

## SECTION B - SCOPE OF SERVICES

### 1. Definitions

- 1.1. The following words and phrases, here appearing capitalized and in quotes, have the following meanings for the purposes of this solicitation and resultant contract(s):
- 1.2. "ARCHITECT" or "A/E": An entity that enters into a separate contract with the County to perform architectural/engineering services on a Task Order.
- 1.3. "CONTRACT ADMINISTRATOR": The individual identified in any contract resulting from this solicitation responsible for the administration of the contract in accordance with the authorities and limitations delegated to him by the Director, as specified in the contract.
- 1.4. "CONTRACT AMENDMENT": A contract modification signed by the Contractor and the Contracting Officer that provides for a change of contract provisions.
- 1.5. "COUNTY" or "OWNER": Montgomery County, Maryland, a body corporate and politic and a local subdivision of the State of Maryland.
- 1.6. "COUNTY PROJECT MANAGER": The person designated by the Contract Administrator to serve as contact for day-to-day communication with the Contractor for a particular Project/Task Order.
- 1.7. "DIRECTOR": The Director, Office of Procurement. The Director is the Contracting Officer for the County.
- 1.8. "PROJECT": A complete and properly functioning facility suitable for the purpose for which it is intended and satisfying the County's needs.
- 1.9. "TASK ORDER": A written document, signed by the Contractor and executed by the Contract Administrator, which, when combined with a Purchase Order issued by the Office of Procurement, directs the Contractor to perform the Work for a lump-sum cost.
- 1.10. "TASK ORDER AMENDMENT": A type of Task Order modification signed by the Contractor and the Contract Administrator which, when combined with a Purchase Order issued by the Office of Procurement, provides for a change of Task Order provisions without affecting the Contract provisions.
- 1.11. "TASK ORDER DOCUMENTS": Owner-provided plans and specifications, and any amendments and change orders thereto, prepared for each individual Task Order.
- 1.12. "TASK ORDER SUM": The lump-sum amount specified in a Task Order and any Task Order Amendments.
- 1.13. "USING DEPARTMENT HEAD" or "DEPARTMENT HEAD": The Chief, Division of Building Design and Construction, Department of General Services.
- 1.14. "WORK": The total design and or construction administration and related services performed under a Task Order by the Contractor.

Additional capitalized words and phrases found in this solicitation and resultant contract(s) are defined in the General Conditions of Design Contract. It is the County's intent to enter into a Contract with a qualified Design firm to provide all services Related to Design Services For Various County Facilities.

### 2. Background / Intent

- 2.1. The Montgomery County, Maryland, Department of General Services, Division of Building Design and Construction intends to use this solicitation to select qualified Consultants to provide Architectural and Engineering Services for the planning, design, permitting, bidding and construction administration of new construction or renovation of various County facilities such as but not limited to recreation centers, day care centers, libraries, office buildings, fire stations, public safety, police stations, pools, warehouses, vehicle maintenance, etc.:
  - 2.1.1. Up to Four (4) qualified contractors for Design Services may be selected for comprehensive design and construction administration of various County Facility projects.

- 2.2. Task Orders issued under the contract(s) resulting from this solicitation will provide for design services for various County facilities. These projects will encompass all aspects of commercial design, including (but not limited to) site work, utilities, structural systems, MEP systems, life safety systems, demolition plans, interior design and renovations, thermal envelope, roofing, Furniture selection and plans, and finishes.
- 2.3. Design of the Work must meet the requirements of the County's Permitting, Inspection and Complex Structures regulations.

### **3. Performance Period**

- 3.1 The contractual period for assigning Task Orders under this Contract begins upon signature of the Contract by the Director, Office of Procurement, and ends after a one (1) year period. Before this one-year period ends, the Director, at his/her sole option, may (but is not required to) renew the Contract for four (4) additional periods of one (1) year each if the Director determines that renewal is in the best interest of the County. The A/E's satisfactory performance does not guarantee renewal of the Contract. No new Task Orders may be assigned under the Contract after the first three (3) years without prior written approval by the Director.
- 3.2 Any Task Orders assigned but not completed by the end of the contractual period for assigning Task Orders must be completed by the A/E with all compensation and provisions of the Contract still in force and effect, including the County's ability to adjust funding for any required Task Order changes (increase or decrease to the Task Order amount), until final completion and acceptance by the Contract Administrator (or designee) of the Task Order work.
- 3.3 The Contract Term ends upon the later of the following two dates: 1) the end of the three-year period plus any optional renewal periods as described above; or 2) when the last Project for which a Task Order has been executed under the Contract achieves Final Completion (as defined in the General Conditions of Construction Contract).
- 3.4 Performance period for each Task Order will be determined in the Task Order.

### **4. Price Adjustments**

- 4.1 Prices quoted are firm for a period of two (2) years after execution of the Contract. Any request for a price adjustment, after this two-year period, is subject to the following:
  - 4.1.1 Approval or rejection by the Director, Office of Procurement, or designee.
  - 4.1.2 Submission in writing to the Director, Office of Procurement and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
  - 4.1.3 Submission within sixty (60) days prior to contract expiration date if the contract is being amended.
  - 4.1.4 The County will not approve a price adjustment request that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must be based upon the CPI for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
  - 4.1.5 The County will approve only one price adjustment for each contract term if a price adjustment is approved.
  - 4.1.6 The price adjustment, including its effective date, must be incorporated into a written contract.
  - 4.1.7 If pricing is based on percentage discounts, the percentage discount is fixed throughout the term of the contract.