,213 S.F.	212.6541 ACRES +/-

### **LOT 8 - PUMP HOUSE PARCEL**

LOT 8 - PUMP HOUSE PARCEL	35,048 S.F.	0.8046 ACRES +/-
EXCEPTION LOT 9 REVISED	28,680 S.F.	0.6584 ACRES +/-

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REMAINDER		
LOT 8 - PUMP HOUSE PARCEL	6,368 S.F.	0.1462 ACRES +/-

### **REVISED LOT 9**

LOT 9 - LAKE CLIFTON PARCEL	1,920,822 S.F.	44.0960 ACRES +/-
LOT 8 - PUMP HOUSE PARCEL	28,680 S.F.	0.6584 ACRES +/-
LOT 1/2 - PARCEL 'A'	617,267 S.F.	14.1705 ACRES +/-

---

TOTAL	2,566,769 S.F.	58.9249 ACRES +/-
REVISED LOT 9		

<b>TOTAL AREA</b>	11,836,351 S.F.	271.7252 ACRES +/-
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Lot  $\frac{1}{2}$ , Lot 8, Lot 9

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**SCHEDULE B**

**DESCRIPTION OF THE PROJECT**

The property known as 2801 Saint Lo Drive (Block 4199, Lot 009), including all easements, right of way(s), parking area, and all rights appurtenant to the property; approximately 44.11 acres of land and the improvements including the building of approximately 470,769 sq. ft

A portion of the property, approximately .6584 acres, known as 2803 Saint Lo Drive (Block 4199, Lot 008), the former Lake Clifton Gate House (also known as Valve House) will be included in the project.

A portion of the property known as Clifton Park (approximately 14.1705 acres) will be subdivided and included in the project.

The LDA defines Phase I as: 1) demolition of the building and stabilization of the Valve House within three years; 2) completion of a master plan within three years; and, 3) construction of a convocation center within 10 years. A convocation center is a multi-purpose arena that can accommodate a range of functions including sports events, concerts, commencements and educational programs.

**SCHEDULE C**

**PURCHASE PRICE**

1. The purchase price shall be \$93,652.80.

2/4/22

**SCHEDULE D**

Art Works

1. Jordi Bonet – wall-mounted cast aluminum relief -8' x 17' 2 works on facing walls
2. John Rhoden – metal wall-mounted sculpture 55 5/8"x92 3/8"x8 5/8"
3. John Rhoden – metal wall-mounted sculpture 88 7/8"x 169"x 7 3/4"
4. Edward Wilson – sculpted aluminum figures 84x187" (set of 2 on facing walls)
5. Harry Bertoia – large copper tube sculpture 9' x 10'
6. C.A. Fraiken – "Une Mere" white marble sculpture

**SCHEDULE E**

**FORM OF DEED**

EXEMPT FROM RECORDATION TAX AS A TRANSFER TO A PUBLIC AGENCY PURSUANT TO SECTION 12-108(a) OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

EXEMPT FROM TRANSFER TAX AS A TRANSFER TO A PUBLIC AGENCY PURSUANT TO SECTION 13-207(a)(1) OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

**DEED**

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a body corporate and a political subdivision of the State of Maryland, acting by and through the Office of the Mayor (the "Department"), party of the first part, grantor, and **STATE OF MARYLAND** for use of **MORGAN STATE UNIVERSITY** a body corporate and politic and an instrumentality of the State of Maryland, party of the second part, grantee.

WHEREAS, the Mayor and City Council of Baltimore, in pursuance of the power and authority contained and procedures set out in Ordinance No. 20-476, approved December 8, 2020, Ordinance No. 20-477, approved December 8, 2020, and Ordinance No. 22 - \_\_\_ approved \_\_\_\_\_, 2022, all authorizing the City to dispose of the Property (hereinafter defined) has sold the Property unto the party of the second part; and

WHEREAS, the sale of the Property was duly presented to and approved by the Board of Estimates of Baltimore City on \_\_\_\_\_, 2022 and duly entered upon its minutes; and

WHEREAS, pursuant to Section 10-912 (d) (4) of the Tax-General Article of the Code, the grantor, being a political subdivision of the State of Maryland, is exempt from the provisions of Section 10-912 (c) of the Tax General Article of the Annotated Code of Maryland regarding payments required on sale of property by nonresidents; and

WHEREAS, the purchase price has been paid and satisfied unto the party of the first part; and

NOW THEREFORE, WITNESSETH, that in consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the receipt and sufficiency of which is hereby acknowledged, and being the actual monetary consideration as certified by the parties hereto, the said party of the first part does hereby grant and convey unto the party of the second part, its successors and assigns, in fee simple, that

lot of ground situate, lying and being in the City of Baltimore, State of Maryland (the "Property") and described as follows, that is to say:

RESERVING unto the said party of the first part all of its right, title and interest in and to the beds of all streets and alleys abutting the described parcels of land and premises, subject to the use in common with others.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lots and premises to the said party of the second part, its successors and assigns, in fee simple.

SUBJECT TO the terms, conditions, covenants, restrictions, and reservations set forth in the Agreement between the parties hereto dated \_\_\_\_\_, 2022 and recorded among the Land Records of Baltimore City at Liber No. \_\_\_\_\_, Folio \_\_\_\_\_.

AND, the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed that it will warrant specially the property hereby granted and execute such further assurance of the same as may be requisite..

IN WITNESS WHEREOF the party of the first part has caused these presents to be executed, the day and year first above written.

WITNESS: MAYOR AND CITY COUNCIL OF BALTIMORE

\_\_\_\_\_  
Custodian of the City Seal

By: \_\_\_\_\_  
Bill Henry, Comptroller

APPROVED as to form and legal sufficiency, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Chief Solicitor

WITNESS:

STATE OF MARYLAND for the use of MORGAN  
STATE UNIVERSITY

\_\_\_\_\_

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

Name:

Title:

STATE OF MARYLAND, CITY OF BALTIMORE, to wit;

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State of Maryland, personally, appeared \_\_\_\_\_, the Mayor of Baltimore City acting on behalf of the Mayor and City Council of Baltimore, the grantor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that being authorized to do so, he/she executed the same in the capacity and for the purposes therein stated and that the foregoing instrument to be the act and deed of the Mayor and City Council of Baltimore, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

\_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

STATE OF MARYLAND, CITY OF BALTIMORE, to wit;

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the subscriber, a Notary Public of the State of Maryland, personally, appeared \_\_\_\_\_, the \_\_\_\_\_ of MORGAN STATE UNIVERSITY, on behalf of STATE OF MARYLAND for the use of MORGAN STATE UNIVERSITY, a body corporate and politic and an instrumentality of the State of Maryland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

Notary Public

My Commission expires: \_\_\_\_\_

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney admitted to practice law before the Court of Appeals of the State of Maryland.

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

Approved for form and legal sufficiency this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeffrey C. Palkovitz, Assistant Attorney General

AFTER RECORDING, PLEASE RETURN TO:

**SCHEDULE F**

**Employ Baltimore Executive Order**

## EXECUTIVE ORDER

WHEREAS, the Mayor and City Council of Baltimore ("City") wishes to encourage all contractors awarded City contracts to agree to employ skilled and qualified Baltimore City residents to meet the contractor's employment needs created as a result of the award of a City contract; and

WHEREAS, the Mayor's Office of Employment Development ("MOED") has established the EMPLOY BALTIMORE program designed to create opportunities for businesses that receive City contracts to meet their workforce needs; to access qualified City job seekers; and to ensure that City dollars contribute to the local economy; and

WHEREAS, MOED has a roster of Baltimore City residents, who are skilled and qualified for immediate employment by City contractors; and

WHEREAS, MOED wishes to establish and maintain an ongoing relationship with City contractors in an effort to address current and future employment and/or training needs; and

WHEREAS, increasing employment participation of City residents is good business and a means to improve Baltimore City's employment rate.

NOW, THEREFORE, I, Stephanie Rawlings-Blake, Mayor of the City of Baltimore, by virtue of the authority vested in me by the Charter of Baltimore City, do hereby promulgate the following **EXECUTIVE ORDER**:

1. This Executive Order shall apply to contracts awarded by the City that are in the amounts of \$50,000.01 to \$300,000.00, except for professional service contracts and emergency contracts.
2. Bidders on all contracts awarded by the City in the amounts of \$50,000.01 to \$300,000.00, except for professional service contracts and emergency contracts, shall complete the **Employ Baltimore Certification Statement** contained in the Bid Document and submit it with their bids.
3. Within two (2) weeks of receiving the award of a City contract, the contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.
4. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor must 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 to the contractor as candidates for these job opportunities.



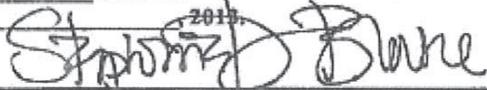
5. Each contractor shall submit an **Employ Baltimore** Employment Report to MOED on June 30<sup>th</sup> and December 31<sup>st</sup> during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract.

6. A copy of this **Executive Order** shall be included in all bids, requests for proposals and/or contracts.

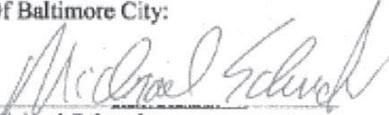
7. This **Executive Order** applies to all applicable City contracts entered into on or after December 23, 2013.

8. This **Executive Order** supersedes the Resolution of the Board of Estimates for the Employ Baltimore Executive Order signed by the Mayor on June 9, 2011, and shall take effect immediately.

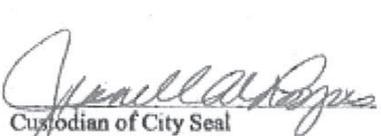
IN WITNESS WHEREOF, I HAVE HEREUNTO  
PLACED MY HAND AND THE GREAT SEAL  
OF THE CITY OF BALTIMORE THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_

2013  
  
STEPHANIE RAWLINGS-BLAKE, MAYOR

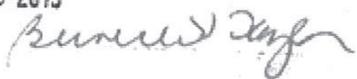
Approved As To Form and Legal  
Sufficiency By The Law Department  
Of Baltimore City:

  
Michael Schrock  
Chief Solicitor

ATTEST:

  
Janella Rogers  
Custodian of City Seal  
Alternate

DEC 18 2013



**BOP's Clause:**

**SW22. EMPLOY BALTIMORE**

A. On June 9, 2011 the Mayor signed an Executive Order titled Employ Baltimore, which applies to this solicitation. The Executive Order was amended on December 23, 2013 to apply only to contracts \$300,000 or less, for the initial term. If the initial term of the contract is more than \$300,000, the Executive Order does not apply, and Local Hiring (see the following section) applies. The Contractor's requirements are summarized below. (See Section B for the applicable forms to be submitted with your bid or proposal.)

1. Bidders shall complete the Employ Baltimore Certification Statement contained in the Bid Document and submit it with their bids. (See section B)

2. Within two (2) weeks of receiving the award of a City contract, the Contractor shall schedule a meeting with MOED (Mayor's Office of Employment Development) to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The Contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.

3. Should the Contractor's workforce plan indicate a need to fill new jobs, the contractor must 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 to the contractor as candidates for these job opportunities.

4. Each contractor shall submit an Employ Baltimore Employment Report to MOED on June 30th and December 31st during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract. (See section B)

B. See Section B for the applicable forms to be submitted with your bid or proposal.

## Appendix B Sample Employ Baltimore Report

### *Employ Baltimore* EMPLOYMENT REPORT

Contracting City Agency	Bid/Contract Number & Name
Contract Start Date	Contract End Date

To promote the commitment to utilize the *Employ Baltimore Executive Order* and to meet workforce 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 this Employment Report on June 30<sup>th</sup> and December 31<sup>st</sup> during each year of the contract and at contract completion. You must identify the number of total workers and the number of Baltimore City residents on payroll for this contract. Also, please indicate any new positions created as a result of the award and filled by Baltimore City residents. Employment Reports should be sent to:

Employ Baltimore  
Mayor's Office of Employment Development  
3001 E. Madison Street  
Baltimore, Maryland 21205

- or email -

[employbaltimore@oedworks.com](mailto: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 \_\_\_\_\_

No. of total workers on payroll for this contract	
No. of Baltimore City residents on payroll for this contract	
No. of new positions filled by Baltimore City residents	

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Construction Contracts Clause:**



**I. EMPLOY BALTIMORE**

**Employ Baltimore** is designed to create opportunities for businesses that receive municipal contracts to access qualified City residents to meet their workforce needs. The initiative will also ensure that City dollars contribute to the local economy and improve the lives of employable Baltimoreans.

**Employ Baltimore** meets the business development need by helping employers save time and money in the recruitment process. This service also offers businesses customized training resources that build worker pipelines for hard-to-fill job vacancies, and provides easy access to tax credit programs that support investments in the City's growth. Every year, hundreds of area employers utilize the Mayor's Office of Employment Development's resources to assist their expansion efforts. We look forward to serving you also.

**Employ Baltimore**

**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 30<sup>th</sup> and December 31<sup>st</sup> during each year of the contract and at contract completion. Submit "Employment Reports" to:

**Employ Baltimore**  
**Mayor's Office of Employment**  
**Development**  
**3001 East Madison Street**  
**Baltimore, Maryland 21205**

- or -

[employbaltimore@oedworks.com](mailto: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 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:

**Rosalind Howard or Susan Tagliaferro**

**Employ Baltimore**

**Mayor's Office of Employment Development**

**3001 East Madison Street**

**Baltimore, Maryland 21205**

**Phone 443-984-3014 • Fax 410-361-9648**

**rhoward@oedworks.com stagliaferro@oedworks.com**

- or -

employbaltimore@oedworks.com

***Employ Baltimore***

**CERTIFICATION STATEMENT**

<b>Contracting City Agency</b>	<b>Bid Number</b>	<b>Bid Date</b>	<b>Due</b>
<b>Dept. Of General Services</b>			

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 the certification statement with the bid package.

This Executive Order shall apply to contracts awarded by the City that are in the amounts of \$50,000.01 to \$300,000.00, except for professional service contracts and emergency contracts.

Additionally, companies awarded construction contracts 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 \_\_\_\_\_, I \_\_\_\_\_  
(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 30<sup>th</sup> and December 31<sup>st</sup> identifying the total number of workers on this project and the 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 of any retainage due.

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Company Address: \_\_\_\_\_ Email: \_\_\_\_\_

**Send to: Rosalind Howard or Susan Tagliaferro**

**Employ Baltimore/ Mayor's Office of Employment Development**

**3001 East Madison Street**

Baltimore, Maryland 21205  
 Phone 443-984-3024 . Fax 410-361-9648  
[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

***Employ Baltimore***  
**EMPLOYMENT REPORT**

<b>Contracting City Agency</b>	<b>Bid/Contract Number &amp; Name</b>
<b>Dept. of General Services</b>	Contract No.
<b>Contract Start Date</b>	<b>Contract End Date</b>

To promote the commitment to utilize the *Employ Baltimore Executive Order* and to meet workforce 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 this Employment Report on June 30<sup>th</sup> and December 31<sup>st</sup> during each year of the contract and at contract completion. You must identify the number of total workers and the number of Baltimore City residents on payroll for this contract. Also, please indicate any new positions created as a result of the award and filled by Baltimore City residents. Employment Reports should be sent to:

**Employ Baltimore**  
**Mayor's Office of Employment Development**  
**3001 East Madison Street**  
**Baltimore, Maryland 21205**  
 - Or email -  
[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

The Employment Report below is hereby submitted by the undersigned for this period:

\_\_\_December 31, 20\_\_\_ \_\_\_June 30, 20\_\_\_ \_\_\_End of Contract Date\_\_\_\_\_

No. of total workers on payroll for this contract	
No. of Baltimore City residents on payroll for this contract	
No. of new positions filled by Baltimore City residents	

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 strategies.

#### **Hiring new employees?**

**Customized Training** is a business-driven strategy that helps companies train and hire people to fit their job-specific needs. MOED Business Services staff recruit and pre-screen applicants based on the company requirements. Your business saves on recruitment costs and could receive up to 50% reimbursement on costs associated with the required training. The positions must be full-time and meet minimum salary requirements. The training can be employer-based, on-the-job, or offered by qualified vendors. Companies awarded Customized Training grants must agree to hire successful trainees. Many companies have used this strategy to increase their workforce and reduce their hiring budget.

#### **Want to improve and increase the skills of your current staff?**

##### **Incumbent Worker training**

**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:**

Rosalind Howard or Susan Tagliaferro  
Employ Baltimore  
Mayor's Office of Employment Development  
3001 East Madison Street  
Baltimore, Maryland 21205  
Phone 443-984-3014 • Fax 410-361-9648  
rhoward@oedworks.com stagliaferro@oedworks.com  
employbaltimore@oedworks.com



**SCHEDULE G**  
**FORM OF EASEMENT**

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "**Effective Date**"), by and between **STATE OF MARYLAND TO THE USE OF MORGAN STATE UNIVERSITY**, an Instrumentality of the State of Maryland and a public corporation ("**Grantor**") and **MAYOR AND CITY COUNCIL OF BALTIMORE**, a body corporate and political subdivision of the State of Maryland (the "**City**" or "**Grantee**"). Each of the foregoing entities is sometimes hereinafter referred to as a "**Party**" and all of such entities are sometimes collectively referred to as the "**Parties**". "

### RECITALS

**WHEREAS**, Grantee has constructed and owns a tower and related buildings and equipment (collectively, the "**Existing Tower**") on the Lake Clifton High School site located at 2801 St. Lo Drive, Baltimore, Maryland (the "**Land**"). Grantee and the Grantor have entered into a land development agreement (the "**LDA**") for the sale of the fee simple interest in the Land from the Grantee to the Grantor; and one of the provisions of the LDA obligates the Grantor to grant an easement relating to the Existing Tower to the Grantee; and

**WHEREAS**, Grantor desires to grant and convey to Grantee, its successors and assigns, three (3) non-exclusive easements and rights of way consisting of:

(1) an easement being the area of land surrounding the Existing Tower and outbuildings and equipment buildings as shown on Schedule A-1 attached hereto and made a part hereof (the "**Tower Base Area Easement**");

(2) an easement for ingress and egress to the Tower Base Area Easement as shown on Schedule A-2 attached hereto and made a part hereof (the "**Access Area Easement**"), and

(3) an easement for underground electric, fiber optic or other utility ("**Utilities**") lines as shown on Schedule A-3 attached hereto and made a part hereof (the "**Utility Area Easement**") (the Tower Base Area Easement, the Access Area Easement and the Utility Area Easement are sometimes collectively referred to as the "**Easements or Easement Areas**"); and

**WHEREAS**, the Easements will permit ingress and egress along and over the Access Area Easement and permit access for reconstruction, maintenance, repair, operation and inspection of the Existing Tower and the Utilities; and

**WHEREAS**, Grantor desires to grant the Easements to the Grantee and the Grantee desires to accept such easements from the pursuant to the terms hereof.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by reference and made a part of this Agreement as if fully stated in the body of this Agreement.

2. Grant of Easement; Conditions.

(a) The Grantor hereby establishes for the benefit of the Grantee a perpetual, non-exclusive easement over, across, upon, under and through the areas identified as the Tower Base Area Easement, the Access Area Easement, and the Utility Area Easement, as depicted/described on Schedule A-1, A-2 and A-3, respectively, attached hereto and made a part hereof, to permit ingress and egress along and over the Access Area Easement; permit access for reconstruction, maintenance, repair, operation and inspection of the Existing Tower and Utilities. Notwithstanding the foregoing, the Grantor shall have no right to construct improvements within the Tower Base Area Easement; however, Grantor shall have the right to construct and install landscape design elements, sidewalks and other related improvements within the Access Area Easement and Utility Area Easement provided that none of the same shall interfere with the Existing Tower and Easement Areas The Grantor reserves for itself, its successors and assigns the right to enter onto the Easement Areas to inspect Grantee's work following reasonable written notice to Grantee.

(b) All construction, maintenance, repair, replacement, and operation of the Existing Tower, and any installation, operation and maintenance of antennae, satellite dishes, cell phone equipment and other equipment affixed to the Existing Tower and located within the Tower Base Area Easement, including any licenses or leases granted by Grantee to telecommunication companies ("Telecommunication Licensees"), and including the perimeter fencing around the Tower Base Area Easement, shall be the sole right, responsibility and obligation of the Grantee, its employees, contractors, subcontractor, licensees, subtenants, or representatives ("**Grantee Agents**"), including telecommunication companies holding licenses or leases granted by Grantee ("**Telecommunication Licensees**").

(c) The exercise of the easement granted in Section 2(a) above for purposes of reconstructing, maintaining and repairing existing underground utility facilities shall be subject to the following conditions: that (i) prior written notice of such work shall be provided by the Grantee (or its agents, contractors or employees) to the Grantor at least seven (7) days in advance of the commencement of such work (except for work undertaken by Telecommunication Licensees in the Tower Base Area Easement or in the case of an emergency, in which cases the Grantee shall give such notice as is practicable under the circumstances) and such notice shall explain in reasonable detail the scope of work to be done within the Easement; (ii) such work shall be done by the Grantee or Grantee Agents in a diligent, workmanlike manner and carried out in a manner which minimizes any disruption or inconvenience to the Grantor; (iii) the Grantee agrees after completion of any such work, at its own expense, that all affected areas shall be promptly restored, as nearly as possible, to the condition which existed prior to such work; (iv) the Grantee shall obtain, at its own expense, all necessary permits and approvals in connection with the work; and (v) Grantee and Grantee Agents shall perform the work and use the Easement Areas in accordance with all applicable Federal, State, and local laws, ordinances, and regulations.

(d) The Grantee shall not build new structures or improvements within the Easements without the prior written consent of the Grantor which shall not be unreasonably withheld, conditioned or delayed. Any work to be performed by Grantee shall be substantially in accordance with plans reviewed and approved by the Grantor, which plans may include notes addressing site specific conditions, as agreed to by the parties. Grantor's approval of work in the Easements shall not be unreasonably withheld, conditioned or delayed. Any utilities located within the Utility Area Easement shall be underground and Grantor shall be under no obligation to consent to any above-ground utilities.

(e) Grantee may not store materials and equipment on the Access Area Easement or Utility Area Easement except in such locations and in such manner and for such time as the Grantor shall have given its prior written consent, which consent shall be in the Grantor's sole discretion. Grantor and Grantee shall keep, maintain and leave the Access Area Easement and the Utility Area Easement areas free and clear of debris and in a safe condition, and shall promptly remove from the Access Area Easement and Utility Area Easement any and all material and equipment for which it is responsible; and

(f) Grantee or Grantee Agents shall pay all Utility expenses, if any, relating to the Easements, either directly to the Utility or by prompt reimbursement of the Grantor.

3. Insurance. In the event that Grantee and/or Grantee Agents engages a private contractor to perform work in the Easement Area, Grantee shall provide Grantor evidence that Grantee's contractor has adequate amounts of property damage, liability and Workers' Compensation insurance.

4. Hazardous Materials

(a) Neither the Grantor nor the Grantee shall cause, or permit its agents, employees, contractors, subcontractor, licensees, subtenants, or representatives, including the Telecommunication Licensees to cause any Hazardous Materials, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment, or disposed of on, under, from, or about the Easement Area or the Property Notwithstanding anything herein to the contrary, the Grantee shall have the right to use commercially reasonable amounts of Hazardous Materials that are commonly used in the telecommunications industry in similar facilities, provided that said use shall be in full compliance with all Applicable Law pertaining to the use, storage, and disposal of such materials. The Grantee shall maintain all material data safety sheets, keep them current and up to date, on file and available for inspection by the Grantor at all times.

(b) The Grantee shall pay the cost of cleanup in connection with the removal, disposal, storage, transportation, neutralization, or other treatment of such Hazardous Materials, resulting from the Grantee's or Grantee Agent's use, release, storage, transportation, or disposal of Hazardous Materials.

(c) Except to the extent caused by the Grantor's negligence, willful acts or omissions, the Grantee shall indemnify, protect and hold harmless the Grantor, the State, their successors and assigns, from and against any and all claims, causes of action, liabilities, losses, damages whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials, on, into, from, under, or about the Easement Areas or Property specifically including, but not limited to, the cost of any required or necessary repair, restoration, cleanup (including, but not limited to, the costs of investigation and removal of Hazardous Materials) or detoxification of the Easement Areas or Property and the preparation of any closure or other required plans, whether or not such action is required or necessary.

(d) " Except in strict accordance with all applicable laws and regulations, Licensee shall not at any time on the Licensed Premises store, treat, transport or dispose of any hazardous substance, hazardous waste or oil as defined by the Resource, Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq., Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 et seq., Maryland Environment Article Code Ann., Title 4, Sec. 4-401, et seq. and Maryland Environment Article Code Ann., Title 7, subtitle 2. Lessor acknowledges that Lessee's equipment cabinets shall contain batteries for back-up power and that, provided Lessee's use of same complies with all applicable laws, the presence of such batteries would not violate this provision, if such batteries comply with all laws, regulations and ordinances relating to Hazardous Substances (as hereinafter defined).

(e) Grantee has no knowledge that (i) the Easement Areas, as of the date of this Easement, contains any Hazardous Materials in violation of any Environmental Laws, and (ii) the Easement Areas have never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

**5. Indemnification.**

(a) Grantee shall indemnify, defend and hold harmless the Grantor, its elected/appointed officials, departments, employees, agents and servants from any and all claims, demands, suits and actions, including attorney's fees and court costs connected therewith, brought against the Grantor, its elected/appointed officials, employees, agents, and servants arising as a result of any direct or indirect, willful, or negligent act or omission of Grantee or Grantee Agents arising out of this Agreement.

(b) Grantor shall indemnify, defend and hold harmless the Grantee, its elected/appointed officials, departments, employees, agents and servants from any and all claims, demands, suits and actions, including attorney's fees and court costs connected therewith, brought against the Grantee or Grantee Agents, arising as a result of any direct or indirect, willful, or negligent act or omission of Grantor arising out of this Agreement. Notwithstanding any other provision of this Easement Agreement, it is expressly agreed that in accordance with Maryland law, as summarized in Opinion of the Maryland Attorney General No. 86-064 dated December 1, 1986, absent already available appropriations to fund indemnification or contribution, attorneys'

fees, other similar obligations that may arise under this Easement Agreement, any such obligations of Grantor are conditioned on the availability of appropriations for use by the Grantor at the time the indemnification or contribution obligations arise and are further limited to the extent of the State of Maryland's statutory waiver of its sovereign immunity.

6. Cooperation. Grantor and Grantee agree to cooperate with one another to effectuate the exercise by Grantee of the rights granted and the conditions and limitations set forth herein. Grantor and Grantee each hereby agree to execute any further assurances of said easements as may be reasonably necessary.

7. Taxes. The Grantee shall pay promptly when due, all taxes assessed in connection with the Grantee's use and occupancy of the Premises, and use and occupancy by any Telecommunication Licensees, including but not limited to, Federal and State income taxes, personal property taxes, sales taxes, employment taxes, and real property taxes assessed against the Easement Areas, if any, pursuant to Section 6-102(e) of the Tax-Property Article of the Annotated Code of Maryland (1994 volume, as amended from time to time)

7. Relocation. Grantor shall have the right to cause the Existing Tower, , the Access Easement Area and/or the Utility Easement Area and appurtenances to be relocated to another portion of Grantor's land, upon approval of the Grantee, in which event, Grantor, at Grantor's expense, shall perform the work to relocate Existing Tower and Tower Base Area the Access Easement Area and/or the Utility Easement Area and appurtenance; and Grantor and Grantee shall execute an amendment to this Agreement, attaching new Schedule A describing the relocated Easement Areas.

8. Right of First Refusal to Purchase. (a) Grantee hereby grants to Grantor the following right of first refusal to purchase Grantee's interest in the Existing Tower and Easement Areas If Grantee receives from a third party a bona fide offer to purchase the Existing Tower], including the easements granted under this Agreement, before Grantee may accept such an offer, Grantee must first give written notice to Grantor of said offer, specifying in detail satisfactory to the Grantor the consideration and other details reasonably requested by the Grantor. Grantor shall have ninety (90) days from the date of receipt of said offer, to provide Grantee with written acceptance of the offer, upon the same terms and conditions as set forth therein (but in addition thereto, such sale shall include all rights of Grantee in and to the easement granted by this Agreement). If Grantor accepts said offer, closing shall take place within one hundred eighty (180) days from Baltimore City Board of Estimates approval. However, an extension may be granted for good cause provided both parties are working in good faith to closing.

(b) If Grantee has not consummated a sale within one hundred eighty (180) days (unless extended as provided in paragraph (a) above) after the expiration of Grantor's option rights hereunder, the restrictions and options herein provided shall be restored and shall continue in full force and effect, and so long as these restrictions and options remain in effect the Grantee shall not thereafter sell or transfer the Existing Tower and Easement Areas without first giving the Grantor notice as herein provided and otherwise complying with the foregoing provisions. The right of first refusal granted by Grantee to Grantor herein includes the Tower and the Easements granted by this Agreement but does not limit Grantee's rights to license portions of the antenna to third party cellphone service providers.

9. Recordation. This Agreement shall be recorded in the Land Records by Grantee, with the costs of said recordation to be paid by Grantee.

10. No Waiver. No waiver by a party hereto of any provision hereof, shall be or shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by a party of the same or any other provision hereof. Except for matters specifically set forth in this Agreement, this Agreement is not a waiver of any rights or remedies the parties may respectively have under law.

11. Notices. All notices and other communications given or made pursuant hereto or in connection herewith shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by electronic mail or sent by prepaid overnight carrier (providing proof of delivery) to the parties at the following addresses or facsimile numbers (or at such other addresses or facsimile numbers as shall be specified by the parties by like notice):

If to Grantor:

Morgan State University  
1700 East Cold Spring Lane  
Truth Hall, Room 307  
Baltimore, Maryland 21251

Attention: Sidney H. Evans, Jr., Executive Vice President for Finance and Administration  
443-885-3144

[Sidney.evans@morgan.edu](mailto:Sidney.evans@morgan.edu)

cc: Assoc. VP Facilities, Design and Construction Management  
443-885-4370

[Kim.mccalla@morgan.edu](mailto:Kim.mccalla@morgan.edu)

If to Grantee:

Office of the Comptroller  
100 Holliday Street  
Attention: Department of Real Estate, Room 304  
Baltimore, Maryland 21202  
Attn: Office of Real Estate  
Andy.frank@gmail.com

Law Department of Baltimore City  
Room 100, City Hall  
100 N. Holliday Street  
Baltimore, Maryland 21202  
Attn: City Solicitor

12. Captions and Headings. The captions and headings contained in this Agreement are included herein for convenience of reference only and are not to be considered a part hereof, are not intended in any way to limit or enlarge the terms of this Agreement and will not affect the meaning or interpretation of this Agreement.

13. Governing Law. This Agreement shall be governed by and construed and enforced according to the laws of the State of Maryland.

14. Provisions Run with the Land. This Agreement is intended to and shall run with the real property and real property interests benefited and burdened hereby, and shall bind and inure to the benefit of the parties' respective permitted successors and assigns.

15. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

16. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties relating to the granting of the easements referred to herein. Any amendment to this Agreement shall be valid only if executed in writing by all Parties hereto, their successors or assigns, and recorded among the Land Records.

17. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Signatures appear on the following page]*



**GRANTEE:**

**MAYOR AND CITY COUNCIL OF BALTIMORE**

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)  
Custodian of the City Seal

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared \_\_\_\_\_ 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.

\_\_\_\_\_ (SEAL)  
Notary Public  
My Commission expires: \_\_\_\_\_

APPROVED FOR FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Chief Solicitor

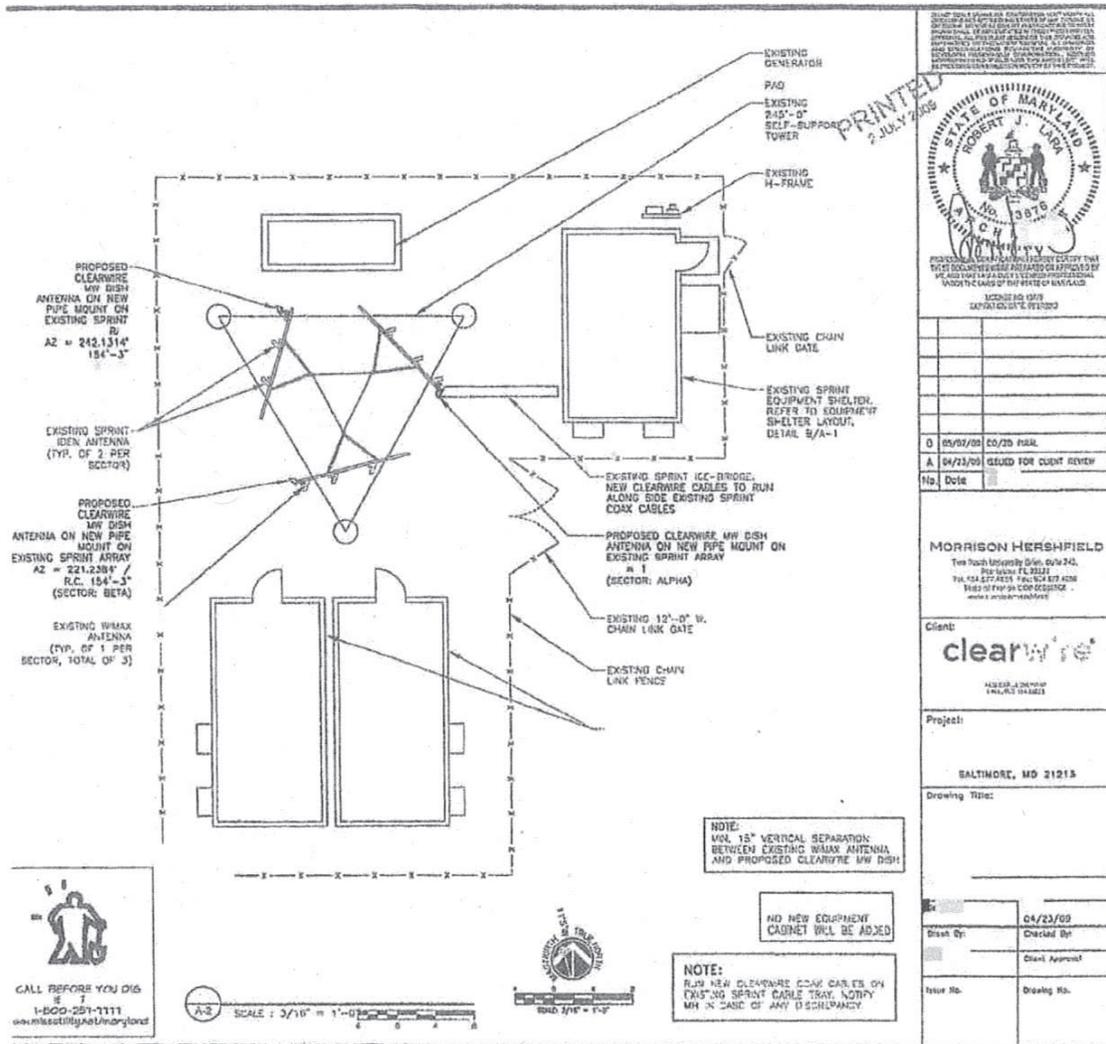
Date: \_\_\_\_\_

This is to certify that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_

# SCHEDULE A-1

## Tower Base Area Easement



PRINTED  
2 JULY 2006



0	05/01/06	00/20	PA&L
A	04/23/06		CHECKED FOR COST REVIEW
No.	Date		

**MORRISON HERSHFELD**  
 Two South Washington Blvd., Suite 240,  
 Baltimore, MD 21201  
 Tel. 410.527.4200 Fax: 410.527.4206  
 Email: mh@mh-engineering.com

**Client:**  
**clearwire**  
 MEMBER A SERVICE  
 (NASDAQ: CLWB)

**Project:**  
 BALTIMORE, MD 21213

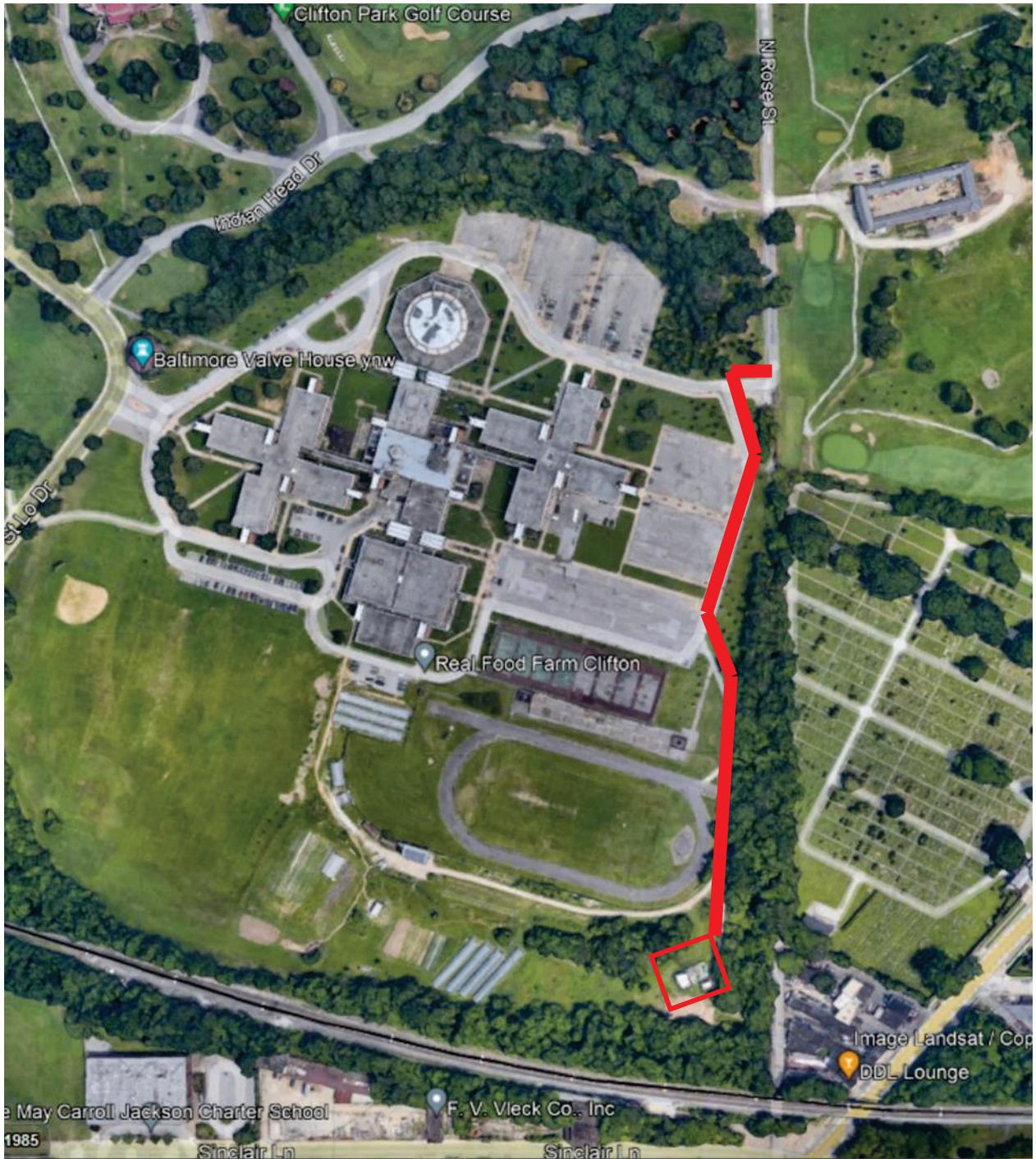
**Drawing Title:**

Dr.		04/23/06
Drawn By:	Checked By:	
	Client Approval:	
Issue No.	Drawing No.	

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 1-800-251-1111  
 www.missouri.gov/missouri



**SCHEDULE A-2**  
**Access Area Easement**



### **SCHEDULE A-3**

#### Utility Area Easement

There are currently four major cables running through the Lake Clifton property as well as an additional city cable feeding the BCRP Clifton Park (green).





**Item 2. Baltimore City Government - Sale of Lake Clifton High School  
Building #40**

**Backup Documentation**

**Appraisal**

**Appraisal Report**  
Former Lake Clifton City High School  
2801 Saint Lo Drive  
Baltimore, Maryland 21213



**Effective Date of Valuation**  
11-06-2020

**Date of the Report**  
01-08-2021

**Prepared for**  
Morgan State University  
1700 East Cold Spring Lane  
Baltimore, Maryland 21251-0001

**Prepared by**  
Barry L Colen  
Certified General Appraiser  
Colen & Associates

File Number *PO Number P0019661*

**Colen & Associates**  
**REAL ESTATE APPRAISAL IN MD, DC, and VA**

---

6 Ivory Crest Court Baltimore, MD 21209 Office: 410-653-3800 E-Mail: [barry.appraiser@gmail.com](mailto:barry.appraiser@gmail.com)

1-08-2021

Morgan State University  
1700 East Cold Spring Lane  
Baltimore, Maryland 21251-0001

File Number: *P0019661*

Re: **Appraisal Report** – As Is, Fee Simple, Fair Market Value

To Whom It May Concern:

In accordance with your authorization, I have conducted the investigation necessary to form an opinion of the market value in the subject property's as above referenced. The purpose of the appraisal valuation is to estimate the 'as is' fee simple, market value of the subject site, as if build ready to assist the client in a purchase consideration. It is outside of the 'scope of work' to consider alternative land uses, an in-depth highest and best use and a peer case study which would inform an in-depth highest and best use recommendation based on current legal, physically possible, financially feasible and most profitable. Those three items would be additional appraisal assignments.

The report that follows is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. Accordingly, the report includes only [a summary of] the data and analysis with additional information retained in the appraisers' file. Barry Colen inspected the property and prepared this report.

The Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, and the results of the investigation.

- There is an assumption made that the subject property public record information is accurate for the purposes of valuation analysis.
- There is an assumption made that the aerial and on-site photos accurately represent the subject property.
- If any of the hypothetical conditions or assumptions are found to be inaccurate than the value might differ.

Transmittal Letter (Cont'd)

Morgan State University

The subject property, 44.118 acres site in the Clifton Park neighborhood of Baltimore City, Maryland currently zoned Open Space OS and identified as part of tax id number 08 01418900 (10.055 acres) and 08 014199008 (34.063 acres), currently houses a severely depreciated former school building of 462,083 square foot (circa 1968 and included a cafeteria, auditorium, gym, library, athletic fields, and a pool) in a park like setting.

The market exposure time preceding would have been up to 36 Months, and the estimated marketing period as of is approximately 36 months, if priced competitively.

The fair market value of the subject property has been estimated using the sales comparison approach to value. Comparisons were made on the basis of a unit sales price/price per acre to derive an indication of value for the subject's land. In the case of the subject property type, the most relevant unit of comparison for analyzing comparable sales is either the price paid per square foot or per acre for the raw land parcel (after demolition and return to a buildable site).

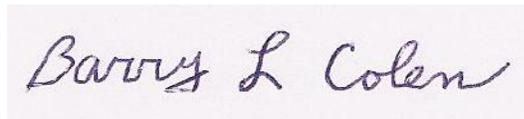
Based on the inspection of the property and the investigation and the analysis undertaken, we have formed the opinion that as of 11-06-2020, the as-is market value of the subject property in fee simple estate is:

<b>Land Value Conclusion</b>	
<b>Subject Site-Acres</b>	<b>44.11800</b>
<b>Indicated Unit Value/acre</b>	<b>\$46,000</b>
<b>Indicated Value</b>	<b>\$2,029,428</b>
<b>Rounded</b>	<b>\$2,030,000</b>

This report contains the description, analysis and supporting data for the conclusions, final estimate of value, descriptive photographs, limiting conditions and appropriate certifications.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits and Addenda.

Sincerely,



Barry Colen  
State Certified General Appraiser  
Maryland License No. 27886  
Expiration Date: 05/21/2021

## Executive Summary Vacant Land Site

Tax Id Number Ward 08 Section 01 Block 4199 Lot 009 and related

<b>Property</b>	
Property Name	Mayor & City Council
Location	2801 Saint Lo Drive
Property Type	Land
<b>Land</b>	
Land Acres	44.11800
Land Sq Ft	1,921,780
Zoning Code	OS, Open Space
Flood Zone	X
Topography	Mild Slope (160'-241')
Utilities	None on site
Additional Site Information	Subject is a 44.11800-acre partially improved site Map 8, Section 1, Block 4199, Lot 9 in Baltimore City, Maryland. It is located on the west side of Manor Lane It is assumed to be Tier I and II.
Highest and Best Use As If Vacant	Based on the neighboring uses, size, and physical characteristics of the property the highest and best use would be for residential or agricultural use.

**SUBJECT PROPERTY SITE**



**Property Identification**

**Property Name** Mayor & City Council  
**Address** 2801 Saint Lo Drive  
**City, State Zip** Baltimore, MD 21213  
**Tax ID** 03 355209

**Legal Description** Map 8, Section 1, Block 4199, Lot 9

**Land Data**

**Land Size** 44.11800 Acres  
**Topography** Mild Slope (160'-240')  
**Front Foot** 1,170' on Saint Lo Drive (West)  
**Depth (Feet)** ~2,000'(South)  
**Utilities** On Site  
**Perc'd/Well** Public Water  
**Septic** Public Septic  
**Shape** Triangular  
**Access** Average  
**In Flood Plain?** No  
**Flood Zone Code** X

**Site Description**

Subject property is a currently improved with buildings in disrepair, site.

## Certification of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. Furthermore, my engagement was not conditioned upon the appraisal producing a specific value, a value within a given range or the approval of a loan.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute as well as the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

No one provided significant professional assistance to the person(s) signing this report.

Barry Colen has inspected the Saint Lo Drive subject property site that is the subject of this report.

We have performed no services, as an appraiser or in any other capacity, regarding the subject within the three-year period immediately preceding the agreement to perform this assignment.

As of the date of this report, Barry Colen has completed the requirements of the continuing education program of the Appraisal Institute and has completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.



Barry Colen  
State Certified General Appraiser  
Maryland License No. 27886

## General Assumptions and Limiting Conditions

This appraisal is also subject to the following general assumptions and limiting conditions.

1. Title to the property is assumed to be good and marketable and the legal description correct.
2. No responsibility for legal matters is assumed. All existing liens, mortgages, or other encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management.
3. All sketches, if included in this report, are intended to be visual aids, and should not be construed as surveys of engineering reports.
4. All information in this report has been obtained from reliable sources. We cannot, however, guarantee or be responsible for the accuracy of information furnished by others.
5. This opinion of value applies to land "as is" only. The value of trade fixtures, furnishings, and other equipment, if present, has not been included with the value of the real estate.
6. Possession of this report or a copy thereof does not imply the right of publication or use for any purpose by any other than the addressee, without the written consent of the appraiser.
7. The appraiser is not required to give testimony or attendance in court by reason of this appraisal unless prior agreements have been made in writing.
8. The distribution of the total valuation in this report between land and improvements, if any, applies only under the existing program of utilization. The separate valuations for land and building, if developed, must not be used in conjunction with any other appraisal and are invalid if so used.
9. The land, and particularly the soil, of the area under appraisal appears firm and solid (from available public records). Subsidence in the area is unknown or uncommon, but we do not warrant against this condition or occurrence.
10. Subsurface rights (minerals and oil) were not considered in developing this appraisal report.
11. We inspected the buildings involved, if any, in this appraisal report and damage, if any, by termites, dry rot, wet rot, or other infestations was reported as a matter of information, and no guarantee of the amount or degree of damage, if any, is implied.
12. The comparable sales data relied upon in this appraisal is believed to be from reliable sources; however, it was not possible to inspect the comparables completely, and it was necessary to rely upon information furnished by others as to said data, therefore, the value conclusions are subject to the correctness and verification of said data.
13. We inspected, as far as possible, by observation the land and the improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural components within the improvements. Therefore, no representations are made herein as to these matters and unless specifically considered in the report, the value estimate is subject to any such conditions that could cause a loss in value.

14. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to our attention nor did we become aware of such during our inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test such substances or conditions. If the presence of substances such as asbestos, urea formaldehyde foam insulation, radon gas or other hazardous substances or environmental conditions may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field or environmental impacts upon real estate if so desired.
15. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Unless otherwise noted within the appraisal report, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of the ADA in estimating the value of the property.
16. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to the valuation conclusions, the identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute.

## Extraordinary Assumptions and Limiting Conditions

### Hypothetical Conditions:

- None noted

### Extraordinary Assumptions:

- There is an assumption made that the subject property public record information is accurate for the purposes of valuation analysis.
- There is an assumption made that the aerial and on-site photos accurately represent the subject property.
- If any of the hypothetical conditions or assumptions are found to be inaccurate than the value could differ.

**TABLE OF CONTENTS**

**PAGE**

**INTRODUCTION**

Executive Summary .....4  
Client/Intended Users..... 11  
Purpose and Intended Use.....11  
Identification/Legal Description of Real Estate.....11  
Recent History and Ownership ..... 11  
Property Rights Valued.....11  
Effective Date of Value Opinion .....11  
Definition of Market Value et al .....12  
Exposure Time/Marketing Period.....12  
Scope of Work ..... 13/14

**LOCATIONAL ANALYSIS**

Regional and Market Area Analysis..... 16

**PROPERTY ANALYSIS**

Site Description..... 24  
Improvements Description..... 27  
Zoning ..... 28  
Taxes and Assessment Analysis ..... 31  
Highest and Best Use ..... 32  
Statement of Highest and Best use ..... 34

**MARKET ANALYSIS**

Overview .....39

**VALUATION**

Appraisal Process..... 35  
Sales Comparison Approach.....37  
Reconciliation ..... 49

**CERTIFICATION**

Appraisal Certification  
Limiting Conditions and Assumptions  
Privacy Notice

**ADDENDUM.....50**

Qualifications of the Appraiser  
Engagement Letter  
Tax Assessment Data Sheet  
Deed of Trust/Easement

## **Introduction**

### **Client/Intended Users**

Morgan State University is the client, and the intended user is the Morgan State University and its assigned, and it is assumed this would include the subject property site owner. This report is not intended for any other use or by any others than the client unless other users are specifically named.

### **Purpose and Intended Use**

The purpose of the appraisal is to estimate the fee simple, market value of the subject property (site) in "as is" condition for the purposes of a potential purchase.

### **Identification/Legal Description of the Property**

The subject property, 44.118 acres site, is identified as part of tax id number 08 01418900 (10.055 acres) and 08 014199008 (34.063 acres) or Map 8, Section 1, Block 4199, Lot 9 currently houses a severely depreciated former school building of 462,083 square foot (circa 1968 and included a cafeteria, auditorium, gym, library, athletic fields, and a pool) in a park like setting.

### **Ownership and Sales History**

The owner of record is Mayor & City Council.

### **History/Current Listing or Contract**

The subject has not sold but it has been informally offered for sale and/or transferred within the last three years. There is no prior transfer history in the Public Records.

### **Property Rights Valued**

The property rights valued are the fee simple estate.

### **Effective Dates**

Dates of Value:

Date of Report                      01-08-2021  
Inspection Date:                      11-06-2020

### **Identification of the Appraisal Problem**

#### **Appraisal Problem:**

To determine the "as is" fee simple, market value of the subject property site, zoned OS.

The purpose of the valuation is to assist the client value determination for a purchase consideration.

In determining the highest and best use of the property we have considered the current use of the subject property and other potential uses of the property "as-is." An in-depth discussion of our research and conclusions can be found in the Highest and Best Use section of this appraisal. We have determined that the highest and best use of the subject is some level of a future mixed-use project.

This appraisal has been undertaken to consider the subject site value, as if build ready. It is outside of the ‘scope of work’ to consider alternative land uses, an in-depth highest and best use and a peer case study which would inform an in-depth highest and best use recommendation based on current legal, physically possible, financially feasible and most profitable.

“**As Is**” **Definition** is the estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. \*

**Extraordinary Assumption Definition\*** is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.

### **Definition of [Fair] Market Value\*\***

*Market value* means the most probable price which a property should bring in a competitive and open market under all condition’s requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].)

\*The Dictionary of Real Estate Appraising, Sixth Edition.

\*\* Maryland Real Property Code Annotated, Section 11-065(b)

### **Additional Fair Market Value definition:**

“The fair market value of property in a condemnation proceeding is the price as of the valuation date for the highest and best use of the property which a vendor, willing but not obligated to sell, would accept for the property, and which a purchaser, willing but not obligated to buy, would pay, excluding any increment in value proximately caused by the public project for which the property condemned is needed. In addition, fair market value includes any amount by which the price reflects a diminution in value occurring between the effective date of legislative authority for the acquisition of the property and the date of actual taking if the trier of facts finds that the diminution in value was proximately caused by the public project for which the property condemned is needed, or by announcements or acts of the plaintiff or its officials concerning the public project, and was beyond the reasonable control of the property owner.”

Source: Maryland Real Property Code Ann. §11-065(b).

## **Marketing Time and Exposure Period**

We believe the concluded market value for the subject property is consistent with an anticipated marketing time of 36 months or less and an exposure period of up to 36 Months or less.

## **User and Use/Function**

This appraisal was prepared for use by Morgan State University to provide the above intended users in value determination for purchase consideration.

## **Appraiser Competency**

No steps were necessary to meet the competency provisions established under USPAP. Please refer to the Appraiser Qualifications at the end of our report.

## **Scope of Work**

Based on conversations with the client and the intended use of the report, an Appraisal Report applying the Sales Comparison Approach to value was considered appropriate to produce a credible report.

As part of this appraisal, we completed a thorough investigation and analysis of the data considered pertinent to valuing the subject property. This report was prepared to conform to the requirements of the *Uniform Standards of Professional Appraisal Practice* (USPAP). The investigation included:

- an inspection of the site which did not include hiking interior sections;
- disclosure, analysis, reconciliation of all sales, agreements of sale, offers, options or listings of the subject property within three (3) years prior to the effective date of the appraisal report;
- analysis of the highest and best use;
- disclosure of tax assessments information, current and forecasted property taxes;
- the gathering of information on local market conditions, market trends, and comparable land sales;
- confirmation and analysis of the data including conversation with the real estate broker and other area brokers, including the application of the Sales Comparison Approach.
- The buyer accompanied the appraiser on the site inspection.

This Appraisal Report Appraisal Report is a brief recapitulation of data and analysis with additional information retained in the appraisers' file. Barry Colen inspected the property site and prepared this report.

The elements of the scope of work are contained in the table below:

### **Sources of Information**

Market information was obtained from a number of sources including but not limited to the following:

**Information Not Available:**

- Proprietary database
- Baltimore City records
- MLS
- Interviews with active real estate professionals and municipality officers, if applicable
- Site To Do Business for demographics and FEMA for flood plain information
- Brokerage company reports, if applicable
- Public Record, Market Participants and Municipality Officials, if available
- Assume all pertinent information was available or supplied to the appraiser by listing agent, client and/or available through the public record.

**Exclusion(s):**

- This appraisal has been undertaken to consider the subject site value, as if build ready. It is outside of the 'scope of work' to consider alternative land uses, a more in-depth highest and best use and a peer case study which would inform an in-depth highest and best use recommendation based on current legal, physically possible, financially feasible and most profitable.

## **Appraisal Process**

Thus far, we have briefly identified the subject property and the nature of this assignment. In the sections that follow, we will describe and analyze the data considered most relevant to this assignment. This will include a discussion of area, neighborhood and market characteristics and trends, a more detailed description of the subject property, and our conclusions regarding the subject's highest and best use. These sections form the framework for selecting the appropriate valuation methods for the subject.

The cost, sales comparison, and income approaches were all considered in estimating the market value of the subject property. However, because the subject is a vacant tract and similar tracts are not typically income producing, the cost and income capitalization approaches were concluded to be inapplicable. For this reason, only the sales comparison approach was used in this report.

The sales comparison approach is most applicable in an active market in which a number of similar properties have recently sold. The appraiser gathers data on sales of comparable properties and analyzes the nature and conditions of each sale, making logical adjustments for dissimilar characteristics. Typically, a common denominator, or unit of comparison is found such as price per square foot or price per acre.

## Regional and Market Area Analysis

### Regional Map



### Overview

The subject property is located in the Clifton Park neighborhood of Baltimore City, one of 23 counties and one city in the State of Maryland which is in the Mid-Atlantic Region of the United States. Baltimore is the most populous city in the U.S. state of Maryland, as well as the 30th most populous city in the United States, with an estimated population of 593,490 in 2019.

Baltimore is located about 40 miles northeast of Washington DC making it a principal city in the Washington-Baltimore combined statistical area (CSA) and the fourth largest CSA in the nation with a 2018 calculated population of 9,797,063. Approximately 2.8 million people live in Baltimore and its surrounding region.

Baltimore, the largest independent city in the country, is centrally located in the Mid-Atlantic region with easy access via highways, port, rail, and air travel, which makes the city highly attractive to both residents and businesses. Baltimore has six key industry sectors that present further growth opportunities – financial and professional services, health and bioscience technology, culture and tourism, information and creative services, logistics, and advanced manufacturing and the private sector generates \$36.7 billion in economic output. Major businesses located in the city include Under Armour, Pandora Americas, Legg Mason, Exelon, and Morgan Stanley.

**Baltimore City** is officially divided into nine geographical regions: North, Northeast, East, Southeast, South, Southwest, West, Northwest, and Central and has 225 individual neighborhoods.

The subject properties Clifton Park neighborhood is located between the Coldstream-Homestead-Montebello and Waverly neighborhoods to the west and the Belair-Edison, Lauraville Hamilton communities to the north in the northeast section of Baltimore, Maryland U.S.A. It is bordered by Erdman Avenue (Route 151) to the northeast, Sinclair Lane to the south, Harford Road (Route 147) the northwest and Belair Road (US Route 1) to the southeast. The subject property most recently housed the Lake Clifton High School (in disrepair) and adjoins the Clifton Park Golf Course. The most famous previous landowner was Johns Hopkins (1838-1894).

Even before the city purchased the old Hopkins estate from the Johns Hopkins University Board of Trustees, a portion of the land was used for development of a reservoir for the area's municipal water supply system. Called **Lake Clifton**, the 30 acre reservoir was 30 feet deep and had a capacity of 265 million gallons of water when it was completed and put into service on December 27, 1888.

Related to the reservoir's operation, the Clifton Park Valve House was completed in 1887 to regulate the flow of water into adjacent Lake Clifton. The valve house is an 8-sided distinctive stone structure with a cone tile roof and stained-glass windows. It had eight valves controlling water entering through a large tunnel. Although the valve house still stands, it is in a dilapidated condition and the stained-glass windows were destroyed by vandals sometime in the 1970s.

### **Transportation**

Baltimore's highway growth has done much to influence the development of the city and its suburbs. The Interstate highways serving Baltimore are I-70, I-83 (the Jones Falls Expressway), I-95, I-395, I-695 (the Baltimore Beltway), I-795 (the Northwest Expressway), I-895 (the Harbor Tunnel Thruway), and I-97. The city's mainline Interstate highways—I-95, I-83, and I-70—do not directly connect to each other, and in the case of I-70 end at a park and ride lot just inside the city limits.

Public transit in Baltimore is mostly provided by the Maryland Transit Administration (abbreviated "MTA Maryland") and Charm City Circulator. MTA Maryland operates a comprehensive bus network, including many local, express, and commuter buses, a light rail network connecting Hunt Valley in the north to BWI Airport and Cromwell (Glen Burnie) in the south, and a subway line between Owings Mills and Johns Hopkins Hospital.

Baltimore is served by two airports, both operated by the Maryland Aviation Administration, which is part of the Maryland Department of Transportation. Baltimore–Washington International Thurgood Marshall Airport, generally known as "BWI," lies about 10 miles to the south of Baltimore in neighboring Anne Arundel County. Baltimore is also served by Martin State Airport, a general aviation facility, to the northeast in Baltimore County.

## Port of Baltimore

The Port of Baltimore and Foreign-Trade Zone #74 (FTZ) are also significant economic engines for the region. The Port of Baltimore is the number one roll-on/roll-off port in the U.S., and FTZ #74 is a non-contiguous duty-free area with more than 1,200 acres. These assets provide great benefits for conducting business globally

## Baltimore City Employment by Industry

MAJOR EMPLOYERS <sup>6,7</sup> (2018-2019)		
Employer	Product/Service	Employment
Johns Hopkins Hospital & Health System*	Medical services	20,485
Johns Hopkins University	Higher education	18,600
University of Maryland Medical System*	Medical services	11,450
Univ. System of Maryland**	Higher education	8,965
MedStar Health*	Medical services	6,175
LifeBridge Health*	Medical services	5,315
Amazon.com	Fulfillment center	4,500
Mercy Health Services	Medical services	4,030
St. Agnes HealthCare	Medical services	3,265
Exelon	Energy products, svcs.	2,950
Kennedy Krieger Institute	Health services	2,600
Maryland Inst. College of Art	Higher education	2,140
Veterans Health Admin.*+	Medical services	2,060
FutureCare	Nursing care	1,710
Morgan State University	Higher education	1,700
U.S. Social Security Admin.+	Income security prog.	1,600
H&S Bakery	Commercial food prods.	1,575
Under Armour	HQ / athletic apparel	1,575
Broadway Services	Support services mgmt.	1,540
Horseshoe Casino	Casino gaming	1,360
Loyola University Maryland	Higher education	1,360
T. Rowe Price Group	HQ / financial services	1,300

Excludes post offices, state and local governments, national retail and national foodservice; includes higher education  
 \* Includes multiple facilities  
 \*\* Includes UMB, UB and Coppin State University  
 + Employee counts for federal and military facilities exclude contractors to the extent possible; embedded contractors may be included

**Employment** by Industry chart:

EMPLOYMENT <sup>4</sup> (2018, BY PLACE OF WORK)				
Industry	Estab-lishments	Annual Avg. Empl.	Emp. %	Avg. Wkly. Wage
Federal government	78	10,595	3.1	\$1,678
State government	123	34,198	9.9	1,254
Local government	220	23,883	6.9	1,225
Private sector	13,275	275,293	80.0	1,253
Natl. resources and mining	4	8	0.0	639
Construction	762	11,068	3.2	1,314
Manufacturing	430	10,806	3.1	1,176
Trade, transportation and utilities	2,772	41,374	12.0	1,055
Information	206	4,234	1.2	1,799
Financial activities	1,275	16,267	4.7	2,928
Professional and business services	2,660	47,510	13.8	1,284
Education and health services	1,773	103,829	30.2	1,267
Leisure and hospitality	1,753	29,547	8.6	595
Other services	1,633	10,647	3.1	815
<b>Total</b>	<b>13,969</b>	<b>343,970</b>	<b>100.0</b>	<b>1,264</b>

Includes civilian employment only

According to the most recent labor market information, the unemployment rate in Baltimore City was 8.5%, and in adjoining Baltimore County was 6.3% in November 2020. This compares with a November 2020 unadjusted rate of 6.8 % for Maryland and 6.7% for the nation during the same period.

**Population**

As of 2020 the Baltimore City population was 609,422 and is projected to decrease 0.34% per annum between 2020-2025.

## Area Population Chart:

POPULATION <sup>2,3</sup>				
	Baltimore City		Baltimore Metro*	Maryland
	Households	Population		
2000	257,996	651,154	2,552,994	5,296,486
2010	249,903	620,961	2,710,489	5,773,552
2020**	254,259	616,300	2,851,100	6,141,900

\*Baltimore City, Anne Arundel, Baltimore, Carroll, Harford, Howard and Queen Anne's counties  
\*\*Projections

Baltimore City residents have a high school graduation rate of 84.2% and the bachelor's degree or higher is 30.4%.

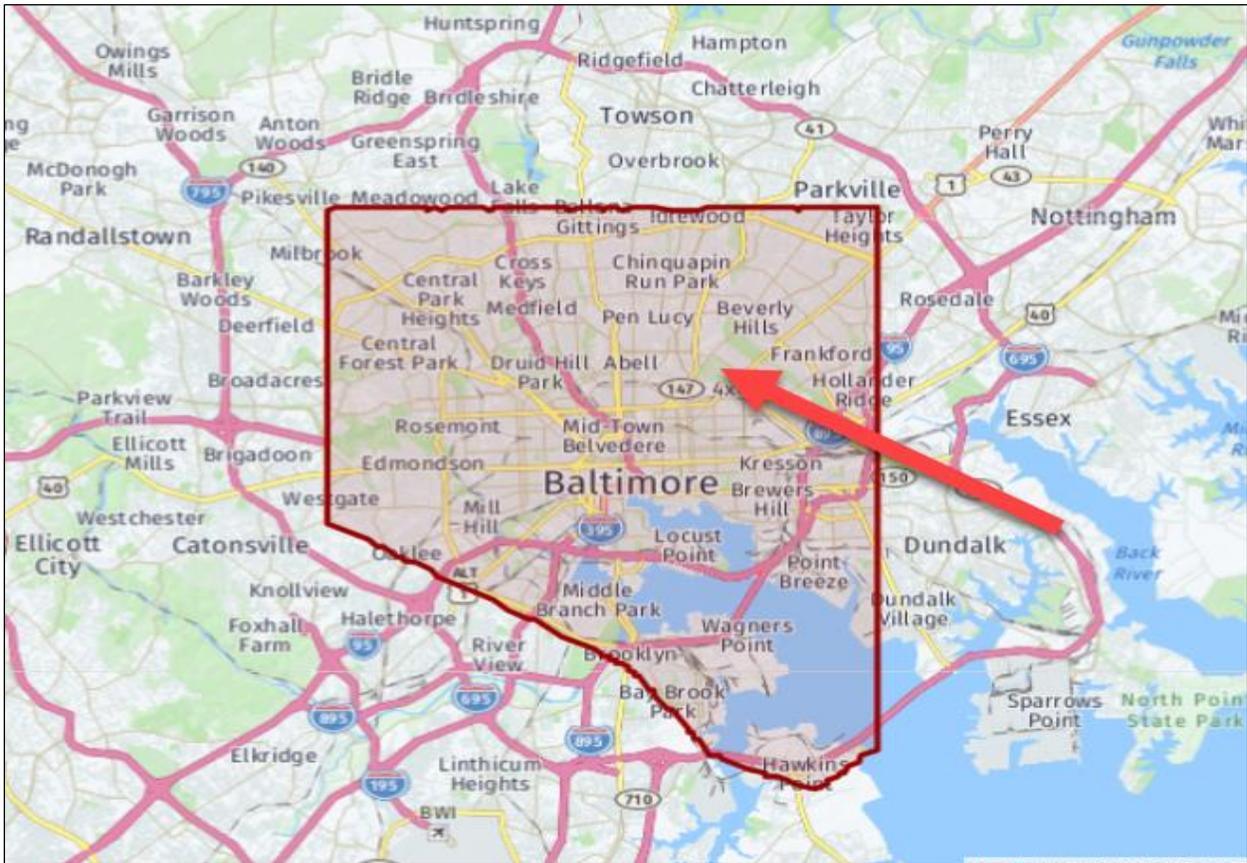
According to MD Home Town Locator and Site to Do Business, local and national real estate database(s), Baltimore City's average household income is \$78,175 and is projected to rise 0.87% per annum over the next five years while the state has an average household income of \$115,723, one of the highest in the US.

## Conclusion

**Baltimore City's** central location in the Mid-Atlantic region with easy access via highways, port, rail and air travel, strategic location, strong and diverse employment base (pre-pandemic), positive quality of life and setting makes the city highly attractive to both residents and businesses.

# Baltimore City and Neighborhood Analysis

## Area Map



## **Clifton Park**

Clifton Park is in northeastern Baltimore City , bordered to the east by Belair Edison and north by Broadway East, south of Arcadia and Beverly Hills and west of Mayfield Montebello and Coldstream Homestead and Montebello.

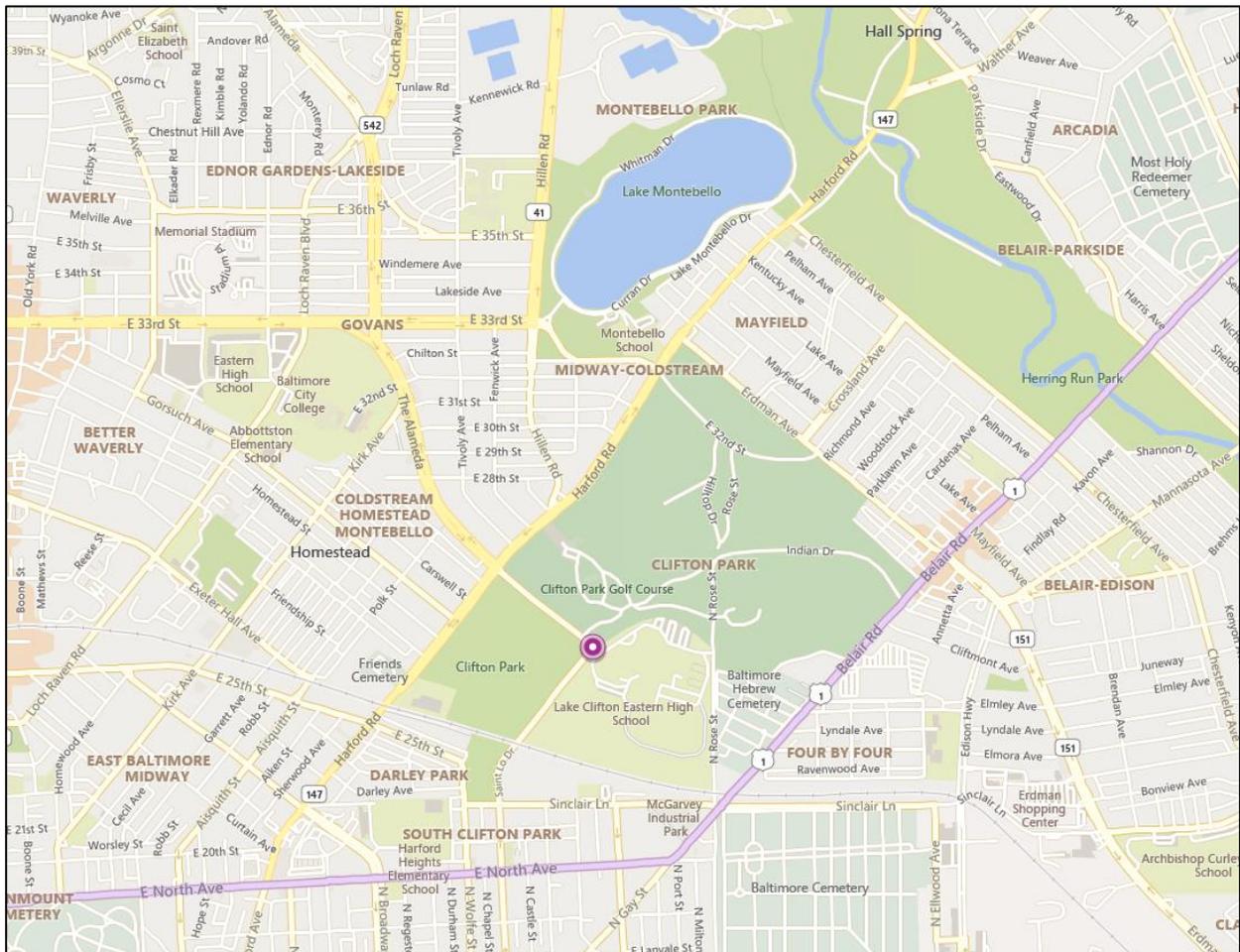
The land on which Clifton Park sits was once farmland. Built around 1803, the home was originally the summer residence of Capt. Henry Thompson, (1774-1837). Born in Sheffield, England, he came to Baltimore around 1794, and soon became a prominent figure in the newly emerging city as a merchant, financier, and company director. In 1838, Clifton was bought by local merchant, financier, and philanthropist Johns Hopkins (1795-1873), for his estate and was later developed with a nearby lake and a large sculpture collection. A portion of the land was also used for development of a reservoir for the area's municipal water supply system.

In 1894, Johns Hopkins University sold its unused "Clifton" estate to Baltimore City for use as a park in the city's northeast section, adding to the city's growing parks system. The lake was drained in the late 1960s and in 1968-1970 the 470,769+/- square foot Lake Clifton High School complex was built on 10-acres of the site. Several other Baltimore City Public School programs were also located at this complex. Another part of the estate has been a municipal golf course since 1915 and the old Clifton Mansion was used as the course's pro shop for many years, along with offices for the Baltimore City Department of Recreation and Parks. In 2019, the Clifton Mansion was renovated and is now used as the headquarters of a local service-based nonprofit, Civic Works. Clifton Park is also home to "Real Food Farm", a 6-acre urban sustainable farm managed by Civic Works, Inc. that was started in 2009.

There is a current zip code population of 30,407 with 14,112 housing units, 45.5% owner-occupied, 31.5% renter occupied a vacancy rate of 23.0 %, a median home value of \$101,751 and an average household income of \$53,811 as of July 1, 2020.

## Road Map

## Neighborhood Map



## Conclusion

Clifton Park has been owned by private historic Baltimore area figures as Johns Hopkins and Henry Thompson, has served as a city reservoir, first and ongoing public golf course and municipal and educational use area. The potential buyer is considering a continuation of educationally related usage.

## *Property Data*

### **Site Description**

A site survey, flood map, and zoning map are included at the end of this section.

### **Identification**

**Location** 2801 Saint Lo Drive,  
Map 8, Section 1, Block 4199, Lot 9 in  
Baltimore City, Maryland 21213

**Legal Description** Map 8, Section 1, Block 4199, Lot 9

### **Physical Features**

**Improvements** None  
**Size** 44.11800 acres  
**Configuration** Triangular  
**Topography** Minimal Slope (160'-225')

**Soil Type** Primary Soil Types include Udorthents loamy (15%- 60% slope), Urban land  
**Drainage** (0%-15% slope), Beltsville-Urban land complex (0%-8%), Udorthents loamy very deep (0%-8% and 15%-60%) and Joppa gravelly loam and Leonardtown silt loam.

### **Flood Plain**

**In Flood Plain?** No  
**Flood Map #** 2400870012E  
**Date of Flood Map** 02/02/2012  
**Flood Zone** No  
**Flood Description** X

### **Utilities**

On site.

### **Ground Stability**

We were not provided with a soil report. We assume that the load bearing capacity of the soil is sufficient to support potential development and related septic system. We did not observe any evidence to the contrary during our physical inspection of the property.

### **Additional Site Information**

None Noted

### **Streets, Access, Front**

**Access** Direct from Saint Lo Drive

**Front Access** 1,170' on Saint Lo Drive

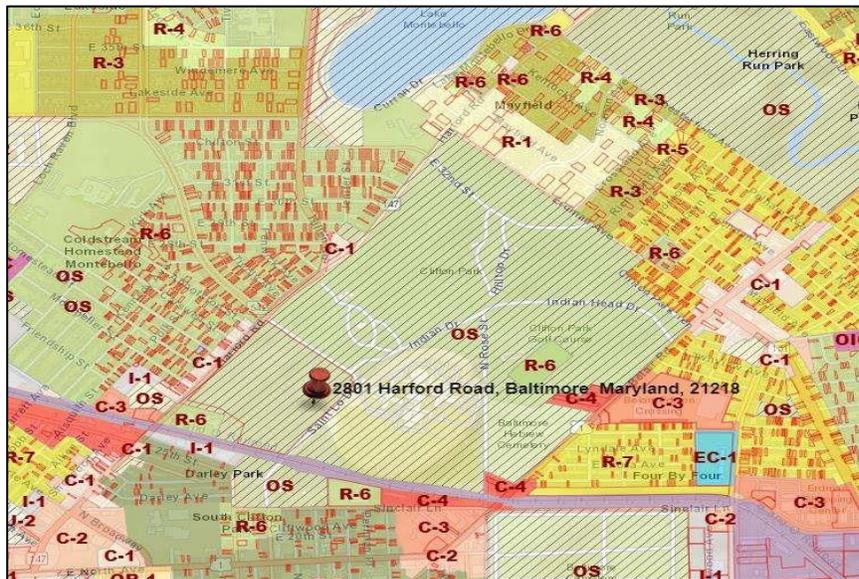
**Description** Paved Roadway  
**Paving** Saint Lo Drive  
**Curbs/Gutters** None, typical, after restoration of land to build ready  
**Sidewalks** None, typical, after restoration of land to build ready  
**Lanes** None noted  
**Direction of Traffic** North-South and East-West  
**Visibility** Average

**Legal**

**Zoning** OS  
**Permitted Uses** Commercial and Residential  
**Conformance** No livable improvements/ after restoration of land to build ready  
**Easements, Encumbrances, Moratoriums** We were not provided a current title report to review. we recommend a title search be completed to determine whether any adverse conditions exist  
**Encroachments** We were not provided an ALTA survey. However, an exterior only inspection of the site revealed no apparent encroachment(s).

**Note** Nothing additional

**Subject Zoning Map – OS**



# Flood Plain Map-X



## Subject Property Photos



## Improvement Description

The subject site is considered to be unimproved vacant land (after demolition). See improvement information in Addendum. There are considered to be no functionally usable improvements and thus the improvements section has not been developed.

# Zoning District Regulations for Baltimore City, MD

## Open-Space District (OS)

### Purpose

The purpose of the Open-Space (“OS”) Zoning District is to enhance the quality of life for City residents by permanently preserving public open space as an important public asset and critical environmental infrastructure.

### Permitted and Conditional Uses (Table 7-202)

ZONING		ART. 32, TBL 7-202
<b>TABLE 7-202: OPEN-SPACE DISTRICTS – PERMITTED AND CONDITIONAL USES</b>		
USES	DISTRICTS	USE STANDARDS
	<b>OS</b>	
<b>RESIDENTIAL</b>		
Dwelling: Caretaker's	P	
<b>INSTITUTIONAL</b>		
Cultural Facility	CB	Per 14-308
Government Facility	P	
<b>OPEN-SPACE</b>		
Cemetery	CB	
Community-Managed Open-Space Farm	CB	Per 14-307
Community-Managed Open-Space Garden	P	Per 14-307
Fishing Pier	CB	
Forest and Nature Preserve	P	
Horse Stable	CB	
Marina: Recreational	CB	Per 14-323
Park or Playground	P	
Urban Agriculture	CB	Per 14-339
Zoo	CB	
<b>COMMERCIAL</b>		
Country Club	CO	
Driving Range	CB	
Fairground	CB	
Golf Course	CB	
Recreation: Indoor	CB	Per 14-312
Recreation: Outdoor	P	Per 14-312
Restaurant (Within Publicly-Owned Park)	CO	

01/21/19

-417-

	<i>OS</i>	
<b>OTHER</b>		
Parking Garage (Accessory Use)	CO	
Parking Lot (Accessory Use)	CO	Per 14-331
Telecommunications Facility	CB	Per 14-338
Utilities	CB	Per 14-340
Wireless Communications Services <sup>1</sup>	CB, P	Per 14-338

<sup>1</sup> Only Wireless Communication Services that are modifications to – and do not substantially change the physical dimension of – an existing telecommunications facility, are considered permitted uses.

(Ord. 16-581; Ord. 17-015.)

**Bulk and Yard Regulations**

**TABLE 7-203: OPEN-SPACE DISTRICTS –  
BULK AND YARD REGULATIONS**

<b>CATEGORIES</b>	<b>SPECIFICATIONS (FOR ALL OS DISTRICTS)</b>
<b>MINIMUM LOT AREA</b>	
Cemetery	2 acres
All Other Uses	None
<b>MAXIMUM BUILDING HEIGHT</b>	
Principal Structure - Private	35 feet
Principal Structure - Public	50 feet
Accessory Structure – Private or Public	20 feet (but no more than 1 story)
<b>MINIMUM YARDS</b>	
Front Yard	20 feet
Interior-Side Yard	25 feet
Corner-Side Yard	20 feet
Rear Yard	25 feet

(Ord. 16-581; Ord. 17-015.)

## **Sustainable Growth & Agricultural Preservation Act of 2012 (AKA Septic Bill, SB 236)**

Four land use categories created to identify where all major residential subdivisions may be located & what type of sewerage system will serve them.

**Tier I**-currently served by public sewerage systems.

**Tier II**- planned to be served by public sewerage systems. Major subdivisions in this area must connect to the public sewer system.

**Tier III**- not planned to be served by public sewerage systems. Growth on septic systems can occur. Planning Commission must review and approve all proposed new major subdivisions via public hearing. Specifically, the commission will have to review them with respect to environmental impacts & adequate public facilities.

**Tier IV**-planned for preservation or dominated by agriculture or forest. Major residential subdivisions (more than 7 lots) are prohibited.

### **Conclusion**

The subject property site appears to be Tier I and II land use. The most current use is considered legal and conforming. The appraiser always recommends full verification of zoning and related issues as it applies to existing or proposed uses.

## ASSESSMENT AND TAX DATA

### Assessment Methodology

Maryland is the only state where the assessment process is centralized at the state level. Based on the assessment and tax rates set triennially the increases in value are phased in over a three-year period.

Triennial adjustments, or “trending,” of property values is typical in the Maryland area. Using that information, assessors then estimate the values of other properties in the same area to determine an assessed value. The assessment ratio for all properties in Maryland is 100%. A new sale could trigger a higher tax valuation, typically phased in over triennial period.

The market value developed is called full cash value. The current total tax rate for the subject property is \$0 per \$100 times the full cash value.

The tax rate is broken down as follows.

Baltimore City	\$2.2480
State of Maryland	<u>\$0.1120</u>
Total Tax Rate	\$2.3600

Assessments and rates are based on the previous year payable current year period. The tax rate for Baltimore City and the State of Maryland were \$2.3600 per \$100 of assessed value.

The chart below shows the most recent tax liability for the subject site:

Tax Charges	Taxable Value	Tax Rate	Amount
State of Maryland	Unknown	0.112000	\$0
Baltimore City	Unknown	2.2480	\$0
Total			\$0

The current value for taxes is within a reasonable range of the value estimated in this report. Therefore, no significant change in the appraised value of the to be vacant\* subject property site is anticipated. A sale of the property in the public sector might increase the assessment value and could increase the taxes to be paid.

## **Highest and Best Use as If Vacant**

### **Process**

The highest and best use of the property must be determined for both the subject site as though vacant, and for the property as currently improved (if applicable). The highest and best use must be:

1. Physically possible for the site.
2. Permitted under the zoning laws and deed restrictions that apply to the site.
3. Economically feasible.
4. The use which will produce the highest net return on investment (i.e. highest value) from among the possible, permissible, and economically feasible uses.

### **Highest and Best Use**

#### ***Physically Possible Use***

As detailed in the site description section, the site's physical characteristics should reasonably accommodate any physically possible use.

#### ***Legally Permissible Use***

Zoning codes, land use plans, easements, and private deed restrictions can often restrict permitted uses. No easements or private deed restrictions were in evidence.

Given prevailing land use patterns in the area, and recognizing the principle of conformity, mixed-use (retail or office and residential), residential or recreational use has been given further consideration in determining highest and best use of the site, as if vacant.

#### ***Financially Feasible Use***

Mixed use including educational, residential or recreational components.

#### ***Maximum Profitability***

Mixed use, including educational, residential and/or recreational are the only use(s) that meets the previous three tests. Accordingly, it is concluded to be maximally profitable, and the highest and best use of the site, as if vacant.

### **As Improved**

#### ***Physically Possible***

The site is physically suited for mixed-use including educational, residential and/or recreational.

#### ***Legally Permissible***

OS Open Space (See Zoning)

Given prevailing land use patterns in the area, and recognizing the principle of conformity, mixed use with educational, residential and/or recreational use has been given further consideration in determining highest and best use of the site, as if vacant.

The site is located, primarily in a municipal and residential area.

***Financially Feasible/Maximally Productive***

Essentially, the same market criteria that indicated the highest and best use of the site as vacant apply to the site as currently improved. It is our opinion that there is no alternative legal use as noted in the above legally permissible section. Therefore, the land as presently developed, as either municipal, commercial related to mixed use including residential and/or recreational use represents the property's highest and best use.

### **Statement of Highest and Best Use**

The most probable purchaser of the subject is a local municipality or educational facility that would be attracted to the type, size, class, and location of this current educational facility as evidenced by the most recent sales of OS zoned/comparable properties in this market. The timing would be now or in the near term and the use would be continuation of similar past area municipal (educational), residential and/or recreational use or a mixed use with similar components.

Note: All comparables utilized have a related highest and best use, either residential, special use or possibly recreational.

Market value implies an economic utility. The H&BU should/would reflect its most probable and maximally productive economic use.

## Market Analysis

### Overview

The subject's market area is defined by the general boundaries of Baltimore City.

### Land Market

Land values vary depending on location, size, permitted uses, and entitlement status. Based on the limited sales data in the marketplace, land values for similar use land currently ranged from about \$13,158 to over \$2,000,000 per acre (for very small parcels). This contrasts with commercial land values as noted below, source Baltimore City Market Profile Data (Chamber of Commerce) is contained in the below chart:

Market Profile Data (2018)	Low	High	Average
<b>Land – cost per square foot</b>			
Industrial	\$6.75	\$200.00	\$39.73
Office	NA	NA	NA
<b>Rental Rates – per square foot</b>			
Warehouse / Industrial	\$1.01	\$21.50	\$6.50
Flex / R&D / Technology	\$1.00	\$23.00	\$10.90
Class A Office	\$20.77	\$26.26	\$22.83

### Conclusion

The overall market area for vacant unimproved land noted reasonable activity and very wide priced differences depending on location and potential future use.

## **Appraisal Process**

Thus far, we have briefly identified the subject property and the nature of this assignment. In the sections that follow, we will describe and analyze the data considered most relevant to this assignment. This will include a discussion of area, neighborhood and market characteristics and trends, a more detailed description of the subject property, and our conclusions regarding the subject's highest and best use. These sections form the framework for selecting the appropriate valuation methods for the subject.

The cost, sales comparison, and income approaches were all considered in estimating the market value of the subject property. However, because the subject is a vacant tract and similar tracts are not typically income producing, the cost and income capitalization approaches were concluded to be inapplicable. For this reason, only the sales comparison approach was used in this report.

The sales comparison approach is most applicable in an active market in which a number of similar properties have recently sold. The appraiser gathers data on sales of comparable properties and analyzes the nature and conditions of each sale, making logical adjustments for dissimilar characteristics. Typically, a common denominator, or unit of comparison is found such as price per square foot or price per acre.

### **SALES COMPARISON APPROACH**

The Sales Comparison Approach utilizes sales of comparable properties (vacant land), adjusted for differences, to indicate a value for the subject property site. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per acre, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences with the final estimate derived based on the general comparisons.

The reliability of this approach is dependent upon (a) the availability of comparable sales data; (b) the verification of the sales data; (c) the degree of comparability; (d) the absence of atypical conditions affecting the sales price.

## SALES COMPARISON APPROACH

The Sales Comparison Approach, used in this appraisal report, provides an estimate of market value based on analyzing transactions of similar properties in the market area. The method is based on the proposition that an informed purchaser would pay no more for a property or land site than the cost of acquiring an existing one with the same utility. When there are an adequate number of sales of truly similar properties with sufficient information for comparison, a range of values for the subject property can be developed.

An investigation was made of vacant land sales and offerings of comparable site sales in the relative market area of the subject property. This approach is applicable when an active market provides sufficient quantity of reliable data that can be verified from authoritative sources. The sales summarized in the following page were selected as the most meaningful and relevant to the valuation of the subject. A map indicating the location of each comparable sale relative to the subject property is also presented below. The comparables are described in further detail in the following paragraphs.

Adjustments to the per unit sale prices of the comparable sites are made in recognition of their relative differences in terms of dates of sale, locational, and physical characteristic differences.

Various adjustments are applied to the comparable data in correlating it to the subject property site. An adjustment grid is presented below. It should be noted that the adjustment process is not intended to be a scientific approach in valuing the property but, rather, a clarification of the adjustment process. The mathematics do not control the final value conclusion, but they do provide guidance as to a range of value within which the value of the subject property would most likely fall.

The transactions cited in the analysis-closed escrow at various dates ranging from 2017 to 2020. There were several appropriate comparable active listings that were available for analysis, but appraiser considered only settled sales. Similarly, there were no failed transactions in the market. The comparables presented are the best available at the time of the appraisal.

The subject is, or will be a vacant, buildable site that is zoned OS and would include commercial (C, EC, OIC, OR, OS, R, TOD, R-MU and D-MU) and residential use components.

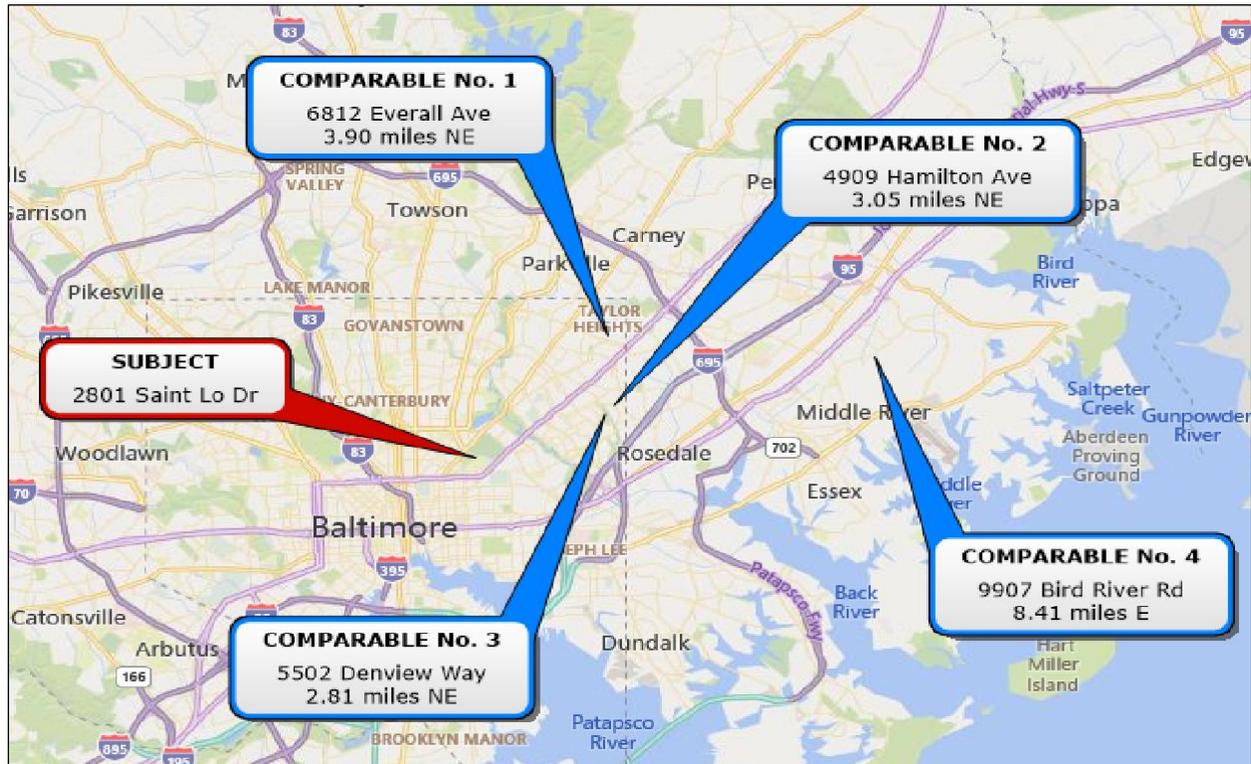
For purposes of analysis the appraiser has considered site area, location, identified tax identifiers, deed reference numbers, zoning, topography, current utilities presence or not, road frontage, access, and improvements.

Other adjustments considered include transactional and property adjustments (physical and economic characteristics). considered time of sale, individual site amenities or features and locational differences.

The charts below detail the four comparable sales utilized in this analysis, the comparable sales chart and the sales listing sheets for “as is”:

Comparable Land Sales 1-4					
Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	
Property Name	Baltimore City Property	Alsquare LLC Property	Windham Place LLC Property	Land Development Co LLC Property	Laubach Property
Address	2801 St Lo Drive	6812 Everall Avenue	4909 Hamilton Ave	5502 Denview Way	9907 Bird River Rd
City-Baltimore	21213	21206	21206	21206	21220
County	Baltimore City	Baltimore City	Baltimore City	Baltimore City	Baltimore
Former Use	Education	Multifamilies	Single Family or Townshes	Apartments	Church
Distance from subject	0.00	3.9 mi NE	3.05 mi NE	2.81 mi NE	8.41 mi E
MLS Number	None Noted	1002021760	1001165547	1003971265	1000116325
APN Number	08 014199009	27 045570D006	26 446072R001	26 446072N023	15 1512000801
Liber/Folio	None Noted	20727/459	19501/0001	20150/47	39641/423
Tax Map/Grid/Parcel/Lot	Map 52, Grid 5, Parcel 103	Map 27, Section 4, Block 5570D, Lot 6	Map 26, Section 44, Block 6072R, Lot 001	Map 26, Section 44, Block 6072N, Lot 023	Map 82, Grid 24, Parcel 197
Land Area SF	1,921,780	33,323	84,506	182,516	539,364
Land Area in Acres	44.118	0.765	1.940	4.190	12.382
GENERAL INFORMATION					
Sale Price	\$	\$49,900	\$174,000	\$250,000	\$490,000
Sale Date	Pending	Dec-18	Sep-17	May-18	Nov-17
Zoning	OS	R-3	R-5	R-5	OS
Site Area (+/- Acres)	44.118	0.77	1.94	4.19	12.38
Unit of Measure (\$/Acre)	N/A	\$65,229	\$89,691	\$59,666	\$39,573

The location map for the above settled site sales follows:



The next chart contained the settled site sales adjustment grid:

<b>Comparable Land Sales 1-4</b>					
	<b>Subject</b>	<b>Sale # 1</b>	<b>Sale # 2</b>	<b>Sale # 3</b>	<b>Sale # 4</b>
<b>Property Name</b>	Baltimore City Property	Alsquare LLC Property	Windham Place LLC Property	Land Development Co LLC Property	Laubach Property
<b>Address</b>	2801 St Lo Drive	6812 Everall Avenue	4909 Hamilton Ave	5502 Denview Way	9907 Bird River Rd
<b>Land Area in Acres</b>	44.118	0.765	1.940	4.190	12.382
<b>GENERAL INFORMATION</b>					
<b>Sale Price</b>	\$	\$49,900	\$174,000	\$250,000	\$490,000
<b>Sale Date</b>	Pending	Dec-18	Sep-17	May-18	Nov-17
<b>Zoning</b>	OS	R-3	R-5	R-5	OS
<b>Site Area (+/- Acres)</b>	44.118	0.77	1.94	4.19	12.38
<b>Unit of Measure (\$/Acre)</b>	N/A	\$65,229	\$89,691	\$59,666	\$39,573
<b>ELEMENTS OF COMPARISON</b>					
<b>TRANSACTION ADJUSTMENTS</b>					
<b>Property Rights Conveyed</b>	<i>Fee Simpl</i>	Fee Simple	Fee Simple	Fee Simple	Fee Simple
<b>Terms/Financing</b>	<i>na</i>	0.0%	0.0%	0.0%	0.0%
<b>Conditions of Sale</b>	<i>na</i>	0.0%	0.0%	0.0%	0.0%
<b>Time/Market Conditions</b>	<i>na</i>	0.0%	-10.0%	0.0%	-10.0%
<b>Expenditures After Sale</b>	<i>na</i>	0.0%	0.0%	0.0%	0.0%
<b>Adjusted Sales Price \$/Acre</b>		0.0%	-10.0%	0.0%	-10.0%
<b>PROPERTY ADJUSTMENTS</b>					
<b>Location</b>		Similar	Similar	Similar	Similar
		-5.0%	-5.0%	-5.0%	-5.0%
<b>Physical Characteristics</b>					
<b>Site (site area size)</b>	Differential Ratio Applied	-30%	-30%	-10%	-5%
<b>Topography/Slope</b>	Minimal	0%	0%	0%	0%
<b>Frontage/Access</b>	Average	0%	0%	0%	0%
<b>Perc'd/Utilities</b>	On or near site	0%	0%	0%	0%
<b>Improvement</b>	None (Teardowns in Exp abv)	0%	0%	0%	0%
<b>Easement or Other</b>	None	0%	0%	0%	0%
<b>Economic Characteristics</b>					
<b>Lease Terms (if applicable)</b>		0%	0%	0%	0%
<b>Development Rights</b>		0%	0%	0%	0%
<b>Use/(Zoning)</b>		0%	0%	0%	0%
<b>Nonrealty Components</b>		0%	0%	0%	0%
<b>Net Property Adjustments</b>		-35.00%	-45.00%	-15.00%	-20.00%
<b>Market Value Indication \$/sf</b>		\$42,399	\$49,330	\$50,716	\$31,659
Adjusted Settled Sales Range \$31,700/acre-\$51,000/acre, Median \$46,000/acre					
Compiled by Barry Colen, SRA and Certified General Appraiser					

The four settled sales listing sheets follow:

# LAND SALE 1



Transaction			
<b>Property ID</b>	Saint Lo Drive 1	<b>Sale Date</b>	12/14/2018
<b>Name</b>	Alsquare LLC Property	<b>Sale Price</b>	\$49,900
<b>Address</b>	6812 Everall Avenue	<b>Price per Acre</b>	\$65,229
<b>City</b>	Baltimore	<b>Sale Status</b>	Recorded
<b>State</b>	Maryland 21206	<b>Sale Conditions</b>	None
<b>Seller</b>	Park & Menlo, LLC	<b>Rights Conveyed</b>	Fee Simple
<b>Buyer</b>	Alsquare LLC	<b>Days on Market</b>	96
<b>Book/Page</b>	20727/459	<b>Confirmed With</b>	MLS, Public Record
<b>Tax Map/Grid/Parcel</b>	Map 27, Block 5570D, Lot 006	<b>Other</b>	None Noted

Site			
<b>Land Acres</b>	0.765	<b>Topography</b>	Level
<b>Land Sq Ft</b>	33,323	<b>Zoning</b>	R-3
<b>Shape</b>	Square-Shaped	<b>Encumbrances</b>	None Noted
<b>Utilities</b>	On or Near Site	<b>Environ. Issues</b>	None Noted

### Remarks

This comparable sale, MLS#1002021760 was sold on 12/14/2018 for \$49,900 or \$65,229/acre. This was a corner located, multiple lot with frontage on two streets and possible 4 lot subdivision, on site access to public water and sewer. Most typical use would be residential.

A downward adjustment was indicated for superior location (based on demographics) and site size differential adjustment. No other adjustments were indicated.

## LAND SALE 2



Transaction			
<b>Property ID</b>	Saint Lo Drive 2	<b>Sale Date</b>	03/08/2019
<b>Name</b>	Windham Place Property	<b>Sale Price</b>	\$174,000
<b>Address</b>	4909 Hamilton Avenue	<b>Price per Acre</b>	\$89,691
<b>City</b>	Baltimore City	<b>Sale Status</b>	Recorded
<b>State</b>	Maryland 21206	<b>Sale Conditions</b>	None
<b>Seller</b>	Bethlehem Evangelical Lutheran	<b>Rights Conveyed</b>	Fee Simple
<b>Buyer</b>	Windham Place LLC	<b>Days on Market</b>	334
<b>Book/Page</b>	19501/0001	<b>Confirmed With</b>	MLS, Public Record
<b>Tax Map/Grid/Parcel</b>	Map 26, Block 6072R, Lot 001	<b>Other</b>	None Noted

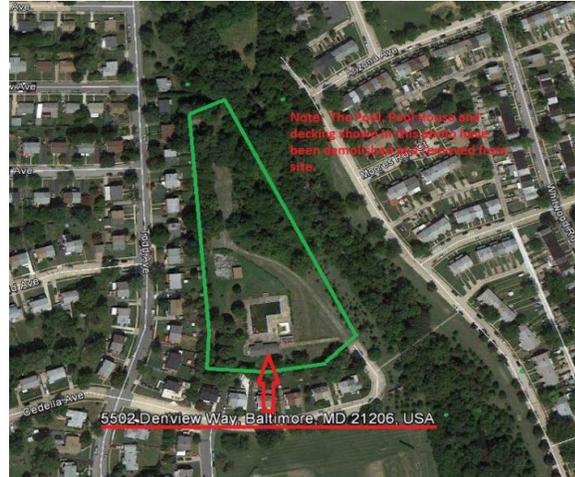
Site			
<b>Land Acres</b>	1.940	<b>Topography</b>	Level Slope
<b>Land Sq Ft</b>	84,506	<b>Zoning</b>	R-5
<b>Shape</b>	Rectangular	<b>Encumbrances</b>	None Noted
<b>Utilities</b>	On or near site	<b>Environ. Issues</b>	None Noted

### Remarks

This comparable sale, MLS#1001165547, a corner lot, was sold 09/07/2017 for \$174,000 or \$89,691/acre. The site is a level 1.94-acre site and zoning allow single-family dwelling(s) and/or townhomes. Most typical use would be residential or recreational.

A downward adjustment was indicated for a time of sale adjustment, and also downward adjustments were indicated for superior location (based on demographics) and site size differential adjustment. No other adjustments were indicated.

## LAND SALE 3



Transaction			
<b>Property ID</b>	Saint Lo Drive 3	<b>Sale Date</b>	05/08/2018
<b>Name</b>	Land Development Co LLC	<b>Sale Price</b>	\$250,000
<b>Address</b>	5502 Denview Way	<b>Price per Acre</b>	\$59,666
<b>City</b>	Baltimore City	<b>Sale Status</b>	Recorded
<b>State</b>	Maryland 21206	<b>Sale Conditions</b>	None
<b>Seller</b>	Northstar RE Holdings	<b>Rights Conveyed</b>	Fee Simple
<b>Buyer</b>	Land Development Company LLC	<b>Days on Market</b>	183
<b>Book/Page</b>	20150/47	<b>Confirmed With</b>	MLS, Public Record
<b>Tax Map/Grid/Parcel</b>	Map 26, Block 6072N, Lot 023	<b>Other</b>	None Noted

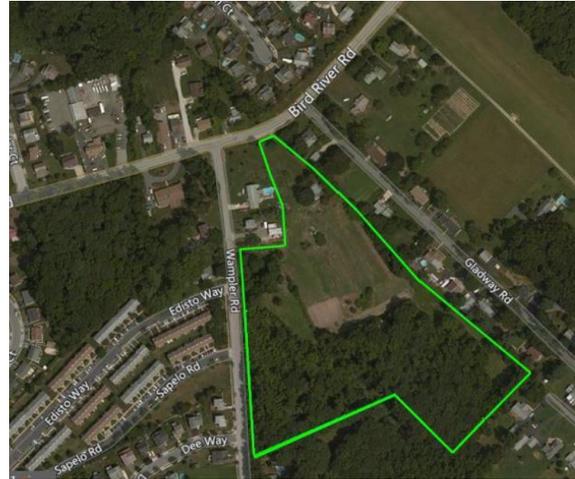
Site			
<b>Land Acres</b>	4.19	<b>Topography</b>	Similar, Level
<b>Land Sq Ft</b>	182,516	<b>Zoning</b>	R-5
<b>Shape</b>	Irregular	<b>Encumbrances</b>	None Noted
<b>Utilities</b>	On site	<b>Environ. Issues</b>	None Noted

### Remarks

This comparable sale, MLS#1003971265 was sold on 05/08/2018 for \$250,000 or \$59,666/acre. The land is R-5 zoning and allows multiple-family and detached single family residences with a minimum lot area per dwelling unit of 2,500 sf and the property should yield 73 units. It is next to a park and ball fields and has public water and public sewer.

A downward adjustment was indicated for superior location (based on demographics) and site size differential adjustment. No other adjustments were indicated.

## LAND SALE 4



		Transaction	
<b>Property ID</b>	Saint Lo Drive 4	<b>Sale Date</b>	11/01/2017
<b>Name</b>	Laubach Property	<b>Sale Price</b>	\$490,000
<b>Address</b>	9907 Bird River Road	<b>Price per Acre</b>	\$39,573
<b>City</b>	Baltimore (Middle River)	<b>Sale Status</b>	Recorded
<b>State</b>	Maryland 21220	<b>Sale Conditions</b>	None
<b>Seller</b>	Baltimore County	<b>Rights Conveyed</b>	Fee Simple
<b>Buyer</b>	George F Laubach, Jr	<b>Days on Market</b>	119
<b>Book/Page</b>	39641/423	<b>Confirmed With</b>	MLS, Public Record
<b>Tax Map/Grid/Parcel</b>	Map 82, Grid 24, Parcel 197	<b>Other</b>	None Noted

		Site	
<b>Land Acres</b>	12.382	<b>Topography</b>	Similar, Level
<b>Land Sq Ft</b>	539,364	<b>Zoning</b>	DR2 and OS (per Deed of Trust)
<b>Shape</b>	Irregular	<b>Encumbrances</b>	None Noted
<b>Utilities</b>	On site	<b>Environ. Issues</b>	None Noted

**Remarks**

This comparable sale, MLS#1000116325 was sold on 11/01/2017 for \$490,000 or \$39,573/acre. The land sale was for a church building site in the White Marsh extended corridor. Zoning permit house of worship, single-family, duplex, or semi-detached by right. There is public water and sewer and a partially renovated 3-bedroom home that could function as a parsonage. Most typical use would be commercial (specialty) and/or residential.

A downward adjustment was indicated for a time of sale adjustment, a downward adjustment and was also indicated for superior location (based on demographics) and site size differential adjustment. No other adjustments were indicated.

## Regression Analysis

**Regression analysis** mathematically describes the relationship between independent variables and the dependent variable. It also allows **you** to predict the **mean** value of the dependent variable when **you** specify values for the independent variables.

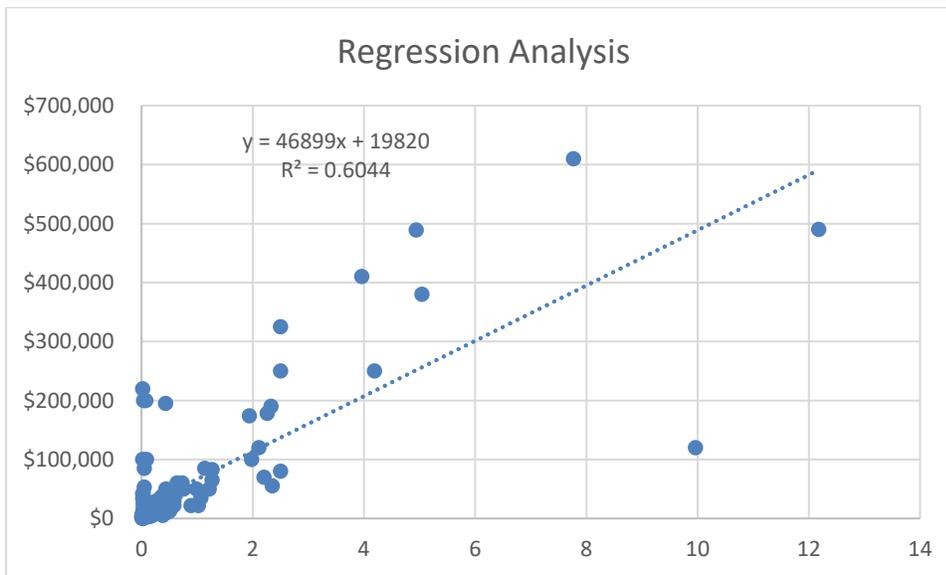
The sign of a regression coefficient tells you whether there is a positive or negative correlation between each independent variable. A positive coefficient indicates that as the value of the independent variable (price) increases then the mean of the dependent variable also tends to increase. A negative coefficient suggests that as the independent variable (size) increases, the dependent variable tends to decrease.

The coefficient value signifies how much the mean of the dependent variable changes given a one-unit shift in the independent variable while holding other variables in the model constant. This property of holding the other variables constant is crucial because it allows you to assess the effect of each variable in isolation from the others.

In this case we have used as linear slope which uses a fitted line plot and graph's the relationship between price and size before accounting for differences in transaction and property variables.

The appraiser considered all 139 Baltimore City land sales from 2016-2020.

**The regression chart follows:**



**Market Approach Reconciliation Value Indicator:**

The adjusted range of the comparable site sales is \$32,000 to \$51,000 per acre of site area with a median of \$46,000 per acre of site area. Equal weight was given to all sales and was further confirmed by the regression model noted above.

The assessor’s office indicated approximately \$128,000/acre for the subject property. This value appeared to be above market value.

<b>Adjusted Price Indications</b>	<b>Unadjusted</b>	<b>Adjusted</b>
<b>Minimum Adjusted Price/Acre</b>	\$40,000	\$32,000
<b>Maximum Adjusted Price/Acre</b>	\$90,000	\$51,000
<b>Average Adjusted Price/Acre</b>	\$62,000	\$46,000

A final value indicator at the median, rounded or \$46,000 per acre, is appropriate. The value via this methodology is:

$$44.118\text{-acre} \times \$46,000 = \$2,029,428$$

$$\text{Rounded} = \$2,030,000 \text{ (next \$1,000)}$$

$$\text{Range from } \$32,000/\text{acre to } \$51,000/\text{acre}$$

***Value Conclusion by the Sales Approach “As Is”***

The opinion of fair market value for the subject property site “as is”, by the Sales Approach, as of November 6, 2020, is:

**TWO MILLION AND THIRTY THOUSAND DOLLARS**

**(\$2,030,000)**

## **Photos**

All photos in this report, outside of the subject property, are sourced from both the MLS system and/or live photos taken at the time of the appraisal inspection. The most accurate depiction of the properties, either at the time of sale, and/or inspection have been used in the comparable sales consideration.

## **Elements of Comparison -- Related to the Transaction**

We have evaluated the comparable land sales and considered adjustments to the sales for various elements of comparison to arrive at a [fair] market value conclusion for the subject. The elements of comparison are the characteristics of property and transactions that cause the prices paid for the real estate to vary. We have taken into consideration the reasonable differences between the comparable properties and the subject that could affect the value. Adjustments for differences are made to the price of each comparable property to make the comparable equal in terms of elements of analysis as related to the subject property as of the effective date of value. The unit of comparison used in this analysis is the overall price paid and is further quantified as dollars per acre. A quantitative analysis of the dissimilarities of the comparables was considered in my analysis and a value was derived.

In evaluating the comparable sales, as noted above, we selected price per acre as the primary unit of comparison, although price per acre is also utilized. Both units of comparison are used for this type of (smaller) acreage property in the marketplace.

## ***Property Rights Conveyed***

When real property rights are sold, they may be the sole subject of the contract or the contract may include other rights, less than all of the real property rights, or even another property. Before the price of a comparable sale can be used, the property rights being conveyed in the comparable sale must be analyzed to determine if they are similar to the subject property. If property rights are different an adjustment may be required.

The subject and all the site comparables are of the fee simple estate. No adjustments were deemed necessary for this factor.

## ***Terms/Financing***

The transaction price of one property may differ from that of an identical property due to different financing arrangements. For example, below market rates might be extended to individuals who have substantial bank accounts and are therefore especially credit worthy. Conversely, below market interest rates often result in higher sale prices. Financing adjustments are commonly used on sales in which the seller pays points or finances the loan at a rate that differs from the market rate.

No adjustments were necessary for financing.

## ***Conditions of Sale***

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations, the conditions of sale significantly affect transaction prices. Such conditions that may require an adjustment include seller duress, auction sale, foreclosure or short sale, non-arm's-length transactions, and assemblages.

The settled site sales were arm's-length transactions. No adjustments were necessary for conditions of sale.

***Expenditures after Sale (noted in sales adjustment grid)***

After purchase, there may be expected costs for the subject property. Indicated adjustments are reflected in the sales summary sheets above.

***Market Conditions (Time)***

Comparable sales that occurred under market conditions different from those applicable to the subject on the effective date of value require adjustment for any differences that affect their values. An adjustment for market conditions is made if general property values have appreciated or depreciated since the transaction dates due to inflation or deflation or a change in investors' perceptions of the market over time.

All site sales are 2017 and 2018 sales and time of adjustment, using trend data, was indicated.

***Location***

The subject and the majority comparable sales are in Baltimore City . Adjustments based on individual zip code public record data was used to determine locational adjustment ratios, if any were applicable.

***Physical Characteristics***

***Size (Site)***

Typically, larger sites tend to sell for lower unit prices, reflecting an inverse relationship between price and size. This has to do, in part, with the fact that there is a larger pool of potential purchasers for small(er) sites. We have concluded that this typical relationship applies to all settled site sales. We have also utilized regression analysis to determine these differentials. Ultimately, the overall differential is reflected in the final analysis, after reconciliation, opinion of value.

***Topography/Slope***

Topography for all sales were assumed to be somewhat similar and no adjustment was indicated.

***Frontage/Access***

All were assumed to have similar frontage/access and no adjustment was indicated.

***Critical Area***

None noted.

***Perc'd/Utilities***

All sales were assumed to have nearby or on-site access to utilities and no other adjustments were indicated.

**Improvement**

All site sales were vacant and potentially buildable site/land sales, and no adjustment was indicated.

**Easement**

There were no easements noted in any sales documentation. No adjustments were indicated.

**Economic Characteristics*****Lease Terms***

Not applicable.

***Development Rights***

Not applicable for the following reasons: all comparables utilized have similar highest and best use, either residential or possibly commercial and related.

***Use/ Zoning***

Zoning was assumed to be similar and no adjustments were indicated.

***Non-realty Components and Other***

No adjustments were necessary for non-realty and/or other components.

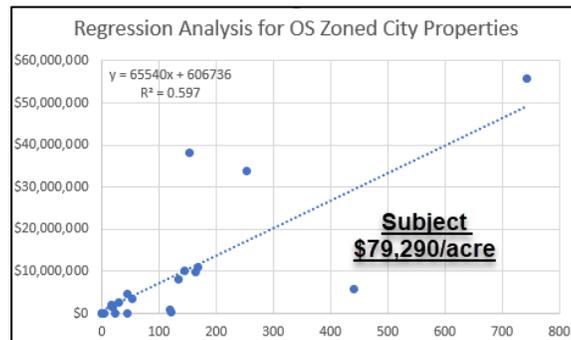
## Reconciliation and Land Value Conclusion

The Baltimore City planning and assessor office land value is noted at \$5,687,000 or \$128,904/acre and the improvement is noted at \$41,379,700 or \$87.90/sf (depreciated 61.14% by the assessor). The pending sale plan is to raze the improvement and bring the land back to a buildable lot. The appraisal scope of work was to value the land “ as is”.

The noted cost noted by demolition and environmental experts exceeds \$10,000,000.

### Baltimore City Assessor Office Data for Parks and Trails, all OS-zoned parkland and public space.

Baltimore City features more than 4,000 acres of OS-zoned parkland and public space. The chart below details pricing data, extrapolated from all available public records, considering approximately 2,700 of those 4,000 acres (68%). The subject property has similar zoning.



### Market Approach Reconciliation Value Indicator:

The adjusted range of the comparable site sales is \$32,000 to \$51,000 per acre of site area with a median of \$46,000 per acre of site area. Equal weight was given to all sales and was further confirmed by the regression model, which notes the higher end of value, noted above.

The assessor’s office value appeared to be above market value.

A final value indicator at the median, rounded or \$46,000 per acre, is appropriate. The value via this methodology is:

$$44.118\text{-acre} \times \$46,000 = \$2,029,428$$

$$\text{Rounded} = \$2,030,000 \text{ (next } \$1,000)$$

### Value Conclusion by the Sales Approach “As Is”

The opinion of fair market value for the subject property site “as is”, by the Sales Approach, as of November 6, 2020, is:

**TWO MILLION AND THIRTY THOUSAND DOLLARS**

**(\$2,030,000)**

## **ADDENDUM**

Qualifications of the Appraiser

Engagement Letter

Tax Assessment Data Sheet

Deed of Trust, none were available in public record

# Appraiser Qualifications

**BARRY L. COLEN**  
Office Number: (410) 653-3800  
[barry.appraiser@gmail.com](mailto:barry.appraiser@gmail.com)

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**OVERVIEW** Candidate for Designation, 2022-2024 (Seeking MAI and SRA, Demo Report Completed) Appraisal Institute, and multi-state Certified General Appraiser. Other education includes M.B.A. Certificate, M.A. Psychology, B.S. Public Health, A.A. Engineering Discipline. Property types appraised include(s) retail, office, industrial, multi-family, mixed-use, easements, farms, residential sub-division, lodging, religious facilities, assisted living facilities and thousands of residential properties. Prior positions include Real Estate Developer/General Contractor and Human Resource Management. Residential/Commercial Projects (projects to \$500MM).

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## PROFESSIONAL FIELD APPRAISER EXPERIENCE

<b>Independent Fee Appraiser (MD, DC, VA, PA, DE, and WV)</b>		<b>2005-Present</b>
<b>Independent Contractor- Commercial</b>		<b>2008-Present</b>
MARYLAND CERT GENERAL	400-27886	05/21/2021
DISTRICT OF COLUMBIA CERT GENERAL	GA12238	02/28/2022
VIRGINIA CERT GENERAL	4001-015409	03/31/2021
WEST VIRGINIA, PA AND DE		NOT CURRENT

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## RELATED EDUCATION (APPRAISAL INSTITUTE AND MARYLAND ASSOCIATION OF APPRAISERS-700+ CREDIT-HOURS)

Advanced Market Analysis and Highest and Best Use  
Advanced Income Capitalization  
Quantitative Analysis  
Advanced Concepts & Case Studies  
USPAP (Current)  
Condemnation  
Certified General Courses (300 Hours)  
Commercial and Residential Advanced Report Writing and Case Studies  
Shopping Center Analysis  
Statistics Modeling & Finance (four other related too)  
Advanced Spreadsheet Modeling for Valuation Applications  
Business Practices and Ethics  
MBA Coursework-  
Organizational Development  
Operations Management/Project Management  
Managerial Accounting  
Business Statistics  
Multiple Regression Analysis  
LEEDS, Six Sigma, OSHA

References available upon request.

Engagement Letter



Procurement and Property Control Department  
Washington Service Center – Room #107  
Baltimore, Maryland 21251-0001  
Phone: 443-885-3074 – Fax: 443-885-8368

**NOTICE TO PROCEED**

November 4, 2020

Barry L. Colen  
6 Ivory Crest Court  
Baltimore, Maryland 21209

RE: Project Title: Lake Clifton High School Property Appraisal  
Project ID No.: 21/PRO-0005-S  
Contract Amount: \$20,000

Dear Mr. Colen:

This letter is your authorization for the accomplishment of the work covered by the contract for the above referenced project. Enclosed is your copy of the fully executed Morgan State University agreement.

If you have any questions or concerns, please do not hesitate to contact me at 443-885-3074.

Sincerely,

Constantine Hill  
Commodities Manager

cc: Project File



Invoice to: **Morgan State University**  
**ACCOUNTS PAYABLE**  
 1700 East Cold Spring Lane  
 Baltimore, Maryland 21251-0001  
 Tel: 443-883-1057

OR  
 e-mail Invoice to: **msuap@morgan.edu**  
 Date: **11/03/20**

Vendor: **Colen, Barry L.**  
**8 Ivory Crest Court**  
**Baltimore MD 21200**

Ship To: **Receiving Person/Supervisor**  
**Washington Service Center**  
**Adm. Recy Dept. Ground**  
**1700 East Cold Spring Lane**

**DELIVER BY: 11/06/20**  
**DELIVERY: 8 a.m. - 4 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 443-385-1606 to make arrangements.**

**PURCHASE ORDER NO. P0019661**

**This purchase order number must appear on all invoices, packages, bills and correspondence.**

**CONDITIONS OF PURCHASE:**

1. In accepting this order, Vendor acknowledges and agrees to abide by the Purchase Order Terms and Conditions as set forth here and as set forth in further detail on the University's website <http://www.morgan.edu>. All of the Conditions of Purchase cited to here and on the website constitute important parts of Vendor's Agreement with the University and may materially affect Vendor's rights and obligations with respect to Vendor's transaction with the University. Vendor should review the Purchase Order Terms and Conditions and be sure Vendor understands those rights and obligations before accepting this purchase order.
2. Each shipping container or package shall be marked with the description and the quantity of the material contained therein. The Purchase Order Number and the Stock Number; A Packing Slip must accompany each shipment and the container or package containing the slip must be so identified.
3. FOB Destination. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein. Vendors must advise Common Carriers that Agencies of the State of Maryland are exempt from the Transportation Tax.
4. Invoices must reflect the date and method shipment was made, the purchase order number, the description as shown on the purchase order, the quantity shipped, the unit price and extensions, and the date of invoice. Invoice information that is not in accordance with that contained on the purchase order will not be processed for payment.

Item	Description	Quantity	Unit Price	Total
1	DEPARTMENT: DESIGN & CONSTRUCTION DEPT CONTACT: DAE YU (443-885-3519) PROJECT: DEFERRED MAINTENANCE (OPERATING) LAKE CLIFTON H.S. PROPERTY APPRAISAL VENDOR: BARRY COLEN POST: \$2,500.00 SIMPLIFIED PROCUREMENT  Lake Clifton HS Property Appraisal	1.00	EA	
			DISCOUNT:	.00
			ADDEL CHARGES:	.00
			TOTAL TAXES:	.00
			<b>PO Total</b>	

Articles herein are exempt from the Maryland Sales and Use Taxes by Exemption Certificate # 30062563.

Vendor: Please send acknowledgment of this order, and address all inquiries concerning this order, to the Purchasing Department, 1700 East Cold Spring Lane, Baltimore, MD 21251-0001  
 Telephone: No. 443-883-3074  
 FAX No. 443-883-8368  
 BUYER: Meade Banks

Morgan State University  
*Angletary Jones*  
 Purchasing Officer  
 11.4.2020

VENDOR COPY



**MORGAN STATE UNIVERSITY  
CONTRACT**

This Contract, made as of the **29th** day of **October 2020**, by and between MORGAN STATE UNIVERSITY (MSU), an agency of the State of Maryland, 1700 P. O. BOX D SPRING LANE, BALTIMORE, MARYLAND 21251, and the Contractor:

**Harry L. Colen  
6 Ivory Crest Court  
Baltimore, Maryland 21209**

The parties hereby agree as follows:

2. **Scope of Contract:** MSU hereby retains the Contractor to provide the following:  
The contractor is to provide appraisal services for the Lake Clifton High School property located at 2804 St Lo Drive, Baltimore, Maryland 21213. The appraisal report shall come due four (4) weeks from the issuance of the Notice to Proceed.
- 2.1 **Order of Precedence:** as follows: The Contract between the parties will be embodied in the Contract documents, which will consist of the following:
  - (a) MSU Contract;
  - (b) Vendors Quote dated October 19, 2020;
  - (c) Any other supporting documentation (University Site Description dated 10/7/2020)
3. **Contract Term:** The term of this Contract shall commence with the issuance of the Notice to Proceed and terminate four (4) weeks from that date.
4. **Compensation and Payment:**
  - (a) As compensation for satisfactory performance described in Paragraph 2 above, the University will pay the Contractor total compensation not to exceed **\$10,000** for services delivered in accordance with the documents attached and incorporated herein.
  - (b) The undersigned understands that no taxes will be withheld and that the Contractor is responsible for the payment of taxes.
  - (c) Invoices, vouchers or other written requests must be submitted with any necessary documents to substantiate requests for payment for services rendered as set forth in the attached documents.
  - (d) Social Security Number of the Contractor is 410-44-2750. If applicable, Federal Tax Identification Number of the Contractor is NA.
5. **Contract Modifications:** The Procurement Officer may, at any time, without notice to the sureties, if any order designated or indicated to be a change order, make any change in the work within the general scope of this Contract, including but not limited to changes.

Rev 4/2/18

1

- (a) In any specifications (including reports, drawings, and designs);
  - (b) In the method or manner of performance of the work;
  - (c) In any State furnished facilities, equipment, materials, services, or site; or
  - (d) Directing acceleration in the performance of the work.
6. **Non-Hiring of Employees:** No employee of MSU or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the party or parties hereby Contracting with MSU or any unit thereof.
7. **Disputes:** This Contract shall be subject to the provisions of the Morgan State University Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.
8. **Maryland Law Prevails:** The provision of this Contract shall be governed by the laws of Maryland.
9. **Non-Discrimination in Employment:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
10. **Contingent Fee Prohibition:** The Contractor warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this agreement and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
11. **Multi-Year Contracts:** If the General Assembly fails to appropriate funds or if funds are not otherwise available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract 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 University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
12. **Termination for Default:** If the Contractor fails to fulfill his/her obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, MSU may terminate the Contract by written notice to the Contractor. This notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and

services provided by the Contractor, shall, at MSU's option, become MSU's property. MSU shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable for termination and MSU can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of MORGAN STATE UNIVERSITY Procurement Policies and Procedures.

13. Termination for Convenience: The performance of work under this Contract may be terminated by MSU in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of MSU. MSU will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with the termination of the Contract. However, the Contractor shall not be reimbursed for anticipatory profits that have not been earned up to the date of termination. It is understood that this Contract may be terminated for the convenience of MSU or for performance by the Contractor deemed by MSU to be unsatisfactory. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of MORGAN STATE UNIVERSITY Procurement Policies and Procedures.
14. Delays and Extensions of Time: The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or Contractual capacity, acts of another Contractor in the performance of a Contract with the State, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseen causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
15. Suspension of Work: The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of MSU.
16. Pre-Existing Regulations: In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in the Morgan State University Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.
17. Payment of State Obligations: Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after MSU's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
18. Financial Disclosure: The Contractor shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland which requires that every business that enters into Contracts, leases, or other agreements with the State of Maryland or

its agencies during a calendar year under which the business is to receive in the aggregate of \$100,000 or more, shall, within 30 days of the time when the aggregate value of these Contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

19. **Political Contribution Disclosure:** The Contractor shall comply with Election Law Article Sections 14-101- 14-108, Annotated Code of Maryland, which requires that every person that enters into Contracts, leases, or other agreements with the State, a county, or an incorporated municipality or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or Contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or Contract, then twice a year, throughout the Contract term, on: (a) February 5, to cover the 6-month period ending January 31, and (b) August 5, to cover the 6-month period ending July 31.
20. **Retention of Records:** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer of his designee, at all reasonable times.
21. **Compliance with Laws:** The Contractor hereby represents and warrants that:
  - A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
  - C. It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
  - D. It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.
22. **Anti-Bribery:** The Contractor warrants that neither it, nor any officer, director or partner, nor any employee involved in obtaining Contracts with the State, or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe, nor has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state of the federal government.
23. **Approval:** This agreement is subject to the approval of the State Department of Budget and Fiscal Planning.
24. **Procurement Officer:** The Procurement Officer designated for this Contract may be changed at any time by MSU by written notice to the Contractor.
25. **No Assignment:** Neither this Contract nor the services to be rendered hereunder may be assigned or transferred by the Contractor.

- 26. **Entire Contract:** This Contract includes the following documents: The Site Description scope document dated October 7, 2020; vendors Quote dated October 19, 2020 as well as the MSU Contract. They represent, in its entirety, the mutual understanding of the parties. No subsequent agreement or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties.
- 27. **Changes:** This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

**11/02/2020**

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_  
(Name of Contractor)

By: Barry L. Colen  
(Signature)

**Barry L. Colen**

(Printed or Typed Name)

Title: **Certified General Appraiser**

Date: 02-Nov-20 | 9:56 AM EST

DocuSigned by:  
Agency: MORGAN STATE UNIVERSITY  
By: Sidney Evans  
(Signature)  
Vice President for Finance and Management

**report delivery may be delayed as appraisal gathers  
demolition and environmental costs as related to possible  
purchase**

## Tax Assessment/Data Sheet

Real Property Data Search ( w3)

Search Result for BALTIMORE CITY

[View GroundRent Redemption](#)
[View GroundRent Registration](#)

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**Special Tax Recapture: None**

**Account Identifier:** **Ward - 08 Section - 01 Block - 4199 Lot - 009**

---

*Owner Information*

**Owner Name:** MAYOR & CITY COUNCIL      **Use:** COMMERCIAL  
**Principal Residence:** NO

**Mailing Address:** 2801 SAINT LO DR      **Deed Reference:**  
 BALTIMORE MD 21213-1325

---

*Location & Structure Information*

**Premises Address:** 2801 SAINT LO DR      **Legal Description:** 44.118 ACRES  
 BALTIMORE 21213-1325

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0008	0000	0000	8000.03	0000	01	4199	009	2020	Plat Ref:

**Town:** None

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Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1968	470,769 SF		441.1100 AC	68130

---

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
		CLASSROOM	/	C3			

---

*Value Information*

	Base Value	Value As of 01/01/2020	Phase-in Assessments	
			As of 07/01/2020	As of 07/01/2021
Land:	5,687,000	5,687,000		
Improvements	41,379,700	44,290,700		
<b>Total:</b>	<b>47,066,700</b>	<b>49,977,700</b>	<b>48,037,033</b>	<b>49,007,367</b>
Preferential Land:	0	0		

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*Transfer Information*

Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

---

*Exemption Information*

Partial Exempt Assessments:	Class	07/01/2020	07/01/2021
County:	440	47,864,700.00	47,864,700.00
State:	440	47,864,700.00	47,864,700.00
Municipal:	440	0.00 0.00	0.00 0.00

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**Special Tax Recapture: None**

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*Homestead Application Information*

**Homestead Application Status:** No Application

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*Homeowners' Tax Credit Application Information*

**Homeowners' Tax Credit Application Status:** No Application      **Date:**

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1. This screen allows you to search the Real Property database and display property records.  
 2. Click [here](#) for a glossary of terms.  
 3. Deleted accounts can only be selected by Property Account Identifier.

Citywide  

<http://www.baltimorecity.gov>

## Baltimore City Department of Housing & Community Development (/)

[Subscribe !\[\]\(c609e899598918b9964a9e0062f7a5e0\_img.jpg\) \(/subscribe\)](#)



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 > Lake Clifton High School- 2801 Saint Lo Drive

### Lake Clifton High School- 2801 Saint Lo Drive



Status:	For Sale
Property Type:	Building
Current Zoning:	Open Space OS
Lot Size:	45 acres*
Neighborhood:	Clifton Park
Zip Code:	21213

Baltimore City  
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

This site, uniquely situated within Clifton Park, currently houses a large former school building (462,083 sq. ft) that could be renovated or demolished to create a huge redevelopment site. The school was built in 1971 and includes a cafeteria, auditorium, gym, library, athletic fields, and a pool. The site is in close proximity to Real Food Farms, Clifton Mansion, the new 21<sup>st</sup> Century Fairmount Harford School, Rita Church Community Center, and new sports field. It is also close to the new 35+ unit residential development project that was recently awarded in the Coldstream Homestead Montebello neighborhood. The site is strategically located ten minutes away from the Hopkins Homewood campus, Hopkins Medical Campus, and Morgan State University's campus. The property is currently 45 acres, but will be adjusted approximately as shown below for the following purposes:

- The City will retain ownership of the land occupied by Real Food Farms and the 911 tower.
- The site will be adjusted to include the entire football field. City Schools will need access to the fields and a modular building for locker rooms until the new field across from Rita Church Recreation Center is completed.
- The site will be adjusted to include the Valve House.

For more information, check out the surplus schools website: <https://www.surplus-schoolsbaltimore.com/lake-clifton> (<https://www.surplus-schoolsbaltimore.com/lake-clifton>).

Submit an [Expression of Interest](https://dhcd.baltimorecity.gov/expression-interest-submission-2) (<https://dhcd.baltimorecity.gov/expression-interest-submission-2>) (<https://dhcd.baltimorecity.gov/expression-interest-submission-2>)now.

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## Building Cost Deficiencies (Depreciation)

### Summary of Findings

The Lake Clifton Building Facility located at 2801 Saint Lo Drive in Baltimore, Maryland, was built in 1971. It comprises 462,083 gross square feet.

The total current deficiencies for this site, in 2011 construction cost dollars, are estimated at \$29,437,092. The 10 Yr Life Cycle Costs are estimated at \$30,784,745. The Ten-Year Repair Cost, calculated by adding the Building Condition Costs and the Ten-Year Life Cycle Renewal Cost is \$60,221,837.

### Facility Condition by Building

Number	Building Name	Gross Sq Ft	Built Date	Facility Condition Cost	Future Life Cycle Cost (Yr 1-10)	Repair Cost	Replacement Cost	Current + 10 Yr LC FCI	Cost Per Square Foot
	Site			\$3,421,149	\$3,611,189	\$7,032,338			
040	Building 040	462,083	1971	\$26,015,942	\$27,173,556	\$53,189,498	\$107,522,600	-49.47%	\$115.11
<b>Totals</b>		<b>462,083</b>		<b>\$29,437,092</b>	<b>\$30,784,745</b>	<b>\$60,221,837</b>	<b>\$107,522,584</b>	<b>56.01%</b>	<b>\$130.33</b>

### Cross Tab of Current Deficiencies

The following chart summarizes the current deficiencies for this site in a cross tab that shows the buildings systems down the left and the priority of the deficiency across the top. This listing includes current deficiencies including deferred maintenance, functional deficiencies, code compliance, Americans with Disabilities Act, and Capital Renewal categories.

### Facility Condition Cost - System by Priority

System	Priority					Total
	1	2	3	4	5	
Site	\$257,997	\$2,522	\$173,250	\$2,065,519	\$325,571	\$2,824,858
Roofing	\$8,035,984	\$14,266	\$4,848	\$4,089	\$802	\$8,059,988
Structural	\$1,766,627	-	-	-	-	\$1,766,627
Exterior	-	-	-	-	\$526,101	\$526,101
Interior	-	-	\$732,591	\$336,392	\$167,700	\$1,236,683
Mechanical	\$476,730	\$3,354,520	\$1,646,885	\$419,225	\$8,459	\$5,905,820
Electrical	-	\$209,203	-	\$500,669	\$308,618	\$1,018,490
Plumbing	-	-	\$4,015,320	\$1,084,891	\$80,550	\$5,180,761
Fire & Life Safety	\$104,242	\$169,596	\$221,833	-	-	\$495,671
Technology	-	-	\$250,415	\$566,579	\$133,555	\$950,550
Stairs & Elevators	\$47,397	-	\$257,232	\$103,414	-	\$408,043
Specialties	-	-	\$215,969	\$499,896	\$347,637	\$1,063,502
<b>Total</b>	<b>\$10,688,975</b>	<b>\$3,750,107</b>	<b>\$7,518,342</b>	<b>\$5,580,674</b>	<b>\$1,898,993</b>	<b>\$29,437,092</b>

**Site Level Deficiencies**

**Site**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Bleachers Are Damaged And Require Replacement	Capital Renewal	2,000	Seat	1	\$257,997	4833
The Existing Sidewalk Is Cracked And Poses A Hazard To Accessibility	ADA Compliance	200	SQFT	2	\$2,522	4845
Asphalt Walks Are Damaged And Require Replacement	Capital Renewal	4,500	SF	3	\$20,934	4829
Concrete Walks Are Damaged And Require Replacement	Capital Renewal	10,000	SF	3	\$146,457	4830
Concrete Walks Are Damaged And Require Replacement	Capital Renewal	400	SF	3	\$5,858	4831
<b>Note:</b> Brick walkways						
Asphalt Paving Is Damaged And Requires Replacement	Capital Renewal	400	CAR	4	\$1,357,133	4827
Backstops Are Damaged And Require Replacement	Deferred Maintenance	3	Ea.	4	\$29,328	4837
Concrete Paving Is Damaged And Requires Replacement	Capital Renewal	8	CAR	4	\$27,194	4828
Fencing Is Damaged And Should Be Replaced (8' Chain Link Fence)	Deferred Maintenance	500	LF	4	\$42,200	9206
Fencing Is Damaged And Should Be Replaced (Ornamental Fence)	Capital Renewal	500	LF	4	\$55,338	9207
Parent Drop-Off (including all related drives and walks) is missing and is required	Functional Deficiency	1	Ea.	4	\$56,502	497269
<b>Note:</b> Parent Drop-Off (including all related drives and walks) is missing and is required						
Paved Play Requires Recoating And Resurfacing	Deferred Maintenance	1,500	SF	4	\$1,660	4834
Site Drainage Is Inadequate and Requires Regrading	Deferred Maintenance	3,500	SF	4	\$4,694	4826
Site Maintenance needs to occur	Deferred Maintenance	1	LS	4	\$10,798	10295
<b>Note:</b> Sink hole						
Tennis Nets And Equipment Are Damaged And Require Replacement	Deferred Maintenance	10	Ea.	4	\$31,210	4838
The Car Accessible Parking Spaces Are Not Properly Striped	ADA Compliance	15	Ea.	4	\$2,308	4840
The Car Accessible Parking Spaces Do Not Meet ADA Requirements	ADA Compliance	15	Ea.	4	\$40,992	4842
The Curb Ramp Does Not Meet Minimum ADA Compliance Requirements	ADA Compliance	2	Ea.	4	\$5,797	4844
The Exterior Signage At The Accessible Parking Area Does Not Meet ADA Requirements	ADA Compliance	23	Ea.	4	\$6,532	4843
The Van Accessible Parking Spaces Are Not Properly Striped	ADA Compliance	4	Ea.	4	\$1,153	4839
The Van Accessible Parking Spaces Do Not Meet ADA Requirements	ADA Compliance	4	Ea.	4	\$3,572	4841
Track Is Damaged And Requires Replacement	Capital Renewal	1	Ea.	4	\$389,107	4836
Bollards Are Damaged And Require Replacement	Deferred Maintenance	2	Ea.	5	\$4,692	4832
Play Field Requires Regrading	Deferred Maintenance	2,000	SF Surf	5	\$1,292	4835
School lacks appropriate drop-off areas.	Educational Adequacy	5	Ea.	5	\$282,509	497222
<b>Note:</b> School lacks appropriate drop-off areas.						
School lacks marquee or marquee in poor condition.	Educational Adequacy	1	Ea.	5	\$37,078	529339
<b>Note:</b> School lacks marquee or marquee in poor condition.						
<b>Sub Total for System</b>		<b>26</b>	<b>Items</b>		<b>\$2,824,858</b>	

**Electrical**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
School site lacks appropriate lighting	Educational Adequacy	28	Ea.	2	\$139,991	497140
<b>Note:</b> School site lacks appropriate lighting.						
The Pole Lighting Is Damaged And Should Be Replaced	Capital Renewal	14	Ea.	2	\$69,212	9367
<b>Sub Total for System</b>		<b>2</b>	<b>Items</b>		<b>\$209,203</b>	

**Fire & Life Safety**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Building not equipped with Card Key Access Control	Educational Adequacy	6	Ea.	3	\$158,390	497437
<b>Note:</b> Building not equipped with Card Key Access Control						
<b>Sub Total for System</b>		<b>1</b>	<b>Items</b>		<b>\$158,390</b>	

**Stairs & Elevators**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Exterior Ramp Is not ADA Compliant	ADA Compliance	18	LF	4	\$19,648	4846
<b>Note:</b> Concrete						
The Exterior Ramp Is not ADA Compliant	ADA Compliance	15	LF	4	\$16,373	4847
<b>Note:</b> Wood						
The Handrails In The Stair Area Are Not ADA Compliant	ADA Compliance	32	LF	4	\$2,073	4848
<b>Note:</b> Concrete						
The Handrails In The Stair Area Are Not ADA Compliant	ADA Compliance	22	LF	4	\$1,425	4849
<b>Note:</b> Wood						
<b>Sub Total for System</b>		<b>4</b>	<b>Items</b>		<b>\$39,519</b>	

**Specialties**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Metal Locker is missing and is needed	Educational Adequacy	300	Ea.	4	\$189,180	517484
<b>Note:</b> Metal Locker is missing and is needed						
<b>Sub Total for System</b>		<b>1</b>	<b>Items</b>		<b>\$189,180</b>	
<b>Sub Total for School and Site Level</b>		<b>34</b>	<b>Items</b>		<b>\$3,421,148</b>	

**Building: 040 - Building 1**

**Roofing**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Multi-Ply Bitumen Roof Covering Is Damaged And Requires Replacement	Capital Renewal	462,083	SF	1	\$8,035,683	9366
The Roof Drains Are Clogged	Deferred Maintenance	1	Ea.	1	\$301	9365
Built Up Roofing (Bur) Membrane Has Holes That Should Be Repaired	Deferred Maintenance	30	Ea.	2	\$4,589	9362
Skylight Is Damaged And Should Be Replaced	Deferred Maintenance	4	Ea.	2	\$9,677	9359
Built Up Roofing (Bur) Covering Has Blisters That Should Be Repaired	Deferred Maintenance	30	Ea.	3	\$4,848	9361
Curbs Have Been Abandoned And Should Be Removed	Deferred Maintenance	6	Ea.	4	\$3,600	9358
The Roof Requires Cleaning	Deferred Maintenance	200	SF	4	\$489	9363
Splashblocks Are Missing Or Damaged And Are Needed	Deferred Maintenance	6	Ea.	5	\$802	9364
<b>Sub Total for System</b>		<b>8</b>	<b>Items</b>		<b>\$8,059,988</b>	

**Structural**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Major Structural Condition Exists	Deferred Maintenance	1	LS	1	\$1,619,768	386558
<b>Note:</b> Deterioration of concrete form around the building. 5000sf						
Major Structural Condition Exists	Deferred Maintenance	1	LS	1	\$38,974	386559
<b>Note:</b> Loose masonry at top of cooling tower, enclosure wall and at the northeast stair of unit A						
Major Structural Condition Exists	Deferred Maintenance	1	LS	1	\$107,985	386560
<b>Note:</b> Exposed rebar at concrete piers around the entire perimeter of the building. 250LF						
<b>Sub Total for System</b>		<b>3</b>	<b>Items</b>		<b>\$1,766,627</b>	

**Exterior**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
The Exterior Requires Cleaning	Deferred Maintenance	210,000	SF Wall	5	\$526,101	9208
<b>Sub Total for System</b>		<b>1</b>	<b>Items</b>		<b>\$526,101</b>	

**Interior**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Interior Doors Require Replacement	Capital Renewal	16	Door	3	\$15,261	9427
The Ceramic Tile Flooring Is Damaged And Requires Replacement	Capital Renewal	2,000	SF	3	\$40,426	9426
The Door does not have the Required Thumb / Key Lock	Educational Adequacy	279	Door	3	\$584,477	Rollup
The Interior Door Hardware is Damaged and Requires Replacement	Capital Renewal	8	Ea.	3	\$18,241	9429
The Suspended Ceiling Grid and Tiles Are Damaged And Require Replacement	Capital Renewal	7,500	SF	3	\$74,185	9423
Interior Toilet Partition Require Repair Or Replacement	Deferred Maintenance	10	Ea.	4	\$24,619	9424
The Access Is Not ADA Compliant And Requires A Platform Lift	ADA Compliance	1	Ea.	4	\$19,399	9217
The Access Is Not ADA Compliant And Requires An ADA Compliant Ramp	ADA Compliance	4	Ea.	4	\$155,990	9218
The Acoustical Ceilings Tiles Are Damaged And Require Replacement	Capital Renewal	5,000	SF	4	\$35,095	9422
The Existing Door Width Does Not Meet The Minimum 32" Width ADA Requirement	ADA Compliance	5	Door	4	\$7,404	9211
The Vinyl Composition Tile Flooring Is Damaged And Requires Replacement	Capital Renewal	10,000	SF	4	\$93,886	9425
Blinds are missing or in poor condition.	Educational Adequacy	7,368	SF Surf	5	\$91,340	Rollup
Classroom door lacks the appropriate vision panel.	Educational Adequacy	20	Ea.	5	\$9,719	Rollup
Large rooms lack capacity signs.	Educational Adequacy	98	Ea.	5	\$18,520	Rollup
Room lacks appropriate sound control.	Educational Adequacy	18,653	SF	5	\$48,122	Rollup
<b>Sub Total for System</b>		<b>15</b>	<b>Items</b>		<b>\$1,236,683</b>	

**Mechanical**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Large circulating pumps require replacement.	Deferred Maintenance	12	Ea.	1	\$476,730	9395
Kitchen Fire Suppression Hood Requires Replacement	Capital Renewal	5	Ea.	2	\$413,474	9385
<b>Note:</b> Replace 3 install 2.						
Lab lacks an air exchange system.	Educational Adequacy	20	Ea.	2	\$165,994	Rollup
LC: The Mechanical / Air Handlers (Count Basis) / Interior - Multi Zone system is beyond its useful life.	Capital Renewal	9	Ea.	2	\$162,056	9409
LC: The Mechanical / Radiant Heaters (Count Basis) / Fin Tube - Water system is beyond its useful life.	Capital Renewal	26	Ea.	2	\$40,128	9412
LC: The Mechanical / Radiant Heaters (Count Basis) / Radiator Water system is beyond its useful life.	Capital Renewal	60	Ea.	2	\$77,170	9410
LC: The Mechanical / Radiant Heaters (Count Basis) / Radiator Water system is beyond its useful life.	Capital Renewal	19	Ea.	2	\$24,437	9411

**Mechanical**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
LC: The Mechanical / Sm Exhst Fan (Count Basis) / Exhaust Fan system is beyond its useful life.	Capital Renewal	4	Ea.	2	\$3,087	9418
Shop lacks a dust collection system.	Educational Adequacy	4	Ea.	2	\$158,746	Rollup
Small HVAC Circulating Pump Requires Replacement	Capital Renewal	11	Ea.	2	\$35,198	9394
Small HVAC Circulating Pump Requires Replacement	Capital Renewal	10	Ea.	2	\$31,998	9415
The Air Handler HVAC Component Is Damaged And Requires Replacement	Capital Renewal	10,000	CFM	2	\$57,438	9391
The Fan Coil HVAC Component Is Damaged And Requires Replacement	Capital Renewal	5	TonAC	2	\$16,690	9392
The Large Diameter Exhausts/Hoods Are Missing/Damaged And Require Replacement	Deferred Maintenance	4	Ea.	2	\$10,123	9384
Unit Ventilator requires Replacement	Capital Renewal	294	Ea.	2	\$2,157,982	9393
Duct Damper is Damaged And Should Be Replaced	Deferred Maintenance	10	Ea.	3	\$1,992	9389
LC: The Mechanical / HVAC Piping / 2-Pipe System (Cold) system is beyond its useful life.	Capital Renewal	200	SF	3	\$1,801	9397
LC: The Mechanical / HVAC Piping / 2-Pipe Water System (Hot) system is beyond its useful life.	Capital Renewal	240,000	SF	3	\$1,643,092	9407
Duct Cleaning Required	Deferred Maintenance	150,000	SF	4	\$80,988	9386
Duct Register is Damaged And Should Be Replaced	Deferred Maintenance	25	Ea.	4	\$13,596	9387
Lab lacks an appropriate fume hood.	Educational Adequacy	14	Ea.	4	\$255,794	Rollup
The Chemistry Lab Fume Hood(S) Is Damaged And Should Be Replaced	Deferred Maintenance	3	Ea.	4	\$68,847	9390
Duct Grill is Damaged And Should Be Replaced	Deferred Maintenance	12	Ea.	5	\$5,160	9388
HVAC Equipment is Abandoned and Requires Removal	Deferred Maintenance	2	Ea.	5	\$2,200	9398
<b>Note:</b> incinerator						
HVAC Equipment is Abandoned and Requires Removal	Deferred Maintenance	1	Ea.	5	\$1,100	9408
	<b>Sub Total for System</b>	<b>25</b>	<b>Items</b>		<b>\$5,905,820</b>	

**Electrical**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lighting is inadequate or in poor condition.	Educational Adequacy	63,807	SF	4	\$391,569	Rollup
The 1 X 4 Interior Fluorescent Lighting Is Damaged And Should Be Replaced	Deferred Maintenance	24	Ea.	4	\$9,743	9368
The 2 X 2 Interior Fluorescent Lighting Is Damaged And Should Be Replaced	Deferred Maintenance	30	Ea.	4	\$12,179	9369
The 2 X 4 Interior Fluorescent Lighting Is Damaged And Should Be Replaced	Deferred Maintenance	40	Ea.	4	\$23,679	9370
The Incandescent Lighting Is Damaged And Should Be Replaced	Capital Renewal	168	Ea.	4	\$63,499	9371
Room does not have tamper-proof light switching.	Educational Adequacy	9	Ea.	5	\$5,287	Rollup
Room has insufficient electrical outlets.	Educational Adequacy	956	Ea.	5	\$260,500	Rollup
Room lacks controls to partially dim lights.	Educational Adequacy	67	Ea.	5	\$42,831	Rollup
	<b>Sub Total for System</b>	<b>8</b>	<b>Items</b>		<b>\$809,287</b>	

**Plumbing**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Install Fire Sprinklers	Code Compliance	50,000	SF	3	\$412,877	9400
LC: The Plumbing / Domestic Water Piping System is beyond its useful life.	Capital Renewal	462,083	SQFT	3	\$1,496,935	9404
LC: The Plumbing / Faucets & Fixt (Count Basis) / Faucets and Fixtures system is beyond its useful life.	Capital Renewal	564	Ea.	3	\$870,478	9405
LC: The Plumbing / Gas Piping System is beyond its useful life.	Capital Renewal	462,083	SF	3	\$1,187,568	9406
The Domestic Water Piping System is Damaged And Requires Repairs	Deferred Maintenance	800	LF	3	\$41,984	9401
The HVAC Piping is damaged and needs repairs	Deferred Maintenance	800	LF	3	\$5,477	9396
Room lacks private toilets.	Educational Adequacy	7	Ea.	4	\$97,374	Rollup
The Class Room Lavatories Plumbing Fixtures Are Missing And Should Be Installed	Educational Adequacy	83	Ea.	4	\$374,426	Rollup
The Existing Lavatory/Sink is not ADA Compliant	ADA Compliance	14	Ea.	4	\$16,449	9214
The Existing Toilet Stall Does Not Meet Minimum ADA Requirements	ADA Compliance	10	Ea.	4	\$41,808	9212
The Non-Refrigerated Drinking Fountain Does Not Exist	Capital Renewal	24	Ea.	4	\$92,531	9399
The Restroom Grab Bars are not ADA Compliant	ADA Compliance	14	Ea.	4	\$8,819	9213
The Restroom is Not ADA Compliant	ADA Compliance	2,000	SF	4	\$453,485	9210
Lab lacks gas service at lab tables.	Educational Adequacy	3	Ea.	5	\$41,162	Rollup
Room lacks a drinking fountain.	Educational Adequacy	39	Ea.	5	\$39,388	Rollup
	<b>Sub Total for System</b>	<b>15</b>	<b>Items</b>		<b>\$5,180,761</b>	

**Fire & Life Safety**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Fire Alarm Actuator Is Missing And Is Needed	Code Compliance	24	Ea.	1	\$7,968	9378
Fire Alarm Horn/Strobe Is Missing And Is Needed	Code Compliance	30	Ea.	1	\$20,238	9376
Fire Alarm Strobe Is Missing And Is Needed	Code Compliance	48	Ea.	1	\$32,380	9377
Room lacks an appropriate eyewash.	Educational Adequacy	18	Ea.	1	\$43,656	Rollup
Lab lacks an appropriate emergency shower.	Educational Adequacy	16	Ea.	2	\$169,596	Rollup
Room lacks shut-off valves for utilities.	Educational Adequacy	18	Ea.	3	\$63,443	Rollup
	<b>Sub Total for System</b>	<b>6</b>	<b>Items</b>		<b>\$337,281</b>	

**Facilities Feasibility Study**  
**Lake Clifton Building Condition Assessment**

**Technology**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Room lacks audio enhancement system	Educational Adequacy	154	Ea.	3	\$166,297	Rollup
Room lacks wall or cabinet mounted media controller	Educational Adequacy	155	Ea.	3	\$84,119	Rollup
Fixed Projector is Missing and is Needed	Educational Adequacy	140	Ea.	4	\$341,901	Rollup
Room lacks interactive white board	Educational Adequacy	138	Ea.	4	\$224,678	Rollup
Room has insufficient data ports.	Educational Adequacy	366	Ea.	5	\$133,555	Rollup
<b>Sub Total for System</b>		<b>5</b>	<b>Items</b>		<b>\$950,550</b>	

**Stairs & Elevators**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Elevator Electrical System Should Be Cleaned And Inspected	Deferred Maintenance	6	Stop	1	\$47,397	9379
LC: The Conveyances / Passenger Elevators / Hydraulic system is beyond its useful life.	Capital Renewal	2	Ea.	3	\$257,232	9420
The Handrails In The Stair Area Are Not ADA Compliant	ADA Compliance	200	LF	4	\$56,796	9215
The Handrails In The Stair Area Are Not ADA Compliant	ADA Compliance	25	LF	4	\$7,099	9216
<b>Sub Total for System</b>		<b>4</b>	<b>Items</b>		<b>\$368,524</b>	

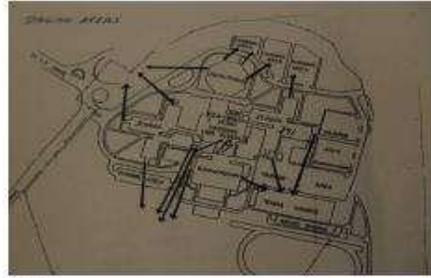
**Specialties**

Deficiency	Category	Qty	UoM	Priority	Repair Cost	ID
Swimming Pool equipment requires replacement	Deferred Maintenance	4	Ea.	3	\$215,969	9402
Room has insufficient tack board area.	Educational Adequacy	140	Ea.	4	\$50,172	Rollup
Room has insufficient writing area.	Educational Adequacy	228	Ea.	4	\$258,789	Rollup
The Counter Heights Exceed Maximum ADA Height Requirements	ADA Compliance	9	LF	4	\$1,755	9209
Room does not have sufficient cubbies.	Educational Adequacy	164	Ea.	5	\$35,419	Rollup
Room has an insufficient number of coat hooks.	Educational Adequacy	144	Ea.	5	\$3,602	Rollup
Room lacks an appropriate refrigerator.	Educational Adequacy	12	Ea.	5	\$67,745	Rollup
Room lacks an appropriate stove.	Educational Adequacy	1	Ea.	5	\$8,148	Rollup
Room lacks appropriate amount of teacher storage.	Educational Adequacy	281	Ea.	5	\$174,203	Rollup
Room lacks the required demonstration table.	Educational Adequacy	6	Ea.	5	\$47,906	Rollup
The room lacks a washer and/or dryer.	Educational Adequacy	2	Ea.	5	\$10,613	Rollup
<b>Sub Total for System</b>		<b>11</b>	<b>Items</b>		<b>\$874,321</b>	
<b>Sub Total for Building 040 - Building 1</b>		<b>101</b>	<b>Items</b>		<b>\$26,015,942</b>	
<b>Total for Campus</b>		<b>135</b>	<b>Items</b>		<b>\$29,437,092</b>	

Lake Clifton Building Condition Assessment  
**Supporting Photos**



Elevation



Plan



Library



Library



Sign



Music Room



Elevation



Elevation



Elevation



Elevation



Elevation



Northwest corner of Unit B



Masonry cooling tower enclosure deterioration



Opposite cooling tower masonry wall



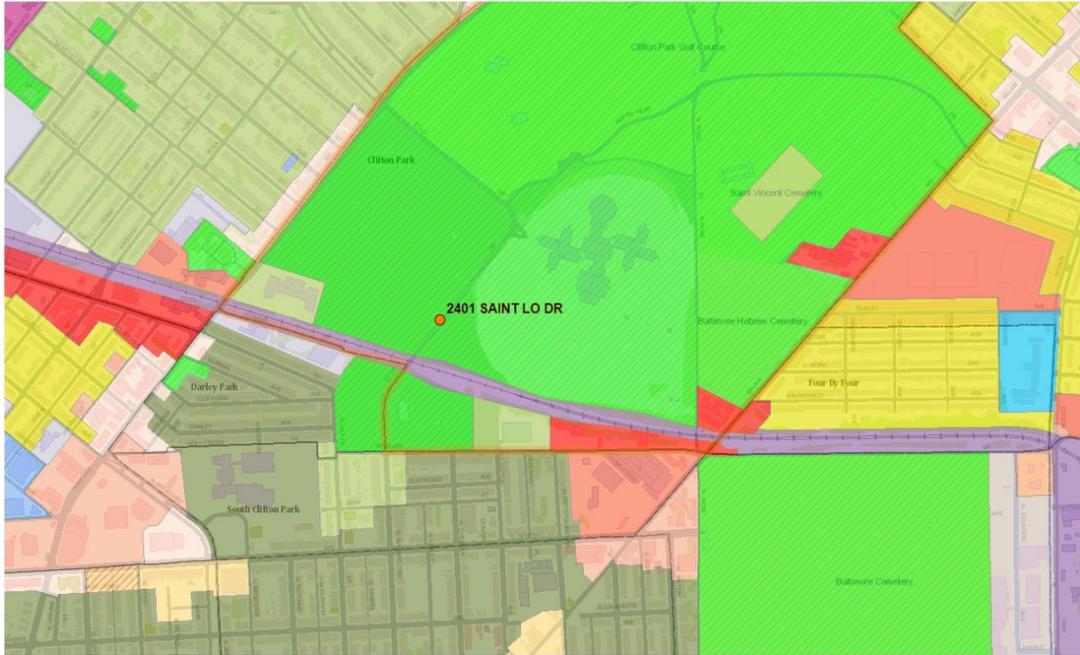
Cracked brick at top of northeast stair of Unit A



Surplus year: 2019  
Campus acres: 45  
Primary building size: 462,083 sq ft  
Primary building year: 1971



## Zoning



Baltimore City Department of Planning

7





Covered Walkway column between Unit D and Bldg I



East face of Bldg I



Southwest corner of Unit B



Spalled concrete beam at ground floor



Spalled concrete beam at Unit A



Spalled concrete at covered walkway between Unit D and Bldg I

**Item 2. Baltimore City Government - Sale of Lake Clifton High School  
Building #40**

**Backup Documentation**

**Property Transfer Agreement**



**TO:** Board of Estimates, Office of the Comptroller  
**FROM:** Yoanna X. Moises, Acting Director  
**SUBMITTING AGENCY:** Department of Finance  
**DATE:** September 1, 2022

**SUBJECT:** Property Transfer Agreement for Lake Clifton High School Building

**CONTRACT/GRANT NUMBER:** N/A

**ACTION REQUESTED OF B/E:** The Board of Estimates is requested to approve the enclosed property transfer agreement for Lake Clifton High School Building.

**PERIOD OF CONTRACT/AGREEMENT:** N/A

**AMOUNT OF MONEY AND SOURCE:** \$93,652.80 – CCA000457 SC680834

**BACKGROUND/EXPLANATION:**

The Board of School Commissioners has determined that the Lake Clifton Building #40, consisting of a 44.9 acre site and building(s), located at 2801 St. Lo Drive, Baltimore, MD is no longer needed for educational purposes and should be transferred to the Baltimore City government pursuant to Section 4-115 Education Article of the Annotated Code of Maryland. On August 22, 2019, the Interagency Commission on School Construction approved the closure and transfer of the school to the Baltimore City Government. As a condition of the approval of transfer, pursuant to Section 5-308 of the Education Article of the Annotated Code of Maryland, the State has required that the City assume the balance of unpaid bond debt service of \$93,652.80.

**MBE/WBE PARTICIPATION:** N/A

**AFFECTED COUNCIL DISTRICT:**

**EMPLOY BALTIMORE:** N/A

**LIVING WAGE:** N/A

**LOCAL HIRING:** N/A

**1% FOR PUBLIC ART:** N/A

*The headers below are for use by reviewing departments ONLY. Please leave them as blank spaces for official endorsements and signatures.*

**FINANCE HAS REVIEWED:**

*Margaret Keenan*

*MA Amato*

**LAW DEPARTMENT HAS REVIEWED**

**Clerk, Board of Estimates**

-369-  
By Celeste Amato at 2:51:40 PM, 10/5/2022

**MWBOO HAS REVIEWED:**

**AUDITS HAS REVIEWED:**

**APPROVED BY THE BOARD OF ESTIMATES:**

PUBLIC SCHOOL PROPERTY  
TRANSFER AGREEMENT

10/5/2022

**THIS AGREEMENT** by and between the **STATE OF MARYLAND** (hereinafter referred to as the “State”), acting through the **INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION**, and the **MAYOR AND CITY COUNCIL OF BALTIMORE** (herein referred to as the “City”), acting through the **Department of Finance of Baltimore City** witnessed:

**WHEREAS**, the State did in 1971 enact legislation (Chapter 624, Laws of Maryland 1971) providing that the State pay certain costs of public school construction projects and public school capital improvements in the counties and Baltimore City, and

**WHEREAS**, the City, as a result of the aforementioned legislation, has received from the State financial assistance for certain public school construction projects by means of the creation of debt by the State to construct, add to, or renovate public schools under contracts entered into after February 1, 1971, and

**WHEREAS**, the Board of School Commissioners of Baltimore City has determined that the Lake Clifton Building #40, consisting of a 44.9 acre site and building(s) thereon, located at 2801 St. Lo Drive, Baltimore, MD hereinafter referred to as the “School”, for which State financial assistance was provided, is no longer needed for school purposes and should be transferred to the City pursuant to § 4-115 Education Article of the Annotated Code of Maryland, and

**WHEREAS**, pursuant to §4-115 of the Education Article of the Annotated Code of Maryland, the Maryland State Superintendent of Schools and the Interagency Commission on School Construction approved on August 22, 2019 the closure and transfer of the School to the City,

**WHEREAS**, as a condition of the approval of transfer, pursuant to Section 5-308 of the Education Article of the Annotated Code of Maryland, the STATE has required that the CITY assume the balance of unpaid bond debt service of \$100,201.62; and

WHEREAS, in accordance with §5-303(i)(2) of the Education Article of the Annotated Code of Maryland, the Interagency Commission on School Construction may require a county or Baltimore City to pay to the State a pro-rated portion of the proceeds received by a county or Baltimore City from the sale, lease, or disposal of any public school building that represent State funds invested in the building within 15 years prior to the date of the transaction.

**NOW THEREFORE:**

- (1) The City agrees to assume the total outstanding bond debt service of \$100,201.62 (principal and interest) to which the School was subject. This debt exists by virtue of State creation of debt in order to finance projects in the City to construct, add to, or renovate public schools under contracts entered into after February 1, 1971; the debt service repayment requirements for this debt, in the amount of \$100,201.62, are shown in "Exhibit A," attached hereto and incorporated by reference herein.
- (2) The assumption by the City of the balance of the outstanding bond debt shown in "Exhibit A" shall be accomplished by means of payments in the form of a check issued either annually on July 1 or semiannually on January 1 and July 1 of each year listed on the "Exhibit A" repayment schedule, made payable to the Comptroller of the Treasury, and sent to the attention of Tom Lockman, Chief Financial Officer, Interagency Commission on School Construction, 200 W. Baltimore Street, Room 200, Baltimore, MD 21201.
- (3) Should the City wish to pay the outstanding debt in one lump sum payment, the present value of all above referenced payments shall be calculated at \$93,652.80 as shown at the bottom of "Exhibit A." This shall be accomplished by means of a check issued in the amount of \$93,652.80 made payable to the Comptroller of the Treasury, and sent to the attention of Tom Lockman, Chief Financial Officer, Interagency Commission on School Construction, 200 W. Baltimore Street, Room 200, Baltimore, MD 21201.
- (4) Should the City wish to lease the School to a third party, the City shall request the approval of the Interagency Commission on School Construction in writing no less than sixty days in advance of the proposed leasing. The request shall specify (1) the total rental to be paid to the City for the School, (2) the name of the party to whom the School is to be leased, (3) the number of square feet to be leased, and (4) the proposed use of the leased portion of the School.
  - a. Upon lease of the School to a third party, the City agrees to continue its assumption of the outstanding bond debt service included under Section (1) above (principal and interest) to which the School is then subject.
  - b. In addition, the City agrees to pay to the State a pro-rata share of the proceeds from the lease. "Proceeds" shall mean, for purposes of this Section only, the amount by which payments made by the Lessee to the City for use of the School, or any part thereof, exceed the costs to the City of operating, maintaining, and retiring the debt service on such space.
  - c. The pro-rata share of the proceeds from the lease to be paid to the State shall be computed on the basis of the proportionate capital financial investment, including principal and interest payments on debt service, of the City and the State in the School, and the School site if the STATE has contributed to the cost of site acquisition, as of the date Interagency Commission on School Construction approval of the leasing.

- d. The pro-rata share of the proceeds due the State shall be paid to the State by means of a single annual payment made no later than January 1 of each calendar year the lease remains in effect.
- (5) With respect to the transfer of title to the School by the City to a third party, the State and the City agree as follows:
- a. Should the City wish to transfer title to the School to a third party, the City shall request the approval of the Interagency Commission on School Construction in writing no less than sixty days in advance of the proposed transfer. The request shall specify (1) the total consideration to be paid to the City for the School, (2) the name of the party to whom the School is to be transferred, and (3) the proposed use of the School. The Interagency Commission on School Construction may attach such conditions to its approval as it deems appropriate.
  - b. Upon the transfer of title to the School to a third party the City agrees to continue its assumption of the outstanding bond debt service (principal and interest) as provided in Sections (1), (2) and (3) hereinabove.
  - c. In addition, the City agrees to pay to the State a pro-rata share of the consideration received for the School and the School site, except that the following amounts shall be deducted from the consideration before the pro-rata share is computed:
    - i. The principal amount only of the bond debt included in Section (1) above that remains outstanding as of the date of transfer;
    - ii. The principal amount only of the City bond debt outstanding for the School which was never assumed by the State, as of the date of the transfer;
    - iii. The appraised value of the land comprising the School site if the State has not contributed to the cost of acquisition of the School site by means of assumption of debt created by the City. If the State has so contributed, the appraised value of the land will not be deducted but shall be included in the distribution calculations below; and
    - iv. Expenditures approved by the Interagency Commission on School Construction and incurred by the City in preparing the School building for transfer (including materials and labor, but not including wages and salaries for local government employees, utility costs, or regular maintenance expenses).
  - d. The balance of the consideration, if any, remaining after the amounts listed above under Section (4) (c) are deducted, shall be divided, in pro-rata shares, between the

City and the State. The pro-rata shares shall be computed on the basis of the proportionate capital financial investment, including principal and interest payments, of the City and of the State in the School, and in the School site if the State has contributed to the cost of acquisition, as of the date of the transfer to the third party. The computation of shares shall be performed separately, first for the School site and then for the School. The City shall pay the State the pro-rata share of the balance of the consideration due the State within thirty days of the receipt of the final Sales Distribution Summary schedule from the State. All remaining amounts shall be retained by the City. If, by agreement, the consideration from the transfer of the School to a third party is to be received by the City by means of a down payment and periodic payments, the City may pay to the State the pro-rata share of the balance of the consideration due it over the same period of time and on the same terms as contained in such agreement, provided that:

- i. The period of time with respect to payments to be made to the State shall not exceed 10 years;
  - ii. Payments to the State shall be made each January 1, by check payable to: State of Maryland;
  - iii. Payments made to the State shall include interest payments at the same rate of interest as under such agreement; and
  - iv. Delays in the receipt of or lack of receipt of, these periodic payments by the City shall not alter the obligations of the City to the State as set forth in this Agreement.
- e. The State and the City agree to use good faith efforts in accordance with reasonable and customary business practices as would generally be accepted by the Internal Revenue Service to arrive at the pro-rata distribution of the consideration as described herein.

AS WITNESS our signatures as of  
this \_\_\_\_\_ day of \_\_\_\_\_ 2 \_\_\_\_\_

ATTEST:



By Celeste Amato at 2:51:58 PM, 10/5/2022

\_\_\_\_\_  
Custodian of the City Seal

MAYOR AND CITY COUNCIL OF  
BALTIMORE

\_\_\_\_\_  
Henry J. Raymond,  
Director of Finance

Approved as to form and legal sufficiency  
this \_\_\_\_\_ day of \_\_\_\_\_ 2 \_\_\_\_\_

\_\_\_\_\_  
City Solicitor

APPROVED BY THE BOARD OF  
ESTIMATES OF BALTIMORE CITY

By Celeste Amato at 2:52:23 PM, 10/5/2022

\_\_\_\_\_  
, Clerk, \_\_\_\_\_ Date

\_\_\_\_\_  
Name of School/Site

**Approved by the Interagency Commission on School Construction  
On August 22, 2019 Item No. 3**

ATTEST:

\_\_\_\_\_  
Edward J. Kasemeyer  
Interagency Commission Chairperson

Approved for form and legal sufficiency  
this 15th Day of August ,2 022

\_\_\_\_\_  
Heidi Dudderar, Assistant  
Attorney General

### Item 3. Adoption of Final 14.39.07 COMAR Revisions

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**Motion:**

To adopt the final COMAR Revisions as published in the September 9, 2022 Maryland Register (Volume 49, Issue 19, Pages 885-890).

**Background Information:**

The IAC approved the proposed COMAR 14.39.07 revisions for publication at their meeting on July 14, 2022.

After publication of the September 9, 2022 Maryland Register, the COMAR revisions were open to public comment for 30 days, ending on October 11, 2022. The IAC received comments from Baltimore County Public Schools, Baltimore City Public Schools, and the Climate Parents of Prince George's County. IAC staff have reviewed the comments and determined that, while the comments received provide critical feedback for the IAC, staff does not recommend changes to the proposed COMAR as a result.

The COMAR proposed for adoption only codifies the Educational Sufficiency Standards adopted by the IAC in May 2018 for the purpose of establishing acceptable minimum levels for the physical attributes, capacity, and educational suitability of existing public K-12 school facilities for use by the IAC's Facility Assessors only as part of the Statewide Facility Assessment. They do not define the IAC's participation in a project, nor should they suggest that a building should be built only to meet these standards. Instead, the IAC uses its Gross Area Baselines and other considerations when determining funding for new construction/renovation projects. It should also be noted that the IAC is in the process of reviewing its gross area baselines to ensure that they include spaces necessary as a result of the Blueprint act as required by 2022 HB 1290.

IAC staff recommends the final adoption of proposed actions on regulations as published in the September 9, 2022 Maryland Register.

**Next Steps:** If approved by the IAC, notice will be published in the Maryland Register that the IAC adopted the proposed regulations as amended. The regulations go into effect 10 days after publication.

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# Subtitle 39 INTERAGENCY COMMISSION ON SCHOOL CONSTRUCTION

## 14.39.07 Public School Facilities Educational Sufficiency Standards

Authority: Education Article, §5-310, Annotated Code of Maryland; Ch. 14, Acts of 2018

### Notice of Proposed Action

[22-169-P]

The Interagency Commission on School Construction proposes to amend Regulation .01, adopt new Regulations .02 and .04—17, and amend and recodify existing Regulation .02 to be Regulation .03 under **COMAR 14.39.07 Public School Facilities Educational Sufficiency Standards**. This action was considered by the Interagency Commission on School Construction at an open meeting held on July 14, 2022, notice of which was given by publication on the General Assembly website pursuant General Provisions Article, §3-302(c), Annotated Code of Maryland.

### Statement of Purpose

The purpose of this action is to codify the Educational Sufficiency Standards into COMAR.

### Comparison to Federal Standards

There is no corresponding federal standard to this proposed action.

### Estimate of Economic Impact

The proposed action has no economic impact.

### Economic Impact on Small Businesses

The proposed action has minimal or no economic impact on small businesses.

### Impact on Individuals with Disabilities

The proposed action has no impact on individuals with disabilities.

### Opportunity for Public Comment

Comments may be sent to Jonathan Borghetti, Policy Analyst, Interagency Commission on School Construction, 200 W. Baltimore Street, Baltimore, MD 21201, or call 410-767-0742, or email to [jonathan.borghetti@maryland.gov](mailto:jonathan.borghetti@maryland.gov), or fax to 410-333-6522. Comments will be accepted through October 11, 2022. A public hearing has not been scheduled.

### Open Meeting

Final action on the proposal will be considered by the Interagency Commission on School Construction during a public meeting to be held on September 8, 2022, at 9 a.m., at the link to which will be available at [mdschoolconstruction.org](http://mdschoolconstruction.org).

### .01 Purpose.

The purpose of Maryland Public School Facilities Educational Sufficiency Standards is to establish acceptable minimum levels for the physical attributes, capacity, and educational suitability of existing public [PreK—12] *PreK-12* school facilities in order to assess existing facilities against a defined standard to identify deficiencies.

### .02 Scope.

*A. As required by Education Article, §5-310, Annotated Code of Maryland, the Facilities Educational Sufficiency Standards established in this chapter shall be used to complete assessments of existing school facilities Statewide.*

*B. The chapter is to be used for assessment purposes only and are not requirements for school facility design or construction.*

*C. This chapter may not supersede or obviate compliance with applicable building and fire codes or any other code, regulation, law, or standard that has been adopted by State agencies.*

### [.02].03 General Requirements.

[A. The IAC shall periodically review the Facilities Educational Sufficiency Standards and update the Facilities Educational Sufficiency Standards.

B. As required by Education Article, §5-310, Annotated Code of Maryland, the Sufficiency Standards shall be used to complete assessments of school facilities Statewide.

C. Each school facility shall be assessed at least once every 4 years.

D. The Facilities Educational Sufficiency Standards are to be used for assessment purposes only and are not requirements for school facility design or construction.]

#### *A. Building Condition.*

*(1) A school facility shall be safe and capable of being maintained.*

*(2) A school facility shall be structurally sound. A school facility shall be considered structurally sound if the building presents:*

*(a) No imminent danger;*

*(b) No major visible signs of decay or distress; or*

*(c) Structural systems support the loads imposed on them.*

*(3) An exterior envelope is safe and capable of being maintained if:*

*(a) Walls and roof are weather-tight under normal conditions with routine upkeep; and*

*(b) Doors and windows are weather-tight under normal conditions with routine upkeep.*

*(4) An interior surface is safe and capable of being maintained if it is:*

- (a) Structurally sound;
  - (b) Capable of supporting a finish; and
  - (c) Capable of continuing in its intended use with normal maintenance and repair.
- (5) An interior finish is safe and capable of being maintained if it is:
- (a) Free of exposed lead paint;
  - (b) Free of exposed friable asbestos; and
  - (c) Capable of continuing in its intended use with normal maintenance and repair.

**B. Building Systems.**

- (1) Building systems in a school facility shall be in working order and capable of being properly maintained.
- (2) Building systems include but are not limited to the following:
  - (a) Roof;
  - (b) Plumbing;
  - (c) Telephone;
  - (d) Electrical;
  - (e) Heating and cooling systems;
  - (f) Fire alarm;
  - (g) Two-way internal communication;
  - (h) Technological infrastructure; and
  - (i) Security systems.
- (3) A building system shall be considered to be in working order and capable of being maintained if the following apply:
  - (a) The system is capable of being operated as intended and maintained;
  - (b) Newly manufactured or cost-effective refurbished replacement parts are available;
  - (c) The system is capable of supporting the standards established in this rule; and
  - (d) Components of the system present no imminent danger of personal injury.
- (4) Sanitary Facilities.
  - (a) Fixtures shall include but are not limited to the following:
    - (i) Water closets;
    - (ii) Urinals;
    - (iii) Lavatories; and
    - (iv) Drinking fountains.
  - (b) Wherever possible within reasonable cost constraints, restrooms shall be accessible to general classrooms for grades 3 and below and for special-needs classrooms without having to exit the building.

**.04 Classifications of Public Schools.**

The classifications for public schools under these standards are as follows:

- A. Elementary School, which houses pre-kindergarten through grade 5 or any subset thereof;
- B. Middle School, which houses grade 6 through grade 8;
- C. High School, which houses grade 9 through grade 12;
- D. Combination School, which houses a combination of any grade levels; and
- E. Other School, which includes but is not limited to the following:
  - (1) Early-childhood-education centers;
  - (2) Special-education centers;
  - (3) Career-technology centers; and
  - (4) Alternative-education schools.

**.05 School Site.**

A. A school site shall be of sufficient size to accommodate safe access, parking, drainage, and security and shall have an adequate source of water and appropriate means of effluent disposal.

**B. Safe Access.**

- (1) A school site shall be configured for safe and controlled access that separates pedestrian traffic from vehicular traffic.
- (2) If buses are used to transport students, then bus loading and unloading areas shall be separated from vehicular-traffic areas wherever possible.
- (3) Dedicated student drop-off and pickup areas shall be provided for safe use by student passengers arriving or departing by automobile.
- C. Parking. A school site shall include a surfaced area that is capable of being maintained, stable, firm, slip resistant, and large enough to accommodate 1.5 parking spaces per full-time-equivalent employee and one student space per ten high school students. Alternative parking may be approved after the sufficiency of parking at the site is reviewed by the IAC based on the following criteria:
  - (1) Availability of street parking around the school;
  - (2) Availability of any nearby parking lots;
  - (3) Availability of public transit;
  - (4) Number of staff who drive to work on a daily basis; and
  - (5) Average number of visitors on a daily basis.

D. Drainage. A school site shall be configured such that runoff does not undermine the structural integrity of the school buildings located on-site or create flooding, ponding, or erosion resulting in a threat to health, safety, or welfare.

E. Security. All schools shall have safe and secure site fencing or other barriers with accommodations for safe passage through openings to protect students from the hazards of traffic, railroad tracks, animal nuisance, and steep slopes.

**.06 Site Recreation and Outdoor Physical Education.**

A. A school facility shall have area, space, and fixtures, in accordance with the standard equipment necessary to meet the educational requirements of the public education department, for physical-education activity.

B. An elementary school shall provide:

(1) At least one safe play area (and playground, including a hard surfaced court and unpaved recreation area, which shall be conveniently accessible to the students;

(2) At least one play area and appropriate equipment for physical education and school recreational purposes, based on the planned school program capacity;

(3) For schools that serve students in grade 5 and below, a protected play area; and

(4) Play-equipment areas with surfacing materials that meet or exceed safety specifications for shock-absorbing qualities as outlined by the U.S. Consumer Product Safety Commission.

C. A middle school shall provide at least one hard surfaced court and playing field for physical-education activities; and the number of playing fields and quantity and type of equipment shall be based on the planned school program capacity.

D. A high school shall provide a playing field for physical-education activities, and the number of laying fields and quantity and type of equipment shall be based on the planned school program capacity.

E. A combination school shall provide the elements of the grades served by §§B—D of this regulation without duplication, but shall meet the highest standard.

F. Other schools shall provide the elements above necessary to meet the educational requirements of the specific programs and capacity of the schools.

**.07 Academic Classroom Space.**

A. Classroom spaces, including those for physical education, shall be sufficient for educational programs that are appropriate for the class-level needs.

B. Classroom Fixtures and Equipment.

(1) With the exception of physical-education spaces, each general and specialty classroom shall contain a work surface and seat for each student in the classroom. The work surface and seat shall be appropriate for the normal activity of the class conducted in the room.

(2) Each general and specialty classroom shall have an erasable surface and a surface suitable for projection purposes, appropriate for group classroom instruction, and a display surface. A single surface may meet one or more of these purposes.

(3) Each general and specialty classroom shall have storage for classroom materials or access to conveniently located storage.

(4) With the exception of physical-education spaces and music-education spaces, each general and specialty classroom shall have a work surface and seat for the teacher and for any aide assigned to the classroom. The classroom shall have secure storage for student records that is located in the classroom or is conveniently accessible to the classroom.

C. Classroom Lighting.

(1) Each general and specialty classroom shall have a light system capable of maintaining at least 50 foot-candles of well-distributed light. A school shall provide appropriate task lighting in specialty classrooms where enhanced visibility is required.

(2) The light level shall be measured at a work surface located in the approximate center of the classroom, between clean light fixtures.

D. Classroom Temperature and Relative Humidity.

(1) Each general and specialty classroom shall have a heating, ventilation, and air conditioning (HVAC) system capable of maintaining a temperature between 68°F and 75°F and a relative humidity between 30 and 60 percent at full occupancy.

(2) The temperature and humidity shall be measured at a work surface in the approximate center of the classroom.

E. Classroom Acoustics.

(1) With the exception of physical-education spaces, each general and specialty classroom shall be maintainable at a sustained background sound level of less than 55 decibels.

(2) The sound level shall be measured at a work surface in the approximate center of the classroom.

F. Classroom Air Quality.

(1) Each general, science, and fine-arts classroom shall have an HVAC system that continuously moves air and is capable of maintaining a carbon dioxide level of not more than 1,200 parts per million.

(2) The air quality shall be measured at a work surface in the approximate center of the classroom.

**.08 General Use Classrooms.**

A. Cumulative classroom net square foot requirements, excluding in-classroom storage space and any in-classroom toilet rooms, shall be at least:

(1) For prekindergarten, 50 net square feet per student;

(2) For kindergarten, 50 net square feet per student;

(3) For grades 1—8, 32 net square feet per student; and

(4) For grades 9—12, 25 net square feet per student;

B. At least 2 net square feet per student shall be available for dedicated, in-classroom storage and may be provided vertically to avoid the need for additional floor area.

C. Sufficient number of classrooms shall be provided to meet State and local board mandated student-to-staff ratio requirements.

**.09 Specialty Classrooms.**

A. Special Education.

(1) To the maximum extent appropriate, students with disabilities shall be educated in the least restrictive environment with students who are not disabled. A continuum of alternative placements shall be provided.

(2) If a special-education space for pull-out purposes other than calming is provided and the space is required to support educational programs, services, and curricula, the space may not be smaller than 450 net square feet.

(3) When the need is demonstrated by a local education agency, additional space in the classroom shall be provided with, or students shall have an accessible route to an accessible unisex restroom with one toilet, sink, washer/dryer, and shower stall/tub, as needed, and at least 15 net square feet of storage.

(4) When the need is demonstrated by a local education agency, in 6th grade classrooms and above, a kitchenette of least 30 net square feet shall be provided.

**B. Science Classrooms.**

(1) For grades PreK through 5, no additional space is required beyond the classroom requirement.

(2) For grades 6 through 12, 4 net square feet per student of the specialty program capacity for science is required. The space may not be smaller than the average classroom at the facility. This space is included in the academic classroom requirement and may be used for other instruction. The space shall have science fixtures and equipment, in accordance with the standard equipment necessary to meet the educational requirements of the Maryland Science Content Standards.

(3) For grades 9 through 12 only, at least 40 net square feet of space is provided for securable, well-ventilated storage or prep space for each science room having science fixtures and equipment. Storage/prep rooms may be combined and shared between more than one classroom.

**C. Fine-Arts Education.**

(1) A school facility shall have classroom space to deliver fine-arts education programs which include the following:

- (a) Art;
- (b) Music;
- (c) Dance; and
- (d) Theater.

(2) Elementary school fine-arts education programs:

- (a) May be accommodated within a general-use or dedicated arts classroom;
- (b) Shall provide one dedicated classroom for each fine-arts subject area staffed with greater than 0.5 full-time fine-arts teacher; and
- (c) Shall provide additional dedicated fine-arts program storage of at least 60 net square feet for each subject area per facility.

(3) A middle school shall provide classroom space for fine-arts education programs that:

- (a) Contains no less than 4 net square feet per student of the specialty program capacity for fine-arts subjects;
- (b) Provides one dedicated classroom for each fine-arts subject area staffed with greater than 0.5 full-time fine-arts teacher; and
- (c) Provides additional 60 net square feet of storage for each fine-arts program subject.

(4) A high school shall provide classroom spaces for fine-arts education programs that contain no less than 5 net square feet of the specialty program capacity for fine-arts subjects.

(5) A combination school shall provide the elements of the grades served by §C(1)—(4) of this regulation without duplication but meeting the highest square footage standards.

(6) Other schools shall provide the elements included in §C(1)—(4) of this regulation that are necessary to meet the educational requirements of the specific programs and capacity of the schools.

**D. Technology Education and Computer Science.**

(1) For grades K through 5, no additional space is required beyond the classroom requirement.

(2) For grades 6 through 8, 3 net square feet, and 4 net square feet for grades 9 through 12, of the specialty program capacity for technology education and family and consumer science is required. The space shall be no smaller than the average classroom at the facility. This space is included in the academic classroom requirement and may be used for other instruction.

(3) The space shall have technology fixtures and equipment, in accordance with the standard equipment necessary to meet the educational requirements of the Maryland Technology Education Content Standards, and, in high school, the requirements of Maryland Advanced Technology Education electives where such electives are offered.

(4) Provide at least 80 net square feet for securable, well-ventilated storage/prep space for each technology education room having technology fixtures and equipment. Storage/prep rooms may be combined and shared between more than one classroom.

**E. Career and Technology Education.**

(1) Elementary schools have no requirement.

(2) Middle schools shall include space for career-development and career-exploration activities. Each program lab or classroom space shall be no smaller than 650 net square feet.

(3) High School Career and Technology Education.

(a) Program space shall be provided with no less than 4 net square feet of the specialty program capacity of the school for career education.

(b) Each program lab or classroom space shall be no smaller than 650 net square feet.

(c) Spaces for programs requiring licensing, certification, or accreditation by a State board or agency shall meet all applicable health and safety standards. Cosmetology and barber programs shall comply with the sanitation requirements of the State Board of Cosmetologists and the State Board of Barbers, respectively.

(4) A combination school shall provide the elements of the grades served by §E(1)—(3) of this regulation without duplication, but meeting the higher standards.

(5) Other schools shall provide the elements above necessary to meet the educational requirements of the specific programs and capacity of the schools.

**.10 School Library/Media Center.**

A. A school facility shall have a unified school library/media program for the use of all students which shall include an organized and centrally managed collection of instructional materials and technologies and direct instruction.

B. Elementary schools shall include an area for stacks and seating space which shall be at least 3 net square feet of the planned school program capacity. The instructional space may not be smaller than the average classroom at the facility. In addition, office/workroom space and secure storage shall be provided.

C. Middle and high schools shall include an area for stacks and seating space which shall be at least 3 net square feet of the planned school program capacity. The space may not be smaller than the average classroom at the facility. In addition, office/workroom space and secure storage shall be provided.

D. Combination schools shall include the elements of the grades set out in §§B and C of this regulation without duplication, but meeting the higher standards.

E. Other schools shall include the elements in §§A—D of this regulation necessary to meet the educational requirements of the specific programs and capacity of the schools.

### **.11 Physical Education.**

#### **A. General Requirements.**

(1) Each school shall provide an instructional program in physical education each year for all students in grades PreK-8. Each school shall offer a physical-education program in grades 9—12 which shall enable students to meet graduation requirements and to select physical-education electives. The following minimum spaces are required:

- (a) A gymnasium;
- (b) A teacher office or planning area;
- (c) Equipment storage; and
- (d) An outdoor instructional playing field.

(2) Elementary schools shall include a gymnasium with at least 2,200 net square feet. This space may have multi-purpose use in accommodating other educational program activities such as art program performances.

(3) Middle schools shall include a gymnasium with a minimum of 5,200 net square feet plus an additional 4 net square feet times 40 percent of the enrollment of the school devoted to bleacher seating.

(4) High schools shall include a gymnasium with at least 6,500 net square feet plus an additional 4 net square feet times 40 percent of the enrollment of the school devoted to bleacher seating.

(5) Combination schools shall include the elements of the grades served by §A(2)—(4) of this regulation without duplication, but meeting the higher net square feet standards.

(6) Other schools shall include the elements above necessary to meet the educational requirements of the specific programs and capacity of the schools.

#### **B. Physical-Education Requirements in Addition to Space Requirements in §A of This Regulation.**

(1) Elementary schools shall include one office. Separate physical-education equipment storage shall be provided.

(2) Middle schools shall include one office. Separate physical-education equipment storage space shall be provided.

(3) High schools shall include two dressing rooms with lockers, showers, and restroom fixtures. Two offices shall be provided. Separate physical-education equipment storage space shall be provided.

(4) Combination schools shall include the elements of the grades served by §B(1)—(3) of this regulation without duplication, but meeting the higher standards.

(5) Other schools shall provide the elements above necessary to meet the educational requirements of the specific programs and capacity of the schools.

### **.12 Food Services.**

A. Dining Area. A school facility shall have a space to permit students to eat within the school outside of general classrooms. This space may have more than one function and may fulfill more than one sufficiency standards requirement. The dining area shall be sized to accommodate no less than one third of the planned school program capacity of the school. The dining area shall have no less than 15 net square feet per seated student.

B. Serving Area. A serving area shall be provided in addition to a dining area.

C. Kitchen Area. A kitchen shall have a telephone, plumbing providing potable water, a sink suitable for use both in preparing food and washing utensils, and a separate hand-washing sink. Kitchen and equipment shall comply with either the food preparation kitchen or the serving kitchen standards defined as follows:

(1) Food preparation kitchen: Provide at least the greater of:

- (a) A minimum of 2 net square feet per meal served during the single largest serving period; or
- (b) No fewer than 2 square feet per enrolled student eligible for free or reduced-price meals.

(2) Serving kitchen: Where food is not prepared, there shall be a minimum of 200 net square feet.

### **.13 Other Facility Areas.**

A. Administrative Space. A school facility shall have space to be used for the administration of the school. The space shall consist of a minimum of 150 net square feet, plus 1 net square foot per student of the planned school program capacity.

B. Faculty Workroom/Lounge. A school facility shall have a workspace/lounge available to the faculty. This space is in addition to any workspace/lounge available to a teacher in or near a classroom. The space shall consist of 1 net square foot per student of the planned school program capacity with no less than 150 net square feet. The space may consist of more than one room and may have more than one function. This space shall include a break area with a sink.

C. Health Services. A school facility shall have a dedicated health services space with a minimum of 500 net square feet that includes:

- (1) Areas for waiting, examination and treatment, resting, storage;
- (2) An accessible toilet room;
- (3) A separate room for private consultations and for use as a health service professional's office;
- (4) Lockable cabinets for medical records and medications; and
- (5) At least one sink that provides both hot and cold water in addition to the sink in the toilet room.

D. Pupil Services. A school shall provide a coordinated program of pupil services for all students, which shall include, but not be limited to, school counseling, pupil personnel, school psychology, and health services. The school facility shall provide a minimum of 120 net square feet for

*each discipline, except school health services, and be staffed with greater than a 0.5 full-time professional.*

**.14 General Storage.**

*For general storage, which excludes lockers, janitorial, kitchen, general classroom, specialty classrooms, and administrative storage, at least 1 net square foot of the planned school program capacity may be distributed in or throughout any type of room or space, but may not count toward required room square footages. General storage shall be securable and include textbook storage.*

**.15 Maintenance and Janitorial Space.**

*Each school shall designate 0.5 net square feet per student of the planned school program capacity for maintenance and janitorial space. Janitorial space shall include a janitorial sink.*

**.16 Standards Variance.**

*The IAC may grant a variance from any of the Sufficiency Standards if it determines that the intent of the standard can be met by the school system in an alternate manner or if a variance is required for appropriate programmatic needs as demonstrated by the school system. If the IAC grants the variance, the school system shall be deemed to have met the standard.*

**.17 Facility Assessment.**

*Each school facility shall be assessed at least once every 4 years.*

ALEX DONAHUE  
Acting Executive Director

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
**COMAR 14.39.07 Revision Comments**

Baltimore County Public Schools' Department of Facilities Management and Strategic Planning has reviewed the revisions to COMAR 14.39.07, and we proffer the following comments.

- **Overall comment for the state:** The new proposed action does not include any requirements for building and life safety code required square footage. This includes but is not limited to, restrooms, mechanical/electrical, plumbing, and fire suppression system support spaces.
  
- Page 889
  - o .07D (1) It indicates that classrooms should have a working HVAC system to maintain a certain temperature and humidity. Classroom spaces, according to the State, include gymnasiums, auditoriums and cafeteriums. This may be helpful with getting systemics approved by the State with HVAC projects.
  - o .09A. (3) It appears the State will provide funding for community school initiative areas depending on the need of the area (i.e., high poverty at Lansdowne HS initiated community school space). There is nowhere in the CIP to indicate the need or get additional square footage.
    - **Comment for the state:** How does the LEA demonstrate the need for these spaces? Will there be state funding provided for this additional square footage? If the need is demonstrated, is this additional square footage included in the Gross Area Baseline?
  
- Page 890
  - o .09C. (1) It indicates that all school facilities shall have a space for fine Arts education (art, music, dance, and theater). BCPS agrees with this but I'm sure some of our older schools don't have sufficient spaces, particularly Dance.
    - **Comment for the State:** Will the state be providing funding to add these spaces to school facilities that may be lacking?
  - o .09D(3)(c) It indicates SF minimums for gymnasiums. This does not match the MSDE facility guideline provided to us previously. This will cause a reduction in the gymnasium by about 36% for high schools.
    - **Comment for the state:** LEA's have received a different calculation for the gymnasium and bleacher square footage. The LEA is concerned that the 6,500nsf for the high school court area is not sufficient for the educational programming needs of the Physical Education curriculum. As well as the variety of athletic teams that need to use the gymnasium (basketball, volleyball, badminton, etc.)
  - o .09D(3)(c) This indicates that certain CTE spaces are held against the same design requirements as the business in the field (i.e. cosmetology). This is a good requirement from an educational standpoint but may be an issue with existing older facilities that programs are operating in.
    - **Comment for the state:** Will the state be providing funding to add these spaces to school facilities that may be lacking?

- Page 891
  - o .13C.(1)(2)(3) It indicates that the Health Suite minimum Square foot is 500 net square feet but also indicates spaces required in the health suite. All of the spaces required in that list cannot possibly fit into 500nsf while meeting all applicable building and life safety codes. Our new Ed Spec Health Suite is around 1,000nsf with all those spaces. This may mean that existing health suites in older facilities will not be meeting this regulation.
    - **Comment for the state:** Will the state be providing funding to add these spaces to school facilities that may be lacking?
  - o .14 General Storage is at 1nsf per student.
    - **Comment for the state:** Due to MSDE requirements in regards to curriculum materials and student record retention, this net square footage is insufficient to meet the needs of the school operations and requirements.
  - o .15 Maintenance and Janitorial Storage is at 1nsf per student.
    - **Comment for the state:** This net square footage is insufficient to meet the needs of the school operations and requirements.

# BALTIMORE CITY PUBLIC SCHOOLS

**Brandon M. Scott**  
Mayor, City of Baltimore

**Johnette A. Richardson**  
Chair, Baltimore City Board  
of School Commissioners

**Dr. Sonja Brookins Santelises**  
Chief Executive Officer

October 10, 2022

Jonathan Borghetti, Policy Analyst,  
Interagency Commission on School Construction  
200 W. Baltimore Street  
Baltimore, MD 21201  
jonathan.borghetti@maryland.gov

Re: Concerns with Proposed Regulation – COMAR 14.39.07 *Public School Facilities Educational Sufficiency Standards*

Dear Mr. Borghetti,

Thank you for the opportunity to comment on the State Board's proposed regulation to COMAR 14.39.07 *Public School Facilities Educational Sufficiency Standards*.

We are writing to request that the Interagency Commission on School Construction consider Baltimore City Public Schools ("City Schools") concerns regarding the proposed regulation.

City Schools is committed to ensuring all students have access to educationally appropriate and sufficient educational learning environments. We are concerned that the standards contained in the proposed regulation are, in fact, missing several key elements that need to be incorporated for school facilities to be deemed sufficient in general, as well as to meeting the College and Career Readiness Standard recommended by the Kirwan Commission and embodied in the Blueprint Act passed by the General Assembly. The impact of these issues is significant. Already, the statewide facility condition assessments are evaluating existing buildings against these standards and may possibly find buildings to be sufficient when they should not be, and therefore not needing renovation.

City Schools agrees there should be sufficiency standards designating the minimum of what is considered educationally sufficient for school facilities, however, these should be precise and inclusive of all student and community needs. This is particularly important as school systems with more local funding available can create spaces in their schools even if they are not included in the list of spaces needed to create an educationally sufficient building, while school systems, such as City Schools, with limited local funding do not have the resources to do so.

A non-exhaustive list of concerns with the proposed regulation are below:

- **The standards as written specify classroom sizes that are below standard recommended classroom sizes.** Per the listing of cumulative classroom net square footage requirements, for 25 students in a classroom, the classroom sizes are only 800 square feet for elementary and middle school and 625 square feet for high school. This is much smaller than a standard recommended classroom, particularly for secondary students. Studies going back to the 1990s indicate that higher achievement is found in schools with adequate space, and that high-density conditions result in excess levels of stress on children and a loss of control of the class. More space also is needed to accommodate flexible collaborative learning pedagogies. Standard textbook recommendations for classroom space for grades one through twelve is actually 48 square feet per student – or 1,200 square feet per classroom; anything less does not support learning (*Educational Facilities Planning: Leadership, Architecture, and Management*, Tanner and Lackney, 2006). In addition, the recommended sizes for classrooms in the proposed regulation specified for special education students are particularly concerning, and they will jeopardize the education of students with the most critical needs by putting them in classrooms that are not equitable to general education students. Special education classrooms should be equivalent to their same grade general education classroom, or even larger dependent on the special needs of the students being educated. In short, under the proposal, schools with classrooms specified in this standard would be inappropriately deemed sufficient, even though the classroom sizes are too small to allow for current education pedagogies.
- **The standards do not allow for adequate spaces for key aspects of specialized educational programming, such as science, technology, language, language classrooms, CTE, gymnasium, etc.** The standards do not include space for elementary science, technology labs, or maker spaces. Not allowing for sufficient science and technology spaces for elementary students, when students are in their most formative years, means students will not be encouraged to pursue science and technology learning. In addition, the standards call out one CTE space, but not others even though the Maryland State Department of Education (“MSDE”) recognizes many CTE spaces. CTE spaces should be built out around the specific program requirements of the specific program, and then either every CTE program should be called out in the standards (and then updated constantly as the CTE programs are updated), or the standards should reference the MSDE requirements and not call out any specific program.

In addition, the physical education (“PE”) spaces indicated are not sufficient to operate PE programs. Moreover, athletic programs are a significant part of secondary education, and often provide opportunities for post-secondary education to students that may not otherwise be obtainable. Yet, essential elements of athletic programs are not considered in the standards (such as weight rooms, wrestling rooms, dance studios and auxiliary gyms), thereby limiting athletic programming, which also creates potential issues for the equitable educational opportunities required by Title IX of the Educational Amendments of 1972. When these spaces are included in a school, they are considered as classroom spaces, which reduces the number of allowable classroom spaces in the design. As a result, in City Schools high school facilities that have been constructed or newly renovated under these standards, large number of classroom teachers are without a classroom and move room to room teaching from a cart. Natatoriums are not indicated at all, and lack of swimming access is a historic barrier for many children, particularly in urban areas. Multiple fields should also be indicated, as that has also been a historic barrier for student success in urban areas. Finally, the proposed regulation calls for

multi-purpose rooms which incorporate gym, auditoriums, and cafeterias into a single space, but these multi-purpose rooms do not allow for sufficient space for any of those uses. When schools need to set up cafeteria tables for food serving, space cannot be used for the gym, which then limits how many periods per day that the space can be used for PE, which then limits the number of students who are able to have gym class.

- **The standards as written do not allow for school support spaces to adequately support education.** School support spaces include spaces such as offices, spaces for students to receive services from related service providers, wholeness rooms or de-escalation rooms, and group work spaces. Given the importance of educating the whole child, it is critical for schools to have space for guidance counselors, mental health counselors, psychologists, sociologists, wholeness rooms or de-escalation rooms, physical therapists, group work spaces, etc. The standards as written do not allow for enough space for these supports, which means that other spaces often have to be reallocated, taking away classrooms, or they are not able to be provided, which hinders students' ability to learn now and succeed in the future.
- **The standards are missing other significant elements that are necessary to create a sufficient learning environment for students.** Some of these other missing elements include dedicated classroom bathrooms for early education students (pre-kindergarten through second grade), security elements, community space, and technology requirements. Given the realities of today's world, it is unacceptable that a school without basic security elements such as a controlled vestibule would be considered adequate.
- **The standards are written assuming a suburban school model, which does not support all school systems throughout the state.** This is particularly evident in the sections regarding parking requirements for sites. Each school system should be able to establish the quantity of parking required to support the school population. Having sites large enough to provide the parking specified assumes a suburban location where there is a good-sized site or the ability to acquire land that has enough space. For an urban district, where most sites are land-locked by streets, houses or other structures, and other sites are not available, this is not a feasible or practical requirement.
- **The proposed standards, as written, are non-specific and not precise in many key respects.** The standards include sweeping statements that are not defined, such as "capable of being maintained", "normal maintenance and repair", "proper", and "routine". These key terms are not defined anywhere within the standards, and they are currently defined differently from one school system to the next. They are incredibly dependent on the funding available to each school system. If the purpose is to adopt a consistent state standard for investment, these statements should be defined in the regulation and tied to clear national benchmarks and best practices. Along these lines, there must also be clarity regarding what occurs if a school system is unable to afford the investment that is indicated. Quantifiable means of measurement should be included if the standard is to be measured against.

In summary, the proposed regulation includes the potential for significant unintended consequences of failing to provide educationally sufficient spaces for all students. The standards also create significant inequities across the State as school systems receiving significant capital resources from their county are

able to circumvent many of these requirements by financing those pieces not covered in the State standard (e.g. larger classroom sizes, athletic facilities, adequate numbers of classrooms, auditoriums and pools) using local funding. In a school system like City Schools that receives a total of \$19 million a year in local capital funds, sufficient resources are unable to cover such pieces and so we are more reliant on state funding and, as a result, we are constructing schools absent these basic amenities that are common in new schools across the State. The standards should be reviewed more deeply, and revised to take into account real engagement from school systems across Maryland and their community stakeholders to create educational sufficiency standards that are indeed sufficient for all students, and fully aligned with educational programming that meets the standards set forth in the Blueprint Act. We appreciate your consideration of our request and would be happy to talk further.

Sincerely,



Sonja Brookins Santelises, Ed.D.  
Chief Executive Officer

CC: Dr. Lynette Washington, Chief Operating Officer  
Alison Perkins-Cohen, Chief of Staff  
Josh Civin, Chief Legal Officer  
Cyndi Smith, Executive Director, Facilities Planning, Design and Construction  
Alex Donahue, Acting Executive Director, IAC  
Mohammed Choudhury, State Superintendent of Schools  
Edward Kasemeyer, Chairperson, IAC  
Ellington Churchill, Vice Chair, IAC  
Michael Darenberg, IAC  
Linda Eberhart, IAC  
Brian Gibbons, IAC  
Gloria Lawlah, IAC  
Dick Lombardo, IAC  
Robert McCord, IAC

Interagency Commission on School Construction  
200 West Baltimore Street  
Suite 200  
Baltimore, MD 21201

**RE: Proposed 14.39.07 Public School Facilities Educational Sufficiency Standards (September 9, 2022)**

Dear Interagency Commission on School Construction:

Thank you for considering our testimony as the Climate Justice Wing in regards to the proposal to adopt *14.39.07 Public School Facilities Educational Sufficiency Standards* as published in the Maryland Register on September 9, 2022. Maryland Legislative Coalition's (MLC) Climate Justice Wing is a statewide coalition of individuals and grassroots organizations focused on getting State level climate justice legislation passed and undertaking other climate justice advocacy initiatives.

Thorough inspection of our school facilities is an important step the State of Maryland must undertake to ensure that learning environments provide for safe air and healthy drinking water for our children to breath and drink and to eliminate wasted energy use to save taxpayers funds and reduce climate causing greenhouse gas pollution. MLC Climate Justice Wing specifically advocated for passage of House Bill 1290 during the 2022 Maryland Legislative Session to further that goal. That is why we wanted to provide some additional insights on the regulations proposed by the Interagency Commission on School Construction (IAC) that do not adequately reflect the requirements in Md. Code Ann., Education §5–310 as amended by House Bill 1290.

Firstly, Md. Code Ann., Education §5–310 (b)(1)(i)(1) requires that there be “a process for a Local Education Agency [LEA] to report any additional information relevant to the inspection...” several factors including issues of lead paint and asbestos. Obviously, schools may have more direct insights into this information and in having the IAC knows this information before-hand possibly save inspectors time and exposure. However, the rule proposal does not appear to outline any process for LEA's to report this information to the IAC. A final rule should include the basic mechanisms of such reporting, even if the details must be relegated to guidance, so this information can be transmitted as required under Md. Code Ann., Education §5–310.

Secondly, Md. Code Ann., Education §5–310 (b)(2) lays out what is required to be inspected by the IAC and also gives the IAC the ability to add additional factors. The IAC does a very thorough job at including these factors into the proposed revisions to the Facilities Educational Sufficiency Standards and adds many important additional factors. However, there is an important oversight that must be corrected in the final rulemaking – there is nothing requiring the inspector(s) to collect the information necessary to complete the full assessment during an inspection. The final regulation needs a requirement placed in 14.39.07 COMAR §17 or another appropriate place such as “each inspection will collect the data required to fully evaluate the standards found in 14.39.07 COMAR §§ 3-16.”

On more specific points we would like to see the following additions to the final Facilities Educational Sufficiency Standards:

- Consumable water should meet applicable lead standards.

- Administrative spaces should also be inspected for carbon dioxide, temperature, and humidity levels.
- Drop-offs areas for personal vehicles should be configured to reduce vehicle idling.
- Drop-off areas for buses should include signage reminding bus drivers of Maryland vehicles no idling regulations.
- Food services areas should have no evidence of vermin.

There are other factors that should be forward looking parts of inspections and data collection. These may not be regularly implemented to an extent that their lack would not be indicative of an insufficient building, but should be collected regardless:

- Installation of air source or ground source heat pumps.
- Electrical vehicle charging stations.
- Availability of scratch cooking facilities.
- Outdoor classroom space.

Finally, we urge that requirements be adopted so that the information collected be available in an open data portal so that the public, parents and other caregivers, in particular, can better advocate for a healthy learning environment for the children.

**MLC Climate Justice Wing:**

Assateague Coastal Trust  
 Maryland Legislative Coalition  
 MD Campaign for Environmental Human Rights  
 Chesapeake Climate Action Network  
 WISE  
 Frack Free Frostburg  
 Mountain Maryland Movement  
 Howard County Indivisible  
 Howard County Sierra Club  
 Columbia Association Climate Change and Sustainability Advisory Committee  
 HoCo Climate Action  
 CHEER  
 Climate XChange - Maryland  
 Mid-Atlantic Field Representative/  
 National Parks Conservation Association  
 350 Montgomery County  
 Glen Echo Heights Mobilization  
 The Climate Mobilization Montgomery County  
 Montgomery County Faith Alliance for Climate Solutions  
 Montgomery Countryside Alliance

Takoma Park Mobilization Environment Committee  
 Audubon Naturalist Society  
 Cedar Lane Unitarian Universalist Church  
 Environmental Justice Ministry  
 Coalition For Smarter Growth  
 DoTheMostGood Montgomery County  
 MCPS Clean Energy Campaign  
 MoCo DCC  
 Potomac Conservancy  
 Casa de Maryland  
 Nuclear Information & Resource Service  
 Clean Air Prince Georges  
 Laurel Resist  
 Greenbelt Climate Action Network  
 Maryland League of Conservation Voters  
 Unitarian Universalist Legislative Ministry of Maryland  
 Concerned Citizens Against Industrial CAFOs  
 Wicomico NAACP  
 Chesapeake Physicians for Social Responsibility  
 Chispa MD  
 Climate Law & Policy Project

Maryland Poor People's Campaign  
Labor Network for Sustainability  
The Nature Conservancy  
Clean Air Prince Georges  
350 Baltimore  
Maryland Environmental Health Network  
Climate Stewards of Greater Annapolis  
Talbot Rising  
Adat Shalom Climate Action

Chesapeake Earth Holders  
Climate Parents of Prince Georges  
Echotopia  
Maryland NAACP State Conference,  
Environmental Justice Committee

**Item 4. Baltimore City Public Schools - Baltimore City College High School #480 - Gross Area Baseline Variance**

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**Motion:**

To approve a Gross Area Baseline (GAB) variance that will support an additional 14,345 gross square feet (GSF) for the Baltimore City College High School #480 (PSC 30.110) renovation and addition project. This increases the eligible GSF from 279,035 to 296,380 inclusive of cooperative use space (CUS) for an approved projected enrollment of 1,816 students.

**Background Information:**

On June 10, 2022 Baltimore City Public School System (BCPSS) submitted the Baltimore City College High School #480 (PSC 30.110) renovation and addition project for consideration of funding approval under the Built to Learn program (BTL), accompanied by the project's Educational Specifications and Feasibility Study, for IAC approval.

IAC staff performed a thorough review of the funding request and worked closely with both the planning and construction departments at BCPSS to correctly update the information that was presented in the funding 102 BTL Form, to be consistent with BCPSS SY21-22 Comprehensive Educational Facilities Master Plan, the September 30, 2022 current enrollment, the established FY24 cost per sf, and additional facility details.

On October 7, 2022 IAC staff received a formal GAB variance request from BCPSS for Baltimore City College High School for consideration of the additional eligible GSF to be funded above the GAB. IAC staff analyzed the justifications and provided the recommended variance to be approved based on the following considerations only:

*Consideration #1 regarding the historic buildings with load-bearing walls:*

The existing building includes structural features that cannot be changed while preserving the historic nature of the facility and therefore pose obstacles to and constraints upon renovation of spaces. Specifically, load-bearing walls along the corridors do not provide flexibility in the change of use or redesign, preventing the reduction of size of spaces to optimize efficiency while meeting educational specifications.

As a result, some spaces must remain larger than would be optimal for maintaining a total GSF within the outer boundaries of size described by the GABs. Retention of the basic structure of the facility, including the iconic tower, is supportable to preserve the historic nature of the facility.

*Consideration #4 regarding the program's historic legacy and site:*

IAC staff agrees that the historic nature of the building and site should be maintained and therefore no relocation of the building on the site is supported and retention of the historic features of the building is supportable.

*IAC Staff Recommendation:*

IAC staff recommend the approval of a GAB variance of 14,345 GSF, including 500 new GSF for ADA compliance that will replace the 500 GSF being demolished, for a State-supportable total GSF of 296,380. This figure differs from the requested 297,300 GSF by 920 GSF due to an unexplained discrepancy between the GSF figure requested by City Schools and the actual total GSF of the existing facility as shown in the IAC Facility Inventory Database.



**Item 5. Built to Learn Project Approval**

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**Motion:**

To approve the Baltimore City College #480 Renovation/Addition project as presented to be funded and executed through the Built to Learn Act totaling approximately ~~\$129.7~~ **\$125.5<sup>1</sup>** million. The final funding amount is subject to adjustment based upon finalization of the project worksheet and review of project eligibility.

**Background Information:**

The Built to Learn (BTL) Act of 2020 became effective February 12, 2021. The Act authorizes the Maryland Stadium Authority (MSA) to sell revenue bonds to fund up to \$2.2 billion in school construction projects approved by the IAC. Currently, based upon information from MSA, IAC will base its approval on total estimated available funding of \$1.8 billion until such time as the final available amount can be determined based upon available debt service payments to support the bonds.

Baltimore City Public School’s City College #480 as shown in the table below has been identified as an appropriate candidate. The project has been fully scoped with approved educational specifications, budgets, and expected timelines. IAC staff are recommending approval of the project as presented for funding through the BTL program.

BTL requires that the IAC approve projects for participation in the program on a rolling basis. IAC staff will continue to recommend additional projects for approval as they are ready for approval, after successful completion of early planning and scoping activities.

LEA	Project	Funding Source(s)	Estimated Maximum State Share of Eligible Construction Cost	Adjusted Maximum State Funding Allocation	BTL Allocation
Baltimore City	City College #480 PSC 30.110	BTL	\$125,550,352		\$125,550,352
<b>Total</b>			<b>\$125,550,352</b>		<b>\$125,550,352</b>

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<sup>1</sup> \*Red text indicates changes to the proposed motion as corrected in the IAC Meeting

**Item 6. Calvert County Public Schools - Huntingtown Elementary School Emergency Project Request**

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**Motion:**

To approve the Calvert County Public Schools (CCPS) emergency repair project for the failing septic field at Huntingtown Elementary School (PSC 04.010) and to:

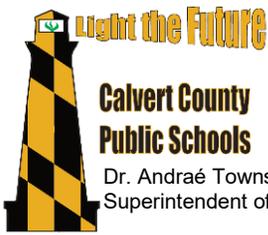
1. Decrease the Emergency Fund Account by \$184,800 and;
2. Transfer from the Emergency Reserved Fund Account and apply \$184,800 to the Huntingtown Elementary School Emergency Septic Field Replacement Project.

**Background Information:**

CCPS notified IAC staff of a failing septic field at the Huntingtown Elementary School and indicated they have already engaged a design firm to develop a concept plan and budget for the replacement of the septic field. The existing septic field is original to the facility constructed in 1971. The building system was near the end of its useful life and is currently receiving weekly septic pumping services to remain operational per CCPS.

Detailed backup documentation provided by CCPS on October 6, 2022 has been reviewed and found to be compliant with the requirements detailed in COMAR 14.39.02.17 Emergency Repairs. The LEA is requesting that funding through the Emergency Repair Reserved Account be used for the Emergency Repair Project.

IAC staff recommend approval of this request.



**Calvert County  
Public Schools**

Dr. Andraé Townsel  
Superintendent of Schools

1305 Dares Beach Road  
Prince Frederick, MD 20678  
Telephone: (443) 550-8000  
FAX: (410) 286-1358  
[www.calvertcounty.education](http://www.calvertcounty.education)

06 October 2022

**Mr. Eugene Shanholtz**

Regional Facilities Manager  
Interagency Commission on School Construction  
200 West Baltimore Street, Suite 201  
Baltimore, Maryland 21201

RE: **Emergency Septic Field Replacement Project  
Huntingtown Elementary School**

The existing septic fields at Huntingtown Elementary School began to show signs of failure, earlier this year. As a result, Whitman Requardt & Associates (WRA) were hired by Calvert County Public Schools to study the existing septic system and develop a concept plan and budget for the replacement of the septic fields, for inclusion in the CIP. The existing fields were shown to be located in the northern half of the Huntingtown ES property, west of the existing playground equipment.

During a locally funded CIP project to improve the site circulation and parking lot on-site, the stormwater management bio-pond excavation revealed that the existing septic fields are several hundred feet to the east of the as-built location shown. They are located partly under the designed bio-pond area for the Parking Lot Project. Further excavation revealed that the fields have failed and need to be replaced. Therefore, Calvert County Public Schools is requesting emergency funds from the State towards the replacement of the failed septic fields.

In a previous email to the IAC, we have indicated the reasons why this project meets the emergency repairs condition defined under **COMAR 14.39.02.17**. As of this date, we have successfully secured local funding towards this project so design and construction can proceed as expeditiously as possible. However, time is of the essence since the septic tank is currently being pumped out on a weekly basis, costing CCPS between \$750 - \$1,000/week.

The estimated construction cost estimate for the septic fields replacement is **\$300,000** based on WRA's concept design. We are requesting a fast-tracked review and approval of this request as well as the State allocation of construction towards this project. Additionally, we would also like to request design assistance towards this project, based on 10 percent of the estimated construction cost.

Attached, you will find the following:

1. Backup work order history related to the school's septic system, from July 2021 - Present. The work order history includes PM and Non-PM work orders. There have been no unscheduled work orders associated with the school's septic system between June 2017 and June 2021. **(Pages 1-7)**
2. Invoices from third party contracted services for annual pumping and inspection of the tank from 2016 through 2022. Please note: annual pumping was not conducted in **Summer 2019** due to employee turnover and 2 plumbing vacancies at the time. Typically, our plumbing staff coordinates, schedules, and verifies the pump out quantity at all of our septic and grease tanks. They also inspect the tanks during this scheduled time for deterioration/failures, or related issues. A PO for pump out services was issued in June 2019 but was closed out in August 2019 when we were not able to adequately staff up to coordinate the work. **(Pages 8 - 27)**
3. Invoices associated with the septic tank pump outs, starting November 2021, and the maintenance department's attempt to investigate potential failures within the overall system, once they identified a potential problem with the septic system . A copy of the PO for continual monthly pumping to Carl B. Seeds for the current fiscal year is also included. **(Pages 28 - 39)**
4. A purchase order to WRA to procure their services for a concept plan development for a future septic field replacement project at HES. **(Page 40)**
5. As-built drawing from the original 1970 construction showing the location of the septic fields. **(Pages 41-59)**
6. A supplemental drawing from WRA indicating the as-built location of the existing septic fields versus the actual location found. The drawing also shows the proposed location of the new septic fields. **(Page 60)**

It is important to note some relevant facts as well as the timeline of events associated with our request:

1. A scheduled PM for the septic tank was in place and has always included an inspection of the tank, distribution box and associated piping that is accessible. PM tickets dating back to 2017 indicate that nothing out of the ordinary was noted at the septic tank and distribution box until November of 2021.
2. Due to the school being largely empty from March 2020 until September 2020, there would have been no obvious indication of failures, because of low flow.
3. In September 2020, students came back to school but only in a hybrid model, at 50 percent capacity until approximately April 2021. Again, this low occupancy and limited kitchen use would have resulted in significantly lower-than-average flow.
4. Full occupancy at the school did not resume until September 2021. Therefore the PM for the pump out of the tank in summer 2021 would not have yielded any concerning information during the inspection. The invoice from page 26 does not indicate any problems that were visually noted during the summer pump-out visit.
5. In November 2021, during a work order visit, maintenance inspected the septic tank and discovered that the tank was overfilled. Invoice #22674 from Carl B. Seeds (page 28) shows that after jetting the tank they investigated to attempt to locate the outlet line but were unsuccessful. Subsequently, CCPS maintenance excavated around the outlet line, found a break in the line, and repaired it. (WO # 000008141, Page 3) During this particular visit, the tank was jetted and cleaned up to a considerable extent. Maintenance has noted that a larger proportion of solids to liquids were noted.
6. In December 2021, as part of their follow-up monitoring of the septic system, maintenance visited the site and discovered that the tank had filled up again. On 12/21/21, the line was camera'd, but the camera was

unsuccessful in going past a bend in the sanitary piping. During this pump out, maintenance noted a greater proportion of liquids to solids.

7. Indications of the septic field showing signs of failure were brought to the Construction Department's attention in early 2022.
8. As part of CCPS's discussions with WRA, maintenance was advised to maintain a monthly pumping schedule of 8,000 gallons on a monthly basis to monitor the system to see how much water the drain fields were taking in. We also issued a PO to WRA to begin the process of a concept study to ultimately proceed to design of replacement septic fields.
9. In summer of 2022, when excavating for the bio-ponds related to the Parking Lot Project, the actual drain fields were uncovered, unexpectedly, and found to have failed.

We expect that the information we have provided assures the IAC staff that this project meets the emergency repairs requirements outlined in COMAR 14.39.02.17. We truly appreciate your assistance in this matter.

Sincerely,



Shuchita Warner, ALEP, LEED AP  
Director of School Construction

Action	Assigned Date	Completed Date	Work Order Title	Origin Type	PM	WorkOrderNo	Work Requested	Last Status Change Date	Down Time	Labor Cost	Labor Hours	External Labor Cost	Other Cost	Other Hours	Part Cost	Part Non-Inventory Cost	Total Cost	Total Hours	WO Status	Assigned To Department	Assigned To First Name	Assigned To Last Name
	2021-07-08 14:42:00Z	2021-07-13 14:04:00Z	Septic Pumping	PM	Septic Pumping	4123	Pump septic tanks grease traps and pump stations.	2021-07-13 14:04:20Z		1006.6	30	0	0	0	0	0	1006.6	30	Completed		John	Williams
Had sewer system pumped out and checked for other problems.	2021-11-15 19:08:00Z	2021-11-22 14:48:00Z	Sink clogged in boys bathroom by gym Mac has been	NonPM		8141	Sink clogged in boys bathroom by gym Mac has been working on it still not working properly - see Mac Brooks	2021-11-23 14:49:35Z		479.1	15	0	0	0	0	0	479.1	15	Completed		John	Williams
Repaired/snaked drain	2022-01-14 15:35:00Z	2022-01-18 20:08:00Z		NonPM		9333	Please repair multiple toilets that are stopped up. Thanks!	2022-01-18 20:08:48Z		0	0	0	0	0	0	0	0	0	Completed		John	Williams
Snaked out drain line cleared and tested also repaired toilet	2022-01-14 18:44:00Z	2022-01-18 20:02:00Z	Toilets in room 79 & 81 stopped up custodian	NonPM		9342	Toilets in room 79 & 81 stopped up custodian closet sink stopped up. See Mac Brooks	2022-01-18 20:02:12Z		447.16	14	0	0	0	0	34	481.16	14	Completed		John	Williams
Snaked drain cleared and tested	2022-02-16 15:40:00Z	2022-02-17 14:23:00Z	HAND SINK IS CLOGGED PLEASE HAVE SOMEONE LOOK INTO	NonPM		10341	HAND SINK IS CLOGGED PLEASE HAVE SOMEONE LOOK INTO THIS. THEY TRIED TO CLEAR IT BUT NOT WORKING. THANK YOU.	2022-02-17 14:23:38Z		31.94	1	0	0	0	0	0	31.94	1	Completed		John	Williams
Snaked urinals cleared	2022-04-22 11:48:00Z	2022-04-22 19:37:00Z	Urinal is stopped up - see Mac Brooks	NonPM		12112	Urinal is stopped up - see Mac Brooks	2022-04-22 19:37:36Z		127.76	4	0	0	0	0	0	127.76	4	Completed		John	Williams
Had septic tank pumped out and cleaned	2022-07-01 12:14:00Z	2022-08-08 20:33:00Z	Septic Pumping	PM	Septic Pumping	14374	Pump septic tanks grease traps and pump stations.	2022-08-08 20:33:04Z		295.02	9	0	0	0	0	0	295.02	9	Completed		William	Brady

# Detail

Date Printed: 09/19/2022



Page 1 of 2



000004123

**Work Order #:** 000004123  
**Title:** Septic Pumping  
**Origin:** PM

**Source Type:** Location  
**WO Status:** Completed  
**Originator:** Septic Pumping

**Priority:** Medium

**Work Type:**

**Originated:** 07/08/2021 10:42:00 AM

**Assigned:** 07/08/2021 10:42:00 AM

**Expected:** 07/09/2021 11:59:00 PM

**Completed:** 07/13/2021 10:04:00 AM

**Work Category:** Plumbing

**Area/Room #:** PM

**Address:**

**Work requested:**

Pump septic tanks, grease traps and pump stations.

**Action Taken:**

**Comments:**

<b>Total Labor Cost:</b>	1006.60	<b>Total Labor Hours:</b>	30.00
<b>Total Part Cost:</b>	0.00	<b>Total Other Hours:</b>	0.00
<b>Equipment Usage Cost:</b>	0.00		
<b>Total Other Cost:</b>	0.00		
<b>External Labor \$:</b>	0.00		
<b>Non-inv \$:</b>	0.00		
<b>WO Cost:</b>	1006.60	<b>Total Hrs:</b>	30.00

**Custom Fields**

None

**Assigned To**

Employee #	Name	Job Title	Phone	Email	Est Hrs	Company Name
1 406797	William Brady			bradyw@calvertnet.k12.md.us	0.00	
2 407372	Jeffrey Gerlach			gerlachj@calvertnet.k12.md.us	0.00	
3 009	John Williams			Williams.Jo@calvertnet.k12.md.us	0.00	

**Source**

Name	Location #	Path	Site	Description
HES - 04.010	[N/A]	HES - 04.010	CCPS	[N/A]

**Labor**

Employee	Start Date	End Date	Hour(s)	OT	OT Cost Factor	Description
William Brady	07/01/2021 10:02:48 AM	10:02:48 AM	10.00		1.00	
Jeffrey Gerlach	07/01/2021 10:02:48 AM	10:02:48 AM	10.00		1.00	
John Williams	07/01/2021 10:02:48 AM	10:02:48 AM	10.00		1.00	

**Parts**

None

**Equipment Usage**

None

**Tasks/Steps**

None

# Detail

Date Printed: 09/19/2022



Page 1 of 2



**Work Order #:** 000008141

**Title:** Sink clogged in boys bathroom by gym, Mac has been

**Origin:** Non-PM

**Priority:** Medium

**Originated:** 11/15/2021 01:05:00 PM

**Expected:**

**Work Category:** Plumbing

**Address:**

**Source Type:** Location

**WO Status:** Completed

**Originator:** Ann Van Der Heyden

**Work Type:**

**Assigned:** 11/15/2021 02:08:00 PM

**Completed:** 11/22/2021 09:48:00 AM

**Area/Room #:** Boys bathroom by gym

**Work requested:**

Sink clogged in boys bathroom by gym, Mac has been working on it, still not working properly - see Mac Brooks

**Action Taken:**

Had sewer system pumped out and checked for other problems.

**Comments:**

<b>Total Labor Cost:</b>	479.10	<b>Total Labor Hours:</b>	15.00
<b>Total Part Cost:</b>	0.00	<b>Total Other Hours:</b>	0.00
<b>Equipment Usage Cost:</b>	0.00		
<b>Total Other Cost:</b>	0.00		
<b>External Labor \$:</b>	0.00		
<b>Non-inv \$:</b>	0.00		
<b>WO Cost:</b>	479.10	<b>Total Hrs:</b>	15.00

**Custom Fields**

None

**Assigned To**

Employee #	Name	Job Title	Phone	Email	Est Hrs	Company Name
1 406797	William Brady			bradyw@calvertnet.k12.md.us	0.00	
2 407372	Jeffrey Gerlach			gerlachj@calvertnet.k12.md.us	0.00	
3 009	John Williams			WilliamsJo@calvertnet.k12.md.us	0.00	

**Source**

Name	Location #	Path	Site	Description
HES - 04.010	[N/A]	HES - 04.010	CCPS	[N/A]

**Labor**

Employee	Start Date	End Date	Hour(s)	OT	OT Cost Factor	Description
William Brady		11/22/2021 09:48:00 AM	12.00			
Jeffrey Gerlach		11/16/2021 09:49:00 AM	3.00			

**Parts**

None

**Equipment Usage**

None

# Detail

Date Printed: 09/19/2022



Page 1 of 2



000009333

Work Order #: 000009333

Title:

Origin: Non-PM

Priority: Medium

Originated: 01/14/2022 10:35:00 AM

Expected:

Work Category: Plumbing

Address:

Source Type: Location

WO Status: Completed

Originator: Jessica King

Work Type:

Assigned: 01/14/2022 10:35:00 AM

Completed: 01/18/2022 03:08:00 PM

Area/Room #: bathrooms

### Work requested:

Please repair multiple toilets that are stopped up. Thanks!

### Action Taken:

Repaired/snaked drain

### Comments:

Total Labor Cost:	0.00	Total Labor Hours:	0.00
Total Part Cost:	0.00	Total Other Hours:	0.00
Equipment Usage Cost:	0.00		
Total Other Cost:	0.00		
External Labor \$:	0.00		
Non-inv \$:	0.00		
WO Cost:	0.00	Total Hrs:	0.00

### Custom Fields

None

### Assigned To

	Employee #	Name	Job Title	Phone	Email	Est Hrs	Company Name
1	406797	William Brady			bradyw@calvertnet.k12.md.us	0.00	
2	407372	Jeffrey Gerlach			gerlachj@calvertnet.k12.md.us	0.00	
3	009	John Williams			WilliamsJo@calvertnet.k12.md.us	0.00	

### Source

Name	Location #	Path	Site	Description
HES - 04.010	[N/A]	HES - 04.010	CCPS	[N/A]

### Labor

None

### Parts

None

### Equipment Usage

None

### Tasks/Steps

None

### Documents

None

### Safety Programs

# Detail

Date Printed: 09/19/2022



Page 1 of 2



**Work Order #:** 000009342

**Title:** Toilets in room 79 & 81 stopped up, custodian clos

**Origin:** Non-PM

**Priority:** Medium

**Originated:** 01/14/2022 01:33:00 PM

**Expected:**

**Work Category:** Plumbing

**Address:**

**Source Type:** Location

**WO Status:** Completed

**Originator:** Ann Van Der Heyden

**Work Type:**

**Assigned:** 01/14/2022 01:44:00 PM

**Completed:** 01/18/2022 03:02:00 PM

**Area/Room #:** 79,81, Custodial Closet

**Work requested:**

Toilets in room 79 & 81 stopped up, custodian closet sink stopped up. See Mac Brooks

**Action Taken:**

Snaked out drain line cleared and tested,also repaired toilet

**Comments:**

<b>Total Labor Cost:</b>	447.16	<b>Total Labor Hours:</b>	14.00
<b>Total Part Cost:</b>	0.00	<b>Total Other Hours:</b>	0.00
<b>Equipment Usage Cost:</b>	0.00		
<b>Total Other Cost:</b>	0.00		
<b>External Labor \$:</b>	0.00		
<b>Non-inv \$:</b>	34.00		
<b>WO Cost:</b>	481.16	<b>Total Hrs:</b>	14.00

**Custom Fields**

None

**Assigned To**

	Employee #	Name	Job Title	Phone	Email	Est Hrs	Company Name
1	406797	William Brady			bradyw@calvertnet.k12.md.us	0.00	
2	407372	Jeffrey Gerlach			gerlachj@calvertnet.k12.md.us	0.00	
3	009	John Williams			WilliamsJo@calvertnet.k12.md.us	0.00	

**Source**

Name	Location #	Path	Site	Description
HES - 04.010	[N/A]	HES - 04.010	CCPS	[N/A]

**Labor**

Employee	Start Date	End Date	Hour(s)	OT	OT Cost Factor	Description
Jeffrey Gerlach		01/14/2022 02:47:00 PM	5.00			
William Brady		01/14/2022 02:47:00 PM	5.00			
Jeffrey Gerlach		01/18/2022 02:58:00 PM	2.00			
William Brady		01/18/2022 02:58:00 PM	2.00			

**Parts**

Part #	Name	Location	Quantity	Unit	Usage Type	Description
	Parts		1.00		Dispatched	

**Equipment Usage**

None

**Tasks/Steps**

**Detail**

Date Printed: 09/19/2022



Page 1 of 2



**Work Order #:** 0000010341  
**Title:** HAND SINK IS CLOGGED PLEASE HAVE SOMEONE LOOK INTO  
**Origin:** Non-PM

**Priority:** Medium

**Originated:** 02/16/2022 10:19:00 AM

**Expected:**

**Work Category:** Plumbing

**Address:**

**Source Type:** Location

**WO Status:** Completed

**Originator:** Melody Esposito

**Work Type:** Food Service

**Assigned:** 02/16/2022 10:40:00 AM

**Completed:** 02/17/2022 09:23:00 AM

**Area/Room #:** KITCHEN

**Work requested:**

HAND SINK IS CLOGGED PLEASE HAVE SOMEONE LOOK INTO THIS. THEY TRIED TO CLEAR IT BUT NOT WORKING. THANK YOU.

**Action Taken:**

Snaked drain cleared and tested

**Comments:**

<b>Total Labor Cost:</b>	31.94	<b>Total Labor Hours:</b>	1.00
<b>Total Part Cost:</b>	0.00	<b>Total Other Hours:</b>	0.00
<b>Equipment Usage Cost:</b>	0.00		
<b>Total Other Cost:</b>	0.00		
<b>External Labor \$:</b>	0.00		
<b>Non-inv \$:</b>	0.00		
<b>WO Cost:</b>	31.94	<b>Total Hrs:</b>	1.00

**Custom Fields**

None

**Assigned To**

	Employee #	Name	Job Title	Phone	Email	Est Hrs	Company Name
1	406797	William Brady			bradyw@calvertnet.k12.md.us	0.00	
2	407372	Jeffrey Gerlach			gerlachj@calvertnet.k12.md.us	0.00	
3	009	John Williams			WilliamsJo@calvertnet.k12.md.us	0.00	

**Source**

Name	Location #	Path	Site	Description
HES - 04.010	[N/A]	HES - 04.010	CCPS	[N/A]

**Labor**

Employee	Start Date	End Date	Hour(s)	OT	OT Cost Factor	Description
Jeffrey Gerlach		02/17/2022 09:22:00 AM	1.00			

**Parts**

None

**Equipment Usage**

None

**Tasks/Steps**

None

# Detail

Date Printed: 09/19/2022



Page 1 of 2



**Work Order #:** 0000012112

**Title:** Urinal is stopped up - see Mac Brooks

**Origin:** Non-PM

**Priority:** Medium

**Originated:** 04/22/2022 07:48:00 AM

**Expected:**

**Work Category:** Plumbing

**Address:**

**Source Type:** Location

**WO Status:** Completed

**Originator:** Ann Van Der Heyden

**Work Type:**

**Assigned:** 04/22/2022 07:48:00 AM

**Completed:** 04/22/2022 03:37:00 PM

**Area/Room #:** boys bathroom 32

**Work requested:**

Urinal is stopped up - see Mac Brooks

**Action Taken:**

Snaked urinals cleared

**Comments:**

<b>Total Labor Cost:</b>	127.76	<b>Total Labor Hours:</b>	4.00
<b>Total Part Cost:</b>	0.00	<b>Total Other Hours:</b>	0.00
<b>Equipment Usage Cost:</b>	0.00		
<b>Total Other Cost:</b>	0.00		
<b>External Labor \$:</b>	0.00		
<b>Non-inv \$:</b>	0.00		
<b>WO Cost:</b>	127.76	<b>Total Hrs:</b>	4.00

**Custom Fields**

None

**Assigned To**

Employee #	Name	Job Title	Phone	Email	Est Hrs	Company Name
1 406797	William Brady			bradyw@calvertnet.k12.md.us	0.00	
2 407372	Jeffrey Gerlach			gerlachj@calvertnet.k12.md.us	0.00	
3 009	John Williams			WilliamsJo@calvertnet.k12.md.us	0.00	

**Source**

Name	Location #	Path	Site	Description
HES - 04.010	[N/A]	HES - 04.010	CCPS	[N/A]

**Labor**

Employee	Start Date	End Date	Hour(s)	OT	OT Cost Factor	Description
Jeffrey Gerlach		04/22/2022 03:33:00 PM	2.00			
William Brady		04/22/2022 03:33:00 PM	2.00			

**Parts**

None

**Equipment Usage**

None

**Tasks/Steps**

None

CALVERT COUNTY PUBLIC SCHOOLS

VENDOR NO. 17496

VOUCHER NO. V504661

Purchase Order	Invoice Date	Invoice Number	Amount	Description
165095	06/30/2016	36914	22,405.00	CCPS END OF YEAR TANK

17496 COTTON'S SEPTIC

2016 Annual Pump Outs

PAID  
JUL 02 2016  
ACCOUNTS PAYABLE

VOUCHER DATE

VOUCHER NO.

07/21/16

V504661

**\*\* NON-NEGOTIABLE \*\***

\$ \*\*\*\*\*22,405.00\*

COTTON'S SEPTIC  
PO BOX 1041  
DUNKIRK MD 20754

**Cotton's Septic & Portable Toilet Rentals**

**Invoice**

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
6/30/2016	36914

**Bill To**  
 CCPS  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**Ship To**  
 2016 End of the year tank pumpout  
 and cleaning

**GOING GREEN?KEEP YOUR SEPTIC TANK PUMPED!**  
**AVOID HARMING OUR ENVIRONMENT!**

**Terms**  
 Net 15

**P.O.#**  
 165095

Item	Qty	Description	Rate	Amount
		LISTED IN ALPHABETICAL ORDER 2016 Summer Pump Out		
		All tanks pumped between 6/16/16 and 6/29/16		
Septic Pump		***Appeal*** 1500 Gallon Pumping Station	185.00	185.00
Septic Pump Grease Trap Pump		***Barstow Elementary*** 2000 Gallon Pumping Station 1500 Gallon Grease Trap	225.00 185.00	225.00 185.00
Septic Pump		***Brooks Administration*** 4000 Gallon Septic Tank	450.00	450.00
Septic Pump		***Calvert Country*** 2000 Gallon Pumping Station	225.00	225.00
Septic Pump		***Calvert Elementary*** 2000 Gallon Pumping Station	225.00	225.00
Septic Pump Grease Trap Pump		***Calvert High*** 1500 Gallon Pumping Station 4000 Gallon Grease Trap	185.00 450.00	185.00 450.00
Grease Trap Pump		***Calvert Middle*** 4000 Gallon Grease Trap	450.00	450.00

PAID  
 JUL 21 2016

ACCOUNTS PAYABLE

**RECEIVED**  
 JUL - 7 2016  
 MAINTENANCE DEPT.

Please remit to above address.

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

<b>Total</b>
Payments/Credits
Balance Due

**Cotton's Septic & Portable Toilet Rentals**

**Invoice**

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
6/30/2016	36914

**Bill To**  
 CCPS  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**Ship To**  
 2016 End of the year tank pumpout  
 and cleaning

**GOING GREEN?KEEP YOUR SEPTIC TANK PUMPED!**

**AVOID HARMING OUR ENVIRONMENT!**

**Terms**                      **P.O.#**  
 Net 15

Item	Qty	Description	Rate	Amount
Crease Trap Pump		***Northern High*** 2000 Gallon Grease Trap	<b>PAID</b> 225.00	225.00
Crease Trap Pump Septic Pump		***Patuxent Elementary*** 3000 Gallon Grease Trap Pumping 1500 Gallon Pumping Station	JUL 21 2016 300.00 185.00	300.00 185.00
Crease Trap Pump Septic Pump		***Patuxent High School*** 1000 Gallon Grease Trap 1500 Gallon Pumping Station	155.00 185.00	155.00 185.00
Septic Pump Grease Trap Pump		***Plum Point Elementary*** 4000 Gallon Septic Tank 2000 Gallon Grease Trap	JUL 7 2016 450.00 225.00	450.00 225.00
Septic Pump Grease Trap Pump	2	***Plum Point Middle*** Two 16,000 Gallon Septic Tanks 1000 Gallon Grease Trap	1,400.00 155.00	2,800.00 155.00
Septic Pump Grease Trap Pump	4	***Saint Leonard Elementary*** Four Septic Tanks @ 2000 Gallons each 1000 Gallon Grease Trap	225.00 155.00	900.00 155.00
Septic Pump		***Southern Middle*** 16,000 Gallon Septic Tank	1,400.00	1,400.00
		***Sunderland Elementary***		

**RECEIVED**  
 JUL 7 2016  
**MAINTENANCE DEPT.**

Please remit to above address.

**Total**

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

Payments/Credits

Balance Due

# Cotton's Septic & Portable Toilet Rentals

# Invoice

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
6/30/2016	36914

**Bill To**  
 CCPS  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**Ship To**  
 2016 End of the year tank pumpout  
 and cleaning

**PAID**  
 JUL 21 2016

**ACCOUNTS PAYABLE**

**GOING GREEN? KEEP YOUR SEPTIC TANK PUMPED!**  
**AVOID HARMING OUR ENVIRONMENT!**

Terms	P.O #
Net 15	

Item	Qty	Description	Rate	Amount
Grease Trap Pump		***Calvert Tech*** 3500 Gallon Grease Trap	375.00	375.00
Septic Pump		***Dowell Elementary*** 1500 Pumping Station	185.00	185.00
Septic Pump		***Hunting Creek*** 4000 Gallon Septic Tank	450.00	450.00
Septic Pump		***Huntingtown Elementary*** 16,000 Gallon Septic Tank	1,400.00	1,400.00
Grease Trap Pump		2500 Gallon Grease Trap	250.00	250.00
Grease Trap Pump		***Huntingtown High*** 3000 Gallon Grease Trap	300.00	300.00
Septic Pump	2	Two 2000 Gallon Pumping Stations	225.00	450.00
Grease Trap Pump		***Mill Creek Middle*** 1600 Gallon Grease Trap Pumping	185.00	185.00
Septic Pump		1500 Gallon Pumping Station	185.00	185.00
Septic Pump		***Mt Harmony Elementary*** 20,000 Gallon Septic Tank	3,000.00	3,000.00
Grease Trap Pump		100 Gallon Grease Trap	125.00	125.00
Septic Pump		***Mutual Elementary*** 10,000 Gallon Septic Tank	1,250.00	1,250.00

**RECEIVED**  
 JUL - 7 2016  
**MAINTENANCE DEPT.**

Please remit to above address.

## Total

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

Payments/Credits

Balance Due

**Cotton's Septic & Portable Toilet Rentals**

**Invoice**

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

<i>Date</i>	<i>Invoice #</i>
6/30/2016	36914

**Bill To**  
 CCPS  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**Ship To**  
 2016 End of the year tank pumpout  
 and cleaning

*of*

**GOING GREEN?KEEP YOUR SEPTIC TANK PUMPED!  
 AVOID HARMING OUR ENVIRONMENT!**

**Terms**

**P.O.#**

Net 15

165095

<i>Item</i>	<i>Qty</i>	<i>Description</i>	<i>Rate</i>	<i>Amount</i>
Septic Pump		20,000 Gallon Septic Tank	3,000.00	3,000.00
Septic Pump	4	***Windy Hill Elementary*** Four 2000 Gallon Septic Tank	225.00	900.00
Grease Trap Pump		2000 Gallon Grease Trap	225.00	225.00
Grease Trap Pump		***Windy Hill Middle*** 2000 Gallon Grease Trap	225.00	225.00
Septic Pump		1500 Gallon Pumping Station	185.00	185.00

**RECEIVED**  
 JUL 12 2016  
 ACCOUNTS PAYABLE

**RECEIVED**  
 JUL - 7 2016  
 MAINTENANCE DEPT.

PAID  
 JUL 21 2016  
 ACCOUNTS PAYABLE  
 \$22,405.00

Please remit to above address.

**Total**

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

Payments/Credits	\$0.00
Balance Due	\$22,405.00

Purchase Order	Invoice Date	Invoice Number	Amount	Description
176015	07/25/2017	30376	22,405.00	SUMMER TANK PUMP AND

17496 COTTON'S SEPTIC

2017 Annual Pump Outs

PAID

JUL 28 2017

ACCOUNTS PAYABLE

VOUCHER DATE

VOUCHER NO.

07/31/17

V506661

\*\* NON-NEGOTIABLE \*\*

\$\*\*\*\*\*22,405.00\*

COTTON'S SEPTIC  
PO BOX 1041  
DUNKIRK MD 20754

# Cotton's Sêptic & Portable Toilet Rentals

# Invoice

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
7/25/2017	30376

**Bill To**

CCPS  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**Ship To** 176015

2016 End of the year tank pumpout and cleaning

**GOING GREEN?KEEP YOUR SEPTIC TANK PUMPED!**

**AVOID HARMING OUR ENVIRONMENT!**

Terms	P.O.#
Net 15	

Item	Qty	Description	Rate	Amount
		LISTED IN ALPHABETICAL ORDER 2017 Summer Pump Out		
		All tanks pumped between 7/6/17 and 7/22/17		
Septic Pump		***Appeal*** 1500 Gallon Pumping Station	185.00	185.00
Septic Pump		***Barstow Elementary*** 2000 Gallon Pumping Station	225.00	225.00
Grease Trap Pump		1500 Gallon Grease Trap	185.00	185.00
Septic Pump		***Brooks Administration*** 4000 Gallon Septic Tank	450.00	450.00
Septic Pump		***Calvert Country*** 2000 Gallon Pumping Station	225.00	225.00
Septic Pump		***Calvert Elementary*** 2000 Gallon Pumping Station	225.00	225.00
Septic Pump		***Calvert High*** 1500 Gallon Pumping Station	185.00	185.00
Grease Trap Pump		4000 Gallon Grease Trap	450.00	450.00
Grease Trap Pump		***Calvert Middle*** 4000 Gallon Grease Trap	450.00	450.00

**RECEIVED**  
 JUL 26 2017  
 ACCOUNTS PAYABLE

**RECEIVED**  
 JUL 26 2017  
 MAINTENANCE DEPT.

Please remit to above address.

**Total**

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

Payments/Credits

Balance Due

# Cotton's Septic & Portable Toilet Rentals

# Invoice

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
7/25/2017	30376

**Bill To**

CCPS  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**Ship To**

17  
 2016 End of the year tank pumpout  
 and cleaning

**GOING GREEN?KEEP YOUR SEPTIC TANK PUMPED!**

**AVOID HARMING OUR ENVIRONMENT!**

Terms	P.O.#
Net 15	

Item	Qty	Description	Rate	Amount
Grease Trap Pump		***Calvert Tech*** 3500 Gallon Grease Trap	375.00	375.00
Septic Pump		***Dowell Elementary*** 1500 Pumping Station	185.00	185.00
Septic Pump		***Hunting Creek*** 4000 Gallon Septic Tank	450.00	450.00
Septic Pump		***Huntingtown Elementary*** 16,000 Gallon Septic Tank	1,400.00	1,400.00
Grease Trap Pump		2500 Gallon Grease Trap	250.00	250.00
Grease Trap Pump		***Huntingtown High*** 3000 Gallon Grease Trap	300.00	300.00
Septic Pump	2	Two 2000 Gallon Pumping Stations	225.00	450.00
Grease Trap Pump		***Mill Creek Middle*** 1600 Gallon Grease Trap Pumping	185.00	185.00
Septic Pump		1500 Gallon Pumping Station	185.00	185.00
Septic Pump		***Mt Harmony Elementary*** 20,000 Gallon Septic Tank	3,000.00	3,000.00
Grease Trap Pump		100 Gallon Grease Trap	125.00	125.00
Septic Pump		***Mutual Elementary*** 10,000 Gallon Septic Tank	1,250.00	1,250.00

**RECEIVED**  
 JUL 26 2017  
 MAINTENANCE DEPT.

Please remit to above address.

**Total**

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

Payments/Credits

Balance Due

# Cotton's Septic & Portable Toilet Rentals

# Invoice

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
7/25/2017	30376

**Bill To**

CCPS  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**Ship To**

2016 End of the year tank pumpout and cleaning

**GOING GREEN? KEEP YOUR SEPTIC TANK PUMPED!**

**AVOID HARMING OUR ENVIRONMENT!**

Terms	P.O.#
Net 15	

Item	Qty	Description	Rate	Amount
Grease Trap Pump		***Northern High*** 2000 Gallon Grease Trap	225.00	225.00
Grease Trap Pump Septic Pump		***Patuxent Elementary*** 3000 Gallon Grease Trap Pumping 1500 Gallon Pumping Station	300.00 185.00	300.00 185.00
Grease Trap Pump Septic Pump		***Patuxent High School*** 1000 Gallon Grease Trap 1500 Gallon Pumping Station	155.00 185.00	155.00 185.00
Septic Pump Grease Trap Pump		***Plum Point Elementary*** 4000 Gallon Septic Tank 2000 Gallon Grease Trap	450.00 225.00	450.00 225.00
Septic Pump Grease Trap Pump	2	***Plum Point Middle*** Two 16,000 Gallon Septic Tanks 1000 Gallon Grease Trap	1,400.00 155.00	2,800.00 155.00
Septic Pump Grease Trap Pump	4	***Saint Leonard Elementary*** Four Septic Tanks @ 2000 Gallons each 1000 Gallon Grease Trap	225.00 155.00	900.00 155.00
Septic Pump		***Southern Middle*** 16,000 Gallon Septic Tank	1,400.00	1,400.00
		***Sunderland Elementary***		

**RECEIVED**  
 JUL 26 2017  
 MAINTENANCE DEPT.

Please remit to above address.

## Total

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

Payments/Credits
Balance Due

**Cotton's Septic & Portable Toilet Rentals**

**Invoice**

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

<i>Date</i>	<i>Invoice #</i>
7/25/2017	30376

**Bill To**

CCPS  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**Ship To**  
 17  
 2016 End of the year tank pumpout and cleaning

176015

**GOING GREEN? KEEP YOUR SEPTIC TANK PUMPED!**

**AVOID HARMING OUR ENVIRONMENT!**

<i>Terms</i>	<i>P.O #</i>
Net 15	

<i>Item</i>	<i>Qty</i>	<i>Description</i>	<i>Rate</i>	<i>Amount</i>
Septic Pump		20,000 Gallon Septic Tank	3,000.00	3,000.00
Septic Pump	4	***Windy Hill Elementary*** Four 2000 Gallon Septic Tank	225.00	900.00
Grease Trap Pump		2000 Gallon Grease Trap	225.00	225.00
Grease Trap Pump		***Windy Hill Middle*** 2000 Gallon Grease Trap	225.00	225.00
Septic Pump		1500 Gallon Pumping Station	185.00	185.00

PAID  
 JUL 28 2017  
 ACCOUNTS PAYABLE

**RECEIVED**

JUL 26 2017

MAINTENANCE DEPT.

Please remit to above address.

<b>Total</b>	\$22,405.00
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$22,405.00</b>

**cottons\_sep@comcast.net**

**www.cottonsseptic.com**

CALVERT COUNTY PUBLIC SCHOOLS

VENDOR NO. 17496

VOUCHER NO. V508692

Purchase Order	Invoice Date	Invoice Number	Amount	Description
186803	07/25/2018	30600	24,880.00	SUMMER SEPTIC YEAR EN

17496 COTTON'S SEPTIC

2018 Annual Pump Outs

PAID

AUG 2 2018

ACCOUNTS PAYABLE

VOUCHER DATE

VOUCHER NO.

08/02/18

V508692

**\*\* NON-NEGOTIABLE \*\***

\$ \*\*\*\*24,880.00\*

COTTON'S SEPTIC  
PO BOX 1041  
DUNKIRK MD 20754

# Cotton's Septic & Portable Toilet Rentals

# Invoice

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
7/25/2018	30600

**Bill To**

CCPS  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**Ship To**

2018 End of the year tank pumpout  
 and cleaning

**GOING GREEN? KEEP YOUR SEPTIC TANK PUMPED!**

**AVOID HARMING OUR ENVIRONMENT!**

Terms	P.O.#
Net 15	186803

Item	Qty	Description	Rate	Amount
Septic Pump	4	***Windy Hill Elementary*** Four 2000 Gallon Septic Tank	225.00	900.00
Grease Trap Pump		2000 Gallon Grease Trap	245.00	245.00
Grease Trap Pump		***Windy Hill Middle*** 2000 Gallon Grease Trap	245.00	245.00
Septic Pump		1500 Gallon Pumping Station	195.00	195.00

PAID  
 AUG 2 2018  
 ACCOUNTS PAYABLE

RECEIVED  
 JUL 30 2018  
 ACCOUNTS PAYABLE

Please remit to above address.

<b>Total</b>	\$24,880.00
Payments/Credits	\$0.00
<b>Balance Due</b>	\$24,880.00

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

# Cotton's Septic & Portable Toilet Rentals

# Invoice

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
7/25/2018	30600

Bill To
CCPS 1305 Dares Beach Road Prince Frederick, MD 20678

Ship To
2018 End of the year tank pumpout and cleaning

**GOING GREEN?KEEP YOUR SEPTIC TANK PUMPED!**  
**AVOID HARMING OUR ENVIRONMENT!**

Terms	P.O.#
Net 15	186803

Item	Qty	Description	Rate	Amount
		LISTED IN ALPHABETICAL ORDER 2018 Summer Pump Out  All tanks pumped between 7/13/18 and 7/25/18  PO #186803 ***Appeal***		
Septic Pump		1500 Gallon Pumping Station	195.00	195.00
Septic Pump		***Barstow Elementary*** 2000 Gallon Pumping Station	245.00	245.00
Grease Trap Pump		1500 Gallon Grease Trap	195.00	195.00
Septic Pump		***Brooks Administration*** 4000 Gallon Septic Tank	500.00	500.00
Septic Pump		***Calvert Country*** 2000 Gallon Pumping Station	245.00	245.00
Septic Pump		***Calvert Elementary*** 2000 Gallon Pumping Station	245.00	245.00
Septic Pump		***Calvert High*** 1500 Gallon Pumping Station	195.00	195.00
Grease Trap Pump		4000 Gallon Grease Trap	500.00	500.00
		***Calvert Middle***		

Please remit to above address.

**Total**

Payments/Credits

Balance Due

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)

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

# Cotton's Septic & Portable Toilet Rentals

# Invoice

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
7/25/2018	30600

Bill To
CCPS 1305 Dares Beach Road Prince Frederick, MD 20678

Ship To
2018 End of the year tank pumpout and cleaning

**GOING GREEN? KEEP YOUR SEPTIC TANK PUMPED!**  
**AVOID HARMING OUR ENVIRONMENT!**

Terms	P.O #
Net 15	186803

Item	Qty	Description	Rate	Amount
Grease Trap Pump		4000 Gallon Grease Trap	500.00	500.00
Grease Trap Pump		***Calvert Tech*** 3500 Gallon Grease Trap	500.00	500.00
Septic Pump		***Dowell Elementary*** 1500 Pumping Station	195.00	195.00
Septic Pump		***Hunting Creek*** 4000 Gallon Septic Tank	500.00	500.00
Septic Pump		***Huntingtown Elementary*** 16,000 Gallon Septic Tank	2,000.00	2,000.00
Grease Trap Pump		2500 Gallon Grease Trap	265.00	265.00
Grease Trap Pump		***Huntingtown High*** 3000 Gallon Grease Trap	400.00	400.00
Septic Pump	2	Two 2000 Gallon Pumping Stations	195.00	390.00
Grease Trap Pump		***Mill Creek Middle*** 1600 Gallon Grease Trap Pumping	195.00	195.00
Septic Pump		1500 Gallon Pumping Station	195.00	195.00
Septic Pump		***Mt Harmony Elementary*** 20,000 Gallon Septic Tank	3,500.00	3,500.00
Grease Trap Pump		100 Gallon Grease Trap	100.00	100.00
		***Mutual Elementary***		

Please remit to above address.

## Total

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

Payments/Credits

Balance Due

# Cotton's Septic & Portable Toilet Rentals

# Invoice

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606  
 (410) 257-3393 - Fax

Date	Invoice #
7/25/2018	30600

Bill To
CCPS 1305 Dares Beach Road Prince Frederick, MD 20678

Ship To
2018 End of the year tank pumpout and cleaning

**GOING GREEN? KEEP YOUR SEPTIC TANK PUMPED!**  
**AVOID HARMING OUR ENVIRONMENT!**

Terms	P.O.#
Net 15	186803

Item	Qty	Description	Rate	Amount
Septic Pump		10,000 Gallon Septic Tank	1,600.00	1,600.00
Grease Trap Pump		***Northern High*** 2000 Gallon Grease Trap	245.00	245.00
Grease Trap Pump Septic Pump		***Patuxent Elementary*** 3000 Gallon Grease Trap Pumping 1500 Gallon Pumping Station	400.00 195.00	400.00 195.00
Grease Trap Pump Septic Pump		***Patuxent High School*** 1000 Gallon Grease Trap 1500 Gallon Pumping Station	185.00 195.00	185.00 195.00
Septic Pump Grease Trap Pump		***Plum Point Elementary*** 4000 Gallon Septic Tank 2000 Gallon Grease Trap	500.00 245.00	500.00 245.00
Septic Pump Grease Trap Pump	2	***Plum Point Middle*** Two 16,000 Gallon Septic Tanks 1000 Gallon Grease Trap	1,950.00 185.00	3,900.00 185.00
Septic Pump Grease Trap Pump	4	***Saint Leonard Elementary*** Four Septic Tanks @ 2000 Gallons each 1000 Gallon Grease Trap	225.00 185.00	900.00 185.00
Septic Pump		***Sunderland*** 20,000 Gallon Septic Tank	3,500.00	3,500.00

Please remit to above address.

**Total**

[cottons\\_sep@comcast.net](mailto:cottons_sep@comcast.net)  
[www.cottonsseptic.com](http://www.cottonsseptic.com)

Payments/Credits

Balance Due

CALVERT COUNTY PUBLIC SCHOOLS

VENDOR NO. 17496

VOUCHER NO. V512745

Purchase Order	Invoice Date	Invoice Number	Amount	Description
210962	07/20/2020	35340	15,560.00	INVOICE# 35340
210963	07/20/2020	35427	8,135.00	INVOICE#: 35427

17496 COTTON'S SEPTIC

2020 Annual Pump Outs

**PAID**  
**AUG 27 2020**  
**ACCOUNTS PAYABLE**

08/27/20

V512745

**\*\* NON-NEGOTIABLE \*\***

**\$ \*\*\*\*23,695.00\***

COTTON'S SEPTIC  
PO BOX 1041  
DUNKIRK MD 20754

VISA/MASTERCARD ACCEPTED

# Cotton's Septic & Portable Toilet Rentals

P.O. Box 1041  
Dunkirk, MD 20754  
(410) 257-7606

## Invoice

Date	Invoice #
6/29/2020	35340

<b>Bill To</b>
CCPS 1305 Dares Beach Road Prince Frederick, MD 20678

<b>Ship To</b>
2020 End of the year tank pumpout and cleaning

PAID

cottons\_sep@comcast.net

AUG 27 2020

ACCOUNTS PAYABLE

210962

Terms	P.O #
Net 15	<del>107582</del>

Item	Qty	Description	Rate	Amount
		LISTED IN ALPHABETICAL ORDER 2020 Summer Pump Out		
Grease Trap Pump		***Barslow Elementary*** 1500 Gallon Grease Trap	195.00	195.00
Septic Pump		***Brooks Administration*** 4300 Gallon Septic Tank	500.00	500.00
Grease Trap Pump		***Calvert Elementary*** 2000 Gallon GREASE not pumping station	245.00	245.00
Grease Trap Pump		***Calvert Middle*** 4300 Gallon Grease Trap	500.00	500.00
Grease Trap Pump		***Calvert Tech*** 3500 Gallon Grease Trap	500.00	500.00
Grease Trap Pump Septic Pump		***Huntingtown Elementary*** 2500 Grease Trap Pumping 16,000 Gallon Septic	265.00 2,000.00	265.00 2,000.00
Grease Trap Pump		***Huntingtown High*** 3000 Gallon Grease	300.00	300.00
Grease Trap Pump		***Mill Creek Middle*** 1600 Gallon Grease Trap Pumping	195.00	195.00
Septic Pump		***Mt Harmony Elementary*** 20,000 Gallon Septic Tank	3,500.00	3,500.00

RECEIVED  
AUG 20 2020  
ACCOUNTS PAYABLE

*Seth...*  
8-19-2020

Please remit to above address.

<b>Total</b>
Payments/Credits
Balance Due

GOING GREEN? KEEP YOUR SEPTIC TANK PUMPED!  
AVOID HARMING OUR ENVIRONMENT!

VISA/MASTERCARD ACCEPTED

# Cotton's Septic & Portable Toilet Rentals

P.O. Box 1041  
 Dunkirk, MD 20754  
 (410) 257-7606

## Invoice

Date	Invoice #
7/20/2020	35427 

<b>Bill To</b>
CCPS 1305 Dares Beach Road Prince Frederick, MD 20678

<b>Ship To</b>
2020 End of the year tank pumpout and cleaning

cottons\_sep@comcast.net

*210963*

<b>Terms</b>	<b>P.O #</b>
Net 15	<del>107502</del>

Item	Qty	Description	Rate	Amount
		LISTED IN ALPHABETICAL ORDER 2020 Summer Pump Out		
Septic Pump Grease Trap Pump	4	***Saint Leonard Elementary*** Four Septic Tanks @ 2000 Gallons each 1000 Gallon Grease Trap	245.00 185.00	980.00 185.00
Septic Pump		***Southern Middle*** 16,000 Gallon Septic Pump	2,000.00	2,000.00
Septic Pump		***Sunderland*** 20,000 Gallon Septic Tank	3,500.00	3,500.00
Septic Pump Grease Trap Pump	4	***Windy Hill Elementary*** Four 2000 Gallon Septic Tank 2000 Gallon Grease Trap	245.00 245.00	980.00 245.00
Grease Trap Pump		***Windy Hill Middle*** 2000 Gallon Grease Trap	245.00	245.00

**PAID**

**AUG 27 2020**

**ACCOUNTS PAYABLE**

*Subling*  
*8-19-2020*

**RECEIVED**  
**AUG 20 2020**  
**ACCOUNTS PAYABLE**

Please remit to above address.

<b>Total</b>	\$8,135.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$8,135.00

GOING GREEN? KEEP YOUR SEPTIC TANK PUMPED!  
 AVOID HARMING OUR ENVIRONMENT!

Accounting Department:  
600 Gallatin St., NE  
Washington, DC 20017  
phone: 202-829-8510  
fax: 202-529-0266



INVOICE

Invoice No.: **254669**  
Invoice Date: **07/23/2021**  
Client: **82900**  
Site: **82900**  
Page: **1 of 1**

Calvert County Public Schools  
4345 Huntingtown Road  
Calvert County Contract #2020-096 (Rider)  
Prince Frederick MD 20678

Service Location  
Huntingtown Elementary School  
4345 Huntingtown Road  
Huntingtown MD 20639

Work Order Id: **371089**  
Completion Date: **07/01/2021**

P.O. #:  
Job Id: **M-82900**

**Work Requested:**  
Pump & Haul Septic & Grease

**Work Performed:**  
Jul 1, 2021  
Completed Preventive Maintenance per Contract

**INVOICE TOTAL \$2,770.00**

**NET 30 DAYS**

2021 Annual Pump Out

**Our office locations:**  
600 Gallatin St, NE  
Washington, DC 20017

728 MD Rte 3 North  
Gambrills, MD 21054

13400 Mid Atlantic Blvd  
Laurel, MD 20708

**Accounting Department:**  
600 Gallatin St., NE  
Washington, DC 20017  
phone: 202-829-8510  
fax: 202-529-0266



INVOICE

Invoice No.: **286317**  
Invoice Date: **08/24/2022**  
Client: **82900**  
**82900**  
Page: **1 of 1**

Calvert County Public Schools  
Emailed To:  
lilyc@calvertnet.k12.md.us

Service Location  
Huntingtown Elementary School  
4345 Huntingtown Road  
Huntingtown MD 20639

**Work Order Id: 402178**  
**Completion Date: 08/08/2022**

**P.O. #: 231038**  
**Job Id: M-82900**

**Work Requested:**  
Pump & Haul Waste from Septic Tank

**Work Performed:**  
Aug 8, 2022  
Completed Preventive Maintenance per Contract

**INVOICE TOTAL \$2,400.00**  
**NET 30 DAYS**

2022 Annual Pump Out

RECEIVED  
AUG 25 2022  
MAINTENANCE DEPT.

**Our office locations:**  
600 Gallatin St, NE  
Washington, DC 20017

728 MD Rte 3 North  
Gambrills, MD 21054

13400 Mid Atlantic Blvd  
Laurel, MD 20708

**CARL B SEEDS INC**

P.O. BOX 130  
Owings, MD 20736  
+1 4102571911  
sewerandrainco@outlook.com



**INVOICE**

BILL TO  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

SHIP TO  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

*PO # 224618*

INVOICE #  
**22674**

DATE  
12/03/2021

TERMS  
Net 30

DUE DATE  
01/02/2022

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
11/18/2021	Septic	Emergency Pumping of Septic Tank - removed 20,000 gallons using 2 Pumper trucks. Provided Jet to jet walls. Put man inside tank #3 to locate outlet line, could not find. Provided camera upon request.	5,875.00	5,875.00

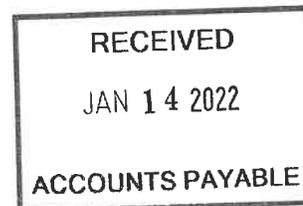
*3122*  
*1.13.22*

SUBTOTAL	5,875.00
TAX	0.00
TOTAL	5,875.00
BALANCE DUE	<b>\$5,875.00</b>

**PAID**

*JAN 20 2022*

**ACCOUNTS PAYABLE**



**CARL B SEEDS INC**

P.O. BOX 130  
Owings, MD 20736  
+1 4102571911  
sewerandrainco@outlook.com



**INVOICE**

**BILL TO**  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

*PO # 224678 (P)*

**SHIP TO**  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

**INVOICE #**  
22977

**DATE**  
12/29/2021

**TERM**  
Net 30

**DUE DATE**  
01/28/2022

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
12/21/2021	Septic	Emergency Pumping of Septic Tank - removed 20,000 gallons using 2 Pumper trucks. Will need to return to pump water down until line is repaired.	4,000.00	4,000.00
	Camera	Camera Sewer Line -Provided camera to assess 6" outlet line of Septic tank. Camera went under water and unable to see other than water flow from field.	725.00	725.00

*1.13.22*

**SUBTOTAL** 4,725.00  
**TAX** 0.00  
**TOTAL** 4,725.00  
**BALANCE DUE** **\$4,725.00**

**PAID**  
JAN 20 2022  
**ACCOUNTS PAYABLE**

**RECEIVED**  
JAN 14 2022  
**ACCOUNTS PAYABLE**

**CARL B SEEDS INC**

P.O. BOX 130  
 Owings, MD 20736  
 +1 4102571911  
 sewerandrainco@outlook.com



**INVOICE**

**BILL TO**  
 Calvert County Public Schools  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**SHIP TO**  
 Huntingtown Elementary  
 4345 Huntingtown Rd  
 Huntingtown MD 20639

INVOICE #	DATE	TERMS	DUE DATE	
23098	01/31/2022	Net 30	03/02/2022	
<b>P.O. NUMBER</b> 224618			<b>PO# 225063</b>	
DATE	ITEM	DESCRIPTION	RATE	AMOUNT
01/19/2022	Septic	Pump 2 loads from Septic tank. 8000 gallons removed.	2,500.00	2,500.00
		<b>SUBTOTAL</b>		2,500.00
		<b>TAX</b>		0.00
		<b>TOTAL</b>		2,500.00
		<b>BALANCE DUE</b>		<b>\$2,500.00</b>

**RECEIVED**  
 FEB 03 2022  
**ACCOUNTS PAYABLE**

**RECEIVED**  
 FEB 01 2022  
**MAINTENANCE**

*BS*  
 2.2.22

**PAID**  
 FEB 10 2022  
**ACCOUNTS PAYABLE**

**RECEIVED**  
 FEB 01 2022  
**MAINTENANCE**

1208021031005830  
 209-9900

**CARL B SEEDS INC**

P.O. BOX 130  
Owings, MD 20736  
+1 4102571911  
seweranddrainco@outlook.com



**INVOICE**

**BILL TO**  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**SHIP TO**  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

PO 225763 (P)

**INVOICE #**  
23253

**DATE**  
02/21/2022

**TERMS**  
Net 30

**DUE DATE**  
03/23/2022

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
02/09/2022	Septic	Pump 2 loads from Septic tank. 8000 gallons removed.	2,500.00	2,500.00

**BALANCE DUE**

**\$2,500.00**

(M)

3-7-22

**RECEIVED**  
MAR 08 2022  
**ACCOUNTS PAYABLE**

**PAID**  
MAR 17 2022  
**ACCOUNTS PAYABLE**

**CARL B SEEDS INC**

P.O. BOX 130  
Owings, MD 20736  
+1 4102571911  
sewerandrainco@outlook.com



**INVOICE**

**BILL TO**  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**SHIP TO**  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

**INVOICE#**  
23647

**DATE**  
03/08/2022

**TERMS**  
Net 30

**DUE DATE**  
04/07/2022

Ⓟ  
226073

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
03/04/2022	Septic	Pump 2 loads from Septic tank. 8000 gallons removed.	2,500.00	2,500.00

**BALANCE DUE**

**\$2,500.00**

Ⓟ  
3-16-22

**RECEIVED**  
**MAR 17 2022**  
**ACCOUNTS PAYABLE**

**PAID**  
**MAR 24 2022**  
**ACCOUNTS PAYABLE**

**CARL B SEEDS INC**

P.O. BOX 130  
Owings, MD 20736  
+1 4102571911  
sewerandrainco@outlook.com



**INVOICE**

**BILL TO**  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**SHIP TO**  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

PO# 227150

**INVOICE #**  
23603

**DATE**  
04/05/2022

**TERMS**  
Net 30

**DUE DATE**  
05/05/2022

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
03/24/2022	Septic	Pump 2 loads from Septic tank. 8000 gallons removed.	2,500.00	2,500.00

**PAID**

**\$2,500.00**

4.14.22

**PAID**  
**APR 28 2022**  
**ACCOUNTS PAYABLE**

**RECEIVED**  
**APR 19 2022**  
**ACCOUNTS PAYABLE**

**CARL B SEEDS INC**

P.O. BOX 130  
Owings, MD 20736  
+1 4102571911  
seweranddrainco@outlook.com



**INVOICE**

**BILL TO**  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**SHIP TO**  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

INVOICE #  
24202

*PO 227933*

DATE  
05/23/2022

TERMS  
Net 30

DUE DATE  
06/22/2022

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
05/16/2022	Septic	Pump 2 loads from Septic tank. 8000 gallons removed.	2,500.00	2,500.00
	Fuel Surcharge	Fuel Surcharge	50.00	50.00

*218*  
*6-14-22*

SUBTOTAL	2,550.00
TAX	0.00
TOTAL	2,550.00
BALANCE DUE	<b>\$2,550.00</b>

**PAID**  
JUN 8 0 2022  
ACCOUNTS PAYABLE

**RECEIVED**  
JUN 1 4 2022  
MAINTENANCE DEPT.

**RECEIVED**  
JUN 21 2022  
ACCOUNTS PAYABLE

**CARL B SEEDS INC**

P.O. BOX 130  
Owings, MD 20736  
+1 4102571911  
seweranddrainco@outlook.com



**INVOICE**

**BILL TO**  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**SHIP TO**  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

INVOICE #  
23935

ps 227933

DATE  
05/04/2022

TERMS  
Net 30

DUE DATE  
06/03/2022

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
	Fuel Surcharge	Fuel Surcharge	50.00	50.00
05/25/2022	Septic	Pump 2 loads from Septic tank. 8000 gallons removed.	2,500.00	2,500.00

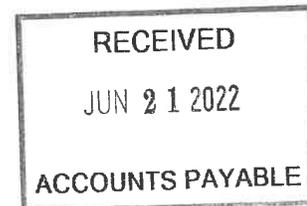
BALANCE DUE

**\$2,550.00**



Handwritten initials in a circle and date 6.14.22

**PAID**  
JUN 8 6 2022  
ACCOUNTS PAYABLE



**CARL B SEEDS INC**

P.O. BOX 130  
Owings, MD 20736  
+1 4102571911  
seweranddrainco@outlook.com



**INVOICE**

**BILL TO**  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**SHIP TO**  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

INVOICE #  
24394

DATE  
06/13/2022

TERMS  
Net 30

DUE DATE  
07/13/2022

P.O. NUMBER  
227933

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
06/06/2022	Septic	Pump 2 loads from Septic tank. 8000 gallons removed.	2,500.00	2,500.00
	Fuel Surcharge	Fuel Surcharge	50.00	50.00

*Handwritten:* 6-14-22

BALANCE DUE

**\$2,550.00**

**RECEIVED**  
JUN 14 2022  
**MAINTENANCE DEPT.**

**PAID**  
JUN 20 2022  
**ACCOUNTS PAYABLE**

**RECEIVED**  
JUN 21 2022  
**ACCOUNTS PAYABLE**

**Calvert County Public Schools**

1305 Dares Beach Road  
 Prince Frederick, MD 20678

**PURCHASE ORDER NO 231121**

PO # must be on all invoices,  
 packing slips and correspondences.

PAGE NO. 1

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 Calvert County Public Schools  
 Attn. Accounts Payable  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**V  
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 carlbseedsinc@gmail.com  
 91063  
 CARL B. SEEDS INC.  
 PO BOX 130  
 OWINGS MD 20736

**PDF COPY**

**S  
P  
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O**  
 CCPS WAREHOUSE #1  
 1305 DARES BEACH ROAD  
 PRINCE FREDERICK, MD 20678

ATTN: WILLIAMSJO  
 purchasing@calvertnet.k12.md.us

**MD Sales Tax Exemption #30001128**

ORDER DATE: 07/27/22		BUYER: LILLYC		REQ. NO.: 7301306	REQ. DATE: 7/27/22
TERMS: NET 30 DAYS		F.O.B.:		DESC.: WATER AND SEWER	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	DOI	PUMPING OF SEPTIC TANK @ HES	15000.0000	15,000.00

ITEM#	ACCOUNT	AMOUNT
	1108021031006000 408-6200	15,000.00

PAGE TOTAL \$ 15,000.00  
**TOTAL \$ 15,000.00**

This PO is subject to Calvert County  
 Public Schools Terms & Conditions  
 dated 7/1/2014

CCPS will start using our capability of  
 sending purchase orders electronically.  
 Please send your e-mail address for future  
 orders to:  
purchasing@calvertnet.k12.md.us.

**PDF COPY**

*Anthony V. Navarro*  
 DIRECTOR OF PROCUREMENT

**APPROVED BY** \_\_\_\_\_

**CARL B SEEDS INC**

P.O. BOX 130  
Owings, MD 20736  
+1 4102571911  
seweranddrainco@outlook.com



**INVOICE**

**BILL TO**  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**SHIP TO**  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

INVOICE #  
**24678**

DATE  
07/13/2022

TERMS  
Net 30

DUE DATE  
08/12/2022

P.O. NUMBER  
227933

pa 231121

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
07/05/2022	Septic	Pump 2 loads from Septic tank. 8000 gallons removed.	2,500.00	2,500.00
	Fuel Surcharge	Fuel Surcharge	50.00	50.00

BALANCE DUE **\$2,550.00**

RECEIVED  
JUL 14 2022  
MAINTENANCE DEPT

PAID  
7.28.22  
AUG 11 2022  
ACCOUNTS PAYABLE

RECEIVED  
AUG - 1 2022  
ACCOUNTS PAYABLE

**CARL B SEEDS INC.**

P.O. BOX 130  
Owings, MD 20736  
(410) 2571911  
sewerandrainco@outlook.com



**INVOICE**

**BILL TO**  
Calvert County Public Schools  
1305 Dares Beach Road  
Prince Frederick, MD 20678

**SHIP TO**  
Huntingtown Elementary  
4345 Huntingtown Rd  
Huntingtown MD 20639

**INVOICE** 24982  
**DATE** 09/13/2022  
**TERMS** Net 30  
**DUE DATE** 10/13/2022

**P.O. NUMBER**  
~~227933~~ 231121

DATE	ITEM	DESCRIPTION	RATE	AMOUNT
09/09/2022	Septic	Pump 1 loads from Septic tank. 4000 gallons removed.	1,250.00	1,250.00
	Fuel Surcharge	Fuel Surcharge	50.00	50.00

BALANCE DUE **\$1,300.00**

**Calvert County Public Schools**  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678

**PURCHASE ORDER NO 227424**

**PO # must be on all invoices,  
 packing slips and correspondences.**

PAGE NO. 1

B  
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Calvert County Public Schools  
 Attn. Accounts Payable  
 1305 Dares Beach Road  
 Prince Frederick, MD 20678  
 accountspayable@calvertnet.k12.md.us

V  
E  
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D  
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R  
aolsen@wrallp.com  
 101371 FAX: 410-413-5716  
 WHITMAN REQUARDT AND ASSOC  
 801 S CAROLINE STREET  
 BALTIMORE MD 21231

**COPY**  
 CCPS WAREHOUSE #1  
 1305 DARES BEACH ROAD  
 P PRINCE FREDERICK, MD 20678

T  
O  
ATTN: WARNERSH  
 purchasing@calvertnet.k12.md.us

**MD Sales Tax Exemption #30001128**

ORDER DATE: 04/18/22		BUYER: LILLYC		REQ. NO.: 7208798	REQ. DATE: 04/15/22
TERMS: NET 30 DAYS			F.O.B.:	DESC.: CAPITAL OUTLAY SITE ACQUI	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	DOL	SEPTIC FIELDS ENGINEERING STUDY AT HUNTINGTOWN ES - PHASE 1 & 2	13250.0000	13,250.00

ITEM#	ACCOUNT	AMOUNT
	1108021536001290 209-4900	13,250.00

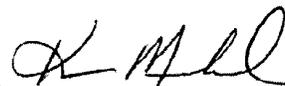
PAGE TOTAL \$	13,250.00
<b>TOTAL \$</b>	<b>13,250.00</b>

This PO is subject to Calvert County Public Schools  
 Terms & Conditions dated 7/1/2014.

CCPS will start using our capability of sending  
 purchase orders electronically. Please send  
 your e-mail address for future orders to:  
[purchasing@calvertnet.k12.md.us](mailto:purchasing@calvertnet.k12.md.us)

Please remit all electronic invoices to:  
[accountspayable@calvertnet.k12.md.us](mailto:accountspayable@calvertnet.k12.md.us)

**APPROVED BY** \_\_\_\_\_



DIRECTOR OF PROCUREMENT

As Built

AS BUILT DRAWINGS

HUNTINGTOWN ELEMENTARY SCHOOL  
CALVERT COUNTY, MARYLAND

MAURICE A DUNKLE..... SUPERINTENDENT OF SCHOOLS  
LESTER J. WELCH..... SUPERVISOR OF SCHOOL FACILITIES

BOARD OF EDUCATION

MRS. KATHARINE HURREY..... PRESIDENT  
MARK E. GRACE..... VICE-PRESIDENT  
MRS. PAULINE BURBANK  
PHILIP FOOTE  
MELVIN THOMAS  
THOMAS A. RYMER..... ATTORNEY  
MAURICE A. DUNKLE..... SEC./TREAS.  
IRIS HARRIS..... PRES., CEA

SHAVER & CO..... ARCHITECTS  
BOB D. CAMPBELL..... STRUCTURAL  
ENGINEER

SHAVER & CO..... MECHANICAL &  
ELECTRICAL  
ENGINEERS

ENVIRONMENTAL..... FURNITURE &  
PLANNING..... EQUIPMENT  
ASSOCIATES..... CONSULTANT

SHEET INDEX

ARCHITECTURAL

A1 SITE PLAN  
A2 FLOOR PLAN  
A3 ROOM FINISH & DOOR SCHEDULES  
A4 BUILDING ELEVATIONS  
A5 WALL SECTIONS  
A6 WALL SECTIONS  
A7 REFLECTED CEILING PLAN  
A8 INTERIOR FINISHES & CARPET PLAN

FURNITURE & EQUIPMENT

FBE1 FLOOR PLAN

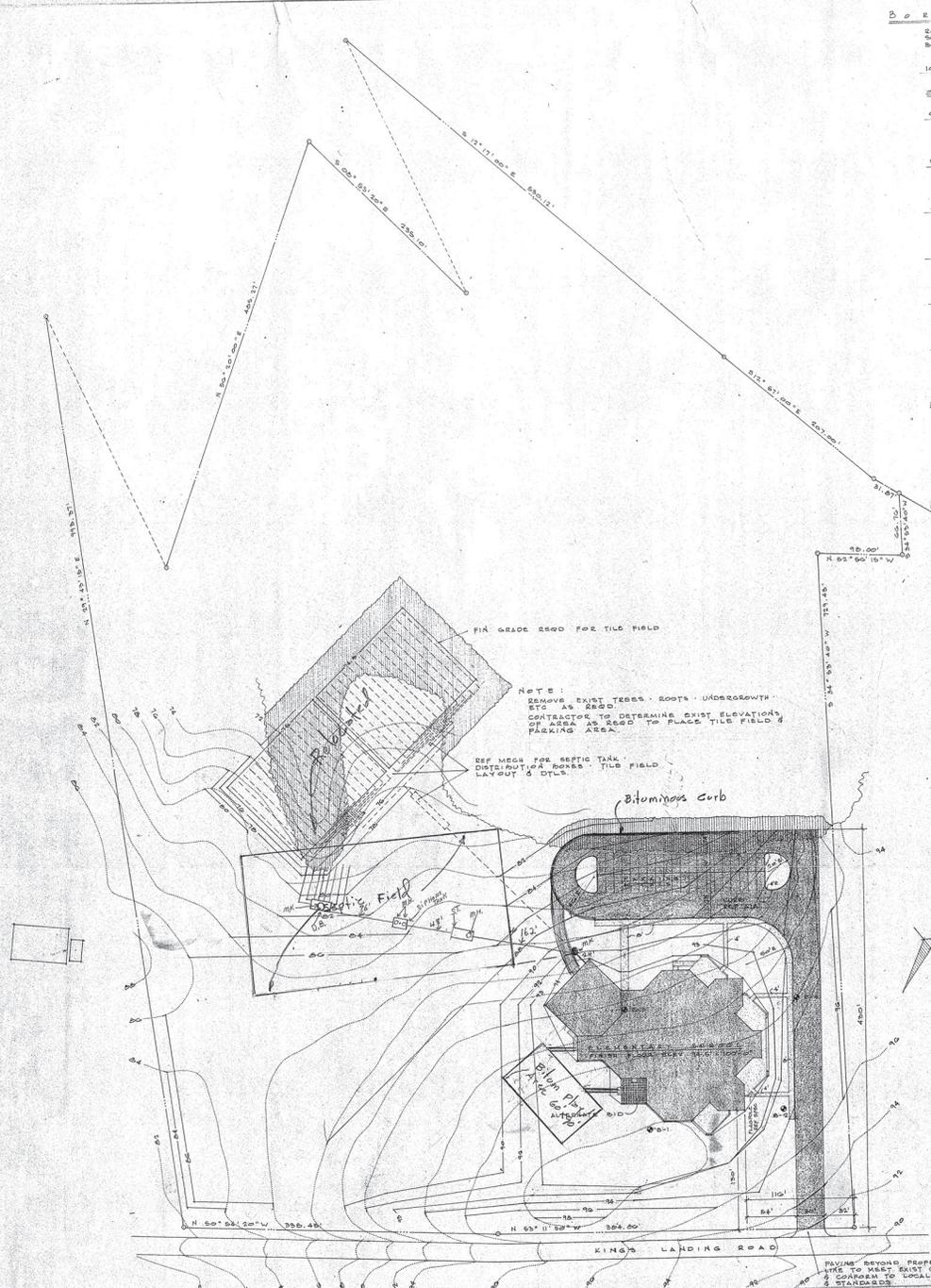
STRUCTURAL

S1 FOUNDATION & GROUND FLOOR PLAN  
S2 ROOF FRAMING PLAN  
S3 DETAILS

MECHANICAL & ELECTRICAL

M1 MECHANICAL FLOOR PLAN  
M2 DETAILS  
M3/E1 ROOF PLAN  
M4/E2 SITE PLAN  
E3 COMMUNICATIONS PLAN & LEGENDS  
E4 ELECTRICAL FLOOR PLAN

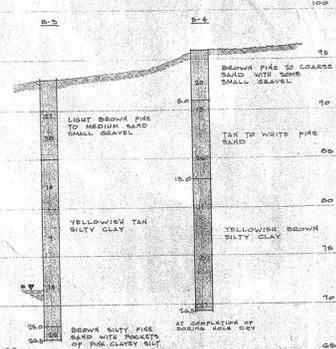
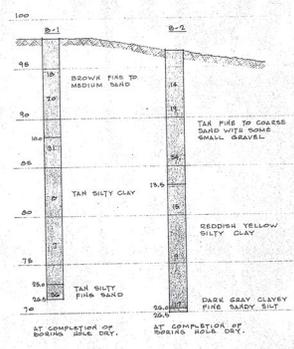




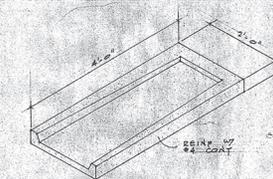
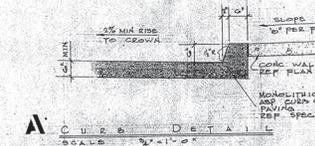
FIN GRADE 2500 FOR TILE FIELD  
 NOTE:  
 REMOVE EXIST TREES, ROOTS, UNDERGROWTH  
 ETC AS REQD  
 CONTRACTOR TO DETERMINE EXIST ELEVATIONS  
 OF AREA AS REQD TO PLACE TILE FIELD &  
 PARKING AREA  
 REF MECH FOR SEPTIC TANK  
 DISTRIBUTION BOXES, TILE FIELD  
 LAYOUT & DET'S  
 Bituminous Curb

**BORING PROFILES**

SCOTT & BUTTS  
 SOIL AND FOUNDATION CONSULTANTS INC.  
 BALTIMORE, MARYLAND



**NOTE**  
 FIGURES IN COLUMNS ON BORING PROFILES REPRESENT THE NUMBER OF BLOWES REQUIRED TO DRIVE A STANDARD 1" O.D. SAMPLING TROOP ONE FOOT, UNLESS NOTED OTHERWISE, WITH A 140# HAMMER FREELY FALLING 30 INCHES.  
 BORING LOCATIONS CORRESPOND WITH NECESSARILY SHEET PREPARED BY PHOTO SCIENCE, INC.



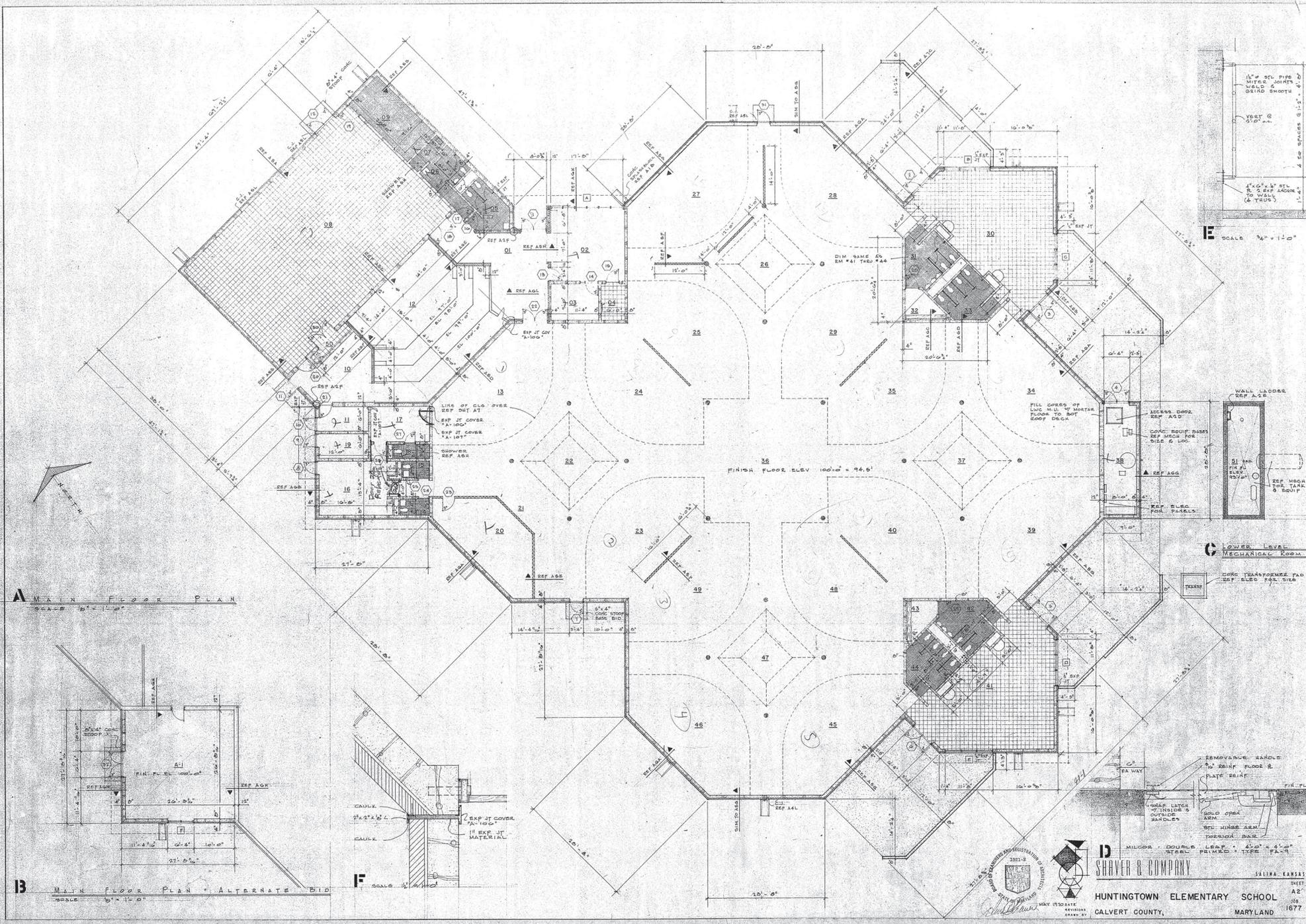
**SITE PLAN**

SCALE: 1" = 50'  
 J.E. McGRON, JR., INC.  
 REGISTERED PROFESSIONAL ENGINEERS & SURVEYORS  
 PRINCE FREDERICK, MARYLAND  
 PHOTO SCIENCE, INC.  
 BALTIMORE, MARYLAND

**LEGEND**

— 00 —	EXISTING CONTOUR
— 05 —	NEW CONTOUR
— P —	PROPERTY LINE
— T —	EXISTING TREES
— X —	EXISTING TREES TO BE REMOVED
— C —	CONCRETE PAVING & WALKS (UNIT PRICE) REF SPEC
— A —	ASPHALT PAVING (UNIT PRICE) REF SPEC
— S —	NEW STRUCTURE

SHAWER & COMPANY  
 HUNTINGTOWN ELEMENTARY SCHOOL  
 CALVERT COUNTY, MARYLAND  
 SHEET A1  
 1677



**A** MAIN FLOOR PLAN  
SCALE 1/4" = 1'-0"

**B** MAIN FLOOR PLAN - ALTERNATE BID  
SCALE 1/4" = 1'-0"

**F** SCALE 1/4" = 1'-0"

**E** SCALE 1/4" = 1'-0"

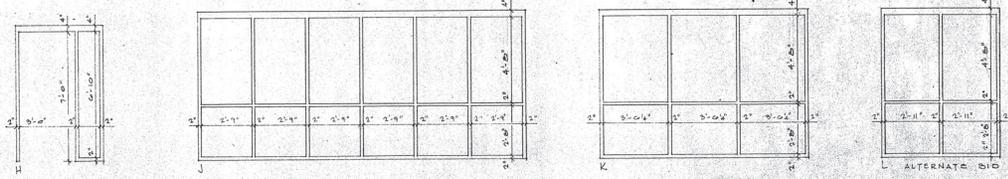
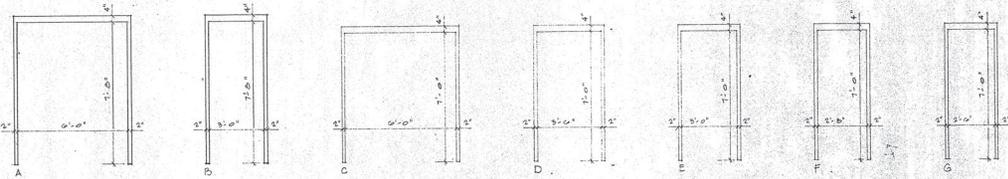
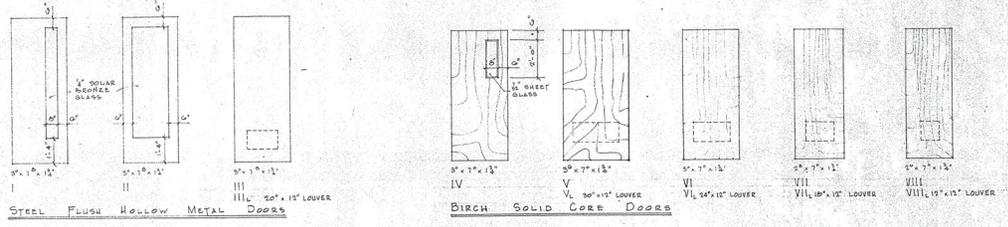


**SHARVER & COMPANY**  
 HUNTINGTOWN ELEMENTARY SCHOOL  
 CALVERT COUNTY, MARYLAND

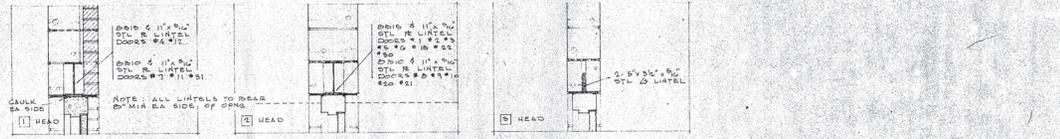
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 SHEET A2  
 1677

ROOM FINISH SCHEDULE

ROOM NO	ROOM NAME	FLOOR		WALLS		CEILING		REMARKS
		FINISH	BASE	FINISH	BASE	FINISH	BASE	
01	LOBBY	AC	AC	AC	AC	AC	AC	REF DTL
02	ADMINISTRATION	AC	AC	AC	AC	AC	AC	DNT AT
03	OFFICE	AC	AC	AC	AC	AC	AC	
04	STORAGE	AC	AC	AC	AC	AC	AC	
05	BOYS TOILET	MTL	MTL	MTL	MTL	MTL	MTL	MTL TOILET PARTITIONS 10'-0" HIGHER OVER LK
06	GIRLS TOILET	MTL	MTL	MTL	MTL	MTL	MTL	MTL TOILET PARTITIONS 10'-0" HIGHER OVER LK
07	SHOWER	MTL	MTL	MTL	MTL	MTL	MTL	
08	MULTI-PURPOSE ROOM	AC	AC	AC	AC	AC	AC	
09	KITCHEN	AC	AC	AC	AC	AC	AC	
10	PE & DIAS OFFICE	AC	AC	AC	AC	AC	AC	
11	STORAGE	AC	AC	AC	AC	AC	AC	
12	MUSIC & DRAMA	AC	AC	AC	AC	AC	AC	WYFL PLAT BASE @ LMC M.U. ONLY
13	RESOURCE MATERIALS CTR	AC	AC	AC	AC	AC	AC	
14	WOMEN'S TOILET	MTL	MTL	MTL	MTL	MTL	MTL	10'-0" HIGHER OVER LK
15	MENS TOILET	MTL	MTL	MTL	MTL	MTL	MTL	10'-0" HIGHER OVER LK
16	TEACHERS LOUNGE	AC	AC	AC	AC	AC	AC	
17	HEALTH ROOM	AC	AC	AC	AC	AC	AC	
18	TOILET	AC	AC	AC	AC	AC	AC	
19	OUTSIDE STORAGE	AC	AC	AC	AC	AC	AC	
20	LIBR OFF & WK RM	AC	AC	AC	AC	AC	AC	
21	RESOURCE MATERIALS CTR	AC	AC	AC	AC	AC	AC	
22	CLASSROOM	AC	AC	AC	AC	AC	AC	
23	CLASSROOM	AC	AC	AC	AC	AC	AC	
24	CLASSROOM	AC	AC	AC	AC	AC	AC	
25	CLASSROOM	AC	AC	AC	AC	AC	AC	
26	INSTR MATERIALS CTR	AC	AC	AC	AC	AC	AC	
27	CLASSROOM	AC	AC	AC	AC	AC	AC	
28	CLASSROOM	AC	AC	AC	AC	AC	AC	
29	CLASSROOM	AC	AC	AC	AC	AC	AC	
30	DEXTERITY CENTER	AC	AC	AC	AC	AC	AC	
31	BOYS TOILET	MTL	MTL	MTL	MTL	MTL	MTL	MTL TOILET PARTITIONS
32	JANITOR	AC	AC	AC	AC	AC	AC	
33	GIRLS TOILET	MTL	MTL	MTL	MTL	MTL	MTL	MTL TOILET PARTITIONS
34	CLASSROOM	AC	AC	AC	AC	AC	AC	
35	CLASSROOM	AC	AC	AC	AC	AC	AC	
36	TEACHERS PLANNING	AC	AC	AC	AC	AC	AC	
37	INSTR MATERIALS CTR	AC	AC	AC	AC	AC	AC	
38	MECH/ELEC ROOM	AC	AC	AC	AC	AC	AC	
39	CLASSROOM	AC	AC	AC	AC	AC	AC	
40	CLASSROOM	AC	AC	AC	AC	AC	AC	
41	DEXTERITY CENTER	AC	AC	AC	AC	AC	AC	
42	BOYS TOILET	MTL	MTL	MTL	MTL	MTL	MTL	MTL TOILET PARTITIONS
43	JANITOR	AC	AC	AC	AC	AC	AC	
44	GIRLS TOILET	MTL	MTL	MTL	MTL	MTL	MTL	MTL TOILET PARTITIONS
45	CLASSROOM	AC	AC	AC	AC	AC	AC	
46	CLASSROOM	AC	AC	AC	AC	AC	AC	
47	INSTR MATERIALS CTR	AC	AC	AC	AC	AC	AC	
48	CLASSROOM	AC	AC	AC	AC	AC	AC	
49	CLASSROOM	AC	AC	AC	AC	AC	AC	
50	STORAGE	AC	AC	AC	AC	AC	AC	
51	MECHANICAL ROOM	AC	AC	AC	AC	AC	AC	
A-1	SPECIAL EDUCATION RM	AC	AC	AC	AC	AC	AC	REF DTL ALTERNATE BID

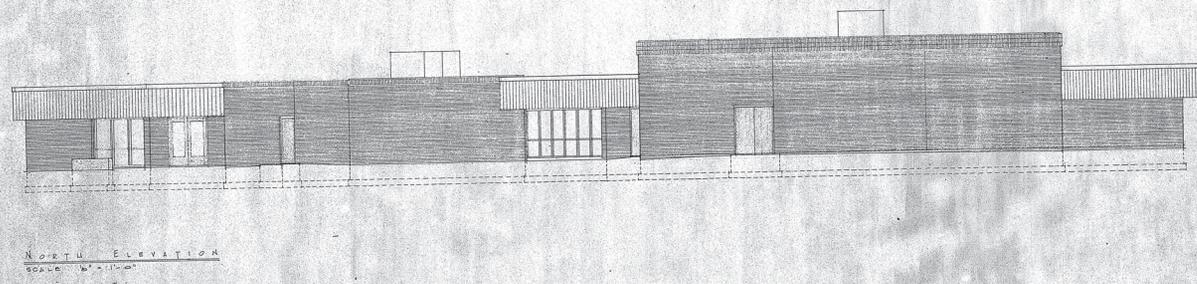
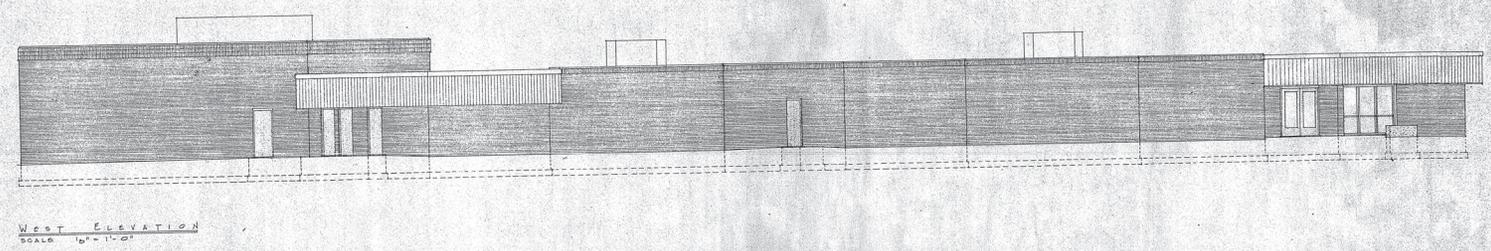
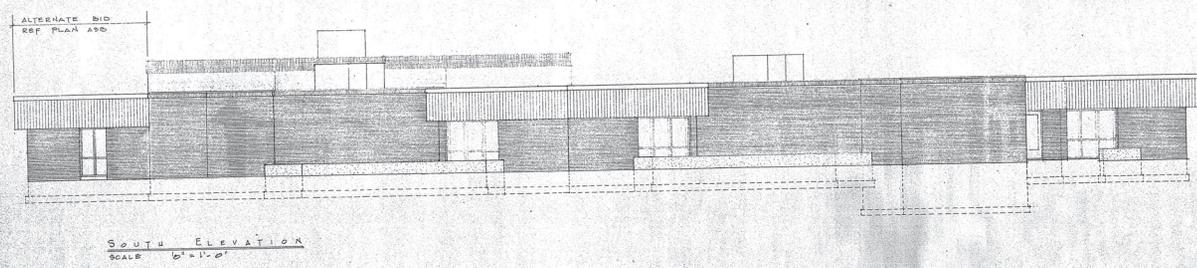
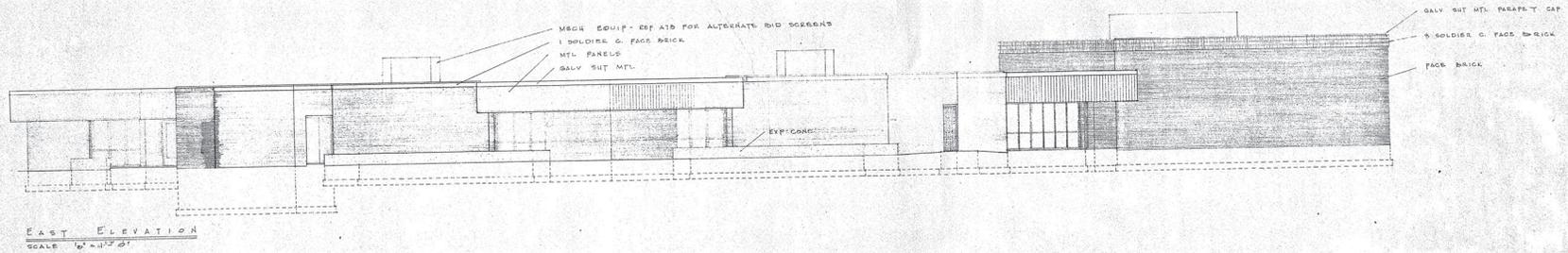


HOLLOW METAL DOOR & WINDOW FRAMES



DOOR SCHEDULE

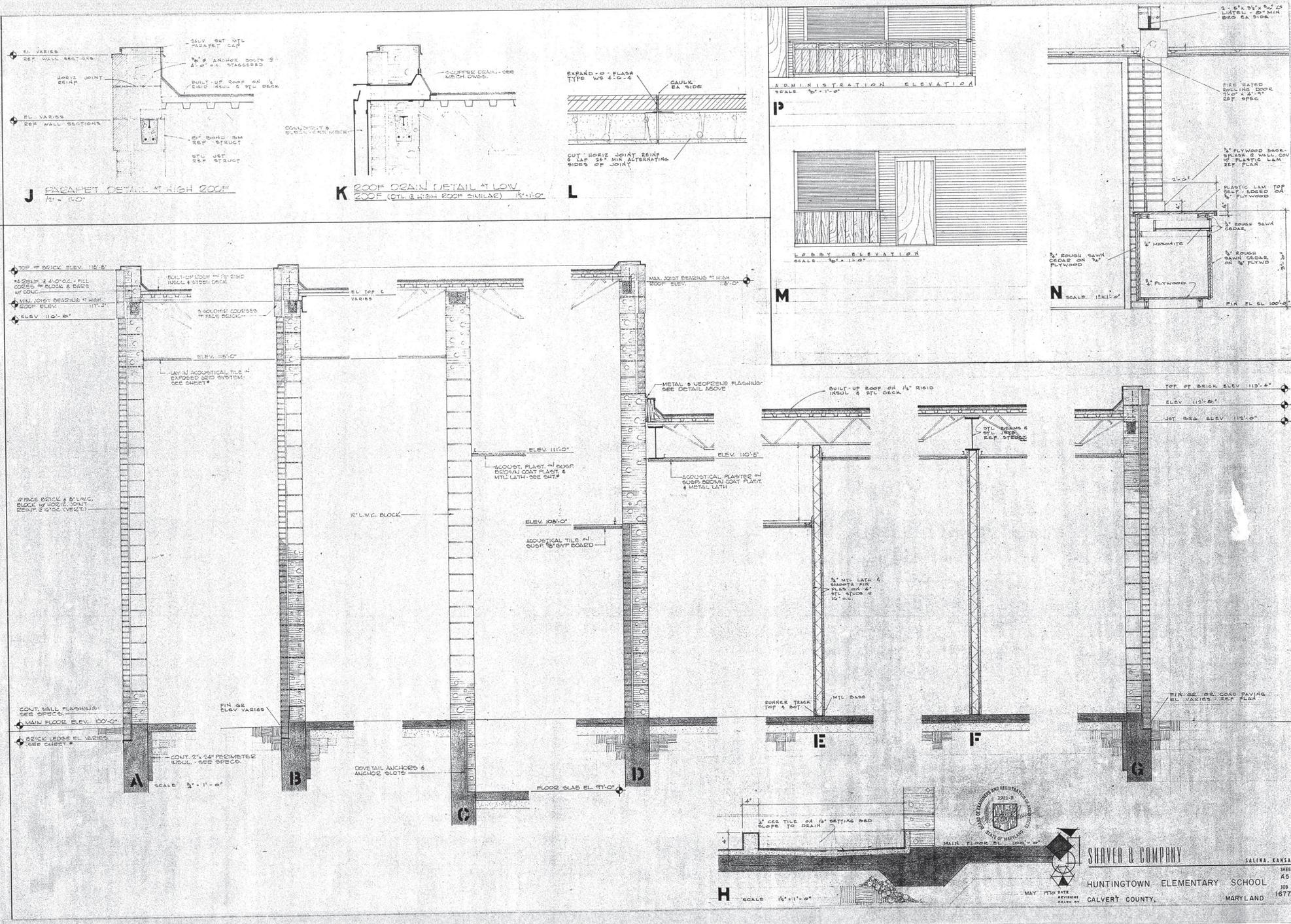
MARK	SIZE	TYPE	MATERIAL	FINISH	FRAME					REMARKS		
					ELEV	MATERIAL	HEAD	JAMB	SILL		THRESHOLD	LOUVER SIZE
1	PR 3'-0" x 7'-0"	I	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
2	PR 3'-0" x 7'-6"	II	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
3	PR 3'-0" x 8'-0"	III	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
4	PR 3'-0" x 8'-6"	IV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
5	PR 3'-0" x 9'-0"	V	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
6	PR 3'-0" x 9'-6"	VI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
7	PR 3'-0" x 10'-0"	VII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
8	PR 3'-0" x 10'-6"	VIII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
9	PR 3'-0" x 11'-0"	IX	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
10	PR 3'-0" x 11'-6"	X	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
11	PR 3'-0" x 12'-0"	XI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
12	PR 3'-0" x 12'-6"	XII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
13	PR 3'-0" x 13'-0"	XIII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
14	PR 3'-0" x 13'-6"	XIV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
15	PR 3'-0" x 14'-0"	XV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
16	PR 3'-0" x 14'-6"	XVI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
17	PR 3'-0" x 15'-0"	XVII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
18	PR 3'-0" x 15'-6"	XVIII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
19	PR 3'-0" x 16'-0"	XIX	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
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21	PR 3'-0" x 17'-0"	XXI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
22	PR 3'-0" x 17'-6"	XXII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
23	PR 3'-0" x 18'-0"	XXIII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
24	PR 3'-0" x 18'-6"	XXIV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
25	PR 3'-0" x 19'-0"	XXV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
26	PR 3'-0" x 19'-6"	XXVI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
27	PR 3'-0" x 20'-0"	XXVII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
28	PR 3'-0" x 20'-6"	XXVIII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
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32	PR 3'-0" x 22'-6"	XXXII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
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34	PR 3'-0" x 23'-6"	XXXIV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
35	PR 3'-0" x 24'-0"	XXXV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
36	PR 3'-0" x 24'-6"	XXXVI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
37	PR 3'-0" x 25'-0"	XXXVII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
38	PR 3'-0" x 25'-6"	XXXVIII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
39	PR 3'-0" x 26'-0"	XXXIX	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
40	PR 3'-0" x 26'-6"	XXXX	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
41	PR 3'-0" x 27'-0"	XXXXI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
42	PR 3'-0" x 27'-6"	XXXXII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
43	PR 3'-0" x 28'-0"	XXXXIII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
44	PR 3'-0" x 28'-6"	XXXXIV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
45	PR 3'-0" x 29'-0"	XXXXV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
46	PR 3'-0" x 29'-6"	XXXXVI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
47	PR 3'-0" x 30'-0"	XXXXVII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
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50	PR 3'-0" x 31'-6"	XXXXX	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
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54	PR 3'-0" x 33'-6"	XXXXXIV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
55	PR 3'-0" x 34'-0"	XXXXXV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
56	PR 3'-0" x 34'-6"	XXXXXVI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
57	PR 3'-0" x 35'-0"	XXXXXVII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
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59	PR 3'-0" x 36'-0"	XXXXXIX	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
60	PR 3'-0" x 36'-6"	XXXXXX	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
61	PR 3'-0" x 37'-0"	XXXXXXI	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
62	PR 3'-0" x 37'-6"	XXXXXXII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
63	PR 3'-0" x 38'-0"	XXXXXXIII	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
64	PR 3'-0" x 38'-6"	XXXXXXIV	STEEL	P	A	HOLLOW MTL	2	4	11	#1074	NONE	
65	PR 3'-0" x 39'-0"											



SHARPER & COMPANY  
 HUNTINGTOWN ELEMENTARY SCHOOL  
 CALVERT COUNTY, MARYLAND

SALINA, KANSAS  
 SHEET A4  
 JOB 1877

MAY 1910 DATE  
 REVISIONS  
 DRAWN BY



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 SALINA, KANSAS

HUNTINGTOWN ELEMENTARY SCHOOL

CALVERT COUNTY, MARYLAND

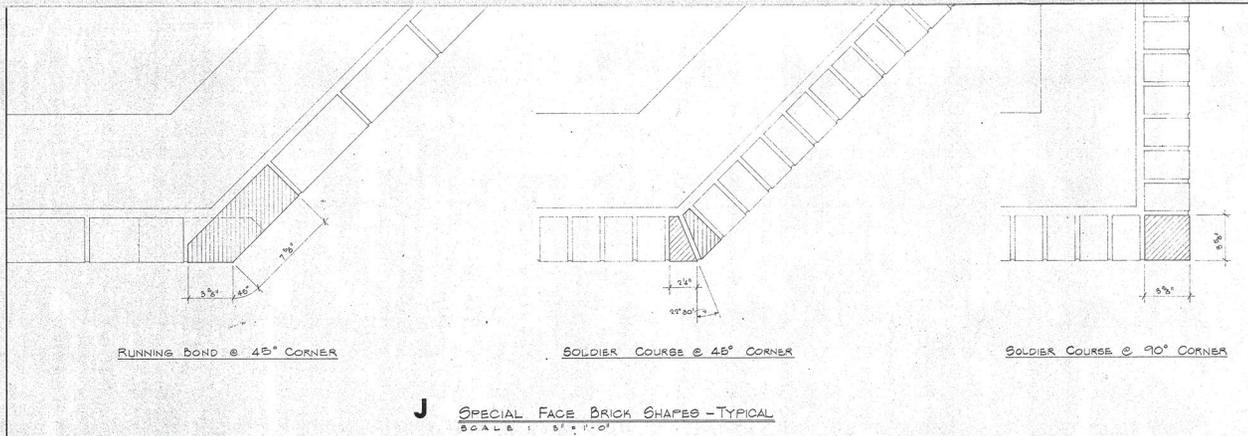
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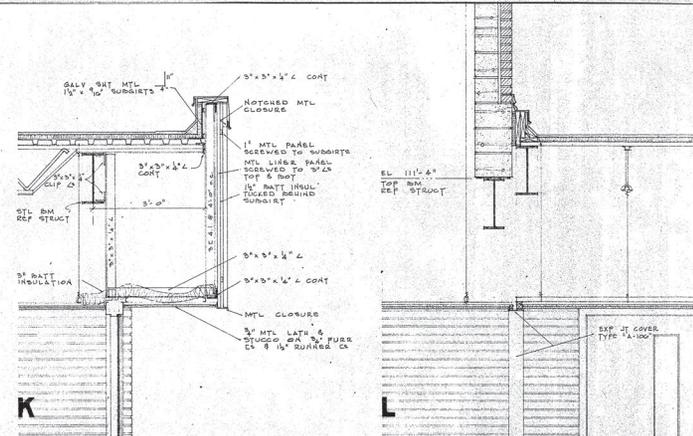
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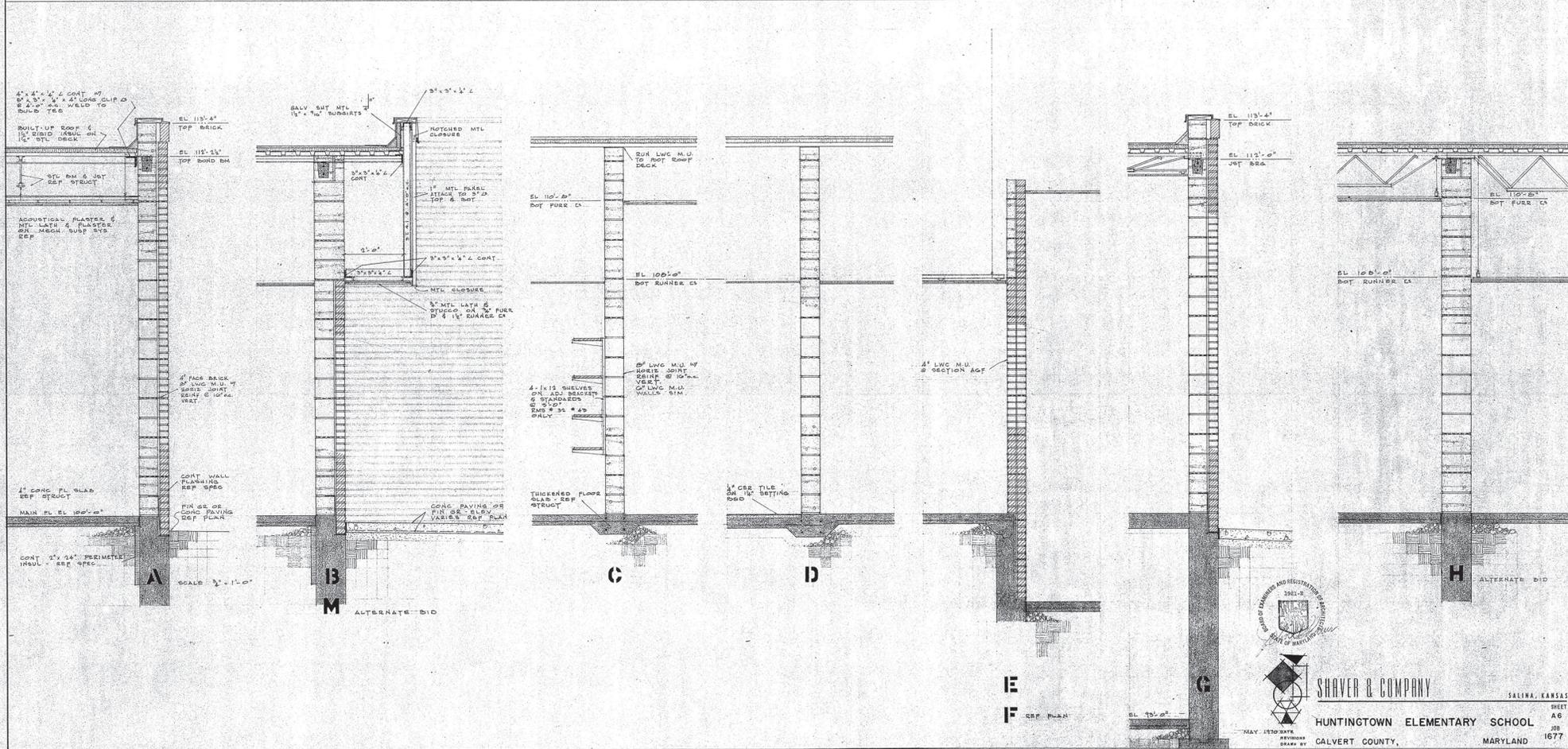


**J** SPECIAL FACE BRICK SHAPES - TYPICAL  
SCALE: 1/2" = 1'-0"



**K**

**L**



**A**

**B**

ALTERNATE BID

**C**

**D**

**E**

**F**

REF. PLAN

**G**

**H**

ALTERNATE BID



**SHARVER & COMPANY**

HUNTINGTOWN ELEMENTARY SCHOOL

CALVERT COUNTY, MARYLAND

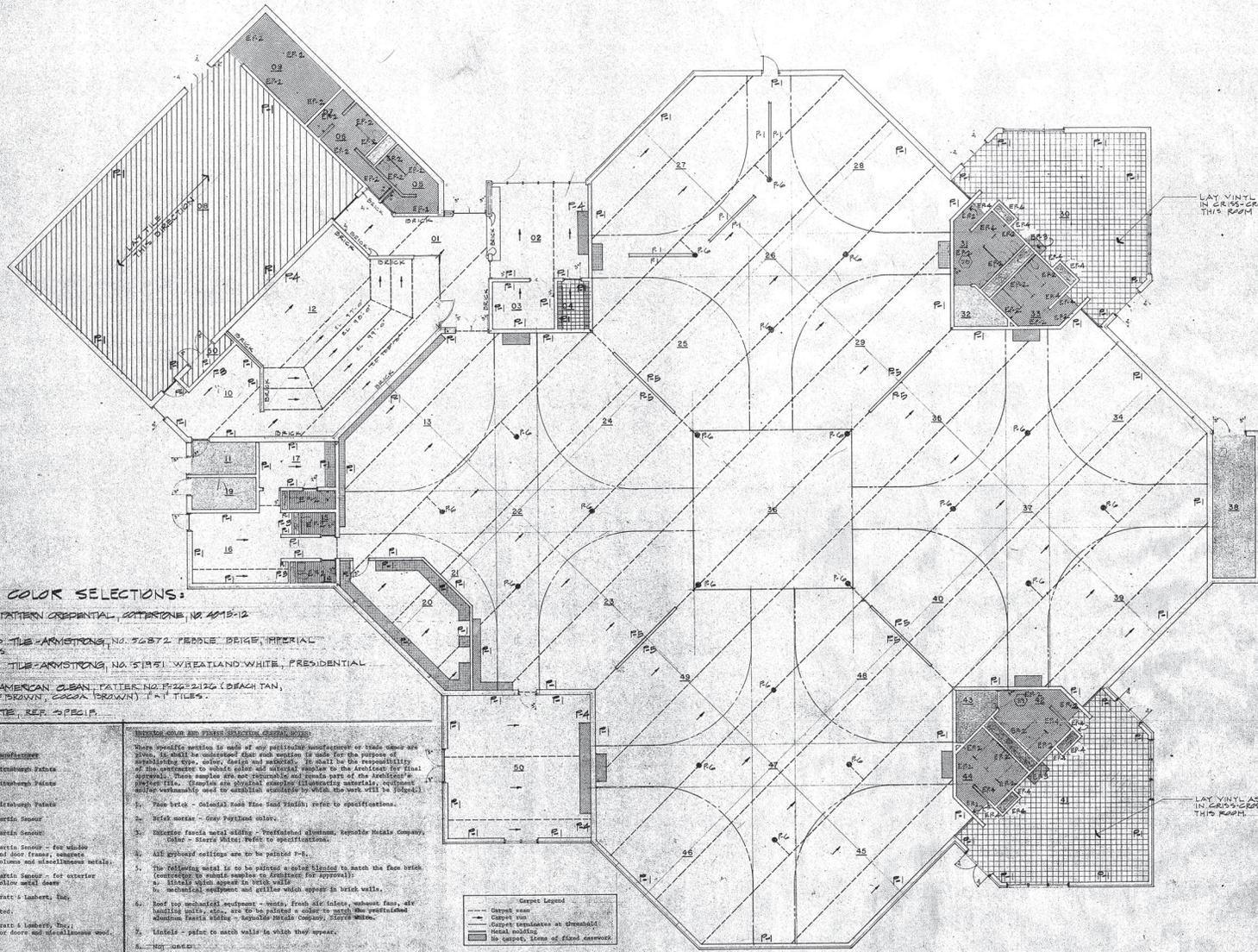
SALINA, KANSAS  
SHEET  
A6

MAY 1970 DATE REVISION  
DRAWN BY

1677



1/2" = 1'-0"



LAY VINYL ASBESTOS TILE IN CROSS-CROSS PATTERN THIS ROOM

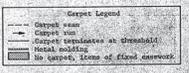
LAY VINYL ASBESTOS TILE IN CROSS-CROSS PATTERN THIS ROOM

**FLOOR FINISH & COLOR SELECTIONS:**

- CARPET - HERS, PATTERN ORIENTAL, COTTAGE, NR 4918-12
- VINYL ASBESTOS TILE - ARMSTRONG, NO. 36372, PEBBLE BRIDGE, IMPERIAL EXCELON SERIES
- VINYL ASBESTOS TILE - ARMSTRONG, NO. 31811, WHEATLAND WHITE, PRESIDENTIAL EXCELON SERIES
- CERAMIC TILE - AMERICAN OLEAN, PATTERN NO. P222-2122 (DEACH TAN, DRIFTWOOD, REEF BROWN, COCAIN BROWN) 1" x 1" TILES.
- POLISHED CONCRETE, REF. 3961P.

Work No.	Quantity	Material & Notes	Manufacturer
P-1	14-36	Carpet - Hers	Hers
P-2	14-36	Vinyl Asbestos Tile - Armstrong	Armstrong
P-3	14-36	Vinyl Asbestos Tile - Armstrong	Armstrong
P-4	14-36	Ceramic Tile - American Olean	American Olean
P-5	14-36	Polished Concrete	Ref. 3961P

1. Two coats - Coloidal Red Zinc Oxide finish to specifications.
2. Brick mortar - Gray Portland color.
3. Interior finish wall studs - Unfinished gypsum, Republic Metals Company, color - Sierra White; refer to specifications.
4. All gypsum ceilings are to be painted P-8.
5. The following wall is to be painted a color selected to match the face brick (contractor to obtain samples to architect for approval):
  - a. Brick walls appear in brick walls.
  - b. Mechanical equipment and ceiling which appear in brick walls.
6. Roof top mechanical equipment - units, fresh air intake, exhaust fans, air handling units, etc., are to be painted a color to match the unfinished aluminum finish siding - Reynolds Metals Company, Sierra White.
7. Windows - paint to match walls in which they appear.
8. Not specified.
9. All interior exposed wood (doors, framing, etc.) is to be stained P-1 (contractor to submit samples as per specifications for approval).
10. All caulking and sealant materials shall be of a color to match mortar joints or adjacent materials to which applied.
11. Metal Casework:
  - a. on brick walls - paint P-6
  - b. on aluminum finish - paint color to match Sierra White.



**INTERIOR COLOR & FINISH SELECTIONS AND CARPET SEAMING PLAN**

1/2" = 1'-0"

**SHAWER & COMPANY**  
 HUNTINGTOWN ELEMENTARY SCHOOL  
 CALVERT COUNTY, MARYLAND

STATE OF MARYLAND  
 STATE BOARD OF ARCHITECTS, ENGINEERS AND SURVEYORS  
 MAY 1970  
 EXHIBIT  
 1977

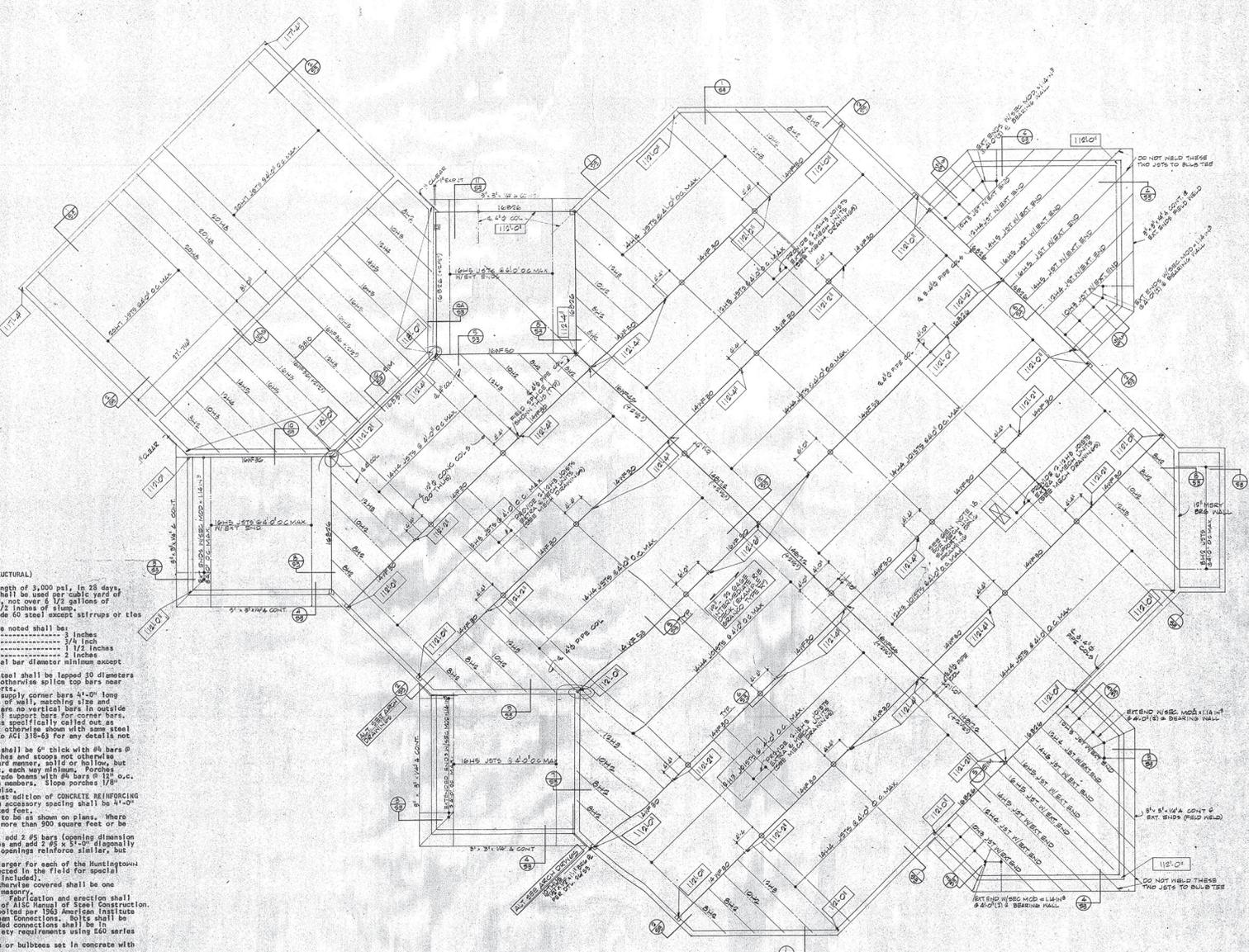
SALINA, KANSAS  
 SHEET  
 A-8  
 OF  
 25  
 MAY 1977





GENERAL NOTES (STRUCTURAL)

- All concrete shall develop a minimum strength of 3,000 psi, in 28 days, but not less than 5 1/2 sacks of cement shall be used per cubic yard of concrete regardless of strengths obtained, not over 5 1/2 gallons of water per sack of cement and not over 3/4 inches of slump.
- All reinforcing steel shall be #4's, grade 60 steel except stirrups or ties which shall be grade 40 steel.
- Standard coverage of bars unless otherwise noted shall be:  
 Where dirt formed ----- 3 inches  
 Slabs or Joist ----- 2 inches  
 Beams or Columns ----- 1 1/2 inches  
 All coverage shall be nominal bar diameter minimum except slabs and joist.
- Bars marked continuous and all vertical steel shall be lapped 30 diameters at splices and embedded. Unless shown otherwise splice top bars near midspan and splice bottom bars over supports.
- At corners of all walls and grade beams apply corner bars at 45° long (5'-0" in each direction) in outside face of wall, matching size and spacing of horizontal bars. Where there are no vertical bars in outside face of wall, apply three (3) #4 vertical support bars for corner bars.
- All concrete is reinforced concrete unless specifically called out as unreinforced. Reinforce all concrete not otherwise shown with steel as in similar sections or areas. Refer to ACI 318-63 for any details not shown.
- All slabs and stairs not shown otherwise shall be 6" thick with #4 bars @ 6" on center each way. All exterior porches and stoops not otherwise detailed may be constructed in any standard masonry, solid or hollow, but must be reinforced with #4 bars @ 12" o.c., each way minimum. Porches shall be dowelled to adjacent walls or grade beams with #4 bars @ 12" o.c., hooked or embedded 30 diameters into both members. Slope porches 1/8" per foot for drainage unless noted otherwise.
- Accessories shall be as specified in latest edition of CONCRETE REINFORCING STEEL INSTITUTE DESIGN HANDBOOK. Maximum accessory spacing shall be 4'-0" o.c., and all accessories to have galvanized feet.
- Construction joints in dirt formed slabs to be as shown on plans. Where not shown, limit controlled areas to not more than 900 square feet or be greater than 30 feet on any side.
- At all holes in concrete walls and slabs, add 2 #5 bars (opening dimension plus 60 diameters long) at each of 4 sides and add 2 #5 x 5'-0" diagonally at each of 4 corners of hole, in #4 wall openings reinforce at least, but 1 #5 instead of 2 #5 respectively.
- Allow 1/2 ton of reinforcing bars #4 or larger for each of the Huntington Beach and Appel sites to be used as directed in the field for special conditions (later for placing same to be included).
- Lintels over all openings in walls not otherwise covered shall be one 5" x 3 1/2" x 27 lbs I-beam.
- All structural steel shall be A-36 grade. Fabrication and erection shall be in accordance with the latest edition of AISC Manual of Steel Construction.
- All beam connections shall be welded or bolted per 1963 American Institute of Steel Construction Handbook, Framed Beam Connections. Girders shall be ASTM A307, bearing type connections. Welded connections shall be in accordance with the American Welding Society requirements using shield metal electrodes.
- Weld all steel joists to beams and angles or bulbtees set in concrete with 1/4" fillet weld 2" long each side.
- All H series joists shall have horizontal bar bridging as per steel joist institute specification. Provide rigid bridging - in addition to and matching horizontal bridging where joists are discontinuous unless horizontal bridging is anchored to wall top and bottom.
- All openings in steel joist roof to have 3 x 3 x 1/4" angle frame span between joists. Support mechanical equipment with 4 x 4 x 3/4" angles 1/2" between joists and 4 x 4 x 5/16" angles by length of mechanical unit (or 4'-0" minimum welds to top or bottom chord of joists to distribute load to joist panel points).
- See architectural and mechanical drawings for embedded items not shown herein and to verify size and location of all openings. Before executing anything herein show the contractor shall consider actual job conditions and report to the engineer any error, omission or difficulty affecting the work.
- No aluminum conduit shall be embedded in any concrete.
- These drawings are for Shaver specific buildings and no other use is authorized.
- Provide a minimum of 3/8" (1 1/2") camber at midspan on all bar joists.
- Construction joints in beams, slabs and grade beams shall occur near midspan (middle third) and provide 2 x 4 horizontal keys at construction joints.



ROOF FRAMING PLAN

- NOTES
- FOR GENERAL NOTES SEE SHEET 22
  - FOR PLAN DIMENSIONS & COL LOCATIONS SEE FOUNDATION & FLOOR PLAN SHEET 21
  - JOIST BEARING ELEVATIONS SHOWN PLUS ON PLAN
  - ELEVATION TOP OF STRUCTURAL STEEL - JOIST BEARING ELEVATION UNLESS NOTED THIS ON PLAN (2'-0")



BOB D. CAMPBELL & COMPANY  
 CONSULTING STRUCTURAL ENGINEERS  
 4338 Beltsville, Kansas City, Mo. 64111



SHAWER & COMPANY

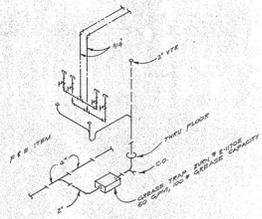
HUNTINGTOWN ELEMENTARY SCHOOL  
 CALVERT COUNTY, MARYLAND

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 SHEET  
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 1677

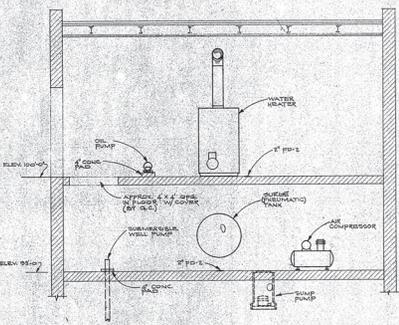
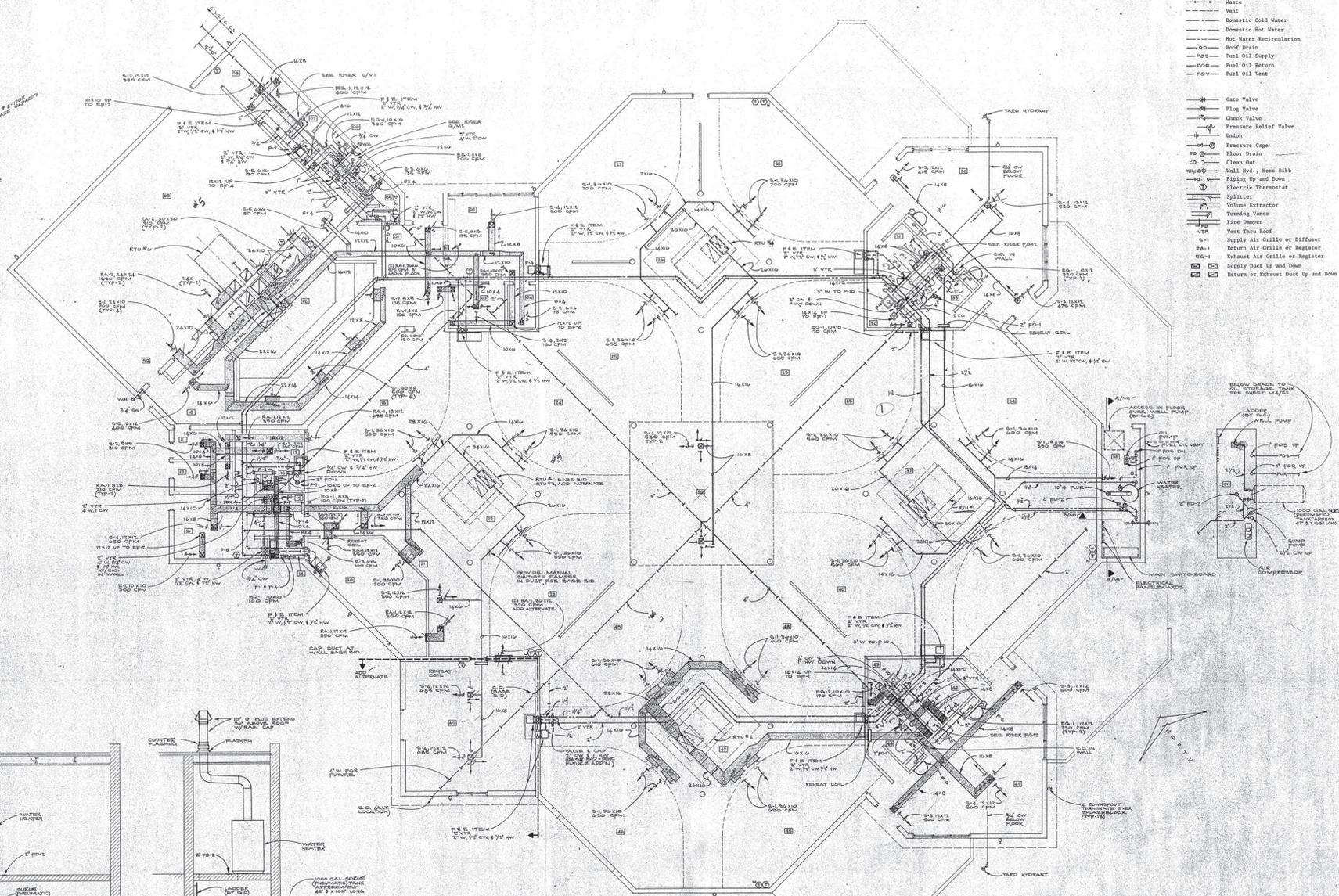


**LEGEND**

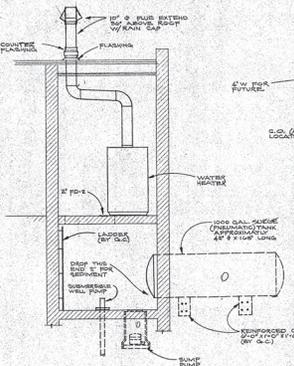
- Waste
  - Hot
  - Domestic Cold Water
  - Domestic Hot Water
  - Hot Water Recirculation
  - RD --- Roof Drain
  - FOS --- Fuel Oil Supply
  - FOR --- Fuel Oil Return
  - FOV --- Fuel Oil Vent
- 
- ⊕ Gate Valve
  - ⊖ Plug Valve
  - ⊘ Check Valve
  - ⊙ Pressure Relief Valve
  - ⊖⊖ Floor Drain
  - ⊖⊖ Pressure Gauge
  - ⊖⊖ Floor Drain
  - ⊖⊖ Clean Out
  - ⊖⊖ Wall Stop, Hose Bibb
  - ⊖⊖ Piping Up and Down
  - ⊖⊖ Electric Thermostat
  - ⊖⊖ Splitter
  - ⊖⊖ Volume Extractor
  - ⊖⊖ Turning Vanes
  - ⊖⊖ Fire Damper
  - ⊖⊖ Vent Thru Roof
  - ⊖⊖ Supply Air Grille or Diffuser
  - ⊖⊖ Return Air Grille or Register
  - ⊖⊖ Exhaust Air Grille or Register
  - ⊖⊖ Supply Duct Up and Down
  - ⊖⊖ Return or Exhaust Duct Up and Down



**RISE R.M. 03**  
NO SCALE



**A SECTION**  
SCALE 1/4" = 1'-0"



**B SECTION**  
SCALE 1/4" = 1'-0"

**GENERAL NOTES**

1. FOR ADDITIONAL DETAILS, SEE SPECIFICATIONS.
2. SEE GENERAL NOTES FOR ADDRESS PANELS.
3. SEE ALSO REFLECTIVE CEILING PLAN FOR ADDRESS PANELS.
4. SEE F.E.S. PLANS AND SPECIFICATIONS FOR ITEMS REFERENCED ON MECHANICAL PLANS AND SPECIFICATIONS.
5. REFERENCED BY S.C.
6. DOWNSPUTS SECURED TO WALL WITH BLACK STEEL ANCHORS.
7. DOWNSPUTS IN WALL AT BACK COVER & VIBRATED TO DOWNSPUT.

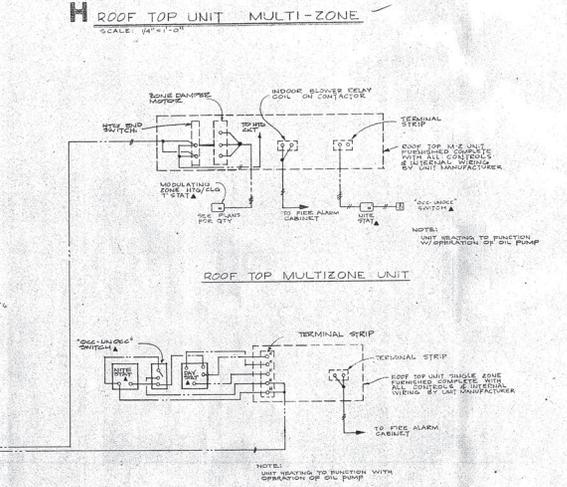
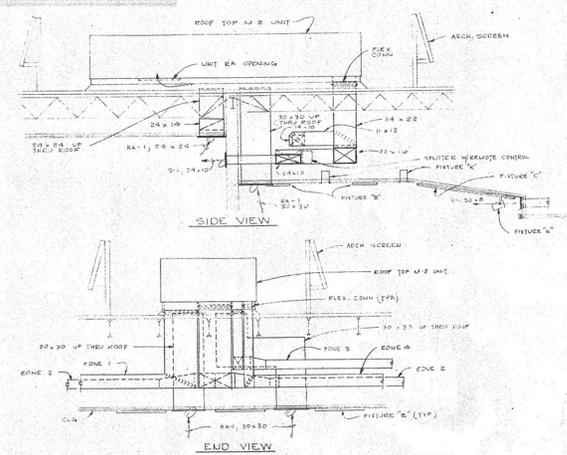
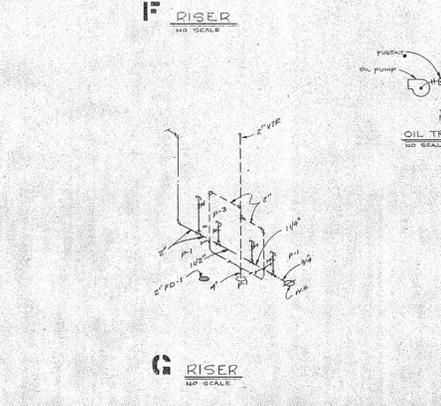
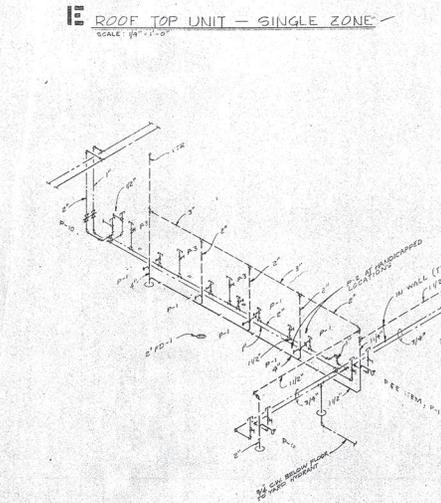
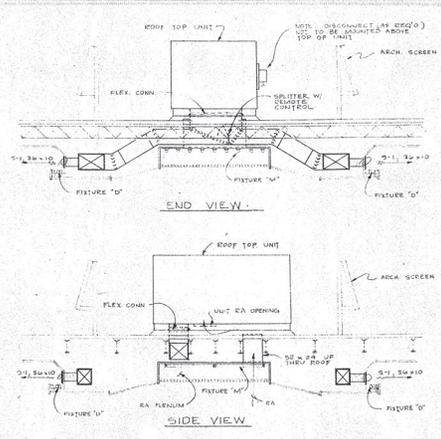
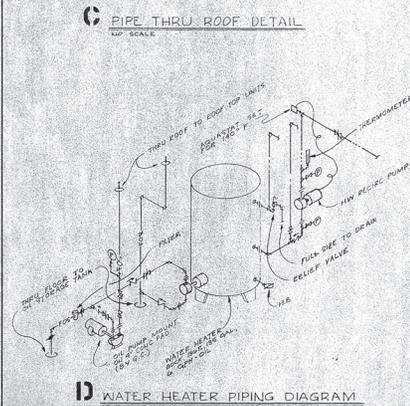
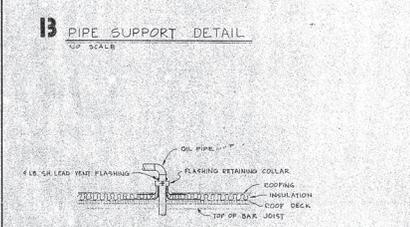
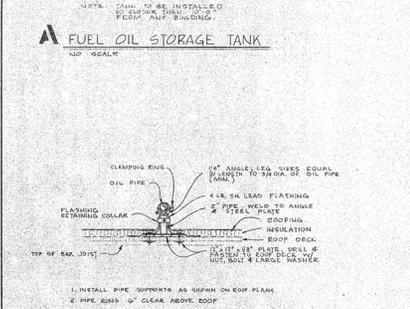
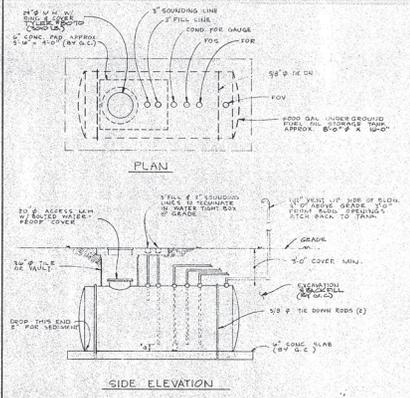
**MECHANICAL FLOOR PLAN**  
SCALE 1/8" = 1'-0"

**SHAWER & COMPANY**

HUNTINGTOWN ELEMENTARY SCHOOL  
CALVERT COUNTY MARYLAND

DATE: 11/10/2022  
BY: WILSON & BIEL

SALINA KERRAN  
SHEET  
M1  
JOB  
1679



**MECHANICAL EQUIPMENT SCHEDULE**

UNIT	TYPE	SIZE	HP	EFF.	NOTES
ROOF TOP UNIT #1	HEATING	8500 CFM	30 H.P.	84%	5.7' x 5' HP, 480/60/38
	COOLING	8500 CFM	30 H.P.	84%	5.7' x 5' HP, 480/60/38
ROOF TOP UNIT #2	HEATING	12750 CFM	45 H.P.	84%	8.1' x 5' HP, 480/60/38
	COOLING	12750 CFM	45 H.P.	84%	8.1' x 5' HP, 480/60/38
ROOF TOP UNIT #3	HEATING	7000 CFM	25 H.P.	84%	5.7' x 5' HP, 480/60/38
	COOLING	7000 CFM	25 H.P.	84%	5.7' x 5' HP, 480/60/38
ROOF TOP UNIT #4	HEATING	7000 CFM	25 H.P.	84%	5.7' x 5' HP, 480/60/38
	COOLING	7000 CFM	25 H.P.	84%	5.7' x 5' HP, 480/60/38
REHEAT COIL	HEATING	855 CFM @ 1500 CFM	115 H.P.	84%	5.7' x 480/60/38
EXHAUST FAN #1		930 CFM	1.78" S.F.	1/220 RPM	1160 rpm, 1-speed; 120/60/18
#2		300 CFM	1.78" S.F.	1/220 RPM	860 rpm, 1-speed; 120/60/18
#3		600 CFM	1.78" S.F.	1/400 RPM	860 rpm, 1-speed; 120/60/18
#4		500 CFM	1.78" S.F.	1/220 RPM	860 rpm, 1-speed; 120/60/18
SUPPLY GRILLES		4-1" - grille - Sidwall - Titus, 2-270			
RETURN GRILLES		4-1" - Register - Titus - RL24			
EXHAUST GRILLES		10-1" - Register - Titus - RL24			

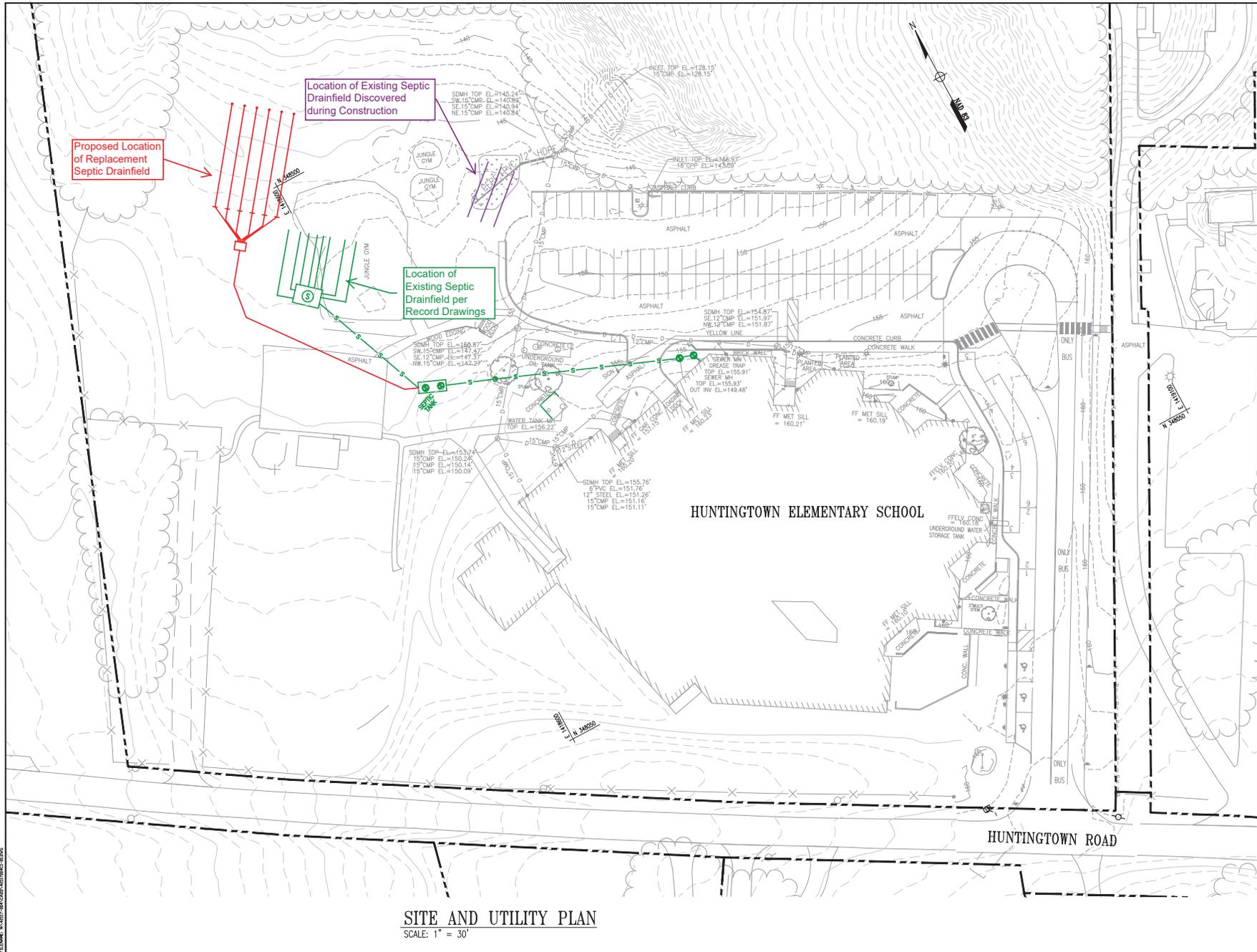
STATE OF MARYLAND  
SHARPER & COMPANY  
HUNTINGTOWN ELEMENTARY SCHOOL  
CALVERT COUNTY MARYLAND 1677











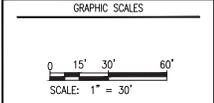
**SITE AND UTILITY PLAN**  
SCALE: 1" = 30'

REVISIONS	



**HUNTINGTOWN  
ELEMENTARY SCHOOL  
SEPTIC DRAINFIELD  
REPLACEMENT**

KEY PLAN	



SIGNATURE

PROFESSIONAL CERTIFICATION.  
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 19376. EXPIRATION DATE: 09/22/2023



**CONCEPT SEPTIC DRAINFIELD  
SITE AND UTILITY PLAN**

DRAWING NO.  
**C-101**

SCALE: 1" = 30'	DATE: AUG 25, 2022	SHEET XX OF XX
DES: MHC	DRAWN: MHC	CHECK: ADO



**Item 7. Pass-Through Grant Funding Approval**

**Motion:**

To approve the Pass-Through Grant program projects as presented in this item with a total allocation of \$10,000,000 to Frederick County Public Schools, 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. Applications are received on a rolling basis. IAC staff review the applications to ensure projects are eligible for funding.

IAC staff have reviewed and recommend approval of the following projects:

LEA	PSC Number	Project	Requested Funding	PTG Allocation
Frederick	10.068	Tuscarora High – New Synthetic Turf	\$1,900,000	\$1,900,000
Frederick	10.036	Brunswick High – New Synthetic Turf	\$2,100,000	\$2,100,000
Frederick	10.012	Walkersville High – New Synthetic Turf	\$1,900,000	\$1,900,000
Frederick	10.051	Catoctin High – New Synthetic Turf	\$1,900,000	\$1,900,000
Frederick	10.015	Thurmont Elementary - Limited Renovation	\$2,200,000	\$2,200,000,
<b>Frederick Total</b>			<b>\$10,000,000</b>	<b>\$10,000,000</b>

**Current PTG Funding Balances:**

<b>LEA</b>	<b>Total Allocation</b>	<b>IAC Approved Funding</b>	<b>Remaining Available Funds</b>
Allegany	\$82,869	\$0	\$82,869
Baltimore City	\$75,000,000	\$0	\$75,000,000
Baltimore County	\$80,000,000	\$0	\$80,000,000
Calvert	\$161,696	\$0	\$161,696
Caroline	\$56,883	\$56,883	\$0
Carroll	\$266,168	\$0	\$266,168
Cecil	\$153,156	\$0	\$153,156
Charles	\$5,000,000	\$5,000,000	\$0
Dorchester	\$46,670	\$0	\$46,670
Frederick	\$10,000,000	\$0	\$10,000,000
Garrett	\$36,216	\$0	\$36,216
Harford	\$398,906	\$0	\$398,906
Howard	\$35,000,000	\$0	\$35,000,000
Kent	\$18,459	\$0	\$18,459
Prince George's	\$30,000,000	\$0	\$30,000,000
Queen Anne's	\$77,055	\$0	\$77,055
Somerset	\$27,665	\$0	\$27,665
St. Mary's	\$180,784	\$0	\$180,784
Talbot	\$45,783	\$44,112	\$1,671
Washington	\$228,224	\$0	\$228,224
Wicomico	\$150,217	\$150,217	\$0
Worcester	\$69,249	\$0	\$69,249
<b>Total</b>	<b>\$237,000,000</b>	<b>\$5,251,212</b>	<b>\$231,748,788</b>



## SB 291 Pass-Through Funding Application

Please complete all shaded cells and submit the signed form to [iac.pscp@maryland.gov](mailto:iac.pscp@maryland.gov) with the subject line "[County] SB 291 Pass-Through Funding Application"

Local  
Education  
Agency Frederick  
EIN Number

Address 191 S. East St. Frederick, MD 21701

### Project Details

PSC No.	School Name	Project Type	Address	Scope	Allocation Request
10.068	Tuscarora High School	Renovation/Addition	5312 Ballenger Creek Pike, Frederick, MD 21703	Frederick County Public Schools intends to install a new synthetic turf field to replace an existing natural grass field. This supports the equity needs of the district and to align with other school field conditions, many of which were installed as part of new construction. The project will include all required site excavation, underground utilities, sub base preparation and installations, complete synthetic turf field installations, track enhancements, and needed field accessories and equipment.	\$ 1,900,000
10.036	Brunswick High School	Renovation/Addition	101 CUMMINGS DRIVE, BRUNSWICK, MD 21716	Frederick County Public Schools intends to install a new synthetic turf field to replace an existing natural grass field. This supports the equity needs of the district and to align with other school field conditions, many of which were installed as part of new construction. The project will include all required site excavation, underground utilities, sub base preparation and installations, complete synthetic turf field installations, track enhancements, and needed field accessories and equipment. This project includes repair and replacement of the track asphalt sub base.	\$ 2,100,000
10.012	Walkersville High School	Renovation/Addition	81 FREDERICK ST, WALKERSVILLE, MD 21793	Frederick County Public Schools intends to install a new synthetic turf field to replace an existing natural grass field. This supports the equity needs of the district and to align with other school field conditions, many of which were installed as part of new construction. The project will include all required site excavation, underground utilities, sub base preparation and installations, complete synthetic turf field installations, track enhancements, and needed field accessories and equipment.	\$ 1,900,000



## SB 291 Pass-Through Funding Application

10.051	Catoctin High School	Renovation/Addition	14745 SABILLASVILLE RD, THURMONT, MD 21788	Frederick County Public Schools intends to install a new synthetic turf field to replace an existing natural grass field. This supports the equity needs of the district and to align with other school field conditions, many of which were installed as part of new construction. The project will include all required site excavation, underground utilities, sub base preparation and installations, complete synthetic turf field installations, track enhancements, and needed field accessories and equipment.	\$ 1,900,000
10.015	Thurmont Elementary School	New	805 E MAIN ST. THURMONT, MD 21788	When an initial budget was established for the Thurmont Elementary School limited renovation, market conditions did not indicate that inflation and costs increases would occur so rapidly. Therefore, the originally requested budget amount from the State CIP was not sufficient to meet the approved cost share allocations for the total cost of the project. The passthrough grant allows FCPS to maximize the State participation in the Thurmont ES project. The grant funds do not supplant the local share for the project.	\$ 2,200,000

