



Contract NO. 90949  
Proposal No. 90949

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE  
STRATEGIC CONTRACTING OFFICE  
ADELPHI, MARYLAND 20783

STANDARD FORM OF AGREEMENT WITH ARCHITECTS AND ENGINEERS

This Agreement made this XXXXth day of XXXXXX Two Thousand XXXX between the University of Maryland, College Park, Maryland, hereinafter referred to as the University, and XXX (full name & address), hereinafter referred to as the A/E.

WHEREAS, the A/E having been informed as to the scope of the Renovations to UMUC’s Inn and Conference Center (ICC), hereinafter referred to as the Project, and having read and examined the Project Program titled “ICC Renovation – Design Program Plan and dated April 19, 2011, The Request for Proposal (RFP) No. 90949, dated April 19, 2011 and RFP Amendment(s) Numbered XX through XX, the Department of General Services Procedure Manual For Professional Services (DGS/PMPS) dated July 2003, and the Marriott’s Design Criteria, and having represented himself to be professionally qualified to render the professional services detailed herein, and having submitted a Fee Proposal dated XXXXXXXXXXXX based on the Program, the RFP and its Amendments, the Department of General Services Procedure Manual for Professional Services, and the Marriott’s Design Criteria referred to above, which are incorporated into this Agreement by reference, all of which the University relies upon as an indication of the A/E’s ability to satisfactorily execute the professional services within the specified time schedule covered by this Agreement; and

WHEREAS, the University has available funds in the total amount of XXXXXXXXXXXXXXXX Dollars (\$0.00) for initial Contract award for Phase(s) XXXXXX through XXXXXXX including Basic Services, Special Services, and Reimbursable Expenses for these phases, it being clearly understood that said funds are to include all fees and expenses of the A/E for these phases. At the University’s sole discretion, subject to availability of appropriated funds for the intended purpose, the University may award subsequent phases.

NOW, THEREFORE, the University does, under the conditions named herein, hereby employ the A/E for rendition to it of professional services to said Project as hereinafter set forth. The compensation to be paid to the A/E for professional services rendered to the Project, including all fees and expenses, pursuant to this Agreement and based on A/E’s Fee Proposal referred to above, shall be XXXXXXXXXXXXXXXX Dollars (\$0.00) the total compensation for all Phases provided for hereinafter and in Special Conditions below, it being understood that the compensation to be paid shall be divided among each individual Phase as follows, with the University retaining the right to limit this Agreement to work completed at the conclusion of any phase.

Phase	Basic Services	Special Services	Reimbursables	Optional Services	Total
1. Schematic Design	\$0	\$0	\$0	\$0	\$0
2. Design Development	\$0	\$0	\$0	\$0	\$0
3. Construction Documents	\$0	\$0	\$0	\$0	\$0

4. Bidding Phase	\$0	\$0	\$0	\$0	\$0
5. Construction Administration	\$0	\$0	\$0	\$0	\$0
6. Post Construction	\$0	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Special Services are as follows. The A/E shall not proceed with any Special Service until receipt of written notice to proceed with it from the University.

<u>Special Services</u>	<u>Special Services Fee</u>
1. XXXXXXXXXXXXXXXXXXXX	\$0
2. XXXXXXXXXXXXXXXXXXXX	\$0
<b>Total Special Services Fees:</b>	<b>\$0</b>

Reimbursable Expenses are as follows.

<u>Reimbursable Expenses</u>	<u>Amount</u>
1. XXXXXXXXXXXXXXXXXXXX	\$0
<b>Total Reimbursable Expenses:</b>	<b>\$0</b>

Optional Services are as follows. Optional Services may be added to the Contract at the University’s option. The A/E shall not proceed with any Optional Service until receipt of a signed contract modification for these services.

<u>Optional Services</u>	<u>Optional Services Fee</u>
1. XXXXXXXXXXXXXXXXXXXX	\$0
<b>Total Optional Services Fees:</b>	<b>\$0</b>

The A/E shall perform the services consistent with this Agreement, and within the mutually agreed upon schedule for the completion of each phase of services. The A/E shall perform any additional services as expeditiously as is consistent with good professional skill and care and the orderly progress of the work.

**SPECIAL CONDITIONS**

1. The Technical Proposal dated XXXXXX, pre-negotiation meeting minutes dated XXXXXX, A/E Fee Proposal dated XXXXXX, fee negotiation meeting minutes dated XXXXXX, and oral presentation document submitted by the A/E on XXXXXX, are attached and incorporated into this Agreement by reference. The following additional information has been provided to the A/E and shall be incorporated into this Agreement by reference:  
 XXXXXXXXXXXX Dated XXXXXX  
 XXXXXXXXXXXX Dated XXXXXX
  
2. In the event of a conflict between specific requirements addressed in more than one Contract document, the order of precedence of Contract documents is as follows:
  - First: Contract modifications to this Contract.
  - Second: This Agreement.
  - Third: The A/E Fee Proposal and fee negotiation meeting minute(s).
  - Fourth: The Request for Proposal and its Amendment(s).
  - Fifth: The Program
  - Sixth: The DGS Procedure Manual for Professional Services and its Amendment(s).
  - Seventh: The Marriott Design Criteria
  - Eighth: The A/E’s Technical Proposal and Oral Presentation.

3. When used in reference to the contractual relationship between the University and the A/E, defined by this Agreement, the terms “contractor” and “A/E” shall have the same meaning. When used in reference to the relationship between the University and the Construction Manager (CM), defined by the Agreement between the University and the CM, the terms “contractor” and “CM” shall have the same meaning.
4. The A/E’s design schedule of **XXXXXX** weeks from the A/E’s receipt of the Notice to Proceed through the final Construction Documents Phase includes the University’s review time and estimated time for cost reconciliation.
5. The A/E shall include Alternates, Allowances, and Unit Prices in the Construction Documents as directed by the University. The estimated value of the Alternates shall equal ten (10) percent of the anticipated Direct Construction Cost, unless modified by the University.
6. The A/E shall prepare required presentation materials for, and obtain approval of the State Architectural Review Board as necessary.
7. The A/E shall contact and coordinate with the University’s project manager prior to starting any work:

University’s Project Manager:	George Theoharis
Phone:	301-405- <b>XXXX</b>

**PART I**  
**THE ARCHITECT'S/ENGINEER'S SERVICES**

- A. The A/E's services shall consist of seven (7) separate principal phases, (1) Conceptual Design Phase for the entire Project; Then for each construction phase to be packaged separately: (1) Schematic Design Phase (2) Design Development Phase, (3) Construction Documents Phase, (4) Bidding/GMP Phase (5) Construction Phase and, (6) Post-Construction Phase. In rendering these services the A/E shall:
  1. Be solely responsible for the technical completeness and sufficiency of the Construction Documents, consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
  2. Comply with the codes and standards identified in the Program and the RFP, and other applicable State of Maryland Regulations. Codes and standards identified in this Agreement supersede other documents referenced in this Agreement that have conflicting compliance requirements.
  3. Advise the University of the A/E’s consultants (subcontractors) proposed to be engaged prior to the execution of this Agreement, and upon such execution and receipt of the University's approval of such consultants, to engage the same. Such engagement shall not constitute an engagement of such consultant by the University. In all instances, the term "A/E" includes action by consultants as appropriate, and all consultants engaged by the A/E for this Project shall be bound by the terms of this Agreement.
  4. Attend conferences with the University’s representatives as necessary to execute the various phases of the Project.
  5. Render to the University the services as required in the Contract documents. Whenever additional studies or additional consultants are required, the University may direct the A/E to undertake or engage the same and in such case, the A/E shall be compensated for the same by agreement of both parties.
  6. Develop the required Construction Documents in accordance with the approved schedule. All documents shall anticipate a complete Project ready for efficient and continued use.

7. Be responsible directly to the University and the University's project manager to whom the A/E shall direct all communication and submit all documents for approval, and from whom the A/E shall receive direction concerning the Project and approval of all A/E submissions in writing. In the event the submissions made by the A/E in satisfaction for each of the Schematic Design Phases, Design Development Phases, and Construction Documents Phases are not approved in the form submitted, the A/E at its own expense, shall revise the same until approved by the University; provided, however if the nature of the revision required to be made by the A/E is caused by revising previously approved drawings and/or specifications and to accomplish changes not initiated by the A/E, he may be paid to implement such revisions as hereinafter provided. Such revisions which occasion additional compensation shall not be commenced without written authorization from the University.
  8. Issue no press releases without the prior written authorization from the University.
  9. Use the title of the Project and the University's Project Number (if applicable) on drawings, specifications, documents and correspondence.
  10. Coordinate with the Construction Manager in development of cost estimates, project schedules, constructibility, document reviews, site utilization planning, and commissioning.
  11. Provide meeting minutes of negotiation meetings for A/E additional services.
  12. If, at any time, any cost estimate indicates that the Project Construction Cost (as defined in the RFP) which was previously approved by the University will be exceeded, the A/E shall make revisions to the Construction Documents to effect cost reduction without deviating from the design and intent of the most recently approved documents. If the A/E, after revision of the Construction Documents, has demonstrated to the University that it has made a "reasonable effort" to effect sufficient cost reductions and is unable to achieve sufficient cost reductions, the A/E shall advise the University of this in writing, cease all work under this Agreement and await instructions which the University will issue to the A/E concerning future action to be taken under this Agreement.
  13. An increase in the Project Construction Cost without increasing the scope of the Program does not entitle the A/E to an increase in its fee.
- B1. The Conceptual Design Phase will commence with the Notice to Proceed. Upon receipt of this notice, the A/E shall:
1. Visit the Project site to become fully familiarized with the use, existing conditions and limitations of said site.
  2. Coordinate with the UMUC Facilities Department and Marriott ICC Management and any other identified UMUC staff and obtain their input, attend meetings with user's personnel as required.
  3. Provide verification of the Program, obtaining the University's written approval of the Program verification when it is completed.
  4. Provide a concept design of the entire project, site plan; a written design report describing each phase of the design and construction; and an overall design and construction schedule for all phases of the construction.

- B2. The Schematic Design Phase will commence upon UMUC's acceptance of the Conceptual Design. Upon receipt of this notice, the A/E shall:
1. Provide for each phase of the project: schematic floor plans; block elevations; sections; a written design report describing proposed systems, materials, and design; and a cost estimate.
- C. The Design Development Phase will commence with the A/E's receipt of the University's written approval of the completed Schematic Design Phase documents of each phase. Upon receipt of this notice, the A/E shall:
1. Provide developed floor plans; elevations; sections; site plan; engineering drawings; a written design report describing systems, materials, and design, including outline specifications identifying materials, systems, and specifications requirements; and a cost estimate.
- D. The Construction Documents Phase will commence with the A/E's receipt of the University's written approval of the completed Design Development Phase documents. Upon receipt of this notice, the A/E shall:
1. Prepare the required set of construction drawings and specifications. Drawings and specifications shall be carefully coordinated by the A/E so as not to conflict one with the other. Drawings and specifications shall be made in accordance with the good professional practice and shall indicate clearly, accurately, and precisely in such detail as may be necessary; what is to be furnished, and the final results to be obtained as to architectural detail, structural strength, clearances, mechanical and electrical sufficiency, and dimensional accuracy.
  2. Upon completion of Construction Documents, submit copies thereof to the University for review and signature.
- E. The Bidding/Guaranteed Maximum Price (GMP) Phase will commence with the A/E's receipt of the University's written approval of the Construction Documents Phase documents for each phase. Upon receipt of the appropriate notice, the A/E shall:
1. Provide original documents and copies of the electronic files to the University. The Construction Manager will print the bid set of Construction Documents for its own use during the bidding/GMP phase. The University will not print the bid set of Construction Documents for the A/E or reimburse the A/E for these sets. A/E shall print the sets that it requires.
  2. Interpret documents during the bidding/GMP phase, provide materials for addenda, and attend Construction Manager's scope review meeting(s), and if requested by the University, attend meeting(s) to discuss the Construction Manager's GMP(s).
  3. If requested by the University, analyze the Construction Manager's GMP(s) and make such recommendations to the University relative to the construction contract award. Should the Construction Manager's GMP exceed the Project Construction Cost (as defined in the RFP), the A/E, without additional compensation, shall analyze the Construction Manager's GMP and make recommendations to the University as to ways to reduce the costs of constructing the Project to a sum which does not exceed the currently approved Project Construction Cost. Such recommendations shall not include any deletions which render the Project incomplete or unfurnished and thereby necessitate expenditure of funds outside of the approved Project Construction Cost; and the A/E shall,
    - a) After consultation with the University, alter or redraft the Construction Documents as necessary to accomplish the necessary reduction in cost without additional compensation; and

- b) Repeat as necessary or appropriate the services described in Part I, E1 through E4 of this Contract.
  4. If the University decides to increase the project funding to accept a GMP from the CM that exceeds the Project Construction Cost, without increasing the scope of the construction project, the A/E is not entitled to an increase in its fee.
  5. If the University and the Construction Manager do not reach an agreement on the GMP, and the University decides to proceed with a separate competitive solicitation for the construction procurement, the A/E and the University shall negotiate any additional A/E compensation for Bidding Phase services.
- F. The Construction Administration Phase will commence with the award of the contract for the construction of each phase of the Project. During this phase the A/E shall:
1. Consult with the University as the construction work progresses. All of the University's and the A/E's instructions to the Construction Manager shall be issued by the University.
  2. Make periodic visits to the site as the progress of the work or the University may reasonably require (not less than biweekly), and provide field reports for each Architect and consultant site visit; attend Project progress meetings to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Documents. The foregoing provisions of this subparagraph notwithstanding, the A/E shall not be responsible for: construction means, methods, techniques, sequences and procedures, or for safety precautions and programs in connection with the work; the Construction Manager's failure to carry out the work in accordance with the Construction Documents; and the acts or omissions of the Construction Manager or any Trade Contractors, or any of the Construction Manager's or Trade Contractors' agents or employees, or any persons performing any of the work. Periodic visits to the site shall be made by the Architect and by his consultants as is appropriate to the construction work in progress. In making such periodic visits to the site and on the basis of such on-site observations, the A/E shall endeavor to guard the University against defects and deficiencies in the work of the Construction Manager and shall report to the University any observed defect or observed deficiency.
  3. As requested by the University, assist the University in interpreting the requirements of the Construction Documents, in making decisions on all claims of the University or Construction Manager relating to the execution and progress of the work and on all other matters or questions related thereto.
  4. Recommend to the University rejection of work which does not in the A/E's opinion conform to the Construction Documents. In discharging the foregoing responsibility, the A/E shall act through the University and issue such recommendations to the University.
  5. Review and approve submittals by the Construction Manager; review the CM's contract modification proposals (change orders) and if requested by the University, provide an itemized cost breakdown and analysis for those over \$5,000; review such certificates of payment required by any contract pertaining to the construction of the Project; provide punch listing and final inspection of the Project; submit written reports to the University of any defects or deficiencies or any deviation from drawings and specifications observed in the construction; review the CM's updated records of as-built conditions.
  6. After receipt of the CM's as-built conditions drawings, prepare Record Drawings, and submit them to the University within forty-five calendar days of the A/E's receipt of the CM's as-built condition drawings.

- G. The Post-Construction Phase will commence on the day after final acceptance of each phase of the construction. During this phase the A/E shall:
1. Provide visits by the appropriate consultant as may be necessary to deal with unforeseen matters, and written reports on those visits; provide one (1) visit over the Project warranty period for each phase of construction (12 months after final acceptance of construction of each phase), consulting with the University and the A/E's design team, and written reports on each visit.

**PART II  
ASSISTANCE BY THE UNIVERSITY**

The University will furnish the following to the A/E in a timely fashion:

1. A complete and comprehensive written Program.
2. Any data that the University may have about the Project requirements, the site, the Program, and other Project related data.
3. All necessary approvals for the orderly progress of the A/E's services and of the Work as scheduled under this Agreement.

**PART III  
OWNERSHIP OF DOCUMENTS**

All documents which are prepared by the A/E and form a part of his services shall become the property of the University and shall be delivered to the University. The A/E shall be responsible for the protection and/or replacement of any Construction Document in his possession. The University shall receive all original drawings and the A/E shall retain a reproducible copy. All such documents, as instruments of professional services, are not to be used by the University on any other Project unless the University, prior to such use, executes and delivers to the A/E an agreement in writing, absolving, releasing, indemnifying and saving harmless the A/E for any such use or provides the A/E appropriate compensation and the right and opportunity to determine the feasibility and propriety of any such intended use.

**PART IV  
FEES AND PAYMENTS**

- A. The extent of the A/E's services required by this Agreement shall govern and determine the method and amount of compensation to be paid by the University to the A/E as hereinafter set forth. The A/E may apply to the University for periodic payments on account of such compensation at intervals not less than monthly; however, the granting of any such application for periodic payment, in whole or in part, is discretionary solely with the University, who may refuse such application and may require the A/E to complete the documents required for any particular Phase and any revisions thereto as hereinbefore provided and secure the approval of such documents as prerequisite to the A/E's entitlement to payment of said compensation. The granting of the A/E's application for such periodic payments by the University and the remittance thereof shall not constitute, in any sense, approval by the University for the percentage of work completed for such Phase, or any part thereof, such approval being expressly reserved to the University upon the completion of each of said Phases as provided in Part 1, A.7 of this Agreement.
- B. When the A/E's scope of services under this Agreement includes the Construction Administration Phase, the periodic payments of compensation to the A/E during this Phase shall be based upon equally divided monthly payments. The A/E's fees for construction administration services shall be divided into equal monthly payments for the contracted construction duration of **XXXXXXXXXX** weeks to substantial completion plus **XXXXXXXXXX**

weeks for project close-out. Should the time to substantial completion become extended due to the A/E's omissions, errors or inaccuracies in the Construction Documents, the A/E, shall continue construction administration services in accordance with this Contract at no additional compensation. Final payment of the A/E's fee for Construction Administration shall not be due until after the University has received the Record Drawings hardcopies and Auto CAD files.

- C. Any additional construction work not requiring the professional services of the A/E shall not occasion any additional compensation to the A/E.
- D. Any construction work deleted from the Project by the University or substantially revised during the Construction Phase by the University, which deletion or revision requires the A/E to render professional services, as hereinbefore defined, shall entitle the A/E to additional compensation for such services, as may be agreed upon with the University.
- E. Preparation of documents required for alternate bids shall not normally entitle the A/E to additional compensation; however, where the nature of the alternate bids requires the extensive preparation of separate drawings and/or specifications, the University shall determine whether the extent of such separate drawings and/or specifications shall entitle the A/E to additional compensation, as may be agreed with the University.
- F. The compensation payable to the A/E under this Agreement may be reduced by reason of additional costs of constructing the Project incurred by the University as a result of errors in, and improper coordination of, the drawings and specifications comprising the Construction Documents. The amount of such reduction in compensation, if any, shall not exceed the amount of such additional costs of constructing the Project.
- G. Should the Project be abandoned or curtailed or should the University cancel this Agreement at any time, the A/E shall be paid a proportionate part of the compensation due and payable to him at the completion of the Phase, wherein said abandonment, curtailment or cancellation occurs. Notice of abandonment, curtailment or cancellation may be verbal, but shall be confirmed in writing within thirty (30) days by the University at which time the A/E shall immediately file with the University documents and other data substantiating the status of the professional services performed to the date of such action. However, no fee shall be due should this Agreement be cancelled by the University due to the inability of the A/E to produce a satisfactory solution to the Schematic Design and Design Development Phases for any of the separate construction phases of professional services.
- H. Upon all applications for periodic payments of compensation, excepting only the first such application, the A/E shall certify in writing to the University, under penalty of perjury, that all consultants, the extent of whose work comprised a portion of the prior application for periodic payment, were paid in full to the extent of such, as was approved by the University, within ten (10) days next succeeding the date on which the A/E received payment from the University for such prior application. All A/E invoices to the University shall set forth the A/E's Federal Employer Identification Number or his Social Security number.
- I. In the event of any additions or changes in the work provided for in this Agreement which causes an increase or decrease in the A/E's cost of, or time required for performance of any service under this Agreement, an equitable adjustment shall be made, at the discretion of the University, and this Agreement shall be modified in writing to reflect such adjustment.
- J. The billing rates used for additional services negotiated subsequent to this Agreement shall be the rates as agreed at contract award. After the first year of the contract has expired, an annual adjustment in the billing rates will be applied, based on the percentage change in the Consumer Price Index-Urban for the Baltimore-Washington area over the previous twelve months



- K. Fees for additional services will be negotiated based on the rates referenced in this Agreement and the A/E's level of effort for that scope of services.

**PART V  
SPECIAL PROVISIONS**

- A. Within twenty-one (21) calendar days after the date of this Agreement, the University and the A/E shall mutually agree upon a schedule of dates for the completion of the several Phases of the A/E's services.
- B. The A/E may not assign or transfer any interest in this Agreement except with the advance written approval of the University. In the event that death or other cause necessitates substitution by the University of another A/E in place of the party hereto in order to complete the services called for by the Agreement, the University shall determine the division of the fee between the substitution and the A/E who is party hereto.
- C. The University may waive specific minor provisions of the Agreement on request by the A/E in the interest of expediting the Project. Any such waiver shall be in writing and not constitute justification for the A/E preparing an incomplete design or constitute a waiver of any liability ensuing therefrom.
- D. The A/E shall notify the University immediately of any major changes in his organization, personnel, or key Project personnel (A/E or consultants) by submitting a revised Standard Form 330 Parts I and II as applicable.
- E. **PROCUREMENT FROM MARYLAND CORRECTIONAL ENTERPRISES:**  
The University is required by State law and regulation (Ref: COMAR 21.11.05) to procure supplies and services from designated selling entities. If the scope of this agreement includes a requirement for the A/E to recommend or specify items of furniture for the project, the A/E shall specify products offered by Maryland Correctional Enterprises (MCE) (except for those furniture items being provided by Marriott). Furniture from sources other than MCE shall not be specified unless the circumstances requiring such a deviation from policy are presented to the Procurement Officer for consideration of a contract modification. Alternate sources may not be specified by the A/E unless this agreement is subsequently modified to so permit.

**PART VI  
CONTRACT TERMS AND CONDITIONS**

- A. **Mandatory Contract Terms and Conditions/Precedence**

This Agreement is subject to the provisions of the University System of Maryland Procurement Policies and Procedures (USM P&P). Mandatory Contract Terms and Conditions applicable to this Agreement are included in this Part, and are labeled as follows: "**(USM - effective date).**"

In the event of a conflict between the USM P&P and any other provisions included as a part of this Agreement or included by reference, the USM P&P will prevail.

- B. **Non-Hiring of Employees (USM - Feb. 2000)**

No employee of the State or any unit 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 the State or any unit thereof.

**C. Disputes (USM - Feb. 2000)**

- (1) This Contract is subject to the University System of Maryland (USM) Procurement Policies and Procedures.
- (2) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this Contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.
- (3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms, or other relief, arising under or relating to this Contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
- (4) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General within thirty (30) days of when the basis of the claim was known or should have been known, whichever is earlier.
- (5) When a claim cannot be resolved by mutual agreement, the A/E shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.
- (6) The A/E, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- (7) The procurement officer shall render a written decision on all claims within one hundred eighty (180) days of receipt of the A/E's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within one hundred eighty (180) days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the University.
- (8) The procurement officer's decision shall be final and conclusive unless the A/E mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within thirty (30) days of receipt of the decision.
- (9) Pending resolution of a claim, the A/E shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

**D. Maryland Law Prevails (USM - Feb. 2000)**

The laws of Maryland shall govern the interpretation and enforcement of this Contract.

**E. Nondiscrimination in Employment (USM - Feb. 2000)**

The A/E 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.

**F. Contingent Fee Prohibition (USM - Feb. 2000)**

The contractor, architect, or engineer (as applicable) 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, architect, or engineer, 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.

**G. Multi-Year Contracts Contingent Upon Appropriations (USM - Feb. 2000)**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled 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 A/E rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the A/E and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The A/E 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 A/E 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.

**H. Termination for Default (USM - Feb. 2000)**

- (1) The University may, subject to the provisions of paragraph (3) below, by written notice of default to the A/E, terminate the whole or any part of this Contract in any one of the following circumstances: (a) if the A/E fails to perform within the time specified herein or any extension thereof, or (b) if the A/E fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.
- (2) In the event the University terminates this Contract in whole or in part as provided in paragraph (1) of this clause, the University may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the A/E shall be liable to the University for any excess costs for substitute performance; provided, that the A/E shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- (3) Except with respect to defaults of subcontractors, the A/E shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the A/E. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the A/E. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the A/E and subcontractor, and without the fault or negligence of either of them, the A/E shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the A/E to meet the

performance schedule.

- (4) If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the A/E was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the A/E was not in default under the provisions of this clause, and if this Contract does not contain a clause providing for termination for convenience of the University, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes."
- (5) If this Contract is terminated as provided in paragraph (1) of this clause, the University, in addition to any other rights provided in this clause, may require the A/E to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the University; and the A/E shall, upon direction of the procurement officer, protect and preserve property in the possession of the A/E in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the Contract price. Payment for manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the A/E and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes." The University may withhold from amounts otherwise due the A/E hereunder such sum as the procurement officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.
- (6) The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**I. Termination for Convenience (USM - Feb. 2000)**

- (1) The performance of work under this Contract may be terminated by the University, at its sole discretion, upon final acceptance of each construction phase with no penalty and no additional compensation to the A/E.

As well, this Contract may be terminated by the University 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 the University. Any such termination shall be effected by delivery to the A/E of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

- (2) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the A/E shall:

- (a) stop work as specified in the Notice of Termination;
- (b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the Contract as is not terminated;
- (c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) assign to the University, in the manner, at times, and to the extent directed by the procurement officer, all of the right, title, and interest of the A/E under the orders and subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination such orders and subcontracts;
- (e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the procurement officer,
  - (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
  - (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the University;
- (g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) above; provided, however, that the A/E
  - (i) may not be required to extend credit to any purchaser, and
  - (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the University to the A/E under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the procurement officer may direct;
- (h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
  - (i) take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the A/E and in which the University has or may acquire an interest. The A/E shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and

may request the University to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the University shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

- (3) After receipt of a Notice of Termination, the A/E shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the A/E made in writing within the one-year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the A/E to submit his termination claim within the time allowed, the procurement officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the A/E to submit his termination claim within the time allowed, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the A/E by reason of the termination and shall thereupon pay to the A/E the amount so determined.
- (4) Subject to the provisions of paragraph (3), the A/E and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the A/E by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit and work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the A/E shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the A/E in the event of failure of the A/E and the procurement officer to agree upon the whole amount to be paid to the A/E by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the A/E pursuant to this paragraph.
- (5) In the event of the failure of the A/E and the procurement officer to agree as provided in paragraph (4) upon the whole amount to be paid to the A/E by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the A/E the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):
  - (a) for completed supplies or services accepted by the University (or sold or acquired as provided in paragraph (2) (g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;
  - (b) the total of-
    - (i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;
    - (ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2) (e) above, which are properly

chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (2) (g) above); and

- (iii) a sum, as profit on (i) above, determined by the procurement officer to be fair and reasonable; provided, however, that if it appears that the A/E would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this Contract.

The total sum to be paid to the A/E under (a) and (b) of this paragraph shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the University shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the A/E as provided in (5) (a) and (b) (i) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the University or to a buyer pursuant to paragraph (2) (g).

- (6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with USM Procurement Policies and Procedures as in effect on the date of this Contract.
- (7) The A/E shall have the right of appeal, under the clause of this Contract entitled "Disputes," from any determination made by the procurement officer under paragraph (3), (5), or (9) hereof, except that if the A/E has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the University shall pay to the A/E the following: (a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.
- (8) In arriving at the amount due the A/E under this clause there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the A/E, applicable to the terminated portion of this Contract, (b) any claim which the University may have against the A/E in connection with this Contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the A/E or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the University.
- (9) If the termination hereunder be partial, the A/E may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the A/E for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.

- (10) The University may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the A/E in connection with the terminated portion of this Contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the A/E shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the A/E to the University upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the A/E to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the A/E's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.
- (11) Unless otherwise provided for in this Contract, or by applicable statute, the A/E shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to the University at all reasonable times at the office of the A/E but without direct charge to the University, all his books, records, documents and other evidence bearing on the costs and expenses of the A/E under this Contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, reproductions thereof.

**J. Delays and Extensions of Time (USM - Feb. 2000)**

The A/E 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 A/E, 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 A/E in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the A/E or the subcontractors or suppliers.

**K. Changes**

- (1) The procurement officer, may at any time, by written order, make unilateral changes within the general scope of this Contract in any one or more of the following:
  - (a) Description of services to be performed.
  - (b) Time of Performance (i.e., hours of the day, days of the week, etc.).
  - (c) Place of performance.
  - (d) Drawings, designs, or specifications when any supplies to be furnished are to be specially manufactured for the University in accordance with the drawings, designs, or specifications.
  - (e) Method of shipment or packing of supplies.
  - (f) Place of Delivery



The section entitled “Delays and Extensions of Time” prohibits the A/E from making charges or claims for damages for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. If a change, as allowed above, causes an increase or decrease in the cost of the work which is not time-related, the University shall make an equitable adjustment in the Contract price and shall modify the Contract.

**L. Suspension of Work (USM - Feb. 2000)**

The procurement officer unilaterally may order the A/E 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 the University.

**M. Pre-existing Regulations (USM – May 2005)**

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 USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

**N. Payment of State Obligations (USM - Feb. 2000)**

Payments to the A/E pursuant to this Contract shall be made no later than thirty (30) days after the State's receipt of a proper invoice from the A/E. 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.

**O. Financial Disclosure (USM - Feb. 2000)**

The A/E shall comply with the provisions of 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 \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**P. Political Contribution Disclosure (USM - Feb. 2000)**

The A/E shall comply with Article 33, Sections 30-1 through 30-4 of the 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:

- a. before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and
- b. if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the six month period ending January 31; and (2) August 5, to cover the six month period ending July 31.

**Q. Retention of Records (USM - Feb. 2000)**

The A/E shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

**R. Compliance with Laws (USM - Feb. 2000)**

The A/E 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 moneys 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 whether expressly referenced herein or not; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

**S. Truth-In-Negotiation Certification (USM - Feb. 2000)**

The A/E by submitting cost or price information, including wage rates or other actual unit certifies to the best of its knowledge, information and belief, that:

- a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
- c. If additions are made to the original price of the Contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

**T. Audit**

This agreement is subject to audit by the University and/or by the State of Maryland, and the A/E agrees to make all of its records pertinent to this Project available to the University and/or the State upon request.

**U. Minority Business Enterprise (MBE) Participation**

Architect hereby agrees to enter into Contract with the following minority consultants for performance of work

under this Agreement:

Name of Consultant	MDOT Certification #	Type of Work(SIC/NAICS)	Amount	Contract %
XXXXXX	XXXXXX	XXXXXX (XXX/XXX)	\$0.00	0.00%
<b>TOTAL OF MBE CONSULTANTS:</b>			<b>\$0</b>	<b>00.0%</b>

V. **Contract Affidavit (USM - Feb. 2000)**

The A/E shall complete and sign the Contract Affidavit prior to Contract award.

**CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (title) and the duly authorized representative of

\_\_\_\_\_ (business) and that I possess the legal authority to make this affidavit on be of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic [ ]) (foreign [ ]) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

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

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

**C. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated, \_\_/\_\_/\_\_, and executed by me for the purpose of obtaining the Contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

A/E'S FEDERAL EMPLOYER IDENTIFICATION NO: XXXXXXXXXXXX

\_\_\_\_\_

\_\_\_\_\_  
(A/E's Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**UNIVERSITY OF MARYLAND UNIVERISTY COLLEGE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Valerie Rolandelli  
(Print or Type Name)

\_\_\_\_\_  
AVP, Strategic Contracting  
(Title)

Date: \_\_\_\_\_

**Approved By Board of Public Works:      Item No.: A/E      Date: 00-00-00**

Budgetary Data:

Req. No. **X000000**      FRS No. **00-0-00000-0000**

Title: Facilities Management

<b>MODIFICATION OF CONTRACT 90949</b>			
1. MODIFICATION NUMBER		2. DATE ISSUED	
		3. NUMBER OF PAGES	
4. ISSUED BY  UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE STRATEGIC CONTRACTING OFFICE SUITE ICC-3120 3501 UNIVERSITY BLVD. EAST ADELPHI, MD 20783 POINT OF CONTACT: VALERIE ROLANDELLI TELEPHONE NUMBER: 301-985-7895 FACSIMILE NUMBER: 301-985-7112 ELECTRONIC MAIL ADDRESS: VROLANDELLI@UMUC.EDU		5. ADMINISTERED BY (If other than Item 4)	
6. NAME, ADDRESS AND FEI NUMBER OF CONTRACTOR		7A. MODIFICATION OF CONTRACT NUMBER	
		7B. DATED	
<b>8. The Referenced Contract is Modified In the Following Particulars Only.</b>			
A. THIS CONTRACT MODIFICATION IS ISSUED UNILATERALLY TO MAKE THE CHANGES SET FORTH IN ITEM 9 (below) PURSUANT TO THE CHANGES CLAUSE CONTAINED IN PART II, SECTION I OF THE CONTRACT REFERENCED IN 7A ABOVE.			
B. THE CONTRACT REFERENCED IN 7A ABOVE IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as billing address, accounting data, etc.) SET FORTH IN ITEM 9 (below).			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO TO MODIFY THE CONTRACT REFERENCED IN 7A ABOVE AS SET FORTH IN ITEM 9 (below).			
D. OTHER (Specify Type of Modification)			
<b>E. IMPORTANT: CONTRACTOR <input type="checkbox"/> IS NOT, <input type="checkbox"/> IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ ORIGINALS TO THE ISSUING OFFICE IDENTIFIED IN ITEM 4. CONTRACTOR SHOULD RETAIN ONE (1) ORIGINAL.</b>			
9. DESCRIPTION OF MODIFICATION (Use Additional Pages if Required)			
Except as provided herein, all prices, terms and conditions of the document referenced in Item 7A, including previous modifications, if any, shall remain in full force and effect.			
10A. NAME AND TITLE OF SIGNER (Type or Print)		11A. NAME OF PROCUREMENT OFFICER (Type or Print)	
		Valerie Rolandelli, AVP, Strategic Contracting	
10B. CONTRACTOR	10C. DATE SIGNED	11B. UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE (UMUC)	11C. DATE SIGNED
(Signature of Person Authorized to Sign)		(Signature of Procurement Officer)	