

## **SECTION B - SCOPE OF SERVICES**

### **1. Definitions**

The following words and phrases, here appearing capitalized and in quotes, have the following meanings for the purposes of this solicitation and resultant contract(s):

- 1.1. "ARCHITECT" or "A/E", CONTRACTOR: An entity that enters a contract with the County to perform architectural/engineering services on a Task Order.
- 1.2. "BASIC SERVICES OR SCOPE OF SERVICES": General scope of services that applies to all Task Orders.
- 1.3. "CONSULTANT OR CONSTRUCTION MANAGEMENT": An entity that enters a contract with the County to perform construction management services on a Task Order.
- 1.4. "CONTRACT": The written agreement between the Owner and the Consultant resulting from this solicitation and containing the Contract Documents
- 1.5. "CONTRACT ADMINISTRATOR": The individual identified in any contract resulting from this solicitation is responsible for the administration of the contract in accordance with the authorities and limitations delegated to him by the Director, as specified in the contract.
- 1.6. "CONTRACT AMENDMENT": A contract modification signed by the Contractor and the Contracting Officer that provides for a change of contract provisions.
- 1.7. "COUNTY" or "OWNER": Montgomery County, Maryland, a body corporate and politic and a local subdivision of the State of Maryland.
- 1.8. "COUNTY PROJECT MANAGER": The person designated by the Contract Administrator to serve as contact for day-to-day communication with the Contractor for a particular Project/Task Order.
- 1.9. "DIRECTOR": The Director, Office of Procurement. The Director serves as the County's Contracting Officer.
- 1.10. "NOTICE TO PROCEED": A written communication to the Consultant from the Contract Administrator or designee directing commencement of Task Order Services or a portion thereof, or a particular phase or activity or portion thereof.
- 1.11. "PROGRAM OF REQUIREMENTS", "PROGRAM", or "POR": The Owner-provided written summary of the Project requirements, which sets forth the County's design objectives, constraints, and criteria.
- 1.12. "PROJECT": A complete and properly functioning facility suitable for the purpose for which it is intended and satisfying the County's needs.
- 1.13. "SERVICES": The work to be performed by the Consultant and Construction Management under the Contract, consisting of the Basic Services described in the Contract and any Task Order.
- 1.14. "TASK ORDER": A written document, signed by the Contractor and executed by the Contract Administrator, which, when combined with a Purchase Order issued by the Office of Procurement, directs the Contractor to perform the Work for a lump-sum cost.
- 1.15. "TASK ORDER AMENDMENT": A type of Task Order modification signed by the Contractor and the Contract Administrator which, when combined with a Purchase Order issued by the Office of Procurement, provides for a change of Task Order provisions without affecting the Contract provisions.
- 1.16. "TASK ORDER DOCUMENTS": Owner-provided plans and specifications, and any amendments and change orders thereto, prepared for each individual Task Order.
- 1.17. "TASK ORDER SUM": The lump-sum amount specified in a Task Order and any Task Order Amendments.
- 1.18. "USING DEPARTMENT HEAD" or "DEPARTMENT HEAD": The Chief, Division of Building Design and Construction, Department of General Services.
- 1.19. "WORK": The total Construction Management and related services performed under a Task Order.

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## **Task Order Contracts for Construction Management Services for Various County Facilities**

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

### **2. Background / Intent**

- 2.1. The Montgomery County, Maryland, Department of General Services, Division of Building Design and Construction intends to use this solicitation to select qualified Consultants to provide Construction Management (CM) Services for new construction or renovation of various County facilities such as but not limited to recreation centers, day care center, libraries, office buildings, fire stations, public safety, police stations, pools, warehouses, vehicle maintenance, etc.:
- 2.1.1. Up to three (3) qualified contractors for Construction Management Services may be selected for various County Facility projects.

### **3. Performance Period**

- 3.1 Performance period for each Task Order will be determined in the Task Order.

### **4. Price Adjustments**

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

**END SECTION B - SCOPE OF SERVICES**