

EXHIBIT G
RESERVED

EXHIBIT H
FORM OF EFFECTIVE DATE CERTIFICATE

EFFECTIVE DATE CERTIFICATE

THIS EFFECTIVE DATE CERTIFICATE is executed as of the ____ day of December, 2020 by and between the Board of Education of Prince George’s County (“**PGCPS**”) and Prince George’s County Education & Community Partners, LLC, a limited liability company (“**Developer**”) (collectively, the “**Parties**”). Any capitalized terms used but not defined herein shall have the meaning as defined in the Agreement.

WHEREAS, the Parties executed that certain Project Agreement for the Design, Build, Finance, and Maintenance of Prince George’s County Public Schools Alternative Construction Financing Package 1 dated December 15, 2020 (as may be amended in accordance with its terms, the “**Agreement**”);

WHEREAS, the Agreement sets forth, in Section 6.2, Conditions Precedent which must be satisfied in order to certify the Effective Date of the Agreement; and

WHEREAS, the Parties wish to memorialize the Effective Date for the Agreement through the execution of this Effective Date Certificate.

NOW THEREFORE, the Parties, each having performed the necessary reviews, investigations, and examinations, do hereby acknowledge and agree as follows:

1. Developer certifies that all Conditions Precedent have been satisfied;
2. PGCPS certifies that all Conditions Precedent have been satisfied; and
3. That the Effective Date of the Agreement shall be December ____, 2020.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, the Parties hereby execute this Effective Date Certificate on the date indicated above.

BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

By: _____

Name: _____

Title: _____

PRINCE GEORGE'S COUNTY EDUCATION & COMMUNITY PARTNERS, LLC

By: _____

Name: _____

Title: _____

ESCROW AGREEMENT

This Escrow Agreement (“**Agreement**”) is entered into as of the 15th day of December, 2020 (“**Agreement Date**”), by and among the Board of Education of Prince George’s County (the “**Board**” or “**PGCPS**”), Prince George’s County Education & Community Partners, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Developer**”), and Zions Bancorporation, National Association (“**Escrow Agent**”). Each may be referred to herein as a “**Party**” or collectively as the “**Parties**,” as the context of the usage of such term may require. Capitalized terms used herein without definition shall have the meanings assigned to them under that certain Project Agreement for the Design, Build, Finance, and Maintenance of Prince George’s County Public Schools Alternative Construction Financing Package 1, dated December 15, 2020 (as may be amended in accordance with its terms, the “**Project Agreement**”).

RECITALS

WHEREAS, PGCPS and Developer executed the Project Agreement for purposes of establishing a public-private partnership through which Developer will design, build, finance, and maintain the Schools in accordance with the specifications and requirements of the Project Agreement;

WHEREAS, the Project Agreement requires that PGCPS and Developer procure the services of a third-party qualified bank to receive and manage any payments due under the Project Agreement (collectively, the “**Project Payments**”);

WHEREAS, PGCPS and Developer desire to deposit funds (collectively, the “**Project Funds**”) into certain escrow accounts managed by a third-party qualified bank to manage the Project Funds; and

WHEREAS, PGCPS and Developer desire to engage the services of the Escrow Agent to receive, deposit, manage, disburse, invest (with written instructions), account for, and report on the Project Funds and the Project Payments in accordance with the Project Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties do covenant and agree as follows:

ARTICLE 1 SCOPE OF WORK

1.1. Appointment. PGCPS and Developer hereby appoint the Escrow Agent to serve as escrow agent with respect to the Accounts (defined herein) for the term hereof, and the Escrow Agent accepts such appointment, all on the terms and conditions of this Agreement.

1.2. Escrow Agent’s Responsibility. The Escrow Agent’s “**Scope of Work**” shall comprise the following:

1.2.1. The Escrow Agent shall receive, deposit, manage, disburse, invest (with written instructions), account for, and report on the Project Funds and the Project Payments in accordance with the terms of this Agreement.

1.2.2. The Escrow Agent represents that it has received and examined a copy of the Project Agreement and has fully acquainted itself with all conditions relevant to the performance of the services required to be performed hereunder. The Escrow Agent agrees that it has taken into account the existence of such information and relevant conditions and that it shall fully complete the services on the terms stated in this Agreement.

1.2.3. The Parties agree that the Scope of Work consists of furnishing all labor, materials, equipment, and other expenditures to complete all services related to the work described herein.

1.3. Depositary Bank. The Escrow Agent shall act as the “Depositary Bank” as defined under section 4-105 of the Maryland Uniform Commercial Code (as amended and in effect from time to time, the “MD UCC”) pursuant to the terms of this Agreement and the applicable other provisions of the MD UCC. The Escrow Agent shall administer and manage the Accounts (defined herein) in strict compliance with all the terms applicable to the Accounts pursuant to this Agreement and shall be subject to and comply with all the obligations of the Depositary Bank with respect to the Accounts pursuant to the terms of this Agreement. The Depositary Bank shall credit the Accounts with all receipts of cash, interest, dividends, and other income received from PGCPs or Developer in accordance with the terms of this Agreement and as instructed by the applicable depositing Party.

1.4. Separate Accounts.

1.4.1. The Depositary Bank shall initially establish four (4) separate interest-bearing accounts for the Project Payments, and such additional accounts as may be later instructed by PGCPs or Developer in writing in accordance with Section 2.5 (Services Period Reserve Account), Section 2.6 (Handback Retainage Account), and Section 2.7 (Insurance Account), or as otherwise agreed to by PGCPs and Developer in writing (collectively, the “Accounts”). The Depositary Bank shall not invest the funds in any of the Accounts in investments (other than simple interest) unless such investments are made pursuant to written investment instructions from PGCPs.

1.4.2. The initial Accounts shall be titled as follows: (i) Stipends Account; (ii) Payment Escrow Account; (iii) Design-Build Period Reserve Account, and (iv) Extraordinary Items Account.

1.4.3. All funds delivered to the Depositary Bank pursuant to this Agreement shall be promptly credited to the applicable Account in accordance with the terms hereof.

1.4.4. Notwithstanding anything to the contrary in this Agreement, PGCPs hereby irrevocably directs, and the Depositary Bank hereby agrees, that the Depositary Bank will comply with all lawful instructions and lawful orders regarding each Account originated by an Authorized Representative of PGCPs or Developer, as applicable, each in their official capacity, that in each case are compliant with this Agreement and do not contravene the purpose of the Accounts.

1.4.5. The Depositary Bank shall not change the name or account number of any Account without at least ten (10) Business Days' prior written notice to PGCPs and Developer.

1.5. Interest and Dividends. All interest, dividends, and other income derived from each Account shall be re-deposited into the originating Account and shall be disbursed as directed in writing by PGCPs. The Escrow Agent shall not commingle the interest, dividends, or other income that derive from each Account with any other funds of Escrow Agent.

1.6. Standard of Care. The Depositary Bank shall exercise due care in accordance with reasonable commercial standards in administering the funds held in the Accounts in accordance with the terms of this Agreement and as required by Applicable Law. The Depositary Bank is not party to and shall not execute and deliver, or otherwise become bound by, any agreement (other than this Agreement) under which the Depositary Bank agrees with any Person other than the Authorized Representatives of PGCPs (or the Collateral Agent, acting on behalf of the Financing Party, under, and as such terms are defined in, the Project Agreement, as and when so entitled thereunder) to comply with instructions originated by such Person relating to any of the Accounts that are the subject of this Agreement.

1.7. Depositary Bank's Recourse to the Accounts. Unless the Depositary Bank has obtained PGCPs' prior written consent (or, without requirement for PGCPs' consent, obtained direction from the Collateral Agent, acting on behalf of the Financing Party, under, and as such terms are defined in, the Project Agreement, as and when so entitled thereunder), the Depositary Bank shall not exercise any right of recoupment or set-off or assert any security interest or other lien against the Accounts.

1.8. Account Insurance/Collateralization. Collateral shall be maintained by the Depositary Bank for funds deposited in each Account in excess of the Federal Deposit Insurance Corporation (FDIC) coverage limit of Two Hundred and Fifty Thousand Dollars (\$250,000.00). Acceptable collateral shall consist of obligations of the United States, its agencies, or instrumentalities as specified under Section 6-202 of Title 6 of the State Finance and Procurement Article of the Annotated Code of Maryland. The collateral shall be held in the name of PGCPs and shall be administered according to a collateral security agreement between PGCPs and the Depositary Bank.

1.9. Ownership for Tax Purposes. The Parties to this Agreement hereby agree and acknowledge that for any and all tax purposes and tax reporting obligations relating thereto under Applicable Law, PGCPs shall be deemed and considered to be the owner of all money, securities, and other property held by the Escrow Agent in the Accounts, including any interest accrued therein.

ARTICLE 2 DEPOSITS AND DISBURSEMENTS FROM ACCOUNTS

2.1. PGCPs' Direction of Project Funds. PGCPs shall have the sole right to direct the Escrow Agent to disburse any Project Funds.

2.2. Stipend Account.

2.2.1. Developer shall transfer to the Escrow Agent One Million Dollars (\$1,000,000.00) for deposit into the Stipend Account.

2.2.2. Funds in the Stipend Account shall be disbursed at the direction of PGCPs to those parties, if any, meeting the conditions of the Reimbursement Agreements, as determined by PGCPs in its sole discretion. To the extent any excess funds remain in the Stipend Account following PGCPs' written notification to the Parties that PGCPs has satisfied its obligations under the Reimbursement Agreements, then such remaining funds in the Stipend Account shall be paid by the Escrow Agent, without further direction, to Developer, and the Stipends Account shall be permanently closed.

2.3. Payment Escrow Account.

2.3.1. PGCPs shall transfer to the Escrow Agent Project Funds for deposit into the Payment Escrow Account.

2.3.2. PGCPs shall direct the Escrow Agent to pay Developer the Progress Payment, each Milestone Payment, each Availability Payment, any Termination Payment, and any other payment deposited with the Escrow Agent by or on behalf of PGCPs that is due from PGCPs to Developer under the Project Agreement in such a manner so as such sums are paid to Developer by the date when due under the Project Agreement, as stated in written directions from PGCPs to the Escrow Agent.

2.3.3. Following PGCPs' notification to the Escrow Agent that the Project Agreement has terminated, all funds remaining in the Payment Escrow Account, including any interest earnings thereon, shall be disbursed as directed by PGCPs.

2.4. Design-Build Period Reserve Account.

2.4.1. Developer shall transfer to the Escrow Agent Two Million Dollars (\$2,000,000.00) for deposit into the Design-Build Period Reserve Account.

2.4.2. The Escrow Agent shall disburse funds in the Design-Build Period Reserve Account upon receipt of a written instruction by PGCPs in accordance with Section 7.6 (Design-Build Period Reserve Account) of the Project Agreement.

2.4.3. Upon receipt of written notice from PGCPs confirming that the Design-Build Period has expired, the Escrow Agent shall transfer any funds in the Design-Build Period Reserve Account to the Payment Escrow Account, and the Design-Build Period Reserve Account shall be permanently closed.

2.5. Extraordinary Items Account.

2.5.1. PGCPs, at its election, may transfer to the Escrow Agent Project Funds for deposit into the Extraordinary Items Account.

2.5.2. PGCPs, at its election, may provide written directions to the Escrow Agent to pay Developer with funds from the Extraordinary Items Account to compensate Developer for Extraordinary Items in accordance with the Project Agreement.

2.5.3. Following PGCPs' notification to the Escrow Agent that the Project Agreement has terminated, all funds remaining in the Extraordinary Items Account, including any interest earnings thereon, shall be disbursed as directed by PGCPs.

2.6. Services Period Reserve Account.

2.6.1. At the request of Developer and confirmed by PGCPs, the Escrow Agent shall establish the Services Period Reserve Account. Developer shall transfer to the Escrow Agent such funds as are necessary to comply with Section 11.6.1 (Services Period Reserve Amount) of the Project Agreement for deposit into the Services Period Reserve Account.

2.6.2. The Escrow Agent shall disburse funds in the Services Period Reserve Account upon receipt of a written instruction by PGCPs in accordance with Section 11.6 (Services Period Reserve Account) of the Project Agreement.

2.6.3. Following PGCPs' notification to the Escrow Agent that the Project Agreement has terminated, all funds remaining in the Services Period Reserve Account, including any interest earnings thereon, shall be disbursed as directed by PGCPs.

2.7. Handback Retainage Account.

2.7.1. At the request of PGCPs, the Escrow Agent shall establish the Handback Retainage Account. Within three years prior to the Expiration Date, PGCPs shall instruct the Escrow Agent to hold back and retain from each Availability Payment an amount equal to the Handback Retainage and deposit such amount in the Handback Retainage Account.

2.7.2. The Escrow Agent shall disburse funds in the Handback Retainage Account upon receipt of a written instruction by Developer in such amounts and at such times as needed to pay amounts or reimburse Developer for amounts paid that are attributable to Developer's performance of the Handback Work. Developer shall provide the Escrow Agent evidence of Developer's submission of written notice to PGCPs in accordance with Section 25.5 (Establishment and Use of the Handback Retainage Account) of the Project Agreement prior to the withdrawal of funds. The Escrow Agent has the right, not the obligation, to request any supporting documentation in connection with the request for withdrawal.

2.7.3. Following PGCPs' notification to the Escrow Agent that the Project Agreement has terminated, all funds remaining in the Handback Retainage Account, including any interest earnings thereon, shall be disbursed as directed by PGCPs, which such direction shall be consistent with Section 25.7 (Final Condition Assessment) and Section 25.8 (Termination Prior to Expiration) of the Project Agreement.

2.8. Insurance Account. At the request of PGCPs, the Escrow Agent shall establish the Insurance Account in accordance with Section 20.5.2.3 of the Project Agreement.

ARTICLE 3 ACCOUNTING AND REPORTING

3.1. Notice Upon Receipt of Funds. Immediately upon receipt of any funds by PGCPs or Developer in accordance with this Agreement, the Escrow Agent shall send a notice to PGCPs and Developer, identifying the amount and any purpose of such payment if designated by PGCPs or Developer, as applicable.

3.2. Notice Upon Disbursements. Immediately upon disbursement of any funds in any of the Accounts, the Escrow Agent shall provide written notice of such payment to PGCPs and Developer.

3.3. Monthly Reports. Each month, the Escrow Agent shall provide PGCPs with a report of all transactions from each Account, including balances, interest income, and actions taken by the Escrow Agent pursuant to this Agreement and the written instructions of PGCPs or Developer.

ARTICLE 4 PGCPs FUNDING

The Escrow Agent recognizes and agrees that, pursuant to the terms and conditions of this Agreement, the costs and fees payable hereunder will be paid over a multi-year period but that PGCPs cannot, by law, expend or contract for the expenditure in any year of more than the amount authorized, appropriated, budgeted, and made available for funding the Scope of Work. If a subsequent County Council fails to approve, authorize, appropriate, set aside, and make available funds for the Scope of Work, PGCPs may terminate this Agreement (“**Fiscal Non-Funding**”). If this Agreement is terminated by PGCPs for Fiscal Non-Funding, following such termination, PGCPs shall pay all amounts then owed to Escrow Agent hereunder, provided that monies have been budgeted by PGCPs and are available for payment. The termination of this Agreement will discharge PGCPs and Developer from future performance, but not from its obligations existing at the time of termination or its rights hereunder. PGCPs shall notify the Escrow Agent and Developer as soon as PGCPs has knowledge that funds may not be available for the continuation of this Agreement for each succeeding year.

ARTICLE 5 COMPENSATION AND PAYMENT TO ESCROW AGENT

5.1. Compensation. PGCPs shall pay the Escrow Agent for the Scope of Work herein based on the prices set forth in the Escrow Agent’s Compensation Schedule attached hereto as Exhibit B (Compensation Schedule).

5.2. Payment. The Escrow Agent shall submit an “**Application for Payment**” to PGCPs on or before the eighth (8th) day of each month, or at such time as determined by PGCPs and the Escrow Agent, which shall include the following information:

- A) Escrow Agent’s name and remittance address;
- B) Escrow Agent’s Tax Identification Number;
- C) Date(s) and Services provided; and

- D) Documentation as to the resultant services completed during the timeframe covering the invoice submitted.

Within five (5) Business Days after receipt of the Escrow Agent's Application for Payment, PGCPS shall review such Application for Payment and notify the Escrow Agent in writing of any reasons then known for withholding its approval of all or any portion of such application. After five (5) Business Days of PGCPS' receipt of the Escrow Agent's Application for Payment, PGCPS shall pay to Escrow Agent any undisputed amount set forth in the Application for Payment.

PGCPS' approval of an Application for Payment shall not constitute any verification or approval by PGCPS of the quality or any other aspect of such work.

ARTICLE 6 INDEMNIFICATION AND INSURANCE

6.1. Indemnification. The Escrow Agent shall indemnify, hold harmless, and defend the PGCPS Indemnitees and the Developer Persons from and against any and all losses, claims, suits, judgments, expenses, actions, damages, and costs of every name and description on account of any negligence, recklessness, or willful misconduct (including any act or fraud) of the Escrow Agent and its employees and agents with respect to performance under this Agreement. This provision is intended to apply even if the injury or damage is caused in part by any act, omission, or default of the PGCPS Indemnitees or the Developer Persons. PGCPS shall promptly notify the Escrow Agent of the assertion of any claims against which any PGCPS Indemnitees seek to be indemnified hereunder, and Developer shall promptly notify the Escrow Agent of the assertion of any claims against which any Developer Persons seek to be indemnified hereunder; provided, however, that in both circumstances, the failure to give such notice shall not affect the Escrow Agent's indemnification obligation hereunder, except insofar as the failure to provide such notice increases the amount of the particular Losses.

6.2. Insurance. Throughout the term of this Agreement, the Escrow Agent shall secure and maintain the insurance coverage for the benefit of PGCPS and Developer specified herein. The Escrow Agent shall provide PGCPS and Developer with evidence of the Escrow Agent's commercial insurance coverage pursuant to the following:

6.2.1. Workers' Compensation. An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Escrow Agent or any of the Escrow Agent's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Escrow Agent will provide coverage for these exposures on an "if any basis" and in accordance with the written requirements of PGCPS.

6.2.2. Commercial General Liability Insurance. An insurance policy covering the liability of the Escrow Agent for all work or operations under or in connection with this Agreement and all obligations assumed by the Escrow Agent under this Agreement. Products, Completed Operations, and Contractual Liability must be included. The required limits of liability in this section may be met by the purchase of an Excess or Umbrella Liability policy. The coverage under such an insurance policy or policies shall have limits of not less than:

COMMERCIAL GENERAL LIABILITY	\$10,000,000
BODILY INJURY AND PROPERTY	\$1,000,000 per occurrence
DAMAGE LIABILITY	\$3,000,000 aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000
Or combined single limit not less than \$2,000,000	

PGCPS and Developer must be included as an additional insured under the General Liability coverage, and Employers Liability of \$500,000 each for each accident, disease each employee, and policy limit disease.

6.2.3. Miscellaneous Professional Liability Insurance. The Escrow Agent shall maintain a separate insurance policy to pay on behalf of the Escrow Agent all costs the Escrow Agent shall become legally obligated to pay as damages due to any claim caused by any negligent act, error, or omission of the Escrow Agent or any other person for whose acts the Escrow Agent is legally liable arising out of the performance under this Agreement. The coverage under such an insurance policy shall have a limit of liability not less than \$1,000,000 per claim.

6.2.4. Crime/Fidelity Insurance. The Escrow Agent shall maintain a standard crime policy with limits of liability covering losses of Escrow Agent, PGCPS, and Developer money or property caused by dishonesty of employees, loss of money or securities while being conveyed by messenger outside the premises in an amount not less than the available balance in each Account. The policy should also include loss caused by forgery of outgoing monies, but not limited to cash, securities, or other forms of negotiable instruments, for loss caused by burglary, theft, robbery, and mysterious disappearance. The indemnity provisions under such policy shall have the following limits unless the Escrow Agent provides self-insurance satisfactory to PGCPS and Developer:

BLANKET EMPLOYEE DISHONESTY	\$1,000,000
FORGERY AND ALTERATIONS	\$1,000,000
THEFT, DISAPPEARANCE, AND DESTRUCTION	\$1,000,000
COMPUTER FRAUD W/ WIRE TRANSFER	\$1,000,000

6.3. Special Provisions for Insurance.

6.3.1. The Escrow Agent shall forward to PGCPs and Developer a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall provide that PGCPs and Developer be notified in writing by the insurer at least thirty (30) calendar days prior to cancellation or material change of any such coverage. The certificate(s) shall be in a form satisfactory to PGCPs and Developer and shall list the various coverages and limits. Insurance companies providing the coverage must be acceptable to PGCPs and Developer, rated by A.M. Best, and carry at least an “A” Rating VIII. In addition to the aforementioned provisions, the insurance shall automatically be renewed upon expiration and continued in full force and effect until the termination of this Agreement, unless PGCPs and Developer are given thirty (30) calendar days written notice before any change or cancellation is made effective. If requested, the Escrow Agent shall directly furnish PGCPs and Developer with a certified copy of each insurance policy.

6.3.2. The initial and subsequent certificate(s) shall include a description of the work and the assigned contract number.

6.3.3. Prior to beginning any work, the insurance requirements as outlined must be submitted and approved in writing by PGCPs and Developer.

6.3.4. All insurance shall be procured from insurance or indemnity companies acceptable to PGCPs and Developer and licensed and authorized to conduct business in the State of Maryland. PGCPs’ or Developer’s approval or failure to disapprove insurance furnished by the Escrow Agent shall not release the Escrow Agent of full liability for damage and accidents.

6.3.5. If at any time the above required insurance policies should be canceled, terminated, or modified so that the insurance is not in full force and effect as required herein, PGCPs and Developer reserve the right to terminate this Agreement in accordance with Section 7.3 (Escrow Agent Replacement).

6.3.6. Any contract of insurance or indemnification naming PGCPs or any of its departments, agencies, administrators, or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that PGCPs et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.

6.3.7. In the event the required certificate(s) as specified herein are not furnished pursuant to this Agreement, the Escrow Agent shall not be permitted to commence or continue the duties outlined in this Agreement until all required insurance certificates or evidence of self-insurance have been received.

6.3.8. The certificate(s) shall be sent to the Parties listed in Exhibit A (Authorized Representatives) and the Notices section of this Agreement.

ARTICLE 7 TERMINATION

7.1. Termination Events. This Agreement shall only terminate upon the occurrence of any of: (1) a mutual written Termination Agreement executed among PGCPs and Developer; (2) the Escrow Agent's final and irrevocable disbursement of all funds held in the Accounts upon the termination of the Project Agreement; or (3) PGCPs' termination in accordance with Article 4 (PGCPs Funding) above.

7.2. Disposition of Funds. Upon such termination, to the extent any funds then remain in any Account, the Escrow Agent shall disburse such remaining funds to PGCPs and close all Accounts.

7.3. Escrow Agent Resignation or Replacement. The Escrow Agent may, at any time, resign as escrow agent hereunder by furnishing written notice of its resignation to each other Party not less than thirty (30) days prior to the effective date of its resignation. PGCPs and Developer may remove Escrow Agent by giving Escrow Agent joint written notice thereof, such removal to be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor Escrow Agent. In the event the Escrow Agent resigns or must be replaced during the term of the Project Agreement, the Escrow Agent shall continue to act until a replacement has been selected by PGCPs and Developer, and this Agreement has been effectively assigned to such replacement or a new escrow agreement substantially similar to this Agreement has been executed and becomes effective. Upon request of the Parties, the Escrow Agent shall cooperate with and assist them in transitioning the provision of services to any successor. PGCPs shall pay the Escrow Agent fair and equitable compensation for satisfactory performance prior to the termination effective date, less the amount of any damages caused by any breach of this Agreement by the Escrow Agent. If the damages are more than the compensation payable to the Escrow Agent, the Escrow Agent will remain liable after termination, and PGCPs can affirmatively collect damages or deduct from monies due the Escrow Agent on this or other agreements with PGCPs. Damages may include costs associated with any re-procurement activities required by PGCPs. The Escrow Agent shall not be reimbursed for any anticipatory profits that have not been earned up to the termination effective date or paid any damages or costs arising from such termination.

ARTICLE 8 MISCELLANEOUS

8.1. Authorized Representatives. The Authorized Representatives of PGCPs and Developer shall initially be those persons listed in Exhibit A (Authorized Representatives), and thereafter, such persons as shall be notified by any Party to the other Parties upon the giving of five (5) Business Days' notice (individually, an "**Authorized Representative**" and, collectively, the "**Authorized Representatives**"). In carrying out any of the provisions of this Agreement, or in exercising any power or authority granted to them by or within the scope of this Agreement, there shall be no liability upon PGCPs' or Developer's Authorized Representatives, it being understood that in all such matters they act solely as agents and representatives of PGCPs or Developer, respectively.

8.2. Initiation of Work. The Escrow Agent shall commence performance of the Scope of Work as of the Agreement Date.

8.3. Amendment. No amendment, modification, or change to this Agreement shall be effective unless the same shall be in writing and duly executed by the Parties.

8.4. Assignment and Control. The terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. It is mutually understood and agreed that the Escrow Agent shall not assign, transfer, convey, or otherwise dispose of its right, title, or interest in this Agreement to any other person, firm, or corporation, without the previous written consent of PGCPs and Developer, but in no case shall such consent relieve the Escrow Agent from the obligations or change the terms of this Agreement. The Escrow Agent shall not enter into any contractual agreement with a third party for the delegation to such third party of performance obligations of the Escrow Agent of any part of this Agreement without the prior written consent of PGCPs and Developer. PGCPs and Developer may assign, transfer, or encumber any right or obligation under this Agreement in accordance with the terms of the Project Agreement.

8.5. Governing Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality, or unenforceability without invalidating the remainder of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.6. Standard of Professional Service and Compliance with Law. The work and services to be provided and performed by the Escrow Agent will be done in accordance with the generally accepted standards of professional practice and in compliance with all Applicable Laws. References in this Agreement to Codes and Standards are to the most recent published professional Codes and Standards governing the Escrow Agent in effect on the Agreement Date. Unless otherwise specified to the contrary, (a) all such Codes and Standards will apply as if incorporated in this Agreement, and (b) if any revision occurs after the Agreement Date and prior to completion of the Parties' respective obligations under this Agreement, the Party whose obligations are affected by the revision will perform the applicable work in accordance with the revised Codes and Standards if and to the extent applicable.

8.7. Ownership of Documents and Funds. Upon the expiration or termination of this Agreement, the Escrow Agent shall provide to PGCPs all records, documents, and funds in the Escrow Agent's possession created pursuant to this Agreement.

8.8. Employment. The Escrow Agent shall not engage or otherwise employ any employee or official of PGCPs or any Developer Person during the performance term of this Agreement without the written consent of PGCPs.

8.9. Licensure Requirements. The Escrow Agent and the Escrow Agent's employees performing the Scope of Work shall obtain and maintain all necessary licenses and/or

certifications, where licensure and/or certification are required for the provision of services under the terms of this Agreement.

8.10. Non-Discrimination. The provisions of Title VII of the Civil Rights Act of 1964 are hereby included in this Agreement to the end that no person in the United States shall, on the grounds of race, color, sex, religion, national origin, or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Agreement. The provisions of State Government Article, Annotated Code of Maryland, Title 20 Human Relations, Subtitle 6, Discrimination in Employment, are incorporated by reference and are made a part hereof. The Escrow Agent agrees to be in full compliance with the Federal mandate of the Americans with Disabilities Act. The Escrow Agent further agrees that this Section will be incorporated by the Escrow Agent in all contracts entered into with suppliers of materials or services and the consultants and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union labor, or who may perform any such labor services in connection with this Agreement. The Escrow Agent and any subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

8.11. Release of Information. To the extent permitted by Applicable Law, during the term of this Agreement, the Escrow Agent may not release any information related to the services or performance of the services under this Agreement, nor publish any reports or documents relating to PGCPs, any Account, or performance of services under this Agreement, without the prior written consent of PGCPs.

8.12. Status of Escrow Agent. The Escrow Agent is deemed by this Agreement to be an independent contractor and is not an agent or an employee of PGCPs or Developer.

8.13. Subcontractors. The Escrow Agent may not subcontract any portion of the Scope of Work without the prior written consent of PGCPs.

8.14. Conflict of Interest. As a prerequisite for the payment pursuant to the terms of this Agreement, there shall be furnished to PGCPs a statement, under oath and in the form set forth in Exhibit C, that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the Agreement and that upon request by PGCPs, as a prerequisite to payment pursuant to the terms of this Agreement, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the Escrow Agent shall be returned to PGCPs. Whenever any person shall be convicted of falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding \$1,000 or imprisonment not exceeding six (6) months, or both such fine and imprisonment.

8.15. Relationship of the Parties. The Parties to this Agreement shall not have any responsibility whatsoever with respect to services provided pursuant to this Agreement or contractual obligations under this Agreement assumed by another Party, and nothing in this Agreement shall be deemed to constitute any Party a partner, agent, or legal representative of another Party or to create any fiduciary relationship between the Parties, in each case, under this Agreement.

8.16. Notices. All notices and consents required or permitted by this Agreement (collectively, the “Notices”) shall be in writing, shall be transmitted by (a) registered or certified mail, return receipt requested, with Notice deemed to be given upon receipt, postage pre-paid; (b) delivered by hand or by nationally recognized courier service; or (c) if sent by facsimile transmission with confirmed receipt thereof or email, and addressed as follows:

To PGCPs:	Chief Executive Officer Prince George’s County Public Schools 14201 School Lane Upper Marlboro, MD 20772 Email: ceo@pgcps.org
With a copy to:	Public-Private Partnership (P3) Program Office Prince George's County Public Schools Louis Wilson Sr. Facilities Administration Building 13300 Old Marlboro Pike Upper Marlboro, MD 20772 Email: jason.washington@pgcps.org
With a copy to:	Office of General Counsel Prince George’s County Public Schools 14201 School Lane Upper Marlboro, MD 20772 Email: diana.wyles@pgcps.org
To Developer:	Prince George’s County Education & Community Partners, LLC c/o Fengate Capital Management Ltd. 2275 Upper Middle Road East #700 Oakville, ON L6H 0C3 Canada Email: andrea.mclean@fengate.com with a copy to fengatenotice@fengate.com
With a copy to:	Prince George’s County Education & Community Partners, LLC c/o Gilbane Development Company 7 Jackson Walkway Providence, RI 02903 Email: dearly@gilbaneco.com

To the Escrow Agent: Zions Bancorporation, National Association
Corporate Trust
401 Liberty Avenue, Suite 1729
Pittsburgh, PA 15222
Email: eric.mitzel@zionsbancorp.com

Changes in the respective names and addresses to which such Notices may be directed may be made from time to time by a Party by Notice to the other Parties.

8.17. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by a Party and thereafter waived by the other Parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

8.18. Certification of Signatories. The signatories executing this Agreement on behalf of the Parties warrant and represent that they have the legal authority to do so and furthermore agree that each shall, upon request of another Party, furnish legally sufficient evidence of such authority.

8.19. Further Assurances. The Parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments, and other documents and shall take such further action as shall be reasonably required or requested by another Party to effectuate the transactions contemplated by this Agreement.

8.20. Captions and Headings. Captions and headings in this Agreement are for convenience and ease of reference only, and in no way define or limit the interests, rights, or obligations of the Parties hereunder.

8.21. Recitals. The Recitals are expressly incorporated herein by reference.

8.22. Counterparts and Delivery by Electronic Mail. This Agreement (i) may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument, and (ii) may not be amended or modified except in a writing signed by the Parties. Execution and delivery of this Agreement by facsimile or e-mail .pdf shall be sufficient for all purposes and shall be binding on any Person who so executes.

8.23. Prevailing Wage Rate. This Agreement is not subject to the wage requirements of County Code Sec. 10A-144.

[Signature Pages Follow]

IN WITNESS THEREOF, the undersigned Parties intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

By: Monica E. Goldson

Name: Monica E. Goldson, Ed.D

Title: Chief Executive Officer

PRINCE GEORGE'S COUNTY EDUCATION & COMMUNITY PARTNERS, LLC

By: Vernita Tsang.

Name: Vernita Tsang

Title: Vice President

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

By: 

Name: ERIC MITZEL

Title: VICE PRESIDENT

Exhibit A

Authorized Representatives

PGCPS:

Jason Washington, Director, Public-Private Partnerships Office

Shawn Matlock, Esq., Director, Department of Capital Programs

Keith Stewart, Director, Purchasing & Supply Services

Developer:

Nina Yoo, Vice President and Secretary

Vernita Tsang, Vice President

EXHIBIT B

Compensation Schedule

*Annual Escrow Agent Fee (per Account:) \$400.00

Fee includes ordinary administrative duties, collections of revenues, transfers and disbursements, processing of project requisitions from the Escrow(s) as may be required, maintenance of requisite controls, production and reconciliation of records and files relating to the accounts, receipt and examination of certificates, documents and statements as may be required by the Agreement(s) to ensure compliance with the terms thereof.

The first year's Annual Fee is due at closing. Subsequent Annual Fees are billed in advance on the anniversary date of the closing for the period of service to be rendered and shall not be prorated.

EXHIBIT C

Vendor's Oath and Certification

Pursuant to Subtitle 10, Section 10A-110 of the Prince George's County Code, the Purchasing Agent requests as a matter of law that any contractor receiving a contract or award from Prince George's County, Maryland, shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to payment.

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of the County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George's County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George's County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George's County, Maryland."

Handwritten Signature of Authorized Principal(s):

Name: _____

Title: _____

INDEPENDENT ENGINEER AGREEMENT

for the

PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
ALTERNATIVE CONSTRUCTION FINANCING PACKAGE 1 PROJECT

by and among

BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

and

PRINCE GEORGE'S COUNTY EDUCATION & COMMUNITY PARTNERS, LLC

and

BTY US, LLC

Dated December 15, 2020

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INDEPENDENT ENGINEER AGREEMENT

This Independent Engineer Agreement (“**Agreement**”) is entered into as of the 15th day of December, 2020 (“**Agreement Date**”), by and among the Board of Education of Prince George’s County (the “**Board**” or “**PGCPS**”), Prince George’s County Education & Community Partners, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Developer**”), and BTY US, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Independent Engineer**”). Each may be referred to herein as a “**Party**” or collectively as the “**Parties**,” as the context of the usage of such term may require. Capitalized terms used herein without definition shall have the meanings assigned to them under that certain Project Agreement for the Design, Build, Finance, and Maintenance of Prince George’s County Public Schools Alternative Construction Financing Package 1, dated December 15, 2020 (as may be amended in accordance with its terms, the “**Project Agreement**”).

RECITALS

WHEREAS, PGCPS and Developer executed the Project Agreement for purposes of establishing a public-private partnership through which Developer will design, build, finance, and maintain the Schools in accordance with the specifications and requirements of the Project Agreement;

WHEREAS, the Project Agreement contemplates the hiring of an independent engineer to act impartially and independently of PGCPS and Developer to perform certain duties outlined in the Project Agreement and this Agreement;

WHEREAS, PGCPS and Developer desire to engage the Independent Engineer, and the Independent Engineer wishes to accept such engagement, to perform certain services in connection with the Project Agreement; and

WHEREAS, PGCPS, Developer, and the Independent Engineer wish to enter into this Agreement in order to record the terms by which the Independent Engineer will perform such services.

NOW, THEREFORE, in consideration of the mutual promises and agreements of the Parties herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1. Definitions. Unless otherwise specified or the context otherwise requires, the following terms will have the following meanings:

“**Additional IE Services**” means any additions or changes to the IE Services.

“Additional IE Services Claim” has the meaning set forth in Section 8.1.1 (Independent Engineer Additional IE Services Claim; Continuation of IE Services).

“Additional IE Services Fee Notice” has the meaning set forth in Section 8.2.1 (Response to Additional IE Services Claim or Joint Additional IE Services Price Request).

“Additional IE Services Order” has the meaning set forth in Section 8.2.2 (Additional IE Services Order).

“Additional Insured Parties” has the meaning set forth in Section 6.1.1 (Insurance Requirements).

“Agreement” means this Agreement, including any recitals, schedules, and appendices to this Agreement, as may be amended in accordance with the terms hereof.

“Agreement Date” has the meaning set forth in the Preamble.

“Anticipated School Occupancy Readiness Notice” has the meaning set forth in Section 4.1.7 (Notice of Anticipated School Occupancy Readiness).

“Arbiter” has the meaning set forth in Section 4.3.3 (Arbiter Selection and Qualifications).

“Arbiter’s Qualifications” has the meaning set forth in Section 4.3.3 (Arbiter Selection and Qualifications).

“Board” or **“PGCPS”** has the meaning set forth in the Preamble.

“Developer” has the meaning set forth in the Preamble.

“Disputes Manager” has the meaning set forth in Section 2.6 (Disputes Manager).

“Fee” means the fees and disbursements payable to the Independent Engineer for the IE Services in accordance with this Agreement, as such fees are specified and made payable in Appendix B (Fee) to this Agreement.

“IE Services” means (a) all of the services performed by and obligations conferred on the Independent Engineer under the Project Agreement; (b) all of the services performed by and obligations conferred on the Independent Engineer under this Agreement, including the services described in Appendix A (IE Services) to this Agreement; and (c) all other obligations or tasks which the Independent Engineer is required to do to comply with its obligations under this Agreement.

“Indemnatee(s)” means, individually and collectively, as applicable, Developer and each PGCPS Indemnatee.

“Independent Engineer” has the meaning set forth in the Preamble.

“Independent Engineer Person” has the meaning set forth in Section 11.2 (Independent Engineer Persons).

“Joint Additional IE Services Price Request” has the meaning set forth in Section 8.1.2 (Joint Additional IE Services Price Request).

“Liability Payment” has the meaning set forth in Section 10.3 (General Obligation to Pursue Third Person Recovery).

“Party” or **“Parties”** has the meaning set forth in the Preamble.

“Project Agreement” has the meaning set forth in the Preamble.

“Project Material” means all material (a) provided to the Independent Engineer or created by or required to be created by either PGCPs or Developer; and (b) provided by or created by or required to be created by the Independent Engineer as part of, or for the purpose of, performing the IE Services, including documents, equipment, reports, technical information, plans, charts, drawings, calculations, tables, schedules, and data (stored and recorded by any means).

“School Occupancy Readiness Certificate” has the meaning set forth in Section 4.2.2 (School Occupancy Readiness Certificate).

“School Occupancy Readiness Deficiency Report” has the meaning set forth in Section 4.2.1 (Procedure).

“School Occupancy Readiness Notice” has the meaning set forth in Section 4.2.1 (Procedure).

1.2. Interpretation. This Agreement shall be interpreted according to the following provisions, except to the extent that the context or the express provisions of this Agreement otherwise require.

1.2.1 Plurality. Words importing the singular number mean and include the plural number and vice versa.

1.2.2 Persons. Words importing persons include individuals, legal personal representatives, firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, trusts, business trusts, corporations, governmental bodies, and other legal entities.

1.2.3 Headings. The table of contents and any headings preceding the text of the Articles, Sections, and subsections of this Agreement shall be solely for convenience of reference and shall not affect its meaning, construction, or effect.

1.2.4 References Hereto. The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms refer to this Agreement.

1.2.5 References to Days and Time of Day. All references to days herein are references to calendar days, unless otherwise indicated, such as by reference to Business Days. Each reference to time of day is a reference to Eastern Standard time or Eastern Daylight Savings time, as the case may be.

1.2.6 References to Business Days. If the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day.

1.2.7 References to Including. The words “include”, “includes”, and “including” are to be construed as meaning “include without limitation”, “includes without limitation”, and “including without limitation”, respectively.

1.2.8 References to Statutes. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates, or replaces the statute or statutory provision or which has been amended, extended, consolidated, or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice, or instruments made under the relevant statute.

1.2.9 References to Governmental Authorities. Each reference to a Governmental Authority is deemed to include a reference to any successor to such Governmental Authority or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such Governmental Authority.

1.2.10 References to Documents and Standards. Each reference to an agreement, document, standard, principle, or other instrument includes (subject to all relevant approvals and any other provision of this Agreement expressly concerning such agreement, document, standard, principle, or other instrument) a reference to that agreement, document, standard, principle, or instrument as amended, supplemented, substituted, novated, or assigned.

1.2.11 References to All Reasonable Efforts. The expression “all reasonable efforts” and expressions of like import, when used in connection with an obligation of PGCPs, the Independent Engineer, Developer, or any other Developer Person, means taking in good faith and with due diligence all commercially reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account each Party’s obligations hereunder to mitigate delays and additional costs to the other Party, and in any event taking no fewer steps and efforts than those that would be taken by a commercially reasonable and prudent person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person’s own benefit.

1.2.12 Counterparts and Delivery by Electronic Mail. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement. Any Party may deliver an executed copy of this Agreement by electronic mail and such counterpart shall be deemed effective upon receipt, but that Party will promptly deliver via mail or courier to the other Parties an originally executed copy of this Agreement

1.2.13 Governing Law and Venue. This Agreement is governed by and shall be construed in accordance with, and interpreted under, the laws of Maryland. Any disputes, legal cases, or other controversies arising out of this Agreement shall be filed in the Circuit Court for Prince George's County, Maryland, and subject to the laws of Maryland.

1.2.14 Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable, or illegal to any extent, such provision may be severed, and such invalidity, unenforceability, or illegality shall not prejudice or affect the validity, enforceability, and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable, or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability, or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

1.2.15 Drafting Responsibility. The Parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

1.2.16 Accounting and Financial Terms. All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with generally accepted accounting principles, consistently applied, in the United States.

1.2.17 Consents. Any consent required to be given under this Agreement must be in writing.

ARTICLE 2 ROLE OF THE INDEPENDENT ENGINEER

2.1. Engagement. PGCPs and Developer hereby appoint the Independent Engineer, and the Independent Engineer hereby accepts such appointment, to carry out the IE Services in accordance with this Agreement. The Independent Engineer will perform the IE Services in accordance with this Agreement and unless stated otherwise, where there is an inconsistency between this Agreement and the Project Agreement, the terms of the Project Agreement shall prevail. The Independent Engineer's proposal for this engagement, including written clarifications provided by the Independent Engineer in connection therewith, is attached hereto as Appendix C (Independent Engineer Proposal & Clarifications) and deemed incorporated herein; provided, however, to the extent of a conflict between Appendix C (Independent Engineer Proposal & Clarifications) and the remaining terms of this Agreement, the remaining terms of this Agreement shall prevail.

2.2. Acknowledgement by Independent Engineer. The Independent Engineer hereby acknowledges in favor of PGCPs and Developer that the Independent Engineer has received and reviewed the Project Agreement. The Independent Engineer acknowledges that PGCPs and Developer shall each rely upon the performance of the IE Services by the Independent Engineer, including all determinations and findings of fact, the expression of all opinions and conclusions, the issuance of all certificates, and, accordingly, the Independent Engineer shall use its best skills

and judgment in providing the IE Services. The Independent Engineer shall promptly notify PGCPs and Developer if, at any time, the Independent Engineer fails to meet the qualifications set forth in Section 10.1.1 (Independence and Qualifications) of the Project Agreement.

2.3. Standard of Care. The Independent Engineer shall in all respects act as an independent professional. The Independent Engineer represents and warrants that it does and shall at all times during the term of this Agreement possess and exercise the standard of skill, care, and diligence in the performance of the IE Services that would be expected of an expert professional experienced, in the same or similar locality under the same or similar circumstances, in providing each of the services falling within the definition of the IE Services as set forth in Section 1.1 (Definitions) of this Agreement.

2.4. Duty of Independent Judgment. In performing the IE Services, the Independent Engineer will act:

(1) impartially and independently of PGCPs and Developer, giving fair consideration to the interests and views of each in accordance with the terms of this Agreement and the Project Agreement;

(2) reasonably, honestly, and professionally in all respects, and in accordance with the highest standards of commercial integrity; and

(3) in a timely manner in its performance of the IE Services:

(a) in accordance with the times prescribed in this Agreement or the Project Agreement, as applicable; or

(b) where no times are prescribed, within five (5) Business Days or such earlier time so as to enable PGCPs and Developer to perform their respective obligations under the Project Agreement.

2.5. Determinations and Conclusions.

2.5.1 Independent Professional Judgment. All determinations of fact and the drawing of conclusion based upon any facts so determined shall be made in the exercise of the Independent Engineer's independent professional judgment. Although the Independent Engineer should take account of any opinions or representations made by PGCPs and Developer, and their respective professional advisors and consultants, the Independent Engineer shall not be bound to comply with any opinions, representations, requests, or directions made by either PGCPs, Developer, or their respective professional advisors and consultants in connection with any matter on which the Independent Engineer is required to exercise its professional judgment. Notwithstanding the foregoing, the Independent Engineer shall accept all agreed statements of fact made by PGCPs and Developer jointly provided that doing so would not prejudice the exercise by the Independent Engineer of its professional judgment under this Agreement.

2.5.2 Best Skill and Judgment. The Independent Engineer will use its best skill and judgment in providing the IE Services and making any certifications.

2.6. Disputes Manager. In accordance with Section 10.1.5 (Independent Engineer as Mediator Prior to Completion of Design-Build Work) and Section 24.3 (Mediation of Certain Disputes During the Design-Build Period) of the Project Agreement, PGCPs and Developer have agreed that a pre-determined and mutually agreeable representative of the Independent Engineer (the “**Disputes Manager**”) shall serve as the mediator for purposes of resolving certain disputes, as further detailed in the Project Agreement, during the Design-Build Period. The Parties agree that the initial Disputes Manager shall be Joanne Henson.

2.6.1 Unavailability of the Disputes Manager. The Independent Engineer shall take all reasonable efforts to provide PGCPs and Developer with sufficient notice of the Disputes Manager becoming unaffiliated with the Independent Engineer or otherwise permanently unavailable to serve as the Disputes Manager so that the replacement process can be completed prior to the Disputes Manager becoming unavailable. If for any reason the Disputes Manager resigns or is otherwise unavailable to perform the duties assigned to the Disputes Manager under this Agreement and the Project Agreement, the Independent Engineer shall immediately notify PGCPs and Developer and engage in the process set forth in Section 2.6.3 (Replacement of the Disputes Manager).

2.6.2 Termination of the Disputes Manager. The Disputes Manager can be terminated by the provision of a written notice of termination to the Independent Engineer signed jointly by PGCPs and Developer.

2.6.3 Replacement of the Disputes Manager. If the Disputes Manager becomes unavailable in accordance with Section 2.6.1 (Unavailability of the Disputes Manager) or is terminated by PGCPs and Developer in accordance with Section 2.6.2 (Termination of the Disputes Manager), the Independent Engineer shall identify at least three (3) alternate candidates with similar expertise and experience as the Disputes Manager that will be made available for a minimum one (1) hour interview with PGCPs and Developer, separately, unless waived in any or all cases by PGCPs or Developer. Following their independent review and consideration of each candidate, PGCPs and Developer shall meet and confer in an attempt to mutually select one of the candidates offered to be the Disputes Manager. In the event PGCPs and Developer are unable to agree on a Disputes Manager based on the initial candidates offered, the Independent Engineer shall continue to offer alternative candidates until a mutual selection is made by PGCPs and Developer.

2.7. Authority to Act. The Independent Engineer:

(1) is an independent consultant and is not, and will not purport to be, a partner, joint venturer, or agent of either PGCPs or Developer;

(2) has no direct or indirect material interest in or connection with, and it will not at any time have any direct or indirect material interest in or connection with, any person, trust, partnership, joint venture, or other entity that is not at arm’s length to PGCPs or Developer;

(3) has no direct or indirect material interest in, and will not at any time have a direct or indirect interest in, the certification of School Occupancy Readiness except with

respect to the performance of the IE Services under this Agreement and the payment of its Fee;

(4) other than as may be expressly set out in this Agreement or the Project Agreement, has no authority to give any directions to any PGCPs Person or Developer Person;

(5) has no authority to waive or alter any terms of the Project Agreement, nor to discharge or release either PGCPs or Developer from any of its obligations under the Project Agreement unless jointly agreed in writing by PGCPs and Developer;

(6) shall act in accordance with the joint direction of PGCPs and Developer provided that the directions are not inconsistent with the other terms of this Agreement or the terms of the Project Agreement and do not vary or prejudice the Independent Engineer's authority or responsibility or the exercise by the Independent Engineer of its professional judgment under this Agreement; and

(7) is not aware of any other circumstances or relationships, having made due inquiries with respect thereto, that could reasonably be perceived to constitute a conflict of interest with respect to the performance of the IE Services or its role as Independent Engineer.

2.8. Knowledge of PGCPs' and Developer's Requirements. The Independent Engineer warrants that:

(1) it has and will be deemed to have informed itself fully of the requirements of the Project Agreement;

(2) it will inform itself fully of the requirements of such other documents and materials as may become relevant from time to time to the performance of the IE Services;

(3) without limiting items (1) or (2) above, it has and will be deemed to have informed itself fully of all time limits and other requirements for any IE Services which the Independent Engineer carries out under the Project Agreement and this Agreement;

(4) it has and will be deemed to have informed itself fully of the nature of the work necessary for the performance of the IE Services and the means of access to all facilities at the Project and the Sites, and it agrees to follow procedures established by PGCPs with respect to access to Sites, including compliance with Exhibit O (Background Check Requirements) to the Project Agreement; and

(5) it has satisfied itself as to the correctness and sufficiency of its proposal for the IE Services and that the Fee covers the cost of complying with all of the obligations under this Agreement and of all matters and things necessary for the due and proper performance and completion of the IE Services.

2.9. Coordination by Independent Engineer. The Independent Engineer shall:

- (1) fully cooperate with PGCPs, Developer, and Governmental Authorities having jurisdiction;
- (2) carefully coordinate the IE Services with the work and services performed by PGCPs and Developer, including the PGCPs Activities;
- (3) perform the IE Services so as to avoid unreasonably interfering with, disrupting, or delaying the work and services performed by PGCPs and Developer, including the PGCPs Activities; and
- (4) simultaneously provide copies to PGCPs and Developer of all reports, communications, certificates, and other documentation that it provides to either PGCPs or Developer.

2.10. Conflict of Interest. The Independent Engineer warrants that:

- (1) in addition to the warranties set out in subsections (2) and (7) of Section 2.7 (Authority to Act) of this Agreement, at the date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement, and, without limitation, the Independent Engineer has no interest that would constitute a conflict of interest as defined under Code of Maryland Regulations (COMAR) § 21.05.08.08 or any Board ethics policies promulgated in accordance with § 15-811 through § 15-815 of the State Government Article of the Annotated Code of Maryland, including Board Policy 0107 prohibiting PGCPs employees from benefiting from business with the school system; and
- (2) if, during the term of this Agreement, any such conflict or risk of conflict of interest arises, or there is reasonable apprehension that a conflict of interest has arisen or may arise, the Independent Engineer shall immediately notify PGCPs and Developer in writing of that conflict or risk of conflict and shall take such steps as may be required by PGCPs and Developer to avoid, or (where it is not possible to avoid that conflict) mitigate that conflict or risk to the greatest extent possible, or (where it is not possible to avoid that conflict, and PGCPs and Developer jointly request) resign.

2.11. Independent Engineer Personnel.

2.11.1 Personnel to be Used. Subject to Section 2.11.2 (Removal and Replacement), the Independent Engineer will use the partners, directors, or employees described in Appendix C (Independent Engineer Proposal & Clarification) to this Agreement in connection with the performance of the IE Services and such persons' services will be available for so long as may be necessary to ensure the proper performance by the Independent Engineer of the IE Services. Such persons will have full authority to act on behalf of the Independent Engineer for all purposes in connection with this Agreement.

2.11.2 Removal and Replacement. None of the persons listed in Appendix C (Independent Engineer Proposal & Clarifications) to this Agreement will be removed or replaced unless (i) Developer and PGCPS mutually agree to remove or replace such person; (ii) such person ceases to work as a partner in or a director or employee of the Independent Engineer; or (iii) such person is unable to work because of death or illness. The Independent Engineer shall notify PGCPS and Developer of any such circumstances and shall be responsible for finding a replacement who will previously have been approved in writing by PGCPS and Developer.

2.12. Engagement of Subcontractors. If so instructed or approved by Developer and PGCPS, the Independent Engineer may engage a separate, qualified, licensed, and independent firm to perform specific responsibilities. Each firm selected to perform such services, the scope of work, and the terms of the service agreements shall be subject to the prior approval of PGCPS and Developer and shall not itself have any conflict of interest as set out in Section 2.10 (Conflict of Interest) of this Agreement.

2.12.1 Costs. The costs and expenses of such selected firms, if and to the extent approved by Developer and PGCPS, shall constitute costs and expenses of the Independent Engineer, which shall be reimbursable to the Independent Engineer as part of (and not in addition to) the Fee, in accordance with the payment schedule specified in Appendix B (Fee) to this Agreement.

2.12.2 Use of Work Product. The work product of the subcontractors engaged pursuant to this Section shall be made available to PGCPS, Developer, and the Independent Engineer for their information and consideration in exercising their rights and carrying out their responsibilities with respect to the Project, but shall not be binding upon any of PGCPS, Developer, or the Independent Engineer for any purpose.

2.13. Obligations of Others. Nothing in this Agreement or the Project Agreement shall be interpreted or construed to render the Independent Engineer responsible for the performance of the Design-Build Work, or for the performance of any obligation of Developer, or the professional responsibility of any of the other professionals of record with respect to the Project.

ARTICLE 3 ROLE OF PGCPS AND DEVELOPER

3.1. Assistance. PGCPS and Developer agree to cooperate with and provide reasonable assistance to the Independent Engineer to familiarize the Independent Engineer with all necessary aspects of the Project and to enable the Independent Engineer to carry out its obligations, including the determination of School Occupancy Readiness under this Agreement. Neither PGCPS nor Developer shall in any way obstruct or otherwise impede or interfere with the performance of the IE Services by the Independent Engineer.

3.2. Instructions in Writing. All instructions given to the Independent Engineer by PGCPS and Developer shall be in writing.

3.3. Obligations and Exercise of Rights. Except as otherwise expressly provided in this Agreement:

(1) Where a power, authority, or discretion may be exercised by PGCPs and Developer, it shall be exercised by them jointly; and

(2) Any obligation of PGCPs and Developer shall be deemed to be a several obligation of PGCPs and Developer, acting individually.

3.4. Information and IE Services. PGCPs and Developer will each make available to the Independent Engineer, as soon as practicable from time to time, all information, documents and particulars necessary for the Independent Engineer to carry out the IE Services, including such information, documents, and particulars required in order for the Independent Engineer to determine whether the School Occupancy Readiness Conditions have been achieved, and will simultaneously provide copies of all such information, documents, and particulars to the other Party.

3.5. Additional Information.

3.5.1 Requests by Independent Engineer. If any information, documents, or particulars are reasonably required to enable the Independent Engineer to perform the IE Services and have not been provided by Developer or PGCPs, as the case may be, then:

(1) the Independent Engineer will give notice in writing to PGCPs and Developer of the details of the information, documents, or particulars demonstrating the need and the reasons why they are required; and

(2) PGCPs or Developer, as the case may be, will arrange for the provision of the required information, documents, or particulars to both the Independent Engineer and the non-responding Party as soon as possible, but no later than ten (10) Business Days following the Independent Engineer's notice under Section 3.5.1(1) (Requests by Independent Engineer).

3.5.2 Failure to Provide Requested Information. Any failure or refusal to provide such information may be resolved in accordance with the dispute resolution procedures set forth in Article 24 (Resolution of Disputes) of the Project Agreement.

3.6. Right to Enter and Inspect. Upon giving reasonable notice to Developer and PGCPs, the Independent Engineer (and any person authorized by it) may enter and inspect the Sites and work in progress at any reasonable time when a Developer Person is present in connection with the exercise or proposed exercise of rights under this Agreement, subject to:

(1) observance of the reasonable rules of Developer and PGCPs as to safety and security for the Sites and work in progress;

(2) not causing unreasonable delay to the carrying out of the Design-Build Work by reason of its presence at the Sites; and

(3) not causing any damage to the Sites or work in progress.

3.7. Performance of Obligations Under the Project Agreement Not Relieved. Neither PGCPs nor Developer shall be relieved from its obligations to perform their respective obligations, or from any other liabilities, under the Project Agreement at the time and in the manner contemplated in the Project Agreement by reason of the appointment of or the performance or non-performance of the IE Services by the Independent Engineer.

3.8. Liability for Actions of Independent Engineer. In no event will PGCPs or Developer be liable to one another for any act or omission by the Independent Engineer whether under, or purportedly under, a provision of the Project Agreement, this Agreement, or otherwise, provided that any such act or omission will not extinguish, relieve, limit, or qualify the nature or extent of any right or remedy of either PGCPs or Developer against or any obligation or liability of either PGCPs or Developer which would have existed regardless of such act or omission.

ARTICLE 4 DUTIES OF INDEPENDENT ENGINEER

4.1. Reviews and Inspection of the Project.

4.1.1 General Duties. The Independent Engineer shall review comments received during the building code plan reviews.

4.1.2 Design Review Responsibilities. During the design review phase, the Independent Engineer shall:

- (1) meet with Developer and PGCPs to verify design plan submittal requirements;
- (2) conduct document pre-submittal meetings with the Design-Builder, and review documents, issue comments, and back check documents;
- (3) perform structural design peer review by a structural engineer that is registered in the State of Maryland;
- (4) review multiple design and construction document packages with Developer and PGCPs (including at the 35% and 65% complete stages) for compliance with the applicable Contract Standards in order to expedite construction;
- (5) certify acceptance of each Construction Documents Submission, with such certification to include (i) verification that the 95% Construction Documents Submission complies with the applicable Contract Standards, and (ii) that the Final Construction Documents comply with the applicable Contract Standards and are the documents according to which Developer shall construct the Project, as provided in Article 7 of the Project Agreement.

Final interpretations made by the Independent Engineer during the design review process shall be binding on Developer and PGCPs.

4.1.3 Construction Phase. During the construction phase, the Independent Engineer shall:

- (1) Cooperate with the construction inspector of record;
- (2) Inspect the Sites, including each School, for conformance with the Final Construction Documents;
- (3) Review the results of tests performed by Developer;
- (4) Review independent laboratory tests of materials;
- (5) Review special inspection reports;
- (6) Confirm that Developer is in compliance with the Design-Build Quality Management Plan; and
- (7) Review the Commissioning Plans and the Commissioning of each School.

4.1.4 Inspection for School Substantial Completion. In accordance with Article 8 of the Project Agreement, the Independent Engineer shall inspect each School (including any required re-inspections thereof) to determine whether the conditions to School Substantial Completion set forth in Section 8.1 (Conditions to Substantial Completion for the Schools) of the Project Agreement have been satisfied within three (3) Business Days from receipt of the notice described in Section 4.1.5 (Notice of Anticipated School Substantial Completion) below. As soon as possible, but no later than two (2) Business Days from the inspection conducted in accordance with this Section, the Independent Engineer shall notify Developer and PGCPs in writing either (i) that School Substantial Completion has been achieved for the relevant School, or (ii) of the deficiencies that the Independent Engineer considers are required to be rectified by Developer in order for the conditions for School Substantial Completion to be satisfied. In the latter case, Developer shall deliver a new notice in accordance with Section 4.1.5 (Notice of Anticipated School Substantial Completion) below once such deficiencies are rectified, and the process described in this Section 4.1.4 (Inspection for School Substantial Completion) shall be repeated until the Independent Engineer notifies Developer and PGCPs in writing that School Substantial Completion has been achieved for each School.

4.1.5 Notice of Anticipated School Substantial Completion. In accordance with Section 8.2 (Notice of School Substantial Completion) of the Project Agreement, for each School, Developer shall give the Independent Engineer and PGCPs each not less than thirty (30) days' written notice of the date on which it anticipates such School will satisfy the conditions for School Substantial Completion.

4.1.6 Inspection for School Occupancy Readiness and Punch List Items. In addition to any obligations imposed under the Project Agreement, the Independent Engineer shall inspect each School (including any re-inspections thereof) to determine whether the School Occupancy Readiness Conditions have been satisfied in accordance with the procedures for certification set

forth in this Agreement and shall prepare a Punch List for each School, if applicable, and otherwise comply with the procedures for certification set forth in this Article.

4.1.7 Notice of Anticipated School Occupancy Readiness. For each School, Developer shall give the Independent Engineer and PGCPs each not less than thirty (30) days' written notice ("**Anticipated School Occupancy Readiness Notice**") of the date on which it anticipates the relevant School will be in a condition necessary to satisfy the School Occupancy Readiness Conditions and the dates on which it is intended that the Independent Engineer carry out the inspection of the School with a view toward issuing the School Occupancy Readiness Certificate.

4.2. Certification of School Occupancy Readiness.

4.2.1 Procedure. For each School, the Independent Engineer shall make its determination of School Occupancy Readiness and certify that the relevant School has achieved School Occupancy Readiness in accordance with the following procedures:

(1) Developer shall provide the Independent Engineer and PGCPs the Anticipated School Occupancy Readiness Notice;

(2) within ten (10) Business Days after Developer provides the Anticipated School Occupancy Readiness Notice, and in any event at least twenty (20) Business Days prior to the inspection of the relevant School by the Independent Engineer, Developer shall give the Independent Engineer and PGCPs an application for a School Occupancy Readiness Certificate (the "**School Occupancy Readiness Notice**") in the form set forth in Appendix D (Form of School Occupancy Readiness Notice) to this Agreement, together with Developer's opinion as to whether the conditions for issuance of the School Occupancy Readiness Certificate have been satisfied (which School Occupancy Readiness Notice may be given concurrently with the giving of the Anticipated School Occupancy Readiness Notice); and

(3) provided that Developer has complied with subsections (1) and (2) of this Section 4.2.1 (Procedure), upon the written request of Developer, the Parties shall cause the Independent Engineer to, as soon as possible, but no later than five (5) Business Days following such request, determine whether the School Occupancy Readiness Conditions have been satisfied, having regard to the opinions of Developer and PGCPs, and to issue to PGCPs and Developer either:

(a) the School Occupancy Readiness Certificate in accordance with Section 4.2.2 (School Occupancy Readiness Certificate) within two (2) Business Days from the inspection, stating the date upon which the Independent Engineer certifies that the School has satisfied the School Occupancy Readiness Conditions; or

(b) a written report (the "**School Occupancy Readiness Deficiency Report**"), as soon as possible but no later than three (3) Business Days following the inspection performed under Section 4.1.6 (Inspection for School Occupancy Readiness and Punch List Items) for the School, detailing the deficiencies that the

Independent Engineer considers are required to be rectified by Developer in order for the School Occupancy Readiness Conditions to be satisfied.

4.2.2 School Occupancy Readiness Certificate. In the event the Independent Engineer determines that the School Occupancy Readiness Conditions have been satisfied for a School, the Independent Engineer shall certify that fact by execution of a certification of School Occupancy Readiness (the “**School Occupancy Readiness Certificate**”) in the form set forth in Appendix E (Form of School Occupancy Readiness Certificate) to this Agreement. The Independent Engineer shall deliver a duplicate signed original of the School Occupancy Readiness Certificate to PGCPs and Developer on the date in which the Independent Engineer has determined that such School meets the criteria for School Occupancy Readiness.

4.2.3 Independent Engineer Determination. In determining whether there is an entitlement for the issuance of a School Occupancy Readiness Certificate, the Independent Engineer shall:

- (1) witness such tests and investigations and make such inquiries as seem to the Independent Engineer to be reasonably necessary or advisable to the question of whether the School Occupancy Readiness Conditions have been satisfied; and
- (2) in connection therewith, consult and consider the views of Developer and PGCPs.

The obligation to carry out tests and investigations and consult and consider the views under this Section 4.2.3 (Independent Engineer Determination) shall not apply where, in the circumstances, a competent professional expert in the position of the Independent Engineer would consider it clear that School Occupancy Readiness Conditions have not been satisfied.

4.2.4 Independent Assessment. In carrying out its responsibilities under this Section, the Independent Engineer shall act as an independent professional and in particular shall make an independent assessment of such facts as are relevant to its determination.

4.2.5 Deficiencies, Rectification Actions, and Re-Inspection. Where the Independent Engineer has issued a School Occupancy Readiness Deficiency Report, Developer shall, within seven (7) Business Days of the receipt thereof, provide the Independent Engineer and PGCPs with details of all additional rectification actions and Commissioning that need to be performed by Developer at the relevant School to address all of the matters raised in the School Occupancy Readiness Deficiency Report, and Developer shall perform all such additional rectification actions. As soon as Developer has completed such rectification actions, Developer may deliver a new School Occupancy Readiness Notice, and the Independent Engineer shall review such rectification actions and, within three (3) Business Days from receipt of the new School Occupancy Readiness Notice, (i) issue a School Occupancy Readiness Certificate, or (ii) issue a revised School Occupancy Readiness Deficiency Report. The procedures set out in this Section 4.2 (Certification of School Occupancy Readiness) (including, if needed, this Section 4.2.5 (Deficiencies, Rectification Actions, and Re-Inspection)) shall be repeated until the School Occupancy Readiness Certificate has been issued, except that the Parties shall use reasonable efforts to perform their respective obligations within time periods shorter than provided herein.

4.3. Expedited Dispute Resolution Procedure. The Parties hereby agree that disputes regarding any Independent Engineer determinations made in connection with the duties described in Section 4.2 (Certification of School Occupancy Readiness) shall be resolved in accordance with the expedited dispute resolution procedure set forth in this Section 4.3 (Expedited Dispute Resolution Procedure).

4.3.1 Good Faith Meet and Confer Requirement. The Party disputing an Independent Engineer determination subject to this expedited dispute resolution procedure shall promptly notify each of the other Parties of the disputed matter. Within five (5) Business Days after such notice, the Parties shall meet and make a good faith effort to resolve the dispute by mutual discussion and reconsideration. If the Parties are unable to mutually resolve the dispute during such five (5) Business Day period, the matter shall immediately be submitted to binding arbitration to be resolved in accordance with Section 4.3.2 (Binding Arbitration).

4.3.2 Binding Arbitration. Within five (5) Business Days after submittal of the dispute to binding arbitration, the Party disputing the Independent Engineer's determination subject to this expedited dispute resolution procedure shall submit a brief with all supporting evidence to the Arbiter with copies to all Parties. Evidence may include, but is not limited to, expert or consultant opinions, any form of graphic evidence, including photos, maps or graphs and any other evidence the Party may choose to submit in its discretion to assist the Arbiter in resolving the dispute. Within three (3) Business Days after distribution of the initial brief, the Independent Engineer shall submit a brief with all supporting evidence in support of the disputed determination and any other interested Party may submit an additional brief presenting its views and evidence on the matter. The Arbiter thereafter shall hold a telephonic hearing and issue a decision in the matter promptly, but in any event within ten (10) Business Days after the initiation of the binding arbitration, unless the Arbiter determines that further briefing is necessary, in which case the additional brief(s) addressing only those items or issues identified by the Arbiter shall be submitted to the Arbiter (with copies to all Parties) within five (5) Business Days after the Arbiter's request, and thereafter the Arbiter shall hold a telephonic hearing and issue a decision promptly but in any event within two (2) Business Days after submission of such additional briefs, and no later than seventeen (17) Business Days after the initiation of the binding arbitration.

4.3.3 Arbiter Selection and Qualifications. Within sixty (60) days from the Effective Date of the Project Agreement, PGCPs and Developer shall select a mutually agreeable arbiter that meets the Arbiter's Qualifications (the "**Arbiter**"). The Arbiter shall hear all disputes under this Section 4.3 (Expedited Dispute Resolution Procedure) for the term of this Agreement unless the Arbiter is not available to meet the time schedule set forth herein, in which case PGCPs and Developer shall promptly select and direct the dispute to another mutually agreeable arbiter that meets the Arbiter's Qualifications. The "**Arbiter's Qualifications**" shall be defined as an independent neutral with at least ten (10) years experience in school construction in the state of Maryland. If PGCPs and Developer cannot agree on an Arbiter (or replacement arbiter, as the case may be), PGCPs and Developer shall then utilize the American Arbitration Association (or another entity acceptable to the Parties) to provide and direct the selection of an Arbiter meeting the Arbiter's Qualifications as promptly as possible. In each case, the arbitration shall be conducted in accordance with the procedures set forth herein.

4.3.4 Disputes Involving Arbitrability of Disputes. The Arbiter shall decide any dispute involving either the right to have a disputed matter submitted to binding arbitration or whether the matter is properly the subject of the expedited dispute resolution procedure pursuant to this Section 4.3 (Expedited Dispute Resolution Procedure). The Parties to such dispute shall promptly provide notice of the dispute to the Arbiter and each of the other Parties. Within three (3) Business Days of such notice, each interested Party shall submit in writing their respective positions regarding the dispute to the Arbiter. No such submission shall exceed ten (10) double-spaced pages. The Arbiter shall make his or her decision within five (5) days of the last submission.

4.3.5 No Ex Parte Communications. No Party or anyone acting on its behalf shall have any ex parte communication with the Arbiter with regard to any matters in issue. Communications concerning procedural matters such as scheduling shall not be included in this prohibition.

4.3.6 Fees and Costs. Initially, Developer shall contract directly with the Arbiter and shall be responsible for payment of the fees and costs of the Arbiter. Developer shall have the right to claim as an Extraordinary Item fifty percent (50%) of the full amount of the Arbiter's fees and costs incurred to resolve any dispute under this Section 4.3 (Expedited Dispute Resolution Procedure) except for disputes submitted by Developer where the disputed determination of the Independent Engineer is upheld by the Arbiter.

4.3.7 No Cessation of Work Pending Resolution of a Dispute. Pending the decision of the Arbiter of any dispute submitted in accordance with this Section 4.3 (Expedited Dispute Resolution Procedure), the Parties agree that time is of the essence under this Agreement and that except with regard to work directly related to the narrow matter being disputed the Project shall not cease or be delayed.

4.4. Punch List Items. In the event that Punch List Items exist for a School when Developer applies for a School Occupancy Readiness Certificate related to such School, the Independent Engineer, in consultation with PGCPs and Developer, shall prepare a Punch List for the School, as further described in Section 10.4.1 (Punch List) of the Project Agreement.

4.5. School Occupancy Readiness Conditions Relating to the Design-Builder. In the event that the School Occupancy Readiness Conditions specified in items (a) through (g) of Section 10.2.1 (Conditions) of the Project Agreement are satisfied prior to the satisfaction of all of the School Occupancy Readiness Conditions, Developer may request, and the Independent Engineer shall consider and may issue, a certificate to that effect, following the same procedures and applying the same standards to be followed and applied under this Independent Engineer Agreement generally for the issuance of the School Occupancy Readiness Certificate. The issuance of any such certificate shall be for the convenience of Developer only in its relationship with the Design-Builder under the Design-Build Agreement, and shall have no bearing or effect on the determination, as between PGCPs and Developer, as to whether the entirety of the School Occupancy Readiness Conditions have been achieved or whether the School Occupancy Readiness Date has occurred, which shall be made and shall have the effect provided under this Independent Engineer Agreement and the Project Agreement.

4.6. LEED Requirements. Pursuant to Article 7.24 (LEED Requirements) of the Project Agreement, each School shall be designed and built in a manner sufficient to meet the LEED Requirements, but for the avoidance of doubt shall not be required to achieve certification from the U.S. Green Building Council. The Independent Engineer will determine that a School satisfies the intent of the LEED Requirements set forth in Article 7.24 (LEED Requirements) of the Project Agreement. The Independent Engineer will use LEED Accredited Professional(s) who have the specialized experience needed to determine that each School has been designed and built in a manner sufficient to meet the LEED Requirements. The LEED Accredited Professional shall be acceptable to PGCPs and Developer. In the event that the Independent Engineer proposes a LEED Accredited Professional that PGCPs and Developer reasonably believe cannot determine that each School has been designed and built in a manner sufficient to meet the LEED Requirements, the Independent Engineer shall propose an alternative LEED Accredited Professional that is acceptable to PGCPs and Developer.

ARTICLE 5 SUSPENSION OF IE SERVICES

5.1. Suspension Notice. The IE Services (or any part) may be suspended at any time by PGCPs and Developer:

5.1.1 if the Independent Engineer fails to comply with its obligations under this Agreement, immediately by PGCPs and Developer giving joint notice in writing to the Independent Engineer; or

5.1.2 in any other case, by PGCPs and Developer giving seven (7) Business Days joint notice in writing to the Independent Engineer.

5.2. Costs of Suspension. The Independent Engineer shall:

5.2.1 subject to the Independent Engineer complying with Article 8 (Additional IE Services), be entitled to recover the extra costs incurred by the Independent Engineer by reason of a suspension directed under Section 5.1.2 of this Agreement valued as an Additional Service under Article 7 (Payment for IE Services) of this Agreement; and

5.2.2 have no entitlement to be paid any costs, expenses, losses, or damages arising from a suspension under Section 5.1.1 of this Agreement.

5.3. Recommencement. The Independent Engineer shall immediately recommence the carrying out of the IE Services (or any part) upon receipt of a joint written notice from PGCPs and Developer requiring it to do so.

ARTICLE 6 INSURANCE AND LIABILITY

6.1. Independent Engineer's Professional Indemnity Insurance.

6.1.1 Insurance Requirements. The Independent Engineer shall have in place at all times during the term of this Agreement the following insurance:

(1) professional liability insurance covering the Independent Engineer's acts, errors, or omissions committed or alleged to have been committed which arise out of rendering or failure to render the IE Services provided under the terms of this Agreement. The policy shall provide limits of not less than \$1,000,000 per claim or per occurrence and \$1,000,000 annual aggregate. If the policy is written on a "claims made" form, the Independent Engineer shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than ten (10) years from the date of completion of the IE Services which are the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that IE Services commence pursuant to this Agreement.

(2) commercial general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operation aggregate, covering liabilities resulting from this Agreement, and in the annual aggregate designated solely for the obligations resulting from this Agreement. Such policy shall be provided on the latest ISO Form CG 00 01 or its equivalent. Such policy must be further endorsed to: (a) name the parties listed in subsection (6) of Section 6.1.1 (Insurance Requirements) (individually, an "**Additional Insured Party**" and collectively, the "**Additional Insured Parties**") as additional insureds; (b) stipulate that such insurance is primary and is not contributing with any other insurance, self-insurance, or other risk management program maintained by or for the benefit of the Additional Insured Parties; (c) waive any and all right of recovery or subrogation the insurer may have against any or all of the Additional Insured Parties; and (d) apply separately to each insured against whom a claim is made or a lawsuit is brought, subject only to the policy limit of liability.

(3) business auto liability insurance including hired and non-owned liability with a limit of no less than \$1,000,000 per accident or loss. Such policy must be further endorsed to: (a) name the Additional Insured Parties as additional insureds; (b) stipulate that such insurance is primary and is not contributing with, any other insurance self-insurance, or other risk management program maintained by, or for the benefit of the Additional Insured Parties; and (c) waive any and all right of recovery or subrogation the insurer may have against any or all of the Additional Insured Parties.

(4) statutory workers' compensation and employer's liability with limits of no less than \$1,000,000 for each accident, \$1,000,000 for disease (per employee), and \$1,000,000 for disease (policy limit). Such policy must be further endorsed to: (a) name the Additional Insured Parties as additional insureds under the employer's liability coverage; and

(b) waive any and all right of recovery or subrogation to the benefit of the Additional Insured Parties.

(5) umbrella or excess liability with limits of no less than \$10,000,000 per occurrence and in the aggregate providing for excess over the commercial general liability, automobile liability, auto liability, and employer's liability policies described above. This insurance shall be endorsed to (a) name the Additional Insured Parties as additional insureds; (b) stipulate that such insurance is primary and is not contributing with, any other insurance, self-insurance, or other risk management program maintained by, or for the benefit of the additional insured parties; and (c) waive any and all right of subrogation or recovery against any or all of the Additional Insured Parties.

(6) the "Additional Insured Parties" are Developer and each PGCPS Indemnitee. In addition, PGCPS or Developer may notify the Independent Engineer in writing of other entities it wishes to include as Additional Insured Parties. Upon such notification, the Independent Engineer shall use commercially reasonable efforts to name such entities as additional insureds and provide evidence of coverage to PGCPS and Developer within five (5) Business Days of such request.

6.1.2 Subcontractor Insurance. Any subcontractor engaged pursuant to this Agreement shall comply with the requirements of Section 6.1.1 (Insurance Requirements) of this Agreement; provided, however such subcontractor shall not be required to comply with subsection (5) of Section 6.1.1 (Insurance Requirements) of this Agreement.

6.1.3 Copies of Policies. The Independent Engineer shall provide copies of its or any subcontractor's insurance policies to PGCPS and Developer upon request.

6.2. Developer's Responsibility. Without limiting any other insurance requirements imposed on Developer related to the Project, Developer shall include the Independent Engineer in its Project specific professional liability insurance.

ARTICLE 7 PAYMENT FOR IE SERVICES

7.1. Fee.

7.1.1 PGCPS and Developer Responsibilities. In consideration of the Independent Engineer performing the IE Services in accordance with this Agreement, PGCPS and Developer shall pay the Independent Engineer the Fee, including all reasonable out-of-pocket costs and fees associated with re-inspection and re-testing, subject to the applicable caps and terms established in Appendix B (Fee) to this Agreement, in accordance with Section 10.1.4 (Cooperation and Costs) of the Project Agreement; provided, however, that unless otherwise agreed to by PGCPS and Developer in writing, the Parties agree that the maximum compensation payable by each PGCPS and Developer to the Independent Engineer during the term of this Agreement (to include all compensation of any nature, planned or unplanned, currently known or unknown) is Two Million Three-Hundred Thousand Dollars (\$2,300,000.00).

7.1.2 Sole Compensation to Independent Engineer. The Fee, as it may be adjusted pursuant to Section 8.3 (Cost of Additional IE Services) of this Agreement, includes all taxes, disbursements, and expenses (including accommodation, car hire, equipment, and travel expenses), overhead, and profit to perform the IE Services.

7.2. Payment of Fee.

7.2.1 Generally. PGCPs and Developer shall pay their respective share of the Fee, as and to the extent provided under Section 10.1.4 (Cooperation and Costs) of the Project Agreement, to the Independent Engineer in accordance with the payment schedule specified in Appendix B (Fee) to this Agreement.

7.2.2 Compensation for Structural Peer Review. Notwithstanding Section 7.2.1 (Generally) of this Agreement, Developer shall be responsible for all fees and costs associated with the structural design peer review process.

7.2.3 Certification by Independent Engineer. PGCPs and Developer acknowledge and agree that if any amount due and payable by Developer to the Independent Engineer is outstanding, the Independent Engineer will not have any obligation to make any certification hereunder.

ARTICLE 8 ADDITIONAL IE SERVICES

8.1. Notice of Additional IE Services by the Parties.

8.1.1 Independent Engineer Additional IE Services Claim; Continuation of IE Services. If the Independent Engineer believes, other than an “Additional IE Services Order” under Section 8.2 (Additional IE Services Procedure), that any direction by PGCPs and Developer constitutes or involves Additional IE Services, it shall, within seven (7) Business Days after receiving the direction and before commencing work on the subject matter of the direction, give written notice to PGCPs and Developer that it considers that the direction constitutes or involves Additional IE Services (each, an “**Additional IE Services Claim**”). Regardless of whether the Independent Engineer considers that a direction given by PGCPs and Developer constitutes or involves Additional IE Services, the Independent Engineer shall continue to perform the IE Services in accordance with this Agreement and all directions, including any direction in respect of which an Additional IE Services Claim has been given.

8.1.2 Joint Additional IE Services Price Request. PGCPs and Developer may at any time and from time to time jointly issue a document titled “**Joint Additional IE Services Price Request**” to the Independent Engineer, which shall set out details of proposed Additional IE Services which PGCPs and Developer are considering.

8.2. Additional IE Services Procedure.

8.2.1 Response to Additional IE Services Claim or Joint Additional IE Services Price Request. Within seven (7) Business Days after the receipt of an Additional IE Services

Claim or a Joint Additional IE Services Price Request, the Independent Engineer shall provide PGCPS and Developer with a written notice setting forth the effect which the proposed Additional IE Services will have on the Fee (“**Additional IE Services Fee Notice**”).

8.2.2 Additional IE Services Order. Following the receipt of the Additional IE Services Fee Notice, (a) PGCPS and Developer, either jointly or individually, may provide written notice to the other Parties detailing the reason(s) that the direction addressed by the Additional IE Services Claim does not constitute or involve Additional IE Services requiring consideration of a Fee adjustment, in which case any continued dispute shall be resolved in accordance with Article 24 (Resolution of Disputes) of the Project Agreement, or (b) PGCPS and Developer may jointly direct the Independent Engineer to carry out Additional IE Services by execution of a written document titled “**Additional IE Services Order**” which shall state either that:

- (1) the Fee shall be adjusted as set out in the Additional IE Services Fee Notice; or
- (2) the adjustment (if any) to the Fee will be determined under Section 8.3 (Cost of Additional IE Services) of this Agreement.

8.3. Cost of Additional IE Services.

8.3.1 Adjustment of Fee. Subject to Section 8.2 (Additional IE Services Procedure), the Fee shall be adjusted for all Additional IE Services or suspensions under Section 5.1.2 of this Agreement carried out by the Independent Engineer by:

- (1) the amount (if any) stated in the “Additional IE Services Order” in accordance with Section 8.3.3 (Cost of Additional IE Services) of this Agreement;
- (2) if subsection (1) above is not applicable, an amount determined pursuant to the fee schedule for Additional IE Services set forth in Appendix B (Fee) to this Agreement; or
- (3) where such rates or prices are not applicable, a reasonable amount to be agreed between PGCPS, Developer, and the Independent Engineer or, failing agreement, an amount determined pursuant to the dispute resolution procedures set forth in Article 24 (Resolution of Disputes) of the Project Agreement.

8.3.2 Fee Reductions. Any reductions in the Fee due to Additional IE Services or suspensions under Section 5.1.2 shall be calculated on the same basis as any increases as set forth in Section 8.3.1 (Adjustment of Fee)

8.3.3 No Adjustment for Failure to Comply. If the Independent Engineer fails to comply with the notice requirement set forth in Section 8.1.1 (Independent Engineer Additional IE Services Claim; Continuation of IE Services) of this Agreement prior to commencing work related to a relevant direction, the Fee shall not be adjusted as a result of the relevant direction.

ARTICLE 9 TERM AND TERMINATION

9.1. Term. Subject to earlier termination pursuant to this Article 9 (Term and Termination), this Agreement shall commence on the Agreement Date and continue in full force until sixty (60) days after the later of (1) issuance by DPIE of a permanent Certificate of Use and Occupancy or (2) completion of the Commissioning Fine Tuning Period, or such later date as may be mutually agreed in writing between PGCPs, Developer, and the Independent Engineer.

9.2. Notice of Breach. In addition to the rights set forth in Section 5.1.1.1, if the Independent Engineer commits a breach of this Agreement or fails at any time to meet the qualifications set forth in Section 10.1.1 (Independence and Qualifications) of the Project Agreement, PGCPs and Developer may give written notice to the Independent Engineer specifying the breach and directing the Independent Engineer to rectify the breach in the period specified in the notice, such period being not less than seven (7) Business Days from the date of receipt of such notice by the Independent Engineer.

9.3. Termination for Breach. In the event the Independent Engineer fails to rectify a breach within the period specified in the notice issued under Section 9.2 (Notice of Breach) of this Agreement, PGCPs and Developer may, without prejudice to any other rights of PGCPs and Developer, or either of them, immediately terminate this Agreement.

9.4. Termination for Financial Difficulty. PGCPs and Developer may, without prejudice to any other rights of PGCPs and Developer, or either of them, terminate this Agreement immediately if:

(1) events have occurred or circumstances exist which, in the opinion of PGCPs and Developer, may result in or have resulted in insolvency or the control of the Independent Engineer passing to another body or corporation; or

(2) the Independent Engineer has communications with its creditors with a view toward entering into, or enters into, any form of compromise, arrangement, or moratorium of any debts whether formal or informal, with its creditors.

9.5. Termination for Convenience. Notwithstanding anything to the contrary in this Agreement and subject to Section 9.5.1 (Independent Engineer's Rights), PGCPs and Developer may at any time jointly terminate this Agreement upon thirty (30) days written notice to the Independent Engineer stating that termination is for convenience pursuant to this Section.

9.5.1 Independent Engineer's Rights. Upon a termination under Section 9.5 (Termination for Convenience), the Independent Engineer shall:

(1) be entitled to be reimbursed by PGCPs and Developer, as and to the extent provided under Section 10.1.4 (Cooperation and Costs) of the Project Agreement, for the value of the IE Services performed by the Independent Engineer through the date of termination; and

(2) not be entitled to any damages or other compensation with respect to the termination and (without limitation) any amount with respect to (a) the lost opportunity to earn a profit with respect to the IE Services not performed at the date of termination; and (b) any lost opportunity to recover overhead from the revenues which would have been generated under this Agreement but for it being terminated.

9.6. Procedure Upon Termination. Upon completion of the Independent Engineer's engagement under this Agreement or earlier termination of this Agreement (whether under Section 9.3 (Termination for Breach), Section 9.4 (Termination for Financial Difficulty), Section 9.5 (Termination for Convenience), or otherwise), the Independent Engineer shall:

- (1) cooperate with PGCPs and Developer;
- (2) hand to PGCPs and Developer all Project Material and all other information concerning the Project held or prepared by the Independent Engineer; and
- (3) as and when required by PGCPs and Developer, meet with PGCPs and Developer and such other persons nominated by them with a view to providing them with sufficient information to enable PGCPs and Developer to execute the Project or the persons nominated to provide the IE Services.

9.7. Effect of Termination. Except as otherwise expressly provided in this Agreement, the termination of this Agreement by PGCPs and Developer shall be without prejudice to any accrued rights and obligations under this Agreement as of the date of termination (including the right of PGCPs and Developer to recover damages from the Independent Engineer).

9.8. Survival. Termination of this Agreement shall not affect the continuing rights and obligations of PGCPs or Developer and the Independent Engineer under this Section or Section 11.7 (Confidentiality), Section 11.8 (Project Material), Article 5 (Suspension of IE Services), Article 6 (Insurance and Liability), and Article 10 (Indemnity) or under any other Section of this Agreement which is expressed to survive termination, or which is required to give effect to such termination or the consequences of such termination.

ARTICLE 10 INDEMNITY

10.1. Independent Engineer's Obligation to Indemnify.

10.1.1 Generally. The Independent Engineer shall indemnify and keep indemnified at all times each Indemnitee from and against any Loss that any Indemnitee may sustain by reason of, resulting from, in connection with, or arising out of:

- (1) the breach of any representation, warranty, covenant, term, duty, or obligation of the Independent Engineer set forth in, or arising under, this Agreement or the Project Agreement;

(2) any act or omission of the Independent Engineer in connection with the subject matters of this Agreement or the Project Agreement;

(3) willful misconduct of the Independent Engineer;

(4) non-compliance by the Independent Engineer with any of the provisions of this Agreement, the Project Agreement, or any document, instrument, or agreement delivered to PGCPs and Developer as required under this Agreement or the Project Agreement; and

(5) breach by the Independent Engineer of, or non-compliance by the Independent Engineer with, any Governmental Approval or Applicable Law.

10.1.2 Rights of Indemnitees. This Section may be relied upon by each Indemnatee and may be enforced directly by any of them against the Independent Engineer in the same manner and for the same purpose as if pursuant to a contractual indemnity directly between them and the Independent Engineer.

10.2. Indemnification Procedures.

10.2.1 Notice. If an Indemnatee receives any notice, demand, letter, or other document concerning any claim for which it appears the Indemnatee is, or may become entitled to, indemnification or compensation under this Agreement in respect of the entire claim, the Indemnatee will give notice in writing to the Independent Engineer as soon as reasonably practicable and in any event within ten (10) Business Days of receipt thereof.

10.2.2 Independent Engineer Right to Dispute Claim. If notice is given as provided in Section 10.2.1 (Notice), the Independent Engineer shall be entitled to dispute the claim at the Independent Engineer's own expense and take conduct of any defense, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Indemnatee, as applicable, will give the Independent Engineer all reasonable cooperation, access, and assistance for the purposes of considering and resisting such claim.

10.2.3 Conflicts of Interest. In defending any claim as described in Section 10.2.2 (Independent Engineer Right to Dispute Claim) in which there is a conflict of interest between the Independent Engineer and an Indemnatee, the Indemnatee, as applicable, may appoint independent legal counsel in respect of such claim and, if it is determined that such Indemnatee is entitled to indemnification by or compensation from the Independent Engineer, all reasonable costs and expenses incurred by the Indemnatee, as applicable, in so doing will be included in the indemnity or compensation from the Independent Engineer.

10.2.4 Rights and Duties of the Parties. With respect to any claim conducted by the Independent Engineer pursuant to Section 10.2.2 (Independent Engineer Right to Dispute Claim):

(1) The Independent Engineer shall keep the Indemnatee, as applicable, fully informed and consult with it about material elements of the conduct of the claim;

(2) The Independent Engineer shall demonstrate to the Indemnatee, as applicable, at the reasonable request of such Indemnatee, that the Independent Engineer has sufficient means to pay all costs and expenses that it may incur by reason of conducting the claim; and

(3) The Independent Engineer shall not pay or settle such claims without the consent of the Indemnatee, as applicable, such consent not to be unreasonably withheld or delayed.

10.2.5 Indemnatee Rights to Conduct Defense. An Indemnatee, as applicable, may, at its expense, take conduct of any defense, dispute, compromise, or appeal of the claim and of any incidental negotiations if:

(1) the Independent Engineer (a) fails to notify an Indemnatee, as applicable, under Section 10.2.2 (Independent Engineer Right to Dispute Claim) of its intention to take conduct of the relevant claim within ten (10) Business Days after the notice from the Indemnatee under Section 10.2.1 (Notice) or (b) notifies such Indemnatee that it does not intend to take conduct of the claim; or

(2) the Independent Engineer fails to comply in any material respect with Section 10.2.4 (Rights and Duties of the Parties).

10.2.6 Transfer of Conduct of Claim to Indemnatee. The Indemnatee, as applicable, may at any time give notice to the Independent Engineer that it is retaining or taking over, as the case may be, the conduct of any defense, dispute, compromise, settlement, or appeal of any claim, or of any incidental negotiations, to which Section 10.2.2 (Independent Engineer Right to Dispute Claim) applies. On receipt of such notice, the Independent Engineer will promptly take all steps necessary to transfer the conduct of such claim to the Indemnatee, as applicable, and will provide to such Indemnatee all reasonable cooperation, access, and assistance for the purposes of considering and resisting such claim.

10.3. General Obligation to Pursue Third Person Recovery. If the Independent Engineer has paid to an Indemnatee an amount in respect of any indemnity hereunder (a “**Liability Payment**”), and such Indemnatee has a bona fide claim for recovery of any such Liability Payment from a third person or under any insurance required pursuant to this Agreement, the Indemnatee, as applicable, shall:

(1) as directed by the Independent Engineer either:

(a) promptly make all reasonable efforts to pursue and recover such claim and provide evidence of such efforts to the Independent Engineer; or

(b) assign to the Independent Engineer the right to pursue and recover such claim and, at the Independent Engineer’s cost, provide reasonable cooperation in connection with the pursuit and recovery of such claim; and

(2) if it subsequently recovers, or the Independent Engineer makes recovery on behalf of the Indemnatee, as applicable, (whether by payment, discount, credit, saving, relief, or other benefit, or otherwise) an amount which is directly referable to the fact, matter, event, or circumstances giving rise to the payment of the Liability Payment, forthwith repay to the Independent Engineer an amount equal to the lesser of:

(a) an amount equal to the sum recovered (or of the value of the saving or benefit obtained) less any out of pocket costs and expenses properly incurred by the Indemnatee, as applicable, in recovering such sum; and

(b) the Liability Payment,

provided that the Independent Engineer will be repaid only to the extent that the amount of such recovery plus the Liability Payment exceeds the total loss or liability of the Indemnatee, as applicable, in respect of the fact, matter, or circumstance giving rise to the Liability Payment.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1. Relationship of The Parties.

11.1.1 Generally. The Independent Engineer is an independent contractor of PGCPs and Developer, and the relationship between the Parties shall be limited to performance of this Agreement in accordance with its terms. No Party shall have any responsibility with respect to the services to be provided or contractual benefits assumed by any other Party.

11.1.2 No Partnership or Employment Relationship. The Independent Engineer, its officers, employees, representatives, agents, and any other persons engaged by the Independent Engineer in the performance of the IE Services will not by virtue of this Agreement or the performance of the IE Services become a partner, agent, legal representative, or employee of either PGCPs or Developer for any purpose.

11.1.3 Independent Engineer Employees. The Independent Engineer will be responsible for all matters requisite as employer or otherwise in relation to such officers, employees, servants, agents, and other persons who are engaged by the Independent Engineer. No liability or benefits, such as workers compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to PGCPs or Developer as a result of this Agreement or the performance thereof.

11.2. Independent Engineer Persons. The Independent Engineer shall, as between itself and PGCPs and Developer, be responsible for, and not relieved of its Independent Engineer obligations hereunder by, the acts, omissions, breaches, defaults, non-compliance, negligence, and willful misconduct of any of its directors, officers, employees, agents, subcontractors, representatives, or advisors (each an “**Independent Engineer Person**”), and all references in this Agreement to any act, omission, breach, default, non-compliance, negligence, or willful misconduct of the Independent Engineer shall be construed accordingly to include any such act,

omission, breach, default, non-compliance, negligence, or willful misconduct committed by an Independent Engineer Person.

11.3. General Independent Engineer Assumption of Risk. Except to the extent expressly allocated to PGCPs or Developer or otherwise provided for under this Agreement, all risks, costs, and expenses in relation to the performance by the Independent Engineer of its obligations under this Agreement are allocated to, and accepted by, the Independent Engineer as its entire and exclusive responsibility.

11.4. Waiver. Failure by PGCPs, Developer, or the Independent Engineer to enforce a provision of this Agreement shall not be construed as a waiver by that Party of any right with respect to that provision or any other provisions of this Agreement.

11.5. Notices. Any and all notices, demands, consents, requests, determinations, certifications, approvals, and responses thereto permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the Party giving the same, and shall be deemed to have been properly given or served and shall be effective upon being personally delivered or by electronic communication (including email (and PDF or similar documentary attachment) and Internet or intranet websites) pursuant to procedures approved in writing by the Parties from time to time, or within three (3) Business Days upon being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the Party at the address of such Party set forth below or at such other address as such Party may designate by notice specifically designated as a notice of a change of address and given in accordance herewith; provided, however, that notice of change of address shall not be effective until the date of receipt hereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, demand, or request under this Section or Agreement shall be addressed as follows:

if to PGCPs:

Chief Executive Officer
Prince George's County Public Schools
14201 School Lane
Upper Marlboro, MD 20772
Email: ceo@pgcps.org

With a copy to:

Public-Private Partnership (P3) Program Office
Prince George's County Public Schools
Louis Wilson Sr. Facilities Administration Building
13300 Old Marlboro Pike
Upper Marlboro, MD 20772
Attention: Jason Washington
Email: jason.washington@pgcps.org

With a copy to:

Office of General Counsel
Prince George's County Public Schools
14201 School Lane
Upper Marlboro, MD 20772

Email: diana.wyles@pgcps.org

if to the Independent Engineer:

BTY US, LLC
2288 Manitoba Street
Vancouver, BC
V5Y 4B5
Attention: Gord Smith
Telephone No.: 604-734-6424
Email: gordsmith@bty.com

With a copy to: 127 John Street
Toronto, ON
M5V 2E2
Attention: Louis Guilbeault
Telephone No.: 613-769-0615
Email: louisguilbeault@bty.com

if to Developer:

Prince George's County Education & Community
Partners, LLC
c/o Fengate Capital Management Ltd.
2275 Upper Middle Road East #700
Oakville, ON L6H 0C3
Canada

Attention: Andrea Mclean
Telephone No.: (604) 338-7414
Email: andrea.mclean@fengate.com
Email Copy: fengatenotice@fengate.com

with a copy to: Prince George's County Education & Community
Partners, LLC
c/o Gilbane Development Company
7 Jackson Walkway
Providence, RI 02903

Attention: Darin Early
Telephone No.: (917) 287-7772
Email: dearly@gilbaneco.com

11.6. Transfer and Assignment.

11.6.1 Independent Engineer Actions. The Independent Engineer:

(1) shall not assign, transfer, mortgage, charge, or encumber any right or obligation under this Agreement without the prior written consent of PGCPs and Developer, which either PGCPs or Developer may give or withhold in their absolute discretion; and

(2) agrees that any assignment, transfer, mortgage, charge, or encumbrance will not operate to release or discharge the Independent Engineer from any obligation or liability under this Agreement.

11.6.2 Change in Control of Independent Engineer. For the purposes of this Section, an assignment will be deemed to have occurred where there is a Change of Control of the Independent Engineer after the date of this Agreement.

11.6.3 PGCPs and Developer Actions. PGCPs and Developer may assign, transfer, mortgage, charge, or encumber any right or obligation under this Agreement in accordance with the terms of the Project Agreement.

11.7. Confidentiality.

11.7.1 Independent Engineer Responsibilities. The Independent Engineer will ensure that:

(1) neither it nor any of its officers, employees, servants, and agents disclose, or otherwise make public, any Project Material or any other information or material acquired in connection with or during the performance of the IE Services without prior written approval of PGCPs and Developer; and

(2) no Project Material is used, copied, supplied, or reproduced for any purpose other than for the performance of the IE Services under this Agreement.

11.7.2 Confidentiality Agreements. PGCPs and Developer may at any time require the Independent Engineer to give and to arrange for its officers, employees, servants, and agents engaged in the performance of the IE Services to give written undertakings, in the form of confidentiality agreements on terms required by PGCPs and Developer, relating to the non-disclosure of confidential information, in which case the Independent Engineer will promptly arrange for such agreements to be executed and delivered.

11.8. Project Material.

11.8.1 Rights. PGCPs, Developer, and the Independent Engineer agree that the Independent Engineer does not and will not have any rights, including any intellectual property rights, in any Project Material provided to the Independent Engineer or created or required to be created by either PGCPs or Developer.

11.8.2 Title. All title and ownership, including all intellectual property rights, in and to the Project Material created or required to be created by the Independent Engineer as part of, or for the purposes of performing the IE Services, is hereby assigned jointly to PGCPs and Developer on creation, or where such title, ownership, and intellectual property rights cannot be assigned before creation of the Project Material, it will be assigned to PGCPs and Developer on creation. In addition, to the extent that there may be any copyright rights in such Project Material so created by the Independent Engineer, the Independent Engineer hereby waives all past, present, and future moral rights therein and the Independent Engineer will ensure that any agent or employee of Independent Engineer will have waived all such moral rights. The Independent Engineer shall do all such things and execute all such documents as reasonably requested by either of PGCPs and Developer in order to confirm or perfect the assignment of intellectual property rights in the Project Material referred to in this Section.

11.9. Time of The Essence. Time will be of the essence of this Agreement and of the transactions contemplated by this Agreement.

11.10. Amendment. No change or modification of this Agreement will be valid unless it is in writing and signed by each Party to this Agreement.

11.11. Binding Effect. Subject to the restrictions on transfer contained in this Agreement, this Agreement shall inure to the benefit of and shall be binding on PGCPs, Developer, and the Independent Engineer, and their respective heirs, executors, administrators, successors, and assigns.

11.12. Representations and Warranties of the Independent Engineer.

11.12.1 Representations and Warranties. The Independent Engineer warrants that:

(1) **No Conflict of Interest.** As further specified in subsections (2) and (7) of Section 2.7 (Authority to Act) and in Section 2.10 (Conflict of Interest) of this Agreement, the Independent Engineer has no interest that would constitute a conflict of interest.

(2) **Existence, Powers, and Due Authorization.** The Independent Engineer is a corporation validly organized and existing under the laws of the State of Delaware and has the necessary power and authority and has been duly authorized to execute, deliver, and perform its obligations under this Agreement.

(3) **Compliance with Applicable Law.** The Independent Engineer is in compliance in all material respects with Applicable Law and possesses the required license(s) pertaining to the Independent Engineer's business and services and the performance of its obligations hereunder. The Independent Engineer shall perform the IE Services in accordance with Applicable Law and shall cause any subcontractors to comply with Applicable Law.

(4) **Non-Discrimination.** The Independent Engineer agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Sites,

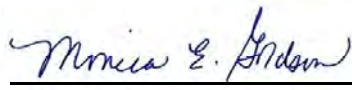
including any and all services, privileges, accommodations, and activities identified in this Agreement.

11.12.2 Continuing Effect. During the term of this Agreement, the Independent Engineer shall not take any action, or omit to perform any act, that results in a representation and warranty made in this Section becoming untrue. The Independent Engineer shall promptly notify PGCPS if any such representation and warranty becomes untrue. From time to time, the Independent Engineer shall provide PGCPS, upon PGCPS's request, with proof of the continuing accuracy of these representations and warranties.

[Signature Pages Follow]

IN WITNESS THEREOF, the undersigned Parties intending to be legally bound hereby,
have duly executed this Agreement as of the date first written above.

BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

By: 
Name: Monica E. Goldson
Title: Chief Executive Officer

**PRINCE GEORGE'S COUNTY
EDUCATION & COMMUNITY
PARTNERS, LLC**

By: 

Name: Vernita Tsang

Title: Vice President

BTY US, LLC

By: 

Name: GORD SMITH

Title: OPERATIONS DIRECTOR

APPENDIX A

IE SERVICES

The Independent Engineer shall, subject to and without limiting the other provisions of this Agreement and the Project Agreement, provide the services as set out below for each School.

1. Pre-School Occupancy Readiness Date IE Services

1.1. The Independent Engineer shall carry out the responsibilities assigned to the Independent Engineer under this Agreement and the Project Agreement.

1.2. Without limitation to the obligations set forth in Section 1.1 (Definitions) prior to each School Occupancy Readiness Date, the Independent Engineer shall:

- (a) receive and monitor all components of the schematic design and other Project Materials related to School design as are necessary for the Independent Engineer to be informed of all schematic design issues and the performance of Developer's obligations under the Project Agreement;
- (b) receive and monitor Design Documents as are necessary for the Independent Engineer to be informed in all design issues, the progress of the Design-Build Work, and the performance of Developer's obligations under the Project Agreement;
- (c) consult with PGCPs and Developer and make determinations, if requested by PGCPs or Developer or if otherwise provided for under the Project Agreement, that verify planned design and construction milestones have been achieved;
- (d) conduct inspections of the School as necessary for the Independent Engineer to be satisfied that the Project is proceeding in accordance with the requirements of the Project Agreement with respect to such School;
- (e) attend meetings relating to the Project, review minutes, and participate as necessary to remain informed of Project issues related to the School, or as requested by either PGCPs or Developer in connection with the Project Agreement;
- (f) review the draft Commissioning Plan and the detailed tests, test methodology, and expected test results proposed by Developer and provide comments to the Parties, including a report on the effectiveness of the proposed Commissioning Plan, to identify any errors or omissions, and with respect to any risks inherent in the draft Commissioning Plan;
- (g) receive and review the Commissioning Test report to confirm that Developer has completed Commissioning the School in accordance with the Commissioning Plan, and the Commissioning Tests have been successfully performed and satisfied;

(h) prior to any certification, consider the views and comments of both PGCPs and Developer in relation to the satisfaction that the Design-Build Work is proceeding in accordance with the requirements of the Project Agreement;

(i) review and monitor reports of Developer and of any inspection agency retained by PGCPs and Developer with respect to the Design-Build Work;

(j) manage and supervise any material testing and inspection firm retained to the extent PGCPs or Developer direct the Independent Engineer to conduct material testing and inspection related to the Project;

(k) make any determinations set forth in the Project Agreement to be determined or reviewed by the Independent Engineer;

(l) have the Disputes Manager serve as mediator in accordance with Section 10.1.5 (Independent Engineer as Mediator Prior to Completion of Design-Build Work) and Section 24.3 (Mediation of Certain Disputes During the Design-Build Period) of the Project Agreement;

(m) carry out inspections (including re-inspections if necessary) in order to determine whether the School Occupancy Readiness Conditions have been satisfied and comply with the rules and procedures set forth in this Agreement and the Project Agreement in order to make such determination; and

(n) prepare, in consultation with PGCPs and Developer, as soon as reasonably practicable and, in any event, within the time period specified in the Project Agreement, the Punch List, which shall include an estimate of the time for rectifying the Punch List Items for the relevant School and a schedule for the completion and rectification of the Punch List Items.

1.3. Prior to the School Occupancy Readiness Date for a School, the Parties may request the Independent Engineer to provide the following Additional IE Services, among others:

(a) provide any determination contemplated by this Agreement and the Project Agreement (other than those determinations already directed to be determined or reviewed by Independent Engineer and to the extent such determinations relate to aspects of the Project which are not specifically identified in Part 1 of this Appendix A (IE Services)), which determinations may, except as otherwise expressly provided in the Project Agreement, be subject to resolution between PGCPs and Developer in accordance with the dispute resolution procedures set forth in Article 24 (Resolution of Disputes) of the Project Agreement;

(b) provide advice on other matters that may arise that both PGCPs and Developer may jointly require to the extent such matters relate to the Project and which are not specifically identified in Part 1 of this Appendix A (IE Services);

(c) at the request of PGCPs and Developer, review information relating to Relief Events as they relate to the Project that occur prior to any School Occupancy Readiness Date; and

(d) participate in and give PGCPs, Developer, and their respective counsel, reasonable cooperation, access, and assistance (including providing or making available documents, information, and witnesses for attendance at hearings and other proceedings) in connection with any proceedings between PGCPs and Developer that relate to the IE Services identified in this Part 1 of this Appendix.

2. Post-School Occupancy Readiness Date IE Services

With respect to each School:

2.1. The Independent Engineer shall perform any duties and responsibilities and make such determinations as may be specifically provided for in the Project Agreement after the School Occupancy Readiness Date for a School and the determinations as may be specifically provided for in the Commissioning Plan, once accepted, in accordance with the terms of the Project Agreement (where applicable or as PGCPs and Developer may jointly request from time to time).

2.2. The Independent Engineer shall review record drawings received from Developer after the School Occupancy Readiness Date to ensure completeness before Developer prepares final drawings.

2.3. Consistent with the requirements and expectations set forth in Exhibit R (Commissioning Requirements) of the Project Agreement, the Independent Engineer shall monitor the conduct of Commissioning Tests during the Commissioning Fine Tuning Period, including, without limitation, any re-tests; review Commissioning Test reports and results and copies of any Governmental Approvals received by Developer in connection with any Commissioning Test conducted during the Commissioning Fine Tuning Period; review and accept interim and final Commissioning reports required to be delivered pursuant to Exhibit R (Commissioning Requirements) of the Project Agreement; and perform such other similar responsibilities (other than performing Commissioning Tests or performance of inspections) with respect to any matter relating to Commissioning after each School Occupancy Readiness Date as either Party may request, and report to each of the Parties thereon, including review of acoustical performance test reports, vibration test reports, and air balancing reports provided to the Independent Engineer pursuant to Exhibit R (Commissioning Requirements) of the Project Agreement.

2.4. The Independent Engineer shall make all determinations set forth in the Project Agreement to be determined or reviewed by the Independent Engineer as it relates to post-School Occupancy Readiness Date Commissioning.

2.5. The Independent Engineer shall make any determinations set forth in the Project Agreement to be determined or reviewed by the Independent Engineer (to the extent such determinations relate to aspects of a School to be performed after the School Occupancy Readiness Date).

2.6. The Independent Engineer shall have the Disputes Manager serve as mediator for the duration of the Design-Build Period with respect to any School in accordance with Section 10.1.5 (Independent Engineer as Mediator Prior to Completion of Design-Build Work) and Section 24.3 (Mediation of Certain Disputes During the Design-Build Period) of the Project Agreement;

2.7. Subsequent to a School Occupancy Readiness Date, the Parties may request the Independent Engineer to provide the following Additional IE Services, among others:

(a) provide any determination contemplated by this Agreement and the Project Agreement (other than those determinations already directed to be determined or reviewed by Independent Engineer and to the extent such determinations relate to aspects of the Project which are not specifically identified in Part 2 of this Appendix A (IE Services)), which determinations may, except as otherwise expressly provided in the Project Agreement, be subject to resolution between PGCPs and Developer in accordance with the dispute resolution procedures set forth in Article 24 (Resolution of Disputes) of the Project Agreement;

(b) provide advice on other matters that may arise that both PGCPs and Developer may jointly require to the extent such matters relate to aspects of the Project to be completed for a School after the School Occupancy Readiness Date and which are not specifically identified in Part 2 of this Appendix A (IE Services);

(c) have the Disputes Manager to serve as mediator for post-Design-Build Period disputes in a manner consistent with Section 10.1.5 (Independent Engineer as Mediator Prior to Completion of Design-Build Work) and Section 24.3 (Mediation of Certain Disputes During the Design-Build Period) of the Project Agreement, and subject to the need (if applicable) for the Parties to agree to an extension of the term of this Agreement;

(d) participate in and give PGCPs, Developer, and their respective counsel, reasonable cooperation, access, and assistance (including providing or making available documents, information, and witnesses for attendance at hearings and other proceedings) in connection with any proceedings between PGCPs and Developer that relates to the IE Services identified in this Part 2 of this Appendix A (IE Services).

APPENDIX B FEE

Below is the payment schedule for the Fee payable to the Independent Engineer, subject in each case to the terms of this Agreement. In each case where an invoice is due from the Independent Engineer, the Independent Engineer shall send one invoice to each of PGCPs and Developer which separately allocates the costs due from PGCPs and Developer under the terms of this Agreement. Where the Independent Engineer is unsure as to the allocation of responsibility for amounts owed under this Agreement, it may allocate fifty percent (50%) of the amount due to each of PGCPs and Developer, subject to PGCPs' and Developer's right within ten (10) days of receipt of any invoice to request that an adjusted invoice be provided. Such requests shall be provided to all Parties and include the amount and basis for which the adjustment is requested. In the event of a dispute between PGCPs and Developer as to whether a requested invoice adjustment is appropriate, PGCPs and Developer shall pay the original invoiced amounts to Independent Engineer in accordance with the terms of this Agreement and submit, to the extent necessary, the disagreement as between PGCPs and Developer to be resolved in accordance with the dispute resolution procedures set forth in Article 24 (Resolution of Disputes) of the Project Agreement.

1. Total IE Services Fixed Fee

The Independent Engineer shall be paid the following fixed fee to deliver the IE Services as defined in this Agreement (excluding the Disputes Manager Services, Material Testing & Inspection Firm Fee, Additional IE Services, Disbursements Capped Fee, and Travel Capped Fee) (the "**Total IE Services Fixed Fee**"), at the times and in the manner set forth in each subsection below, Two Million Eight Hundred Thousand Dollars:

Total IE Services Fixed Fee: \$2,800,000.00

The following pricing items are for informational and payment schedule purposes only, and for clarity, are included in the Total IE Services Fixed Fee:

1a. Additional Pricing Information: Pre-School Occupancy Readiness Date IE Services Fee

Total fee for all Schools relating to the IE Services identified in Part 1 of Appendix A (IE Services) of this Agreement (the "**Pre-School Occupancy Readiness Date IE Services Fee**") shall be Two Million Two Hundred and Twenty-Four Thousand Dollars:

Pre-School Occupancy
Readiness Date IE Services Fee: \$2,224,000.00

The Independent Engineer shall invoice for the Pre-School Occupancy Readiness Date IE Services Fee on an equal monthly drawdown basis starting no earlier than March 1, 2021 and be paid within sixty (60) days of receipt of such invoices. The Parties agree to discuss and consider any modification of this drawdown structure and schedule proposed by PGCPs upon finalization of the baseline schedule. This drawdown structure and schedule may be revised at any time by mutual written agreement of the Parties.

1b. Additional Pricing Information: School Occupancy Readiness Certificate

Total fee for all Schools relating to the delivery of each School Occupancy Readiness Certificate (the “**School Occupancy Readiness Certificate Fee**”) shall be Two Hundred and Eight-Four Thousand Dollars:

School Occupancy Readiness Certificate Fee:	\$284,000.00
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The Independent Engineer shall invoice for the School Occupancy Readiness Certificate Fee in equal lump-sum amounts per School, upon issuance of each Certificate, and be paid within sixty (60) days of receipt of such invoice. The Parties agree to discuss and consider any modification of this drawdown structure and schedule proposed by PGCPs upon finalization of the baseline schedule. This drawdown structure and schedule may be revised at any time by mutual written agreement of the Parties.

1c. Additional Pricing Information: Post-School Occupancy Readiness Date

Total fee for all Schools, relating to the IE Services identified in Part 2 of Appendix A (IE Services) of this Agreement (the “**Post-School Occupancy Readiness Date IE Services Fee**”), shall be One Hundred and Forty-Two Thousand Dollars:

Post-School Occupancy Readiness Date IE Services Fee:	\$142,000.00
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The Independent Engineer shall invoice for the Post-School Occupancy Readiness Date IE Services Fee in equal amounts, on a monthly drawdown basis, starting no earlier than the month following the first School Occupancy Readiness Date and be paid within sixty (60) days of receipt of such invoices. The Parties agree to discuss and consider any modification of this drawdown structure and schedule proposed by PGCPs upon finalization of the baseline schedule. This drawdown structure and schedule may be revised at any time by mutual written agreement of the Parties.

1d. Additional Pricing Information: Compensation for Structural Design Peer Review

Fixed fee relating to the performance of the structural design peer review per subsection (3) of Section 4.1.2 (Design Review Responsibilities) of this Agreement shall be One Hundred and Fifty Thousand Dollars (the “**Structural Design Peer Review Fee**”):

Structural Design Peer Review Fee:	\$150,000.00
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The Independent Engineer shall invoice for the Structural Design Peer Review Services Fee in equal lump-sum amounts per School, upon completion of each peer review, and be paid within sixty (60) days of receipt of such invoice. The Parties agree to discuss and consider any modification of this drawdown structure and schedule proposed by PGCPs upon finalization of the baseline schedule. This drawdown structure and schedule may be revised at any time by mutual written agreement of the Parties.

2. Disputes Manager Services

The Independent Engineer shall invoice for the Disputes Manager's time on an hourly basis at the rate of Two Hundred and Fifty Dollars (\$250.00) and be paid within thirty (30) days of receipt of such invoices.

3. Material Testing & Inspection Firm Fee

The Independent Engineer will negotiate fees with PGCPs and Developer relating to any material testing and inspection firm(s) the Independent Engineer elects to hire to conduct material testing and inspection related to the Project, to the extent PGCPs or Developer direct the Independent Engineer to conduct material testing and inspection related to the Project, per Article 1.2(j) of Appendix A of this Agreement (the "**Material Testing & Inspection Firm Fee**").

4. Additional IE Services

The fee schedule to be used in connection with Additional IE Services, as provided for in Article 8 (Additional IE Services) is as follows:

SCHEDULE OF HOURLY RATES

ROLE	RATE	ROLE	RATE
BTY US LLC		Sustainable Building Partners (Sustainability)	
Consultant	\$150	Director of Building Performance	\$195
Intermediate	\$175	Commissioning Team Manager	\$185
Director	\$225	Sustainable Program Manager	\$160
Dispute Manager	\$250	Building Performance Manager	\$145
Ascent Engineering (MEP)		Sr. Commissioning Engineer	\$130
Principal	\$220	Residential Programs Manager	\$125
Project Manager	\$185	Commissioning Engineer	\$115
Professional Engineer	\$170	Building Performance Engineer	\$110
Senior Engineer	\$170	Sustainable Program Specialist	\$100
Commissioning Engineer	\$165	Building Performance Specialist	\$100
Construction Administrator	\$150	Commissioning Analyst	\$95
Junior Engineer	\$120	Building Performance Analyst	\$90
CADD Draftsperson/Technician	\$95	Sustainable Program Analyst	\$80
Administrative	\$70		
Rathgeber/Goss Associates (Structural)			
Principal	\$225		
Project Manager	\$175		
Senior Engineer	\$150		
Design Engineer	\$125		

Construction Observer	\$125
Revit Modeler	\$125
CAD Draftsperson	\$105
Administrative/Clerical	\$65

5. Disbursements Capped Fee

The Independent Engineer has agreed that there will be no additional payment for Disbursements. “Disbursements” shall mean reasonable charges for long distance telephone and facsimile communications, courier services, express mail services, drawing production, and photocopying reasonably incurred by the Independent Engineer directly on account of and specifically related to the IE Services and which would not otherwise have been incurred but for the IE Services. Accordingly, the maximum capped fee for Disbursements, as reflected in Appendix C (Independent Engineer Proposal & Clarifications), is Zero Dollars (the “**Disbursements Capped Fee**”).

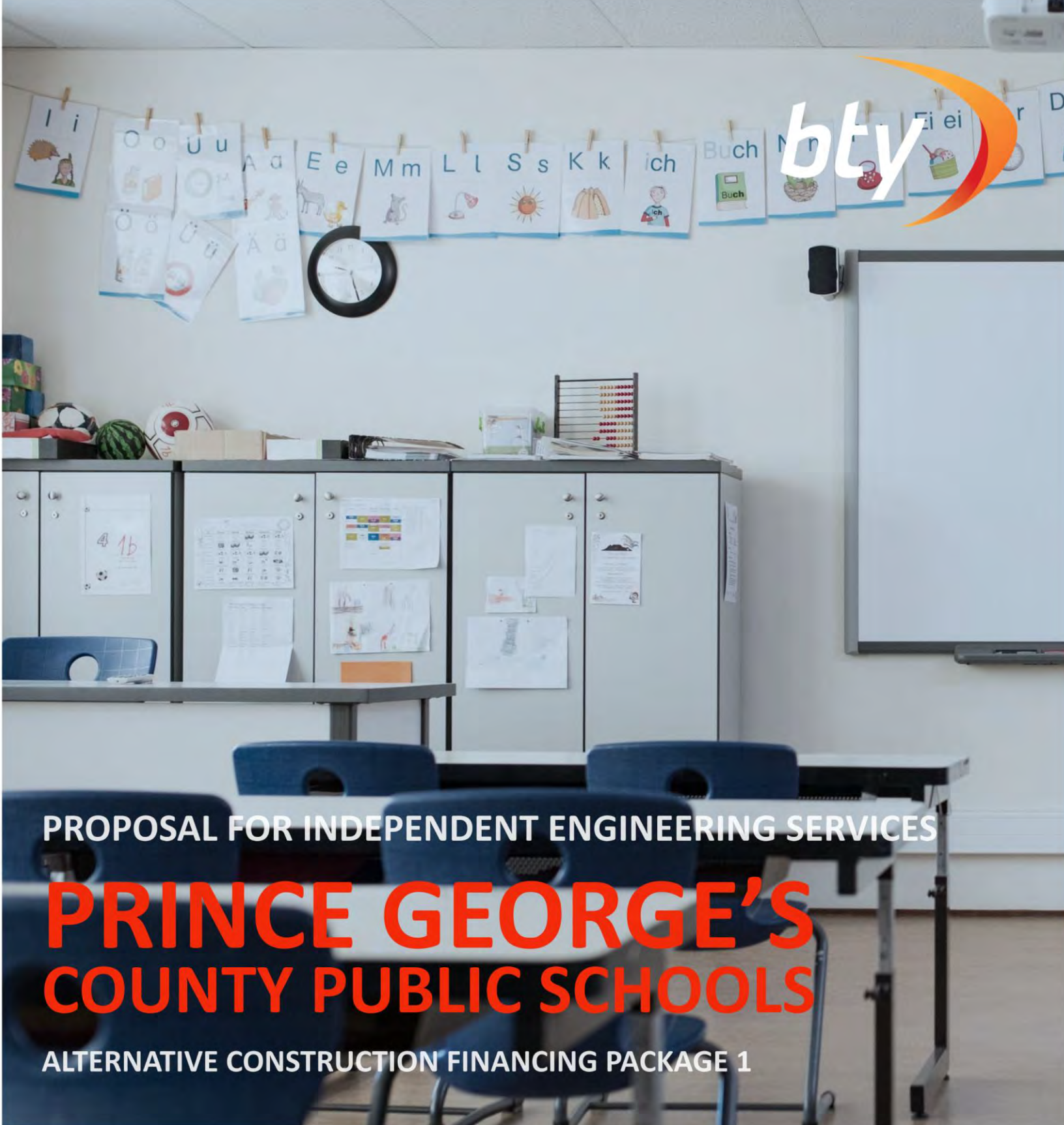
Disbursements Capped Fee: \$0.00

6. Travel Capped Fee

The Independent Engineer may invoice up to a maximum capped fee of Fifty Thousand Dollars for reasonable travel and subsistence expenses incurred by the Independent Engineer directly on account of and specifically related to the IE Services (the “**Travel Capped Fee**”). The Independent Engineer shall invoice travel expenses in each monthly invoice for payment within sixty (60) days of receipt of such invoices.

Travel Capped Fee: \$50,000.00

APPENDIX C
INDEPENDENT ENGINEER PROPOSAL & CLARIFICATIONS



PROPOSAL FOR INDEPENDENT ENGINEERING SERVICES

PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS

ALTERNATIVE CONSTRUCTION FINANCING PACKAGE 1

PREPARED FOR:

Prince George's County Education
& Community Partners, LLC

DECEMBER 7, 2020

BTY US LLC
56 Milford Drive
Hudson, OH 44236



December 7, 2020

Prince George's County Education
& Community Partners, LLC

Attention: Stuart McCluskie, Vice President, Fengate
Darin Early, Managing Director, Gilbane Development
Jason Washington, Director, Public-Private Partnerships Program, PGCPs

**RE: Prince George's County Public Schools Alternative Construction Financing Package 1
Proposal to Provide Independent Engineer Services**

In response to your Request for Proposal dated November 17, 2020, BTY US LLC ("BTY") is pleased to submit our proposal to provide Independent Engineer ("IE") Services for the Prince George's County Public Schools Alternative Construction Financing Package 1. Our combination of proven project success and a highly qualified technical team will provide PGCECP with a strong option for dedicated and reliable IE services, combining local knowledge and experience with global best practices.

Over the past 40 years, BTY has provided independent due diligence, progress monitoring and project close-out services on more than 200 Public Private Partnership ("P3") projects located across North America.

Our development track record emphasizes the strength of our approach to project monitoring and certification, dispute resolution, work-site inspections, and close-out facilitation. To date, BTY has successfully led 19 projects through Substantial Completion Certification. As North America continues to leverage the P3 model to complete complex construction projects, BTY has led all other firms in IE service innovation and continues to provide clients with excellence in technical due diligence.

Our commitment to deliver more value to all parties of the Project Agreement is founded in our comprehensive understanding of requirements for commissioning, compliance, and the process of achieving Substantial and Final Completion for P3 projects.

We thank you in advance for your consideration, we would be pleased to further discuss the scope of the project to ensure we have properly interpreted your requirements and the mandate's budget constraints. Please do not hesitate to follow up with any requests.

Yours truly,

BTY Group

A handwritten signature in blue ink that reads "Marie Foley". The signature is fluid and cursive, with the first name "Marie" and last name "Foley" clearly distinguishable.

Marie Foley | MRICS, PQS, LEEP™ AP
Director, Infrastructure Advisory Services

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Introduction

BTY US LLC ("BTY") is pleased to submit our proposal to Prince George's County Education & Community Partners, LLC ("PGCECP"), a special purpose project company formed among Fengate Capital Management and Gilbane Development Company, together with Prince George's County Public Schools ("PGCPS"), (to act as the exclusive Independent Engineer ("IE") in connection with the Prince George's County Public Schools Alternative Construction Financing Package 1 (the "Project"). It is our understanding that PGCECP has been selected by PGCPS as the Successful Proposer pursuant to PGCPS' RFP No.DCP19-24A to design, build, finance, and maintain the Project in accordance with a project agreement to be entered into between the Developer and PGCPS. The Project consists of five middle schools and one integrated elementary-middle school across the state of Maryland.

In order to deliver the Project successfully, PGCECP require an IE to perform the services contemplated in the PA and the Appendix A to the Independent Engineer Agreement including monitor and compliance checks at key design milestones including structural engineering peer review, sustainability certification; monitor construction progress, verify construction compliance with 95% design, evaluate the commissioning plan, monitor tests and commissioning; evaluate Relief Event claims; certify the Progress Payment; facilitate and certify Substantial Completion(s), School Occupancy Readiness(es), and provide the post-occupancy readiness services. In addition, we include an experience Dispute Manager to provide advisory and determinations required by the PA Parties.

BTY is the global independent consultancy for public and private sector clients who design, build, finance, operate and maintain real estate and infrastructure projects. Over the past 40 years, BTY has earned a reputation for providing clients with professional advice of the highest calibre. We have been awarded P3 / Design-Build advisory mandates on over 170 projects globally and are consistently ranked 1st for Technical Due Diligence services in North America as well as currently being ranked 3rd globally*. Our Independent Building Expert success is built upon the market recognition of our leading infrastructure expertise and our commitment to raising the bar. BTY has worked as the Independent Certifier, Independent Engineer or Payment Certifier on more projects that have achieved Substantial Completion than any other advisory group. We are constantly improving and have a reputation for adapting our service delivery to the specific needs of the projects we are involved in. Our IE team includes sub-contractors that are licensed, registered Architects and Engineers in the state of Maryland, and are qualified to perform the required peer review and design review services stated in the IE Agreement and any Plan Check services requested.

We believe that the following sets BTY apart from our competition when fulfilling the IE services role:



A Dedicated Team Approach: BTY puts together a dedicated team to provide the IE services, rather than one or two individuals, working under the IE Team Lead. Each team member brings a wealth of experience from a vast range of other North American P3 projects, and it is this depth of experience that provides us with an insight into potential issues that can be mitigated before they crystallise into issues that may have an adverse effect on the project.



Our Extensive Substantial Completion and Occupancy Readiness Experience: BTY prides itself on being the innovator in Canada when it comes to Independent Certifier/Independent Engineer methodologies and techniques. We think of ourselves as being the facilitator, as well as the IE, when it comes to the countdown for Substantial Completions and School Occupancy Readiness. The development and maintenance of our Substantial/Final Completion checklists, and our leadership and dispute resolution expertise in regular countdown meetings focuses the parties on their respective requirements to achieve Substantial/Final Completion on time and in the most efficient manner. Further, our process related to facilitation of Construction Period payments and monthly schedule management review 'value-add' will identify challenges before they arise with the aim of providing all parties an opportunity for earlier dialogue and resolution.



Dispute Resolution Expertise: BTY has experience dealing with numerous informal and formal disputes on many projects across North America. As a result, we are knowledgeable about how to resolve such issues early and informally. Though should a dispute develop, we have a detailed understanding of how to apply our dispute resolution knowledge as required by Exhibit J. Our actual project experience provides a database of scenarios and solutions to draw upon for the benefit of the PA Parties.



In-Depth Sector Knowledge: BTY has provided P3 due diligence advisory services, including Independent Engineer services, on a significant number education projects across North America including the Saskatchewan Joint-Use Schools Project, the Alberta Schools Alternative Procurement II and III, and the Dufferin-Peel Catholic District School Mechanical & Electrical Upgrade project. BTY has also recently been awarded two school mandates as part of the Government of Saskatchewan and the Ministry of Education's Saskatchewan Schools Revitalization project.



SUBCONSULTANTS

To bolster our technical capabilities and ensure that our IE services are comprehensive, BTY has chosen to partner with the following subconsultants for this mandate:



Architect

Founded in 1986, Reston, VA-based Architecture, Incorporated ("Architecture, Inc.") is a 60-person, award-winning planning, architecture, and interior design practice that is united in the belief that as trusted advisers and design leaders, they reach beyond the predictable to turn vision into reality while solving complex challenges for public, private, and government clients—improving quality of life through the built environment.



MEP Engineer

Ascent Engineering Group, Inc. ("Ascent") was established in 1959 and specializes in engineering and design of Mechanical, Electrical, Plumbing, Fire Protection, and Information Technology Systems for K-12 educational facilities and higher education facilities of all types.



Structural Engineer

Established in Maryland in 1991, a certified small business, Rathgeber/Goss Associates, PC ("RGA") provides structural engineering design and analysis services to the building industry. They provide the benefit of eleven engineers totaling over 100 years of successive collective experience in the structural design of new buildings and the renovations, remodeling, and additions to existing buildings.



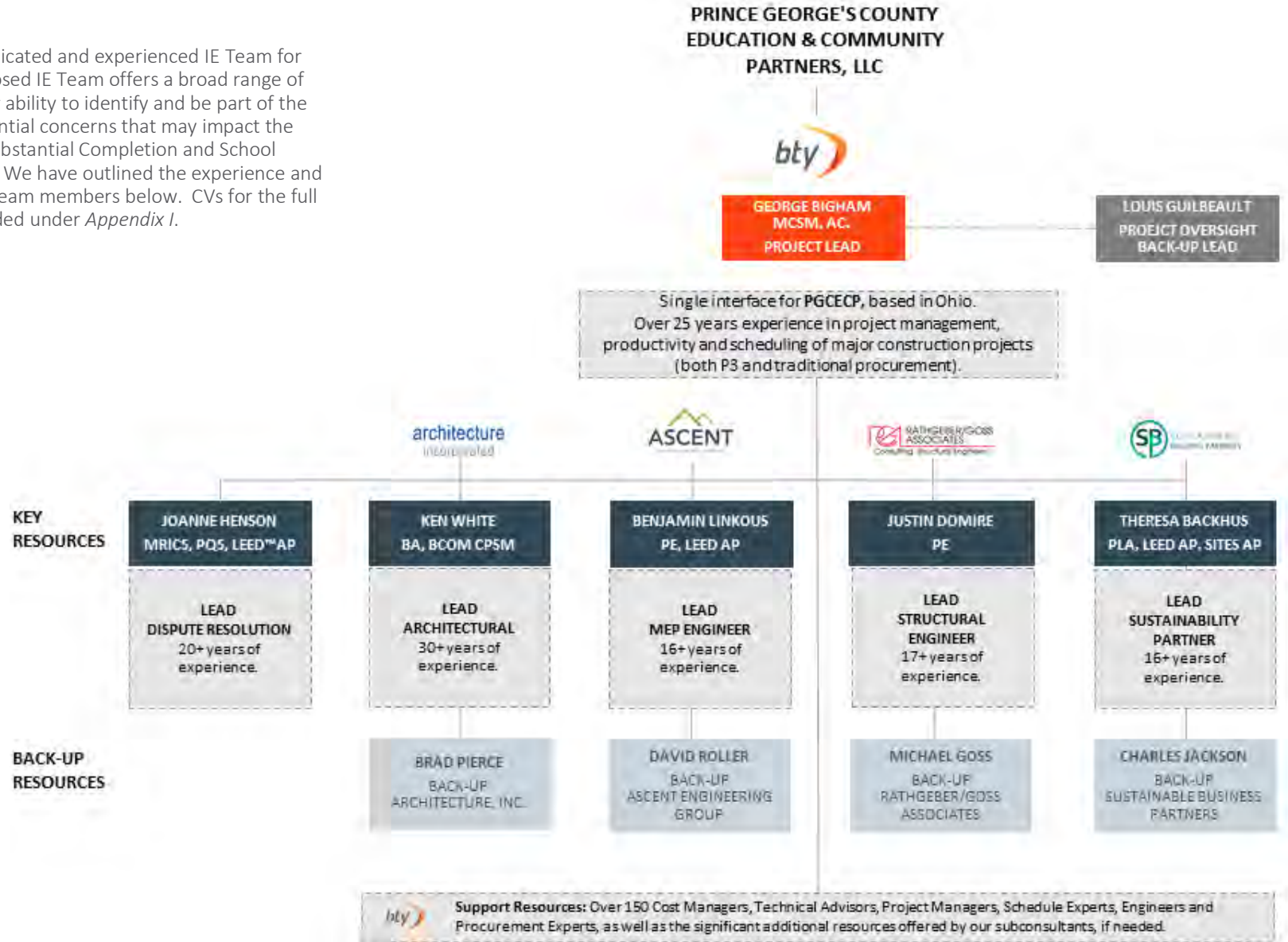
Sustainability Partner

Sustainable Building Partners, LLC ("SBP") offers building professionals and end-users precise energy efficiency and sustainable solutions for new and existing assets. SBP will draw from extensive project experience to provide cost effective and timely investment grade solutions tailored to meet the needs of each individual project and client.



i. Team

BTY is proposing a dedicated and experienced IE Team for the Project. Our proposed IE Team offers a broad range of expertise and superior ability to identify and be part of the resolution of any potential concerns that may impact the achievement of the Substantial Completion and School Occupancy Readiness. We have outlined the experience and expertise of our lead team members below. CVs for the full team have been included under *Appendix I*.



KEY TEAM MEMBERS

Our Team Lead, **George Bigham**, has worked on a variety of school projects over the duration of his career, including a package of three middle schools in South Carolina: Mauldin Middle School, Riverside Middle School, and Greer Middle School, Greer, SC, as a Project Manager. He was also the Project Manager on the Hollis Academy, in Greenville, SC. George also brings extensive experience working on large-scale P3 infrastructure projects across the US, including LaGuardia Airport Central Terminal B, I-4 Ultimate, SH-288, and Purdue Student Housing.

George will spearhead BTY's Substantial Completion facilitation process including our Substantial Completion Checklist preparation and management; lead Project Close-out Meetings to ensure the Project is tracking to achieve Substantial Completion and then School Occupancy Readiness; and lead BTY's IE team in monitoring compliance, commissioning against the Project Agreement requirements and provide IE Determinations. Our IE team will also facilitate the preparation and monitor the Punch List and be responsible for certification of Substantial Completions and School Occupancy Readiness.

GEORGE BIGHAM, DIRECTOR | PROJECT LEAD

George is a Director for BTY with over 25 years' experience in the construction industry. His areas of expertise include project and construction management, contract writing and management, negotiation, construction research, teaching and education, and commercial and risk management. He has specific and considerable experience in construction productivity and scheduling, serving as a scheduling consultant in the creation, review, analysis, and claim building relative to construction scheduling.

As BTY's day-to-day Team Lead, George will be responsible for the management of BTY's subconsultants, as well as attend Works Committee, inspect construction, review all project documentation, and provide advisory in accordance with the dispute resolution process, as part of our IE role. He will also lead our services related to Substantial Completion/School Occupational Readiness including commissioning and compliance reviews, and pricing and preparing the Minor Deficiencies List.

LOUIS GUILBEAULT, DIRECTOR | PROJECT OVERSIGHT & BACK-UP LEAD

With over 25 years of experience, Louis possesses a proven track record of providing best value solutions for the client, driven leadership, and the ability to consistently deliver in high-pressure deadline driven environments. Louis has successfully overseen the delivery of 38 individual elementary school mechanical and electrical upgrade projects as part of Vendor of Record mandate with one of the largest school boards in Canada. He has also acted as the Project Principal for several significant post-secondary mandates, including both renovation and new construction projects. Louis has significant experience successfully implementing a wide range of procurement models including stipulated lump sum, construction management, design build and design build, finance and maintain (AFP/P3).

As Back-Up Lead Louis will be responsible for project oversight, internal quality assurance and peer review of all the Project Agreement IE deliverables on the Project.

JOANNE HENSON, DIRECTOR | DISPUTE RESOLUTION EXPERT | MRISC, PQS, LEED™ AP

Joanne is one of the most experienced construction advisory experts in Canada with over 20 years of experience in the construction industry. She has successfully facilitated Substantial Completion / Service Commencement on some of Canada's most complex and challenging PPP infrastructure projects, acting as the leader of our Independent Certifier services. She has expertise of design-build contracts and advises clients on contract interpretation, dispute resolution, compliance, risks, and governance matters. Joanne also brings experience in technical due diligence, payment certification, and expert witness services for clients in the public and private sectors on large-scale social infrastructure projects across North America and internationally.



Joanne will provide senior level input to all facets of our service delivery, lead dispute resolution services, and support to BTY's Project Lead.

KEN WHITE, ARCHITECTURE, INC. | ARCHITECT | BA, BCOM CPSM

As Vice President of Architecture, Incorporated, Ken has more than 30 years of experience in architectural design and project management. He has an extensive portfolio in education design and takes great pride in delivering work of unparalleled quality. His ability to focus on meeting the needs of each individual client is apparent from project inception to completion, and his detail-oriented approach is reflected in his ability to produce innovative yet cost-effective designs. Ken's experience in the education sector ranges from feasibility studies and small additions, to new prototypical schools and complex multi-phase, occupied renovations, and additions.

BENJAMIN LINKOUS, ASCENT ENGINEERING GROUP | MEP ENGINEER | PE, LEED AP

Benjie has over 16 years of experience and has worked on numerous project types in his tenure at Ascent. His role in these projects has been multi-faceted, from principal-in-charge to project manager, designer, and construction administration. Benjie has worked on three significant school projects for Montgomery County Public Schools in Maryland, as well as Prince William County Schools, Loudoun County, Spotsylvania County, and Louisa County in Virginia.

JUSTIN DOMIRE, RATHGEBER/GOSS ASSOCIATES | STRUCTURAL ENGINEER | PE

Justin is a licensed Professional Engineer with over 17 years of experience. He has extensive experience working on numerous school projects across the Maryland area. He has acted as the project manager on middle school and high school projects, including renovations and new construction. Justin was the Principal-in-Charge for the Tilden Middle School/Rock Terrace School project in Rockville, MD, as well as the Northwood High School project in Silver Spring, MD.

ADDITIONAL RESOURCES

BTY employs over 150 multi-disciplinary professionals and encourages professional development among our team members. Our staff complement includes Project Management Professionals ("PMP"), Leadership in Energy and Environmental Design Accredited Professionals ("LEED™ AP"), Members of the Canadian Institute of Quantity Surveyors ("PQS"), Members of the Royal Institution of Chartered Surveyors ("MRICS") and registered professional engineers ("P.Eng." or "PE"). This blend of expertise will enable us to dedicate the appropriate number of resources to ensure success on the Project.

BTY can also call upon the significant resources of our subconsultants, in addition to those identified within our team, should they be necessary.



ii. *Location*

BTY utilizes experience gained from providing technical advisory services on projects across North America, the UK, and EMEA. This global expertise, combined with locally based experts, will allow us to provide cohesive IE services to PGCECP. BTY will deliver the IE services from its office in Ohio, located at 56 Milford Drive, Hudson, OH 44236. Individually, our team is based in the following locations:

NAME	LOCATION
BTY US LLC	56 Milford Drive, Hudson, OH 44236
Architect Architecture, Incorporated	1902 Campus Commons Dr., Suite 101, Reston, VA 20191
MEP Engineer Ascent Engineering Group, Inc.	5228 Valleypointe Parkway, Suite 4, Roanoke, VA 24019
Structural Engineer Rathgeber/ Goss Associates, PC	15871 Crabbs Branch Way, Rockville, MD 20855
Sustainability Partner Sustainable Building Partners, LLC	2701 Prosperity Ave., Suite 100, Fairfax, VA 22031
Civil Engineer AMT, LLC	800 King Farm Blvd., 4 th Floor, Rockville, MD 20850

iii. *Relevant Experience*



PROVINCE OF SASKATCHEWAN JOINT-USE SCHOOLS PROJECT

Client: Government of Saskatchewan | **Location:** Various Locations, Saskatchewan, Canada | **Value:** CAD \$370 million

Project Description

This project involves the construction of 18 new elementary schools in four communities experiencing unprecedented growth: Saskatoon, Regina, Warman and Martensville. The schools were constructed on nine (9) new joint use school sites and were the first of its kind to use the Public Private Partnership ("P3") model to deliver elementary schools in Saskatchewan. These schools accommodate more than 11,000 students across Saskatchewan and are also used as public community space for a variety of activities.

Role

BTY was the Independent Certifier for this mandate; our role involved attending project meetings and preparing monthly reporting on the design and construction status of all 18 buildings. It is important to note that the project began structured as a Design Build mandate; due to its size and scope the project was eventually delivered through the P3 model. Our role was primarily to act as Independent Certifier and certify when the design-build schools achieved Substantial Completion/Service Commencement and Final Completion, in accordance with the Project Agreement. This involved BTY ensuring that design conformed to the output specifications, design and construction progressed according to schedule, and that the schools were Commissioned in accordance with Project Co's Commissioning Plan. Our responsibility included advising and reporting to the Project Executive Committee and delivering a monthly report to the project stakeholders commenting on design and construction progress, permits, claims and disputes, progress payments, identified risks, scheduling performance, as well as certifying substantial and total completion. We also facilitated the completion of each site through contractual due diligence and on-site inspection.

Challenges: Strategizing and facilitating certification process including preparation of the production of a detailed completion checklists and initiation of regular countdown meetings for each Service Commencement / Substantial Completion on a multi-site project requiring multiple milestone certifications.

Key Team Members: The following team members worked on this project:

- Joanne Henson provided Dispute Resolution, as well as participated in the team providing Final Minor Deficiencies Lists and certification services related to Final Completion.
- Joanne provided oversight and quality control for our service deliverables to the project team.



MARYVALE ELEMENTARY SCHOOL / CARL SANDBURG LEARNING CENTER

Client: Montgomery County Public Schools | **Location:** Rockville, MD, USA | **Value:** USD \$50.4 million

Project Description

Located on the site of a previous 1960's middle school, the co-located MCPS Maryvale Elementary School / Carl Sandburg Learning Center is a new 165,000 sf facility designed for two student populations. The Maryvale Elementary School, designed for 600 K-5 general education students, is placed at the north end of the site in a two-story configuration centered around a courtyard. There is an eight-classroom flex space on the second floor, located so that it could be used for future expansion of either school's program. The Carl Sandburg Learning Center, designed for 150 special education students, is a single story centered around a courtyard on the south side. The co-location of this special education program allows for mainstreaming opportunities into the general education classrooms.

The building's exterior is designed to appear as a single facility with two distinct entrances differentiated by color. One of the signature design elements are the cascading entry canopies, acting like a tree canopy that allows sunlight to reach the ground while offering protection from rain and snow. The site features three street entrances with two separate bus loops, a north bus loop for Maryvale and a southern bus loop for Sandburg. The center site entrance accesses a shared parent drop-off loop for use by both schools at different times. The project is registered to achieve LEED Silver.

Challenges

The building plan incorporates the program of both schools on either end with a shared media center, kitchen, building services, teachers' lounge, and health services suite located in the center. The administrative areas for each school are zoned in a continuous space across the front of the school to foster collaboration. The design goal was to facilitate interaction between the two programs at well-designed, programmatically viable locations within the co-located facility while respecting the unique needs of each student population and maintaining the autonomy and integrity of each program.

Key Team Members:

The following team members worked on this project:

- Brad Pierce, Project Manager, Architecture, Inc.
- Ken White, Principal-in-Charge, Architecture, Inc.
- Ascent Engineering - MEP
- Rathgeber/Goss Associates - Structural
- Sustainable Building Partners - LEED
- AMT - Civil



MADISON'S TRUST ELEMENTARY SCHOOL

Client: Loudoun County Public Schools | **Location:** Brambleton, VA, USA | **Value:** USD \$24.3 million

Project Description

Madison's Trust Elementary School (ES-27) is a new elementary school site adaptation for Loudoun County Public Schools. This 875-student capacity, prototypical K-5 elementary school contains a total of 106,000 sf. The school's two-story configuration provides natural daylight to all classrooms with rooms lining the building perimeter and flanking a central educational courtyard. The school colors of red and green are used throughout, reflected in the exterior entrance awning, stairwells, and finishes within the school. The steel framed and masonry bearing structure includes brick clad CMU exterior walls. The brick façade gives the school its classic architectural character, an emphasized element for the prototype. The project was design to meet County CHPS and Energy Star requirements.

Challenges

Designing Madison's Trust Elementary School was a smooth and collaborative process between the design team and owner. While the construction contract was awarded to a well-known, reputable, general contractor, the masonry subcontractor for the project fell well short of expectations. They were behind schedule early in the process and were not building per the specification requirements. The general contractor, Architecture, Inc., the structural engineer, and the owner continued to assist and facilitate the masonry subcontractor getting back on schedule and building in accordance with the specifications. However, even with this assistance, the subcontractor went out of business before the completion of masonry construction.

Key Team Members:

The following team members worked on this project:

- Ken White. Principal-in-Charge, Architecture, Inc.
- Kimberly Belfour, Project Manager, Architecture, Inc.
- Brian Ulbrich, Project Manager
- Ascent Engineering - MEP



iv. Engagement Understanding & Approach

EXPERIENCE DELIVERING SIMILAR SERVICES WITHIN PRINCE GEORGE'S COUNTY, MD

The BTY team is well-versed in the efforts associated with successfully with building codes and obtaining Zoning Approvals and Building/Site Plan Permits in Prince George's County. Past construction projects in Prince George's County include the DEA Mid-Atlantic Lab Vault in Largo; Hillcrest Heights Community Center in Oxon Hill; and Prince George's Community College at University Town Center in Hyattsville. Current projects include T-Mobile Beltsville in Beltsville; Junior Tennis Champions Center in College Park; and several locations for grocery store chain Lidl in Camp Springs, District Heights, and Lanham. These projects represent a sampling of the projects our team has successfully shepherded through review and approval processes in Prince George's County; we have successfully obtained permits for more than a dozen projects in the County.

Based on this experience, the BTY team understands the inter-related timeframes involved with the review and approval processes. We are committed to early engagement with the public and other stakeholders to build consensus among relevant project stakeholders and County agencies in support of the project. Our desire is to communicate directly with each interested party to both inform them of the project and to listen, understanding potential concerns and resolve them when possible. These early efforts are typically rewarded with quicker review times and minimal review comments once the project is submitted formally.

COMPLEXITIES & CHALLENGES

Given that this mandate comprises a bundle of six schools, the challenges to the Independent Engineer lie more with the number of projects which will be ongoing concurrently, rather than the complexities of individual school projects. We see the challenges as follows:

GENERAL

- a. **Being seen as truly independent by both Parties.** Exhibit J sets out the duty of Independent Judgment and the exercise of Independent Professional Judgment. BTY have undertaken this role on many occasions, and we have no doubt as to our ability to fulfil it here. Our team has the experience, understanding and communication skill to quickly have both the Board of Education for Prince George's County ("BEPGC") and the Prince George's County Education & Community Partners ("PGCECP"), LLC to view BTY as having no objective other than to act impartially for the good of the Project, rather than for either of the PA Parties.
- b. **Communication.** BTY will provide transparent communication to both Parties.
- c. **Engagement of BEPGC.** BTY is aware that the Project documentation produced will mainly be provided from the point of view of the Project Co / Design Builder. Based on our experience delivering similar mandates, we intend to engage the representatives of BEPGC on an on-going basis and open dialogue to better understand any BEPGC concerns related to the Project. This is an increased level of representation between BEPGC and the IE than anticipated by the PA; however, it can be readily facilitated through joint site walks, an informal monthly IE meeting, in addition to our engagement at key meetings and review of the Project correspondence. This active process supports our impartiality and builds confidence prior to IE certifications.
- d. **BTY is a niche consultancy practice, working with expert subconsultants as the role warrants.** We act in the lead role in projects such as this, or in other like roles such as Independent Certifier, Lenders Technical Advisor or Payment Certifier. Because we work on the same types of projects consistently, we understand where subconsultants fit in to provide their expertise to satisfy the service deliverables and how to manage them appropriately to obtain the best from them in terms of ability and in timing of their output. Our team lead will be the single point of contact and responsibility to BEPGC and PGCECP.



DESIGN PHASE

- a. **Co-ordination with multiple design teams in verifying design plan submittal requirements.** In order to overcome what may become a bottleneck in the timing of this critical workflow item, we will liaise with the Developer and our subconsultants so that this work is carried out in a timely manner, which will in turn facilitate the production and submittal at the intermediate design submittal stages.
- b. **Reviewing 35% and 65% complete designs for submission** will likewise be challenging, given there are six schools' worth of information to look at. We would suggest that we implement an "over the shoulder" review process, so that any issues can be caught and rectified prior to the submission review. This will help keep each school on track for delivery by the due date.
- c. Certifying acceptance of Construction Documents at 95% completion will also require diligence throughout that design stage, rather than at the end of it. This on-going engagement will ensure correctness and an on-time delivery by the IE of this certification.

CONSTRUCTION PHASE

- a. We will be visiting all sites on a monthly basis, within a tight timeframe. With a pre-agreed inspection schedule determine, we intend to engage representatives of all Parties to participate in site visits with the IC. We will report on progress, in terms of the issues we are tasked with in section 4.1.3 of Exhibit J. Our team will provide a consistent message for all sites in one overall report each month.
- b. It is possible that material shortages may arise as a result of COVID 19 and/or depending on the construction market in the area at the time these projects move to site. Should alternative materials be proposed by PGCECP, we will compare them with the originally specified materials and report our findings to BEPGC. This would be in addition to our monthly reports, in order to keep the schedule on track.
- c. There is a possibility that unforeseen conditions can cause a change in materials selection. While geotechnical reports and other pre-construction documentation should make alternative materials unlikely, we will report in the same way as in item c) above.
- d. Changes caused by BEPCG may introduce new materials into one or more sites, and these will be treated in the same manner by BTY.

SUBSTANTIAL COMPLETION, OCCUPANCY READINESS

- a. Reaching Substantial Completion and Occupancy Readiness milestones can be difficult, especially with multiple site / facility projects. BTY is proud to say that have been involved in more projects acting as Independent Engineer and in like roles, that have reached Substantial Completion, than any other advisory company. We understand what is required and will bring this experience to this Project, so that there is no ambiguity in understanding what is required in order to achieve sign-off.
- b. BTY has experience of delivering similar services to the IE role on multi-site and multiple facility projects. We will ensure that adequate resources are in-place to support the diligence that is required of the IE at these key certification milestones.

CLOSE-OUT, POST-OCCUPANCY READINESS SERVICES AND PUNCH LISTS

- a) Once the IE certifications for Substantial Completion and Occupancy Readiness are issued, we understand that the focus must be maintained by Parties and IE on Post-Occupancy Readiness Services including close-out of Punch Lists. We have observed that this process can extend beyond anticipated timelines for a variety of reasons. A lesson-learned would be to ensure the integrity of the punch-list to support the successfully close-out of these items, and the IE must provide proactive solutions to support the Parties in any other issues that are not barriers to the project certifications but may prevent the timely completion of Post-Occupancy Readiness issues. Our experience of delivering these independent certification services means we are attuned to the issues that may cause delay to project close-out.



DISPUTES

- a. **Acting in the role of Dispute Manager.** Alongside our role as Independent Engineer, acting as Dispute Manager is a highly skilled role and requires individuals with experience in dispute resolution. We have provided a team who have a wealth of knowledge, acting in a similar role on previous design-build projects to support the PA Parties.
- b. Our expertise on multiple large-scale projects within Maryland and across the USA including design build mandates means that we are well versed in relevant matters that may impact the project.
- c. We have a familiarity with the Public Private Partnership form of Contract. Based on our experience we have experience of a wide spectrum of issues to support us in the facilitation of a successful project.



METHODOLOGY FOR THE DELIVERY OF SERVICES

BTY has provided Independent Certifier/Engineer and certification services across various sectors, most notably, within the social infrastructure sector. We are intimately familiar with how the role of the Independent Certifier/Engineer fits within the PPP project structure in multiple markets, internationally, and we have streamlined processes required for the role. As Independent Certifier/Engineer, BTY has successfully facilitated numerous PPP projects through to Substantial Completion and/or Service Commencement/Occupancy Readiness milestones through to Final Completion/Post-Occupancy Readiness milestones and closure of punch-lists.

The following provides an outline Project Methodology for the IE certification services role. For clarity in this proposal narrative, we break the IE responsibilities into four stages:

Stage 1: Upon Award

Stage 2: Pre-Construction

Stage 3: Construction Period

Stage 4: Commissioning, Certification and Post-Occupancy

STAGE 1	UPON AWARD
Project Mobilisation	The BTY IE team will thoroughly review Project contract documents to ensure a full understanding of all project specific requirements in advance of construction proceeding. In addition, we support a project kick-off meeting to facilitate introductions, and overview of the project and allow both Parties and their team have an understand of our IE mandate and deliverables.
Information Flow	It's important that our team be quickly signed up to project databases in order to facilitate information flow and to ensure we have day-to-day working knowledge of all sites and access the relevant project documentation when required.
Stakeholder Communication & Point of Contact	BTY will establish clear communication protocols between the IE and Project Parties. Clear communication between the entire design/construction/commissioning team and the IE from the outset will be important to establish suitable procedures during progression of the project in conformity with the regulations, ensuring all relevant certification can be achieved and recorded at completion of the key design and construction milestones. Our Team Lead will be responsible for the day-to-day interaction with the Project stakeholders, and their single point of contact.
STAGES 2	DESIGN PHASE
Design Meetings	BTY will be available to participate and add our input where appropriate and/or required during design meetings. For clarity, the IE will not, as a matter of course, attend all design meetings, as we will have no design role within the Project. If our attendance is requested for any particular reason relating to IE deliverables, where possible we will align attendance.
Documentation Review	BTY will also establish access to the PPP Co.'s computerised design database and database register. BTY requires to ensure that we are fully informed of project design progress and allows us to issue an opinion on any identified issues, complete conformity checks at the 35%, 65% and 95% design milestones, and provide a knowledge base foundation for the upcoming construction phase.



	<p>Any areas of non-immediate concern will be discussed and/or if further actions are required, we will be proactive in our approach at the noted milestones. Should a matter of immediate concern come to our attention, we will alert the applicable party.</p> <p>Specifically, BTY shall:</p> <ul style="list-style-type: none"> (1) meet with Developer and PGPCS to verify design plan submittal requirements; (2) conduct document pre-submittal meetings with the Design-Builder, and review documents, issue comments, and back check documents; (3) perform structural design peer review by a structural engineer that is registered in the State of Maryland at the 35%, 65% and 95% design milestone unless otherwise requested by the Parties; (4) review multiple design and construction document packages with Developer and PGPCS (including at the 35% and 65% complete stages) for compliance with the applicable Contract Standards in order to expedite construction; (5) certify acceptance of each Construction Documents Submission, with such certification to include (i) verification that the 95% Construction Documents Submission complies with the applicable Contract Standards, and (ii) that the Final Construction Documents comply with the applicable Contract Standards and are the documents according to which Developer shall construct the Project, as provided in Article 7 of the Project Agreement. (6) Perform a LEED (sustainability) peer review at the 95% design milestone and prior to the IE certifications, as anticipated by the PA.
Determinations	<p>We will provide independent and impartial determinations, as required by the Parties, related to the contracted scope, design requirements and matters related to conformity of the design with the output specifications, bylaws, etc. Our IE team has a broad range of knowledge to provide the requested deliverable and / or contractual interpretation.</p>
STAGES 3	CONSTRUCTION PHASE
Project Meetings	<p>BTY proposes to participate in monthly progress meetings with the Authority and Project Co. We would suggest benefits of the IE participating in those meetings is to remain informed, support the Parties in review of high level issues, and formulate responses and any action plans as required.</p>
Construction Review	<p>Specifically, the IE will:</p> <ul style="list-style-type: none"> (1) Cooperate with the construction inspector of record; (2) Inspect the Sites, including each School, for conformance with the Final Construction Documents. Co-ordination of these visits will involve a pre-agreed site visit schedule. We support the engagement of both PA Parties in these IE site visits. <p>BTY will allocate adequate time to each site inspection to ensure that the planned activities (each to be discussed in detail with the Project Parties prior to arrival to ensure any required logistical requirements on site can be provided) have been completed in accordance with the schedule and work is in general conformance with the design. Detailed progress notes and high-resolution photographs will be taken for our record purposes.</p>



	The IE team will visit site as required to ensure that any work completed since the previous site visit, which proves to be defective or unacceptable work, is rectified. This may be monitored by desktop review.
Procedure Review	<p>We understand that our monthly site monitoring team will spot check to confirm that the Developer is in compliance with the Design-Build Quality Management Plan.</p> <p>BTY will review and monitoring Project Co's quality management systems throughout the construction period. We will undertake a desktop review of other audit reports and findings and monitor any corrective actions matrix where any corrections actions identified will be tracked to closure.</p>
Project Reporting	<p>BTY will review and monitor all project documentation in order to remain apprised of the project issues, including but not limited to: variations contemplated or signed into effect in the month; quality management systems and reports; sustainability reporting and LEED Checklists; permits, licenses and approvals; health and safety matters; construction schedules; claims and disputes. Our reviews will include the review of the results of tests performed by Developer and review of independent laboratory tests of materials, and special inspection reports.</p> <p>We will maintain a detailed record of all IT/AC site-inspections carried out, inspection reports as issued, conformance/non-conformance records as issued and all follow-up procedures on an on-going basis.</p>
Schedule	BTY will undertake monthly reviews of the Schedule to confirm that the Project is proceeding in accordance with the plan and identify any challenges / concerns related to the achievement of the project milestones.
Payment Certification	The IE will certify the Progress Payment milestone, as described in the PA. Our team includes Chartered Quantity Surveyors and construction cost estimators who are experts in certification of construction payments.
Mediator / Dispute Resolution	<p>Our IE team and Disputes Manager are available to support the PA Parties and provide both formal and informal advisory to the Parties. Not limited to the PA anticipated determinations, we are available as required by the PA Parties and are well versed at providing independent and impartial contract advisory. An outline of our approach, expectations on the Parties and timelines will be provided to the Project Parties upon request of these services. We understand that our determinations are required to be provided in a 10-day window.</p> <p>BTY has experience dealing with numerous informal and formal disputes on a large number of PPP projects internationally. As a result, we are knowledgeable about how to resolve such issues early, though should a dispute develop, we have a keen understanding of how to apply our dispute resolution knowledge to the benefit of each new project and Project Parties.</p> <p>We will attempt to mediate any potential issues between the PA Parties before escalation to the formal dispute resolution process is required and we will prepare a bridging protocol between the PA Parties to ensure that communications to and from each are documented and resolved. Our preference and goal are to facilitate resolution of issues so that adjudication on disputes is avoided.</p> <p>Of course, should a given dispute be escalated to mediation, BTY acting as IE would be available provide our independent and impartial process and findings to facilitate the progression of the project.</p>



STAGE 4	COMMISSIONING AND CERTIFICATION
	<p>BTY will review the Commissioning Plans and provide a report on the adequacy of the Developer's plans. Our approach will be an integrated effort by architectural, mechanical, plumbing, and electrical specialists.</p> <p>We will monitor the Testing and Commissioning by desktop with a view of being informed prior to the issue of our Substantial Completion and Occupancy Readiness certifications.</p>
Commissioning and Completion	<p>BTY will organise a full review of each School in the final months ahead of the planned Substantial Completion / Occupancy Readiness date. This will coincide with IE milestone certification close-out meetings. Multiple final inspections may be needed depending on any issues that are raised during the initial walk.</p> <p>BTY will work with the Project Parties in reviewing and agreeing to a Final Commissioning Programme. Programmed Tests on Completion will be recorded in a programme and witnessing agreed upon. All results will be collated and reported upon with prompt identification of Deficiencies to be attended to so that the Tests on Completion can be satisfied.</p>
Certificates of Service Availability and Final Completion	<p>BTY anticipates that the certification of the Substantial Completion / Occupancy Readiness milestones to be a 6-month process. The process will commence with BTY issuing its relevant checklist(s) to all stakeholders for review. Our checklist includes the requirements for the Substantial Completion / Occupancy Readiness and makes note of any timelines to be closed out and who the responsible party for each item is. To supplement the checklist, BTY will chair IE close-out meetings where all parties will review items raised that either deviate from the requirements of the PA or items that have the potential to disrupt the timeline for certification of Substantial Completion / Occupancy Readiness.</p> <p>Initially the meeting will be held every 4 weeks, as required, and would increase significantly in frequency as each site progresses to achieving Substantial Completion / Occupancy Readiness. To the degree practical, BTY will organise the close out process whereby each site is run in unison and discussed at each meeting rather than running separate processes for each site.</p> <p>Physically inspections of the works with all Parties will be conducted.</p> <p>Representations from both Parties will be reviewed prior to certification of the Substantial Completion and Occupancy Readiness Certificate(s).</p>
Punch-Out Lists	<p>In cooperation with the Project Parties, we shall collate the Punch List for each school based on comments of all Parties.</p>
Post-Occupancy Readiness	<p>The process will commence with BTY issuing its relevant checklist(s) to all stakeholders for review. Our checklist includes the requirements for the Post Occupancy Readiness and makes note of any timelines to be closed out and who the responsible party for each item is.</p> <p>To supplement the checklist, BTY will chair IE close-out meetings where all parties will review items raised that either deviate from the requirements of the PA or items that have the potential to disrupt the timeline for certification of Post Occupancy Readiness.</p> <p>This process will include physical inspection of punch-out items, and review and monitoring of Commissioning Tests during the Commissioning Fine Tuning Period.</p>



v. Project LEED Requirements

As outlined above, BTY has partnered with Sustainable Building Partners to ensure that each School has been designed and built in a manner sufficient to meet the LEED Requirements. This means that our IE team will be able to bring a level of knowledge, understanding and oversight that exceeds a simple desktop review of the PGCECP deliverables. SBP bring extensive experience providing Sustainability Consulting, Whole Building Energy Analysis & Modeling, Energy Efficiency Consulting, Energy Audits & Building Performance, Material Life Cycle Impact Analysis, Enhanced Commissioning, and Design & Technology Reviews on K-12 projects in the Maryland area. This includes pre-bid work on the PGCPs project, as well as Maryvale / Sandburg School, Northeast Area Middle School, St. Marys County-New Academic, and Colgate Elementary School.

LEED REVIEW PROCESS

The LEED review process will be performed in either two-phases or four-phases, depending on the project team's preference. A two-phase review consists of all design and construction credits being submitted for one combined preliminary review and one combined final review. A four-phase review consists of all design credits being submitted for a preliminary and final review, and all construction credits having a separate preliminary and final review. Please note that only credits and prerequisites identified as design credits can be submitted during the design review.

Each credit in the LEED rating system is either a design phase credit, or a construction phase credit.

- The review process can be split into a design review phase, then a construction review phase; or
- The submittal process can be a combined review.

The final review stage allows you to submit supplementary information requested by the reviewer during the preliminary review. Following GBCI protocol, we suggest you submit these clarifications within 25 business days after receiving the preliminary review comments.

We will then review revised prerequisites and credits and award points based on documentation compliance.

To submit for review, the following must be provided:

- Complete the LEED credit form associated with each prerequisite and credit. Note any special circumstances in the narrative box.
- Provide all relevant documentation detailed in the LEED credit library for the specific credit and specific rating system (LEED for Schools v4).
- Each prerequisite and credit will be reviewed for threshold compliance and comments will be issued based on any compliance issues noted.
- All prerequisites must be pursued, but credits and credit thresholds can be pursued at the team's discretion, as long as a minimum of 40 points are achieved.

Further, BTY will be mindful of the LEED obligations in the Commissioning phase and will review the Commissioning Plan to confirm that it addresses the LEED commissioning measures.



LEED ACCREDITED PROFESSIONALS

The following individuals will fulfill the LEED Accredited Professional role on the Project as part of the BTY team. Full CVs have been included under Appendix I.

THERESA BACKHUS, SUSTAINABLE BUSINESS PARTNERS | SUSTAINABILITY | PLA, LEED AP, SITES AP

Theresa brings over 16 years of experience in the design and construction industry. She coordinates detailed project drawing reviews for LEED compliance, recommends optimizations for cost-effective, sustainable design elements, develops detailed LEED credit compliance documentation, and liaises with team members to guide the certification process. Having spent almost 7 years at the U.S. Green Building Council, she applies her inside knowledge of LEED rating system development to our consulting projects, providing a valuable and unique perspective to owners and teams.

CHARLES JACKSON III, SUSTAINABLE BUSINESS PARTNERS | SUSTAINABILITY | PE, PMP, CxA, CEM

Charles has 15 years of experience, having been in the commissioning industry since 2007. He is skilled in the systematic and documented commissioning process to ensure government, commercial, and mission critical infrastructure systems perform efficiently and operate as designed. As a Professional Engineer and a Project Management Professional, he brings the technical expertise as well as the project management foundation to help ensure projects run smoothly and systems are working correctly. His background as a Contractor, Designer, Consultant, and Owner's Rep allows him to have a well-rounded view of the entire construction process ensuring that the clients goals are being met.



vi. *Scope of Services*

BTY has reviewed and agrees to the Scope of Services required for the Prince George's County Public Schools project as indicated in the *Exhibit J - Form of Independent Engineer Agreement, Article 2 Role of The Independent Engineer*.

vii. *Acknowledgement Requirements*

Proof of Insurance	As requested, BTY has included Certificate of Insurance, confirming our ability to obtain the required insurance coverage as outlined in Article 6 of Exhibit J (Form of Independent Engineer Agreement), under Appendix II.
Background Check Requirements	BTY confirms that it will adhere to Exhibit O (Background Check Requirements) of the Project Agreement in preparation for Commercial Close. We confirm that we have reviewed the requirements and they can be met.
Community Investment Requirements	Rathgeber/Goss Associates, PC, our proposed Structural Engineer is a licensed small business in the state of Maryland.
Conflicts	BTY confirms there is no actual or potential conflicts of interest that we would have in accepting this engagement.



Price & Payment Schedule

1	Total IE Services Fixed Fee	\$2.9M
	Fixed fee to deliver the IE Services as defined in Exhibit J (Form of Independent Engineer Agreement) (excluding the Disputes Manager Services, Material Testing & Inspection Firm Fee, Additional IE Services, Disbursements Capped Fee, and Travel Capped Fee)	
1a	Additional Pricing Information: Pre-School Occupancy Readiness Date IE Services Fee	\$2.324M
	Fee, per School, relating to the IE Services identified in Part 1 of Appendix A (Services) to Exhibit J (Form of Independent Engineer Agreement) (the "Pre- School Occupancy Readiness Date IE Services Fee")	
	For clarity, this item is included in item 1. Total IE Services Fixed Fee	
1b	Additional Pricing Information: School Occupancy Readiness Certificate	\$284,000
	Fee relating to the delivery of each School Occupancy Readiness Certificate (the "School Occupancy Readiness Certificate Fee")	
	For clarity, this item is included in item 1. Total IE Services Fixed Fee	
1c	Additional Pricing Information: Post-School Occupancy Readiness Date IE Services Fee	\$142,000
	Fee, per School, relating to the IE Services identified in Part 2 of Appendix A (Services) to Exhibit J (Form of Independent Engineer Agreement) (the "Post- School Occupancy Readiness Date IE Services Fee")	
	For clarity, this item is included in item 1. Total IE Services Fixed Fee	
1d	Additional Pricing Information: Compensation for Structural Design Peer Review	\$150,000
	Fixed fee relating to the performance of the structural design peer review per Article 4.1.2(3) of Exhibit J (Form of Independent Engineer Agreement) (the "Structural Design Peer Review Fee"). Note that the structural engineer must be registered in the State of Maryland.	
	For clarity, this item is included in item 1. Total IE Services Fixed Fee	



2	Disputes Manager Services <u>Hourly Fee</u>	\$250/hour
	Hourly fee for the Disputes Manager's time relating to the services identified in Article 2.6 of Exhibit J (Form of Independent Engineer Agreement)	
3	Material Testing & Inspection Firm Fee	N/A
	Independent Engineer will negotiate fees with PGCPs and Developer relating to any material testing and inspection firm(s) the Independent Engineer elects to hire to conduct material testing and inspection related to the Project, to the extent PGCPs or Developer direct the Independent Engineer to conduct material testing and inspection related to the Project, per Article 1.2(j) of Appendix A to Exhibit J (Form of Independent Engineer Agreement)	
4	Additional Services	Please see Hourly Rates Table Below.
	Rates for additional services	
5	Disbursements Capped Fee	\$0
	Independent Engineer may invoice up to a maximum capped fee for any disbursements, as defined in Appendix B to Exhibit J (Form of Independent Engineer Agreement).	
6	Travel Capped Fee	\$50,000
	Independent Engineer may invoice up to a maximum capped fee for any travel	
7	Taxes	Yes
	Confirm if applicable taxes will be charged in addition to the fees for items 1 through 7.	
8	Assumptions	Please see Assumptions Below
	Clearly identify any assumptions that your pricing is based upon	



SCHEDULE OF HOURLY RATES

ROLE	RATE
BTY US LLC	
Consultant	\$150
Intermediate	\$175
Director	\$225
Dispute Manager	\$250
Ascent Engineering (MEP)	
Principal	\$220
Project Manager	\$185
Professional Engineer	\$170
Senior Engineer	\$170
Commissioning Engineer	\$165
Construction Administrator	\$150
Junior Engineer	\$120
CADD Draftsperson/Technician	\$95
Administrative	\$70
Rathgeber/Goss Associates (Structural)	
Principal	\$225
Project Manager	\$175
Senior Engineer	\$150
Design Engineer	\$125
Construction Observer	\$125
Revit Modeler	\$125
CAD Draftsperson	\$105
Administrative/Clerical	\$65

ROLE	RATE
Sustainable Building Partners (Sustainability)	
Director of Building Performance	\$195
Commissioning Team Manager	\$185
Sustainable Program Manager	\$160
Building Performance Manager	\$145
Sr. Commissioning Engineer	\$130
Residential Programs Manager	\$125
Commissioning Engineer	\$115
Building Performance Engineer	\$110
Sustainable Program Specialist	\$100
Building Performance Specialist	\$100
Commissioning Analyst	\$95
Building Performance Analyst	\$90
Sustainable Program Analyst	\$80



ASSUMPTIONS

Our fee reflects our general understanding of the Independent Engineer scope of works for the certification services described within Exhibit J, Independent Engineer Agreement including Appendix A and as otherwise described.

We would welcome the opportunity to further discuss the assumptions that we have made in this scope of service. Fundamentally, we have included a licensed architectural, structural, sustainability, mechanical and electrical design, and engineering professionals to undertake detailed conformance and compliance checks throughout design and construction phases.

We assume, though it is not explicitly stated, that the Independent Engineer certification will be required to be signed by a Maryland registered design professional. This scope and fee therefore facilitate this main assumption.

Further, please note the following:

DESIGN REVIEWS:

1. Due to the current COVID pandemic, we assume that all project related meetings up and through 65% Design Review Meeting will be executed virtually.
2. In accordance with Exhibit J, parts 4.1.2.4 & 5 we assume three (3) Design Reviews. The above noted reviews will be executed at the 35%, 65% and 95% Construction Document Submissions.
3. Structural Design Peer Reviews will be executed at the 35%, 65% and 95% Construction Document Submissions in accordance with Exhibit J, parts 4.1.2.4 & 5.
4. No cost estimates will be reviewed, as this is a fixed price contract.

CONSTRUCTION ADMINISTRATION REVIEWS:

5. We assume that site visits during construction will be executed on a monthly basis by architectural, structural and MEP engineering specialists.
6. We assume that due to the current COVID pandemic, construction progress meetings will be executed virtually.
7. We assume final punch list reviews will involve an initial review and a single follow-up review. We also assume that no more than five (5) initial reviews will be executed per building.
8. RFP notes in the Construction Phase that the IE will conduct "inspections". Please note that due to professional liability insurance requirements the A/E is not permitted to "inspect" but will "review" construction for general conformance with the Final Construction Documents.
9. We assume that our team's review of Commissioning will be limited to review of the final commissioning documentation including the Commissioning Plan created and provided by the developer. We assume that review of commissioning does not include on-site oversight (witnessing) of commissioning activities.
10. Review of structural shop drawings is limited to a single review of only the structural steel framing, concrete mix designs, and rebar submittals.
11. We assume that submittals and shop drawings will be reviewed and approved by the Developer prior to being submitted for review by the Architect, MEP Engineer and/or Structural Engineer. As such, we assume no more than two reviews for each submittal.
12. Scope excludes disputes and materials testing by the IE, except on request.



PROPOSAL

Prince George's County Public Schools

APPENDICES

Appendix I: Curricula Vitae

Appendix II: Insurance Certificates



APPENDIX I

BTY Curricula Vitae



GEORGE BIGHAM, DIRECTOR | PROJECT LEAD

MCSM, AC.

George is a Director at BTY with over 25 years' experience in the construction industry. His principal area of expertise is construction productivity and scheduling. George serves as a scheduling consultant in the creation, review, analysis, and claim building areas regarding construction scheduling. He works with owners, designers, contractors, financial institutions, investors, students, and public agencies to ensure that every stakeholder is accounted for during his work. With exposure to various project types and delivery methods, George provides expert services to multiple built environment stakeholders.

EDUCATION

- Ph.D. Candidate, Technology Mgmt., Indiana State University
- Master, Construction Science and Mgmt., Clemson University
- B.S., Architecture, Kent State University
- International Studies, Dante Allegheri, Italy

PROFESSIONAL MEMBERSHIPS

- AIC AC Certification
- American Institute of Architects, Associate Member
- National Association of Home Builders, Member

AREAS OF EXPERTISE

- Scheduling
- Project Management

PROJECT EXPERIENCE

- Purdue University Student Housing, West Lafayette, IN
- Greenville County School District, Greenville County, SC
- Hollis Academy, Greenville, SC
- La Guardia Central Terminal Building Replacement, New York, NY
- St. Paul's Hospital Preliminary Schedule, Vancouver, BC
- Winnipeg Road Improvements, Winnipeg, MB
- Long Beach Courthouse, Long Beach, CA
- State Street Redevelopment, West Lafayette, IN
- Greenville Water Systems, Traveler's Rest, SC
- Coastal Construction Group, Multiple Estimate Compilation, Myrtle Beach, SC
- Ocean Keys Development, Myrtle Beach, SC
- OPP Modernization Project (Phase 2), Ontario
- Centre Hospitalier de l'Université de Montréal (Phase 2), Montréal, QC
- New Toronto Courthouse, ON
- East Rail Maintenance Facility, Whitby, ON



LOUIS GUILBEAUT, PROJECT OVERSIGHT & BACK UP LEAD

Louis is a Director with over 25 years of experience. Louis possesses the knowledge, experience, and confidence to engage and professionally interact design professionals, the Construction Manager, and trades, while ensuring the project is completed to the specification, on time and within budget. He has successfully completed his LEAN Green and Yellow Belt certification and Project Management Certificate Courses.

Louis possesses a proven track record of providing best value solutions for the client, driven leadership, and the ability to consistently deliver in high-pressure deadline driven environments.

He believes in a “hands-on” approach and has worked on projects ranging in value from \$50,000 to \$350 million in various roles ranging from Project Principal, Senior Project Manager, and Specialty Consultant. His career spans a wide range of industries such as the municipal, education, arts/entertainment, healthcare, and aviation sectors working for both public authorities and private firms.

EDUCATION & CERTIFICATIONS

- Project Management Certificate, Algonquin College
- LEAN Yellow and Green Belt Certification, Algonquin College
- ISO 9001; Internal Auditor Certification
- Construction Cost Estimating Certificate, Ottawa Construction Association
- GIS Technician, Algonquin College

PROJECT EXPERIENCE

- Dufferin-Peel Catholic District School Board Vendor of Record - Mechanical & Electrical Upgrades – 38 Elementary School Projects, Peel Region, ON, Canada
- University of Saskatchewan Collaborative Science and Research Building, Saskatoon, SK, Canada
- University of Saskatchewan Livestock and Forage Centre for Excellence, Saskatoon, SK, Canada
- University of Saskatchewan PET CT and One Health Facility, Saskatoon, SK, Canada
- University of Saskatchewan Cyclotron Facility, Saskatoon, SK, Canada
- University of Saskatchewan Livestock and Forage Centre for Excellence, Saskatoon, SK, Canada
- York University Markham Centre, Markham, ON, Canada
- Royal Ontario Museum, Toronto, ON, Canada
- Conexus Headquarters Building, Regina, SK, Canada
- Douglas College, Vancouver, BC, Canada

AREAS OF EXPERTISE

- Stakeholder Coordination
- Contract Negotiation
- Constructability Review
- Design Team Management
- Regulatory Compliance
- Risk Management
- Project Governance
- Procurement Model Selection
- Change Management
- Master Budget & Schedule Development



JOANNE HENSON, DIRECTOR | DISPUTE RESOLUTION EXPERT

MRICS, PQS, LEED AP

Joanne is a Director at BTY and has more than 20 years of experience in the construction industry. She has provided professional advisory services including Cost Estimating, Progress and Milestone Payment Certification, Contractual Compliance, Construction Monitoring and Risk Identification, and Schedule Validation, and other governance advisory services on numerous traditional design-build and public-private partnership projects across Canada. She also brings experience in Technical Due Diligence, Dispute Resolution, Independent Certifier and Expert Witness services for clients in the public and private sectors on large-scale infrastructure projects across North America and internationally.

Joanne is one of the most experienced Construction Advisory experts in Canada and has successfully helped clients to complete some of Canada's most complex and challenging healthcare infrastructure projects. She is currently leading BTY's team on the Eglinton Crosstown LRT, the Finch West LRT and the Highway 427 Expansion Project. Other projects that Joanne has recently led Construction, Engineering and Procurement contract performance validation mandates include the McGill University Health Centre - Glen Campus project, Centre for Addiction and Mental Health Phase 1B ; the Ottawa LRT Project, the East Rail MSF; the EDC Borden Data Centre; and Waterfront Toronto's Port Lands Flood Protection project

EDUCATION

- Bachelor of Science (Honours) in Quantity Surveying, Nottingham Trent University, UK
- ONC in Building Studies, Sheffield College, Sheffield, UK

PROFESSIONAL MEMBERSHIPS

- Canadian Institute of Quantity Surveyors (PQS)
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

PROJECT EXPERIENCE

- Providence Care Hospital, Kingston, ON
- EDC Borden Data Centre, Barrie, ON
- Eglinton Crosstown LRT, Toronto, ON
- Highway 427 Expansion, Various Cities, ON
- VivaNext Rapid Bus Transit, North York, ON
- Mackenzie Vaughan Hospital, Vaughan, ON
- Centre for Addiction and Mental Health Phase 1B, Toronto, ON
- Finch West LRT, Toronto, ON
- Mirvish Village, Toronto, ON
- Vancouver House, Vancouver, BC
- Kitsilano Secondary School Seismic Upgrades, BC
- Single Residence Occupancy Housing, BC
- BC Children's and Women's Hospital Phase 2, Vancouver, BC
- North Island Hospitals Project, Campbell River, BC
- Wastewater Treatment Plant, Caribbean
- Social Housing Bundle 1, Ireland
- Stanton Territorial Hospital, Yellowknife, NT
- McGill University Health Centre, Montréal, QC

AREAS OF EXPERTISE

- Cost and Risk Management
- Public Private Partnerships
- Technical Due Diligence
- Risk and Governance Advisory
- Payment Certification
- Dispute Resolution Processes
- Expert Witness Design-Build Procurement

KEN WHITE

VICE PRESIDENT



Education

Bachelor of Architecture, Virginia Polytechnic Institute and State University

Certifications

BCOM CPSM Certificate of Training

Memberships

Association for Learning Environments (A4LE)

Experience

Architecture, Inc. experience: 31 years

As Vice President of Architecture, Incorporated, Ken has more than 30 years of experience in architectural design and project management. He has an extensive portfolio in education design and takes great pride in delivering work of unparalleled quality. His ability to focus on meeting the needs of each individual client is apparent from project inception to completion, and his detail-oriented approach is reflected in his ability to produce innovative yet cost-effective designs. Ken's experience in the education sector ranges from feasibility studies and small additions; to new prototypical schools and complex multi-phase, occupied renovations and additions. His leadership style and philosophy towards project management mirrors that of a true educator. Through close partnership and effective communication, Ken leads dynamic teams to deliver projects of the highest quality.

K-12 Education Experience

MCPS - MARYVALE ELEMENTARY SCHOOL / CARL SANDBERG LEARNING CENTER

Rockville, MD

Role: Principal-in-Charge

Architectural services for new 165,000 sf school collocation on existing school site, providing each with dedicated classrooms, gyms, cafeterias, and support areas.

MCPS - CARL SANDBURG LEARNING CENTER FEASIBILITY STUDY

Rockville, MD

Role: Principal-in-Charge

Feasibility study to explore modernizing or replacing the existing school facility while adding new program spaces and a consultation center.

MCPS - SARGENT SHRIVER ELEMENTARY SCHOOL

Silver Spring, MD

Role: Project Manager

Architecture and interior design for 45,000 sf comprehensive renovation and addition including multiple classroom wings, media center, gymnasium, kitchen, and administration area.

LCPS - MADISON'S TRUST ELEMENTARY SCHOOL

Brambleton, VA

Role: Principal-in-Charge

Architecture and interior design services for new 106,000 sf prototypical K-5 two story elementary school featuring a central education courtyard.

LCPS - NEW HS PROTOTYPE DESIGN

Role: Project Manager

Concept design for a new prototypical two-story, 290,000 sf high school centered on an interior town square commons with two floors of radiating classroom corridors, arts, and athletics.

LCPS - CARDINAL RIDGE ELEMENTARY SCHOOL

Centreville, VA

Role: Principal-in-Charge

Architecture and interior design services for new 106,000 sf prototypical K-5 two story elementary school featuring a central education courtyard.

FRIENDSHIP PUBLIC CHARTER SCHOOL - TECH PREP ACADEMY

Washington, DC

Role: Quality Control

Architectural and interior design services for new 80,000 sf technical school equipped with 27 classrooms, specialty science labs, and large collaborative learning spaces in LEED design.

RCPS - FACILITY STUDY

Rockingham County, VA

Role: Principal-in-Charge

Assessment study of seven public school facilities to evaluate current conditions, potential renovations, as well as costs and timelines for the proposed renovations, additions, and new construction.

BRAD PIERCE

AIA, LEED AP

SENIOR PROJECT MANAGER



Brad is a Senior Project Manager at Architecture, Incorporated known for his innovative design and ability to develop unique solutions to project challenges. Brad brings over 31 years of experience to the team, which is reflected in his detail-oriented and client-focused approach. With expertly refined communication and time management skills, he is able to perform at the highest level – no matter the scope of the project. From newly constructed buildings to complex phased renovations, Brad maintains the highest standards in design to exceed client expectations. Focusing on architectural design for educational environments throughout his career, Brad has successfully navigated the nuances and evolution of the market, establishing himself as a design leader in the K-12 sector. Brad develops community focused solutions for each unique project, and always designs with the students in mind.

K-12 Education Experience

Education

BA, Virginia Polytechnic Institute and State University

Licenses

Registered Architect, Virginia

Certifications

LEED Accredited Professional BD+C

Memberships

American Institute of Architects (AIA)
Association for Learning Environments (A4LE)

Experience

Architecture, Inc. experience: 3 years
Previous experience: 29 years

MCPS – MARYVALE ELEMENTARY SCHOOL / CARL SANDBERG LEARNING CENTER

Rockville, MD

Role: Project Manager

Architectural services for new 165,000 sf school collocation on existing school site, providing each with dedicated classrooms, gyms, cafeterias, and support areas.

LCPS - NEW HS PROTOTYPE DESIGN

Loudoun County, VA

Role: Project Architect

Concept design for a new prototypical two-story, 290,000 sf high school centered on interior town square commons with two floors of radiating classroom corridors, arts, and athletics.

LCPS - FACILITY ASSESSMENT STUDY

Loudoun County, VA

Role: Project Manager

Architectural services for capacity assessments and site analysis of 29 elementary, middle and high school facilities providing individual site assessments and improvement recommendations.

FAIRFAX CHRISTIAN SCHOOL

Vienna, VA

Role: Quality Control

Architecture and interior design for new 47,390 sf, two-story K-12 independent school comprising classrooms, multi-use hall, music rooms, gym, and admin area.

FCPS – WEST SPRINGFIELD HIGH SCHOOL

West Springfield, VA

Role: Quality Control

Architecture and interior design services for 288,000 sf of renovations and 110,000 sf of additions comprising 18 new chemistry, biology, physics, and earth science labs.

LCPS – WAREHOUSING STUDY

Loudoun County, VA

Role: Project Manager

Programming study to assess the current and projected warehouse storage and shop needs for LCPS services and future growth.

RCPS - ROCKINGHAM ACADEMY

Harrisonburg, VA

Role: Project Manager

Architectural services for new one-story, 21,000 sf alternative learning middle and high school including classrooms, tech shop, computer lab, teaching kitchen, and multi-purpose gym/cafe/tertia.

RCPS – PLEASANT VALLEY ELEMENTARY SCHOOL

Harrisonburg, VA

Role: Quality Control

Architecture and interior design services for 45,000 sf comprehensive renovation including media center, ADA upgrades, facade repairs, and a 1,700 sf addition.

BRIAN ULBRICH

SENIOR ASSOCIATE



Brian is a Senior Associate at Architecture, Incorporated with over 28 years of experience delivering projects of exceptional quality. His work explores the intersection of revitalization and cost-effective design in education. With a broad portfolio of work in the K-12 sector, Brian's experience spans numerous counties, project types, and includes both mainstream and alternative learning facilities. His crisp approach to project management provides room for creativity and collaboration in design while maintaining timely and cost effective delivery on projects ranging from multi-phase renovations and additions to comprehensive renewals to new construction. Brian's thorough understanding of the unique and varied needs of modern classrooms and curriculums, paired with close client partnership throughout the course of a project produce design with longevity and impact for the community.

K-12 Education Experience

Education

Master of Architecture, Virginia Polytechnic Institute and State University
Bachelor of Arts, Architectural History, University of Pittsburgh

Memberships

Association for Learning Environments (A4LE)

Experience

Architecture, Inc. experience: 25 years
Previous experience: 3 years

MCPS – MARYVALE ELEMENTARY SCHOOL / CARL SANDBERG LEARNING CENTER

Rockville, MD

Role: Production Coordinator

Architectural services for new 165,000 sf school collocation on existing school site, providing each with dedicated classrooms, gyms, cafeterias, and support areas.

DCPS – BRENT ELEMENTARY SCHOOL

Washington, DC

Role: Project Manager

Architecture and interior design for 45,000 sf renovation and addition comprising an administration wing, main entry, technology upgrades, expanded first floor classrooms, and new casework.

FCPS – TERRASET ELEMENTARY SCHOOL

Reston, VA

Role: Project Manager

Architecture and interior design services for 70,000 sf phased renovation of program space and 34,000 sf addition comprised of a new entryway, library, classrooms, pedestrian bridge, and fine a

FCPS – WEST SPRINGFIELD HIGH SCHOOL

West Springfield, VA

Role: Production Coordinator

Architecture and interior design services for 288,000 sf of renovations and 110,000 sf of additions comprising 18 new chemistry, biology, physics, and earth science labs.

FCPS – ANNANDALE TERRACE ELEMENTARY SCHOOL

Annandale, VA

Role: Project Manager

Architecture and interior design for 104,000 sf comprehensive renovation and addition providing a new library, classrooms, and administrative spaces.

DCPS - COOLIDGE HIGH SCHOOL

Washington, DC

Role: Production Coordinator

Architecture and interior design services for 183,250 sf of phased renovations, additions, and modernization of the existing school, as well as improvements to the athletic facilities and school grounds.

FCPS – LANIER MIDDLE SCHOOL

Fairfax, VA

Role: Draftsman

Architecture and interior design for 112,000 sf renovation and 70,000 sf addition including comprehensive aesthetic and systems updates to accommodate increasing enrollment.

FCPS – WEST POTOMAC HIGH SCHOOL

Alexandria, VA

Role: Draftsman

Architecture and interior design services for 337,000 sf modernization including comprehensive renovations to existing facilities including finishes, ADA upgrades, and a 54,000 sf addition.

KIMBERLY BELFOUR

AIA, NCARB, LEED AP, ALEP

PROJECT ARCHITECT



Kimberly is a seasoned architect with a penchant for being on the cutting edge of technical design. As a Senior Project Manager at Architecture, Incorporated, Kimberly's sharp management style propels teams of designers from schematic design through construction administration. She has experience in the design of a wide variety of project types with a primary focus on K-12 education design. Her work is about sustainability and redeveloping education facilities. In addition to her innate design abilities, Kimberly's technical expertise makes her an invaluable asset to our firm's pursuit of efficiency and collaboration in design. She participates in the production of our BIM Manual and frequently leads in-house Revit training sessions. Kimberly's commitment to excellence in design, efficiency in production, and close collaboration with clients has made her a leader in revitalizing the K-12 landscape in Northern Virginia.

K-12 Education Experience

Education

Bachelor of Architecture, Hampton University
Bachelor of Science - Architecture, University of Maryland

Licenses

Registered Architect, Maryland
Registered Architect, Virginia

Certifications

Accredited Learning Environment Planner (ALEP)
LEED Accredited Professional (LEED AP)
National Council of Architectural Registration Board (NCARB)

Memberships

American Institute of Architects Member (AIA)
Association for Learning Environments (A4LE)
United States Green Building Council (USGBC)

Experience

Architecture, Inc. experience: 6 years
Previous experience: 26 years

LCPS – MADISON'S TRUST ELEMENTARY SCHOOL (ES-27)

Brambleton, VA

Role: Project Architect

Architecture and interior design services for new 106,000 sf prototypical K-5 two story elementary school featuring a central education courtyard.

LCPS – CARDINAL RIDGE ELEMENTARY SCHOOL

Centreville, VA

Role: Project Architect

Architecture and interior design services for new 106,000 sf prototypical K-5 two story elementary school featuring a central education courtyard.

DCPS - COOLIDGE HIGH SCHOOL

Washington, DC

Role: Project Architect

Architecture and interior design services for 183,250 sf of phased renovations, additions, and modernization of the existing school, as well as improvements to the athletic facilities and school grounds.

FCPS – ANNANDALE TERRACE ELEMENTARY SCHOOL

Annandale, VA

Role: Project Architect

Architecture and interior design for 104,000 sf comprehensive renovation and addition providing a new library, classrooms, and administrative spaces.

FCPS – BELLE VIEW ELEMENTARY SCHOOL

Alexandria, VA

Role: Project Architect

Architecture and interior design services for 19,500 sf addition and 76,000 sf comprehensive phased renovation aligning the school's interior with the county's program requirements.

FCPS – WEST SPRINGFIELD HIGH SCHOOL

West Springfield, VA

Role: Project Architect

Architecture and interior design services for 288,000 sf of renovations and 110,000 sf of additions comprising 18 new chemistry, biology, physics, and earth science labs.

LCPS – FACILITY STUDY

Loudoun County, VA

Role: Project Architect

Architectural services for capacity assessments and site analysis of 22 elementary, middle, and high school facilities providing individual site assessments and improvement recommendations.

LCPS – NEW HIGH SCHOOL PROTOTYPE DESIGN

Loudoun County, VA

Role: Project Designer

Concept design for a new prototypical two-story, 290,000 sf high school centered on interior town square commons with two floors of radiating classroom corridors, arts, and athletics.

ELIZABETH A. PARADINE

AIA, LEED AP

SENIOR ASSOCIATE



Liz is a Senior Associate at Architecture, Incorporated with over 25 years of experience designing and managing projects of all scopes and sizes. Through the lifecycle of each project, from preliminary design through construction administration, Liz provides unparalleled attentiveness and communication to clients. Her dependable and steady presence makes her an invaluable asset to the project team. By working with many regional school districts through the years, Liz has established close connections with education officials and clients, maximizing her expertise in the Education sector. Liz's versatile background enables her to occupy a variety of roles, and effectively coordinate with all team members, including sub-consultants and construction professionals. Liz quietly upholds quality standards by seamlessly incorporating them into her project management approach, and has established herself as a key member of our educational practice.

K-12 Education Experience

Education

Bachelor of Architecture, Virginia Polytechnic Institute and State University

Licenses

Registered Architect, Virginia

Certifications

LEED Accredited Professional

Memberships

American Institute of Architects (AIA)
Association for Learning Environments (A4LE)

Experience

Architecture, Inc. experience: 21 years
Previous experience: 5 years

FCPS – WEST SPRINGFIELD HIGH SCHOOL *West Springfield, VA*

Role: Project Architect

Architecture and interior design services for 288,000 sf of renovations and 110,000 sf of additions comprising 18 new chemistry, biology, physics, and earth science labs.

FCPS – W.T. WOODSON HIGH SCHOOL *Fairfax, VA*

Role: Project Architect

Architecture and interior design for 310,000 sf comprehensive renovation and 75,000 sf addition comprising a new science wing, weight room, dance studio, and locker rooms.

DCPS – BRENT ELEMENTARY SCHOOL *Washington, DC*

Role: Project Architect

Architecture and interior design for 45,000 sf renovation and addition comprising an administration wing, main entry, technology upgrades, expanded first floor classrooms, and new casework.

DCPS – JANNEY ELEMENTARY SCHOOL *Washington, DC*

Role: Project Architect

Architectural services for the modernization of a 40,000 sf brick-clad historic school and a 40,000 sf addition of cast concrete, glass, and metal light shelves.

FCPS – BELLE VIEW ELEMENTARY SCHOOL *Alexandria, VA*

Role: Project Architect

Architecture and interior design services for 19,500 sf addition and 76,000 sf comprehensive phased renovation aligning the school's interior with the county's program requirements.

FCPS – GRAHAM ROAD ELEMENTARY SCHOOL AT DEVONSHIRE *Falls Church, VA*

Role: Project Architect

Architecture and interior design services for 38,000 sf addition and 43,000 sf renovation including comprehensive aesthetic and systems updates to accommodate increasing enrollment.

FCPS – ORANGE HUNT ELEMENTARY SCHOOL *Springfield, VA*

Role: Project Manager

Architecture and interior design services for 60,600 sf of renovations and 20,000 sf of additions comprising seventeen classrooms and a media center.

FCPS – WEST POTOMAC HIGH SCHOOL *Alexandria, VA*

Role: Project Manager

Architecture and interior design services for 337,000 sf modernization including comprehensive renovations to existing facilities including finishes, ADA upgrades, and a 54,000 sf addition.



BENJAMIN C. LINKOUS, PE, LEED AP

**PRESIDENT
ELECTRICAL ENGINEER / PRINCIPAL-IN-CHARGE**



QUALIFICATIONS

Virginia Tech / BS / 2000 Electrical Engineering

Professional Engineer Licenses:

Maryland - 2014
Virginia - 2004
District of Columbia - 2016
Florida - 2018
Louisiana - 2018
Georgia - 2018
Minnesota - 2018

Benjie graduated from Virginia Tech in 2000 with a Bachelor of Science degree in Electrical Engineering. He joined the firm in 2001 and acquired his Professional Engineer's licensure in 2004. Following that, he became a LEED Accredited Professional. He has over 16 years of experience.

PROFESSIONAL EXPERIENCE

2001 - Current
Ascent Engineering Group, Inc.

EXPERIENCE

Benjie has worked on numerous project types in his tenure at the firm. His role in these projects has been multi-faceted, from principal-in-charge to project manager, designer, and construction administration. Because of this, he is well qualified to service any project and in any role needed.

PROJECT EXPERIENCE

Montgomery County Public Schools (Maryland)

Maryvale Elementary School / Carl Sandburg Learning Center - New Construction
North Bethesda Middle School - Addition/Renovations
Silver Creek Middle School (Bethesda-Chevy Chase Middle School #2)

Prince William County Schools

Lake Ridge Middle School - Renovations and Addition
Saunders Middle School
Independence Nontraditional School

Loudoun County, VA

3 Classroom Additions for 6 Elementary Schools
Arcola Elementary School - New Construction
Cardinal Ridge Elementary School - New Construction
Buffalo Trail Elementary School - New Construction
Loudoun County Elementary School - Prototype Revision (LEED)
Lucketts Elementary School - Lighting Replacement
Madison's Trust Elementary School - New Construction
Seneca Ridge Middle School - New Construction; Additions/Renovations
S. Weller Elementary School - New Construction - Prototype Updates
Sterling Middle School - Additions and Renovations
Sycolin Creek Elementary School - New Construction
Tuscarora High School - New Construction

Spotsylvania County, VA

Chancellor Middle School - Technology Upgrades
Chancellor High School - Technology Upgrades
Courtland High School - Technology Upgrades
Livingston Elementary School - HVAC Upgrades
Livingston Elementary School - Fire Alarm Replacements
Robert E. Lee Elementary School - Fire Alarm Replacements

Louisa County, VA

Louisa County High School - Rebuild



DAVID L. ROLLER, PE, LEED AP

MECHANICAL ENGINEER / MECHANICAL DEPARTMENT HEAD



QUALIFICATIONS

Virginia Tech / BS / 1985
Mechanical Engineering

Professional Engineer Licenses:

Maryland - 2013
Virginia - 2002
District of Columbia - 2016
North Carolina - 2012

PROFESSIONAL EXPERIENCE

2000 - Current
Ascent Engineering Group, Inc.

Affiliations - American Society of
Heating, Refrigeration, and Air
Conditioning Engineers

EXPERIENCE

Dave joined the firm in 2000 and serves as the Mechanical Department Head. He is a licensed Professional Engineer, specializing in Mechanical Design Engineering, Energy Management, Project Management, and Construction Administration.

He has worked on numerous project types in his tenure at the firm. His role in these projects has been multi-faceted, from principal-in-charge to project manager, designer, and construction administration. Because of this, he is well qualified to service any project and in any role needed.

RELEVANT EXPERIENCE

Montgomery County Public Schools (Maryland)

Maryvale Elementary School / Carl Sandburg Learning Center - New Construction
North Bethesda Middle School - Addition/Renovations
Silver Creek Middle School (Bethesda-Chevy Chase Middle School #2)

Prince William County, VA

Independence Nontraditional School - New Construction

Loudoun County, VA

Buffalo Trail Elementary School - New Construction
Cardinal Ridge Elementary School
John Champe High School - Modular Classrooms
Kenneth W. Culbert Elementary School
Madison's Trust Elementary School
Loudoun County Schools -
 High Performance Schools Study
 6 High School Administrative Office Renovations
Loudoun County Storage Room Conversions
Loudoun Middle School - Art Additions and Renovations to Four Schools
Rosa Lee Carter Elementary School
Seneca Ridge Middle School
Stuart Weller Elementary School
Tuscarora High School
Woodgrove High School

Fauquier County Schools

Claude Thompson Elementary School - Additions and Renovations
Coleman Elementary School - Rooftop HVAC Unit Replacements
Greenville Elementary School #11 - New Construction
Kettle Run High School - New Construction
Pearson Elementary School - Rooftop HVAC Unit Replacements

Louisa County Schools

Louisa County High School - Rebuild



RANDALL O. SPENCER, PE, RCDD

**IT SYSTEMS DEPARTMENT HEAD,
ELECTRICAL ENGINEER**



QUALIFICATIONS

Old Dominion University / BS /
1988 / Electrical Engineering and
Computer Science

Professional Engineer Licenses:

Maryland - 2016
Virginia - 2006
Minnesota - 2018
Louisiana - 2018
Georgia - 2018

Randy graduated from Old Dominion University in Electrical Engineering and Computer Science in 1988 with a Bachelor of Science degree. He is a registered Professional Engineer in Virginia (2007) and a Registered Communications Distribution Designer (RCDD). He joined Ascent in 1993.

PROFESSIONAL EXPERIENCE

1993 - Current
Ascent Engineering Group, Inc.
1985 - 1993
Newport News Shipbuilding &
Drydock, Inc.

EXPERIENCE

Randy has experience with new construction, additions, and renovations for educational facilities in both the K-12 public school and college/university levels. Other experience includes public libraries, airport renovations, data centers, black box theatres and police stations (state of the art technology for support systems, investigative services, and forensics).

PROJECT EXPERIENCE

Montgomery County Public Schools (Maryland)

Maryvale Elementary School / Carl Sandburg Learning Center - New Construction
North Bethesda Middle School - Addition/Renovations
Silver Creek Middle School (Bethesda-Chevy Chase Middle School #2)

Charles County Schools (Maryland)

Theodore G. Davis Middle School - New Construction

Loudoun County Schools

Blue Ridge Middle School - Additions and Renovations
Buffalo Trail Elementary School - New Construction
Goshen Post Elementary School - New Construction
Lucketts Elementary School - Addition
Freedom High School - 4 Modular Classrooms
Loudoun County High School - NJROTC Building
Loudoun County Schools -
Full Data Upgrades, 48 schools
Safety & Security / Transportation Facility - Emergency Generator Upgrade
Security Vestibules
North Star Alternative School - New Construction
Round Hill Center - Renovations

Prince William County Schools

Lake Ridge Middle School - Renovations and Addition
Saunders Middle School

Culpeper County Schools

Eastern View High School - Data/Audio Visual System; AV Pathways; PA System

Frederick County Schools

Elementary School #12

Stafford County Schools

A.G. Wright Middle School - Computer Lab Changes; New Generator
Drew Middle School - Addition
Stafford County Schools -
Full Data Upgrades
Pupil Transportation
Stafford County School Board - Renovation
VoIP Study

Spotsylvania County Schools

Generator Upgrades, 11 schools
Lighting Upgrades, 6 schools
Technology Upgrades, 13 schools



RANDALL W. DANIELS

**VICE PRESIDENT OF OPERATIONS
PLUMBING / FIRE PROTECTION ENGINEER**



QUALIFICATIONS

Virginia Tech / BS / 1991 Building Construction

Randy is a specialist in Plumbing and Fire Protection, Design Engineering, Project Management, Construction Administration, and Cost Estimating. He has been with Ascent for more than 30 years.

PROFESSIONAL EXPERIENCE

1985 - Current
Ascent Engineering Group, Inc.

EXPERIENCE

With more than 30 years experience, Randy has worked on projects that range from educational to municipal and healthcare. His role has varied from project manager, cost control liaison, and construction administration. Randy has experience with implementation of all MEP trades; however, he specialized in all aspects of plumbing and fire protection. Because of this, he is well qualified to service any project type from design through construction.

PROJECT EXPERIENCE

Montgomery County Public Schools (Maryland)

Maryvale Elementary School / Carl Sandburg Learning Center - New Construction
North Bethesda Middle School - Addition/Renovations
Silver Creek Middle School (Bethesda-Chevy Chase Middle School #2)

Prince William County Schools

Lake Ridge Middle School - Renovations and Addition
Saunders Middle School

Loudoun County Schools

Belmont Station Elementary School
Blue Ridge Middle School - Additions and Renovations
Buffalo Trail Elementary School
Cardinal Ridge Elementary School
Catoclin Elementary School - 3 Classroom Addition
Creighton's Corner Elementary School
Goshen Post Elementary School - New Construction
Hutchison Farm Elementary School
Leesburg Elementary School
Legacy Elementary School - New Construction
Liberty Elementary School
Loudoun County Public Schools - Round Hill Center
Loudoun Middle School - Art Additions and Renovations to Four Schools
Security Vestibules for 60+ Schools
Lucketts Elementary School - Addition
Madison's Trust Elementary School - New Construction
Pinebrook Elementary School
Potowmack Elementary School
Round Hill Elementary School - Four Classroom Addition
Seneca Ridge Middle School - Additions and Renovations
Sterling Middle School - Additions and Renovations
Sycolin Creek Elementary School
Park View High School - Alterations/Addition; Science/Art Room Renovations
Tuscarora High School - New Construction
Waxpool Elementary School - New Construction

Spotsylvania County, VA (Multiple Open-End Contracts)

Berkeley Elementary School
Massaponax High School - Addition
Ni River Middle School - Boiler and Domestic Water Replacement

JUSTIN T. DOMIRE, P.E.

RATHGEBER/GOSS ASSOCIATES

STRUCTURAL ENGINEER

PRINCIPAL-IN-CHARGE



YEARS OF EXPERIENCE: 17

YEARS WITH FIRM: 16

EDUCATIONAL BACKGROUND:

Bachelor of Architectural Engineering, Struct. Option,
2003, Penn State University

PROFESSIONAL REGISTRATION:

Maryland, Virginia, Washington, DC

PROFESSIONAL SERVICE:

Member of American Institute of Steel Construction
Member and Past Chairman, Structural Engineers Association of Metropolitan Washington
Member of American Institute of Concrete Construction

DESIGN AWARDS:

2009 Honorable Mention Award for Design Excellence - Fairfax County Exceptional Design Awards Program

Woodson High School, Fairfax, VA

2011 Outstanding Project Award - Structural Engineers Assoc. Metro. Washington

2175 K Street, NW, Washington, DC

2014 Merit Award - Structural Engineers Association of Metropolitan Washington

Graham Road Elementary School at Devonshire, Fairfax County, Virginia

EMPLOYMENT HISTORY:

Struc. Engineer 2004-11, Principal 2012-Present, Rathgeber/Goss Associates, Rockville, MD
Structural Design Engineer 2003-04, HLM Design Associates, Bethesda, MD

RELEVANT EXPERIENCE:

NORTHWOOD HIGH SCHOOL

919 University Boulevard, Silver Spring, MD

Principal-in-charge of new, 367,000 square foot, four story replacement school.

TILDEN MIDDLE SCHOOL/ROCK TERRACE SCHOOL

6300 Tilden Lane, Rockville, MD

Principal-in-charge of new, 244,000 square foot, three story replacement school.

BETHESDA CHEVY CHASE MIDDLE SCHOOL (SILVER CREEK)

3701 Saul Road, Kensington, MD

Principal-in-charge of new, 165,000 square foot, three story replacement school.

GAITHERSBURG HIGH SCHOOL

101 Education Boulevard, Gaithersburg, MD

Project Manager for 420,000 square foot, three story replacement school, renovation of 1,000 seat auditorium, and vertical classroom addition to existing classroom building.

WEST SPRINGFIELD HIGH SCHOOL

6100 Rolling Road, West Springfield, VA

Project manager for 109,000 square addition and comprehensive renovation of existing 275,000 existing high school.

MICHAEL J. GOSS, P.E.

RATHGEBER/GOSS ASSOCIATES

STRUCTURAL ENGINEER

PRESIDENT/QUALITY CONTROL MANAGER



YEARS OF EXPERIENCE: 43

YEARS WITH FIRM: 29

EDUCATIONAL BACKGROUND:

Bachelor of Civil Engineering, 1975, University of Maryland

PROFESSIONAL REGISTRATION:

P.E. - Alabama, Arkansas, Connecticut, District of Columbia, Delaware, Georgia, Kansas, Maryland, Michigan, Nebraska, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, West Virginia

PROFESSIONAL SERVICE:

Member of Structural Engineering Institute
Member and Past Chairman, Structural Engineers Association of Metropolitan Washington
Member of American Society of Civil Engineers
Member of National Society of Professional Engineers
Member of Post-Tensioning Institute

DESIGN AWARDS:

2008 Merit Award - Structural Engineers Association of Metropolitan Washington and 2010 Merit Award - Arlington County, Virginia Design Awards
Kettler Capitals Iceplex, Arlington, VA

2010 Merit Award - Arlington County, Virginia Design Awards
The Shelton Apartments, Arlington, VA

2011 Outstanding Project Award - Structural Engineers Assoc. Metro. Washington
2175 K Street, NW, Washington, DC

EMPLOYMENT HISTORY:

Structural Engineer/VP/President 1991–2015, Rathgeber/Goss Associates, Rockville, MD
Structural Engineer 1976–1989, Associate 1989–1991, Cagley & Associates, Rockville, MD

RELEVANT EXPERIENCE:

WOODSON HIGH SCHOOL

9252 Main St., Fairfax, VA

Principal-in-charge of multiple additions totaling 104,000 square foot and comprehensive renovation of the existing 300,000 square foot high school

LANIER MIDDLE SCHOOL

3801 Jermantown Road, Fairfax, VA

Principal-in-charge of 60,000 square foot addition and 118,000 square foot renovation

OAKDALE MIDDLE SCHOOL

5810 Oakdale School Road

Quality Control Manager for Design/Build Middle School Addition

PACE WEST SCHOOL

14550 John Marshall Highway, Gainesville, VA

Principal-in-charge of new school



SUSTAINABLE
BUILDING PARTNERS

Theresa Backhus
PLA, LEED AP, SITES AP
Sustainable Programs Manager

EDUCATION

M.E.M. Environmental
Management, DEL
Program

Duke University
2011

Environmental Planning
Graduate Studies

Virginia Tech
2008

B.L.A Landscape
Architectre

Virginia Tech
2004

HISTORY

Sustainable Programs Manager
*Sustainable Building Partners / Fairfax,
VA / July 2017 - present*

Co-Chair

*Sustainable Design PPN - ASLA /
Location / April 2017 - present*

Technical Specialist

*U.S. Green Building Council / Location
/ Feb 2011 - July 2017*

Urban Designer

*HNTB Corporation / Location / Feb
2008 - Feb 2011*

Designer

*LandDesign / Location / April 2005 -
Feb 2008*

ABOUT

Theresa Backhus joined Sustainable Building Partners as Sustainable Programs Manager in July 2017, having been in the design and construction industry since 2004. She is responsible for Sustainable Program team management and resource oversight, as well as project management from conceptual design through construction. She coordinates detailed project drawing reviews for LEED compliance, recommends optimizations for cost-effective, sustainable design elements, develops detailed LEED credit compliance documentation, and liaises with team members to guide the certification process. Having spent almost 7 years at the U.S. Green Building Council, she applies her inside knowledge of LEED rating system development to our consulting projects, providing a valuable and unique perspective to owners and teams. Since joining SBP, Theresa has worked on a variety of project types and green building programs, with a focus on new build projects pursuing LEED certification. She understands the relationships between voluntary green building certifications and mandatory local green codes, and is able to translate complex requirements into implementable solutions for projects of all sizes.

EXPERTISE

Theresa has experience managing over 75 LEED projects (past and present) including offices, schools, government facilities, commercial interiors, retail, multifamily, income-qualified housing, hotels, mixed use, renovations, and existing buildings. She also consults on Enterprise Green Communities projects in Washington, DC and Maryland.

Theresa spent almost 7 years at the U.S. Green Building Council, writing and implementing the LEED rating system, including version 2009, version 4 and the beginnings of v4.1. She uses this expertise to coordinate creative solutions for challenging project scenarios through:

- Facilitating sustainability conversations with design and construction teams;
- Sharing insight into LEED evolution, interpretations, and alternative compliance paths;
- Performing detailed project drawing reviews for compliance verification;
- Providing recommendations for improvements to sustainable design elements;
- Developing submission documentation for most LEED credits;
- Aligning LEED and code requirements.

Theresa also specializes in sustainable stormwater management, site, and water-related requirements, as she has a background in Landscape Architecture.



SUSTAINABLE
BUILDING PARTNERS

Charles Jackson III
PE, PMP, CxA, CEM
Commissioning Team Manager

EDUCATION

B.S. Electrical
Engineering
Drexel University
2005

CERTIFICATIONS

- PE
- PMP
- CxA
- CEM

PROFESSIONAL AFFILIATIONS

- International Code Council (ICC)
- Institute of Electrical and Electronics Engineers
- Maryland Society of Professional Engineers

HISTORY

Commissioning Team Manager
Sustainable Building Partners / Fairfax,
VA / Apr 2019 - Present

Project Manager
Chinook Systems / Arlington, VA / Jan
2017 - Apr 2019

Commissioning Authority/
Project Director
CCG Facilities Integration / Baltimore,
MD / Jul 2013 - Dec 2016

Commissioning Engineer
M.C. Dean / Dulles, VA / Aug 2011 -
Jun 2013

ABOUT

Charles Jackson joined Sustainable Building Partners as Commissioning Team Manager in April 2019, having been in the commissioning industry since 2007. He is responsible for commissioning team management and resource oversight, as well as project management of unique and complex project types. Charles brings over 15 years of experience to the role. He is skilled in the systematic and documented commissioning process to ensure government, commercial, and mission critical infrastructure systems perform efficiently and operate as designed. As a Professional Engineer and a Project Management Professional, he brings the technical expertise as well as the project management foundation to help ensure projects run smoothly and systems are working correctly. His passion for energy efficiency along with the knowledge from being a Certified Energy Manager and Certified Commissioning Authority help bring value to LEED and IGCC projects. His background as a Contractor, Designer, Consultant, and Owner's Rep allows him to have a well-rounded view of the entire construction process ensuring that the clients goals are being met.

PROJECT CREDENTIALS

Charles has experience managing and commissioning a multiple range of projects. His experience includes Mission Critical Facilities, Data Centers, federal, commercial, healthcare, and residential. He has managed large, multi-phase renovation projects, and he understands the complexities involved with swing spaces, outages, partial-testing and phased turnovers. His knowledge of building systems includes HVAC/R, Electrical, Fire Alarm, Fire protection, Security, Telecom, and integrated building technologies. He has experience commissioning in mission critical environments with complex power switching sequences, battery backup, N redundancy and uptime certification.

Notable projects include:

- Marriott International HQ, Bethesda, MD
- Marriott Hotel Bethesda, Bethesda, MD
- 1900 N Street NW, Washington DC
- 500 D Street SW (USAID), Washington, DC
- Ingleside at King Farm, Rockville, MD
- Ingleside at Rock Creek, Washington, DC
- Washington Headquarter Services (WHS) Cx and Code Enforcement Services, Arlington, VA
- DOD East Utility Assessment and Improvement Project, Washington, DC
- South Utility Plant Upgrade, Fort Meade, Md
- Mineral Gap Data Center, Wise, VA
- Chevron North American Data Center, San Antonio, TX
- Ft Benning Martin Army Community Hospital, Ft Benning, GA
- Johns Hopkins Hospital, New Clinical Buildings, Baltimore, MD



APPENDIX II

Insurance Certificates

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

June 1, 2020.

PRODUCER

Westland Insurance Group Ltd.
715 West 16th Avenue
Vancouver B.C. V5Z 1S8

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER AFFORDING COVERAGE

NAIC #

INSURED

BTY Consultancy Group Inc., BTY Management Company Ltd.,
BTY Consulting Inc., BTY US, LLC, BTY International Holdings Inc.
2288 Manitoba Street, Vancouver B.C. V5Y 4B5

INSURER A: **CNA Canada/Continental
Casualty Company**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	MPR2957924	June 5, 2020	June 5, 2021	EACH OCCURRENCE	\$1,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$100,000.	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person)				\$2,500.	
	GEN'L AGGREGATE LIMIT APPLIES PER:	PERSONAL & ADV INJURY				\$1,000,000.	
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$1,000,000.
						PRODUCTS-COMP/OP AGG	\$1,000,000.
A		AUTOMOBILE LIABILITY	MPR2957924	June 5, 2020	June 5, 2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000.
	<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per Person)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per ACCIDENT)				\$	
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
		<input type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS LIABILITY	MPR2957924	June 5, 2020	June 5, 2021	EACH OCCURRENCE	\$9,000,000.
	<input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>	AGGREGATE					
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input type="checkbox"/> RETENTION \$					\$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS- TORY LIMITS	\$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

OPERATIONS INSURED: Engineering Office including Cost Consulting, Quantity Surveying, and Project Monitoring.

BTY location included: 2288 Manitoba Street, Vancouver B.C. V5Y 4B5

CERTIFICATE HOLDER

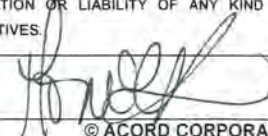
To Whom It May Concern


CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Westland Insurance Group Ltd.



<div>CSIO</div>		<div>CERTIFICATE OF INSURANCE</div>				<div>DATE (YY/MM/DD)</div> <div>20/09/28</div>					
<div>BROKER</div> <div>Hub International Insurance Brokers</div> <div>505 Burrard Street, Suite 1900</div> <div>Box 76</div> <div>Vancouver BC V7X 1M5</div>				<div>This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.</div>							
<div>BROKER'S CLIENT ID: BTYGROU-T2</div>				<div>COMPANIES AFFORDING COVERAGE</div>							
<div>INSURED'S FULL NAME AND MAILING ADDRESS</div> <div>BTY US, LLC</div> <div>Suite 116 - 17470 Pacesetter Way</div> <div>Scottsdale AZ 85255</div>				<div>COMPANY</div> <div>A Chubb Insurance Company of Canada</div>							
				<div>COMPANY</div> <div>B</div>							
				<div>COMPANY</div> <div>C</div>							
				<div>COMPANY</div> <div>D</div>							
<div>COVERAGES</div>											
<div>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.</div>											
<div>LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</div>											
<div>TYPE OF INSURANCE</div>		<div>CO LTR</div>	<div>POLICY NUMBER</div>	<div>POLICY EFFECTIVE DATE (YY/MM/DD)</div>	<div>POLICY EXPIRATION DATE (YY/MM/DD)</div>	<div>LIMITS OF LIABILITY</div> <div>(Canadian dollars unless indicated otherwise)</div>					
<div>COMMERCIAL GENERAL LIABILITY</div>						<div>EACH OCCURRENCE</div> <div>\$</div>					
<div><input type="checkbox"/> CLAIMS MADE OR <input type="checkbox"/> OCCURRENCE</div>						<div>GENERAL AGGREGATE</div> <div>\$</div>					
<div><input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS</div>						<div>PRODUCTS - COMP/OP AGG</div> <div>\$</div>					
<div><input type="checkbox"/> EMPLOYER'S LIABILITY</div>						<div>PERSONAL INJURY</div> <div>\$</div>					
<div><input type="checkbox"/> CROSS LIABILITY</div>						<div>TENANT'S LEGAL LIABILITY</div> <div>\$</div>					
<div><input type="checkbox"/> TENANT'S LEGAL LIABILITY</div>						<div>MED EXP (Any one person)</div> <div>\$</div>					
<div><input type="checkbox"/> NON-OWNED</div>						<div>NON-OWNED AUTO</div> <div>\$</div>					
<div><input checked="" type="checkbox"/> HIRED</div>						<div>OPTIONAL POLLUTION LIABILITY EXTENSION</div> <div>\$</div>					
<div><input type="checkbox"/> POLLUTION LIABILITY EXTENSION</div>						<div>(Per Occurrence)</div> <div>\$</div>					
						<div>(Aggregate)</div> <div>\$</div>					
<div>AUTOMOBILE LIABILITY</div>										<div>BODILY INJURY PROPERTY DAMAGE COMBINED</div> <div>\$</div>	
<div><input type="checkbox"/> DESCRIBED AUTOMOBILES</div>										<div>BODILY INJURY (Per person)</div> <div>\$</div>	
<div><input type="checkbox"/> ALL OWNED AUTOS</div>		<div>BODILY INJURY (Per accident)</div> <div>\$</div>									
<div><input type="checkbox"/> LEASED AUTOMOBILES</div>		<div>PROPERTY DAMAGE</div> <div>\$</div>									
<div>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</div>											
<div>EXCESS LIABILITY</div>						<div>EACH OCCURRENCE</div> <div>\$</div>					
<div><input type="checkbox"/> UMBRELLA FORM</div>						<div>AGGREGATE</div> <div>\$</div>					
<div><input type="checkbox"/> OTHER THAN UMBRELLA FORM</div>											
<div>(Specify)</div>											
<div>OTHER LIABILITY (SPECIFY)</div> <div>Professional Liability</div>		<div>A</div>	<div>6801-5254</div>	<div>20/09/24</div>	<div>21/09/24</div>	<div>Each Claim Limit</div>	<div>\$1,000,000</div>				
<div>ADDITIONAL INSURED</div>				<div>DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS</div> <div>This Certificate is issued as evidence of Professional Liability (Errors & Omissions) insurance for the Named Insured, Policy Period and Limits of Liability indicated above.</div>							
<div>CERTIFICATE HOLDER</div>				<div>CANCELLATION</div>							
<div>To Whom It May Concern</div> <div>c/o BTY US, LLC</div> <div>Suite 116 - 17470 Pacesetter Way</div> <div>Scottsdale AZ 85255 US</div>				<div>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</div>							
<div>SIGNATURE OF AUTHORIZED REPRESENTATIVE</div> <div></div>				<div>PRINT NAME INCLUDING POSITION HELD</div> <div>Michael C. Baddeley - Managing Principal</div>							
<div>FAX NUMBER</div>		<div>EMAIL ADDRESS</div> <div>michael.baddeley@hubinternational.com</div>		<div>COMPANY</div> <div>Hub International Insurance Broker</div>		<div>DATE</div> <div>20/09/28</div>					
<div>CSIO CERT (6/00)</div>											



*Global Development &
Infrastructure Consultants*

CANADA | EUROPE | MENA | UNITED STATES

BTY.COM



December 9, 2020

Prince George's County Education
& Community Partners, LLC

Attention: Stuart McCluskie, Vice President, Fengate
Darin Early, Managing Director, Gilbane Development
Jason Washington, Director, Public-Private Partnerships Program, PGCPs

**RE: Prince George's County Public Schools Alternative Construction Financing Package 1
Proposal to Provide Independent Engineer Services – Clarification Items**

In response to your request for clarification regarding BTY US LLC's ("BTY") proposal to provide Independent Engineer ("IE") Services for the Prince George's County Public Schools Alternative Construction Financing Package 1, we have outlined our response to PGCECP's questions below:

1. *Under the section titled 'Construction Phase' item (a) on page 12 of your submission, your proposal refers to monthly reporting as part of your Engagement Understanding & Approach, however, this is not reflected in your assumptions. Would BTY please confirm:*
 - a. *That you intend to provide monthly reports during the Construction Phase?*
 - b. *What frequency of reporting will be provided during the Design Phase?*
 - c. *What frequency of reporting will be provided during the Commissioning & Certification period?*

Response: BTY confirms the following:

- Monthly reports will be provided during the Construction Phase
- Reports during the Design Phase will be provided at the completion of each review, for each different building type (3 reports per phase, 9 total reports).
- Reports during the Commissioning and Certification period will be provided at completion of the DD and CD phases, construction phase start-up and prior to the commissioning testing phase.

2. *Under the section titled 'LEED Review Process' on page 18 of your submission, your proposal states "Further, BTY will be mindful of the LEED obligations in the Commissioning phase and will review the Commissioning Plan to confirm that it addresses the LEED commissioning measures."*
We draw your attention to article 5.6 of Exhibit R, which states that enhanced Commissioning of the mechanical systems as specified by the applicable LEED standards will be a requirement of this Project.
 - a. *Would BTY please confirm per your proposal statement above that you have sufficient resources and time dedicated during the design phase to confirming this aspect of the design is in compliance with the Contract standards? For clarity, this would be in addition to the 2-phase or 4-phase approach to LEED review outlined in your proposal.*

Response: BTY confirms that we have sufficient resources and time dedicated during the design phase to review this aspect of the design to ensure it is in compliance with the Contract standards.

BTY's scope will include four reports that will address the status of LEED requirements included in the project. These reports will occur at Design Development, 50% and 100% Construction Documents, and Construction kick-off. This reporting is in addition to the final review that will confirm that the project meets all the requirements for LEED Silver certification.

A status report for commissioning will occur at completion of the DD and CD phases, construction phase start-up and prior to the commissioning testing phase. Again, upon completion of the projects, a final review will confirm that each project meets all the requirements for LEED Silver certification.



3. Please confirm that BTY has the appropriate insurance to meet the requirements of Article 6 (Insurance and Liability) of Exhibit J. If so, please clarify the following with regards to the certificate included with your response:
- Professional liability insurance
 - Commercial general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operation aggregate
 - Statutory workers' compensation and employer's liability
 - Ability to name as "Additional Insured Parties" the Developer and each PGCPs Indemnatee

Response: BTY confirms that we have the appropriate insurance to meet the requirements of Article 6 (Insurance and Liability) of Exhibit J. We have the ability to name the Developer and each PGCPs Indemnatee as "Additional Insured Parties" and each of our subcontractors shall comply with the requirements of Section 6.1.1.

4. Confirm that individual milestone payments as outlined in Appendix B for each of the sub-items to section '1. Total IE Services Fixed Fee' are acceptable to BTY?

Response: BTY has outlined our preferred payment milestones as track changes in Exhibit J. The IE Services fee drawdown will be subject to further revision, pending finalization of the baseline schedule."

5. Please advise of any changes required to Exhibit J (please track changes to the attached) or the Project Agreement to reflect your proposal, including the following statement from your submission:
- ASSUMPTIONS: CONSTRUCTION ADMINISTRATION REVIEWS: 8. RFP notes in the Construction Phase that the IE will conduct "inspections". Please note that due to professional liability insurance requirements the A/E is not permitted to "inspect" but will "review" construction for general conformance with the Final Construction Documents.

Response: BTY has reviewed the updated version of Exhibit J and has included our proposed changes (in track changes) as a separate attachment to this letter.

6. Revised Fee: Item 1a Additional Pricing Information: Pre-School Occupancy Readiness Date IE Services:

Response: BTY has reviewed our resource matrix and have revised line item 1(a) to \$2.224m, bringing our overall fee for IE services to \$2.8m.

Yours truly,

BTY Group

Marie Foley | MRICS, PQS, LEEP™ AP
Director, Infrastructure Advisory Services

cc.: Joanne Henson, Director
George F. Bigham III, Director
Louis Guilbeault, Director

APPENDIX D

FORM OF SCHOOL OCCUPANCY READINESS NOTICE

To: BTY US, LLC

2288 Manitoba Street
Vancouver, BC
V5Y 4B5

with copies to:

Chief Executive Officer
Prince George's County Public Schools
14201 School Lane
Upper Marlboro, MD 20772
Email: ceo@pgcps.org

Public-Private Partnership (P3) Program Office
Prince George's County Public Schools
Louis Wilson Sr. Facilities Administration Building
13300 Old Marlboro Pike
Upper Marlboro, MD 20772
Attention: Jason Washington
Email: jason.washington@pgcps.org

Office of General Counsel
Prince George's County Public Schools
14201 School Lane
Upper Marlboro, MD 20772
Email: diana.wyles@pgcps.org

From: PRINCE GEORGE'S COUNTY EDUCATION & COMMUNITY PARTNERS, LLC

c/o Fengate Capital Management Ltd.
2275 Upper Middle Road East #700
Oakville, ON L6H 0C3
Canada
Attention: Andrea Mclean
Email: andrea.mclean@fengate.com
Email Copy: fengatenotice@fengate.com

with a copy to:

Prince George's County Education & Community
Partners, LLC
c/o Gilbane Development Company
7 Jackson Walkway
Providence, RI 02903
Attention: Darin Early
Email: dearly@gilbaneco.com

Re: Project Agreement for the Design, Build, Finance, and Maintenance of Prince George's County Schools Alternative Construction Financing Package 1 (the "**Project Agreement**") entered into December 15, 2020, Prince George's County Public Schools ("**PGCPS**"), and

Prince George's County Education & Community Partners, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Developer**”).

Applicable School: [] (“**School**”)

Note: This Notice of School Occupancy Readiness is subject to the terms and conditions of the Independent Engineer Agreement and the Project Agreement and any revision required by such should be made to this Notice of School Occupancy Readiness.

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Project Agreement.

Under and subject to the terms and conditions of the Project Agreement, the undersigned hereby applies for the certification of School Occupancy Readiness of the above-listed School. In support of that application, I hereby certify the following with respect to the School:

- (a) School Substantial Completion has occurred;
- (b) the Independent Engineer has issued a letter of confirmation to PGCPs indicating that the entirety of the School, including all buildings and systems as well as parking, but, if so elected by Developer, excluding the Athletic Fields, are ready for use for the purposes of all PGCPs Activities (except for Punch List Items, which in each case shall be in shell and core in accordance with the Contract Standards) and to the best of its knowledge have been designed and built in accordance with the Project Agreement;
- (c) there are no encumbrances registered or recorded on the relevant Site, including any part of the School, other than Permitted Encumbrances;
- (d) Developer has completed Commissioning of the School in accordance with the relevant Commissioning Plan, and the Commissioning Tests have been successfully performed and satisfied for the School (subject to such Commissioning which is identified in the Commissioning Plan to be conducted after the School Occupancy Readiness Date);
- (e) a temporary or final certificate of use and occupancy has been issued for the School by DPIE, and, to the extent a temporary certificate of occupancy has been issued, Developer has submitted to PGCPs a corrective action plan outlining the deficiencies with anticipated milestone dates;
- (f) all other Governmental Authorities having jurisdiction have confirmed (and issued all pertinent Government Approvals or other documents in respect thereof) that all buildings and structures on the relevant Site are ready for occupancy;
- (g) Developer has obtained and submitted to PGCPs certificates of insurance for all Required Services Period Insurance;
- (h) Developer has delivered to PGCPs a Life Cycle Schedule for the School as required by Exhibit W (Services Requirements) to the Project Agreement;

(i) Developer has delivered to PGCPs a Start-Up Plan for the School as required by Exhibit W (Services Requirements) to the Project Agreement;

(j) Developer has procured and installed all Required FF&E; and

(k) The Services Period Reserve Account has been established and funded by Developer in accordance with Section 11.6.1 (Services Period Reserve Amount) of the Project Agreement.

Without limiting the generality of the foregoing, it is further certified that:

(a) All Design-Build Work to be done with respect to the School has been completed in accordance with the terms of the Project Agreement (other than Punch List Items), and in so doing has been carried out in a competent and professional manner.

(b) There are no latent structural defects with regards to the School, known to the undersigned, that have not been reported to PGCPs, and the Independent Engineer having made reasonable inquiries and conducted (either directly or by a qualified representative on Developer's behalf) appropriate observations, inspections, investigations, and testing of the School in accordance with Good Industry Practice to confirm the absence thereof.

(c) Attached to this certificate is evidence confirming the delivery of:

(1) the applications programming and related documentation for all microprocessor-based controllers for the School;

(2) copies of all operating instructions, maintenance manuals, spare parts, and materials relating to the School and operation thereof as well as record drawings relating to security systems at the School; and

(3) The estimated cost of completion of Punch List Items related to the School is \$_____.

It is hereby acknowledged that the issuance of a School Occupancy Readiness Certificate does not constitute, and shall not be construed, as a waiver of any defect in the work or in the materials supplied in connection therewith (whether latent or otherwise), or any other breach by Developer of any of its obligations under the Project Agreement, whether known or not known to PGCPs at the time of the issue of a School Occupancy Readiness Certificate in respect of this Notice of School Occupancy Readiness.

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Project Agreement.

[_____]

By: _____
(Name and Signature of Authorized Signatory)

APPENDIX E

FORM OF SCHOOL OCCUPANCY READINESS CERTIFICATE

This certificate is delivered pursuant to Section 4.2.2 (School Occupancy Readiness Certificate) of the Independent Engineer Agreement dated December 15, 2020, between the undersigned, Prince George’s County Public Schools (“PGCPS”), and Prince George’s County Education & Community Partners, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Developer**”), in connection with the Project Agreement between PGCPS and Developer dated December 15, 2020, with respect to the Design, Build, Finance, and Maintenance of Prince George’s County Public Schools Alternative Construction Package 1 (the “**Project Agreement**”).

Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Project Agreement.

I hereby certify that the School Occupancy Readiness Conditions specified in Section 10.2 (School Occupancy Readiness Conditions) of the Project Agreement have been satisfied at [*School Name*], and accordingly that School Occupancy Readiness for [*School Name*] has occurred.

This certificate is issued on this ____ day of _____, 20__.

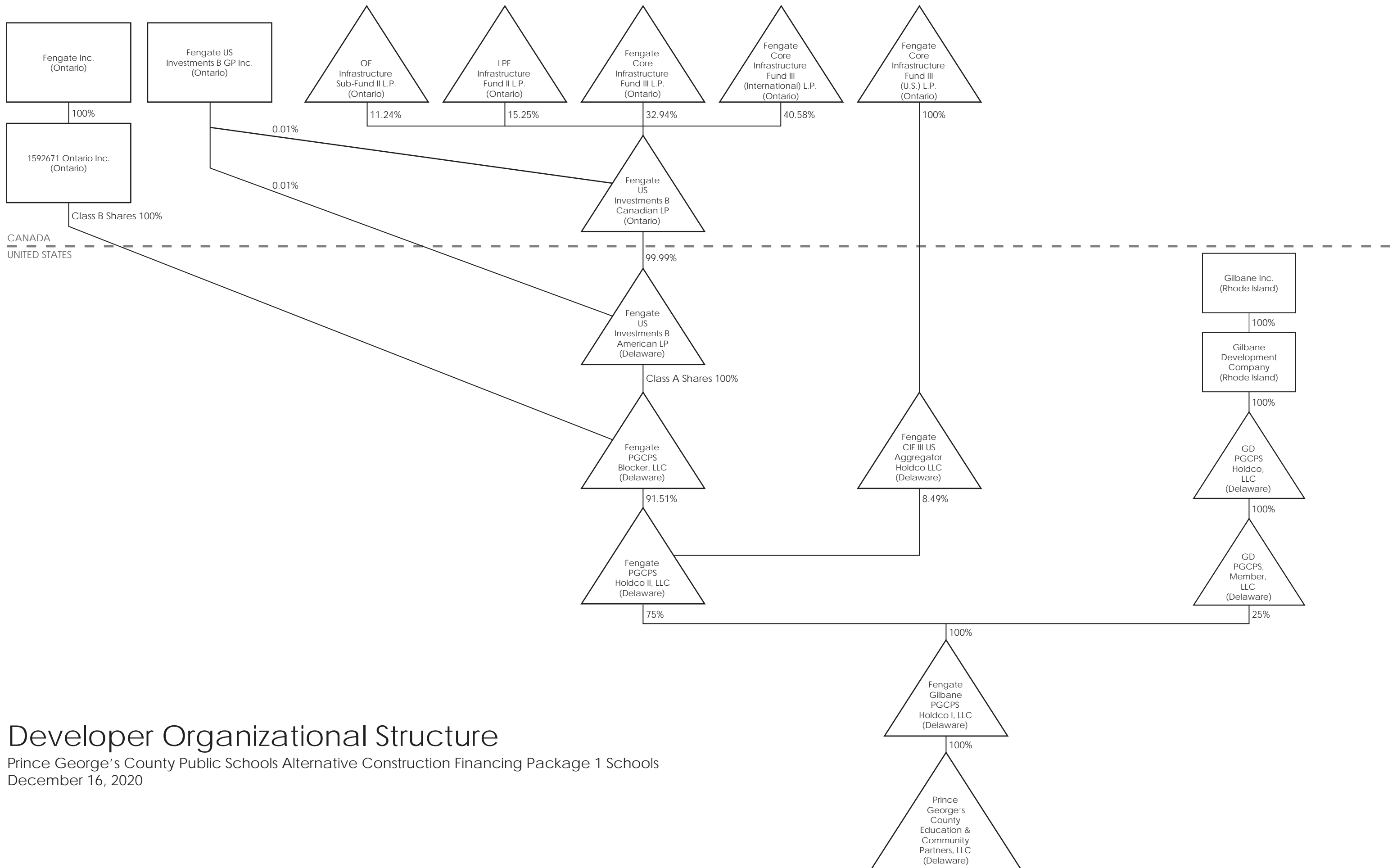
BTY US, LLC

By: _____

Name: _____

Title: _____

EXHIBIT K-1
ORGANIZATIONAL CHART



Developer Organizational Structure

Prince George's County Public Schools Alternative Construction Financing Package 1 Schools
December 16, 2020

EXHIBIT K-1 (ORGANIZATIONAL CHART)
DEVELOPER SENIOR MANAGEMENT POSITIONS

Senior Management Positions of Prince George's County Education & Community Partners, LLC ("Company")

Name	Responsibilities & Duties	Background & Experience
Nina Yoo	Company Representative Committee Member Vice President and Secretary	<p>Managing Director, Infrastructure Asset Management, Fengate Asset Management</p> <p>Nina Yoo is the head of the Fengate Infrastructure asset management team, responsible for fund management and portfolio management of Fengate's infrastructure investments. Nina also oversees the financial management of the infrastructure funds and its assets, including valuations, reporting and compliance. Nina is involved in investor relations and fundraising activities, and she serves as a director on several project boards.</p> <p>Prior to joining Fengate in 2009, Nina worked at Manulife Asset Management, Private Markets and KPMG LLP within the audit and tax groups.</p> <p>Nina holds an Honours Bachelor of Business Administration from Wilfrid Laurier University and is a member of the Chartered Professional Accountants of Ontario.</p>
Patrick Freer	Company Representative Committee Member	<p>Senior Vice President, Asset Management, Fengate Asset Management</p> <p>As the commercial and relationship lead for the Fengate Infrastructure asset management team, Patrick Freer is responsible for both construction and operations of each project, as well as ongoing client communications and business development. His role includes overseeing the asset management team's proactive engagement with our clients and partners to ensure that highly complex projects are completed on time and on budget and, during operations, that project deliverables, asset performance and stakeholder expectations are achieved.</p> <p>Prior to joining Fengate in 2014, Patrick worked in P3 and private sector construction, project management and bid management on projects throughout North America with Graham Construction, Bilfinger Project Investments, Acciona and Stantec Consulting. He has spent the majority of his career with a specific focus on construction administration, legal and commercial negotiations, risk analysis and mitigation, as well as project management on jobs ranging from C\$50M to C\$1B.</p> <p>Patrick holds a B.Sc. in civil engineering from the University of Alberta and his Master of Business Administration, specializing in finance, from the University of British Columbia.</p>
Mac Bell	Company Representative Committee Member	<p>Managing Director, Infrastructure Investments, Fengate Asset Management</p> <p>Mac Bell works exclusively on originating and executing infrastructure investments on behalf of Fengate Asset Management's infrastructure funds. He is responsible for analyzing</p>

EXHIBIT K-1 (ORGANIZATIONAL CHART)
DEVELOPER SENIOR MANAGEMENT POSITIONS

Name	Responsibilities & Duties	Background & Experience
		<p>investment opportunities, due diligence, and transaction execution where he leads multi-partner teams through the development and financing of major infrastructure projects. Mac led Fengate's winning consortiums on each of the US\$2B Los Angeles International Airport (LAX) Consolidated Rent-A-Car (ConRAC) facility, the C\$1.8B Edmonton Valley Line LRT and the C\$1.1B Macdonald Block Reconstruction Project.</p> <p>Prior to joining Fengate Infrastructure in 2013, Mac worked with in the power sector with Vancouver-based developer Plutonic Power (now Innergex) and in the mining sector. In these roles he focused on originating, evaluating, structuring and closing power and mining investments, and oversaw development and construction of a 235 MW run-of-river power project in British Columbia.</p> <p>Mac holds a Master of Business Administration from the Richard Ivey School of Business and has a Bachelor of Applied Science in Mechanical Engineering from the University of British Columbia.</p>
Ed Broderick	Company Representative Committee Member	<p>President/CEO, Gilbane Development Company</p> <p>As President and CEO of Gilbane Development Company, Ed Broderick is responsible for the company's strategic direction and overseeing day-to-day operations, fostering consistent performance and customer satisfaction.</p> <p>He has 35 years of experience in the engineering, development and management industries, including oversight of project and development management personnel, assisting project teams from building inception through completion, contract preparation and negotiations, staffing assignments and project financial monitoring.</p> <p>Ed joined Gilbane's comprehensive management training program in 1982. This four-year learning opportunity provided him with a full overview of the construction industry and expanded his knowledge of the company's structural organization. Ed has served in many capacities including project engineer, project manager and development manager on build-to-suit projects for clients such as First Data Corporation, BNY Mellon and the Columbia Energy Group. In 1999, he was named Vice President of Operations for Gilbane Development and then promoted to Executive Vice President in January 2008. In January 2014 he was named President, and in January 2018 he was promoted to Chief Executive Officer.</p>

EXHIBIT K-1 (ORGANIZATIONAL CHART)
DEVELOPER SENIOR MANAGEMENT POSITIONS

Name	Responsibilities & Duties	Background & Experience
		Ed holds a BS from Manhattan College and an MBA from Providence College. He is a member of NAIOP, the Urban Land Institute, the Boy Scouts of America Executive Board, the Bishops Real Estate Committee, and has served on the Board of Directors for the YMCA.
Lou Serafini Jr.	President	<p>President and Chief Executive Officer, Fengate Asset Management</p> <p>Lou Serafini Jr. joined Fengate in 1995 and became Chief Executive Officer in 2002. During his tenure, Fengate has experienced tremendous growth by earning the trust of a growing group of institutional investors and securing \$4.2 billion in capital under management. Lou is responsible for the overall leadership and vision for the firm, investment activities, and the execution of Fengate's strategic plan.</p> <p>With a commitment to top tier client service, Lou has built a best in class team to work closely with Fengate's valued investors and the firm's industry partners. Lou oversees the executive management team as well as the company's strategic direction and investor relations. Lou spearheads Fengate's Investment Committees and sits on the Board of the General Partners to each fund.</p> <p>A business thought leader, Lou is a frequent keynote speaker for industry conferences and regular media commentator. He is recognized for his authenticity and the high level of trust he has secured with Fengate's investors. Lou is a member of the Board of Directors of the Canadian Council of Public-Private Partnerships and a former member of the Board of Directors of Hamilton Utilities Corporation. He is also a member of the Young Presidents Organization. Under Lou's leadership, Fengate has achieved Platinum Club member status as one of Canada's Best Managed Companies, retaining this designation since 2007.</p> <p>Building on Fengate's legacy of generous community support, Lou established the Fengate Community Foundation in 2010; an approximately \$2 million grant in support of numerous charitable organizations in Canada and around the world, with a focus on children and youth programs. Lou is a regular supporter and committee member for an extensive range of charitable events.</p>
George Theodoropoulos	Vice President	<p>Managing Partner, Fengate Asset Management</p> <p>George Theodoropoulos is the Managing Partner responsible for strategy, investment and asset management of Fengate's infrastructure funds. George is also a member of the Investment Committees for Fengate's infrastructure, private equity and real estate funds.</p>

EXHIBIT K-1 (ORGANIZATIONAL CHART)
DEVELOPER SENIOR MANAGEMENT POSITIONS

Name	Responsibilities & Duties	Background & Experience
		<p>George possesses more than 25 years of experience in infrastructure and project finance. Prior to joining Fengate in 2009, he was with RBC Capital Markets as the head of its Canadian Infrastructure Advisory Group, where he played a lead role in advising RBC's clients on structuring and raising capital for major infrastructure projects.</p> <p>George is a graduate of the University of Western Ontario and McGill University and is a member of the Chartered Professional Accountants of Ontario.</p>
Vernita Tsang	Vice President	<p>Vice President, Legal, Fengate Asset Management</p> <p>Vernita Tsang provides general legal advice to the company with a focus on funds, asset management and infrastructure finance. She has extensive expertise in analyzing, drafting and negotiating complex, project-financed infrastructure transactions.</p> <p>Prior to joining Fengate in 2016, Vernita was a director in the Transaction Legal group at Infrastructure Ontario. She spent eight years there in progressively more senior roles advising authority clients on all aspects of major civil, social and transit infrastructure projects delivered through public-private partnership models. Vernita also has strong legal experience in procurement, construction and commercial real estate from her past positions at Infrastructure Ontario and McCarthy Tétrault LLP.</p> <p>Vernita earned her Hon. B.Sc. from the University of Toronto, her J.D. from the University of Ottawa and was called to the Ontario bar in 2005.</p>
Darin Early	Vice President	<p>Managing Director of Public Private Partnerships, Gilbane Development Company</p> <p>Darin Early's focus at Gilbane Development Company is managing and expanding public private partnership initiatives nationwide. With 15+ years of experience in real estate and investment, he has served in several leadership roles including President and COO of the Rhode Island Commerce Corporation, a government entity responsible for investing in and growing Rhode Island's economy. As an executive Vice President at JLL, Darin advised regional and national clients on complex real estate investments and development projects across multiple property types, including the World Trade Center redevelopment, and disposition of the Hudson Yards in Manhattan.</p> <p>Darin holds a Bachelor of Business Administration from The George Washington University and is active in several charities.</p>

EXHIBIT K-2
KEY PERSONNEL

EXHIBIT K-2 (DEVELOPER KEY PERSONNEL)

A. Key Personnel: Design-Build Work

Party	Position	Name
Project Company	Principal-In-Charge	Darin Early, Gilbane Development Company
Project Company	Deputy Principal-In-Charge	Mac Bell, Fengate Capital Management
Project Company	Legal & Commercial Director	Vernita Tsang, Fengate Capital Management
Project Company	Finance & Accounting Director	Nina Yoo, Fengate Capital Management
Project Company	Director Of Economic Inclusion & Community Engagement	Yvette Stevens, Gilbane Building Company
Project Company	Design-Build Liaison Director	John Keegan, Gilbane Development Company
Design-Build Team	Design-Build Principal-In-Charge	Edward Holt, Gilbane Building Company
Design-Build Team	Senior Design-Build Executive	Michael Ricketts, Gilbane Building Company
Design-Build Team	Construction Phase Executive	Jonathan Dickinson, Gilbane Building Company
Design-Build Team	Quality Assurance Manager	Aaron Anderson, Gilbane Building Company
Design-Build Team	Environmental, Health & Safety Director	Robert Hinderliter, Gilbane Building Company
Design-Build Team	MBE/CBB Workforce Consultant	Eben Smith, Three E Consulting
Design-Build Team	Workforce Development Specialist	Michael Burke, Three E Consulting
Design-Build Team	Estimating Executive	Andrew Burge, Gilbane Building Company
Design-Build Team	Procurement Manager	Joseph Averza, Gilbane Building Company
Design-Build Team	Project Scheduler	Jodi Staub, Gilbane Building Company
Design-Build Team	BIM/VDC Manager	Damon Socha, Gilbane Building Company
Design-Build Team	MBE/CBB Construction Partner	Shane Warren, Warren Brothers Construction
Design-Build Team	MBE/CBB Construction Partner	Brunson Cooper, Corenic Construction
Design Team	Design Executive	Soad Kousheshi, Stantec
Design Team	Design Excellence & QC Manager	Derk Jeffrey, Stantec
Design Team	Design Project Manager	Gene Kluesner, Stantec
Design Team	Lead Architect	Camilo Bearman, Stantec
Design Team	Educational Program Lead	Bill Bradley, Stantec
Design Team	Design Community Engagement Architect	Kathy Dixon, KDA
Design Team	Interior Designer	Gwen Morgan, Stantec
Design Team	FF&E Designer	Robert Moller, Diversified Educational Systems
Design Team	Lead Civil Engineer	Al Arnold, Stantec
Design Team	Lead Structural Engineer	Hedy Thomas, Leuterio Thomas
Design Team	Lead Electrical Engineer	Raj Setty, SETTY & Associates

EXHIBIT K-2 (DEVELOPER KEY PERSONNEL)

Party	Position	Name
Design Team	Lead Mechanical Engineer	Gerald Shapiro, Shapiro & Duncan
Design Team	Landscape Architect	Lydia Kimball, Floura Teeter

B. Key Personnel: Services

Party	Position	Name
Project Company	Principal-In-Charge	Darin Early, Gilbane Development Company
Project Company	Deputy Principal-In-Charge	Mac Bell, Fengate Capital Management
Project Company	Legal & Commercial Director	Vernita Tsang, Fengate Capital Management
Project Company	Finance & Accounting Director	Nina Yoo, Fengate Capital Management
Service Provider Team	Services Executive Director	Tim Watts, Honeywell
Service Provider Team	Regional Portfolio Manager	Mark Winkel, Honeywell
Service Provider Team	Quality & Lifecycle Manager	David Threinen, Honeywell

EXHIBIT L
MBE AND CBB SUBCONTRACTING PLAN

EXHIBIT L: MBE AND CBB SUBCONTRACTING PLAN: DESIGN-BUILD PERIOD

Prince George's County Education and Community Partners (PGCECP) recognizes how critical a robust and enduring MBE/CBB subcontracting plan is to Prince George's County Public Schools (PGCPS), Prince George's County (County) officials and many other influential stakeholders. The County business and economic climate has been severely impacted by COVID-19, only amplifying the importance of implementing a comprehensive plan that will meet the Project's MBE subcontracting requirements.

Our MBE subcontracting plan is organized into two elements, design-build and services, and reflects our 'top down' leadership approach. Both Gilbane and Stantec have already selected Prince George's County firms to be part of the Design-Build team.



Our MBE subcontracting plan, outlined below, demonstrates our Team's understanding of the **significance of this requirement to the County**, and the resource **commitments we are making in order to achieve the MBE subcontracting requirements** in the design-build phase.



Each PGCECP major participant participated in the development of this plan.



Stantec has selected several County and Maryland MBE firms to be part of their design team. These include **K. Dixon Architecture*** and **Arel Architects*** – associate architects, **Leuterio Thomas*** – structural engineer, SETTY & Associates – electrical engineer, Floura Teeter – landscape architect, and Nyikos and Garcia – food service design. *The firms noted with an * are County based firms.*

Gilbane has partnered with **Warren Brothers Construction** and **Corenic Construction Group** (both County-based MBE/CBB firms) who will support construction operations and provide on-site field staff during the design-build phase. Gilbane will also have a comprehensive need for a wide variety of subcontractors and suppliers for each school (sitework, concrete, masonry, steel, roofing, drywall, flooring, paving, painting, landscaping, etc.), and will make substantial contractual commitments to County MBE firms in these disciplines when bid documents are completed in 2021.





Yvette Stevens, Gilbane's Director of Economic Inclusion and Community Affairs will lead our Team's MBE/CBB subcontracting plan initiatives. Reflecting our Top Down approach, Ms. Stevens' leadership position on the PGCECP executive team underscores our understanding of the importance of these programs to PGCPs and the County and reflects the commitment we are making to ensure we achieve the Project's 30% MBE subcontracting requirements for the Design-Build Period.

Ms. Stevens will be responsible for finalizing, implementing and reporting on our Team's MBE subcontracting plan during the design-build phase. She has an excellent track record in leading similar large-scale contracting and community benefit programs for states and municipalities locally and nationwide. She has exceptional experience and is well credentialed to implement and document a comprehensive MBE subcontracting plan that will meet PGCPs and the County's requirements.

Under Ms. Stevens' leadership, PGCECP will utilize many of our Team's proven strategies and 'best practices' to finalize and deploy our comprehensive MBE subcontracting plan. To facilitate the implementation and documentation of the plan, Stantec and Gilbane will have a designated MBE/CBB coordinator that will assist Ms. Stevens in administering the plan based on professional discipline, MBE contract alignment and Project phase.

Eben Smith and Three|E Consulting Group will be an important member of our MBE/CBB subcontracting plan. Based in Prince George's County, Three|E Consulting Group's core mission is to help small and diverse firms gain experience and build capacity by connecting them with public and private business opportunities. As the County's former contract compliance officer, Mr. Smith monitored over \$400 million work of procurement spend and contracting activities with a variety of diverse suppliers, ensuring the County met their MBE and local business utilization goals. Mr. Smith's firsthand knowledge of the County's design and construction MBE/CBB firms is a tremendous asset to the PGCECP Team.

Under Ms. Stevens' direction, Mr. Smith and his team will support PGCECP by providing grass roots community engagement, contractor/supplier outreach, procurement support, workforce opportunity communications, and independent compliance reporting services. Mr. Smith and his firm brings similar contract experience in the County (The Clean Water Partnership, Public Service Enterprise Group (PSEG) Keys Energy Center, MGM National Harbor) where he and his associates provided these exact services in support of a comprehensive MBE/CBB contracting plans. On each of these major construction projects, Three|E Consulting Group was highly successful in developing community benefit agreements, conducting county-wide MBE/CBB outreach events, maintaining an MBE database and providing detailed subcontracting compliance reports.

Ms. Stevens will also lead our Team's community outreach and engagement activities, and related community investment program. Eben Smith and Three|E Consulting will continue to support the PGCECP Team in these efforts as well.



Yvette Stevens and Eben Smith attending the PGCPs P3 MBE/CBB Open House.

GENERAL APPROACH TO MBE CONTRACTING

PGCECP's MBE subcontracting plan was developed to maximize business opportunities for a wide variety of County and Maryland MBE firms, and to provide substantial employment and workforce development opportunities for County residents. It is structured to be both comprehensive and enduring through the design-build phase. To maximize MBE subcontracting opportunities for Prince George's County and all MBE firms our Team will:



PLAN REFINEMENT	Identify specific contracting and procurement needs early in Project, organize them by discipline (design, engineering, subcontractor, supplier), establish Team points of contact for each individual contract, and advertise these opportunities to local MBE firms.
	Create and package Scopes of Work with MBE businesses in mind and consider restricting select bids to County MBEs (where practical or appropriate).
	Unbundle larger design, construction and supplier contracts to expand MBE participation.
	Include MBE diversity inclusion language and participation requirements in all larger procurement bid packages, increasing opportunities for local MBE firms.
	Create and maintain a comprehensive Project website that will include all procurement information, outline procurement strategies, contract opportunities, MBE event and bid schedules, contract points of contract, prequalification forms, bid documents, technical and business support resources.
OUTREACH	Conduct numerous MBE outreach events at various County locations (virtual outreach events if COVID-19 persists) to advertise contract opportunities, connect them with Team members, address qualification requirements and planned bid schedules. All this information will be posted on PGCECP's Project website.
	Utilize our vast local and MBE firm database to connect with local and MBE firms and promote this Project and business opportunities to them. Gilbane and Three E Consulting will combine their databases to create a holistic database for the design-build phase.
	Host and/or attend various County, trade association and privately sponsored events to update local and MBE firms on upcoming Project opportunities and bid dates.
	Create outside distribution channels to create procurement opportunities including a central Project website, social media, community publications, local media outlets, e-mail blasts, newsletters, etc.
	Distribute our MBE subcontracting plan to MBE and local trade contractors and vendors, government support agencies, minority and local contractor associations.
IMPLEMENTATION	Engage and inform the PGC Chamber of Commerce, PGC Supplier Development & Diversity Division (SDDD) and county-based industry associations of upcoming business opportunities, contracting events, providing contact information and bid schedules.
	Communicate contract opportunities with certifying MBE agencies to increase Project awareness and accelerate certification process for MBE firms. These agencies include PGC Supplier Development & Diversity Division (SDDD), Maryland Department of Transportation (MDOT), Women's Business Enterprise National Council (WEBNC), and Capital Region Minority Supplier Development Council.
	Provide on-going technical and financial counseling to interested and selected MBE firms during the design-build phase.
	Utilize cash flow strategies like bonding support and monthly ' quick pay ' options to reimburse mobilization costs and provide funding for early supply purchases. This will attract more MBE bidders.
	Stantec and Gilbane will identify an internal MBE coordinator, as will each of our major Tier 1 subcontractors, and align them with selected MBE firms to provide technical, financial, risk management and general business counseling during their contract performance period.
	Conduct on-going MBE firm prequalification for all anticipated contracts for the design-build phase. Debrief unsuccessful MBE firms and counsel them on details of why their firm or bid was not selected.



PERCENTAGE OF TOTAL DESIGN AND CONSTRUCTION EXPENDITURES THAT PROPOSER ESTIMATES WILL BE PAID TO MBEs DURING THE DESIGN-BUILD PERIOD

PGCECP has established a 30% MBE subcontracting requirement of Gilbane and Stantec in their design-build role.

The comprehensive activities noted above (i) will ensure that our Team will meet the Project's MBE subcontracting requirements in the design-build phase. Our comprehensive MBE subcontracting plan and Three|E Consulting's local market knowledge will allow us to quickly identify local MBE firms. We will utilize our collective resources to maximize Project opportunities for MBE firms by aligning them with Tier 1 and/or Tier 2 subcontractors, or supplier firms. A Tier 1 subcontractor is a firm that has a contract directly with Stantec or Gilbane, while a Tier 2 subcontractor is a business that has a contract with a Tier 1 firm, but not directly with Stantec or Gilbane.

DESIGN BUILDER	MBE DESIGN CONSULTANTS	
	K.Dixon Architecture* Leuterio Thomas, LLC* SETTY & Associates	Floura Teeter Landscape Architects Nyikos & Garcia Arel Architects*
	MBE CONSTRUCTION PARTNERS	MBE CONTRACTORS AND SUPPLIERS
	Warren Brothers Construction* Corenic Construction Group*	General Requirements Sitetwork Concrete Masonry Metals Specialty Items Equipment Furnishings Special Construction
	Woods and Plastics Thermal/Moisture Protection Doors and Windows Finishes Elevators Mechanical Plumbing Electric	
Total Design-Build Contract Value-100%	DESIGN-BUILD MBE SUBCONTRACTS VALUE - 30%	

*** Prince George's County MBE, CBB or County located business**

Given the page count limit in this section we have placed a detailed table of how we intend to break down large construction contracts for each school into smaller packages to provide greater subcontract opportunities for MBE/CBB firms.



METHODS, OUTREACH AND PLANS FOR ACHIEVING MINIMUM CONTRACTING REQUIREMENTS

Since being selected as the preferred partner, PGCEC has begun MBE subcontracting outreach efforts. During the Exclusive Negotiating Agreement Period (ENAP) we have coordinated and established dialogue with PGCPs on how robust and visible those efforts should be. We are staffed and resourced to ‘scale up’ our efforts as PGCPs sees fit. We have ample resources from the Team’s major participants and MBE partners to begin implementation our MBE subcontracting plan in the ENAP. Upon financial and commercial close, Ms. Stevens and her team will immediately implement our MBE subcontracting plan in earnest, which includes the detailed activities previously outlined.

PROPOSED MBE VERIFICATION SYSTEMS

Based on PGCPs’s reporting requirements, PGCECP and their contractors/subcontractors will utilize PGCPs’ web-based, secure portal for data capture and reporting purposes in accordance with Article 18.8 of the Project Agreement.

In addition to supporting our engagement, outreach and prequalification efforts, Three|E Consulting Group will also be responsible for providing independent data collection, accurate documentation, and compliance reporting for our MBE contracting plan activities during the design-build phase. This will be done on a school-by-school basis, where we will include total contract value, MBE contract value (\$ and %), monthly status of contract payments, and final contract values (\$ and %) paid to MBE firms. Each individual Project’s monthly MBE subcontracting report will roll up to a comprehensive Project report that will document MBE subcontracting data for all six schools. In the spirit of transparency and full disclosure monthly contract data will be provided directly by the MBE subcontractor, acknowledged and approved by the design-builder, and validated by Three|E Consulting prior to reporting to PGCPs and posting to the Project’s website.

Highlights of our planned verification system includes:



Develop or purchase an industry proven web-based MBE contract data collection and reporting system



PGCECP will be responsible for data collection, data accuracy validation, monthly reporting, website postings and system maintenance



Three-step compliance system whereby the MBE subcontractor submits monthly contract data, PGCECP Team member reviews and approves, and Three|E Consulting independently validates contract data - award date, contract value, payments, changes, retainage status, lien release and closeout

MBE SUBCONTRACTORS INCLUDED IN THE PROPOSER TEAM

Identification of MBE Subcontractors

	COMPANY	LOCATION	SERVICE	MBE CERTIFICATION #
STANTEC	K. Dixon Architecture	Forestville	Planning, Architecture, Interior Design	MDOT MBE #11-122
	Nyikos & Garcia	Gaithersburg	Food Service Design	MDOT MBE 16-237
	Arel Architects	Camp Springs	Design Reviews, Architecture	MDOT MBE #01-108
	Leuterio Thomas	Oxon Hill	Structural Engineering	MDOT MBE 02-496
	SETTY & Associates	Washington, DC	Electrical Engineering	MDOT MBE #87-145
	Floura Teeter	Baltimore	Landscaping Architecture	MDOT MBE #01-180
GILBANE	Warren Brothers Construction	Upper Marlboro	Preconstruction, Construction Management	MDOT MBE #06-292
	Corenic Construction Group	Lanham	Preconstruction, Construction Management, Furniture	MDOT MBE #12-615

MBE FINANCING MEMBERS

PGCECP's financing solution does not anticipate the need for equity contributions from entities other than the currently named Financing Members, Fengate Capital Management and Gilbane Development Company.

BRIEF DESCRIPTION OF A MONITORING AND ENFORCEMENT FRAMEWORK

Practices to facilitate MBE and CBB Reporting Obligations under Section 18.8 of PA
Developer Oversight: The Developer will monitor the delivery of the MBE/CBB Subcontracting Plans on a monthly basis, in line with the MBE/CBB reporting requirements. PGCECP's Principal-In-Charge will be responsible for addressing any issues identified by the Developer or PGCPs in their reviews of the MBE/CBB reports generated by the PGCECP consortium.
Design-Builder Accountability: As identified in Section 1.2.4(ii) of this Technical Submission, the MBE and CBB obligations have been flowed-down to the Design-Builder during the Design-Build Period. These obligations, along with the Developer's retained rights to monitor and enforce their delivery, are captured in the Design-Build Agreement. This flow-down means that the Design-Builder have the same obligations and incentives as the Developer does in the Project Agreement, while still allowing the Developer to pro-actively monitor the MBE/CBB reports for deviations and adjust as required.
Subcontractor Obligations: Similar to the Design-Builder contract with the Developer, Key Subcontractors will have the Project Agreement's MBE/CBB contracting and reporting obligations included as part of their contracts. As noted in Section 1.2.4(i), the Design-Builder will put programs in place to facilitate MBE/CBB participation, and to oversee the accurate self-reporting required of the Subcontractors under Section 18.8 of the Project Agreement.
Minimum Quantitative Requirements Transparency: Recognizing the importance of the MBE/CBB minimum quantitative requirements to Project, PGCECP's Developer, Design-Builder will apply their quality management systems to confirm the accuracy of the MBE/CBB reports, including the use of an independent firm, Three E Consulting, that specializes in these services. This will provide PGCPs with comfort that the monthly MBE/CBB contracting reports are both reliable and accurate, but also provides PGCPs and the Developer a tool to track progress towards achieving the minimum quantitative requirements during the Design-Build Period.
MBE/CBB Subcontracting Plan Compliance Measuring: The Agreement's MBE/CBB reporting requirements will allow PGCPs and the Developer to assess the implementation of the Design-Builder's MBE/CBB Subcontracting Plans on a regular basis to track compliance and address issues.
Key MBE/CBB Metrics Data: MBE/CBB reporting requirements will be clearly communicated to each Project Contractor and Subcontractor before they start work so that there are no issues on monthly report content and due dates. Orientation with the PGCPs web-based portal for data capture will be part of Subcontractor onboarding. Design-Builder will confirm monthly data sets are provided for each of their active Subcontractors.



PLAN TO UTILIZE AND SUBCONTRACT WORK TO COMPANIES LOCATED OR BASED IN PRINCE GEORGE'S COUNTY

PGCECP is committed to meeting the Agreement's CBB subcontracting requirements, which is directing a minimum of 20% of the MBE contract value to CBBs. Our subcontracting plan was developed by all Team members and designed to maximize business opportunities for a wide variety of CBBs during the design-build phase, and to provide employment and workforce development opportunities for County residents.

GENERAL APPROACH TO CBB CONTRACTING

Our CBB subcontracting plan is almost identical to our MBE subcontracting plan, and we will implement and document them concurrently. Like the MBE subcontracting plan, it will be organized into two elements, design-build and services.



Both Gilbane and Stantec have already selected Prince George's County CBB firms to be part of the Design-Build team.



Stantec has maintained an office in the County for years and selected several CBB firms to be part of their design team. These include **K. Dixon Architecture, Arel Architects** and **Leuterio Thomas**.

Gilbane has partnered with **Warren Brothers Construction** and **Corenic Construction Group**, both County-based CBB firms, who will support construction operations and provide on-site field staff during the design-build phase. Gilbane will have a comprehensive need for various subcontractors and suppliers (sitework, concrete, masonry, steel, roofing, drywall, flooring, paving, painting, landscaping, etc.), and will begin the contracting process with CBB firms when bid documents are completed in 2021. Gilbane will also contract directly with **Three|E Consulting Group**, a CBB firm in support of our Team's MBE/CBB and Community Investment Plans.

As with our MBE plan, **Yvette Stevens, Gilbane's Director of Economic Inclusion and Community Affairs** will lead our Team's CBB subcontracting plan initiatives. Ms. Stevens will be responsible for finalizing, implementing and reporting on our Team's CBB subcontracting values during the design-build phase. To facilitate the implementation and documentation of the plan, Gilbane and Stantec will have a designated MBE/CBB coordinator that will assist Ms. Stevens in plan administration and reporting based on CBB contract alignment in the design-build phase.

Concurrent with his MBE services, **Eben Smith and Three|E Consulting Group** will support our CBB subcontracting plan by providing CBB contractor/supplier outreach, procurement support, workforce opportunity communications, and independent compliance reporting services.



PERCENTAGE OF TOTAL DESIGN AND CONSTRUCTION EXPENDITURES THAT PROPOSER ESTIMATES WILL BE PAID TO CBBs DURING THE DESIGN-BUILD PERIOD

Like our MBE plan, our CBB subcontracting plan is structured so that a minimum of 20% of the MBE contract value will be directed to CBBs during the design-build period.

DESIGN BUILDER	CBB DESIGN CONSULTANTS		
 Stantec*	K.Dixon Architecture* Leuterio Thomas, LLC* SETTY & Associates	Floura Teeter Landscape Architects Nyikos & Garcia Arel Architects*	
 Gilbane	CBB CONSTRUCTION PARTNERS	CBB CONTRACTORS AND SUPPLIERS	
	Warren Brothers Construction* Corenic Construction Group* Three E Consulting Group*	General Requirements Sitework Concrete Masonry Metals Specialty Items Equipment Furnishings Special Construction	Woods and Plastics Thermal/Moisture Protection Doors and Windows Finishes Elevators Mechanical Plumbing Electric
Total Design-Build Contract Value-100%	CBB SUBCONTRACTED SERVICES - 20% MBE Subcontract Value		

* Prince George's County MBE, CBB or County located business

The table below is a graphic representation of how we intend to break down large construction contracts for each school into smaller packages to provide greater subcontract opportunities for MBE/CBB firms.
















 General Requirements	Site Fencing Field Office Trailers	Toilets/Wash Stations Site Cleanup
 Site Construction	Earthwork Site Utilities Paving	
 Concrete	Foundations Slabs & Decks Precast Sidewalks	Curbs and Gutters
 Masonry	Masonry Supplies Brick and Blockwork Stonework	
 Finishes	Drywall Tile Ceilings Flooring	Painting Acoustics Window Treatments
 Specialty Items	Display Boards Louvers & Vents Corner Guards	Flagpoles Lockers Partitions Toilet & Bath
 Metals	Structural Steel Miscellaneous Metals	Metal Joists and Decks
 Wood and Plastics	Rough Carpentry Finish Carpentry Casework	Millwork Plastic Materials
 Thermal and Moisture	Waterproofing Roofing Metal Panels	Flashing Sheet Metal Joint Sealants
 Doors and Windows	Curtainwall Exterior Doors Interior Doors	Skylights Hardware
 Special Construction	Acoustic Control Lightning Protection HazMat Remediation	Security Building Controls Fire Suppression
 Mechanical	Service Piping Fire Protection Piping Plumbing Fixtures	HVAC Equipment Ductwork HVAC Controls Test & Balance



Exhibit L: MBE and CBB Subcontracting Plan

 Equipment	Security Library Theatre & Stage Audio Visual Loading Dock	Waste Handling Food Service Athletic Laboratory
	Art Casework	Furniture Seating

 Electrical	Service Wiring Electric Power Distribution Low Voltage	Lighting Communications Sound and Video
	 <i>Given the number of Prince George's County-based and located businesses, we have aspirational goals of exceeding the 20% CBB subcontracting requirement.</i>	

METHODS, OUTREACH AND PLANS FOR ACHIEVING MINIMUM CONTRACTING REQUIREMENTS

Our Team will utilize many of the same methods, outreach and strategic contracting plans in order to achieve the CBB contracting requirements. Like our MBE approach, these will include:

PLAN DEVELOPMENT	Identify specific contracting and procurement needs early in Project, organize them by discipline (design, engineering, subcontractor, supplier), establish Team points of contact for each individual contract, and advertise these opportunities to local CBB firms.
	Create and package 'Scopes of Work' with CBB businesses in mind and consider restricting select bids to Prince George's County CBBs (where practical or appropriate).
	'Unbundle' larger design, construction and supplier contracts to expand CBB participation.
	Include CBB diversity inclusion language and participation requirements in all larger procurement bid packages, increasing opportunities for CBB firms.
	Create and maintain a comprehensive Project website that will include all procurement information, outline procurement strategies, contract opportunities, CBB event and bid schedules, contract points of contract, prequalification forms, bid documents, technical and business support resources.
OUTREACH	Conduct numerous CBB outreach events at various County locations ('virtual' outreach events if Covid-19 persists) to advertise contract opportunities, connect them with Team members, address qualification requirements and planned bid schedules.
	Gilbane and Three E Consulting will combine their CBB databases to create a holistic listing of design-build contract opportunities.
	Host and/or attend various County, trade association and privately sponsored events to update CBB firms on upcoming project opportunities and bid dates
	Identify outside distribution channels to advertise contract opportunities including our Project website, social media, community publications, local media outlets, e-mail blasts, newsletters, etc.
	Distribute our CBB subcontracting plan to local trade contractors and vendors, government support agencies, minority and local contractor associations.
	Engage and inform the PGC Chamber of Commerce, PGC Supplier Development & Diversity Division (SDDD) and county-based industry associations of upcoming business opportunities, contracting events, providing contact information and bid schedules
IMPLEMENTATION	Provide on-going technical and financial counseling to selected CBB firms during the design-build phase.
	Utilize cash flow strategies like bonding support and monthly ' quick pay ' options to reimburse mobilization costs and provide funding for early supply purchases. This will attract more CBB bidders.
	Stantec and Gilbane will identify an internal MBE/CBB coordinator, as will each of our major Tier 1 subcontractors, and align them with selected CBB firms to provide technical, financial, risk management and general business counseling during their contract performance period.
	Conduct on-going CBB firm prequalification for all anticipated contracts for the design-build phase. Debrief unsuccessful CBB firms and counsel them on details of why their firm or bid was not selected.



PROPOSED CBB SUBCONTRACTING VERIFICATIONS SYSTEMS

We will utilize the exact same systems and processes that we will use in our MBE subcontracting plan to verify subcontract data. PGCECP and their contractors/subcontractors will utilize PGCP's web-based, secure portal for data capture and reporting purposes in accordance with Article 18.8 of the Project Agreement. Three|E Consulting Group will also be responsible for providing independent data collection, accurate documentation, and monthly compliance reporting for our CBB subcontracting plan activities during the design-build phase.

IDENTIFICATION OF CBB SUBCONTRACTORS INCLUDED IN THE PROPOSER TEAM

Identification of CBB Subcontractors

	COMPANY	LOCATION	SERVICE	CBB CERTIFICATION
STANTEC	K. Dixon Architecture	Forestville	Planning, Architecture, Interior Design	MBE
	Nyikos & Garcia	Gaithersburg	Food Service Design	CBSB, MBE
	Arel Architects	Camp Springs	Design Reviews, Architecture	CBSB, MBE
	Leuterio Thomas	Oxon Hill	Structural Engineering	MBE
	SETTY & Associates	Washington, DC	Electrical Engineering	MBE
	Floura Teeter	Baltimore	Landscaping Architecture	MBE

	COMPANY	LOCATION	SERVICE	CBB CERTIFICATION #
GILBANE	Warren Brothers Construction	Upper Marlboro	Preconstruction, Construction Management	CBSB, MBE
	Corenic Construction Group	Lanham	Preconstruction, Construction Management, Furniture	CBSB, MBE
	Three E Consulting Group	Upper Marlboro	CBB Contract and Compliance	CBSB

CBB FINANCING MEMBERS

PGCECP's financing solution does not anticipate the need for equity contributions from entities other than the currently named Financing Members, Fengate Capital Management and Gilbane Development Company.



EXHIBIT L: MBE AND CBB SUBCONTRACTING PLAN: SERVICES PERIOD

Prince George's County Education and Community Partners (PGCECP) recognizes how critical a robust and enduring MBE/CBB subcontracting plan is to Prince George's County Public Schools (PGCPS), Prince George's County (County) officials and many other influential stakeholders. The County business and economic climate has been severely impacted by COVID-19, only amplifying the importance of implementing a comprehensive plan that will meet the Project's MBE subcontracting requirements.

Our MBE subcontracting plan is organized into two elements, design-build and services, and reflects our 'top down' leadership approach. Honeywell has identified the business types that they will need to build out their MBE team over the next two years.



Our MBE subcontracting plan, outlined below, demonstrates our Team's understanding of the **significance of this requirement to the County**, and the resource **commitments we are making in order to achieve the MBE subcontracting requirements** in the services phase.



Each PGCECP major participant participated in the development of this plan.

Although Honeywell's services contract will not commence until the Summer of 2023, they will begin capacity analysis of MBE/CBB firms in the design-build phase to identify service contractors, technicians and suppliers. Their MBE contracting efforts will focus on the following fields: structural engineering, landscape design, mechanical/plumbing, generator, electrical, pest control, elevators, fire alarm, masonry and paving. Several of Stantec and Gilbane's consultants/subcontractors are likely candidates to fill these roles.

David Threinen and Dennis Crawford of Honeywell will manage the Services Period MBE/CBB subcontracting plan from the Effective Date until Honeywell's project team are put in place, at which point Honeywell's Facility Manager will take over as the lead.

Yvette Stevens, Gilbane's Director of Economic Inclusion and Community Affairs will support the transition of our Team's MBE/CBB subcontracting plan initiatives into the Services Period. Reflecting our Top Down approach, Ms. Stevens' leadership position on the PGCECP executive team underscores our understanding of the importance of these programs to PGCPS and the County and reflects the commitment to transitioning to a plan that will achieve the Project's 30% MBE subcontracting requirements for the Services Period.

Prior to the completion of the Design-Build Period, Ms. Stevens will work with Honeywell to coordinate the plan's transition to the Services Period. Honeywell will have a designated MBE/CBB coordinator that will administer and report on the plan during the Services Period.

GENERAL APPROACH TO MBE CONTRACTING

PGCECP's MBE subcontracting plan was developed to maximize business opportunities for a wide variety of County and Maryland MBE firms, and to provide substantial employment and workforce development opportunities for County residents. It is structured to be both comprehensive and enduring through the services phase. To maximize MBE subcontracting opportunities for Prince George's County and all MBE firms our Team will:

PLAN REFINEMENT	Identify specific contracting and procurement needs early in Project, organize them by facility management services, establish Team points of contact for each individual contract, and advertise these opportunities to local MBE firms.
	Create and package Scopes of Work with MBE businesses in mind and consider restricting select bids to County MBEs (where practical or appropriate).
	Unbundle larger building maintenance contracts to expand MBE participation.
	Include MBE diversity inclusion language and participation requirements in all larger procurement bid packages, increasing opportunities for local MBE firms.
	Create and maintain a comprehensive Project website that will include all procurement information, outline procurement strategies, contract opportunities, MBE event and bid schedules, contract points of contract, prequalification forms, bid documents, technical and business support resources.
OUTREACH	Conduct numerous MBE outreach events at various County locations (virtual outreach events if COVID-19 persists) to advertise contract opportunities, connect them with Team members, address qualification requirements and planned bid schedules. All this information will be posted on PGCECP's Project website.
	Utilize our vast local and MBE firm database to connect with local and MBE firms and promote this Project and business opportunities to them. Gilbane, Honeywell and Three E Consulting will combine their databases to create a holistic database for the service phase.
	Host and/or attend various County, trade association and privately sponsored events to update local and MBE firms on upcoming Project opportunities and bid dates.
	Create outside distribution channels to create procurement opportunities including a central Project website, social media, community publications, local media outlets, e-mail blasts, newsletters, etc.
	Distribute our MBE subcontracting plan to MBE and local trade contractors and vendors, government support agencies, minority and local contractor associations.
	Engage and inform the PGC Chamber of Commerce, PGC Supplier Development & Diversity Division (SDDD) and county-based industry associations of upcoming business opportunities, contracting events, providing contact information and bid schedules.
IMPLEMENTATION	Communicate contract opportunities with certifying MBE agencies to increase Project awareness and accelerate certification process for MBE firms. These agencies include PGC Supplier Development & Diversity Division (SDDD), Maryland Department of Transportation (MDOT), Women's Business Enterprise National Council (WEBNC), and Capital Region Minority Supplier Development Council.
	Provide on-going technical and financial counseling to interested and selected MBE firms during the service phase.
	Honeywell will identify an internal MBE coordinator and align them with selected MBE firms to provide technical, financial, risk management and general business counseling during their contract performance period.
	Conduct on-going MBE firm prequalification for all anticipated contracts for the service phase. Debrief unsuccessful MBE firms and counsel them on details of why their firm or bid was not selected.



PERCENTAGE OF TOTAL SERVICES EXPENDITURES THAT PROPOSER ESTIMATES WILL BE PAID TO MBEs DURING THE SERVICES PERIOD

PGCECP has established a 30% MBE subcontracting requirement, excluding the mobilization period, of Honeywell in their services role.

The comprehensive activities noted above (i) will ensure that our Team will meet the Project's MBE subcontracting requirements in the services phase. Our comprehensive MBE subcontracting plan will allow us to quickly identify local MBE firms. We will utilize our collective resources to maximize Project opportunities for MBE firms by aligning them with Tier 1 and/or Tier 2 subcontractors, or supplier firms. A Tier 1 subcontractor is a firm that has a contract directly with Honeywell, while a Tier 2 subcontractor is a business that has a contract with a Tier 1 firm, but not directly with Honeywell.

SERVICE TEAM	MBE SERVICE CONTRACTORS, TECHNICIANS AND SUPPLIERS	
Honeywell	Structural Engineering Landscape Design Mechanical Plumbing Electrical	Pest Control Elevator Generator Fire Alarm Paving and Masonry
Total Services Contract Value - 100%	SERVICE MBE SUBCONTRACTS VALUE - 30%	

METHODS, OUTREACH AND PLANS FOR ACHIEVING MINIMUM CONTRACTING REQUIREMENTS

Since being selected as the preferred partner, PGCEC has begun MBE subcontracting outreach efforts. During the Exclusive Negotiating Agreement Period (ENAP) we have coordinated and established dialogue with PGCPs on how robust and visible those efforts should be. We are staffed and resourced to 'scale up' our efforts as PGCPs sees fit. We have ample resources from the Team's major participants and MBE partners to begin implementation our MBE subcontracting plan in the ENAP.

PROPOSED MBE VERIFICATION SYSTEMS

During the services phase, Honeywell and their contractors/subcontractors will utilize PGCPs' web-based, secure portal for data capture and reporting purposes in accordance with Article 18.8 of the Project Agreement.



MBE SUBCONTRACTORS INCLUDED IN THE PROPOSER TEAM

Identification of MBE Subcontractors

HONEYWELL

Although Honeywell's services contract will not commence until the Summer of 2023, they have already begun MBE subcontracting preparations for local and MBE service contractors, technicians and suppliers including structural engineering, landscape design, MEP, pest control, elevator, generator, fire alarm, paving and masonry.

MBE FINANCING MEMBERS

PGCECP's financing solution does not anticipate the need for equity contributions from entities other than the currently named Financing Members, Fengate Capital Management and Gilbane Development Company.

BRIEF DESCRIPTION OF A MONITORING AND ENFORCEMENT FRAMEWORK

Practices to facilitate MBE and CBB Reporting Obligations under Section 18.8 of PA

Developer Oversight: The Developer will monitor the delivery of the MBE/CBB Subcontracting Plans on a monthly basis, in line with the MBE/CBB reporting requirements. PGCECP's Principal-In-Charge will be responsible for addressing any issues identified by the Developer or PGCPs in their reviews of the MBE/CBB reports generated by the PGCECP consortium.

Services Provider Accountability: As identified in Section 1.2.4(ii) of this Technical Submission, the MBE and CBB obligations have been flowed-down to the Services Provider during the Services Period. These obligations, along with the Developer's retained rights to monitor and enforce their delivery, are captured in the Services Contract. This flow-down means that the Services Provider has the same obligations and incentives as the Developer does in the Project Agreement, while still allowing the Developer to pro-actively monitor the MBE/CBB reports for deviations and adjust as required.

Subcontractor Obligations: Similar to the Services Provider contract with the Developer, Key Subcontractors will have the Project Agreement's MBE/CBB contracting and reporting obligations included as part of their contracts. As noted in Section 1.2.4(i), the Services Provider will put programs in place to facilitate MBE/CBB participation, and to oversee the accurate self-reporting required of the Subcontractors under Section 18.8 of the Project Agreement.

Minimum Quantitative Requirements Transparency: Recognizing the importance of the MBE/CBB minimum quantitative requirements to the Project, PGCECP's Developer, and Services Provider will apply their quality management systems to confirm the accuracy of the MBE/CBB reports, including the use of an independent firm, Three E Consulting, that specializes in these services. This will provide PGCPs with comfort that the monthly MBE/CBB contracting reports are both reliable and accurate, but also provides PGCPs and the Developer a tool to track progress towards achieving the minimum quantitative requirements during the Services Period.

MBE/CBB Subcontracting Plan Compliance Measuring: The Agreement's MBE/CBB reporting requirements will allow PGCPs and the Developer to assess the implementation of the Services Provider's MBE/CBB Subcontracting Plans on a regular basis to track compliance and address issues.

Key MBE/CBB Metrics Data: MBE/CBB reporting requirements will be clearly communicated to each Project Contractor and Subcontractor before they start work so that there are no issues on monthly report content and due dates. Orientation with the PGCPs web-based portal for data capture will be part of Subcontractor onboarding. Services Provider will confirm monthly data sets are provided for each of their active Subcontractors.



PLAN TO UTILIZE AND SUBCONTRACT WORK TO COMPANIES LOCATED OR BASED IN PRINCE GEORGE'S COUNTY

PGCECP is committed to meeting the Agreement's CBB subcontracting requirements, which is directing a minimum of 20% of the MBE contract value to CBBs. Our subcontracting plan was developed by all Team members and designed to maximize business opportunities for a wide variety of CBBs during the service phase, and to provide employment and workforce development opportunities for County residents.

GENERAL APPROACH TO CBB CONTRACTING

Our CBB subcontracting plan is almost identical to our MBE subcontracting plan, and we will implement and document them concurrently. Like the MBE subcontracting plan, it will be organized into two elements, design-build and services.

Honeywell has identified specific business types that they will contract with to build out their CBB team in the service phase.

Although Honeywell's services contract will not commence until the summer of 2023, they have already begun CBB subcontracting preparations for local service contractors, technicians and suppliers. Their CBB contracting efforts will focus on the following fields: structural engineering, landscape design, mechanical/plumbing, generator, electrical, pest control, elevators, fire alarm, masonry and paving.

As with our MBE plan, Honeywell will lead our Team's CBB subcontracting plan initiatives during the Services Period. To facilitate the implementation and documentation of the plan, Honeywell will have a designated MBE/CBB coordinator that will provide plan administration and reporting based on CBB contract alignment and phase.

PERCENTAGE OF TOTAL SERVICES EXPENDITURES THAT PROPOSER ESTIMATES WILL BE PAID TO CBBs DURING THE SERVICES PERIOD

Like our MBE plan, our CBB subcontracting plan is structured so that a minimum of 20% of the MBE contract value will be directed to CBBs, excluding the mobilization period, during the services period.

SERVICE TEAM	CBB SERVICE CONTRACTORS, TECHNICIANS AND SUPPLIERS	
Honeywell	Structural Engineering Landscape Design Mechanical Plumbing Electrical	Pest Control Elevator Generator Fire Alarm Paving and Masonry
Total Services Contract Value - 100%	CBB SUBCONTRACTED SERVICES - 20% MBE Subcontract Value	



METHODS, OUTREACH AND PLANS FOR ACHIEVING MINIMUM CONTRACTING REQUIREMENTS

Our Team will utilize many of the same methods, outreach and strategic contracting plans in order to achieve the CBB contracting requirements. Like our MBE approach, these will include:

PLAN DEVELOPMENT	Identify specific contracting and procurement needs early in Project, organize them by facility management services, establish Team points of contact for each individual contract, and advertise these opportunities to local CBB firms.
	Create and package 'Scopes of Work' with CBB businesses in mind and consider restricting select bids to Prince George's County CBBs (where practical or appropriate).
	'Unbundle' larger building maintenance contracts to expand CBB participation.
	Include CBB diversity inclusion language and participation requirements in all larger procurement bid packages, increasing opportunities for CBB firms.
	Create and maintain a comprehensive Project website that will include all procurement information, outline procurement strategies, contract opportunities, CBB event and bid schedules, contract points of contact, prequalification forms, bid documents, technical and business support resources.
OUTREACH	Conduct numerous CBB outreach events at various County locations ('virtual' outreach events if Covid-19 persists) to advertise contract opportunities, connect them with Team members, address qualification requirements and planned bid schedules.
	Gilbane, Honeywell and Three E Consulting will combine their CBB databases to create a holistic listing of services contract opportunities.
	Host and/or attend various County, trade association and privately sponsored events to update CBB firms on upcoming project opportunities and bid dates
	Identify outside distribution channels to advertise contract opportunities including our Project website, social media, community publications, local media outlets, e-mail blasts, newsletters, etc.
	Distribute our CBB subcontracting plan to local trade contractors and vendors, government support agencies, minority and local contractor associations.
	Engage and inform the PGC Chamber of Commerce, PGC Supplier Development & Diversity Division (SDDD) and county-based industry associations of upcoming business opportunities, contracting events, providing contact information and bid schedules
IMPLEMENTATION	Provide on-going technical and financial counseling to selected CBB firms during the service phase.
	Honeywell will identify an internal MBE/CBB coordinator, as will each of our major Tier 1 subcontractors, and align them with selected CBB firms to provide technical, financial, risk management and general business counseling during their contract performance period.
	Conduct on-going CBB firm prequalification for all anticipated contracts for the service phase. Debrief unsuccessful CBB firms and counsel them on details of why their firm or bid was not selected.

PROPOSED CBB SUBCONTRACTING VERIFICATIONS SYSTEMS

Honeywell and their contractors/subcontractors will utilize PGCP's web-based, secure portal for data capture and reporting purposes in accordance with Article 18.8 of the Project Agreement.

During the services period, Honeywell will utilize the systems and report forms established in the design-build phase, and the Developer and Honeywell will self-report their results monthly in the services period.



IDENTIFICATION OF CBB SUBCONTRACTORS INCLUDED IN THE PROPOSER TEAM

Identification of CBB Subcontractors

HONEYWELL

Although Honeywell's services contract will not commence until the Summer of 2023, they have already begun CBB subcontracting preparations for local and CBB service contractors, technicians and suppliers including structural engineering, landscape design, MEP, pest control, elevator, generator, fire alarm, paving and masonry.

CBB FINANCING MEMBERS

PGCECP's financing solution does not anticipate the need for equity contributions from entities other than the currently named Financing Members, Fengate Capital Management and Gilbane Development Company.



EXHIBIT M
COMMUNITY INVESTMENT PROGRAM

EXHIBIT M: COMMUNITY INVESTMENT PROGRAM: DESIGN-BUILD PERIOD

COMMITMENT



PGCECP is fully committed to leveraging this new multi-school Project to enhance the quality of life of the residents, workers and communities of Prince George's County. Each PGCECP Team member (Fengate, Gilbane Development, Gilbane Building and Stantec) will be an active participant in implementation of this comprehensive Community Investment Program (CIP) outlined below. **Darin Early, Principal-in-Charge for Gilbane Development Company** (top, right) will be the Developer sponsor

of this plan and **Yvette Stevens, Gilbane's Director of Economic Inclusion and Community Affairs** (bottom, right), will be responsible for the implementation and documentation of our CIP during the Design-Build Period.



PLAN OVERVIEW

Our Plan is designed to enhance the quality of life for the students, parents, staff, neighborhood residents and local businesses. It is designed to provide meaningful long-term benefits through tangible workforce and business training, community enhancements, financial scholarships and a variety of educational opportunities at all levels (elementary school, middle school, high school, community college, university).

Key elements of our CIP are highlighted below and further detailed in this section.

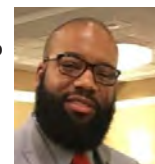
- Workforce Development
- Community Services and Amenities
- Mentor-Protégé Program
- Internships and Apprenticeships
- Scholarships and Educational Opportunities

WORKFORCE DEVELOPMENT



PGCECP recognizes the significance of the employment and economic aspirations of County officials and their residents, and our Team and CIP will support the County in achieving them. We share the County officials' commitment to creating and keeping jobs in the County. Over the years, Fengate, Gilbane, Stantec and Three|E Consulting have administered a variety of large-scale development programs that have met aggressive local employment and workforce training goals. Our team, **Eben Smith** (top, right) and **Michael Burke** (bottom, right) in particular, will:

- Communicate local workforce training and employment opportunities to the community
- Identify local resources for job readiness training and workforce assistance
- Provide internship and apprenticeship programs that build capacity for residents and businesses
- Timely, accurate and transparent reporting of local hire and workforce training achievements





We have already engaged Walter Simmons and Jeffrey Swilley at Employ Prince George's Inc., as well as other local workforce development organizations to identify, recruit, train, hire and retain qualified County residents for jobs on school design/construction and other projects. Our CIP will maximize job placements by providing continuous opportunities for skilled and unskilled labor throughout the course of the six school projects.

PGCECP and our Tier 1 subcontractors (major consultants and subcontractors hired directly by Gilbane and Stantec), will put in place procedures to ensure County residents and employment support agencies are immediately notified of job openings and employment opportunities as it relates to our Team members and this Project. Our Team and Tier 1 subcontractors will actively recruit County residents and engage the services of the County and Maryland employment assistance and workforce training agencies. Our Team, suppliers and subcontractors will post job vacancies, regardless of whether these opportunities are for this Project or general job vacancies.

Workforce Development Approach Highlights

- Establish a new hire goal for County residents for this Project
- Gilbane, Stantec and each of our Tier 1 contractors will advertise employment opportunities with local County workforce development agencies including the Local Workforce Development Board, Employ Prince George's and American Job Center
- Eben Smith and Michael Burke will work with Employ Prince George's Inc. (Walter Simmons, President and CEO) to provide visibility for employment opportunities within our Team, core subcontractors/vendors, and the broader Project for County residents
- We will develop a technical and 'soft skill' training program in the disciplines of design, engineering and construction that we will make available online for all interested candidates for employment and new hires
- Regularly post all workforce development initiatives, meeting and training dates, hiring statistics on our Team website

COMMUNITY SERVICES AND AMENITIES PLAN

The bulk of our team's presence and visibility will be during the Project's design and construction phase (2020-2023). Upon selection, Ms. Stevens and key members of our Team (including Three|E Consulting) will conduct a series of meetings with PGCPs, school administrators, communities and stakeholders in order to get the necessary feedback to 'customize' a services and/or amenities plan for each individual community. Key elements of these plans will include:

- Our six school Project design-build teams will 'adopt' their local school community
- These communities will identify a service or amenity that they desire
- Service examples might include a series of food, clothing or school supply drives, a Habitat for Humanity project or Rebuilding Together project
- Amenity examples might include constructing a new community pavilion or gazebo, outdoor performance stage, community signage/landscaping improvements, or local daycare center enhancements
- Each of our individual school project teams, including major subcontractors/vendors, will volunteer their time, tools, materials, resources to complete individual communities desired service/amenity



Gilbane employees renovate Laurel, Maryland home during Rebuilding Together.



MENTOR PROTÉGÉ PROGRAMS



Mentoring relationships for large design/construction programs have been successfully used in a variety of public-private partnerships to encourage business relationships between larger organizations and small, local or disadvantaged firms.

Our mentor-protégé program (MPP) will enhance the experiences and technical capabilities of our selected protégé firms, and to support them in recruiting/retaining high value employees and new business accounts. Our mentors will assist their protégé firms in developing their organizations through formal and informal training, and the implementation of industry 'best practices' across a broad spectrum of key topics (sales/marketing, estimating and bidding, quality control, technical expertise, accounting, legal, etc.).

As part of the Plan our Team will be mentoring several County-based businesses throughout the Project. Gilbane will serve as the mentor to Warren Brothers Construction and Corenic Construction and Stantec will serve as mentor to Arel Architects and another design firm. Our MPP will require our Tier 1 trade consultants and contractors to select County MBE/CBB suppliers or subcontractors and enter mentor-protégé relationships with those firms.

Mentoring training sessions will be developed by Michael Burke and conducted in formal classroom settings, online webinars, one-on-one, and in the field on active construction project sites by various Team members.

Mentor Protégé Approach Highlights

- Gilbane and Stantec will each establish a mentor-protégé relationships with County MBE/CBB firm that will be engaged in the design and construction elements of this Project
- Our Tier 1 subcontractors will establish parallel mentor-protégé relationships with local County-based MBE/CBB firms in their specialty fields.
- Utilize experience as skillsets of Michael Burke and Eben Smith to customize a MPP that will include structured and informal business and soft skill training for all the selected protégé firms. Business training topics will include sales/marketing, vendor qualification, bidding and pricing, technical execution, contract management and administration, HR, labor management, bonds/insurance, accounting, legal, quality control and safety.
- Our Team will make mentor-protégé training and contract value commitments to MBE/CBB protégé firms

INTERNSHIPS AND APPRENTICESHIP PROGRAMS



PGCECP commits to providing paid summer internships to PGCPs and PGCC students and recent graduates. Because of the breadth of disciplines on our Team these internships will be available in the areas of design, engineering, construction and specialty contracting. We will focus our efforts for identifying and hiring interns through PGCPs Career and Technical Education (CTE) program and PGCC. Our Team will also seek internship opportunities for CTE graduates in the fields of business, graphic arts and IT.

Gilbane MBE Mentorship



In early 2019
Gilbane and
Warren Brothers
Construction

initiated a Mentor-Protégé relationship to mutually benefit both firms as they seek to advance their construction business operations throughout the Maryland, DC and Virginia markets.



Since forming the Mentor-Protégé relationship, Gilbane and Warren Brothers were awarded the Morgan State University Thurgood Marshall Apartments (left) and Marlboro Hall at PGCC (right) projects, valued at \$160 million.



There are a wide variety of apprenticeship resources and programs available in the County for students, recent graduates and residents that are sponsored by the County, State of Maryland and the District of Columbia. Gilbane has already held detailed conversations with many of these groups and each of them stand ready to support the PGCECP Team upon award. These include:



PGCPS Career and Technical Education (CTE) Youth Apprenticeship Program – This youth apprenticeship study program helps students gain skills, technical knowledge, an academic foundation and field experience to prepare them for high-skill, in demand jobs in design, engineering and construction. If selected, PGCECP will join the CTE Business Partnership Program as a conduit to drive interested students to Project employment opportunities.



Gilbane will work with CTE to identify and promote specific work-based learning and employment opportunities for the PGCPS ACF package.

Maryland Department of Labor – Maryland Apprenticeship and Training Program (MATP)

- Maryland's Registered Apprenticeship and Training Program is a nationally recognized model that can support Prince George's County residents by growing apprenticeships among underrepresented populations through a sustainable funding plan.



SkillsUSA Maryland – is a nonprofit association that helps technical education students follow their career goals.



Iron Worker Local #5 – Offers training in all aspects of the iron working trades.



IEC Chesapeake Electrical Apprenticeship Program – This is a joint apprenticeship program sponsored by both electrical and telecommunication trades.



Joint Apprenticeship Training Committee (JATC) – This is a five-year apprenticeship program of the Steamfitters and provides job training and employment.

Internship and Apprenticeship Highlights

- Gilbane and Stantec will each develop a paid summer internship program and hire County resident interns in each of our core disciplines (design, construction). We will work with PGCPS and PGCC to identify intern candidates.
- We will require our core Tier 1 subcontractors/consultants to implement a parallel internship program through PGCPS CTE program
- PGCECP will work closely with a variety of local apprenticeship sponsors and our Tier 1 trade contractors to hire County residents as specialty trade apprentices



SCHOLARSHIPS AND EDUCATIONAL OPPORTUNITIES



Supporting the educational advancement of PGCPs students is a critical element of our Community Investment Program. PGCECP will participate on two fronts to support this initiative: 1) academically - we will sponsor an ACE (Architecture, Construction, Engineering) Mentor Program chapter in the County; 2) financially - by funding academic scholarships to deserving PGCPs graduates.



ACE Mentor Program - Gilbane and Stantec have been active sponsors and participants of the ACE Mentor Program in Maryland for nearly 20 years, and recently started a metro-DC chapter. The core mission of the program is to engage, excite and enlighten high school students to pursue careers in architecture, engineering and construction through mentoring, and to support their continued advancement in the industry. We will make this program available to interested County high school students. It includes structured workshops, field trips, after school education, and realistic design/construction competitions throughout the school semester. Gilbane and Stantec will designate staff mentors from our Team with a variety of backgrounds - design, engineering and construction to give students exposure to the industry and the many high-paying career opportunities.

Many Maryland students that have matriculated through our ACE programs have received college scholarships and employment offers from many industry leaders, including Gilbane and Stantec.

Junior Designers and Builders - We will be building six new middle schools in six different communities. We have an excellent opportunity to reach out to students to educate them on this multi-school design and construction Project, and to expose them to the many career opportunities available in the design, engineering and construction. Led by our junior architects, engineers and builders, our Team will implement a Junior Designers and Builders Program. This student inclusion program is offered in the school, and provides educational and experiential activities, and a way for students to get involved in their school's design and construction process.

Scholarship and Educational Approach Highlights

- **PGCECP will sponsor a scholarship fund and award scholarships** to PGCPs ACE program graduates to attend Prince George's Community College, during the design-build period.
- Establish an ACE Mentor Program chapter in the County, that provides for scholarships and employment opportunities
- Conduct interactive and educational activities through our Junior Designers & Builders program at various elementary and middle schools to enlighten PGCPs youth on the exciting careers in these industries



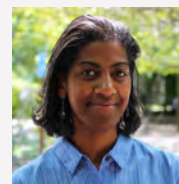
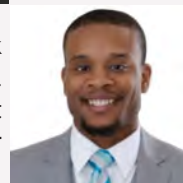
Gilbane Maryland ACE MENTORS

Santiago Mejia
Project Manager



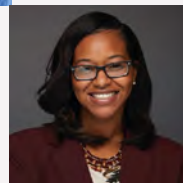
Daniel Mackey
Superintendent

Cederick
Shelton, Jr.
Senior Project
Engineer



Yohan Green
Project Engineer

Nailah Hatten
Project Engineer



Arland Knipe
Project Executive

Ted Holt
Vice President
Board Member
ACE Program of
Baltimore



EXHIBIT M: COMMUNITY INVESTMENT PROGRAM – SUPPLEMENT

PGCECP's Community Investment Program is an adaptive and organic document that will develop over time through an iterative process that involves Gilbane, the Design Team, prime Trade Contractor Partners and our subcontractor base. The plan will be responsive to feedback we receive from the individual communities, as well as Prince George's County Public Schools (PGCPS), and Prince George's County (PGC). While the plan presented in the response to the RFP represents our broad commitment and includes elements that are not easily quantified (i.e. mentorships and potential partnerships with the PGCPS CTE program and Prince George's County Community College) and that we are still committed to pursuing, we recognize that both PGCPS and PGCECP anticipate our commitments will be refined and our final plan will be reflective of that evolution.

As such, to date, PGCECP has identified the following initial targets as part of our Community Investment Program:

Community Investment Program Supplement No. 1	
Program Elements	PGCECP Design-Build Period Goals
Internships	10 positions (field and office)
Apprentices	12 positions
Scholarships ¹	\$1,000,000
Mentor Protégé Opportunities	14 Firms
Community Investment ²	\$60,000 (\$10,000 per school)
Community Investment Events ³	6 events

The Internships, apprentices and mentor protégé opportunities have an approximate value of \$4.7 million.

Further, in our effort to regularly update the Prince George's County community on our impact, we will release a bi-annual Community Impact Plan Report to the ACF Steering Committee highlighting our community impact.

¹ To be funded from cost-savings identified by PGCPS and PGCECP and that will be administered by Excellence in Education Foundation for PGCPS, Inc.

² School Community Investment include a monetary contribution to the community for special projects that may include outdoor recreation or athletic equipment, or other special community need that may be identified by the planning committees.

³ Community Investment Events are voluntary programs that each school project team will organize. These can include food, school supply or clothing drives; Habitat For Humanity work projects; community cleanup events; and feed the homeless events. These events are volunteer driven and will be organized by Gilbane's on-site field teams with support from our various trade contractors and suppliers, school personnel and the individual communities.



EXHIBIT M: COMMUNITY INVESTMENT PROGRAM: SERVICES PERIOD

COMMITMENT



PGCECP is fully committed to leveraging this new multi-school Project to enhance the quality of life of the residents, workers and communities of Prince George's County. Each PGCECP Team member (Fengate, Gilbane Development and Honeywell) will be an active participant in implementation of this comprehensive Community Investment Program (CIP) outlined below. **Darin Early, Principal-in-Charge for Gilbane Development Company** (top, right) will be the Developer sponsor of this plan and **Yvette Stevens, Gilbane's Director of Economic Inclusion and Community Affairs** (bottom, right), will be responsible for the initial implementation and documentation of our CIP at the beginning of the Services Period. David Threinen and Dennis Crawford of Honeywell will manage the Services Period Community Investment Program from the Effective Date until Honeywell's project team are put in place, at which point Honeywell's Facility Manager will take over as the lead.



PLAN OVERVIEW

Our Plan is designed to enhance the quality of life for the students, parents, staff, neighborhood residents and local businesses. It is designed to provide meaningful long-term benefits through tangible workforce and business training, community enhancements, financial scholarships and a variety of educational opportunities at all levels (elementary school, middle school, high school, community college, university).

Key elements of our CIP are highlighted below and further detailed in this section.

- Workforce Development
- Community Services and Amenities
- Mentor-Protégé Program
- Internships and Apprenticeships
- Scholarships and Educational Opportunities

WORKFORCE DEVELOPMENT

PGCECP recognizes the significance of the employment and economic aspirations of County officials and their residents, and our Team and CIP will support the County in achieving them. We share the County officials' commitment to creating and keeping jobs in the County. Our team will:

- Communicate local workforce training and employment opportunities to the community
- Identify local resources for job readiness training and workforce assistance
- Provide internship and apprenticeship programs that build capacity for residents and businesses
- Timely, accurate and transparent reporting of local hire and workforce training achievements

PGCECP and our Tier 1 subcontractors (subcontractors to be hired directly by Honeywell), will put in place procedures to ensure County residents and employment support agencies are immediately notified of job openings and employment opportunities as it relates to our Team members and this Project. Our Team and Tier 1 subcontractors will actively recruit County residents and engage the services of the County and Maryland employment assistance and workforce training agencies. Our Team, suppliers and subcontractors will post job vacancies, regardless of whether these opportunities are for this Project or general job vacancies.



Workforce Development Approach Highlights

- Honeywell and each of our Tier 1 contractors will advertise employment opportunities with local County workforce development agencies including the Local Workforce Development Board, Employ Prince George's and American Job Center
- Regularly post all workforce development initiatives, meeting and training dates, hiring statistics on our Team website

MENTOR PROTÉGÉ PROGRAMS

Our mentor-protégé program (MPP) will enhance the experiences and technical capabilities of our selected protégé firms, and to support them in recruiting/retaining high value employees and new business accounts. Our mentors will assist their protégé firms in developing their organizations through formal and informal training, and the implementation of industry 'best practices' across a broad spectrum of key topics (sales/marketing, estimating and bidding, quality control, technical expertise, accounting, legal, etc.).

As part of the Plan our Team will be mentoring several County-based businesses throughout the Project. Honeywell will select their protege firm during the construction phase.

Mentor Protégé Approach Highlights

- Honeywell will establish a mentor-protégé relationships with County MBE/CBB firm that will be engaged in the maintenance elements of this Project
- Our Team will make mentor-protégé training to MBE/CBB protégé firms

INTERNSHIPS AND APPRENTICESHIP PROGRAMS

PGCECP commits to providing paid internships to PGCPs and PGCC students and recent graduates. These internships will be available in the area of facilities management. We will focus our efforts for identifying and hiring interns through PGCPs Career and Technical Education (CTE) program and PGCC. Our Team will also seek internship opportunities for CTE graduates.

There are a wide variety of apprenticeship resources and programs available in the County for students, recent graduates and residents that are sponsored by the County, State of Maryland and the District of Columbia. These include:

Maryland Department of Labor – Maryland Apprenticeship and Training Program (MATP)

- Maryland's Registered Apprenticeship and Training Program is a nationally recognized model that can support Prince George's County residents by growing apprenticeships among underrepresented populations through a sustainable funding plan.

SkillsUSA Maryland – is a nonprofit association that helps technical education students follow their career goals.

Internship and Apprenticeship Highlights

- Honeywell will develop a paid summer internship program and hire County resident interns. We will work with PGCPs and PGCC to identify intern candidates.
- PGCECP will work closely with a variety of local apprenticeship sponsors to hire County residents as specialty trade apprentices.



SCHOLARSHIPS AND EDUCATIONAL OPPORTUNITIES

Supporting the educational advancement of PGCPs students is a critical element of our Community Investment Program. PGCECP will participate on two fronts to support this initiative: 1) academically - we will sponsor an mentor program in the County; 2) financially - by funding academic scholarships to deserving PGCPs graduates.

ACE Mentor Program - Honeywell will designate staff mentors to give students exposure to the industry.

Scholarship and Educational Approach Highlights

- PGCECP will sponsor a scholarship during the services period
- Conduct interactive and educational activities to enlighten PGCPs youth on exciting careers



EXHIBIT N
COMMUNITY ENGAGEMENT AND OUTREACH PLAN

PROGRAM COORDINATION AND OUTREACH APPROACH

The PGCECP Team understands that a critical Project success factor will be our ability to initiate and direct a comprehensive and long-term Community Coordination and Outreach Plan (Plan) that will meet the goals and requirements of PGCPs, the County, individual Schools and communities, and many important stakeholders. The objective of our Plan is to be collaborative, comprehensive, purposeful and enduring.

With input and feedback from PGCPs and select stakeholders our Team will develop a multi-faceted Plan that will be organized to address the anticipated needs of individual schools and their communities, PGCPs and County officials, and interested external parties. Shortly after our selection key members of our Team (Fengate, Gilbane, Stantec and Honeywell) will meet with PGCPs officials, school principals, community leaders and key stakeholders to review our draft Plan, and make any necessary adjustments to align with the goals and requirements of a broad set of constituents.



Our Community Coordination and Outreach efforts will be both holistic and school based.

Holistic in terms of addressing many topics of interest to a broad County audience, including budget, schedules, employment and business opportunities, design concepts, construction impact, etc., and

School-based to address the unique needs of individual Schools and their surrounding communities.

PROGRAM COMMUNITY COORDINATION AND OUTREACH PLAN

As early as was practical, we began a soft implementation of our community coordination and outreach plan in the Exclusive Negotiating Agreement Period (ENAP), and will continue these activities after the Effective Date. Our Plan that will not only highlight the benefits of each School and this Project, but proactively addresses any stakeholder concerns, whether real or perceived. We recognize that failure to initiate this process at the very outset may result

Management Structure of the Developer



Darin Early
Gilbane Development Company

- Represents the PGCECP Team to PGCPs, the County and major stakeholders
- Serves at the executive-in-charge for the Plan and all oversees community coordination and engagement activities at an executive level
- Tailors and adjusts Plans to meet the needs of PGCPs, the County and individual school and community groups



Yvette Stevens
Gilbane Building Company

- Leads day-to-day community coordination and outreach efforts
- Reports directly to Mr. Early
- Refine, implement and document Plan activities for all phases of the Project
- Will be supported in her role by all members of PGCECP and Eben Smith and Three|E Consulting Group



Eben Smith
Three|E Consulting Group

- Support PGCECP in community outreach and engagement, event planning and facilitation, database management, communications, website and social media development and maintenance
- Michael Burke will serve as a consultant for Workforce Development
- County resident and County-Based Business (CBB)



in unforeseen obstacles during the entitlement, permitting, approval, design, construction or service phase. School employees, residents, businesses, religious institutions, community organizations, general public, and others who may be inconvenienced during construction need to be recognized and their concerns addressed early in the process.

ROLES OF MAJOR PARTICIPANTS & SUBCONTRACTORS OVER VARIOUS PHASES



All major participants and subcontractors to the PGCECP Team will actively participate at various community coordination and outreach events. Depending on the Project phase and specific agenda, our participants will include various members of the PGCECP Team - (Fengate, Gilbane, Stantec, Honeywell and key subcontractors) who will serve as subject matter experts in the fields of development, finance, design, construction and building maintenance).



MBE and CBB firms include **K. Dixon Architecture, Arel Architects, Warren Brothers Construction and Corenic Construction. Mona Electric and Shapiro & Duncan** are Gilbane's key design-assist trade contractors for electrical, mechanical and plumbing – both with substantial County business operations.

Our broader Design-Build team includes several County-based consulting firms and subcontractors (including MBE and CBB firms). Many of the principals of these firms are County residents and will actively support our Team at community coordination and outreach events.



Continuity of personnel is crucial for our Plan's success, so key Team members will be consistent participants at these events for the life cycle of the Project.



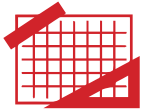
KEY ACTIVITIES

Depending on the community coordination or outreach event – from a small community/school-based meeting, to an executive leadership briefing, to a County wide open house - our Team's efforts will involve a series of on-going planning, preparation, facilitation, follow-up, and documentation activities. In order to meet the needs of various School-based, district-wide and external stakeholders, Ms. Stevens will oversee a series of activities that will include:

- Initial meetings with PGCPs, County leadership and invited stakeholders to finalize Plan intent, event frequency, content, media and distribution
- Initial meetings with School principals, administrators, local PTA, HOA and community groups to finalize Plan intent, event frequency, content, media and distribution
- Develop and distribute event invitations, agendas, presentation and graphic materials
- Facilitate and document community and outreach events
- Ensure PGCECP has appropriate Team members and guests at each event
- Ensure continuity of Team personnel for all meetings
- Provide follow-up information as requested
- Regularly update and distribute Project information
- Maintain a contact database to regularly update interested parties
- Utilize technology (websites, social media, e-mail, text, web cameras) to keep stakeholders informed



COLLABORATION WITH PGCPs, COMMUNITY STAKEHOLDERS & ADDITIONAL PARTIES



DESIGN PERIOD

School-Based Plans

During the design phase, Ms. Stevens and Mr. Smith will facilitate a series of formal and informal meetings with PGCPs staff, individual school principals and administrators, parents and students, community organizations and key stakeholders to keep everyone informed on all facets of design and construction.

District-Wide and External Stakeholder Plans

Stantec will present updated school designs and site plans to the audience, answer questions and seek community feedback. Items that will be addressed will include building design; materials and systems; site plans, school roadways, parking and athletic field locations; sustainability issues, etc. As suggested in the RFP, we will conduct a 100% Design Development community meeting for each School to get any final feedback before completion of the construction documents.

Gilbane will take community questions and feedback regarding the specific approach to construction including bus drop off/pick up; parent drop off/pick up; staff parking; weekend school access and site use; construction worker parking; construction deliveries and waste removal; site fencing and signage; work hours, etc.



Regular meetings with the community will be attended by the individual project architects and construction managers of the Design-Build team, Gilbane and Stantec, and other Team members as appropriate.



CONSTRUCTION PERIOD

School-Based Plans

These events will be organized and led by Gilbane's project managers and/or field superintendents who will answer questions and address comments. We will meet weekly or monthly with individual school principals and/or administrators (their choice) to update them on construction progress and planned activities.

District-Wide and External Stakeholder Plans

Our anticipation is that meetings with the districts and external stakeholders will require the participation of our executive and senior management Team. Therefore Mr. Early and Ms. Stevens will be responsible for preparing and distributing Plan materials in advance of these meetings and events; attending and facilitating these meetings/events; responding to questions and requests resulting from these events. Depending on the audience or event agenda, Mr. Early will coordinate the participation of other Team members. Three|E Consulting will document these events and update materials/reports/websites/social media posts as determined by PGCPs and key external stakeholders. The frequency of meetings/events will be determined by PGCPs.



Regular meetings with the community will be attended by the individual project architects and construction managers of the Design-Build team, Gilbane and Stantec, and other Team members as appropriate.





SERVICES PERIOD

School-Based Plans

As the project transitions from the construction phase to the services phase, Mr. Early will introduce the Honeywell team to PGCPs officials, the school principal, administrative staff, PGCPs building services personnel and key stakeholders and schedule a series of meetings as deemed necessary. PGCPs and school administrators will have the opportunity to interface with Honeywell's local management team, building engineers and lead field technicians in advance of individual building occupancy. There will be an ample overlap between the construction and building maintenance teams, so school officials can have confidence knowing the staff will be thoroughly trained on building systems, operation and maintenance (O&M), and warranty service procedures.

During the transition from construction to the building services phase, our recommendation is that Honeywell should conduct weekly meetings with PGCPs, individual school representatives and PGCPs building services personnel. Once the building is occupied and fully operational it would be at the discretion of PGCPs, school administrators and Honeywell as to the frequency of community and stakeholder outreach meetings. Mr. Early and Honeywell will be the primary PGCECP participants at these meetings and events.

District-Wide and External Stakeholder Plans

Given the enduring nature of the services phase, Mr. Early and Honeywell will be responsible for preparing and distributing all Plan materials necessary for these meetings and events; attending and facilitating these meetings; and updating materials/reports. Depending on the meeting or event agenda, Mr. Early will make any specific Team members available. The meeting frequency in this phase will be mutually determined by PGCPs and the Developer.



EXHIBIT O

BACKGROUND CHECK REQUIREMENTS

A. Definitions

1. **Child Protective Service clearances** are completed through PGCPs and involve the submission of an applicant's information to Prince George's County Department of Social Services to confirm if the applicant is the subject of an investigation or has been found indicated, substantiated or unsubstantiated in a child abuse or neglect case. The search will include review of the Maryland Children's Electronic Social Services Information Exchange ("MD CHESSIE"), a statewide-automated case management system; the Department's Client Information System ("CIS"); or the Central Registry, a component of the CIS or other confidential computerized database that contains information regarding child abuse and neglect investigations.

2. **Fingerprint-Based National and State Criminal History Checks:** Pursuant to Federal and Maryland law, PGCPs conducts a national and state fingerprint background check on all individuals who will have direct contact with children under the supervision of PGCPs. The process must be completed through PGCPs and involve a full fingerprint supported criminal records check through the Criminal Justice Information System ("CJIS"), a State of Maryland legal database. Criminal background results are usually received by PGCPs from the State of Maryland and FBI within seven working days.

3. **Independent Contractors, subcontractors and vendors ("contractors")** include those individuals who are not employees and paid through the PGCPs payroll system, but who work on a Site through any Developer Person pursuant to the Agreement.

4. **SafeSchools Training Modules** are online safety training programs used to train contractors on school-related safety issues. Assigned, mandatory course(s) must be completed prior to commencing any Design-Build Work or Services.

B. Procedures for Independent Contractors/Subcontractors/Vendors

1. Contractors must undergo a Maryland Criminal Justice Information System (CJIS) and the FBI fingerprint background check, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – Prince George's County Child Abuse: Mandatory Reporting and any training required by federal, state or local law pursuant to a mandate or policy set forth by PGCPs.

2. The cost associated with all background check requirements, including but not limited to fingerprint background checks and child protective service clearance is absorbed by the contractor.

3. All background checks must be completed fifteen (15) Business Days prior to beginning work in and around any Site. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working on a Site

until fifteen (15) Business Days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.

4. Any employee of contractor who has a lapse in employment shall be required to undergo the full fingerprint background check process in order to return to work on a Site.

5. Prior to initiating any work in an existing school building, contractors must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

C. Ineligibility for Assignment at a Site

1. Any individual convicted of or currently charged with the following crimes are ineligible to access a Site for purposes of the Project (references below are to the Criminal Law Article of the Maryland Annotated Code):

a. A crime involving third or fourth degree sexual offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;

b. A crime involving child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland;

c. A crime involving a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland; or

d. Identification as an alleged abuser or neglecter following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

2. Pursuant to Md. Code Ann., Criminal Procedure § 11-722, a person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school if the individual is a sex offender registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

3. In addition to the crimes listed above, an individual may be found ineligible based on a conviction or pending criminal charge for other crime(s), depending on the nature and frequency of the charge(s); the time elapsed since the crime(s) or charge(s); and other factors that may weigh against hiring or assigning the individual to work at a Site for purposes of the Project.

4. The Chief of Human Resources, or designee, shall notify the Department of Capital Programs to contact the contractor and advise them of their ineligibility to work on a Site for purposes of the Project. Strict confidentiality shall be maintained regarding all information disclosed through any Fingerprint Background Check or Child Protective Service Clearance.

5. Pursuant to Md. Code Ann., Education §6-113.2 (Code), a contractor of a Board of Education who provides services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Contractor shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.

EXHIBIT P
SAFETY PLAN

SAFETY MANAGEMENT PLAN



For decades, Gilbane has developed award-winning safety programs designed to protect workers, nearby building occupants and the general public; and initiated

some of the most innovative and effective procedures, systems and programs in the business. We regularly partner with the Occupational Health and Safety Administration (OSHA), Maryland Occupational Safety and Health (MOSH) and industry safety committees to advance this cause. As a result, the number of accidents on Gilbane projects is substantially lower than the industry average, resulting in numerous industry awards and our recognition as one of the safest contractors in the United States.



COVID-19 SAFETY INITIATIVES



As the impact of COVID-19 is felt globally, Gilbane immediately implemented proactive risk management procedures that included was stations, PPE, temperature check points and social distancing.

We established a Crisis Response COVID-19 Task Force to respond to swift preparations and actions for the safety of our employees, subcontractors, vendors, clients and the public.

Gilbane and MOSH work together to keep Gilbane projects safe. The picture on the left includes our project team from the University of Maryland College Park Cole Field House project with Ted Holt (far right) and Robert Hinderliter (second from right.)

Gilbane will develop individual school specific Safety Plans that incorporate existing school operations and community needs. Student, staff and visitor school security plans will be part of each individual School's project safety plan that not only consider construction worker and site safety, but also adjacent schools, residences and businesses; school roadways and parking areas; school bus, staff and parent/guardian drop off and pick up locations; signage and site lighting; location of construction site entrances and worker parking; truck delivery and waste removal routes; work hours, and many other elements.

All project safety plans will be developed in the design phase, reviewed by PGCPs stakeholders for comment and included in all trade contractor bid documents.

Policies, Plans, Training Programs, Work Site Controls, Incident Response Plans

Gilbane's comprehensive Safety Program integrates management philosophy and action, quality, regulatory and monetary requirements, as well as meeting the ultimate objective of successful project completion. The following items represent core elements of our proposed Safety Program that meet the demanding and constantly changing nature of construction.



Subcontractor Prequalification and Evaluation

As part of the bidding process, Gilbane requires our contractors to provide information on their incident rates, EMR and OSHA/MOSH incident history. This information is compared to industry averages, and along with subcontractor safety performance is used as an important element of subcontractor evaluation and selection decisions.

All Gilbane subcontractors are required to provide their safety plan and Job Hazard Analyses (JHAs) as part of their bid documents. They must designate a qualified safety coordinator to represent and train their employees and to conduct periodic safety inspections and training.

Preconstruction Safety Alignment

Prior to a project's mobilization, our Environmental Health and Safety Director, Robert Hinderliter and project manager will conduct a preconstruction safety alignment process, wherein potential project hazards are analyzed, controls are prescribed, and safety requirements are established for inclusion in the project's safety program. School security issues are also considered as part of this analysis.

Site-Specific Safety Plan

Gilbane will develop site-specific project safety plans for each individual school project to address the unique safety hazards and specific requirements for each School. They might include bus and parent drop-off and pick-up routes; staff and visitor parking; contractor parking; construction material delivery and waste removal routes; pedestrian circulation; signage; fencing and gates; dust, noise and debris control.

Safety Training

Prior to the start of construction, Gilbane holds mandatory orientation to train subcontractors' safety coordinators, trade contractors and owner personnel. The program uses interactive instruction and multimedia (multi-lingual) to provide education about the fundamentals of construction safety and specific job hazards. Every attendee must complete a safety quiz and sign a safety pledge to confirm comprehension and support of our safety requirements prior to being allowed to work on site. During the Project, additional safety workshops, safety equipment demonstrations and training are conducted to support continuous learning (hazardous material, confined space, fall protection, etc.) **All construction workers are required to be drug tested prior to receiving authorization to enter our project sites.**

Weekly Project Safety Meetings

Safety education continues through construction during weekly "toolbox" meetings that provide instruction about contractor-specific safety procedures. Further, safety is always the first topic on all project supervisory meetings, typically held on a weekly basis. Attendance is mandatory for contractors and management personnel in order to share this information with their field personnel.

Safety Auditing

Gilbane's entire field team constantly monitors and strictly enforces the safety program. To proactively monitor and track safety performance in the field, Gilbane's safety managers and project teams use SafetyNet, a software-based service that simplifies the collection, analysis, and dissemination of job site safety information. Team members carry tablet devices that allow them to instantly record safety-related observations into a centralized database system.

SafetyNet's reporting allows project management to evaluate risk indicators and take action before at-risk behaviors can lead to accidents or incidents. We also look at individual subcontractor results to identify those that are doing exceptional work and are deserving of recognition, or those trade contractors that are not performing satisfactorily and require



corrective action or removal from our bid lists. Corrective actions, depending on trends, may involve recovery meetings with responsible subcontractor management, changes in workhours or scheduled activities, recommendations for additional training or supervision, stop work, or changes in equipment or processes.

Safety Recognition and Motivation Programs

Recognition is a powerful motivator for a successful safety program. To enforce the company's commitment and continued promotion of safety, Gilbane:

- Established the Stop Work for Safety Award, which recognizes Gilbane employees who have taken extraordinary steps to ensure safety, even going as far as halting work to resolve an issue.
- Developed project billboards, newsletters, safety alerts and bulletins for project teams; recognizes contractor personnel who demonstrate commitment to safety with awards; and
- Celebrates safety milestones with the entire project team, promoting a safe work culture and rewarding excellence in safety.



PGCPS INCIDENT NOTIFICATION PROCEDURES

Gilbane will develop Project and site-specific Emergency Action Plans for each individual School. This will be completed in the design phase as we finalize of our staging and site utilization plans. Our Emergency Action Plan addresses a variety of potential issues such as medical, fire, active shooter or explosion, civil disorder, self-harm and weather emergencies. The creation of the Emergency Action Plan will be a collaborative effort led by Gilbane's safety department, our project manager and project superintendent, PGCPS personnel, and local fire and rescue services. Once an acceptable plan has been finalized it will be distributed to all key stakeholders by Gilbane. Within the plan specific individuals are assigned responsibilities in the event of an emergency. The plan is also included in all subcontracts and reviewed with trade contractor personnel during safety orientation. Copies of the plan are distributed to contractor home offices and their project supervisors.



Given the size, scale and public visibility of this program, Gilbane will dedicate a full-time safety professional to oversee the safety program of all six schools.

Robert Hinderliter, ASP, CHST
Environmental Health and Safety Director

In case of an on-site incident, the notification sequence is as follows: 911 or first responders, Gilbane Emergency Notification Line, PGCPS.

PROCESSES, PROTOCOLS, AND MANAGEMENT PROCEDURES

Project managers are responsible for promptly ensuring corrective actions are instituted, and all recordable accidents and significant near misses must be reported within 24 hours to regional management. Then, a principals' meeting with formal incident review is conducted by Gilbane and subcontractor personnel. Minutes are provided to regional management and tracked to ensure implementation. PGCPS safety personnel will be notified of any such incidents and invited to participate in any meetings as they deem appropriate.

Enforcement

If safety is compromised, some or all these corrective measures will be implemented immediately according to the severity of the infraction. They might include:

- Issue a stop work directive
- Notice to the offending trade contractor that they will be held accountable for the cost of corrective work
- Re-evaluate the trade contractor's standing on the approved bidder's list
- Notice of intent to withhold payment
- Removal of habitual offenders, particularly severe infractions, and/or uncooperative employees from job site



EXHIBIT Q
DESIGN-BUILD QUALITY MANAGEMENT PLAN

CONSTRUCTION QUALITY MANAGEMENT APPROACH, QUALITY PROCESSES AND PROCEDURES

Gilbane will implement a rigorous design-build Quality Management Plan (QMP) for each individual school that will transcend the design, construction and commissioning phases of the Project. This effort will be led by our Quality Assurance Manager, Aaron Anderson, CQM (certified quality manager), who will be responsible for ensuring that all facets of the QMP are implemented and documented.



Early in design, Gilbane will establish a Quality Team that will include PGCPs, IE and CxA.

Implementation of the QMP begins in the design phase by establishing the quality team (PGCPS, Gilbane, Stantec, Honeywell, IE, CxA) and defining the acceptable levels of quality. Soon after our selection Aaron will work closely with Senior Design-Build Executive Michael Ricketts to finalize the design quality plan with Stantec. Construction quality plans, inclusive of commissioning requirements, will be finalized by Aaron and each School's project manager shortly thereafter. The final draft QMP will be circulated to PGCPs, IE and CxA for comment and approval in advance of bidding. The QMP will be included in all design, subcontractor and commissioning bid documents and contracts – all design-build Team members will fully understand their role and responsibilities as it relates to quality.

TOTAL QUALITY MANAGEMENT PLAN

Gilbane's quality management plan features nine core elements, listed below.



Design quality control: Gilbane will review and monitor Stantec's work throughout the design period for potential constructability and coordination issues



Preconstruction meetings: In addition to quality discussions, Project concerns such as site utilization, working hours, communication, submittal process and RFI process, safety, and schedule are addressed



Testing and inspection: T&I personnel, consultants, CxA will be coordinated by Gilbane to ensure that the work is installed properly and in conformance with contract requirements

Submittal procedures: Gilbane will review each submittal for completeness, accuracy and tracked to ensure proper turnaround to keep the project on schedule.



Material delivery, storage and inspections: Material deliveries will be compared to approved submittals before they are accepted and stored in a secure location.



Rolling Completion List: The RCL is a 'real time' list of items noted as incomplete, missing, deficient or not delivered in accordance with the contract documents, and allows for tracking and quick resolution of non-compliant work while the trades are still on-site, reducing call-backs and lengthy punch lists.



In-wall/above ceiling inspections: Verifies that work within walls and above ceilings is complete and compliant with contract requirements, and documented prior to close-in



Commissioning: Gilbane will establish a commissioning team in the design phase for each School that will be led by the CxA and include Stantec, Honeywell, MEP design consultants and trade contractors, PGCPs and IE. These teams will document the implementation of the Plan and conformance of major building systems to the Plan prior to building turnover to Honeywell.



ORGANIZATION SYSTEMS, COMMUNICATION AND DOCUMENTATION

During the design phase, Stantec, Gilbane and Honeywell will spend a considerable amount of time finalizing design details, and collectively making equipment, systems and material selections. In addition to on-going design meetings and quality/constructability reviews, Stantec will conduct formal design and peer review studies utilizing ISO 90001 processes at design milestones (35%, 65%). PGCPs, IE and CxA will all be active participants in these meetings. Utilizing Revit, we will run design coordination and clash detection analysis of each school's building information model (BIM) with our design-assist trade partners (Shapiro and Duncan and Mona Electric).

As construction documents are made available and Gilbane's project teams begin to bid out the various trade packages, Quality Assurance Manager, Aaron Anderson, Stantec and Honeywell will be present at select subcontractor bid scope review meetings to address specific questions regarding the CMP, installation, commissioning or quality expectations. PGCPs, IE and CxA will also be invited to key scope review meetings.

Once the trade contractors are under contract, their project manager, foreman and/or quality manager will be integrated into each Project's quality team. Quality meetings are conducted weekly.

ROLES AND RESPONSIBILITIES



ROLE	RESPONSIBILITY
Senior Design-Build Executive Michael Ricketts	Full responsibility for all design phase and preconstruction activities and deliverables. His singular responsibility is to coordinate and manage the Stantec team and their consultants to ensure the design meets PGCPs' technical and contractual requirements.
Construction Phase Executive Jonathan Dickinson	Ultimately responsible for all construction quality plans, the construction phase executive assures a plan is in place at the start of every project and conforms to the project's specific requirements. He will audit the project throughout construction to assure that the plan is being implemented, documented and meets the requirements of construction.
Quality Assurance Manager Aaron Anderson	Gilbane professional responsible for setting quality management plan procedures, overall review and audit of quality control, compliance, participation in regular quality meetings and critical inspections and commissioning activities and auditing of the quality management process.
Senior Project Manager(s) Project Manager(s)	Responsible for the distribution, education, and execution of the quality plan at the project site. He/she are the lead advocate for the quality program at the project level. Leads quality meetings, mock-up installation, benchmarking and inspections to demonstrate commitment to the quality process.
Project Superintendent(s)	Responsible for implementing, enforcing and documenting quality control procedures, commissioning activities, testing and inspections. Responsible for assuring that the required quality management plan inspection forms have been completed and distributed, that all inspections are logged and filed in a timely manner, commissioning reports are filed and all report's remedial actions are completed.
Project Engineer(s)	Responsible for keeping the project documents current and available for use in conducting field inspections and documenting all aspects of the quality management plan. Participates in quality meetings and field inspections activities when needed.





ROLE	RESPONSIBILITY
Design Project Manager Gene Kluesner	The Design Project Manager will oversee the efforts of the full design team and coordinate with the build and finance teams. The Design Project Manager works with the Design Manager to ultimately make sure the project is adequately staffed with design professionals needed throughout various stages of the process to deliver you an end product on time and within budget.
Design Excellence and QC Manager Derk Jeffrey	The Design Excellence and QC Manager will review each proposed design to make sure they align with our proposed intent, providing quality checks throughout various stages of our design process. The Design Excellence and QC Manager also works with the discipline leaders to deliver complete, high quality design documentation.
Lead Architect Camilo Bearman	The Lead Architect works with the team to develop a common project vision, and craft a responsive design solution. For your project, our Lead Architect has reviewed the information provided throughout this RFP process, through both documentation and in-person meetings, to arrive at the design solutions.
Senior Project Architect(s)	Our Senior Project Architects lead the design team in providing the full design documentation required to realize the design at a specific project site. We have a Senior Project Architect assigned to each of the six proposed sites and will supervise construction administration.
Project Architect(s)	The Project Architect is responsible for taking the agreed upon project design vision at a specific site, and providing the supporting documentation required to realize and document the design. The Project Architect works in close collaboration to support the Senior Project Architect and is the day-to-day contact for construction administration.

WORK MANAGEMENT TOOLS AND PROCESSES

DOCUMENT CONTROL	
<p>Procore - An industry-standard, cloud-based software application will be used by Gilbane, Stantec, the design team and subcontractors for field QA/QC documentation and management. This software program also enables the team to seamlessly identify/review issues and quickly determine resolutions.</p> <p>As the most widely used construction management software, Procore delivers a platform that streamlines communication and decision-making for all stakeholders.</p>	
<p>BIM 360 Field - Autodesk's BIM360 Field software streamlines the quality assurance process in the field. This industry-leading software provides user-friendly quality data collection and customized reporting. While in the field, team members collect and update detailed quality information using BIM360 Field on an iPad. This information then syncs within the master database via the web when connected. Gilbane's enterprise agreement for the use of BIM360 software means that all project team members can utilize the BIM360 software, allowing a fully integrated approach to quality management.</p>	
<p>Bluebeam - Best-in-class technology to electronically manage and share drawings. Bluebeam also offers capabilities to share other project-related documents such as photos and schedules to facilitate collaborative review.</p>	
<p>Navisworks - Project review software to improve BIM coordination. Combine design and construction data into a single model. Identify and resolve clash and interference problems before construction.</p>	



EXHIBIT R

COMMISSIONING REQUIREMENTS

1. PURPOSE

1.1. Developer Services Period Representative(s). The purpose of Commissioning is to provide a systematic process of assuring by verification and documentation, from the design phase and throughout the Term, that systems within each School perform in accordance with the Contract Standards. The parties acknowledge that because the systems within a School are integrated to the extent identified in the Contract Standards, a deficiency in one or more components can result in sub-optimal operation and performance among other components in the School. Remedying these deficiencies can result in a variety of benefits including: (i) improved productivity of School users; (ii) lower Utility bills through energy savings; (iii) increased satisfaction of School users; (iv) enhanced environmental conditions, health conditions and comfort of School users; (v) improved School system and functioning of Maintained Elements; (vi) improved School operation and maintenance; (vii) increased safety for School users; (viii) better Project documentation; (ix) shortened occupancy transition period; and (x) significant extension of Maintained Elements and School systems life cycles.

1.2. Minimum Requirements. This Exhibit sets forth the minimum Commissioning requirements to be incorporated into the Commissioning Plan for each School. Developer is required to comply with each Commissioning Plan with respect to testing equipment and sub-systems as well as conducting Project operations for each School.

2. DEFINITIONS

In this Exhibit, in addition to the definitions set forth in the Agreement:

“**Commissioning Agent**” has the meaning set forth in Section 4.1 of this Exhibit R.

“**Commissioning Tests**” means for each School the quality assurance process implemented by Developer to achieve, verify and document that the planning, design, construction and operational processes and all components of the School (including Maintained Elements) are functional and in compliance with the Contract Standards.

“**Seasonal Fine Tuning Reports**” means the written reports prepared by Developer which set forth and detail the Seasonal Fine Tuning conducted by Developer at the end of each heating and cooling season (or such earlier time as PGCPS may reasonably agree) up until the end of the Commissioning Fine Tuning Period (and includes, a final Seasonal Fine Tuning Report delivered at the end of the Commissioning Fine Tuning Period).

All other capitalized terms used in this Exhibit R and not otherwise defined shall have the meanings given to them in Section 1.1 (Definitions) of the Agreement.

3. COMMISSIONING PLAN OBJECTIVES

Pursuant to Article 9 (Commissioning) of the Agreement, for each School, Developer shall prepare and submit to PGCPs for its approval a detailed Commissioning Plan for the conduct of Commissioning Tests that will ensure:

- (a) the planning, design, construction and operational processes have achieved their intended outcome;
- (b) the continued efficient operation of the School during the Services Period;
- (c) all participants follow an approved plan to ensure the completed School will realize its intended level of comfort for PGCPs Persons using the School and operational efficiency by the School Occupancy Readiness Date and throughout the Services Period;
- (d) all stakeholders in the Project understand their responsibilities for Commissioning Tests prior to the School Occupancy Readiness Date and during the Commissioning Fine Tuning Period;
- (e) all relevant PGCPs Persons will be fully familiar with the Project and will understand their continuous role in its efficient operation;
- (f) the completed School allows PGCPs to carry out school activities in a secure and efficient manner and achieves a balance between the circulation, proximity, appropriate room adjacencies and the security requirements of a school building in accordance with the Contract Standards; and
- (g) the technical standards for a LEED NC “silver” rating for new construction can be achieved, but in accordance with Article 7.24 (LEED Requirements) of the Agreement and for the avoidance of doubt shall not be required to achieve certification from the U.S. Green Building Council, and can also be maintained through the Services Period.

4. COMMISSIONING AGENT

4.1. Commissioning Agent Background. Developer shall engage the services of an independent third-party Commissioning Agent having technical background and in-depth expertise with the Commissioning process including verification techniques, functional performance testing, system equipment, and operation and maintenance knowledge (the “**Commissioning Agent**”). The Commissioning Agent shall be acceptable to PGCPs and have specialized experience in commissioning recently constructed buildings of similar complexity, size, and type to the Schools. The Commissioning Agent must be a person that specializes in building commissioning and shall be commercially independent of any person already engaged by Developer for provision of the Contract Services. In the event that Developer proposes a Commissioning Agent that PGCPs reasonably believes cannot meet the requirements stated in this Exhibit, Developer shall propose an alternative Commissioning Agent that is acceptable to PGCPs. If the parties are unable to agree with the Commissioning Agent, the Commissioning Agent shall be selected in accordance with the dispute resolution procedures set forth in Article 24 of the Agreement.

4.2. Commissioning Agent Knowledge. The Commissioning Agent shall bring a total building commissioning perspective to the Project and be knowledgeable in (and where applicable, federal, State and local): (i) building fire codes; (ii) water-based extinguishing systems; (iii) detection systems; (iv) LEED; (v) energy efficiency imperatives; and (vi) other building requirements.

4.3. Commissioning Agent Roles. The Commissioning Agent will take the lead role in coordinating the entire Commissioning process on behalf of Developer, from preparation of each Commissioning Plan through to the completion of each Commissioning Fine Tuning Period, as set forth in this Exhibit R (Commissioning Requirements). The Commissioning Agent shall also be responsible for all items identified in Section 6 of this Exhibit R (Commissioning Requirements) relating to each School being capable of achieving the technical standards for a LEED “silver” rating for new construction. The Commissioning Agent shall be Developer’s only representative with respect to the Commissioning process and shall be the only point of contact in respect of Commissioning matters for PGCPs and the Independent Engineer throughout the Commissioning process.

4.4. Commissioning Agent Selection. Developer shall propose a person acceptable to PGCPs who can act as a substitute for the named Commissioning Agent in the event that the Commissioning Agent is unavailable or otherwise unable to complete this role.

5. COMMISSIONING PLAN REQUIREMENTS AND FORMAT

5.1. Purpose. The object of conducting Commissioning Tests is to provide documented confirmation that the Project fulfills the functional and performance requirements set forth in the Agreement. To attain this goal, it is necessary to address all PGCPs requirements and criteria relating to system function, performance and maintainability as set forth in the Contract Standards.

5.2. Commissioning Plans Preparation. For each School, the preparation of the Commissioning Plan shall begin as early as practicable in the design process and shall be submitted to PGCPs in accordance with Article 9 (Commissioning) of the Agreement and this Exhibit R.

(a) Developer will deliver a preliminary draft of the Commissioning Plan for each School to PGCPs not less than twelve (12) months before the Scheduled School Occupancy Readiness Date for that School;

(b) PGCPs will provide its comments, if any, on the preliminary draft Commissioning Plan for each School to Developer within twenty (20) Business Days of receipt of the preliminary draft. Developer will deliver a revised draft of the Commissioning Plan for each School to PGCPs not less than forty (40) Business Days after receipt of PGCPs’s comments on the preliminary draft;

(c) Developer will deliver a revised draft of the Commissioning Plan for each School to PGCPs not less than forty (40) Business Days after receipt of PGCPs’s comments on the preliminary draft;

(d) PGCPs will, within fifteen (15) Business Days of receipt of such revised draft, advise Developer whether PGCPs accepts such Commissioning Plan, or if PGCPs does not accept

it, PGCPS will provide its reasons for such non-acceptance in sufficient detail to allow Developer to address them;

(e) if PGCPS does not accept such Commissioning Plan, the Parties will, acting reasonably, diligently work together with a view to revising the Commissioning Plan to address PGCPS' reasons for non-acceptance; and

(f) if PGCPS has not accepted such Commissioning Plan by the date that is six (6) months before the Scheduled School Occupancy Readiness Date for that School, Developer may refer the dispute for resolution in accordance with Article 24 (Resolution of Disputes) to determine whether Developer's proposed Commissioning Plan is reasonable.

5.3. Commissioning Plan Requirements. Each Commissioning Plan shall include HVAC, security system, audio/visual system, IT systems, lighting control, emergency generator, plumbing systems and other building systems. Table R-1 below provides a minimum framework for the types of requirements that shall be considered by the Commissioning Agent and Developer when preparing the Commissioning Plans.

Minimum Commissioning Plan Requirements

TABLE R-1

Category	Requirement
Accessibility	Access and use by children, aged and disabled person
Acoustics	Control of internal and external noise and intelligibility of sound
Comfort	Identify and document those comfort problems that have caused complaints in the past and which will be avoided in the Project (<i>i.e.</i> , glare, uneven air distribution, water pressure, etc.)
Communications	Capacity to provide inter-telecommunications and intra-telecommunications throughout each School, including audio/visual classroom systems
Constructability	Constructability of commissioned systems
Durability	Retention of performance over required service life
Energy	Conformance with goals for energy efficiency
Flexibility	For future Project changes and expansions
Fire Protection and Life Safety	Fire protection and life safety systems
Green Building Concepts	Sustainability concepts, including LEED goals
Health and Hygiene	Protection from contamination from wastewater, garbage and other wastes, emissions and toxic materials
Indoor Environment	Including hygrothermal, air temperature, humidity, condensation, indoor air quality and weather resistance
Maintenance Requirements	Varied level of knowledge of maintenance staff and the expected complexity of the proposed systems

Security	Protection against intrusion (physical, thermal, sound, etc.) and vandalism and chemical/biological/radiological threats
Standards Integration	Integration of approved federal, State, local and County standards and requirements
Structural Safety	Resistance to static and dynamic forces, impact and progressive collapse

5.4. Additions to Commissioning Plans. Each Commissioning Plan shall also provide for Commissioning Tests to be conducted with respect to major equipment and building systems, relating to the following:

- (a) installation verification and quality checks (pre-functional checklists);
- (b) start-up;
- (c) functional testing;
- (d) representative sampling, where appropriate;
- (e) acceptance reports;
- (f) deficiency documentation and correction process;
- (g) user instruction, where appropriate;
- (h) orientation, classroom, and field training to be provided by Developer for necessary PGCPs Persons prior to the School Occupancy Readiness Date (to be identified by PGCPs at a reasonable time prior to each such date), such training to be acceptable to PGCPs, in its reasonable discretion. Such training and orientation shall include, among other things: security systems, audio-visual systems, communications systems, and Maintained Elements installed by Developer. Additional orientation, classroom, and field training on other specific requirements regarding building orientation and security and communications systems for PGCPs personnel shall also be provided by Developer, as requested by PGCPs in its reasonable discretion;
- (i) recorded media for demonstration and training for PGCPs Persons, where appropriate;
- (j) recorded media for demonstration and training in form acceptable to PGCPs; and
- (k) preparation of operating and maintenance manuals for each component of the School and Maintained Elements and each complete system to be tested in the School, notwithstanding the fact that Developer shall be responsible for such operation and maintenance during the Term.

5.5. Commissioning Standards. Developer shall prepare each Commissioning Plan

by taking into account the Contract Standards, including the items in Table R-1, and each Commissioning Plan shall set forth how Commissioning Tests will be handled and managed for the applicable School. In general, each Commissioning Plan shall include a discussion of the Commissioning process, schedule, team and team member responsibilities, communication structures and a general description of the systems to be tested.

5.6. Commissioning Agent Duties. The Commissioning Agent shall be engaged sufficiently early in the design process to ensure the technical standards for a LEED “silver” rating for new construction can be achieved for each School, including enhanced Commissioning of the mechanical systems as specified by the applicable LEED standards. The Commissioning Agent shall inform the design process, ensure Commissioning Tests requirements are considered in design selections and appropriate Commissioning Tests instructions are included in the construction specifications for each aspect of the Design-Build Work. The Commissioning Agent shall work with Developer for the inclusion of Commissioning activities in the Construction Schedules.

5.7. Monthly Reports. Prior to the commencement of the Commissioning Tests, the Commissioning Agent shall prepare monthly reports to record the progress made on Commissioning decisions and procedures. Developer shall provide PGCPs with at least thirty (30) days’ prior written notice of the expected initiation of the Commissioning Tests.

5.8. Commissioning Plans. The Commissioning Plan for each School shall:

(a) identify the names, roles, and where appropriate, the qualifications of all persons proposed to perform a role in the Commissioning process;

(b) contain provisions which will ensure successful completion of all Commissioning Tests and all other Commissioning activities required for the proper Commissioning of the School and all Maintained Elements (both prior to the School Occupancy Readiness Date and during the Commissioning Fine Tuning Period), to the satisfaction of PGCPs and the Independent Engineer, in their reasonable discretion;

(c) contain provisions which will ensure successful completion of all Commissioning Tests and other Commissioning activities required prior to the School Occupancy Readiness Date, to the satisfaction of PGCPs and the Independent Engineer, in their reasonable discretion;

(d) contain provisions which will ensure successful completion of all Commissioning Tests and other Commissioning activities during the Commissioning Fine Tuning Period, to the satisfaction of PGCPs and the Independent Engineer, in their reasonable discretion;

(e) contain provisions which will ensure employment by Developer of commissioning procedures that are prescribed by Applicable Law using methodologies so prescribed and methodologies prescribed in the Contract Standards;

(f) contain provisions which will ensure that standards or results to be achieved in each test, for such tests to be successful, shall satisfy all standards or results applicable to such Commissioning Tests as contained in the Contract Standards and those recommended by the

manufacturer of that part of the Project or the Maintained Elements with respect to which the Commissioning Tests is to be performed;

(g) contain provisions which ensure that the Commissioning Plan shall not propose a test or procedure that deviates from any procedure, standard, or specification intended by the Contract Standards unless specifically approved in writing by PGCPs and the Independent Engineer;

(h) contain provisions which require that all Commissioning Tests results and copies of all certificates and Governmental Approvals received by Developer in connection with any Commissioning Tests shall be provided to PGCPs and the Independent Engineer;

(i) ensure that there are no provisions which create greater burdens to be imposed on the Independent Engineer, PGCPs, or any other advisor to PGCPs that is contemplated in the Agreement;

(j) contain an achievable schedule for the Commissioning Tests which shows the name, timing and dependencies of each step in: (i) the critical path schedule to achieve School Occupancy Readiness; and (ii) the schedule to complete Seasonal Fine Tuning during the Commissioning Fine Tuning Period;

(k) ensure that the technical standards for a LEED “silver” rating for new construction can be achieved and can also be maintained through the Services Period; and

(l) contain provisions providing that where Commissioning Tests have been successfully completed as required by the approved Commissioning Plan and where such Commissioning Tests are identical to Commissioning Tests that are required to satisfy any subsequent approved Commissioning Plan requirement and such test would be redundant, the Commissioning Tests do not need to be repeated unless specifically required by a Governmental Body or Applicable Law.

5.9. Plan Structure. The suggested structure of each Commissioning Plan is set forth in Table R-2. Developer may prepare a Commissioning Plan that deviates from this suggested structure. Any Commissioning Plan shall, however, be approved by PGCPs, acting reasonably.

TABLE R-2

Suggested Commissioning Plan Structure

Section	Description
Introduction	Purpose and general summary of the Commissioning Plan
General Project Information	Overview of the Project, emphasizing key Project information and delivery method characteristics
Commissioning Scope	The Commissioning scope including which Project assemblies, systems, subsystems and equipment will be tested

Section	Description
Team Contacts	The Commissioning Agent's contact information as well as any other relevant Commissioning team member's contact information
Communication Plan and Protocols	Documentation of the communication channels to be used throughout the Project with respect to Commissioning Tests
Commissioning Process	Detailed description of the specific tasks to be accomplished during the Design-Build Period and the Services Period
Commissioning Documentation	List of Commissioning Test documents required to identify expectations, track conditions and decisions and validate/certify performance
Commissioning Schedule	Specific sequences of events and relative timeframes, dates and durations

6. COMMISSIONING FOR LEED REQUIREMENTS

6.1. LEED Requirements Preparation. Pursuant to the Agreement and as set forth in Article 7 (Design and Construction), each School shall achieve the technical standards for a LEED "silver" rating for new construction. Developer shall ensure that the Commissioning process activities comply with the prerequisite criteria for fundamental building Commissioning to achieve the technical standards for a LEED "silver" rating for new construction.

6.2. LEED Requirements for the Commissioning Plan. In accordance with all applicable LEED Commissioning Tests requirements, the following items shall be addressed in each Commissioning Plan: (i) independent review of schematic design documents; (ii) independent review of construction documents; (iii) focused review of contractor submittals to verify compliance with requirements; (iv) an indexed systems manual; and (v) post-School Occupancy Readiness Date review of the School and Seasonal Fine Tuning Report.

7. EXCLUSIONS FROM COMMISSIONING PLANS

The following items shall not be included in any Commissioning Plans:

PGCPS telephone equipment that is not installed by Developer;

PGCPS active electronic information technology equipment that is not installed by Developer;

any other PGCPS provided equipment without Developer's contractual involvement; and

PGCPS leased equipment such as copiers, fax machines, printers provided without Developer's involvement.

8. COMMISSIONING ACTIVITIES DURING DESIGN

8.1. Design Responsibilities. The Commissioning Agent is responsible for reviewing the design from a Commissioning perspective. The Commissioning Agent may recommend changes to ensure compliance with the Contract Standards or to improve energy efficiency, operation and maintenance, and equipment reliability to the Developer so that any necessary concept changes may be made by the Developer prior to, rather than after, installation; provided, however, that the Commissioning Agent shall not be responsible for design concepts and criteria that do not comply with the Contract Standards as such are the responsibility of Developer pursuant to the Agreement.

8.2. Scope of Review. The general scope of the Commissioning Agent's review during the design phase shall be as set forth in Table R-3. The design review scope set forth in Table R-3 shall demonstrate the minimum scope to be set forth in each Commissioning Plan and shall not preclude additional review responsibilities of the Commissioning Agent agreed upon by the parties in the approved Commissioning Plans.

TABLE R-3

Commissioning Agent Design Review Scope for Each School

Design Aspect	Review Scope
Certification Facilitation	Review Design Documents to facilitate project certification goals
Commissioning Facilitation	Review Design Documents to facilitate effective Commissioning Tests
Commissioning Specifications	Verify that Design Documents adequately specify Commissioning, including testing requirements by equipment type
Constructability	Review Design Documents for constructability of all building systems
Contract Standards	Review the Design Documents from a Commissioning perspective and recommend changes to facilitate compliance with the Contract Standards
Project Agreement	Review the Design Documents and the facilities management protocol from a Commissioning perspective and recommend changes to facilitate compliance with PGCP's Project requirements set forth in the Agreement
Electrical	Review the electrical concepts and systems for possible enhancements
Energy Efficiency	Review of adequacy of the effectiveness of building layout and efficiency of system types and components for building shell, HVAC systems and lighting systems
Envelope	Review envelope design and assemblies for thermal and water integrity, moisture vapor control and assembly life, including impacts of interior surface finishes and impacts and interaction with HVAC systems

Design Aspect	Review Scope
Indoor Environmental Quality	Review to ensure that system relating to thermal, visual, acoustical, air quality, comfort, and air distribution maximize comfort and are in compliance with the Contract Standards
Life Cycle Costs	Review a life cycle assessment of the primary competing mechanical systems relative to energy efficiency, operation and maintenance, indoor environmental quality, functionality, and sustainability
Mechanical	Review Design Documents to ensure flexible and efficient operation as required by the Contract Standards, including off-peak heating/cooling, air handling unit operations, size and zoning of air handling units, and thermostated areas
Operations and Maintenance	Review for effects of specified systems and layout toward facilitating operations and maintenance (equipment accessibility, system control, etc.)
Operations and Maintenance Documentation	Verify adequate School operations and maintenance documentation requirements, including review of operating and maintenance manuals for each component of a School and Maintained Elements and each complete system to be tested in the School
Sustainability	Review to ensure that the building materials, landscaping, water and waste management create less of an impact on the environment, contribute to creating a healthful and productive workspace, and are in compliance with the Agreement
Training	Verify adequate operator training requirements

9. COMMISSIONING ACTIVITIES DURING CONSTRUCTION

9.1. Construction Responsibilities. During the course of construction activities throughout the Design-Build Period, the Commissioning goal shall be to assure the levels of quality required by the Contract Standards are satisfied. The Commissioning activities during construction shall be a well-orchestrated quality assurance process and shall be set forth in each Commissioning Plan, and shall include:

Installation and submittal review (pre-functional checklists)

start-up;

functional performance testing, and

training.

9.2. Construction Compliance with Contract Standards. The Commissioning Agent shall review those items that are critical to the focus of the Commissioning process. This review shall allow the Commissioning Agent to review the construction process for compliance

with the Contract Standards. The Commissioning Agent shall only comment to the extent that there is a perceived deviation from the Contract Standards, and all such comments shall be reviewed by Developer, PGCPs, and the Independent Engineer who shall all cooperate with each other and the Commissioning Agent to ensure compliance with the Contract Standards.

9.3. Functional Performance Tests. Functional performance testing occurs after the components have been installed and the construction checklists have been completed. Functionally testing the systems of each School as a whole evaluates the ability of the components in a system to work together to achieve compliance with the Contract Standards. The functional performance tests are the most important aspect of the Commissioning process and system troubleshooting based upon such tests shall be a critical function of the Commissioning Agent. If the Commissioning Agent discovers equipment or systems that are not performing in accordance with the Contract Standards prior to School Occupancy Readiness, Developer shall correct and re-test such equipment or systems.

9.4. Operation of Security Systems. The parties acknowledge and agree as to the importance to PGCPs of assuring the operability and functionality of the security systems installed in the Schools. Accordingly, Developer shall notify PGCPs, in writing, when the commissioning of security systems relating to School security is complete and the systems are fully functional. Following such notice, Developer shall provide PGCPs staff a minimum of two weeks to become familiar with and to operate the security systems prior to the School Occupancy Readiness Date. Developer shall cooperate with PGCPs in training and scheduling for such two-week period.

10. PERFORMANCE OF COMMISSIONING TESTS

10.1. Notice and Execution of Tests. Under the direction of the Commissioning Agent, appropriately qualified personnel of Developer shall implement all Commissioning Tests as set forth in each Commissioning Plan. Developer shall give a minimum of thirty (30) days' notice to, and shall invite PGCPs and the Independent Engineer to witness and to comment on each aspect of the Commissioning Tests up until all Commissioning Tests are fully complete (which includes all Commissioning Tests up until the end of the Commissioning Fine Tuning Period). Developer shall, together with such notice to PGCPs and the Independent Engineer, provide them with all information they may reasonably require in relation thereto, including, without limitation: (i) tests proposed; (ii) test methodology; and (iii) expected test results. In addition, PGCPs and the Independent Engineer shall be provided with full and reasonable access to all Commissioning activities to ensure they remain fully informed of the process.

10.2. Test Results. Within fifteen (15) Business Days following the last day of the Commissioning Tests performed pursuant to this Section 10, Developer shall provide PGCPs and the Independent Engineer with ten copies of a written Commissioning Test report setting forth the results of such Commissioning Tests, certified as true, complete, and correct by Developer and Developer's lead engineer.

10.3. Commissioning Agent Not to Perform Tests. The Commissioning Agent shall not perform any of the Commissioning Tests and any action of the Commissioning Agent shall not absolve Developer from and of Developer's obligations under the Agreement.

11. COMMISSIONING TESTS DURING COMMISSIONING FINE TUNING PERIOD

11.1. Seasonal Fine Tuning Period Part of Commissioning Plan. For each School, the Commissioning Plan shall also provide for Commissioning Tests to demonstrate in the four heating and cooling seasons (or such earlier time as PGCPs may agree, in its reasonable discretion) following the School Occupancy Readiness Date: (i) full integration and automated control of all School systems through the School's automation system, under a full range of School population and seasonal loadings, including emergency conditions; and (ii) that Seasonal Fine Tuning will be carried out during the Commissioning Fine Tuning Period. At the end of each of the heating and cooling seasons after the School Occupancy Readiness Date for a School, Developer shall prepare for the School a Seasonal Fine Tuning Report for review and acceptance by the Independent Engineer. Developer shall engage in Commissioning Tests during the Commissioning Fine Tuning Period and resubmit Seasonal Fine Tuning Reports if any Seasonal Fine Tuning Report does not demonstrate, to the satisfaction of the Independent Engineer, that the School and any of its systems meet the Contract Standards. Such Commissioning Tests and reports shall be repeated and re-submitted, respectively, until the Independent Engineer confirms that the School and its systems meet the Contract Standards applicable for such season, and in respect of the final Seasonal Fine Tuning Report, for all seasons during the Commissioning Fine Tuning Period.

11.2. Seasonal Fine Tuning Report. For each School, the final Seasonal Fine Tuning Report shall be certified as true, complete and correct by Developer and Developer's lead engineer and include at a minimum:

- (a) a statement that all systems have been completed and are performing in accordance with the Contract Standards;
- (b) a description of components and systems that exceed the Contract Standards;
- (c) a description of any components and systems that do not meet the Contract Standards and an explanation of why they do not;
- (d) a summary of all issues that have been resolved and that are unresolved and any recommendations for resolution;
- (e) post-School Occupancy Readiness Date activities and results including all deferred and seasonal testing results, test data reports and additional training documentation; and
- (f) lessons learned for continued efficient operation of the School during the Services Period.

12. OTHER COMMISSIONING ACTIVITIES

Other Commissioning activities to be performed by Developer for each School shall include but not be limited to:

- (a) the implementation of building orientation and information sessions for PGCPs Persons using the School after the School Occupancy Readiness Date;

(b) the initiation of the facilities management help desk operation and orientation of appropriate PGCPs Persons, as described in Exhibit W (Services Requirements) of the Agreement, after the School Occupancy Readiness Date;

(c) the review of Developer's emergency procedure and Safety Plan prior to the School Occupancy Readiness Date;

(d) prior to the School Occupancy Readiness Date, submit to PGCPs and the Independent Engineer for review relevant Project records including, but not limited to:

i. copies of all Governmental Approvals prior to the School Occupancy Readiness Date;

ii. a certified schedule of final School areas calculated in accordance with the Contract Standards;

iii. final Commissioning Test acceptance reports relating to Commissioning Tests conducted prior to the School Occupancy Readiness Date; and

iv. record drawings relating to security systems at the Project (including, without limitation, perimeter security, locking systems, camera and television security systems and related security systems);

(e) as soon as practicable after the completion of the Commissioning Fine Tuning Period, but no later than one-hundred (100) days after the Commissioning Fine Tuning Period, Developer shall submit to PGCPs and the Independent Engineer for review relevant Project records including, but not limited to:

i. acoustical performance test reports with normal occupant loads and School system operation, including emergency generator under load;

ii. vibration test reports and air balancing reports for the operating School;

iii. final Commissioning acceptance reports relating to the Commissioning Tests conducted during the Commissioning Fine Tuning Period; and

all record drawings relating to the School.

EXHIBIT S
STAGING PLAN

STAGING PLAN APPROACH

Each School's staging plan will be customized for their unique individual requirements taking into consideration adjacent school buildings, occupied school buildings, as well as the surrounding residences, communities and neighborhoods. Within 60 days of contract award, Gilbane will present project specific staging plans to PGCPs and affected school principals/ administration for preliminary review and comment. After our initial reviews with PGCPs stakeholders, our Team will meet with school personnel and community stakeholders and adjust our staging plans to meet individual community/school requirements. They will also be included in our bid documents so all trade contractors know the "rules of the road" at each School. This will be a transparent process that will involve Gilbane project teams, PGCPs, school administrators, parents and key community stakeholders. Once final plans are adopted, we will post them to the Project website so that any interested party has access to them.

When developing our staging plans, key considerations will include:

- Existing area roadways, school entrance/ exits and parking lots
- Existing bus pick-up/drop off routes
- Existing parent drop off and pick-up routes
- Existing sidewalks and access by foot
- Perimeter security barriers and fencing
- Project, directional and safety signage
- Site lighting
- Dust and trash control
- Construction vehicle/equipment entrance/exit routes
- Construction vehicle exit washdown locations
- Material drop off, storage and staging locations
- Trade contractor parking (on-site or remote)
- Field office location
- Waste and recycling bin locations
- Crane locations
- Etc.

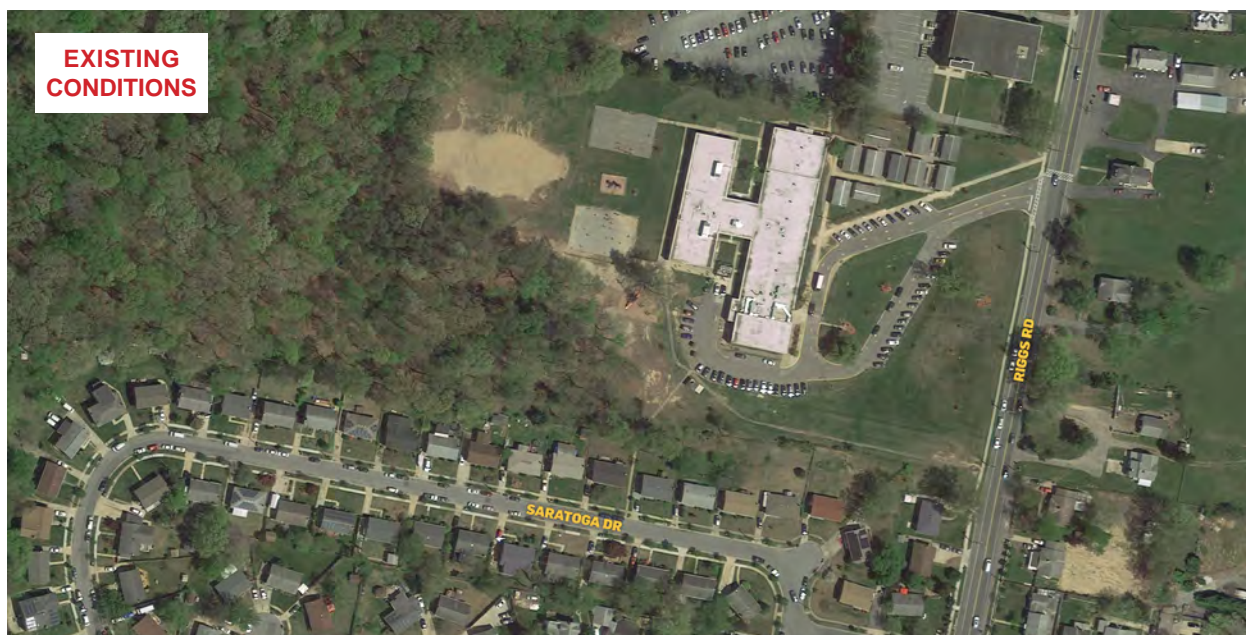
We have included preliminary staging plans for each of the six Schools for your review and comment. During construction it will be the responsibility of each project team to maintain the approved site staging plan for the duration of the project. Jumanne Smith, Senior General Superintendent, will regularly inspect the Project sites and will ensure that Gilbane is meeting their staging plan commitments. He and the project team will be available to meet with community and school stakeholders on this subject throughout the construction phase.

STAGING PLAN - MASTER LEGEND

	CONSTRUCTION ENTRANCE/EXIT		PARENT PICK UP/DROP OFF
	FLAG MAN		DUMPSTERS & RECYCLING
	WHEEL WASH		
	CONTRACTOR TRAILERS		
	MATERIAL STAGING & STORAGE		
	CONTRACTOR PARKING		



ADELPHI AREA MIDDLE SCHOOL



Site Considerations

- Existing School to be vacated and demolished
- We will use existing entrance off Riggs Road
- Site topography warrants keeping Riggs Road entrance
- Respect nearby homes off Riggs Road and Saratoga Drive
- Maintain sidewalk from site to Saratoga Drive



DREW-FREEMAN MIDDLE SCHOOL

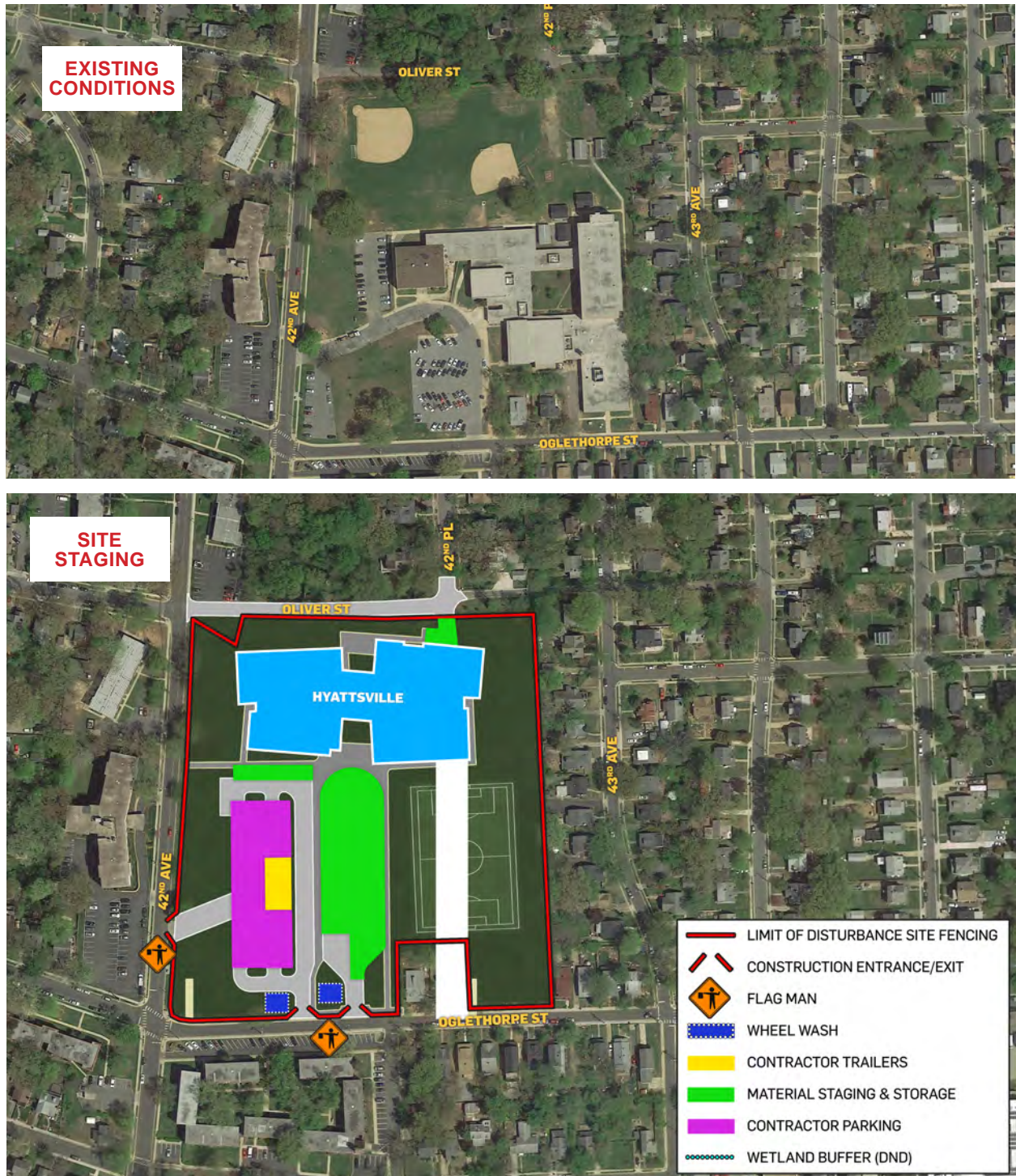


Site Considerations

- Existing School to vacate June 2021
- Respect residences off Brooks Drive
- Suitland HS to remain operational
- Main site entrance off Brooks Drive via Silver Hill Road
- Demolish existing School while new school is in construction
- Construct ballfields during construction of new school



HYATTSVILLE MIDDLE SCHOOL



Site Considerations

- Existing School to be vacated and demolished
- Construction entrances off Oglethorpe Street and 42nd Ave
- Respect local residences and businesses
- Oliver Street to receive improvements to service new school loading dock



KENMOOR MIDDLE SCHOOL

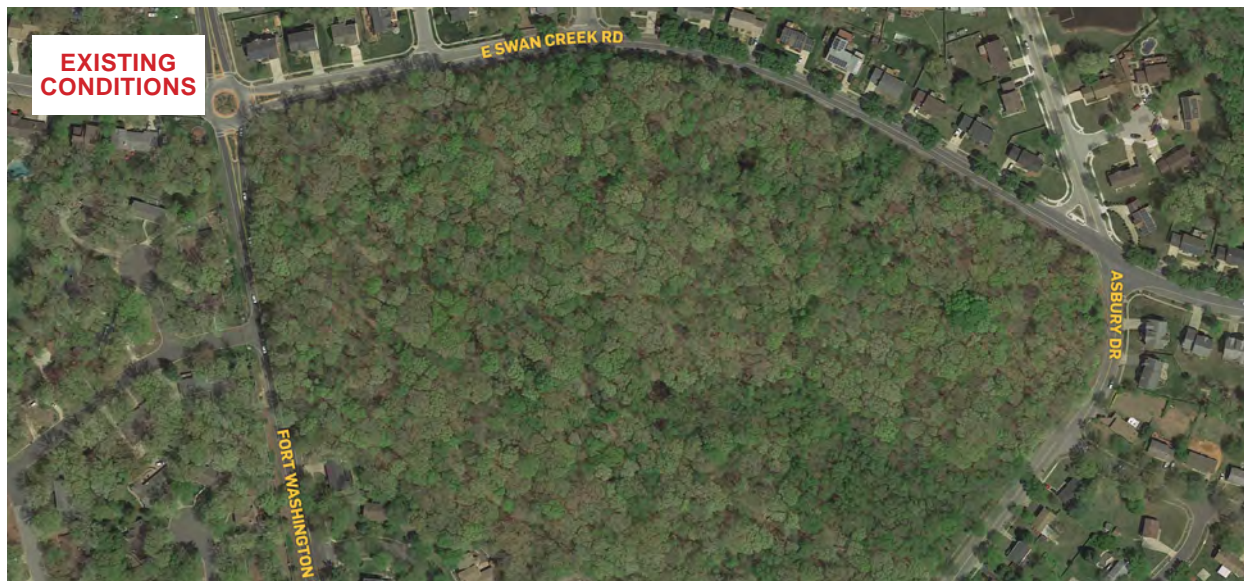


Site Considerations

- Existing School is open and operational during construction
- The only entrance to the School is off Kenmoor Road, major pinch point
- Flagman at Kenmoor Road and Manson Street to manage school/construction traffic
- Provide access to existing school loading dock during construction
- Fields and School are actively used during non-school hours



NEW SOUTHERN AREA K-8 SCHOOL



Site Considerations

- Greenfield construction project
- Primary construction entrances off Fort Washington Road
- Secondary construction entrance off East Swan Creek Road
- East Swan Creek Road is highly residential
- Community is a mature neighborhood
- Practice good neighbor policies



WALKER MILL MIDDLE SCHOOL



WALKER MILL MIDDLE SCHOOL



Site Considerations

- Existing School open and operational
- Isolated site in dense neighborhood
- Karen Boulevard is the only road serving the School
- Construction traffic through residential setting
- Fortunately, two (2) entrances serve Karen Boulevard
- Flagman will be required at Karen Boulevard entrance

