REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
FOR
THE RETRIEVER ACTIVITIES CENTER (RAC) RENEWAL PROJECT
RFP NO: BC-21101-C

ISSUED: 05/15/2018

PROCUREMENT/ISSUING OFFICE
UMBC Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

PROJECT MANAGEMENT
UMB Office of Facilities and Operations
University of Maryland, Baltimore
Saratoga Street Offices
220 Arch Street
Baltimore, MD 21201
## RAC RENEWAL PROJECT
AT THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

RFP #BC-21101-C

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION #</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>00100</td>
<td>SOLICITATION SCHEDULE</td>
</tr>
<tr>
<td>00200</td>
<td>INSTRUCTIONS TO PROPOSERS</td>
</tr>
<tr>
<td>00300</td>
<td>INFORMATION AVAILABLE TO PROPOSERS</td>
</tr>
<tr>
<td>00400</td>
<td>PROPOSALS, EVALUATION AND FORMS</td>
</tr>
<tr>
<td>00500</td>
<td>[INTENTIONALLY OMITTED]</td>
</tr>
<tr>
<td>00600</td>
<td>Retriever Activities Center Renewal Program description dated 3/1/18 available at <a href="https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx">https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx</a></td>
</tr>
<tr>
<td>00700</td>
<td>UMB STANDARD GENERAL CONDITIONS FOR CONSTRUCTION MANAGEMENT WITH GMP CONTRACT DATED 2010 available at <a href="https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx">https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx</a></td>
</tr>
<tr>
<td>00800</td>
<td>UNIVERSITY OF MARYLAND, BALTIMORE COUNTY (UMBC) AMENDMENTS TO UMB STANDARD GENERAL CONDITIONS FOR CONSTRUCTION DATED MARCH 2013 available at <a href="https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx">https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx</a></td>
</tr>
</tbody>
</table>

### ATTACHMENT A

The following forms are to be submitted by each proposer as indicated in the RFP documents herein:

- Key Personnel Form
- Key Personnel/Basis for Selection Form
- CM Experience Form
- Matrix of CMAR Services
- Working Relationship
- Annual Sales Volume/Number of Projects Form
- Current Workload Form
- Matrix of Anticipated Hours Form
- Acknowledgement of Receipt of Addenda Form (if applicable)
- Bid/Proposal Affidavit
- MBE Form #1-1A Part 2 only to confirm acknowledgement and agreement with the MBE participation level of 20% for construction of the project and the associated MBE sub-goals (see Attachment A for details)
<table>
<thead>
<tr>
<th>SECTION #</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENT B-1</td>
<td>University Forms Required to be signed/ provided by the Selected CM Firm at time of contract award for services provided during the programming phase (i.e. Contract, Contract affidavit and insurance certificate).</td>
</tr>
<tr>
<td>ATTACHMENT B-2:</td>
<td>University Forms Required to be signed/provided by the selected CM firm at the time of contract award for pre-construction and construction services on the project: University Construction Management at Risk contract Contract Affidavit Form MBE Attachments 1-1A Part 3 to be included in GMP submittal(s) to confirm achievement of MBE participation level of 20% and associated MBE sub-goals (see Attachment B-2 for details). Building Component Form for cost information use on this project Note: MBE Attachment 1-1A – Part 3 – MBE Participation Schedule must be submitted with GMP submittal(s) for construction.</td>
</tr>
<tr>
<td>ATTACHMENT C:</td>
<td>General Conditions Listing for Non-personnel items</td>
</tr>
<tr>
<td>ATTACHMENT D</td>
<td>University Shop Drawings/Submittal Flow Chart</td>
</tr>
<tr>
<td>ATTACHMENT E</td>
<td>Price Proposal Form</td>
</tr>
<tr>
<td>ATTACHMENT F</td>
<td>UMBC Division I General Requirements</td>
</tr>
<tr>
<td>ATTACHMENT G</td>
<td>Sample VE Cost Information Details</td>
</tr>
</tbody>
</table>
# SOLICITATION SCHEDULE

<table>
<thead>
<tr>
<th>Issue Date</th>
<th>Tuesday, 5/15/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Conference &amp; Site Visit Date</td>
<td>Tuesday, 5/22/18, at 3:30 p.m.</td>
</tr>
<tr>
<td>Pre-Proposal Conference Location</td>
<td>Room 331</td>
</tr>
<tr>
<td></td>
<td>Commons Building</td>
</tr>
<tr>
<td></td>
<td>University of Maryland, Baltimore County (UMBC)</td>
</tr>
<tr>
<td></td>
<td>1000 Hilltop Circle</td>
</tr>
<tr>
<td></td>
<td>Baltimore, MD 21250</td>
</tr>
<tr>
<td></td>
<td>(Closest visitor parking is the Commons Garage)</td>
</tr>
<tr>
<td>Deadline for questions for Initial Technical Proposal</td>
<td>Tuesday, 5/29/18, on or before 12:00 pm.</td>
</tr>
<tr>
<td>Initial Technical Proposal Due Date</td>
<td>Friday, 6/8/18, on or before 4:00 pm.</td>
</tr>
<tr>
<td>Submit Initial Technical Proposal to UMBC Box:</td>
<td><a href="mailto:Technic.vxk65znn8mx1ejm0@u.box.com">Technic.vxk65znn8mx1ejm0@u.box.com</a></td>
</tr>
<tr>
<td>Interview Sessions for Shortlisted Firms</td>
<td>Tuesday, 7/10/18, and Wednesday, 7/11/18</td>
</tr>
<tr>
<td>Price Proposal Due Date</td>
<td>Friday, 7/20/18, on or before 2:00 pm</td>
</tr>
<tr>
<td>Submit Price Proposal to UMBC Box:</td>
<td><a href="mailto:Price_P.yi73fdr9q1wmd11z@u.box.com">Price_P.yi73fdr9q1wmd11z@u.box.com</a></td>
</tr>
</tbody>
</table>

**END OF SOLICITATION SCHEDULE**
SECTION 00100

I. INSTRUCTIONS TO PROPOSERS
SECTION 00100

I. INSTRUCTIONS TO PROPOSERS FOR THE CONSTRUCTION MANAGEMENT CONTRACT

A. SUMMARY:

1. The objective of this Request For Proposal (RFP) is for the University of Maryland, Baltimore County (herein referred to as "University" or "UMBC") to select a Construction Management (CM) firm (herein referred to as "Construction Manager", Proposer or "CM") to provide professional management and construction services during (1) the programming phase and (2) the design and the construction phases of the RAC Renewal Project ("Project or RAC Renewal") at UMBC in Baltimore, Maryland. (See Scope of Work section for complete details). [See http://www.umbc.edu/ for a UMBC campus map.] Two (2) contracts will be issued under this procurement; one contract for services during the programming phase and a second contract for services during the design and construction of the project.

2. Generally, the Construction Manager will be a member of the Project Team consisting of representatives from the University, the Architect/Engineer, and other consultants as required as more fully set forth below. Generally, it will be the responsibility of the Construction Manager to integrate the design and construction phases, utilizing the Construction Manager's skill and knowledge of general contracting to develop schedules; prepare project construction estimates; study labor conditions; and, in any other way deemed necessary, contribute to the development of the project during the programming and pre-construction/design phase. During the construction phase, the CM will be responsible for constructing the project under the Guaranteed Maximum Price inclusive of all construction services therein.

3. Upon selection of the Construction Management firm, the Contract will be executed for programming phase services only. Upon completion of the programming phase, negotiation will be conducted, if needed, relative to the CM's costs during the design and construction of the project as determined by the University. The contract for pre-construction services will be issued and upon approval by the Board of Public Works, the Contract will be fully executed and will include the provision of the Guaranteed Maximum Price (GMP) for construction of the Project by the CM in accordance with the project schedule.

Subsequently, and in accordance with the terms and conditions of this RFP, amendments to the CM contract are anticipated to be issued for Construction services upon acceptance by the University and approval by BPW as applicable (as described elsewhere in this document).

4. The Contract issued for services during the programming phase will be govern the scope of services per Section 00400, Article 1, #1.4. The contract issued for the design and construction of the project will govern all Pre-Construction/Design and Construction phases of this Project (Refer to Articles 1 through 3 of Section 00400 of this document for further detail).
5. All work performed under this contract shall be in accordance with the University of Maryland, Baltimore "Standard General Conditions of Construction Management with GMP Contract", (Section 00700 "Standard Conditions") as modified by Section 0800 or supplemented by any amendments, supplementary conditions, the Contract Documents as listed herein, any addenda, and other components of the Contract.

6. The University anticipates having a contract for services during the programming phase in place with the successful Construction Management firm on or about 8/8/18.

B. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS:

For detailed information on preparation and submittal of proposals see Section 00300 "Proposals, Evaluation, Forms".

C. ISSUING OFFICE:

1. The Issuing Office is:

University of Maryland, Baltimore County
Department of Procurement & Strategic Sourcing
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, Maryland 21250

2. The Issuing Office shall be the sole point of contact with the University for purposes of the preparation and submittal of the RFP proposal.

3. All questions on this procurement are to be directed via email to the following individual:

Elizabeth Moss
University of Maryland, Baltimore County
Department of Procurement & Strategic Sourcing
Email: emoss@umbc.edu
Phone: 410 455-2540

D. PRE-PROPOSAL CONFERENCE:

1. A Pre-Proposal Conference will be held at the date, time, and location indicated on the Solicitation Schedule.

2. A walk through of the RAC will be conducted as part of the Pre-Proposal Conference and immediately following the meeting portion of the agenda.

3. Attendance is not mandatory, but is strongly recommended as clarifications may be provided.
E. **DUE DATE AND TIME:**

1. The Technical Proposal shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer’s name. Submit two (2) sets of the technical proposal as follows:
   - One set in Microsoft Word format (for documents created in word processing format).
   - One set in PDF format.

2. Price Proposals will only be requested from those proposers who are shortlisted following the second phase technical evaluation per the RFP (see Section 00300 for further details). The due date for Price Proposals will be set upon completion of the technical evaluation, however, the University anticipates the price proposal due date to be as provided in the Solicitation Schedule.

3. Proposers shall allow sufficient time in submitting responses to the RFP to insure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

F. **LATE PROPOSALS:**

Any proposals, requests for modification, or requests for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

G. **MODIFICATIONS AND WITHDRAWAL OF PROPOSALS:**

1. Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.

2. No withdrawal or modifications will be accepted after the time proposals are due.

H. **QUESTIONS AND INQUIRIES:**

1. Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Section P below.
I. **TERMINOLOGY:**

All references in this RFP to the Construction Manager, Proposer, Architect, and other person or persons are made relative to the singular person. These are intended only as generic terms relative to number, and are employed solely to simplify text and to conform to commonly used construction specifications language.

J. **SITE INVESTIGATION:**

By submitting a proposal the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

K. **COMPETITIVE NEGOTIATION:**

1. The University reserves the right to make an award with or without negotiations. Only those proposers who are determined "to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in the process."

2. Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the best interest of the University.

L. **PERFORMANCE AND PAYMENT BONDS:**

1. No bonds are required for the CM services during the programming phase.

2. The awarded firm must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Guaranteed Maximum Price (GMP) including executed Change Orders, in the form specified in the University System of Maryland Procurement Policies and Procedures #VIII-3.00 (available at [https://www.usmd.edu/regents/bylaws/SectionVIII/](https://www.usmd.edu/regents/bylaws/SectionVIII/)). These forms must be provided at the time of the execution of the amendment to the contract for the GMP (or GMPs) and prior to the start of any work. During the course of the construction phase, the University may request bond riders based on the executed contract amendments.

   Please note that as part of the Technical Proposal, a Proposer must indicate its capability of obtaining the necessary bonds.

3. Should the Contractor fail to execute the Contract Amendments for the GMP(s) as required, then an amount equal to the difference between the accepted price and that of the person or entity who serves as Construction Manager subsequently shall be paid to the University as liquidated damages.
M. **RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES:**

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

N. **IRREVOCABILITY OF PROPOSALS:**

1. The final CM fee proposal for programming services shall be irrevocable for two (2) months from the price proposal due date. This period may be extended by written mutual agreement between the selected firm and the University.

2. The final pre-construction phase CM fee price proposal for this project shall be irrevocable for six (6) months from the price proposal due date. This period may be extended by written mutual agreement between the Proposer and the University.

3. The Construction Phase CM fee price proposal shall remain irrevocable until acceptance of the GMP (or, the final GMP if there are multiple GMPs), and approval of the amendment(s) to the contract to reflect the construction work.

O. **LICENSES AND QUALIFICATIONS:**

1. Proposers must be licensed as required by the Construction Firm Law of Maryland (Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland) and shall submit proof of current licensing with their proposal.

2. The University reserves the right to require that the Construction Manager demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule. (See Section 00300 of this RFP for further information/details.)

P. **CLARIFICATIONS AND ADDENDA:**

1. Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University’s bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.
3. Any addendum/amendments to the RFP must be acknowledged by persons and entities known to have been issued, or otherwise to have received the RFP. Addendum Acknowledgement forms (found in Attachment A) are to be completed and signed with Technical Proposal. In addition, space is provided on the Price Proposal form to indicate these.

Q. CANCELLATION OF THE RFP:

The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

R. PROPOSAL ACCEPTANCE:

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

S. INTERVIEW SESSIONS:

1. Proposers who submit proposals and are shortlisted as a result of the initial technical evaluation will be required to participate in interview sessions with University representatives (see Section 00300 for details).

2. The University also reserves the right to visit Proposer’s place of business during the evaluation process.

T. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight forward, concise description of the proposer’s offer to meet the requirements of the RFP.

U. CONFIDENTIAL/PROPRIETARY INFORMATION:

1. Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.

2. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it is not sufficient to preface your entire proposal with a proprietary statement).
V. MINORITY BUSINESS ENTERPRISE NOTICE:

1. Establishment of Goal and Sub-goals:

1.1 Contract for CM Programming Services: There is no MBE goal or associated sub-goals for this contract but MBE participation is encouraged.

1.2 CMAR Contract for Pre-construction and Construction Services:

An overall MBE subcontractor participation goal of 20% of the total CMAR contract dollar amount has been established for this procurement.

In addition, the following sub-goals have been established for this procurement:

- 7% for African-American MBEs,
- 4% for Asian-American MBEs,
- 2% for others

Notwithstanding any sub-goals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

2. MBE Attachments 1-1 to 1-5 – The Minority Business Enterprise participation instructions, and forms are available at [http://goma.maryland.gov/Pages/Reporting-Tool-MBE.aspx](http://goma.maryland.gov/Pages/Reporting-Tool-MBE.aspx) to assist Proposers:

- Attachment 1-1A MBE Utilization and Fair Solicitation Affidavit (Part 2) & MBE Participation Schedule (Part 3) *(Please note that MBE 1-1A, Part 2 Affidavit only must be submitted with the technical proposal; if proposer fails to include this form, their proposal will be found not susceptible of award and this failure is not curable)*
- Attachment 1-1B Waiver Guidance
- Attachment 1-1C Good Faith Efforts Documentation to Support Waiver Request
- Attachment 1-2 Outreach Efforts Compliance Statement
- Attachment 1-3A MBE Subcontractor Project Participation Certification
- Attachment 1-3B MBE Prime Project Participation Certification
- Attachment 1-4A Prime Contractor Paid/Unpaid MBE Invoice Report
- Attachment 1-4B MBE Prime Contractor Report
- Attachment 1-5 Subcontractor/Contractor Unpaid MBE Invoice Report

3. A Proposer shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment 1-1A, Part 2) whereby:

(a) The Proposer acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable sub-goals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
(b) The Proposer responds to the expected degree of MBE participation, as stated in
the solicitation, by identifying the specific commitment of certified MBEs at the
time of Bid/Proposal submission. The Proposer shall specify the percentage of
total contract value associated with each MBE subcontractor identified on the
MBE participation schedule, including any work performed by the MBE prime
(including a prime participating as a joint venture) to be counted towards meeting
the MBE participation goals. (MBE Attachment 1-1A, Part 3 – MBE Participation
Schedule is to be completed and provided by the awarded CMAR firm in its GMP
submittal(s); see Attachment B-2 for this form.)

(c) A Proposer requesting a waiver should review Attachment 1-1B (Waiver
Guidance) and 1-1C (Good Faith Efforts Documentation to Support Waiver
Request) prior to submitting its request.

If a Proposer fails to submit a completed Attachment 1-1A Part 2 only with
the Proposal as required, the Procurement Officer shall determine that the
Proposal is not reasonably susceptible of being selected for award.

4. Proposers are responsible for verifying that each of the MBEs (including any MBE
primes or MBE primes participating in a joint venture), selected to meet the goal and any
sub-goals and subsequently identified in Attachment 1-1A is appropriately certified and
has the correct NAICS codes allowing it to perform the committed work.

5. Within ten (10) Working Days from execution of the contract amendment for GMP
submittal(s), the awarded CMAR firm must provide the following documentation to the
Procurement Officer.

(a) Outreach Efforts Compliance Statement (Attachment 1-2).

(b) MBE Prime/Subcontractor Project Participation Certification (Attachment 1-
3A/3B).

(c) If the recommended awardee believes a waiver (in whole or in part) of the overall
MBE goal or of any applicable sub-goal is necessary, the recommended awardee
must submit a fully-documented waiver request that complies with COMAR
21.11.03.11.

(d) Any other documentation required by the Procurement Officer to ascertain
Proposer responsibility in connection with the certified MBE subcontractor
participation goal or any applicable sub-goals.

If the recommended awardee fails to return each completed document within the
required time, the Procurement Officer may determine that the recommended
awardee is not responsible and, therefore, not eligible for Contract amendment
award. If the Contract has already been awarded, the award may be voidable.
6. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at http://mbaes.state.md.us/directory/. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

7. Once a contract amendment has been executed for the GMP submittal(s), the Contractor (CM) will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

(a) Attachment 1-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).
(b) Attachment 1-4B (MBE Prime Contractor Report)
(c) Attachment 1-5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

8. A Proposer that requested a waiver of the goal or any of the applicable sub-goals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment 1-1C) and all documentation within ten (10) Working Days from execution of the contract amendment(s) for construction.

9. All documents, including the MBE Utilization and Fair Solicitation Affidavit (MBE Attachment 1-1A Part 2) & MBE Participation Schedule (MBE Attachment 1-1A, Part 3), when completed and submitted by the Proposer in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered part of the Proposal for order of precedence purposes.

10. The Proposer is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions.

11. As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment 1-1A- Part 3) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment 1-1A – Part 3) used to meet
those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal if the MBE firm is performing a commercially useful function on the Contract.

12. With respect to Contract administration, the Contractor shall:

(a) Submit by the 10th of each month to the Agency’s designated representative:
   i  A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 1-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
   ii (If Applicable) An MBE Prime Contractor Report (Attachment 1-4B) identifying an MBE prime’s self-performing work to be counted towards the MBE participation goals.

(b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Department’s designated representative an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment 1-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.

(c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

(d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

(e) Upon completion of the Contract and before final payment or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
13. The contract awarded as a result of this procurement requires the awarded CMAR firm to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The University and the CMAR Firm acknowledge and agreed that the University will incur damages, including but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the CMAR does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the University might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by the University that the CMAR failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the CMAR agrees to pay liquidated damages to the University at the rates set forth below. The CMAR expressly agrees that the University may withhold payment on any invoices as a set-off against liquidated damages owed. The CMAR further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

a. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $30.59 per day until the monthly report is submitted as required.

b. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $107.07 per MBE subcontractor.

c. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

d. Failure to meet the CMAR’s total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

Notwithstanding the use of liquidated damages, the University reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.
W. **FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE:**

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate $200,000, or more, during a calendar year shall, within 30 days of the time when the $200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

X. **ARREARAGES:**

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

Y. **BID/PROPOSAL AFFIDAVIT:**

The Bid/Proposal Affidavit included in this package (see Attachment A for this form) must be executed by each responding proposer and submitted with the proposer's technical proposal.

Z. **MULTIPLE/ALTERNATIVE PROPOSALS:**

Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP.

AA. **JOINT VENTURE PROPOSERS:**

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the technical proposal submission under the category of Profile of Proposer (see Section 00300 for details), the proposer must identify the responsibilities of each joint venture party with respect to the scope of services/work (per Section 00400) inclusive of the requirements for each entity based on such services as described in this RFP document.

**NOTE:** If the selected Construction Manager is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.
BB. **ADDENDUM**

Any addendum/amendments to the RFP must be acknowledged by persons and entities known to have been issued, or otherwise to have received the RFP. An Acknowledgment of Addendum form is provided in Attachment A and is to be submitted accordingly with the Technical Proposal. Space is provided on the Price Proposal form to also indicate these.

CC. **INCURRED EXPENSES:**

The University will not be responsible for any costs incurred by any vendor/firm in preparation and submittal of a proposal.

DD. **DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

EE. **MARYLAND PUBLIC ETHICS LAW**

1. The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5.

2. If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

3. The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

4. The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.
FF. **USE OF AFFILIATES TO AVOID TAXATION ON INCOME FROM STATE CONTRACTS**

Contractor agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the contractor to an affiliated entity that does not file Maryland income tax returns. Contractor agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Contractor agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any affiliated company; but (2) if any such royalty or similar payments are made, contractor and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that contractor may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the contractor does business. Contractor agrees that it is authorized to bind its affiliated entities to the terms hereof.

GG. **PAYMENTS TO CONTRACTORS BY ELECTRONIC FUNDS TRANSFER (EFT)**

1. If the annual dollar value of this contract will exceed $200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants the Contractor an exemption.

2. By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

3. The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland. That web address is:

   [http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.gov/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf)

END OF SECTION 00100
SECTION 00200

II. INFORMATION AVAILABLE TO PROPOSERS
SECTION 00200

II. INFORMATION AVAILABLE TO PROPOSERS

A. CONTRACT DOCUMENTS: This RFP #BC-21101-C consists of the documents noted below.

All sections and other documents are contained within the RFP document or available via a link as noted:

00100 Instructions to Proposers;
00200 Information Available to Proposers;
00300 Proposals, Evaluation and Forms (Articles 1 through 4);
00400 Scope of Work (Articles 1 through 3);
00500 [Intentionally Omitted];
00600 The Retrievers Activities Center (RAC) Renewal Program Description dated 3/1/18 (available via the identified link)
00700 UMB's Standard General Conditions for Construction Manager with GMP Contract dated 2010 (available via the identified link);
00800 UMBC Amendments to University Standard General Conditions for CM with GMP Contract (available via the identified link)
00830 Prevailing Wage Rates (to be provided to the selected CM firm prior to the trade contract bidding)

Attachment A University Forms Required with Proposal Submittal(s) (i.e., Bid/Proposal Affidavit, Key Personnel Form, Key Personnel/ Basis of Selection Form, Working Relationship Form, Matrix of Anticipated Hours Form, Matrix of Services Form, CM Experience Form, Annual Sales Volume/Completed Projects Form, Current Workload Form, and Acknowledgment of Addenda Form. (These forms are also packaged separately in Word format for the convenience of proposing firms with the exception of the Bid/Proposal Affidavit and MBE Attachment 1-1A, Part 2 only form which is in pdf form.)

Attachment B-1 University Forms Required to be signed/provided by the Selected CM Firm at time of contract award for the programming phase (i.e. Contract (to be provided by addendum), Contract affidavit and insurance certificate).
Attachment B-2  University Forms required to be signed/provided by the selected CM firm at time of award for the CMAR services during the pre-construction/design phase or GMP contract amendment(s), as applicable (i.e., University CMAR contract, Contract Affidavit, Performance & Payment Bonds, Insurance certificates, and required MBE forms);

Attachment C  General Conditions Listing for non-personnel items;

Attachment D  University Shop Drawing/Submittal Flow Chart.

Attachment E  Price Proposal Form

Attachment F  UMBC Division I General Requirements.

Attachment G  Sample VE Cost Information Details

The following Contract Documents are available at:  
https://umbc.box.com/s/ua7e2f5e44bf5f2clor2e6efi1bxia1jx

- RAC Facility Condition Assessment dated April 29, 2017
- Aerial Campus Maps
- Design Criteria and Procedures
- Original RAC plans for construction, including additions and assessment

Any Addenda, which may be issued during the course of this procurement.

All of these materials will be included in the Contract with the University awarded as a result of this solicitation. The Proposer by submitting its proposal agrees that if awarded the Contract that it, as Construction Manager, will be bound under the Contract to all the terms and conditions thereof.

B. SET OF DOCUMENTS AVAILABLE TO PROPOSERS: The RFP documents are available on the UMBC eBid Board at http://procurement.umbc.edu/bid-board/.

Please note: This project will be a prevailing wage rate job. Prevailing wage rates will be provided to the successful firm at the appropriate time prior to the bidding of the trade work. The CM will be required to advertise the project and provide confirmation of the locations in which the project was advertised for bidding the trade work.
C. **PRE-PROPOSAL CONFERENCE**

1. A Pre-Proposal Conference and tour of the site will be conducted for all interested parties early in the proposal phase of the project as indicated in Section 00100 Instructions to Proposers for the Construction Manager Contract and on the Solicitation Schedule.

2. Subsequent inspection of the site may be arranged by contacting the Issuing Office identified in Section 00100 Instructions to Proposers. Attention is directed to the following provisions in Section 00100:

   H. Questions and Inquiries
   J. Site Investigation
   P. Clarifications and Addenda

D. **AVAILABLE RECORD DOCUMENTS:**

   Available record drawings, utility plans, and other data pertinent to existing conditions are provided at [https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx](https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx) to the extent that such material is available. The University, however, can offer no assurances that such drawings, property description, or other data are accurate, current or complete.

END OF SECTION 00200
SECTION 00300

III. PROPOSALS, EVALUATION AND FORMS
SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

INTRODUCTION/OVERVIEW

ARTICLE 1

A. **INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS**: Responses to RFP #BC-21101-C are to consist of the following:

1. **Technical Proposal Submittal** (see Article 2 of this Section 00300 for detailed information): All proposers will be *required to first submit only a Technical Proposal without a Price Proposal*. The technical proposal shall be submitted via email to the Box address provided in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer's name. Submit two (2) sets of the Technical Proposal as follows:
   - One set in Microsoft Word format (for documents created in word processing format).
   - One set in PDF Format.

2. **Interview Sessions** (see Article 3 of this Section 00300 for detailed information): Only those Proposers who are shortlisted as a result of the initial technical evaluation will be requested to attend an Interview Session at the University. The date and time for these sessions will be set upon completion of the initial technical evaluation; however, it is *anticipated* that the Interview Sessions will be conducted on the dates provided in the Solicitation Schedule, therefore, proposers are advised to set all day on these dates aside on the Key Personnel calendars accordingly so as to avoid any conflicts.

   Each proposer will be *required* to have the following key personnel attend: Project Executive, Project Manager, Field Superintendent, and Chief Estimator.

   Following the Interview Sessions, the University will conduct a Second Phase Technical Evaluation per the RFP.

3. **Price Proposal Submittal** (see Article 3 of this Section 00300 for detailed information): Only those Proposers who remain shortlisted after the Second Phase Technical evaluation will be requested to submit a Price Proposal. The Price Proposal shall be submitted via email to the Box address provided in the Solicitation Schedule.
B. **TRANSMITTAL LETTER**

A transmittal letter prepared on the Proposer's business stationery must accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal; therefore, they should be brief, but shall list all items contained within the Technical Proposal. The letter must be signed by an individual who is authorized to bind the Proposing firm to all statements, including services and financials, contained in the Proposal.

C. **SIGNING OF FORMS**

The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and witnessed.

If not signed by an officer, there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

D. **FORMS PACKAGE:** A separate file of the forms referenced in Attachment A are provided to all proposers in MS Word as a separately packaged file. Proposers are cautioned that the completion of these forms is **not all that is required in the Technical Proposal.** See Section 00300, Article 2 for complete details on the Technical Proposal Submittal.

The Price Proposal form is provided under Attachment E; however, the price proposal will only be requested from those proposers whose remain shortlisted following the second phase technical evaluation.

END OF SECTION 00300, ARTICLE 1
SECTION 00300
PROPOSALS, EVALUATION, AND FORMS
ARTICLE 2
TECHNICAL PROPOSAL SUBMITTAL

A. TECHNICAL PROPOSAL SUBMITTAL:

The following items must be included in the Technical Proposal Submittal:

1. Detailed responses to Section 00300, Article 2, Item C, Technical Proposal Criteria, Items 1 through 5 (noted in "C" below);

2. Contractor's license (photocopy);

3. Bid/Proposal Affidavit;

4. Minority Participation Form 1-1A – Part 2 only (found in Attachment A); and,

5. Acknowledgement of Receipt of Addenda (If addenda are issued prior to the Technical Proposal due date, this form acknowledging receipt of all addenda MUST be included with your Technical Proposal.)

B. PROJECT CONSTRUCTION COSTS AND SCHEDULE: This project will be designed and constructed as one project; however, based on the results of the programming phase, early bid packages may be identified.

In order to be considered responsive, all proposers must either agree with or take exception to the Project Construction Costs and Schedule as follows:

1. **Project Construction Costs:** The total Project Construction Cost for the project is Eighteen Million Four Hundred Thousand Dollars ($18,400,000).

2. **Project Schedule:** The total project schedule for the CM is anticipated as follows:

<table>
<thead>
<tr>
<th>#</th>
<th>PHASE</th>
<th>DURATION</th>
<th>ANTIQUEPATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Programming</td>
<td>2 months</td>
<td>08/08/18-09/30/18</td>
</tr>
<tr>
<td>2</td>
<td>Design (Schematic Design through Construction Documents)</td>
<td>10 months</td>
<td>10/01/18-07/31/19</td>
</tr>
<tr>
<td>3</td>
<td>Bidding (inclusive of BPW approval)</td>
<td>4 months</td>
<td>08/01/19-11/30/19</td>
</tr>
<tr>
<td>4</td>
<td>Construction</td>
<td>18 months</td>
<td>12/01/19-05/31/21</td>
</tr>
<tr>
<td>5</td>
<td>Total Time Frame</td>
<td>34 months</td>
<td>08/08/18-05/31/21</td>
</tr>
</tbody>
</table>

Note: The University is interested making improvements to the above schedule which will be discussed during the programming phase with the selected CM and AE firms.
The University considers the project to be feasible at the Project Construction Costs and the Project Time Frames and may disallow any change to them. Proposers wishing to argue for higher Project Construction Costs or adjusted Project Time Frames must do so convincingly and provide sufficient evidence to support their argument and include such documentation in the technical proposal envelope; if a proposer does not provide this in the technical proposal, it is understood that the Proposer accepts the Project Construction Costs and Project Time Frames.

The University will make the final determination. In the event the Project Construction Costs or Project Time Frames are adjusted, all proposers will be notified. In the event the Project Construction Costs and Project Time Frames are not adjusted, all proposers arguing for a higher Project Construction Costs or adjusted Project Time Frames will be asked to indicate whether they wish to withdraw.

Proposers will neither be rewarded nor penalized in any way for initially arguing with or accepting the Project Construction Costs and Project Time Frames noted in this RFP. By submitting a proposal, the proposer agrees that the construction of the project: (i) shall not exceed the amount of the Project Construction Costs, and (ii) can be designed and constructed within the Project Time Frames.

C. TECHNICAL PROPOSAL CRITERIA:

Per Item A, 1 above, the following information must be furnished in the Technical Proposal portion of the RFP. Failure to include any of the items listed below may disqualify your firm’s response. Technical criteria are listed in order of importance. Proposers should describe in detail and provide evidence supporting the qualifications requested below.

All proposers are to compile their Technical Proposals in the order listed.

1. CM TEAM ORGANIZATION/KEY PERSONNEL:

1.1. Organizational Chart and Basis for Selection:

a. Organizational Chart: Provide an organizational chart of the proposed CM Team inclusive of the following: (i) Firm Name; (ii) CM Team Organizational and Reporting Structure that must include the Project Executive, Project Manager, Field Superintendent, Chief Estimator, BIM Manager and may include Other Key People as determined by the Proposing firm; and, (iii) Key Person’s Name and Project Role;

b. Basis for Selection: Complete the “Key CM Personnel/Basis for Selection Form” (Form found in Attachment A of the forms package) for the five (5) required key personnel on the CM Team.
c. **Working Relationships:** Complete the "CM Key Personnel Working Relationship Form" (found in Attachment A of the forms package) on the five (5) required CM Key Personnel (noted in 1.1 a. above). Complete this form fully so as to convey the previous working relationships between and among the proposed CM team members.

Higher Consideration will be given if the Project Executive, Project Manager, Field Superintendent, Chief Estimator, and BIM Manager have previously worked together on successfully completed projects with higher consideration if such projects are similar to the University's project.

1.2 **Key Personnel Resumes:** Within this category the named positions are defined below. These people must be current employees of the Proposing Firm.

Note - Personnel Commitment: **By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people to the University for this project’s duration if awarded the project.** No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

**CM Project Executive (CM PE):** High level executive person from the Construction Manager (such as Vice President) who will oversee the project from an executive level and to whom the CM Project Manager directly reports.

**CM Project Manager (CM PM):** Person from Construction Manager who will be involved on a continual basis from commencement of the contract until construction completion and provide the day-to-day management of the project. This person will be the primary point of contact for the University. The University highlights the importance that the person in this role have an appropriate level of experience with renovation projects, particularly those in occupied buildings. For proposing firms, this may result in this key person being a PM or a Senior PM depending on the firm's structure. **The Project Manager must be full time during the design phase and full time on-site during the construction phase of the project.** The time commitment for this position during the programming phase is as determined by the Proposing Firm.

**CM Field Superintendent (CM FS) Person from the Construction Manager who must be on site 100% once construction commences** and will be responsible for the direct supervision of the trade contractors, daily coordination of the work on site to maintain the schedule, and on site management such as material deliveries, outages, etc. This person is expected to participate, as appropriate, during the both the programming phase and the design phase particularly on the project scheduling, and project planning.

**CM Chief Estimator (CM CE):** Person from the CM who will be directly responsible for preparing, explaining, and defending the estimates and testing the estimates in the market place. Note: This position is to be the person who will be directly preparing the estimate, not the head of the estimating department who will be overseeing and managing the process.
CM BIM (Building Information Modeling) Manager: Person from the CM (or may be a sub-consultant) who will lead the BIM effort for the CM, including participating in the development of the BIM Execution Plan and other subcontractor’s modeling efforts, ensure that an up-to-date construction model is maintained in accordance with project protocols and loaded with schedule (4D), and Facilities Management (6D) information as required. This position will be involved during both pre-construction and construction phases.

a. Key Personnel Form: Provide names of the Project Executive, Project Manager, Field Superintendent, Chief Estimator and BIM Manager only to be assigned to this project, if awarded, (as defined above) and complete a Key Personnel Form on each inclusive of the following:

(1) Specify percentage of time and anticipated hours to be committed to this project during both the pre-construction and the construction phases. (Note: If 50% time commitment is noted, this is understood to mean 20 hours per week for the duration of the design and construction phases noted; see note regarding PM being full time during both design and construction and FS being full time during construction);

(2) Current Workload of Key Personnel;

(3) Educational background;

(4) Work experience with ALL prior employers, durations (by dates) of employment and positions held;

(5) Specific project experience similar* to the University’s project preferably the projects listed in #2.1 below) and the role in pre-construction and construction that this person played in each selected project with higher consideration to be given if the role is the same as to be assigned on the University’s project. Provide a description of the types of Pre-Construction and Construction Services performed directly by this individual.

(6) Provide information on three (3) projects only for each person. A concise, detailed description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of the type of work performed (i.e., renovation, new construction, etc.), work setting (higher education, campus setting, occupied setting, etc.), dollar volume of project, contract method (CM at Risk, DBB/GC, DB, etc.) and schedule of the job; and,

NOTE: The Project Executive, Project Manager, Chief Estimator, BIM Manager and Field Superintendent will be evaluated based on their background and experience with projects, which have similar criteria to the University’s project. Refer to Section 2.1, Firm Experience, for the criteria to be used to evaluate the individual’s project experience. As well, higher consideration will be given if the Key People have worked together on other successful projects.

(7) Achievements/Other Notations.

RFP #BC-21101-C PROPOSALS, EVALUATION AND FORMS 0300/6
b. **Key Personnel References:** Provide three (3) project references (from the person's submitted project experience) on each of the five (5) proposed key people inclusive of contact person, phone number and name of applicable project (in the space provided on the Key Personnel Form). Such references are to be project references on the Key Personnel Form not employment references; that is, the University is interested in speaking to a Project Owner or A/E regarding the person's performance on a particular project.

Such references are to be from different projects; that is, only one reference per project is allowed. As well, one (1) reference for each person must be from outside the University of Maryland, Baltimore County.

In addition, the University reserves the right to check other sources available including its own institution even if not provided as such by the Proposer. Such references will be held in strictest confidence by the University.

Please ensure that the information is accurate and that the reference named can speak to the individual's **performance in the role to be assigned on this project.**

*NOTE: All references of the Key People and the Firm will be checked during the Second Phase Technical Evaluation. Only the short listed proposers will have their references contacted, however, all proposers responding must furnish this information within their Technical Proposals.*

1.3. **Matrix of Anticipated Total Hours:** Complete the enclosed "Anticipated Total Hours Forms" for on-site staff during the construction phase. The total hours in one year equals 2080 hours.

1.4. **Matrix of Services:** Complete the "Matrix of Services Forms" for Pre-construction/Design Phase and Construction Phase to indicate which of the key people have primary or secondary responsibility in performing pre-construction and construction services. In completing these forms, there should only be one person listed as having primary responsibility (1) for each service. Multiple people may be listed as having secondary responsibility (2) or participating (P).

2. **PROJECT SPECIFIC BACKGROUND/ITEMS:**

2.1 **Project Specific Background:** Provide summary information on your firm's specific background in executing a CMAR project such as the University project. Information to be provided under this category includes, *but is not limited to,* (i) percentage of work done by the proposing firm which is similar to the University project, utilizing the CM at Risk or CM with GMP method, and (ii) applicable project experience other than the three (3) projects submitted under the Experience Category (#3.1 below). *(Response to be limited two (2) pages with font size no smaller than 11 point.)*
2.2 **Pre-Construction Services Documents:** Provide examples of the following documents that your firm submitted in performing pre-construction services:

- 100% DD estimate;
- Design /Constructability Review Report;
- Value Engineering Report; and
- Mechanical Contractor Scope of Work prepared by CM to include in bid documents for this trade.

The first three (3) documents MUST be from one, single project. Higher consideration is given if these documents are from one of the projects submitted under firm experience (#3.1 below) which is the University's preference.

2.3 **Project Challenge:** Select one (1) aspect of the University project which your CM Team finds to be the most challenging and provide the requested information below. Response is limited to two (2) pages with a font size no smaller than 11 point.

a. A description of this one (1) aspect;

b. The reason your CM Team finds it to be the most challenging;

c. A description of how your CM Team would address this issue and what your recommendations might be.

3. **FIRM RELEVANT EXPERIENCE/FIRM REFERENCES:**

3.1 **CM Firm Experience:** Each Proposer is to submit information on a total of three (3) similar or relevant projects. For each project, the Proposer is to complete the CM Experience Form* provided in Forms Package, Attachment A). *Note: All Proposers are required to use the CM Experience Form format; however, Proposers may elect to reproduce the form. The project submission shall include the following:

- Project Name and Location;
- Project Owner, Contact Person and Telephone Number;
- Construction Start and Project Completion Date;
- Construction Cost (indicate construction cost at the time of the project and also the escalated cost to today's value per the chart below);
- Contract Method (i.e., DBB/GC, CMAR or DB)
- Project Gross Square Footage
- Brief Project Description (inclusive of uses such as recreational sports, health-related, etc.);
- Project Setting (i.e., university, etc.);
- Names of Proposed Key Personnel (per #1.2 above) who were involved in the project and the assigned role for each (higher consideration is given if proposed key people were involved in the submitted projects and, particularly in the proposed role); and,
- Similarities of the submitted project to the University's project.
Note: If the Proposing CM firm is a joint venture firm, the following applies: Of the three (3) projects submitted, two (2) projects MUST be from the majority joint venture party and the third project from the minority joint venture party.

Note: For project construction costs, Proposers are to use the following escalation chart to determine the project size in today's dollars for evaluation purposes:

<table>
<thead>
<tr>
<th>Calendar year</th>
<th>% Escalation Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>6</td>
</tr>
<tr>
<td>2009</td>
<td>1</td>
</tr>
<tr>
<td>2010</td>
<td>1</td>
</tr>
<tr>
<td>2011</td>
<td>3.5</td>
</tr>
<tr>
<td>2012</td>
<td>3</td>
</tr>
<tr>
<td>2013</td>
<td>3.5</td>
</tr>
<tr>
<td>2014</td>
<td>4</td>
</tr>
<tr>
<td>2015</td>
<td>3</td>
</tr>
<tr>
<td>2016</td>
<td>3</td>
</tr>
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The escalation factor is to be calculated from the mid-point of construction and it is cumulative.

Projects **must** meet the criteria noted below as well as the following items in order to be considered:

- **Project Status:**
  - **One project** must be substantially completed (available for its intended use); and,
  - **Two (2) projects** must be at least 50% complete for construction.

- **Project Delivery Method:** Two of the three submitted projects must have been completed with the CM at Risk (with GMP) delivery method (as defined below).

  The third project **cannot** have been done using the Construction Manager Agent (CMA) method.

- **Project Type:** One project must be a renovation project.

**Note:** With each of these three (3) projects, Proposers are to provide project photographs (color is desirable) with the description on the same or opposing page.
(Please note: The Construction Management at Risk (CMAR) or Construction Management with GMP (CM with GMP) project delivery method are synonymous and are defined to be that method in which the Construction Manager is retained to provide pre-construction and construction services to the Owner as described in this RFP document (Section 00400) inclusive of constructing the facility under a guaranteed maximum price. Construction Management Agency is not included in the definition of CMAR or CM with GMP.)

The projects submitted under this category are to be similar in size, function and complexity to the University's project. The criteria used in the evaluation of these projects includes, but is not limited to, the factors noted below with a greater degree of consideration given based on the extent to which these factors are applicable to the projects submitted (See Section 00400 and the Project Program for the specifics of the University project).

Higher Consideration is given for submitted projects based on the extent to which the following applies:

- The proposed key people were involved in the project, particularly in the proposed role
- Higher education setting
- Renovation project
- Occupied setting
- CMAR method
- Projects which are closer to the size to the University's project based on the construction cost plus identified escalation noted above
- Designed using BIM
- Projects completed
- Projects completed and occupied for 6 months or greater

All proposers are to base their responses on their three (3) most recently completed projects that reflects the characteristics above along with the schedule and CM services required under this RFP.

3.2 **Firm References:**

a. Firm Project References from submitted projects (in #3.1 above):

(1) Provide a reference for each of the projects submitted under the firm experience category above (#3.1). Provide contact name, address, email address, and telephone number for each reference. Such references are to be from different projects; that is, only one reference per project is allowed and the reference must be someone from the project owner's organization.

(2) The University reserves the right to verify all information given, if it so chooses, as well as to check any other sources available. As well, the University may utilize itself as a reference even if not provided as such by the Proposer.
(3) Please be sure that accurate information is provided and that the contact person is capable of speaking to your firm's capability in performing the services required. References will be held in the strictest of confidence.

b. Additional Firm Project References: Please provide two (2) additional project references including name of company, contact name, and phone number. These references will be used only in the event the University is unable to contact one or more of the three projects given above (in #3.1).

Please include with these references, a list of applicable projects with a brief description of each inclusive of dollar size and date completed.

**NOTE:** All references of the Key People and the Firm will be checked as part of the Second Phase Technical Evaluation. Only the short listed proposers will have their references contacted, however, all proposers responding must furnish this information within their Technical Proposals.

4. **PROFILE OF PROPOSER:** Provide the information requested below on your firm. Please note: If the Proposer is a local office of a parent company, the information requested under #4.2 and #4.3 are to be provided on the local office only who will be managing this contract not on the parent organization, unless the parent organization is the Proposer.

[Note: If the Proposer is a joint venture, the information requested in all subcategories (#4.1, #4.2 and #4.3) are to be provided on all parties. In addition, please note that the information provided under this category of Profile of Proposer will be evaluated for each joint venture party based on its percentage of the joint venture firm.]

4.1 **Company Background:**

- **History:** Provide a brief but informative history of your firm inclusive of (i) *how* your firm was established; (ii) *how* your firm has developed/evolved over the years, (iii) type of work done, (iv) client base, (v) year in which your firm commenced providing Construction Management at Risk services and on what types of projects initially, (vi) number of employees inclusive of a breakdown among office and field and supervisory and non-supervisory, (vii) other pertinent information. (Limit of 2 pages with font size no larger than 11.)

- **Bonding:** Your firm's bonding capacity via written confirmation from your firm's insurance agent or bonding company (with higher consideration if from the bonding company or entity with the power of attorney from the bonding company).

- **Company Financial Information:** Your firm's (1) Dun & Bradstreet Report inclusive of rating or (ii) most recent financial statement (with higher consideration given if audited financial statement provided).

Note: If joint venture, provide (i) history of joint venture experience for all parties and (ii) specifically history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture on this project and (iii) a listing of all joint venture parties...
and each party’s percentage of the joint venture firm. In addition, the joint venture Proposer is to identify the responsible JV party for each of the CM services to be provided during the Pre-Construction and Construction phases of the Project.

4.2 Complete the "Annual Sales Volume/Completed Projects form" on a per year basis for the last four (4) years [2014, 2015, 2016, and 2017] and indicate what percentage of such work is CM at risk*, GC, DB or other (name). (This information is to be about the responsible branch office only, not the parent organization.) *Note: See definition of CM at risk provided above in the RFP.

4.3 Complete the "Current Workload form" (found in Attachment A of the Forms Package) on which you are to list current projects on which your firm is committed, the dollar volume of each, the time frame for each, and the Project Manager and Field Superintendent. In addition, please describe your firm’s ability to accomplish the proposed services on this project within specified time frames in the space provided on this form.

(This information is to be from the responsible branch office only, not the parent organization, unless the parent organization is the Proposer.) Note: If the selected proposer is a joint venture firm, a copy of the signed, joint venture agreement must be provided to the University for its review and approval prior to issuance of the Notice to Proceed. In addition, no changes can be made to the joint venture agreement without the written approval of the University.

4.4 Provide the proposer’s Experience Modifier Ratio (EMR) for the last three (3) years (2015, 2016, and 2017).

4.5 Provide a copy of your firm’s Contractor License.

5. ECONOMIC BENEFIT:

Provide a detailed, but concise, overall description as to how the award of this contract will benefit the economy of the State of Maryland if your firm is the successful CM. Such items include, but are not limited to, (i) contract dollars to be recycled into Maryland’s economy in support of this contract, through the use of Maryland subcontractors, suppliers, and joint venture partners; (ii) the number and type of jobs for Maryland residents resulting from the contract; (iii) tax revenues to be generated for Maryland and its political subdivisions; and (iv) subcontract dollars committed to Maryland small businesses and MBE’s. (Limited to no more than 2 pages with font size no smaller than 11.)

END OF SECTION 00300, ARTICLE 2
SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

ARTICLE 3

INTERVIEW SESSION AND PRICE PROPOSAL

A. **INTERVIEW SESSION:** Only those Proposers who are shortlisted based on the initial technical evaluation will be requested to attend an Interview Session at the University.

The date and time of these sessions will be set by the University upon completion of the evaluation of the Technical Proposals; however, these sessions are anticipated to be held on the dates noted in the Solicitation Schedule. **Proposers are advised to set these dates aside in their entirety accordingly on all Key Personnel's calendars to avoid conflicts, as these dates are not expected to change.** The actual date and time will be confirmed in writing and sent to the applicable proposers at the time the session is requested.

The purposes of the Discussion/Interview Session are as follows:

(i) to allow the University to meet the Proposer's key personnel and provide them an opportunity to convey their background and expertise on a summary basis as it applies to the University's project;

(ii) to allow the Proposer to present and discuss its project challenge included in its technical proposal;

(iii) to provide an opportunity to clarify the CM scope of services for this Project; and to provide the CM team the opportunity to address their understanding of the required services during the programming phase and the design/construction phase for this project, and their expertise in providing the same;

(iv) to discuss other selected categories of the Proposer's Technical Proposal; and,

(v) to review the Price Proposal form.

Each proposer is **required** to have the following personnel attend this Session: Project Executive, Project Manager, Field Superintendent, and Chief Estimator.

At the time these sessions are scheduled, the University will confirm in writing with each Proposer the specifics of these sessions. These sessions will be one-hour in duration.

Upon completion of the Interview Sessions, the University will conduct the Second Phase Technical Evaluation as described in Section 00300, Article 4.
B. **PRICE PROPOSAL:** Only Proposers who remain shortlisted based on the second phase technical evaluation will be requested to submit a Price Proposal.

Proposers will be requested to provide the following in their Price Proposal:

1. **CM Fixed Fees:**
   
   a. **CM Programming Phase Fee** for all costs associated with providing the CM services in the programming phase for the Project.
   
   b. **CM Pre-Construction Phase Fee** for all costs associated with providing the CM services in the pre-construction phase for the Project and inclusive of the $160K of pre-construction University allowances. (see Section 00400 for details); and,

2. **CM Construction Phase Fee.**

3. **CM Reimbursable Costs to be quoted on a Not-to-Exceed Basis:**

3.1 **General Conditions Allowance Items:**

   a. **CM Staff Reimbursable Costs** only for on-site personnel during construction for the Project including costs for all applicable positions (see Section 00400). In addition, Proposers are to complete the Staff Reimbursables Cost Breakdown Form with its Price Proposal which includes a University allowance for the Building Commissioning Agent of $200K. Please note that the only on-site staff positions that are reimbursable are designated in Section 00400; any positions other than these are not reimbursable and are to be included in the CM Construction Phase fee.

   b. **General Conditions Non-Personnel Items** for the Project per Attachment C inclusive of CM's General Liability Insurance, Builders' Risk Insurance and 100% Performance and Payment Bonds and to include the Third Party Testing & Inspection allowance of $250,000 and an Exact Built document allowance of $60,000 for the project. The Proposer is required to provide as part of the Price Proposal form a breakdown of costs these non-personnel items on the form provided. (Fixed prices for bords and insurance are to be quoted. The balance of the non-personnel items must be a minimum of 3.5% of the Project Construction Costs.)

   **Note:** The Staff Reimbursable Breakdown and Non-personnel General Conditions Breakdown Attachments are requested for informational and price analyses purposes only.

   c. **CM-GMP Contingency:** Amount of this contingency to be quoted by the CM but must be a minimum of 1.75% of the Project Construction Costs (see Section 00400 for details on this contingency).
3. **CM Hourly Billing Rates for the Project** based on Section 00400, Item 1.7.2 (b) for the applicable on site positions during construction excluding those positions in which prevailing wage rates apply. These hourly bill rates will be the basis by which the awarded CM is reimbursed for these positions. **Note:** The hours priced must, at a minimum, match the "Matrix of Hours" provided in the Technical Proposal.

The price proposal shall be submitted via email to the Box address provided in the Solicitation Schedule. File names for the documents are to include the RFP number and the Proposer’s name. Submit two (2) sets of the Price Proposal as follows:

- One set in Microsoft Word format (for documents created in word processing format); and,
- One set in PDF Format.

The Price Proposal Form is provided in Attachment E of the RFP.

The Price Proposal shall be filled out completely inclusive of the attachments. Please note, that no changes, alterations or additions to the Price Proposal Form are permitted.

The Price Proposal shall clearly indicate the maximum cost to the University for CM Programming services, Pre-Construction and Construction Phase CM services with fixed CM fees and not-to-exceed (NTE) costs for CM Reimbursable Costs per the RFP (i.e. on-site staff, non-personnel general conditions and CM-GMP contingency).

Price Proposals will be evaluated based on the total price inclusive of all Fixed Fees and NTE Reimbursable Costs as noted above and on the Price Proposal form.

END OF SECTION 00300, ARTICLE 3

SECTION 00300
A. **TECHNICAL EVALUATION:**

1. An **Initial Technical Evaluation** of the Technical Proposals will be conducted by a University Selection and Evaluation Committee.

The order of importance of the technical criteria is as noted in Section 00300, Article 2 with one exception. That is, the reference checking on (i) key personnel and (ii) the proposing firm will only be conducted as part of the second phase technical evaluation noted below.

The Committee shall conduct its evaluation of the technical merit of the proposals in accordance with the evaluation criteria. Proposals are evaluated to determine which proposal is most advantageous to the University. The process involves applying the evaluation criteria in the RFP. Based on the results of the initial technical evaluation, the University will develop a short list of firms that are deemed most qualified to perform the services required under this Contract who will advance in the procurement.

Those proposers not deemed susceptible of the award and not short listed will be advised and will not progress further in the procurement.

2. Only those proposers shortlisted as a result of the initial technical evaluation will be asked to attend an **Interview Session** at the University. (See Section 00300, Article 3 for further information regarding the Interview Session.)

3. Following the Interview sessions, a **Second Phase Technical Evaluation** will be conducted. The order of importance of the technical criteria will be as noted in Section 00300, Article 2 including the key personnel and firm reference checking.

In the Second Phase Technical Evaluation, all information provided by the Proposer in both the initial technical proposal and the Interview session will be evaluated. A second shortlist will result from this evaluation.

Upon completion of the second phase technical evaluation, proposers will be notified as to the results; that is, whether their firm is included or not on the second shortlist.

4. **Only** those proposers who remain shortlisted based on the Second Phase Technical Evaluation will be asked to submit a **Price Proposal** to the University. (See Section 00300, Article 3 for further information regarding the Price Proposals.)

5. Further information may be requested by the University during the technical evaluation process and a Best & Final Technical phase may be conducted.
B. **PRICE PROPOSAL EVALUATION:**

1. Price Proposals will not be opened publicly.

2. Price Proposals will be evaluated based on the sum total price of CM Programming fee, CM Pre-Construction fee, CM Construction Phase fee, and CM Not-to-exceed Reimbursable costs for on-site staff, non-personnel general conditions and CM-GMP contingency.

3. The University may elect to request Best & Final Price Proposals.

C. **FINAL PROPOSAL RATING:**

1. The final proposal rating will be based on the second phase technical evaluation and the Price Proposal evaluation. Technical merit will have a much greater weight than cost.

2. The University will choose from among the highest rated proposals that proposal which will best serve the interests of the University and the State, in accordance with University procurement policies.

3. As stated in Section 00100 Instructions to Proposers, J. Competitive Negotiation, and Q. Proposal Acceptance, the University reserves the right to make an award with or without negotiations.

END OF SECTION 00300, ARTICLE 4
SECTION 00400

IV. SCOPE OF WORK
SECTION 00400
ARTICLE 1
GENERAL PROVISIONS

IV. SCOPE OF WORK

1.1. Institutional Profile of the University:

Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that along with two regional centers constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore's Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC's students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State's economy and addressing its social concerns. More than 70% of UMBC's 53,600 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In Fall 2017, UMBC had 13,662 enrolled students of which 50% are minority enrollments from nearly all 50 states and more than 80 nations, creating a richly diverse student body.

UMBC continues to be recognized for its academic program, innovation, value and campus environment including the following recent rankings:

- The 2018 U.S. News & World Report guide ranked UMBC: (a) the 7th Most Innovative university in the nation, (b) #13 top national university for Strong Commitment to Undergraduate Teaching, and (c) one of the nation's top universities overall on the Best National Universities' list.

- Princeton Review named UMBC one of the nation's top universities in its 2018 guide and featured UMBC in 2017 as one of the "Colleges that Pay You Back."

- UMBC was designated a "Minority Serving" institution for the U.S. Department of Education in February 2017.

- UMBC was named one of the nation's top academic workplaces for the 8th consecutive year by the Chronicle of Higher Education.

- For the eighth consecutive year, Kiplinger's Personal Finance has named UMBC a Best Value College, featuring UMBC on both its "top 100" public universities list and "top 300" national list. UMBC is one of just three universities in the State of Maryland to be featured for 2017.
- Both Forbes and Money magazines again recognized UMBC as one of the top value universities nationwide, providing one of the best investments that students and their families can make in higher education in 2017. Fiske Guide to Colleges also recognized UMBC for top academics and supportive community in its 2017 guide.

- UMBC is featured among Business First's top 75 public colleges and universities in the US, jumping up 10 spots from the 2016 rankings.

- Times Higher Education ranked UMBC in the top 5% of global universities in the 2016-17 academic year and as one of the world's top young universities for the 5th year.

UMBC's research expenditures totaled $78.5M for fiscal year 2017. UMBC is ranked among the Top 20 U.S. universities in NASA funding and is classified by the Carnegie Foundation as a Doctoral University – Higher Research Activity.

1.2 Project Overview:

A. The Retriever Activities Center (RAC) was built in three phases with the original wing completed in 1972. In spring of 2018, all intercollegiate athletics with the exception of aquatics, physical education and recreational sports activities, and the associated administrative staff, will vacate the RAC and relocate to the newly completed Event Center. The RAC building is approximately 95,200 net assignable square feet and 137,000 gross square feet. Many building systems are obsolete or beyond their service life.

B. The renewal project will correct existing deficiencies and leverage vacated space to enhance student experience and promote health and wellness. (See Section 00600 for further details.)

C. The University is selecting an A/E team to develop a Facility Program which includes sufficient detail to define architectural and engineering services needed to provide detailed guidance in creating the project design within the expected budget parameters. The program shall outline the project requirements for the AE team in the following areas: architecture; interior design and room data sheets; structural, mechanical, electrical, and life safety systems; audio/visual systems; and communications, safety, and security systems.

The program will be based on the building remaining occupied during the alteration work. The design and construction teams will be required to define and provide phasing of work for protection of building occupants to assure continuous operation of functions remaining within the facility.

Through the programming and scope verification efforts, the University's AE Consultant shall provide a facility program that defines requirements for the subsequent design of facility upgrades. Additionally, the Consultant shall evaluate the program for these elements, together with associated cost estimates for each area of work, to tailor the project scope within the University's budget limitations of a Design-to-Dollar (DTD) amount of $18.4M.
a. RAC Renewal goals include:
   (1) Enhance student experience in this building and promote health and wellness.
   (2) Replace failing building systems.
   (3) Improve accessibility.
   (4) Provide code compliant facilities.
   (5) Expand fitness space.
   (6) Relocate University Health Services (UHS), Health Promotions, Retriever Essentials (food pantry), and the Counseling Center into the RAC.

b. Specific project components identified by UMBC include:
   (1) Replace the roof.
   (2) Replace and upgrade mechanical system components.
   (3) Upgrade electrical service.
   (4) Upgrade security/surveillance system.
   (5) Limited interior modifications and finish upgrades to convert athletic areas into suitable spaces to support other campus programs.

D. For more information on the goals and details of the project, refer to the Retriever Activities Center Renewal Project description dated March 1, 2018 which is provided via a link as part of the RFP documents for this CMAR procurement (see Section 00600). After completion of the project program and approval by the University, the University will proceed accordingly with the project design.

1.3 Project Team

Note: For purposes of the project, the term University is defined to mean the University of Maryland, Baltimore (UMB) and the University of Maryland, Baltimore County (UMBC) collectively.

The University, the Architect, the Design Engineers and any other project consultants and the Construction Manager (CM) shall be called the "Project Team". It is our intent that the "Project Team" shall work from the beginning of this project through construction completion and that the AE shall provide leadership to the Project Team during the design phase and the CM shall provide leadership to the Project Team during the construction phase.

The University shall designate a UMB-OFM Project Manager who shall be the University's point of contact during the Design and Construction Phases. This representative shall be the primary channel of communication to the University and shall act as the University's liaison with the Project Team.

The University shall review all Project documents at each design submittal (i.e. Schematic Design, Design Development, etc.); such review, however, will be made to insure that the intent of the Program and the Project Design Standards are maintained and that the
University's comments have been incorporated as requested. The AE is solely responsible for the content, accuracy and coordination of all documents.

The University shall be the principal reviewer and decision-making authority within the Project Team. In the event of any disagreement or dispute between any members of the Project Team regarding the project, the University shall be the final decision making authority.

The University is committed to a "Partnering" approach to the successful design and construction of its projects. The University defines partnering as collaboration among professionals (University, CM, A/E, and Trade Contractors) to maximize the success of a project while understanding and respecting the responsibilities and expertise of each team member. In light of this approach, the University may elect to conduct "Partnering" sessions on this project; a final determination will be made with the awarded AE and CM firms.

1.4 **CMAR Project Delivery Method:** Under the RFP, the University will employ a Construction Management at Risk (CMAR) firm in the management of the design and construction processes inclusive of constructing the project to perform the following (see Article 3 of this Section 00400 for further descriptions):

1.4.1 **CM Services during the Programming Phase** include the following: (1) cost estimating services, (2) a preliminary project schedule with phasing as required due to the occupied setting and (3) project planning services for the sequencing of the work inclusive of any recommended early bid packages

1.4.1 **Pre-Construction CM Services** for the full development of the project to 100% construction documents; and

1.4.2 **Construction CM Services** to construct the project within the established and University approved GMP(s).

1.5 **Purpose and Definition of Construction Management with Guaranteed Maximum Price**

The Construction Management with Guaranteed Maximum Price (CM with GMP) method centers on utilization of a Construction Manager, who is a member of the Project Team with the University, Architect/Engineers and other consultants as the project may require.

During the Programming Phase, the CM will utilize the CM's skills and knowledge of construction to prepare cost estimates, develop preliminary a construction schedule and prepare a preliminary project plan, and advise on other aspects relating to construction that may be relevant to the finalization of the program document. The University will pay the CM a fixed Programming Phase CM fee for this Project; such fee is to include all costs associated with the CM providing the above services during the Programming Phase.

During the Pre-Construction/Design Phase, the CM will utilize the CM's skills and knowledge of construction to develop schedules, prepare construction cost models/estimates, conduct value engineering studies, study labor conditions, identify and address constructability issues, and advise on the sequencing of construction work for the Project. The University will pay the CM the fixed, Pre-Construction Phase CM fee for this Project; such fees are to include all costs associated with the CM providing Pre-Construction Services.
During the Construction Phase, the CM will provide services and manage the project (inclusive of the award and management of all trade contracts) in the areas of change order review, quality assurance/inspections, schedule maintenance, cost control, meetings, shop drawing review, processing/monitoring of RFIs and substitution requests and claims resolution and coordination/communication of the activities of the Team throughout the construction phase.

Please note that the CM cannot bid on any trade package; the CM can only perform work of a temporary nature, such as required by the General Conditions, on the project unless unique/special situations occur whereby the University elects to have the CM perform other work; if such a circumstance occurs a contract amendment to the CM would be issued to define this change and the conditions thereof.

The project will be an "open book" job whereby the University may attend any and all meetings, have access to any and all CM records and documents on the project and whereby any and all cost savings revert to the University. The University will pay the CM for its fixed Construction Phase CM fee as well as approved, applicable reimbursable costs under the General Condition allowance (on site, staff reimbursable personnel and non-personnel items) or CM-GMP Contingency for actual expenditures only without any CM mark-up of any type.

Construction Management Procedures, which are to be established by the CM during the design phase, will allow for the integration of all design and construction phase components of this project. The team approach shall from project inception strive for project delivery that is timely, cost effective and within required quality standards set by the University.

1.6 Relationship of University and Construction Manager

The Construction Manager (CM) accepts a relationship of trust and confidence between himself and the University. The Construction Manager agrees to furnish the CM's best skill and best judgment and to cooperate with the Architects and Design Engineers in furthering the interests of the University and the project. The Construction Manager shall furnish efficient engineering reviews, business administration, field supervision and shall use the CM's best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the University, and in strict conformity with the contract documents, including reasonable implications therein.

1.7 Project Team

The Construction Manager, the University, the Architect, the Design Engineers and any other project consultants shall be called the "Project Team". It is our intent that the "Project Team" shall work from the beginning of this project through construction completion and that the Construction Manager shall provide leadership to the Project Team on all matters relating to the project.

The University is committed to a "Partnering" approach to the successful design and construction of its projects. The University defines partnering as collaboration among professionals (University, A/E, CM and Trade Contractors) to maximize the success of a project while understanding and respecting the responsibilities and expertise of each team member.
1.8 **University of Maryland, Baltimore General Conditions**

All work shall be performed and administered in accordance with the Contract, including but not limited to, the UMB General Conditions, Section 00700. The University intends to create a "General Conditions" allowance based on the CM's quoted not-to-exceed costs for General Condition items (inclusive of on-site, field staff reimbursables) to cover reimbursable costs, which will be associated with construction of this facility. Items that the University will expect to pay from the established allowance are described herein (see #1.9 below as well as "Attachment C"). Allowance expenditures must be approved by University prior to the provision of said services.

The CM will be required to provide a "General Conditions" billing back-up in a University approved format that is derived from the CM's computer based project accounting/tracking system along with the actual documentation/receipts/invoices to verify these costs with each payment application.

1.9 **Construction Management Quoted Fees/Costs:**

1.9.1 **Programming Phase CM fees:** The CM programming phase fee shall be an all-inclusive lump sum fee associated with the provision of the required services described in Section 00400, Article 3, Part "AA".

1.9.2 **Pre-Construction (Design Phase) CM fees:** The CM pre-construction phase fee shall be an all-inclusive lump sum fee associated with the provision of the required services as described in Section 00400, Article 3, Part "A." as well as the University allowances totaling $160,000 for the Project as noted below and on the Price Proposal form.

- **Reproduction Allowance ($25,000):** This allowance is set up for reproduction costs associated with the bidding only of the trade packages by the CM in the GMP preparation process. Any reproduction costs incurred during the Construction Phase are to be handled under the General Conditions allowance (see Attachment C of the RFP).

- **Site Investigation Allowance ($95,000):** This allowance is set up for any unforeseen site investigation work; such work will be approved by the University and performed under the direction of the A/E.

- **Third Party Commissioning Allowance – Design Phase ($40,000):** This allowance is set up for the costs associated with the services of the Building Commissioning Agent during the design phase. This agent is to be procured by the Construction Manager with participation of the University. The AE will identify building systems to be commissioned with the final decision by the University in consultation with the AE and CM teams.
*Note: Since these allowances are set up by the University, it will be the University's responsibility to replenish these if necessary; please note, however, that no costs are to be expended from these allowances without the prior written approval of the University as confirmed on the University's Pre-construction Allowance form (which will be provided to the awarded firm); if the CM expends such monies without the University's approval, the CM does so at the CM's own risk. Any unused funds remaining in these allowances at the conclusion of the bidding phase will revert to the University for its use.

1.9.3 **Construction Phase CM Costs** are as follows and are included in the GMP:

A. **CM Construction Phase Fee:** The CM Construction Phase Fee shall be an all-inclusive lump sum management fee which will include all CM home office costs inclusive of officers and home office and local office support staff not noted in #1.9.3 B below as well as any legal costs, all CM overhead costs and profit.

The only CM costs which are not to be included in the CM Construction Phase Fee are (i) trade contracts, (ii) on site field staff [as described below in #1.8.2 B], (iii) General Conditions costs [as noted below in #1.9.3 B as well as in Attachment C], and (iv) CM-GMP contingency.

**Please note:** Based on the contract amendment with the CM for the construction phase, there will not be any adjustment made to the CM fee on this project no matter the project scope changes unless the University, in its sole discretion, finds that the magnitude or nature of the scope change warrants a consideration of an adjustment to the CM Construction Phase Fee; if this occurs the associated/additional CM's Construction fee will be negotiated and will not exceed the same percentage fee as quoted for the construction work.

B. **General Conditions:** An allowance for General Conditions will be established by the CM (and approved by the University in its review and approval of each GMP) in each GMP for General Conditions items per this section and Attachment C of this Scope of Work per the CM firm's price proposal to the University. The CM will be reimbursed for actual costs only as no mark-up is allowed by the CM. Expenditures from this allowance are subject to the approval of the University, which shall not be unreasonably withheld.

Costs for on-site field staff will be paid on a reimbursable basis based on the quoted, hourly billing rates which are to include all costs as noted below through this General Conditions allowance**. Field personnel costs shall be billed at Direct Personnel Expenses [raw employee costs (direct salary) plus actual burden costs which are limited to bonus, FICA, SUTA, FUTA, 401K, vacation leave, sick leave, holidays, jury duty leave and bereavement leave and any automobile expenses/allowances inclusive of the Field Superintendent's truck that is used on the project site during the work day] with no employee overhead mark-up. The on-site field staff are limited to the following positions: (i) Full time staff which include Project Manager***, Project Engineers, and Superintendent; (ii) Part time staff which is limited to a Field Secretary/Clerk, Clerk/Document Control Person and Field Accountant, BIM Manager, Close-Out Engineer****, Test Engineer ***** and, (iii) the positions of Assistant Project Manager, Assistant Superintendent, Foreman, Quality Control Manager and Safety Manager****** which may be full or part time positions as determined by the CM. All other CM positions not included above MUST be included in the CM Construction Phase fee (#1.9.3 A. above).
The field support staff necessary to perform General Conditions work (e.g. laborers, craftsmen, etc.) shall be quoted as an allowance in the Non-Personnel General Conditions costs with the hourly rate in accordance with the prevailing wage rates.

Non-personnel General Conditions costs are to be competitively bid by the CM, as determined by the CM and the University, to ensure reasonable pricing. The awarded CM will review the list of such items with the University’s Project Manager to determine which items are to be bid; the list is to document this and be signed off by the CM’s Project Manager and the University’s Project Manager to confirm the mutually agreed conclusions. This documentation is to be retained by the CMAR.

**Please note:** As part of the Price Proposal, the Proposers will be quoting General Conditions costs (both on-site Staff Reimbursable costs and non-personnel general conditions items); the price evaluations will include these quoted amounts (see Section 00300, Article 4 for details). By submitting its price proposal, a Proposer is committing that the costs associated with these General Conditions items will be carried in the GMP in the amount quoted in the Price Proposal, unless there have been subsequent negotiations following the Programming Phase with the University.

***Note:** The Project Manager is to be a salaried position; that is the University will reimburse a maximum of forty (40) hours per week for these positions; therefore, the quoted billing rate should be based on this maximum number of hours allowed per week. ****Note:** The Close-Out Engineer cannot be handled by a person who is involved in the construction portion of the contract and this position is to commence at least four (4) months prior to the substantial completion date. ******Note:** In the case of the Test Engineer, it is acceptable to the University that this role can be handled by other positions within the CM team except the Project Manager and Field Superintendent if a Proposer elects to do so; that is, the role of the Test Engineer cannot be performed by the Project Manager, or Field Superintendent but can be performed by any of the other CM positions. Should this be the case, the Proposer is to note this on the Price Proposal form in the space provided for the hourly billing rates for this position.

*****Note:** The Quality Control Manager is an on-site staff reimbursable position with the following duties: (1) Manage the Quality Control (QC) Plan as specified, (2) conduct QC meetings for each definable feature of work, (3) ensure that the process for quality control is occurring, including testing, inspections, mock-ups and the identification and correction of deficiencies, (4) Manage the process for identifying and documenting deficiencies on a QC log, and facilitate the process for correction and documentation that the corrections have been property completed, and (5) ensure the overall compliance of the work with the contract documents. The QC Manager shall have not less than 5-years combined experience as superintendent, project manager, or approved comparable position managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project. Individual shall have experience in areas of hazard identification and safety compliance. The QC manager shall not have any other project responsibilities.

General Conditions’ costs (both on-site staff and non-personnel items) related to any change orders/amendments to the CM contract will be reviewed on an individual, change order basis. A determination will be made in the University’s sole discretion as to the need for requested General Conditions increases related to the change order. Therefore, the CM is not to expect that any change order will allow for an increase in General Conditions costs.

RFP #BC-21101-C SCOPE OF WORK 00400/8
General Conditions Allowances ($510K): These allowances are as follows and are included in the Project Construction Costs of Eighteen Million Four Hundred Thousand Dollars ($18,400,000) for the project:

- A third party testing and inspection per the project specifications allowance is established in the amount of $250,000;

- An exact built documents allowance is established in the amount of $60,000; and

- A Building Commissioning Agent – Construction Phase allowance is established in the amount of $200,000 but included under the On Site Staff Reimbursables on the Price Proposal form.

Note: Since these allowances are established by the University, it is the University's responsibility to replenish these allowances, if needed. Please note, however, that no costs are to be expended from these allowances without the prior written approval of the University as confirmed by completion of the University's Construction Allowance Use Request form (which will be provided to the awarded firm); if the CM expends such monies without the University's approval, he does so at his own risk. Any unused funds remaining in these allowances at the conclusion of the construction phase will revert to the University for its use.

C. CM-GMP Contingency: To be used by the CM in accordance with 00400, Item 3A.10.2.

Please note: There will not be any adjustment made to the CM contingency on this project no matter the project scope changes unless the University, in its sole discretion, finds that the magnitude or nature of the scope change warrants a consideration of additional CM contingency; if this occurs the associated/additional CM contingency will be negotiated and will not exceed the same percentage fee as quoted for the construction work.

1.9.4 Payments of the CM Fee, General Conditions' reimbursable costs, and CM Contingency due the CM will be authorized/ distributed pursuant to Article 2 of this Scope of Work and to the Standard Conditions (Section 00700), as amended.

END OF SECTION 00400, ARTICLE 1, GENERAL PROVISIONS
SECTION 00400

ARTICLE 2
UNIVERSITY'S ROLE

2.1. Information Requirements

The University shall provide and furnish information regarding its requirements for the Project as applicable and as needed during all phases of the project.

2.2. Design Services

An Architect/Engineer (A/E) will be retained by the University for programming and design services, and the preparation of design documents for the project.

2.3. Designated Representative

The University shall designate a University Project Manager ("Project Manager") who shall be the University contact point during Programming, Pre-Construction, and Construction Phases. This representative shall be the primary channel of communication to the University and shall act as the University's liaison with the CM.

2.4. Decision Making Authority

The University shall be the principal reviewer and decision-making authority within the Project Team. In the event of any disagreement or dispute between any members of the Project Team regarding the project, the University shall be the final decision making authority.

2.5. Payments to Construction Manager

2.5.1. Programming CM Services:

a. Payments shall be made on the evaluation of work accomplishment.

b. Such payment requests are to be submitted on University approved forms.

c. Application for payment shall be submitted on or about the 25th day of each month, but not less than thirty (30) days after commencement of services.

d. The CM will be paid for 100% of the approved monthly Construction Manager's fee earned.

2.5.2. Pre-Construction CM Services:

a. Payments shall be made on the evaluation of work accomplishment.

b. Such payment requests are to be submitted on University approved forms.

c. Application for payment shall be submitted on or about the 25th day of each
month, but not less than thirty (30) days after commencement of services.

d. The CM will be paid for 100% of the approved monthly Construction Manager's fee earned.

2.5.3. Construction Phase CM Services

a. Payments of the Construction CM Fee shall be made on the evaluation of work accomplishment. The Construction Manager will be paid for 100% of the approved monthly, Construction Manager's fee earned.

b. Application for payment shall be submitted on/or about the 25th day of each month, but not less than (30) days after commencement of service.

c. Trade-Contracts, Equipment Rentals, and Material Payment

(1) No markup for overhead or profit will be charged by the Construction Manager for Trade or Sub-Contracts, Equipment purchases and Material Payments.

(2) Progress payments to trade or subcontractors shall be administered in accordance with the Standard Conditions; that is, 95% of the Subcontract, Equipment Rentals and Material Payment invoices will be paid with 5% being withheld to assure faithful performance of the contract. (See UMB General Terms and Conditions, Section 00700 regarding retainage.)

d. Reimbursables under General Conditions Allowance; and,

e. Use of CM Contingency in accordance with 00400, 3A.10.

Allowance expenditures shall be approved by the University prior to the provision of said services.

Application for payment shall be submitted on/or about the 25th day of each month, but not less than (30) days after commencement of service.

Payment of approved reimbursable items will be made on a monthly basis with no retainage applicable.

2.6. Payment of University Obligations

Payments to the Construction Manager pursuant to this Contract shall be made no later than thirty (30) days after the University's receipt of a proper invoice from the Construction Manager. Charges for the payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article of the Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable are prohibited.

END OF SECTION 00400, ARTICLE 2, UNIVERSITY'S ROLE
SECTION 00400
ARTICLE 3
CONSTRUCTION MANAGER'S OBLIGATIONS

The Construction Manager's services shall consist of the three (3) main parts described as follows:

Part AA: To provide requested CM services during the Programming Phase of the project as described below.

Part A: To provide Pre-construction CM services on the University project as described below and to provide a Guaranteed Maximum Price (GMP) for the construction of the project within the Project Construction Costs of $18.4M for the University's review and action.

Part B: To provide Construction Phase CM services as required to complete the construction of the University project within the established and approved GMP (or cumulative total of all GMPs) and the eighteen (18) month construction schedule for the Project.

Part AA: Programming Services

3.AA.1 The Construction Manager shall attend meetings with the University, Architect, Design Engineers and other design team members during the last 2 months of the programming phase to review understand the current project scope, review applicable information to date and provide recommendations on construction feasibility and constructability.

3.AA.2 Prepare a cost estimate based on the final program.

3.AA.3 Develop the preliminary 18-month construction schedule inclusive of any recommendations to improve upon this timeframe.

3.AA.4 Prepare a preliminary project plan to identify the sequencing of the work based on the occupancy in the building.

Part A: Pre-construction Services

3A.1 Project Review

3A.1.1 Given the CM's participation during the Programming Phase of the project, the CM's staff members are expected to be fully familiar with the Program documents.

3A.1.2 The CM shall become an integral part of the Project Team that will coordinate the development and progress of the design and construction processes.

3A.1.3 The CM shall develop project procedures, in cooperation with the University, that will be used as a guide for the management and coordination of this project throughout the life of the project.
3A.1.4 Design meetings will be held at a maximum of every two (2) weeks. These meetings are to be attended by the CM's Project Manager and periodically by the CM Project Executive and Project Manager to insure that the prime contact person (Project Manager) and a back-up person are up-to-date at all times. In addition, the CM is expected to have its Field Superintendent and Estimator(s) in attendance at select meetings based on the agenda items.

3A.1.5 There will be other special work sessions related to specific issues that are identified during the design phase, meetings with the Fire Marshall, Design Submittal Review meetings, and internal work sessions with the AE to which the CM's Project Manager is expected to be in attendance. The intensity of such meetings will be higher in the earlier phases of the design. All proposers are to anticipate meetings every ten (10) days during the design phase.

3A.1.6 The Construction Manager's personnel are expected to review and be well versed in University's Design Standards, as applicable; particularly, the CM Project Manager and Estimators.

3A.1.7 The CM will use the University's project management software and website for implementation of the project including, but not limited to, RFI and submittal tracking, document distribution, financial tracking, pay applications, Potential change orders and change order request, schedule, meeting records and inspection and testing log repository."

Note: The CM is to have representatives at every meeting, presentation, etc. during the design phase; it is the University's expectation that these representatives are to include the CM Project Manager, at a minimum; however, the University also expects the Chief Estimator, BIM Manager and Field Superintendent to periodically attend these meetings inclusive of those meetings in which the agenda topics warrant such attendance.

3A.2 Consultation During Project Development

3A.2.1 Construction Manager shall attend regularly scheduled meetings with the Architect and Design Engineer during the development of the design to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment. The CM shall provide recommendations on construction feasibility.

3A.2.2 CM Project Manager and, as appropriate, the CM Project Executive, Project Manager, Estimators and Field Superintendent to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment. The CM shall provide recommendations on construction feasibility.
3A.3 **Value Engineering (VE)**

3A.3.1 The Construction Manager shall, after a complete review of the Project Program and understanding of the intent of the University and the A/E, provide value engineering services and offer cost savings suggestions and best value recommendations to the University. All recommendations must be fully reviewed with the University and approved prior to implementation. The University views value engineering as an ongoing process. The CM is expected, therefore, to be pro-active and participate on an ongoing basis relative to VE ideas.

3A.3.2 Value engineering efforts shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value engineering studies shall include Life cycle cost analysis as may be required to achieve an appropriate balance between costs, aesthetics and function.

3A.3.3 Value engineering efforts shall also take into consideration applicable constructability issues.

3A.3.4 The CM shall notify, in writing, the University upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.

3A.3.5 All value engineering studies must be provided on a timely basis within the design schedule.

3A.3.6 Value engineering studies shall be continuous as the design is being developed.

3A.3.7 There shall be a major value engineering study at 100% design development (utilizing the design development documents) which shall include, but not be limited to, the items noted below, conducted and/or provided by the CM firm. Although the major VE session is expected at 100% DD, it is not intended to be the only VE discussion; rather it is anticipated that most of the potential VE savings be identified prior to 100% DD documents.

a. Develop value engineering concepts for consideration at the session noted in (b) below (it is anticipated that the A/E will be concurrently conducting a similar activity);

b. Brainstorming sessions with design team;

c. Written cost studies shall be produced and submitted to the University within one (1) week of the final brainstorming session and shall include the original cost of the VE item based on the original design and the cost of the VE item to identify the cost savings or add for each item;

d. Formal presentation of the study to be conducted by the CM firm with the Project Team at which time the University will make its VE decisions; it is anticipated that this presentation will be a 1-day effort; and,
3A.3.8 The CM shall also conduct value engineering studies during the remainder of the Design Development Phase and the Construction Document Phase to evaluate specific items as requested by the University.

3A.3.9 The CM takes the lead on this VE effort inclusive of compiling all VE ideas from all Project Team members (AE, CM and University), determining the applicable dollar value of each and conducting the VE session with the Project Team at which time the team makes its recommendations to the University. When the CM documents the VE ideas, the CM is to show how the dollar values were derived for each VE item; that is, documentation of the detailed cost of the work as originally designed per the current estimate and the detailed estimate of the VE item to determine what cost savings, if any, is projected. (See Attachment G for a sample of the cost information to be provided by the CM for each VE idea).

3A.3.10 The Construction Manager is to review the University’s standard VE format with the AE and University at the onset of design.

The Construction Manager is to anticipate the need for VE as part of the design schedule; that is, at the commencement of each phase and the determination of the due dates for the design submittal and associated cost estimate and reconciliation, the schedule is to include VE meetings as follows:

- VE meeting of the Project Team to generate and document ideas (allowing sufficient time, at least 1 week, between the cost estimate reconciliation and this meeting for parties to develop ideas).

  The CM is responsible for establishing dollar amounts for each VE idea with back-up provided to substantiate how the VE savings was determined.

- VE meeting to review the VE log and determine the Project Team’s recommendations (accepted, pending-1, pending-2, reject). Note: The total possible dollar savings of VE items must exceed the total amount of the project deficit as not all VE ideas will be acceptable to the University.

- Final VE meeting at which time decisions are made with the AE, CM, and University representatives with the University as the final decision-maker.

- The agenda for VE sessions is to be prepared by the CM. Since the Architect is present for all VE, this agenda usually covers mechanical and electrical disciplines first so that the engineers can leave after this discussion and the session can continue.

Note: As noted above, value engineering relates to the achievement of an appropriate balance between costs, aesthetics and function. Based on this, value engineering should be conducted at each design submittal regardless of whether the project costs are within the designated “Project
Construction Costs"; that is, the Project Team needs to confirm that the University is getting the best "value."

3A.4 Schedule

3A.4.1 The CM shall utilize and maintain a University approved computer based software scheduling system, which will allow the CM to provide appropriately detailed design and construction phase CPM schedules. The CM may also be asked to develop schedules related to construction sequencing options.

3A.4.2 Scheduling software shall allow for integration of all aspects of the design/construction processes and provide for coordination of all work to be performed. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, Pert charts and Gantt chart format reports.

3A.4.3 The project schedule shall be sufficiently detailed to allow for a realistic projection of design and construction activity sequences and durations. Updated schedules will be required with each major design document submission and with major value engineering decisions; these schedules are due to the University no later than five (5) business days from each design submission or value engineering decision.

3A.4.4 The CM shall within fifteen (15) days of selection and written notice to proceed, provide the University with the format for the CPM schedule for the design and construction phases of the project. This schedule will be reviewed for compliance with overall project completion requirements relative to the University's occupancy needs.

3A.4.5 This CPM schedule shall include a projection of all design and construction phase activities to include CM staff loading throughout the design/construction phases of the project. It is intended that this CPM schedule will be utilized throughout the design and construction of this project.

3A.4.6 The CM is to establish a detailed, CPM schedule for use during the pre-construction/design phase with the concurrence of the University and the A/E. The CM is responsible to monitor this schedule during the pre-construction/design phase, insure that this schedule is maintained and advise the University of any deficiencies in adhering to this schedule by any party.

3A.5 Constructability Review:

3A.5.1 The CM is expected to view the design from the constructability perspective throughout the design phases inclusive of construction phasing and/or sequencing options, if any.

CM is to review the design throughout the pre-construction/design phase as to constructability issues. On each issue, the CM is to do the following on a timely basis within the design schedule: (1) Description of constructability issue with background information; (2) in-depth study/research; and, (3) written report inclusive of CM's recommendation for addressing and justification therein.
3A5.2 Such reviews/studies are also to be conducted as requested by the University and with each design submittal (e.g. 100% SD, 100% DD, etc.) along with a back-check at 100% CD documents.

3A.6 Construction Cost Model/Estimates

3A.6.1 Cost Model: The CM shall lead the Project Team in collaboratively creating a cost model for the project based on the Project Construction Costs within thirty (30) days of the issuance of the Pre-construction Notice to Proceed.

This model is to identify the cost for each of the areas of work based on the Building Component form (see Attachment B-2) and the appropriate measurement (i.e. cubic yards, square footage, etc.).

As part of this cost model, the Project Team will also determine the following:

- Escalation: Percentage to be carried for escalation (with consideration to the escalation rate used by the Maryland Department of Budget & Management); and,

- Design/detail contingency: Percentage to be carried for design details that are not yet documented and are difficult to anticipate. The percentage of the design/detail contingency is lowered as the design progresses. The University usually finds that 10% is carried at 100% SD, 8% at 100% DD and 5% at 50% CD. These percentages are usually carried unless the status of the project design warrants a different percentage based on discussions by the Project Team and the final determination by the University.

Note: The escalation and design/detail contingency determined as part of this cost model effort will be used by both the AE and CM in its subsequent cost estimates.

This cost model will provide the base from which the subsequent cost estimates can be evaluated to identify areas of cost concerns.
3A.6.2 Cost Estimates:

A. The CM shall develop a project cost estimate (independent from the A/E), which will require updating at multiple intervals during design phase for the project. The cost estimate format must be coordinated between the CM and the A/E to insure compatibility and approved by the University within thirty (30) days after the CM's Pre-Construction Notice to Proceed is issued.

   The CM quoted costs (i.e., fee, reimbursables, and contingency) are fixed and, therefore, should be carried on both the AE and CM cost estimates "below the line" meaning that these costs are NOT subject to escalation or design/detail contingency.

   The CM is required to reconcile its estimate with the AE's estimate at 100% Concept Design, 100% SD and 100% DD and subsequently with the University. The CM is also required to meet with the AE and University to review the 50% and 100% CD estimates. Therefore, the cost estimate format must be finalized between the AE estimating firm and the CM and approved by the University's Project Manager within three (3) weeks of the Notice to Proceed.

B. The CM's estimate will require updating as described herein. Due to the changing economic climate, all cost estimates are to be construction based not data based; that is, the CM is to develop its estimates with its in-house capabilities and test its estimates from pricing of trade work directly from the market place rather than based on data retained in the CM's files.

   1. The initial, full scale cost estimate is to be provided within ten (10) working days after submission of the 100% Concept Design Documents for approval.

   2. A full scale cost estimate is to be provided within ten (10) working days after the submission of the 100% Schematic Design Documents for approval.

   3. A full scale cost estimate is to be provided within ten (10) working days after the 100% submission of the Design Development Documents for approval.

   4. A full scale cost estimate is to be provided within ten (10) working days after the 50% submission of the Construction Document documents for approval.

   5. A full scale cost estimate is to be provided within five (5) working days after the 100% submission of the Construction Document documents for approval and used by the CM during the scope review meeting with bidders to check quantities and other information.

C. Each cost estimate must contain a statement of the total amount determined under that construction cost estimate to be the total hard construction costs for the Facility in accordance with the Program (*Probable Construction Costs).

D. In the event that the Probable Construction Costs exceed the Project Construction Costs the University reserves the right to direct the CM to (and the CM shall) work in conjunction with the Architect/Engineer to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Costs without additional compensation to the CM.
If the Probable Construction Costs (as submitted at 50% Construction Documents) exceeds the funds appropriated by the Legislature or allocated by the University or the University System of Maryland for construction of the Facility, the University reserves the right to direct the CM to (and the CM shall):

1. After consultation with the University, shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the necessary reduction in cost and shall repeat as necessary.

2. Develop and provide to the University a Probable Construction Costs in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.

3. Analyze the Architect/Engineer originally submitted and as altered and redrafted construction documents and make recommendations to the University as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed said appropriations.

Notwithstanding anything in the RFP to the contrary, the CM shall perform the work set forth in this Section 00400 3A.6.2 without additional compensation.

E. The Construction Manager's detailed cost estimates as required and Probable Construction Costs will be reviewed by the Architect and the University for reasonableness and compatibility with the Project Construction Costs. Meetings and negotiations between University, Architect and the Construction Manager will be held to resolve questions and differences that may occur within the Project Construction Costs and the Construction Manager's cost estimate. If indicated by the Project Construction Costs limitations or other circumstances, the Construction Manager shall work with the University and Architect to reach a mutually acceptable Probable Construction Cost.

F. The CM is also required to provide cost estimates on an ad hoc basis in the early design phases to respond to reviews of different design options as well as cost comparison of different systems (such as the structural system).

G. Notes on the Cost Estimate:

- The Table of contents for the cost estimate should include the following:

  - Summary sheet of the (1) total costs per trade with the cost per gross square foot indicated for each trade, (2) escalation, (3) design/detail contingency and (4) CM total costs. Note: If there is a hazardous material abatement allowance, it is not included in the cost estimate as it is not part of the designated Project Construction Costs.

  - Assumptions made in the cost estimate.

  - Detailed back-up information for each trade inclusive of material and labor take offs.
- **Cost Estimate Reconciliation**: Prior to each cost estimate, the following factors must be determined:

  - Once the due date for a cost estimate is established, the Construction Manager is to work with the University’s Project Manager to schedule the Cost Estimate Reconciliation meeting and confirm in writing with all parties (AE, CM, University including the design review team). This meeting is usually scheduled 2-3 days after the due date for the cost estimate.

  - As with VE, the agenda for this cost estimate reconciliation meeting needs to be established with usually engineers first (mechanical, electrical, structural and civil) as the architect, CM and University Project Manager will be attending the entire meeting.

- **Cost Estimate/Cost Model**: The cost estimate is to include a summary in the same format as the Cost Model for comparison purposes; this format is the Building Component format provided in Attachment B-2.

### 3A.7 Coordination of Contract Documents

#### 3A.7.1 A/E Team’s Responsibilities for Coordination During Design and Construction

The Architect is ultimately responsible for design and coordinating the documents of all the Architect’s consultants is a “critical task”. The point of interface between two or more disciplines is the source of many errors and omissions. The Architect should develop a careful systematic approach in order to ensure a “fully coordinated set of construction documents”. The Architect needs to review the documents to make certain that all items shown on the drawings are specified and that the engineering systems will fit in the physical areas designed for them. Details, schedules elevations and sections must agree with each other.

Consolidating the drawings from the other disciplines must happen with enough time left for coordination review.

During the construction phase, the Architect review shop drawings/submittals to ensure they are in conformance with the design concept of the project and with information provided in the Contract Documents.

The Architect has no legal or contractual obligation to coordinate between shop drawings or to alert the Construction Manager of any incompatibility between different submittals; rather, the Construction Manager has this responsibility.
Construction Manager’s Responsibility for Coordination During Design and Construction:

During the design phase, the CM shall review the design documents which each design submittal and provide any comments on any items on the documents on which the CM has coordination questions/comments. The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules.

The Construction Manager shall notify the Architect and the University in writing upon observing any features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. Such ambiguous, confusing, conflicting, or erroneous features discovered in the plans or specifications by the CM during the review process shall be understood to be corrected and any associated costs shall be included in the CM’s Guaranteed Maximum Price (GMP).

The University expects the Construction Manager to submit written comments at each design submittal (as the University does).

During the construction phase, the CM’s responsibilities for coordination relate primarily to product data submittals/shop drawings and the coordination drawings/BIM as noted below in 3A.7.3. The purpose of shop drawing review by the Construction Manager is to coordinate the trades and verify that the project can be built as designed. The Construction Manager is responsible for the means and methods, sequence and procedures of construction and verification of field dimensions. The Construction Manager is responsible for safety. The Construction Manager’s review of shop drawings requires the Construction Manager to check the detailed dimensions of the submittal against other shop drawings/submittals and plans covering the same physical scope encompassed by the submittal. In this way the Construction Manager coordinates the various parts of the puzzle and can require any corrective action before the brick and mortar go up. It is the builder’s responsibility to ensure that the process of construction is feasible and safe.

The Construction Manager must review and stamp each shop drawing to show that the CM has reviewed the shop drawing/submittal in compliance with the CM’s responsibilities under the Contract Documents. These responsibilities include safety, installation requirements and a review and comparison and coordination with other shop drawings (presumably those which impact on the areas of the work encompassed by the shop drawing under consideration). By approving and submitting shop drawings, submittals and samples, the CM represents that he has verified all “field construction criteria”.
Coordination Drawings/Building Information Modeling (BIM):

The coordinated set of design drawings is in many ways diagrammatic. Coordination Drawings are composite drawings produced by the Construction Manager, of equipment and systems furnished usually (but not necessarily) by different trades, such as mechanical, electrical and lighting, plumbing, fire-protection, conveyors, pneumatic tubes, acoustical ceilings, millwork and the like, intended to be installed in tight spaces such as ceilings, shafts, etc. They flesh out the design by showing all the components designed and specified by the Architect and proposed by the Construction Manager, arranged together in such a manner as to accommodate the sequence they will be installed in, the means, methods, techniques and procedures, with due consideration given to issues of safety, field dimensions and other field criteria.

Coordination Drawings are a requirement of the Contract Documents; their purpose being to demonstrate that the Construction Manager has in fact coordinated the trades; that the Construction Manager has verified all field construction criteria including dimensions, verified the installation sequence, means, methods, techniques, ascertained safety and that in light of all of this, the project can be built as designed.

In addition, they help resolve the issues unveiled by detailed Subcontractor participation, or created by acceptance of alternative equipment units. The alternative equipment may have different spatial and service access requirements. Submittal of packaged manufacturer's lines represented by suppliers is commonplace and creates the market logic for some of these substitutions.

Coordination Drawings are not a design tool for the Architect to use in completing the design. The AE shall provide the CM and its trade contractors with the design BIM to use as a base for the Coordination Drawings and construction model. The CM and its trade contractor shall sign disclaimers if requested by the AE.

After the coordination drawing process is delineated in the project schedule, a "preconstruction meeting" shall be held by the CM and include the Owner, Design Engineers and the subcontractors involved.

At this meeting, the CM shall do the following: (1) Reiterate the purpose of the coordination effort, (2) describe the responsibility of each of the parties, and (3) define the design professionals' role in assisting with coordination effort. A description of the end product should be put together, possibly a sample from another project. If the CM is not assuming the modeling responsibility, it may be delegated to one of the trades. Alternatively it could be a distributed responsibility, in which case the CM should identify the roles, responsibilities and protocols of modeling. The liability of a trade not adequately participating in the process must be identified and stated by the CM.

The CM's coordination drawings are reviewed by the Architect for conformance with the design intent and acknowledgement of changes thereto.

Designers shall attend coordination meetings, when requested by the CM, to help resolve specific problems that surface, usually in the form of spatial conflicts.
Resolution of problems should be a team effort.

The Architect and Engineers participate in order to ensure the outcome complies with the design intent.

RFI's arising from coordination meetings should only deal with information missing from the Contract Documents necessary to complete the coordination process.

The construction model shall also be used for quantity take-off in estimating and phasing/scheduling. The CM shall be responsible for managing the input of all submittal, operations and maintenance and commissioning information by the CM, trade contractors, and/or commissioning agent into either the design or construction as-built model as determined by the BIM Execution Plan.

3A.8  
**GMP Submittals:**

3A.8.1  
**Construction Guaranteed Maximum Price (GMP)**

A.  
At the point of 100% completion of the Construction Documents for the project, the CM will develop and provide to the University a GMP(s) that will include all construction costs, and all other projected costs inclusive of the CM's quoted Construction Phase fee, General Conditions allowance, and CM Contingency but excluding the University/Owner's Construction Contingency. The GMP shall display each proposed trade contract amount; the CM's fixed fee; and all project related costs, i.e. bonds, personnel payroll benefits, etc. Note: The billing rates for the on-site personnel noted in #1.8.2 B. shall be as quoted by CM in his Price Proposal or less.

The GMP (or cumulative total of multiple GMPs if applicable) must not exceed the Project Construction Budget/Project Construction Costs identified for the project.

The Construction Manager is to provide the GMP to the University within 6-8 weeks of issuance of the 100% Construction Documents.

B.  
The Construction Manager will utilize the 100% Construction documents* as prepared by the Architect and Engineers to invite and receive competitive bids on all trade packages and materials as a basis for each GMP submission. The Construction Manager will develop scopes of work based on the 100% Construction Documents; in addition, each scope of work shall include but not be limited to, anticipated working hours to address the University's concerns with noise and vibration, coordination between or among trades, outages, temporary facilities, (if required), temporary heat and electric (if required), hoisting, etc. and identification of work to be performed that is not specifically noted in the primary specifications sections for the specific trade.

*Please note: See notes above in 3A.7.3 regarding coordinated drawings and BIM.

**Please note:** If applicable to the University’s project, the CM is responsible for competitively bidding any necessary hazardous material abatement trade work (abatement contractors and industrial hygiene monitoring services) in accordance with the RFP and will be responsible for managing the resulting contracts inclusive of payment; however, the University will hold these contracts directly.
C. The Construction Manager is to conduct a qualification process of all Trade Contractors to insure that all bidding have the necessary expertise and resources.

D. The CM shall submit the list of prequalified trade bidders to the University and A/E for an informal review.

E. The Construction Manager is to conduct the following for all Trade Contracts: Pre-Bid meetings, Bid Opening sessions and Post-Bid meetings, and the University is to be in attendance for all of these. The University reserves the right, in an advisory capacity, to raise questions to the CM at any of these meetings. It is anticipated that a Pre-Bid meeting will be held for each trade package unless otherwise agreed to by the University’s Procurement Department. For scope review meetings, the AE is to have the appropriate design team member in attendance for the major trades (i.e., mechanical, electrical, fire protection, structural, site work/civil, finishes, etc.).

F. The Construction Manager receives all bids with a preference that bids are received from trade contractors by the CM electronically, as confirmed with the University.

G. The CM may reject all bids and repeat the bidding for the Trade work or re-package the Trade work activity. If the University rejects a Trade Contractor recommended by the Construction Manager in accordance with UMB’s General Conditions (Section 00700), the Construction Manager shall recommend an acceptable substitute at no additional cost to the University.

H. In the event that the total projected hard construction costs for a phase exceed the Project Construction Costs, the University reserves the right to direct the CM to (and the CM shall) work in conjunction with the Architect/Engineer to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Costs.

    If the GMP (as originally submitted or adjusted) for the Project exceeds the funds appropriated by the Legislature or allocated by the University of Maryland, Baltimore County or the University of Maryland System for construction of the project, the University reserves the right to direct the CM to (and the CM shall):

    a. After consultation with the University, shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the necessary reduction in cost and shall repeat as necessary.

    b. Develop and provide to the University a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.

    c. Analyze the Architect/Engineer originally submitted and as altered and redrafted construction documents and make recommendations to the University as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed said appropriations.

Notwithstanding anything in the RFP to the contrary, the CM shall perform the work set forth in this Section 00400 without additional compensation.
It is understood that the University has the right to reject any GMP as originally submitted or adjusted and that the Contract consequently will terminate according to its terms and that the Board of Public Works has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP, in which event the Contract will terminate according to its terms.

I. The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the University for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between University, Architect and the Construction Manager will be held to resolve questions and differences that may occur within the Project Construction Budget and the Construction Manager's construction cost estimate and corresponding GMP. If indicated by the Project Construction Budget limitations or other circumstances, the Construction Manager shall work with the University and Architect to reach a mutually acceptable GMP (at which time the Construction Manager is required to provide a bid bond per Section 00100 of this RFP).

II. Upon acceptance by the University and approval by the Board of Public Works (BPW), if applicable, of any amendment to the Contract to reflect any GMP, the Construction Manager's GMP as approved shall become a part of the University-Construction Manager Contract. The Construction Manager shall provide the University with a Standard Performance and Standard Labor and Material Payment Bond for 100% of each GMP as set forth in the Standard Conditions.

3A.8.2 FFE Guaranteed Maximum Price (GMP) Submittals:

A. The AE will be responsible for designing or specifying all furniture, fixtures, and equipment (FFE). The Interior Designer on the AE team will lead and finalize the list and the design documents for the all FFE regardless of the fund source inclusive of samples, product information, drawings, specifications, and cost estimates. Responsibilities will include, but are not limited to, interior fit out selections and coordination with building design and finishes; selection and specifications of moveable furniture (with coordination and interaction with Maryland Correctional Enterprises, as applicable); selections of window treatment and other FFE to meet the requirements of the project facility program. Service phases include design, specifications, bidding support, and delivery/installation contract administration inclusive of product verification and punch list administration. The FFE procurements will be conducted through a combination of MCE, UMBC Procurement and the CM contract.

B. The CM will have procurement responsibilities associated with some of the FFE items (and during construction will have responsibilities for expediting, receiving, and installing FFE items, see Part B, #3B.11 for more details on this).

The CM will be responsible for procurement of the following FFE items using the 100% construction documents issues by the AE: AV and Multi-media equipment.

C. The CM will submit a separate GMP (or multiple GMPs) for these FFE items or include them in the GMP(s) submitted under 3A.8.1 above.
3A.9 **GMP Savings**: All savings under the GMP revert to the University. Such savings are based on the total for the GMP not on a line-by-line basis.

3A.10 **Contingencies:**

3A.10.1 **University/Owner's Contingency**: A University/Owner's Construction Contingency will be established. Expenditures against this contingency will be available to cover all costs resulting from the following with the University's written approval via a contract amendment issued by University's Procurement Office/Department.

- Changes in scope initiated by the Owner's designated representative; and,

- Unforeseen field conditions.

3A.10.2 **CM-GMP Contingency**: The GMP shall include a CM controlled construction contingency (CM-GMP Contingency) in an amount approved by the University, to protect the Construction Manager against the risks assumed in providing the GMP for the Project. The University and the CM acknowledge that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) costs of corrective work that the University agrees is not the responsibility of the trade contractor or is associated with a contract default by a trade contractor, and (4) expediting/accelerating of the work to meet scheduled completion dates (if required).

The CM-GMP Contingency is not allocated to any particular item of the Cost of the Work, and is established for the CM's use as may be required for increases in costs incurred in the Work from unforeseeable causes or details not capable of reasonable anticipation at the time of the University's approval of the GMP. It is understood that the amount of the CM-GMP contingency is the maximum sum available to the CM to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the CM-GMP contingency will be borne by the CM.

The CM-GMP contingency may be applied to any items within the Cost of the Work without the necessity of a change order, without constituting a change in the Work, and without resulting in any change in the GMP. The CM will notify the University of the CM's intent to apply any part of the CM-GMP contingency to any item within the Cost of the Work prior to any such application.

As the actual Cost of the Work is determined on items funded by the CM-GMP contingency, change orders shall be issued by the CM to the applicable trade contractor(s), as appropriate, with a sign off by the University's representative to document the University's review of the transfer funds of funds from the CM-GMP contingency to the Cost of the Work components of the GMP without affecting a net change to the sum of the GMP.

The University retains the right to specifically request revisions to the amount of the CM-GMP contingency prior to the University's acceptance and approval of the GMP.
3A.11 Non-Acceptance of the GMP and Termination of University-Construction Manager Contract

The University, at its sole discretion, may decline to accept the Construction Manager's GMP for any phase of the project and thereupon without penalty; the Contract shall terminate according to its terms at the end of the Pre-Construction phase. In addition, if the Board of Public Works fails to approve the amendment of the Contract to reflect any GMP, if applicable, the Contract shall terminate according to its terms at the end of the current phase.

In any event, such termination shall likewise terminate all further services and obligations of the Construction Manager. The Construction Manager shall accept amount(s) given in price proposal part "A" as full and complete reimbursement of all costs and services performed by the Construction Manager for pre-construction, and shall only be entitled to amounts set forth under or related to Part "B" of this RFP to the extent to which the CM is under contract for the construction and has incurred such costs. Thereafter, the University shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the Construction Manager and with full ownership and use of any data and information developed during Part "A" activities.

Termination under this section is in addition to the termination provisions set forth elsewhere in the Contract including, but not limited to, the Standard Conditions.

3A.12 Ownership of Documents

All data, information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the CM or in the CM's possession or control relating to the Project are the properties of the University.

END OF SECTION 00400, ARTICLE 3A - SCOPE OF WORK
Part B: CM Construction Services.

3B.1 Consultation During Continuing Project Development

Upon acceptance and approval of the GMP by the University, the Construction Manager shall continue to advise and assist the University and Architect during the continuing Design Activities as described in Section 00400. Article 3, Part A.

3B.2 Construction Cost Control

A. The Construction Manager recognizes that it is responsible to maintain cost control based on the final approved GMP (or, if multiple GMPs, the cumulative total of all GMPs) and advocate accordingly in the Owner's best interest.

B. The Construction Manager shall develop and maintain an effective system of Project cost control. The CM shall refine and update the approved GMP, incorporate University approved changes as they occur, and develop reports and forecasts as needed, or as directed by the University. The CM shall identify variances between actual and estimated costs and advise University whenever projected cost exceeds allowances or estimates.

C. The Construction Manager shall check and supervise all material deliveries, equipment and labor entering the work site. The CM shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records, and afford the University access to these records and preserve them for a period of three (3) years after final payment. The University reserves the right to audit their records during that period.

D. Upon completion of all work, any and all non-expended funds remaining in any GMP revert to the University.

3B.3 Project Schedule:

A. The CM shall provide throughout the construction phase a CPM schedule through the use of a University approved computer based software scheduling system. Scheduling software shall allow for integration of all aspects of the project and provide for coordination of all work to be performed. The scheduling software used by the CM shall be capable of producing and coordinating logic developed network diagrams, Pert charts and Gantt chart format reports.

B. After acceptance of each GMP and issuance of a construction contract amendment to the CM for the Construction of the Phase of the Project and within fifteen (15) days of written Construction Notice to Proceed (NTP), the Construction Manager shall submit a preliminary critical path method (CPM) schedule consistent with the time frames submitted during the design phase.
C. The Construction Manager shall develop the complete and final CPM schedule in the form of a CPM network arrow diagram (Pert) using the Construction Manager's logic and time estimates for each segment of the work and shall be cost loaded, the sum of which totals the GMP exclusive of a CM-GMP contingency, and manpower loaded to complete the work within the scheduled time frames. The arrow network diagram will be drawn in a level of detail suitable for display of salient features of the work, including but not limited to the placing of orders for materials, submission of shop drawings for approval, approval of shop drawings by the Architect and the University, delivery of material, and all work activities inclusive of punch list agreed to by the University. Each work activity shall be assigned a time estimate by the Construction Manager. One day shall be the smallest time unit used. Data shall also be provided in Gantt form.

D. Upon completion of the Pert and Gantt diagrams, the Construction Manager shall have computer input data prepared, and a computer run made to generate a printout for the project based on the information supplied. In the event the completion date indicated by the schedule exceeds the contractual date, the logic and time estimates used to develop the plan will be reviewed, changes made in the logic and time estimates, and another computer run made to generate a new schedule. This procedure shall be repeated, if necessary, to provide a plan and schedule to meet University requirements.

E. Within thirty (30) days of each Construction NTP, the final CPM schedule shall be submitted to the University for review and approval. This working plan shall show job identification, job duration, manpower loading, cost loading, calendar dates for start and finish of each job, and jobs critical to the completion of the project on schedule. When approved by the University, they shall become the working plan and schedule for the project and such information shall be provided to the CM for distribution to the Project Team inclusive of all trade contractors.

F. The Construction Manager shall review the plan and schedule each month. An updated project schedule shall be furnished showing actual completed work at the end of each month in respect to the entire project. The form used shall be approved by the University and shall be submitted with the monthly invoice.

G. The University requires completion of the Project within the identified time frame for the project from the issuance of the Notice to Proceed for the CM Pre-construction services.

H. The Construction Manager shall provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and desired completion dates, review schedule for work not started or incomplete and take the action necessary to meet the required completion date.
I. It is the CM's responsibility to meet the required construction completion date as noted above. If the CM finds that action must be taken in order to meet this contractual responsibility, all costs associated with such action are the CM's responsibility within the GMP unless a delay is attributable to the University.

If the CM finds that the schedule has been impacted by an action or inaction on the part of the University, the CM must review the situation with the University and obtain a change order amendment for such work prior to taking any action which has a cost impact; all change order work shall be governed by Section 3.06 of the Standard Conditions, as supplemented by the provisions of this Section 00400. Notwithstanding anything in that Section 3.06, the provisions thereof shall apply only to work to be performed in the Construction Phase with RFP Section 00400 taking precedence over Section 00700, Section 3.06.

3B.4 Trade Contracts

A. After acceptance of the GMP and issuance of the Construction Contract Amendment to the CM for the Construction Phase, the Construction Manager shall place through his office contracts or purchase orders to the successful Trade Contractors or Suppliers. (The term Trade Contractors if used in this Contract means sub-contractors and the term Sub-Contractors as used in the Contract shall include Trade Contractors.)

B. The CM will require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, MBE participation schedules/documentation, and verification of MBE participation (by submission of letters of intent, copies of purchase orders, etc.).

C. All contract documents between the CM and the Trade Contractors are to be made available for review by the University as requested.

D. The AE shall provide a conforming set of construction documents upon completion of the trade contract bidding to incorporate all changes up to that time inclusive of addenda, RFIs, etc.

3B.5 Project Control

3B.5.1 Project Staffing

A. The Construction Manager's on-site representatives shall manage the work of the Sub-Contractors and coordinate the work with the activities and responsibilities of the University, Architect and Construction Manager to complete the Project in accordance with the University's objectives of cost, time and quality.

B. The Construction Manager shall maintain a competent and adequate full-time staff approved by the University at the Project site to coordinate and provide adequate direction of the work and to monitor progress of the Sub-Contractors on the Project at all times.
C. It is understood that the designated and approved on-site resident CM representatives will remain on the job and in responsible charge as long as those persons remain employed by the CM, unless the University has reason to agree otherwise during the course of the project and a contract amendment is issued accordingly by the University’s Procurement Office/Department.

3B.5.2 On-site Coordination/Management

A. The Construction Manager shall establish on-site organization and lines of authority in order to carry out the overall plans of the Project Team.

B. The Construction Manager shall conduct orientation sessions for its on-site field staff and Trade Contractor’s staff, as applicable, as to the Project Procedures as developed during the Design Phase as noted in Section 00400, Article 3, as well as site requirements per the Contract Documents. University representatives may attend such sessions.

C. The Construction Manager will provide for all coordination with the on-site Sub-Contractors the necessary On-Site Services for the construction activities and on-site requirements of the Construction Manager, University and Architect. The CM is not required to provide offices for the Architect or the University within its field offices.

D. The Construction Manager shall require all Trade Contractors to submit a Trade Contractor’s Daily Report which is to include, but not be limited to, a summary of work performed, information required, status of change order T&M work, materials received, and safety incidents.

E. The Construction Manager shall accept delivery and arrange for storage, protection and security for any University purchased materials, systems and equipment, which are a part of the work until such items, are turned over to the respective trade Contractors.

3B.5.3 Meetings

A. The Construction Manager shall schedule and conduct regular bi-weekly progress meetings, and as directed by the University, at which Trade Contractors, University, Architect, and other designated representatives, and the Construction Manager can discuss jointly such matters as progress, scheduling, and construction-related problems.

The Construction Manager shall take and distribute complete minutes of meetings to all attendees and others as directed by the University within three (3) days of such meetings. Representatives of the University may attend meetings and shall receive all notices and minutes of meetings. [See details throughout Section 00400, Article 3, Part B as to topics to be included in Progress meetings.]
B. The Construction Manager shall also conduct Owner's meetings on a minimum of monthly or as requested by the University.

The Owner meetings are to be attended by representatives of the University [including, but not limited to, University Representatives, the Construction Manager and the Architect/Engineer to discuss overall project matters and project procedures to insure that all parties are meeting their obligations to insure a successful project. The Construction Manager shall take and distribute complete minutes of Owner's meetings to all attendees and others as directed by the University within three (3) days of such meetings.

3B.5.4 Requests for Information (RFIs)

A. The CM will be responsible for developing and implementing a RFI form for use on the project.

B. The CM will be responsible for logging and reviewing all RFIs prior to submission to the University and the Architect. The CM is to insure that the RFIs submitted are appropriate and not frivolous.

C. The Construction Manager shall be responsible for tracking and monitoring all RFIs throughout the Construction Phase until all RFIs are processed by the A/E and the University.

D. The Construction Manager shall include RFIs as an agenda topic at all Owner meetings and advise the University immediately of any delays in the RFI process.

E. The Construction Manager shall develop a RFI aging report, which is to be submitted to the University's Project Manager at each bi-weekly progress meeting.

3B.5.5 Substitution Requests

A. The CM will be responsible for logging all substitution requests.

B. The CM will be responsible for reviewing all substitution requests to insure that they are complete; and, if not, return them to the Trade Contractor for proper submission.

C. The CM will be responsible to review all Substitution Requests with the University prior to submission to the Architect.

D. The Construction Manager shall be responsible for tracking and monitoring all Substitution Requests throughout the Construction Phase until all Substitution Requests are processed by the A/E and the University.

E. The Construction Manager shall include Substitution Requests, if any, on the agenda topic at the Owner's meetings and advise the University immediately of any delays in the Substitution Request process.

3B.5.6 Project Photographs: Intentionally omitted due to the exact built documents allowance.

RFP #BC-21101-C

SCOPE OF WORK

00400/32
3B.6 **Quality Assurance/Inspection**

A. The Construction Manager shall inspect the Work of the Sub-Contractors to guard the University against defects and deficiencies in the Work and shall coordinate this activity with the on-site duties of the Architect. The CM shall advise the Architect of any apparent variation and deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations within the terms of the contract documents. The CM shall provide one (1) set of all inspection reports (in binder form) to the University's Project Manager with the monthly report.

The Construction Manager shall provide for and administer all third party inspection and testing as specified in the Construction Documents under the identified General Conditions allowance for the Project.

B. The University shall, in all cases, make final interpretation of the Contract Documents and rule on compliance of the Work. This provision specifically supersedes anything to the contrary in the Standard General Conditions of Construction Management with GMP Contract.

C. Quality Assurance/Inspections is an area of utmost importance to the University. Although it is the contractual obligation of both the Architect/Engineer and the Construction Manager to guard the University against defects and deficiencies in the Work, it is expected that the University will participate in this process.

It is anticipated that personnel from the University's Facilities Management will attend inspections and testing. It is the responsibility of the Construction Manager to advise the University's Project Manager of scheduled testing and inspections with appropriate advance notice.

In addition, the Construction Manager is to include on the agenda of all bi-weekly progress meetings a review of upcoming inspections and tests and attach a list of these with the minutes of such meetings.

3B.7 **Commissioning:** The CM shall engage the Building Commissioning Agent(s) with participation by the University in the selection process under the established pre-construction and construction allowances. The CM's management of this contract is part of its services and shall not be charged under these allowances; rather these allowances are provided to cover the actual costs only for the contracted Building Commissioning agent(s) as approved by the University. The scope of services for the Commissioning Agent will be developed by the CM in conjunction with the University as part of the solicitation documents for the procurement of this agent.
3B.8 **Project Safety**

A. The CM shall develop and implement a project safety program in accordance with the UMB Standard General Condition for Construction Management (Section 00700) dated 2010 and applicable regulations.

B. The CM shall report, to the University, as part of each monthly report any safety violations and actions taken to protect the safety of persons and property engaged in the work.

3B.9 **Change in Scope and Change in GMP**

A. The University unilaterally at any time by written order (via a contract amendment) may make changes within the general scope of the work to be performed under the Contract.

E. Changes in the scope of work to be performed during the Construction Phase shall be governed by Section 3.06 of the Standard Conditions, as supplemented by the provisions of this Section 00400 with Section 00400 taking precedence. Notwithstanding anything in that Section 3.06, the provisions thereof shall apply only to work to be performed by the trade contractors in the Construction Phase. There shall be no CM mark-up of any type for any change order work as noted below under 3B.10 I.

C. The Construction Manager shall notify the University in writing with detailed cost supportive data (and copy to Architect) if any apparent change in scope or design will require a change in the GMP.

D. It is understood and agreed that refinement and detailing may be accomplished from time to time with respect to the drawings and specifications. No adjustment in the Guaranteed Maximum Price or the Scheduled Completion Date shall be made unless such refinement or detailing results in changes in the scope and/or design of the Project, as determined by the University. Nothing herein shall be construed to preclude the University from ordering minor changes in the Work not involving increases in cost, consistent with the intent of the Contract Documents.

E. No change order expenditures can be made against this contract without written approval by the University's designated representative via the issuance of a contract amendment to the CM's contract by the University's Procurement Office/Department.

Should a substantial scope change occur, as determined solely by the University, the University would consider an equitable adjustment to the CM fee (up to but not exceeding the percentage of which the original CM fee is based on the Project Construction Costs), if appropriate, dependent on the scope of the change and the time frame therein. Such consideration is the sole determination of the University.
F. The University and Architect will review the Construction Manager's analysis and cost data and advise the Construction Manager of their findings. The University and Construction Manager shall reach mutual agreement on the nature of the subject change and upon the University's direction eliminate the circumstances of the change or negotiate a mutually agreed cost change to be made to the GMP. The Construction Manager shall notify the Architect and the University of such changes before trade bids for the work associated are requested.

G. Changes to the GMP will only be made as a result of documented and University approved decisions with the issuance by the University's Procurement Office/Department of a contract amendment to the CM's contract.

H. The Construction Manager shall develop and implement a system for review, negotiation, and processing of proposed Change Orders. The CM shall, with complete supporting data, recommend necessary or desirable changes to the University and the Architect for approval. In the CM's review of change order proposals in excess of $25,000, the University expects the CM's supporting documentation to include the CM's written estimate for such additional work.

I. There will be **no CM mark-up of any type for any change order work**. Rather, change order proposals will consist of actual costs only; that is, trade contractors' change order proposals and General Conditions items, if applicable, only.

J. Should change order work arise that needs to proceed quickly due to the particular circumstances, the University’s Procurement Office/Department can, at its sole discretion, issue an authorization letter to the CM to proceed with the change order work while the contract amendment paperwork is being processed. The CM will not be allowed to invoice for this work until a fully executed contract amendment has been processed.

3B.10 **Shop Drawing Review/Processing**

A. The CM will be responsible for logging all shop drawings/submittal prior to submission to the University and the Architect. The CM is to insure that shop drawing/submittals packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.

B. The Construction Manager shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings/submittals. The CM shall review this system with the University and obtain the University's approval prior to implementation.

C. The Construction Manager shall be responsible for tracking and monitoring all shop drawings/submittals throughout the Construction Phase until all shop drawings/submittals have been approved by the A/E and the University [minimal time frame for this review is three (3) weeks]. (See the University's Shop Drawing/Submittal Flow Chart in Attachment D.)
D. The Construction Manager shall include shop drawings as an agenda topic on all Owner meetings and advise the University immediately of any delays in the shop drawing/submittal process.

E. The Construction Manager shall develop a shop drawing/ submittal aging report, which is to be submitted to the University's Project Manager at each bi-weekly progress meeting.

F. The Construction Manager shall provide coordinated drawings as indicated in Section 00400, Article 3.

3B.11 FFE Services

A. The CM shall expedite delivery, receive, coordinate, schedule and oversee the installation of all FFE items which the CM has procured (see 3A.9.2 above).

3B.12 Project Site Documents

3B.12.1 The Construction Manager shall maintain at the Project site, on a current basis, records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and any other documents and revisions thereto which arise out of the contract or the Work.

3B.12.2 The CM is responsible for preparing and managing the BIM Construction Model. The AE will hand-off the BIM Design Model to the CM concurrent with the "Issued for Construction" documents. The CM will be responsible for the BIM Construction Model from that time through the end of the project except if there is a major scope change by the University which requires the AE to update the model per the AE contract.

3B.13 Claims Avoidance/Resolution

A. The Construction Manager is to advise the University, as necessary, on construction issues so as to avoid disputes. Such advice is to be provided on a timely basis.

B. If claims/disputes arise, the Construction Manager will provide the University with assistance as requested including, but not limited to, cost assessments, documentation review, and contract review and make recommendations accordingly.

3B.14 Contract Close Out

A. The Construction Manager is required to bring on staff a Project Close Out Engineer, at the appropriate time but no later than four (4) months prior to the substantial completion date, to solely handle project close out activities, which include punch list, scheduling of the required demonstrations and testing, and reviewing and submission of the O&M manuals. **Note:** This position cannot be done by someone who has been assigned to other positions during the construction of the project.
B. The Construction Manager is responsible for compliance with all Contract Close Out items per the Contract Documents. The CM shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals.

C. With mechanical and electrical equipment, the Construction Manager is to obtain the Operating & Maintenance (O&M) manuals at least four (4) months prior to the demonstration for such equipment. These O&M manuals are to be sent to the University Project Manager who is to forward one (1) set to University’s Department of Facilities Management for review prior to the equipment demonstration.

D. The Construction Manager is to work closely with the University’s Procurement Office/Department as to the procedures and schedule for Contract Close Out and the contractual obligations therein.

E. At the completion of the Project, and before final payment, the CM shall deliver all such records to the University along with completion set of as-built drawings for approval by the Architect.

F. Provide final project construction costs in both the CSI format and the Building Component format to the University for its historical cost data base.

3B.15 **Reports**

A. The Construction Manager shall provide to the University on a monthly basis (every 30 days beginning 30 days from the issuance of the Notice to Proceed for the Construction Phase) or at the University’s request, a written report inclusive of the items noted below.

B. Within ten (10) days of issuance of the Construction Phase Notice to Proceed, the CM is to submit to the University the report formats for each of these and prior to implementation the CM must obtain the University's approval of these formats.

C. The monthly report by the CM is to include the items noted below.

- **Project Status:** Overall summary of the project status to date for the Project inclusive of information on the Trade Contractors' Work and the percentage of completion for the Project.

- **Schedule:** Revised project schedules with a summary statement as to the status of construction for the Project.

- **Cost Status:** Overall summary of the financial status of the project with the cost control report included.

- **Change Order:** A summary statement as to the status of change orders for the Project inclusive of potential change orders, approved change order and rejected/voided change orders as well as change order, which require the University's immediate attention.
- Shop Drawings/Submittals: A summary statement as to the status of shop
drawings/submittals for the Project inclusive of items requiring the University
and/or the Architect's immediate attention.

- Quality Assurance/Inspections: A summary statement as to the status of quality
control/inspections for the Project including, but not limited to, number and type
of inspections made, overall project quality to date, and recommendations.

3B.16 Date of Completion

The Work and services under this Contract shall be scheduled for the time period
necessary to permit completion and successful final inspection (completion) within
the identified time frame for the Project. Time is of the essence.

3B.17 Separate Contracts

Without invalidating the relationships with the Construction Manager, the University
reserves the right to let other contracts in connection with the project, the work under
which shall proceed simultaneously with the execution of the Construction Manager's
work. The Construction Manager shall afford other separate contractors reasonable
opportunity for the introduction and storage of their materials and the execution of
their work and the Construction Manager shall take all reasonable action to
coordinate his work with theirs. If the work performed by the separate contractor is
defective or so performed as to prevent the Construction Manager from carrying out
his work according to the plans and specifications, the Construction Manager shall
immediately notify the Architect and the University upon discovering such conditions.

END OF SECTION 00400, ARTICLE 3, PART B - SCOPE OF WORK

END OF SECTION 00400

RFP #BC-21101-C

SCOPE OF WORK

00400/38
SECTION 00500

(INTENTIONALLY OMITTED)
SECTION 00600

SEE SEPARATE DOCUMENT FOR THE RETRIEVERS ACTIVITIES CENTER RENEWAL PROGRAM DESCRIPTION DATED MARCH 1, 2018

(Available at https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx)
SECTION 00700

UNIVERSITY OF MARYLAND BALTIMORE STANDARD GENERAL CONDITIONS OF CONSTRUCTION MANAGEMENT CONTRACT WITH GUARANTEED MAXIMUM PRICE
(Packaged separately at the following website: https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx)

Below please find amendments to Section 00700: (changes/additions highlighted in bold italics for convenience):

- #2.05 Certifications Required by Law, Item #A. Cost and Price Certification, (3): Delete and replace with the following:

  (3) If the parties are negotiating a Change Order which is expected to exceed $100,000, the Contractor shall include truthfully in its change order documentation his certification that the price and cost information is accurate, complete and current as of the date of the Contractor's change order proposal.

- #3.06 Changes in the Work, Item G: Delete the last sentence and replace it with the following:

  "In no case will a change involving over $10,000 be approved without such itemization.

- #6.06 Contractor's Liability Insurance: Add item “g” as follows:

  "Insurance proceeds cannot be used for legal costs."

- #6.07 Builder's Risk Insurance: Add item “j” as follows:

  "Insurance proceeds cannot be used for legal costs."
SECTION 00800

UMBC AMENDMENT TO UMB GENERAL CONDITIONS OF CONSTRUCTION CONTRACTS
(Packaged separately at the following website:
https://umbc.box.com/s/ua7e2f5e44b5f2clor2e6efi4bxia1jx)
ATTACHMENT A

TECHNICAL PROPOSAL FORMS

Technical Proposal Forms are also provided in a separate package in MS Word format on the UMBC eBid Board.

Proposers are advised that the information to be included in their technical proposal is not limited to the forms included in Attachment A.

Firms shall also submit the Bid/Proposal Affidavit and the MBE Attachment 1-1A (Part 2 only) which are included in this section. See Section 00300 for complete details.
RFP FOR CMAR SERVICES - UMBC RAC RENEWAL PROJECT  RFP #BC-21101-C - KEY PERSONNEL FORM

PROPOSING FIRM: ________________ PERSON'S NAME: _______________________

Should our firm be short listed after the initial technical evaluation, we understand that the key people proposed for the all positions noted below, except the BIM Manager, must be available all day on the dates provided in the Solicitation Schedule for the Interview session.

1. **POSITION TO BE ASSIGNED:**
   - _____ PROJECT EXECUTIVE
   - _____ PROJECT MANAGER
   - _____ CHIEF ESTIMATOR
   - _____ FIELD SUPERINTENDENT
   - _____ BIM MANAGER

2. **TIME COMMITMENT TO THE UNIVERSITY'S PROJECT:**

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Percentage Time Commitment</th>
<th>Anticipated Hours/Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programming Phase</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Pre-Construction Phase</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Construction Phase</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

3. **OTHER PROJECT WORKLOAD:** To which this person will be assigned during same time period as the schedule of UMBC's Project:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Geographic Location (City/State)</th>
<th>Person’s Role</th>
<th>% Time Commitment</th>
<th>Anticipated Completion Date of Person’s Assignment</th>
</tr>
</thead>
<tbody>
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</table>

4. **EDUCATIONAL BACKGROUND:**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree/Diploma/Certificate and Major, if any</th>
<th>Date of Degree</th>
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</table>

5. **EMPLOYMENT HISTORY**: (*NOTE: Complete employment history is to be provided. If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.)
5.1 CURRENT EMPLOYER'S NAME: ________________________________

DATES OF EMPLOYMENT: _______________________________________

<table>
<thead>
<tr>
<th>POSITION HELD</th>
<th>DURATION BY DATE</th>
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</tbody>
</table>

5.2 FORMER EMPLOYER'S NAME: ________________________________

DATES OF EMPLOYMENT: _______________________________________

<table>
<thead>
<tr>
<th>POSITION HELD</th>
<th>DURATION BY DATE</th>
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</table>

5.3 FORMER EMPLOYER'S NAME: ________________________________

DATES OF EMPLOYMENT: _______________________________________

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<tr>
<th>POSITION HELD</th>
<th>DURATION BY DATE</th>
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</tbody>
</table>

6. SIMILAR RELEVANT PROJECT EXPERIENCE/REFERENCES: On the following pages provide a full description of Key Person's project experience on three (3) projects only, including their role and the services they performed during pre-construction, on the project. (Note: As indicated in the solicitation document, references are to be project references not employment references; that is, the University is interested in speaking to a Project Owner (preferably) or the A/E regarding the person's performance on a particular project.)
PROPOSING FIRM: ________________________ PERSON'S NAME: __________________________

6.1 PROJECT REFERENCE CONTACT PERSON & TITLE: ________________________________________________

______________________________

COMPANY NAME: ________________________ TELEPHONE #: ____________________

DESCRIPTION OF CONTRACT/PROJECT (inclusive of whether new, addition, or renovation):

______________________________

ROLE OF PERSON (I.E. PROJECT MANAGER, FIELD SUPERINTENDENT, ASST. FIELD SUPERINTENDENT, ETC.): ________________________________

SERVICES DIRECTLY PERFORMED in each Project Phase (check all that apply);
Pre-construction/Design Phase:

<table>
<thead>
<tr>
<th>Check as applicable</th>
<th>Service</th>
<th>Check as applicable</th>
<th>Service</th>
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<tbody>
<tr>
<td></td>
<td>Consultation During Design</td>
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<td>Design/Constructability Review</td>
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<td></td>
<td>Value Engineering</td>
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<td>Trade Bidding</td>
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<td>Cost Model</td>
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<td>GMP Preparation</td>
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<td>Cost Estimates at ___100% SD, ___100% DD, ___50% CD and/or ___ Other Interval: Other:</td>
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<td>Scheduling</td>
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 Construction Phase:

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<tr>
<td></td>
<td>Project Schedule</td>
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<td>Award/manage trade contractors</td>
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<td></td>
<td>Shop Drawing/Submittal Review and Processing</td>
<td></td>
<td>Quality Assurance/Inspections</td>
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<td>Cost Control</td>
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<td>Change Order Management and Processing</td>
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<td>Project Site Documents</td>
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<td></td>
<td>Claims Avoidance/Resolution</td>
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<td>Project Close Out</td>
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<td></td>
<td>Monthly Reports to Owner</td>
<td></td>
<td>Other:</td>
</tr>
</tbody>
</table>

CONSTRUCTION DOLLAR SIZE: $________________________ GSF: ________________

CONTRACT METHOD: ____CM AT RISK ____D/B ____DBB/GC ____ OTHER: ___________________________

SCHEDULE OF PROJECT (MONTH/YEAR): START DATE: __________ END DATE: __________

DURATION KEY PERSON WAS ON THE PROJECT: ___________________________ Note: If key person not assigned for the full duration of the project, explain why:

______________________________

Why is this project similar/relevant to the University's requirements? (Refer to Section 00300 for criteria.)

______________________________
6.2 PROJECT REFERENCE CONTACT PERSON & TITLE: ____________________________

COMPANY NAME: ______________________ TELEPHONE #: ________________

DESCRIPTION OF CONTRACT/PROJECT (inclusive of whether new, addition, or renovation):

__________________________

ROLE OF PERSON (I.E. PROJECT MANAGER, FIELD SUPERINTENDENT, ASST. FIELD SUPERINTENDENT, ETC.): ____________________________

SERVICES DIRECTLY PERFORMED in each Project Phase: (check all that apply)

<table>
<thead>
<tr>
<th>Pre-construction/Design Phase</th>
<th>Check as</th>
<th>Service</th>
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<td>Consultation During Design</td>
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<td>GMP Preparation</td>
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<td>Cost Estimates at ___ 100% SD, ___ 100% DD, ___ 50% CD and/or Other Interval:</td>
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<td>Scheduling</td>
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<td>Other:</td>
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<th>Construction Phase</th>
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<td>Project Schedule</td>
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<td>Other:</td>
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</tbody>
</table>

CONSTRUCTION DOLLAR SIZE: $______________ GSF: ______________

 contracts

CONTRACT METHOD: _____CM AT RISK _____D/B _____DBB/GC _____OTHER: ____________

SCHEDULE OF PROJECT (MONTH/YEAR): START DATE: ____________ END DATE: ____________

DURATION KEY PERSON WAS ON THE PROJECT: ________________

Note: If key person not assigned for the full duration of the project, explain why:

__________________________

Why is this project similar/relevant to the University's requirements? (Refer to Section 00300 for criteria.)

__________________________
PROPOSING FIRM: __________________________ PERSON'S NAME: __________________________

6.3 PROJECT REFERENCE CONTACT PERSON & TITLE: __________________________

COMPANY NAME: __________________________ TELEPHONE #: __________________________

DESCRIPTION OF CONTRACT/PROJECT (inclusive of whether new, addition, or renovation):

______________________________

ROLE OF PERSON (I.E. PROJECT MANAGER, FIELD SUPERINTENDENT, ASST. FIELD SUPERINTENDENT, ETC.): __________________________

SERVICES DIRECTLY PERFORMED in each Project Phase (check all that apply):

Pre-construction/Design Phase:

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<tr>
<th>Check as applicable</th>
<th>Service</th>
<th>Check as applicable</th>
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<td></td>
<td>Cost Estimates at ___ 100% SD, 100% DD, ___ 50% CD and/or Other Interval: __________________________</td>
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<td>Other: __________________________</td>
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<td>Scheduling</td>
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Construction Phase:

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<td>Project Schedule</td>
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<td>Award/manage trade contractors</td>
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<td>Change Order Management and Processing</td>
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<td>Project Site Documents</td>
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<td>Claims Avoidance/Resolution</td>
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<td>Project Close Out</td>
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<td></td>
<td>Monthly Reports to Owner</td>
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<td>Other: __________________________</td>
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</table>

CONSTRUCTION DOLLAR SIZE: $ __________________ GSF: __________________

CONTRACT METHOD: ____CM AT RISK ____D/B ____DBB/GC ____ OTHER: __________________

SCHEDULE OF PROJECT (MONTH/YEAR): START DATE: ____________ END DATE: ____________

DURATION KEY PERSON WAS ON THE PROJECT: __________________________ Note: If key person not assigned for the full duration of the project, explain why:

______________________________

Why is this project similar/relevant to the University's requirements? (Refer to Section 00300 for criteria.)

______________________________
PROPOSING FIRM: ______________________  PERSON'S NAME: ______________________

7. ACHIEVEMENTS/Others NOTATIONS (NOT REQUIRED):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

NOTE: If a Proposer finds the space provided to be insufficient, the Proposer can attach additional pages to this form as appropriate and just indicate on this form to see attached pages.
<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Basis for Selection</th>
<th># of Years with Proposer</th>
<th># of Years in Construction Industry</th>
<th># of Years in Assigned Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Executive</td>
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<td>Project Manager</td>
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<tr>
<td>Field Superintendent</td>
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<tr>
<td>Chief Estimator</td>
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<td>BIM Manager</td>
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<td>PROPOSER:</td>
<td>ARCHITECT:</td>
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<tr>
<td>PROJECT NAME AND LOCATION:</td>
<td>ARCHITECT’S ADDRESS:</td>
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<tr>
<td>PROJECT OWNER:</td>
<td>PROJECT OWNER’S CONTACT PERSON AND TELEPHONE NUMBER</td>
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<td>PROPOSER’S PROJECT MANAGER:</td>
<td>PROPOSER’S FIELD SUPERINTENDENT:</td>
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<td>CONSTRUCTION DOLLAR AMOUNT:</td>
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<tr>
<td>$____________________ (BASE)</td>
<td>PROJECT START DATE (INCLUDING DESIGN):</td>
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<tr>
<td>$____________________ (CHANGE ORDERS)</td>
<td>PROJECT COMPLETION DATE:</td>
<td></td>
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<tr>
<td>$____________________ (FINAL CONTRACT AMOUNT</td>
<td>PROJECT GSF:</td>
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</tbody>
</table>

| PROJECT DELIVERY METHOD*: | D/B | CMAR | DBB/GC | OTHER: | (NAME) |

| OVERALL PROJECT DESCRIPTION: | DESCRIBE SITE CONSTRAINTS, IF ANY: |
TYPE OF PROJECT: (CHECK ALL THAT APPLY): At least one project must be a renovation; see RFP regarding acceptable “additions.”

_____ NEW CONSTRUCTION  _____ RENOVATION  _____ HIGHER EDUCATION  _____ OCCUPIED SETTING
_____ ADDITION  _____ RECREATION  _____ WELLNESS  _____ HEALTH/COUNSELING

_____ OTHER SIMILAR PROJECT ELEMENTS (DESCRIBE):

NOTE: See Section 0300 for the requirements for CMAR Firm Experience and further details including joint venture requirements and higher considerations.

TRADES INCLUDED: (check all that apply)

_____ Site Work  _____ Excavation  _____ Site Utilities  _____ Foundations  _____ Precast Concrete  _____ Asphalt paving  _____ Landscaping  _____ Hardscape/Paving
_____ Mechanical (HVAC) (name system type:__________________)  _____ Electrical  _____ Carpentry  _____ Plumbing  _____ Drywall  _____ Acoustical  _____ Flooring  _____ Painting
_____ Telecommunications  _____ Casework  _____ Fire Protection  _____ Masonry  _____ Concrete  _____ ATC  _____ Carpeting  _____ Audio/Video  _____ Window
_____ Structural (Name type of structural system: ________________________)  _____ Data Cabling  _____ Kitchen Equipment
_____ Other:  ____________________________

TYPE OF CM SERVICES PROVIDED: (Check all that apply)

Pre-construction/Design Phase:  _____ Scheduling  _____ Consultation during Design  _____ Value Engineering
_____ Cost Models/Estimates:  _____ 100% SDs  _____ 100% DDs  _____ 50% CDs  _____ Other Interval: ________________________  _____ Ad Hoc Estimating
_____ Constructability Review  _____ Design Review  _____ Other:  ____________________________

Construction Phase:  _____ Cost Control  _____ Project Schedule  _____ Project Control Services  _____ Award and manage trade contracts
_____ Project Safety  _____ Quality Assurance/Inspections  _____ Change Order Review/Processing  _____ Shop Drawing/Submittal Review/Processing
_____ Project Site Documents  _____ Claims Avoidance/Resolution  _____ Project Close Out  _____ Monthly Written Reports to Owner
PROPOSER: ___________________________  PROJECT NAME: ___________________________ 

DESCRIBE THE SIMILARITIES OF THIS PROJECT TO THE UNIVERSITY PROJECT:


LIST BELOW ALL CMAR TEAM MEMBERS PROPOSED FOR THE UMBC PROJECT WHO WORKED ON THIS JOB BY NAME AND POSITION:

<table>
<thead>
<tr>
<th>#</th>
<th>CMAR TEAM MEMBER</th>
<th>POSITION HELD ON THIS PROJECT</th>
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</tbody>
</table>
UMBC CMAR RFP #BC-21101-C – MATRIX OF CMAR SERVICES

PROPOSER’S NAME: __________________________

Complete the matrix by indicating the Key Person responsible for the following CMAR services. Use “1” for primary responsibility; “2” for secondary responsibility; and “P” for those key people who participate in the service, but are not the primary or secondary responsible party. [Note: Only one person can be designated as primary (“1”) for each service.]

**PRE-CONSTRUCTION CMAR SERVICES:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Project Executive</th>
<th>Project Manager</th>
<th>Field Superintendent</th>
<th>Chief Estimator</th>
<th>BIM Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project/Design Review</td>
<td></td>
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<tr>
<td>Design Schedule Monitor</td>
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<tr>
<td>Cost Model/Estimates</td>
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<td>Value Engineering</td>
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<td>GMP Preparation</td>
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<td>Design/Constructability</td>
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<td>Reviews</td>
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<tr>
<td>Overall CMAR Team Mgt.</td>
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**CONSTRUCTION CMAR SERVICES:**

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<tr>
<th>Service</th>
<th>Project Executive</th>
<th>Project Manager</th>
<th>Field Superintendent</th>
<th>Chief Estimator</th>
<th>BIM Manager</th>
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<tbody>
<tr>
<td>CPM Schedule</td>
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<tr>
<td>Trade Contract Award</td>
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<td>Trade Contract Management</td>
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<td>Conduct Progress Mtgs.</td>
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<td>Conduct Owner’s Mtgs.</td>
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<td>RFI’s</td>
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<td>Substitution Requests</td>
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<td>Change Orders</td>
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<td>Cost Control</td>
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<td>Project Safety</td>
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<td>QA/Inspections</td>
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<td>Monthly Report</td>
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<td>Shop Drwg/Submittals</td>
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<td>Project Site Documents</td>
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<td>Project Close Out</td>
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<td>Claims Avoid/Resolve</td>
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<tr>
<td>Overall CMAR Team Mgt.</td>
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</tbody>
</table>
Proposers are to complete this form to demonstrate the working relationship among the proposed key personnel. A minimum of three (3) projects must be listed.

<table>
<thead>
<tr>
<th>#</th>
<th>Project Name/ Dollar Size/ Client’s Name</th>
<th>Project Executive</th>
<th>Project Manager</th>
<th>Field Superintendent</th>
<th>Chief Estimator</th>
<th>BIM Manager</th>
<th>Other:</th>
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<tbody>
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</tbody>
</table>
UMBC CMAR SERVICES - RFP #BC-21101-C

ANNUAL SALES VOLUME/NUMBER OF PROJECTS

PROPOSER: ____________________________________________________________

<table>
<thead>
<tr>
<th>YEAR</th>
<th>SALES $ VOLUME</th>
<th># OF PROJECTS COMPLETED</th>
<th>LARGEST PROJECT SIZE</th>
<th>CM AT RISK%</th>
<th>CM AGENT</th>
<th>GC%</th>
<th>OTHER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$_____________</td>
<td>___________</td>
<td>$_____________</td>
<td>___%</td>
<td>___%</td>
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<td>2015</td>
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<td>2016</td>
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<td>2017</td>
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<td>$_____________</td>
<td>___%</td>
<td>___%</td>
<td>___%</td>
<td>___%</td>
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</tbody>
</table>

Is the proposing firm the local office of a parent company? _____ Yes _____ No

If yes, please verify below that the **above figures reflect the sales data for the local office that will manage this contract**, not the parent company:

_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

PAGE 1 OF 1
PROPOSING FIRM: ____________________________

Below find a list of the current projects on which our firm is committed, the dollar volume of each, % complete, the date of anticipated completion and whether bonds are applicable.

<table>
<thead>
<tr>
<th>#</th>
<th>Project Name</th>
<th>Dollar Volume</th>
<th>% Complete</th>
<th>Anticipated Completion Date (Month/Year)</th>
<th>Bonded Yes/No</th>
<th>Assigned Project Manager</th>
<th>Assigned Superintendent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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</tbody>
</table>

Based on this current workload, provide a description of proposing firm's ability to accomplish the proposed services on this project within required time frame:
ANTICIPATED NUMBER OF HOURS
FOR ON SITE STAFF
UMBC ILSB Project
RFP #BC-21101-C

Proposer's Name: ____________________________

Proposers are to provide the anticipated number of hours for the on-site staff. *Per the RFP, only those positions listed below will be considered by the University to be staff reimbursable positions. Any other CMAR position during the construction phase not included below is not an on-site staff reimbursable position; therefore, the CMAR firm must include any costs associated with such other positions (such as estimators) in its CM Construction Phase fee.

<table>
<thead>
<tr>
<th>Position*</th>
<th>Anticipated Total Hours (based on 2080 hours/year)</th>
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</thead>
<tbody>
<tr>
<td>Project Manager</td>
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<tr>
<td>Field Superintendent</td>
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<tr>
<td>Assistant Project Manager</td>
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<tr>
<td>Assistant Superintendent</td>
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<tr>
<td>Foreman</td>
<td></td>
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<tr>
<td>Project Engineer (A/S/C)</td>
<td></td>
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<tr>
<td>Project Engineer (M/E/P)</td>
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<tr>
<td>Field Secretary/Clerk</td>
<td></td>
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<tr>
<td>Clerk/Document Control Person</td>
<td></td>
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<tr>
<td>Field Accountant</td>
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<tr>
<td>BIM Manager</td>
<td></td>
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<tr>
<td>Quality Control (QC) Manager**</td>
<td></td>
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<tr>
<td>(see note below)</td>
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<tr>
<td>Project Close Out Engineer** (see note below)</td>
<td></td>
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<tr>
<td>Test Engineer</td>
<td></td>
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<tr>
<td>Commissioning Agent</td>
<td>See allowance</td>
</tr>
<tr>
<td>Safety Manager</td>
<td></td>
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<tr>
<td>**Total Hours</td>
<td></td>
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</tbody>
</table>

**Notes:

- The QC manager shall not have any other project responsibilities.

- The University’s intent is that the Project Close Out Engineer be “fresh eyes” to facilitate the close out process; therefore, this position cannot be someone who has been assigned to another position on the CMAR team during the construction phase. This position is to commence its work at least four (4) months prior to the substantial completion date.
RFP NO.: BC-21101-C

RFP FOR: UMBC RAC RENEWAL CMAR CONTRACT

TEchnical proposal due date: Friday, June 8, 2018 on or before 4:00 pm.

NAME OF PROPOSER: _______________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _______ dated ____________
Addendum No. _______ dated ____________
Addendum No. _______ dated ____________
Addendum No. _______ dated ____________
Addendum No. _______ dated ____________
Addendum No. _______ dated ____________
Addendum No. _______ dated ____________

Signature ________________________________

Printed Name______________________________

Title_____________________________________

Date_____________________________________
BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s supplier’s, or commercial customer’s employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.


The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
(3) Fail to use the certified minority business enterprise in the performance of the contract; or
(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.


The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(4) Willfully and knowingly assist, in procuring, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probated before judgment imposed pursuant to Criminal Procedure Article, §§6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the names of persons involved, and their current positions and responsibilities with the business):
D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:
   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(6) Been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
   (a) §7201, Attempt to Evade or Defeat Tax;
   (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
   (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
   (d) §7206, Fraud and False Statements, or
   (e) §7207 Fraudulent Returns, Statements, or Other Documents;
(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
   (a) A court:
      (i) Made the finding; and
      (ii) Decision became final; or
   (b) The finding was:
      (i) Made in a contested case under the Maryland Administrative Procedure Act; and
      (ii) Not overturned on judicial review;
(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
   (a) A court:
      (i) Made the finding; and
      (ii) Decision became final; or
   (b) The finding was:
      (i) Made in a contested case under the Maryland Administrative Procedure Act; and
      (ii) Not overturned on judicial review;
(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
   (a) A court:
      (i) Made the finding; and
      (ii) Decision became final; or
   (b) The finding was:
      (i) Made in a contested case under the Maryland Administrative Procedure Act; and
      (ii) Not overturned on judicial review; or
(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows: (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the names of the persons involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification).

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
   (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
   (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:
L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: __________________

By: ___________________________ (print name of Authorized Representative and Affiant)

______________________________ (signature of Authorized Representative and Affiant)
MBE ATTACHMENT 1-1A – PART 2

PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit must be completed in its entirety and included with the technical proposal. If the Proposer fails to accurately complete and submit this Affidavit with its technical proposal as required for the CMAR contract on the UMBC RAC Renewal Project, the Procurement Officer shall determine that the proposal is not reasonably susceptible of being selected for award and will not consider it further. Failure by a Proposer to include this Affidavit in its technical proposal on this solicitation is not curable.

In connection with the proposal submitted in response to UMBC Solicitation No. RFP #BC-21101-C (RAC Renewal Project), I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE):** An overall MBE subcontractor participation goal of 20% is applicable only on the contract with the CMAR firm for services during the design and construction of the UMBC RAC Renewal Project. The MBE participation goal of 20% is applicable to the total CMAR contract dollar amount inclusive of pre-construction costs. This affidavit form only needs to be included in the Proposer's technical proposal for the CMAR contract as described above. (There is no MBE goal on the separate contract with the CM for services provided during the Programming Phase and, therefore, no MBE Utilization and Fair Solicitation Affidavit needs to be completed and included in a firm's technical proposal.)

   - [ ] I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 20 percent and all of the following sub-goals:
     - 7 percent for African American-owned MBE firms
     - 4 percent for Asian American-owned MBE firms

   Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box I am agreeing that my firm will meet the above MBE stated goal and sub-goals if my firm is awarded the CMAR contract for pre-construction and construction services on the UMBC RAC Renewal Project. **I also understand that I must complete this Part 2 only in order to be considered for award.** (I also understand that the PART 3 - MBE Participation Schedule is to be completed by the awarded firm and included in the GMP submittal(s) for the construction of the UMBC RAC Renewal project.)

**OR**

   - [ ] I conclude that I am unable to achieve the MBE participation goal and/or sub-goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub-goals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated sub-goal(s) if any, I must provide supporting documentation for this waiver request.
Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

(a) Good Faith Efforts Documentation to Support Waiver Request (Attachment 1-1C)
(b) Outreach Efforts Compliance Statement (Attachment 1-2);
(c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments 1-3A and 1-3B);
(d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and sub-goals, if any.

I understand that if I fail to return each completed document as required, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit (Part 2) is true to the best of my knowledge, information and belief.

Proposer Name  
(PLEASE PRINT OR TYPE)  

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Submit This Affidavit only (Part 2 only) Must Be Submitted with Technical Proposal
ATTACHMENT B-1

(TO BE COMPLETED/PROVIDED BY THE SUCCESSFUL CM FIRM FOR
PROGRAMMING SERVICES

UMBC's Contract for Services during the Programming Phase
(to be provided by addendum)

Contract Affidavit

Insurance Certificate
CONTRACT FOR CONSULTANT SERVICES
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of the __ day of ______________, 2018, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an agency of the State of Maryland ("University", "UMBC" or "State") located at 1000 Hilltop Circle, Baltimore, Maryland 21250 and, _________ a _________ organized and existing under the laws of the State of Maryland and having a principal place of business at _________ ("Consultant"), the parties hereby agree as follows:

Consultant represents that it has expertise providing certain programming services ("Services") as more fully described in the Solicitation for Construction Management at Risk Services for the Retriever Activities Center (RAC) Renewal Project (#BC-21101-C) and associated addenda, and the Consultant’s Response relative to programming services only. Based on Consultant’s expertise and experience, University wishes to engage the consulting services of Consultant, and in consideration of the covenants and agreements set forth herein.

1 CONSULTING SERVICES

1.1 Engagement of Consultant. University hereby engages Consultant to perform the Services described in Solicitation and Response, and Consultant hereby accepts the engagement, and agrees to perform the Services upon the terms and conditions set forth herein.

1.2 Term. The engagement of Consultant hereunder shall commence on _________ and end on _________, 2018, unless terminated sooner in accordance with the provisions of this Agreement.

1.3 Delivery and Completion Schedule. Consultant agrees to perform the Services in the time frames set forth in the attached Exhibit A and otherwise specified by University. Consultant understands that TIME IS OF THE ESSENCE in performing the Services.

1.4 Consultant’s Representations. In the performance of Consultant’s duties under this Agreement, Consultant shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of University. Consultant agrees to comply with all applicable Federal, State and local laws and regulations.
INDEPENDENT CONTRACTOR

2.1 The relationship of the Consultant to University is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship. The Consultant may adopt such arrangements as he/she may desire with regard to the details of the Services performed hereunder, the hours during which the Services are to be provided, and the place or places where the Services are to be furnished, provided that the Services shall be performed in a manner calculated to attain the most satisfactory results for University.

2.2 Consultant shall not be entitled to any benefits accorded to University's employees including, without limitation, worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation or other insurance as well as licenses and permits usual or necessary for conducting the services hereunder. Consultant shall be obligated to pay any and all applicable local, state and federal payroll and other taxes incurred as a result of Consultant's fees hereunder. Consultant hereby indemnifies University for any claims, losses, costs, fees, liabilities, damages or penalties suffered by University arising out of Consultant's breach of this provision.

2.3 Consultant shall not be considered an agent of University for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit University to any agreement, contract or undertaking. Consultant shall not use University's name in its promotional material or for any advertising or publicity purposes.

2.4 The Consultant's Federal Tax Identification Number or, where applicable, Social Security Number is:

CONSULTING FEES AND EXPENSES

3.1 Consulting Fees.

3.1.1 University shall pay Consultant at the rate indicated in the negotiated fee proposal, for time actually spent on the Services and for the period set forth herein. The total fees payable to consultant shall not exceed $__________.

3.1.2 The fees set forth herein includes all costs of operation, including benefits attributable to payroll, overhead, wages and salaries of Consultant's employees, if any, and all applicable taxes.

3.1.3 Consultant shall submit invoices to University upon completion of the milestones set forth in the fee proposal. To the extent University may reasonably require, consultant shall support each invoice with justification for Services performed. Invoices shall include the Contract Number noted above, as well as the applicable Purchase Order number, and shall be submitted for approval to University at the above-referenced address. After the University has approved the invoice, payment will be due within thirty (30) days of receipt of the invoice.

3.2 Expenses. Intentionally omitted.
3.3 Audit Rights.

Consultant agrees that, during the term of this Contract and for a period of three years after its termination, University shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

4 OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Contract and arising from the Services (hereinafter referred to as "New Developments") shall be and are assigned to University as its sole and exclusive property. Consultant agrees to promptly disclose to University all such New Developments. Upon University's request, Consultant agrees to assist University, at University expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which University shall deem necessary to apply for and to assign or convey to University, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and Confidential Information.

4.2 Consultant warrants that Consultant has good title to any New Developments, and the right to assign New Developments to University free of any proprietary rights of any other party or any other encumbrance whatever.

5 CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Consultant acknowledges that in performing the Services hereunder, University may have to disclose to consultant orally and in writing certain confidential information that University considers proprietary and has developed at great expense and effort. As used herein, the term "Confidential Information" means any scientific or technical data, marketing, operating, financial, business or any other information, design, process, procedure, formula or improvement in written, printed, graphic, or electronically recorded materials, that is commercially valuable to University and not generally known in the industry. Consultant further acknowledges that the Services and any deliverables may incorporate Confidential Information. Consultant agrees that all items of confidential Information are proprietary to University and shall remain the sole property of University.
5.2 Consultant agrees as follows:

5.2.1 To use the Confidential Information only for the purposes described herein; to not reproduce the Confidential Information; to hold in confidence and protect the Confidential Information from dissemination to and use by anyone not a party to this Agreement; and to not use the Confidential Information to benefit itself or others.

5.2.2 To restrict access to the Confidential Information to personnel of Consultant who (i) have a need to have such access and (ii) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.

5.2.3 To return all Confidential Information in Consultant’s possession upon termination of this Contract or upon University’s request, whichever occurs first.

5.2.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

5.3 The provisions of this Paragraph 5 shall survive termination or expiration of this Contract and shall continue for so long as the material remains confidential.

6 INSURANCE/INDEMNIFICATION

6.1 Consultant represents that it now carries, and agrees it will continue during the term of this Contract to carry, as a minimum: Workmen’s Compensation, Commercial General and Contractual Liability and Comprehensive Automobile Liability insurance in the following amounts:

<table>
<thead>
<tr>
<th>Worker’s Compensation</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive General Liability:</td>
<td>$500,000 each person</td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
</tbody>
</table>

| Comprehensive Automobile Liability: | |
| Bodily Injury and Property Damage | $500,000 each person |
| Property Damage | $1,000,000 each occurrence |

In addition to the above mentioned coverage, Consultant shall maintain in force, for the duration of this contract, errors and omissions liability insurance appropriate to the Consultant’s profession. Coverage as required in the paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the consultant’s services as defined in this contract. Coverage shall be written subject to limits of not less than $500,000 per loss.
6.2 Consultant shall provide certificates of insurance evidencing the above-described coverage. Such certificates shall include a statement indicating that University shall receive fifteen (15) days' notice of cancellation of any of the policies which may affect University's interest and a statement confirming that University has been named an additional insured.

6.3 Consultant shall indemnify, defend and hold harmless University, its officers, employees, agents, and members from and against all claims, demands, losses, costs, expenses, obligations, liabilities, and damages, including, without limitation, interest, penalties, and reasonable attorney's fees and costs, that University may incur or suffer and that arise, result from, or are related to any breach or failure of consultant to perform any of its representations, warranties and agreements contained in this Agreement.

7 CONFLICT OF INTEREST

Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant’s family, business or financial interest or its Services under this Agreement, and, in the event of change in either its private interests or Services under this Agreement, it will raise with University any question regarding possible conflict of interest which may arise as a result of such change.

8 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS: Intentionally omitted.

9 TERMINATION FOR DEFAULT

If the Consultant fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at the University's option, become the University’s property. The University shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant’s breach. If damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.
10 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Consultant has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Consultant shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

11 DISPUTES

This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

12 NONDISCRIMINATION

The Consultant shall comply with the nondiscrimination provisions of federal and Maryland law.

13 ANTI-BRIBERY

The Consultant certifies that, to the Consultant’s best knowledge, neither the Consultant; nor (if the Consultant is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Consultant who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the state, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

14 GOVERNING LAW

This Contract is governed by and shall be construed under the laws of the State of Maryland. All parties to this Contract hereby voluntarily submit to the jurisdiction of the Courts of the State of Maryland for any legal proceeding arising out of or relating to this Contract. UMBC does not recognize any obligation to, and will not submit to, binding arbitration of disputes nor subject itself to the rules, regulations or procedures of any labor organization, guild or institute.

Page 6 of 8
WAIVER OF JURY

UMBC AND CONSULTANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UMBC AND CONSULTANT, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

ENTIRE AGREEMENT

16.1 This Contract and the University Purchase Order (collectively referred to as the "Contract" or "Agreement") constitute the entire agreement of the parties and supersede all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. Further, incorporated herein by reference are the terms and conditions stated in RFP BC-21101-C, any amendments or addenda thereto and Consultant’s response to aforementioned Solicitation. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior to contemporaneous agreement.

16.2 Modifications. This Contract may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both parties.

16.3 Assignment. This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Consultant without the prior written consent of University.

16.4 Partial Invalidity, Waiver and Severability. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof. No waiver of any provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, no shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement becomes or is deemed to be invalid, illegal or unenforceable, the parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the parties, it shall be deleted and the remainder of the Agreement and the related documents pursuant hereto shall remain in full force and effect. In the event of a conflict between the provisions in the body of the Agreement and any attachments, the provisions in the body of this Agreement will control.

16.5 Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, facsimile, or when sent by first class mail addressed to the parties at he addresses set forth in this Agreement.
16.6 The parties signing this Agreement warrant that he/she signs as duly authorized representative of his/her respective organizations.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Consultant: ___________________________ University of Maryland, Baltimore County

Signature

Typed/Printed Name

Title

Date

Signature

Typed/Printed Name

Title

Date
CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name)______________________________ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

(1) Corporation — __ domestic or ___ foreign;

(2) Limited Liability Company — __ domestic or ___ foreign;

(3) Partnership — __ domestic or ___ foreign;

(4) Statutory Trust — __ domestic or ___ foreign;

(5) __ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number:________________ Address:________________

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: ______________________

Address: ____________________________________________

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business’s policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation that as a condition of continued employment on the contract, the employee shall:
(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated ________, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____

By:__________________________________ (printed name of Authorized Representative and affiant)

____________________________________ (signature of Authorized Representative and affiant)

Note: This affidavit is a mandatory contract document in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.
ATTACHMENT B-2

(TO BE COMPLETED BY THE SUCCESSFUL CMAR FIRM)

UMBC’s Construction Contract
Contract Affidavit
MBE forms, as applicable
Cost Model - Building Component Format
CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name)________________________________________ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

(1) Corporation — ___ domestic or ___ foreign;

(2) Limited Liability Company — ___ domestic or ___ foreign;

(3) Partnership — ___ domestic or ___ foreign;

(4) Statutory Trust — ___ domestic or ___ foreign;

(5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number:________________________ Address:________________________

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number:________________________

Address:________________________

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business’s policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:
(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(i), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated ________, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:

By:________________________(printed name of Authorized Representative and affiant)

________________________(signature of Authorized Representative and affiant)

Note: This affidavit is a mandatory contract addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.
STANDARD FORM OF CONSTRUCTION MANAGEMENT AT RISK CONTRACT
CONTRACT #C-21101

This Standard Form of Construction Contract (SFCC) is made as of the ____ day of _______ 2018 by and between the University of Maryland at Baltimore County ("UMBC" and/or "University") and ______________________, ____________________________ (address), FID #__=___________ ("Contractor").

WITNESSETH:

1. The University has issued a procurement solicitation in connection with the provision of Construction Management at Risk services on UMBC's RAC Renewal Project.

2. The Contractor has responded to that solicitation and has been awarded the contract to perform work in connection with that procurement.

Now therefore for good and valuable consideration the parties agree as follows:

1. The Contract consists of the following documents:

   RFP #BC-21101-C Document dated __________;
   RFP #BC-21101-C Addendum #1 dated __________;
   RFP #BC-21101-C Addendum #1 dated __________;
   RFP #BC-21101-C Addendum #1 dated __________;
   ______________________ (Contractor) Technical Proposal dated __________ for the categories of Key Personnel and MBE participation only; and,
   ______________________’s Price Proposal dated __________.

   all of which are collectively referred to as the Contract Documents all of which are incorporated into this SFCC as it is fully set forth.

2. The Contractor shall completely perform its obligations under the Contract in a timely manner.

3. The Contractor shall diligently prosecute the Work awarded for the specific task orders under this Contract.

(Signatures to be on following page)
IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written

(Contractor)

By: ________________________________

Print Name: ________________________________

Title: ________________________________

University of Maryland, Baltimore County

By: ________________________________

Print Name: Terry Cook

Title: Sr. Associate Vice President for Administrative Services

BUDGETARY DATA:

Requisition No. ________________________________

Fund: ________________________________

Budget: ________________________________

Approved by Board of Public Works: Item No. _____ Date: ______________
MBE ATTACHMENT 1-1A - PART 3

MBE PARTICIPATION SCHEDULE

(TO BE COMPLETED BY THE AWARDED CMAR FIRM IN GMP SUBMITTAL(S))

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract value allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

<table>
<thead>
<tr>
<th>Prime Contractor</th>
<th>Project Description</th>
<th>Project/Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

<table>
<thead>
<tr>
<th>MBE Prime Firm Name: ____________________________</th>
<th>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): ______% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</th>
</tr>
</thead>
</table>
| MBE Certification Number: ________________________ | □ Supplier  
| (If dually certified, check only one box.)       | □ Manufacturer  
| □ African American-Owned                        | □ Broker  
| □ Hispanic American- Owned                      | □ Furnish and Install  
| □ Asian American-Owned                          | □ Services  
| □ Women-Owned                                   | □ Other  
| □ Other MBE Classification                      |                                                                 |

Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): ______%  

Description of the Work to be performed with MBE prime’s own forces:

________________________________________________________

________________________________________________________
SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

| MBE Firm | Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): 

| Name: |  

| MBE Certification Number: |  

| (If dually certified, check only one box.) |  

| African American-Owned |  

| Hispanic American-Owned |  

| Asian American-Owned |  

| Women-Owned |  

| Other MBE Classification |  

| Description of the Work to be Performed: |  

| |  

---

| MBE Firm | Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): 

| Name: |  

| MBE Certification Number: |  

| (If dually certified, check only one box.) |  

| African American-Owned |  

| Hispanic American-Owned |  

| Asian American-Owned |  

| Women-Owned |  

| Other MBE Classification |  

| Description of the Work to be Performed: |  

| |  

---

| MBE Firm | Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): 

| Name: |  

| MBE Certification Number: |  

| (If dually certified, check only one box.) |  

| African American-Owned |  

| Hispanic American-Owned |  

| Asian American-Owned |  

| Women-Owned |  

| Other MBE Classification |  

| Description of the Work to be Performed: |  

| |  

---
MBE Firm
Name: ________________________________

MBE Certification Number: ________________________________

(If dually certified, check only one box.)
☐ African American-Owned
☐ Hispanic American- Owned
☐ Asian American-Owned
☐ Women-Owned
☐ Other MBE Classification

Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal):

% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.

☐ Supplier
☐ Manufacturer
☐ Broker
☐ Furnish and Install
☐ Services
☐ Other

Description of the Work to be Performed:
________________________________________
________________________________________

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Participation schedule, and (ii) the information contained in the MBE Participation Schedule (Part 3) is true to the best of my knowledge, information and belief.

Proposer Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS PART 3 – MBE PARTICIPATION SCHEDULE BY THE AWARDED FIRM WITH ITS GMP SUBMITTAL(S)
<table>
<thead>
<tr>
<th>LEVEL</th>
<th>DESCRIPTION</th>
<th>CONTROL BUDGET</th>
<th>CONTROL COST PER SF</th>
<th>CURRENT PRICING</th>
<th>CURRENT COST PER SF</th>
<th>COMMENTS</th>
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<td>$0.03</td>
<td>$12,931,329</td>
<td>$199.25</td>
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<tr>
<td>7</td>
<td>PRECONSTRUCTION/ DESIGN CONTINGENCY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>701</td>
<td>Preconstruction/ Design Contingency</td>
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<td>$0.00</td>
<td>$1,298,132</td>
<td>$19.92</td>
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<td>Escalation Contingency</td>
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<td>0.00</td>
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<td>0.00</td>
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<tr>
<td></td>
<td>SUBTOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$1,298,132</td>
<td>$19.92</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GENERAL CONDITIONS &amp; FEE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>General Conditions/ Fee</td>
<td>$0</td>
<td>$0.00</td>
<td>$1,651,449</td>
<td>$25.35</td>
<td></td>
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<tr>
<td></td>
<td>SUBTOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$1,651,449</td>
<td>$25.35</td>
<td></td>
</tr>
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<td>DESCRIPTION</td>
<td>CONTROL BUDGET</td>
<td>CONTROL COST/PER SF ($/101)</td>
<td>CURRENT PRICING</td>
<td>CURRENT COST/PER SF ($/101)</td>
<td>COMMENTS</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------</td>
<td>----------------</td>
<td>-----------------------------</td>
<td>-----------------</td>
<td>-----------------------------</td>
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</tr>
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<td>9.001</td>
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<td>$0.00</td>
<td>$426,798</td>
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<td>SUBTOTAL</td>
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<td>$0.00</td>
<td>$426,798</td>
<td>$6.55</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL PROJECT CONSTRUCTION COST</td>
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<td>$0.00</td>
<td>$16,357,899</td>
<td>$281.07</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C

GENERAL CONDITIONS LISTING FOR NON-PERSONNEL ITEMS
GENERAL CONDITIONS ITEMS ARE TO BE QUOTED BY THE CM ON A NOT-TO-EXCEED (NTE), REIMBURSABLE BASIS PER THE RFP AND ARE TO INCLUDE BUT ARE NOT NECESSARILY BE LIMITED TO:

MOBILIZATION

Move on site and establish appropriate field offices.

TEMPORARY FACILITIES

Provide Field office trailer(s) and include one (1) office for use by the AE and one (1) office for use by the University’s project management staff in the field office trailer(s).

Provide Field office furniture (if newly purchased, this furniture is to be turned over to the University, if requested).

Provide Field office telephones and office supplies.

Provide field office computers (lease) for project tracking purposes to be used with CM software (Accounting, tracking, scheduling, and word processing).

Provide appropriate office type equipment (copying machine, fax machine, etc.) for field office use (if newly purchased, this furniture is to be turned over to the University, if requested).

Provide field personnel cell phones, pagers and two way radios throughout construction phases, as applicable.

Provide Field office electrical power connections.

Include Field office heating costs other than University supplied electricity.

Provide temporary sanitary facilities.

Provide job site elevator, as applicable

Note: Temporary heat and electric, if applicable, are to be part of the Mechanical and Electrical Contractors respectively.

PLANS/SURVEY’S/PERMITS/TESTING

Provide reproduction of Construction Documents during construction phase.

Provide surveyors services (Site surveys, building and site layouts, etc.), as required.

Acquire required permits and provide required third party inspection/testing services (Soils, Concrete, Steel, etc.)

Provide samples and mock-ups as required in the project specifications.
SAFETY/PROTECTION/CLEAN-UP

Establish and maintain an onsite safety program throughout construction phase(s) inclusive of furnishing and maintaining fire extinguishers, first aid station, and safety lights.

Install and maintain temporary facilities as required: safety barricades and canopies, partitions, door and window closures, ladders, stairs, site fencing, signage, roads, and traffic control devices.

Provide daily site clean-up, trash collection and removal inclusive of rubbish chutes, as applicable.

Provide and maintain site security throughout project construction phase(s).

Provide site snow removal as may be required throughout project construction phase(s).

Provide protection of adjacent property, buildings, utilities and elevator cabs.

Provide temporary Weather and Dust protection (That which must practically remain outside of sub-contracts) as may be required during construction phases.

TOOLS/EQUIPMENT

Provide small power/hand tools and equipment as may be required by the CM’S field staff only.

Establish and maintain an appropriate shipping/receiving system.

Provide miscellaneous materials.

GENERAL

Provide progress photos throughout project construction phases; once a month is the minimum and as may be required to document special conditions.

Provide additional drawings and documents as needed during the construction phase(s) to the owner, architect/engineer, and subcontractors.

Provide elevator operator(s), as applicable.

PROJECT FIELD STAFFING

Field staffing needs shall be provided by the CM on a reimbursable basis per the RFP documents and the CM’s Staff Reimbursable breakdown provided in the CM’s Price Proposal, and is limited to the specific staff positions listed therein. All costs for other CM staff members not specified in the RFP are to be included in the CM’s Construction Phase fee. Allowable costs will be at the quoted hourly, billing rate per the CM’s contract; these rates include automobile/travel expenses except for the following:

- Travel expenses for field personnel related to offsite equipment/materials, surveys and inspections and visits to the manufacturer’s plant only.

- If the Field Superintendent is provided with a pick-up truck or similar vehicle to use on the site, the costs associated with this vehicle are considered under this allowance; however, the associated monthly costs must be identified in the GMP submittal and approved by the University.

Living expenses, if any, associated with the CM’s on site staff per the RFP documents which is limited to the specific staff positions listed therein.
Note: Field support staff necessary to perform General Conditions work (laborers, craftsmen, etc.) shall be quoted as an allowance in the CM's Non-Personnel General Conditions costs. The costs for this quoted allowance are to be included in Proposer's Non-Personnel General Conditions and the price proposal form provides space on the Non-Personnel General Conditions Breakdown Attachment to identify the allowance amount.

INSURANCE/BOND

Provide 100% Performance & Payment Bonds in accordance with Section 00700 and any riders requested by the University for contract amendments.

Provide CM liability insurance in accordance with Section 00700. Please note that insurance proceeds cannot be used for legal costs.

Provide a builders risk insurance policy in the amount of the GMP in accordance with Sections 00700. Please note that insurance proceeds cannot be used for legal costs.

CLOSE-OUT/DE-MOBILIZATION

Provide punch list clean-up inclusive of patching and repainting, as needed.

Provide final site/facility clean-up including, but not limited to, floors, walls, doors, windows, glass, and hardware.

Restoration of the site, as applicable, inclusive of repair pavement and sidewalks.

Provide final release of liens for all contracts.

Provide as-built set drawings to the University for use by the A/E in record drawing preparation.

Turn over one copy of project files and records for University archives, in the required format.

Provide final project construction costs in both the CSI format and the Building Component format.
ATTACHMENT E
PRICE PROPOSAL FORM
Ms. Terry Cook  
University of Maryland, Baltimore County  
1000 Hilltop Circle, Administration Building, 7TH Floor  
Baltimore, MD 21250

Dear Ms. Cook:

The undersigned, hereby submits a price proposal for the construction management services for the UMBC Interdisciplinary Life Sciences Building (ILSB) Project as set forth in the UMBC RFP #BC-21101-C dated 5/15/18 and Addenda as follows:

Addendum No. ___ Dated ______
Addendum No. ___ Dated ______
Addendum No. ___ Dated ______
Addendum No. ___ Dated ______
Addendum No. ___ Dated ______
Addendum No. ___ Dated ______

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the following guaranteed maximum price:

1. PART A. PRE-CONSTRUCTION PHASE:

   1.1 Total Programming Services Construction Management Fee:
       (in words and figures)

   ____________________________________________________________ ($_____________

   1.2 Total Pre-Construction Services Construction Management Fee*:  
       (in words and figures)

   ____________________________________________________________ ($_____________

*In the Pre-construction Services CM Fee, proposers are to include a total of $160,000 of University allowances (These are: $25,000 allowance for reproduction costs associated with trade contract bidding; $95,000 for Site Investigation; and, $40,000 Third Party Commissioning Allowance – Design Phase) in its quoted CM Pre-construction Services fee. The attached schedule for the tasks associated with pre-construction is to be completed as part of the price proposal form.
2. **PART B. TOTAL CONSTRUCTION PHASE CM FEE:** The total projected hard construction costs (Project Construction Budget) for this Construction Project are as follows: $18,400,000 inclusive of CM fees, General Condition allowance of $510,000 (including the Third Party Inspections and Testing allowance of $250,000; a $60,000 Exact Built document allowance; and a $200,000 Building Commissioning Agent allowance) and the CM-GMP contingency, but exclusive of the University/Owner's Construction contingency and A/E fees.

**Total Construction Services Construction Management Fee:** (in words and figures)

$_________________________ ($__________)

3. **PART C: TOTAL REIMBURSABLE ITEMS:** Each Proposer is to provide Not-to-exceed amounts for (i) General Conditions - On Site Staff Reimbursables, (ii) General Conditions Non-Personnel items per the RFP (bonds and insurance are to be quoted separately) and (iii) CM-GMP Contingency for the Project (which must be a minimum of 1.75% of the Project Construction Budget).

3.1 **GENERAL CONDITIONS – TOTAL ON SITE CM STAFF REIMBURSABLES** *ONLY FOR THE PROJECT BUT INCLUDING THE $200,000 Building Commissioning Agent allowance noted in #2 above. [Note: Non-personnel General Conditions items per Attachment C of the RFP are not to be included herein but included in #3.2 below.]:

Total General Conditions-On Site CM Staff Reimbursables

(In words and figures)

$_________________________ ($__________)

3.2 **GENERAL CONDITIONS FOR TOTAL NON-PERSONNEL REIMBURSABLE COSTS** per Attachment C of the RFP document (inclusive of insurance (liability, workmen’s compensation and builder’s risk) and 100% performance and payment bonds) as well as the $250,000 testing and inspection allowance and the $60,000 exact built document allowance for the project as noted above in #2. Note: Firm fixed prices for bonds and insurance are to be quoted. The remaining items under this non-personnel reimbursable allowance should be quoted as a lump sum not-to-exceed amount.

3.2.1 Performance and Payment Bonds $_________________________

3.2.2 Insurance $_________________________

3.2.3 Balance of Non-Personnel $_________________________

(Total amount cannot be less than 3.5% of project construction costs)

3.2.4 **Total Non-Personnel Reimbursable:** (in words and figures)

$_________________________ ($__________)

Page 2 of 4

Signer's Initials: ____________
3.3 **TOTAL CM-GMP Contingency**: Quoted amount of this contingency (see Section 00400 for details on this) for the Project. Note: The quoted CM-GMP contingency must be no less than 1.75% of the project construction costs:

Total CM-GMP Contingency (in words and figures)

__________________________________________ (§______)

3.4 **Total Not-to-Exceed (NTE) CM Reimbursable Costs** (sum of 3.1, 3.2.4 and 3.3):

(in words and figures)

__________________________________________ (§______)

4. **TOTAL CM PRICE PROPOSAL (SUM OF #1.1, #1.2, #2, and #3.4)**

(in words and figures)

__________________________________________ (§______)

5. **Billable, hourly rates for on-site staff:**

<table>
<thead>
<tr>
<th>#</th>
<th>Position</th>
<th>Regular Rate</th>
<th>Overtime Rate</th>
<th>Second Shift Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2</td>
<td>Assistant Project Manager</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>3</td>
<td>Field Superintendent</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>4</td>
<td>Assistant Superintendent</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>5</td>
<td>Foreman</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>6</td>
<td>Project Engineer (A/S/C)</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>7</td>
<td>Project Engineer (M/E/P)</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>8</td>
<td>Field Secretary/Clerk</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>9</td>
<td>Clerk/Document Control Person</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>10</td>
<td>BIM Manager</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>11</td>
<td>Quality Control Manager</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>12</td>
<td>Close Out Engineer</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>13</td>
<td>Field Accountant</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>14</td>
<td>Commissioning Agent</td>
<td>$ Allowance</td>
<td>$ Allowance</td>
<td>$ Allowance</td>
</tr>
<tr>
<td>15</td>
<td>Test Engineer</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>17</td>
<td>Safety Manager</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

We understand that by submitting a proposal, we are agreeing that (i) the Project schedule will be met and (ii) the total hard construction cost for the Project, as set forth in the Contract shall not exceed the amount of the Project Construction Budget as noted above. We understand that any and all savings accrued during the Construction Phase of the Project are for the benefit of and shall revert to the University.

Page 3 of 4

Signer's Initials: ___________
We understand that for any or no reason the University, at its sole discretion, can decline to accept the Construction Manager's GMP for a trade package or group of trade packages and can decline to amend the contract to reflect these items and the applicable Construction Phase CM fee and thereupon, without penalty, the Construction Manager's agreement will terminate automatically according to its terms. We further understand that the approval by the Board of Public Works and/or the University System of Maryland Board of Regents for the amendment(s) to the Contract, if applicable, may be withheld at its sole discretion. If such approval is withheld, the Contract will terminate automatically according to its terms.

We understand that Prevailing Wages (to be provided by the University prior to the bidding of trade packages by the CM) are to be paid during the construction phase and these wages will apply on entire Project. We understand that a Bid Bond is required with this Price Proposal. We understand that a 100% Performance & Payment Bond is required with the issuance of any Construction Contract Amendment to incorporate trade work into the CM Contract.

We also understand that the Bid/Proposal Affidavit, MBE Attachment 1-1A, Part 2 Affidavit, proof of the Proposer's Contractor's license under Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland and our MBE participation commitment above the 20% requirement, if any, provided with our Technical Proposal remain in force under this Price Proposal phase.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price and that the signatory is authorized to financially obligate the Proposer. Sign where applicable below.

SIGNED: ______________________________

PRINTED NAME: _______________________

TITLE: ________________________________

DATE: ________________________________

Attachments to be completed and included in the submitted Price Proposal:

- Programming Tasks Breakdown
- Pre-Construction Tasks Breakdown
- Staff Reimbursable Breakdown Attachment A
- Non-Personnel General Conditions Breakdown Attachment B

Signer's Initials: __________
### UMBC RAC RENEWAL PROJECT
RFP #BC-21101-C
PROGRAMMING SERVICES SCHEDULE OF COSTS

PROPOSER'S NAME: ____________________________________________

PLEASE NOTE THE FOLLOWING:

1. This attachment is to be included with the Proposer's Price Proposal.
2. This attachment is per Section 00400 Scope of Services for the Programming Phase per the RFP documents inclusive of issued addendum.

<table>
<thead>
<tr>
<th>#</th>
<th>Service Provided</th>
<th>Quoted Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost Estimating Services</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Preliminary 18-month Construction Schedule with recommendations to improve on this time frame, if possible</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Preliminary Project Plan to include sequencing of the work given the occupied setting</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>
# ITEM | QUOTED COST | SUBTOTAL
--- | --- | ---
1. Project Review/Design Progress Meetings | | |
2. Value Engineering Services | | |
3.1 Schematic Design | | |
3.2 Design Development | | |
3.3 Construction Documents | | |
2.4 Subtotal for VE | | |
3. Cost Estimating Services (inclusive of ad hoc estimating as needed) | | |
3.1 100% Concept Design | | |
3.2 100% Schematic Design | | |
3.3 100% Design Development | | |
3.4 50% Construction Documents | | |
3.5 100% Construction Documents | | |
3.6 Subtotal for Cost Estimating Services | | |
4. Scheduling Services | | |
4.1 Schematic Design | | |
4.2 Design Development | | |
4.3 Construction Documents | | |
4.4 Subtotal for Scheduling Services | | |
5. Constructability/Design Review | | |
5.1 Schematic Design | | |
5.2 Design Development | | |
5.3 Construction Documents | | |
5.4 Subtotal for Constructability/Design Review Services | | |
6. Bidding and GMPs Preparation | | |
7. Pre-construction allowances | | |
Site Investigation Allowance | $95,000 | |
Reproduction allowance for trade bidding only | $25,000 | |
Third Party Commissioning Allowance-Design Phase | $40,000 | $160,000 |
8. Total Pre-Construction Fee | | |

*CM is to be reimbursed by the University for actual costs only within the University allowances for specified items with the written pre-approval by the University's Project Manager.*

Signer's Initials: ________

Page 1 of 1
STAFF REIMBURSABLE BREAKDOWN ATTACHMENT A – CONSTRUCTION PHASE

PROPOSER'S NAME: __________________________________________

PLEASE NOTE THE FOLLOWING:

1. This attachment is to be included with the Proposer's Price Proposal. *(Hours for each position must, at a minimum, match those provided in the technical proposal.)* Hours are to be based on 2080 hours per year.

2. If any of the positions noted below will not be filled by the Proposer, the Proposer is to note in the space provided what position will be handling the duties associated with the unfilled position.

<table>
<thead>
<tr>
<th>Position</th>
<th>Estimated Total Hours</th>
<th>Hourly Rate</th>
<th>Total Not-to-Exceed Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager (must be full time)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Superintendent (must be full time)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Superintendent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer (A/S/C)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer (M/E/P)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Secretary/Clerk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerk/Document Control Person</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Accountant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Close Out Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BIM Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Control Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Test Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioning Agent</td>
<td></td>
<td></td>
<td>200,000</td>
</tr>
<tr>
<td>Totals:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signer's Initials: _______
UMBC RAC RENEWAL PROJECT - RFP #BC-21101-C
NON-PERSONNEL GENERAL CONDITIONS BREAKDOWN ATTACHMENT B

PROPOSER'S NAME:

PLEASE NOTE THE FOLLOWING:
1. This attachment is to be included with the Proposer's Price Proposal.
2. This attachment is per Attachment C of the RFP documents excluding field staffing as the breakdown for such staff reimbursables to be handled under a separate breakdown.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td></td>
</tr>
<tr>
<td>Temporary Facilities inclusive of office trailer(s), field office furniture, field office telephones and supplies, field office electrical power connections and heating/cooling costs, temporary sanitary facilities on the job site, and job site elevator</td>
<td></td>
</tr>
<tr>
<td>Tools/Equipment – small power/hand tools and equipment as may be required by the CMAR firm’s field staff only; establish and maintain an appropriate shipping/receiving system, and miscellaneous materials.</td>
<td></td>
</tr>
<tr>
<td>Plans/survey/permits/testing – reproduction costs during construction, surveyors services for site surveys, building and site layouts, etc. as required, required permits, etc. (inclusive of the $250,000 testing/inspection allowance)</td>
<td></td>
</tr>
<tr>
<td>Safety/Clean Up - on site safety program through construction inclusive of furnishing and maintain fire extinguishers, first aid station, safety lights, safety barriers and canopies, partition, door, and window closures, ladders, stairs, site fencing, signage. Roads and traffic control devices, daily site clean-up, trash collection, and removal inclusive of rubbish chutes, as applicable (excluding the final cleaning as this is part of demobilization), site security, snow removal and pest control, protection of adjacent property, utilities, etc.</td>
<td></td>
</tr>
<tr>
<td>General Items (i.e., weather and dust protection, photos, filed office computers, office equipment, pagers, two way radios, and travel expenses for off-site surveys and inspections and inclusive of $60,000 exact built document allowance)</td>
<td></td>
</tr>
<tr>
<td>Close out/De-mobilization – punch list clean-up inclusive of patching and repainting, as needed, final site/facility clean-up including, but not limited to, floors, walls, doors, windows, glass and hardware, restoration of the site, final lien releases, as-built drawings and project close out documents.</td>
<td></td>
</tr>
<tr>
<td>Field Support Staff Allowance to perform General Conditions work</td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td></td>
</tr>
<tr>
<td>Insurance (Refer to 6.05 and 6.06 of Section 00700)</td>
<td></td>
</tr>
<tr>
<td>Bond (100% Performance and Payment Bonds)</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL:

Signer's Initials: _______
ATTACHMENT F

UMBC Division 1 General Requirements
UMBC Division 1 General Requirements

The following paragraphs do not represent the entire final Division 1 General Requirements for the project, but will be included in the final version of the project specification and shall be considered requirements of the project.

SECTION 011000

SUMMARY

- Project Management Software: Web-based project management software administered by the Owner will be used for the purpose of managing communication and documents during the construction stage.

- ACCESS TO SITE
  - General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
  
  - Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
    - Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- UTILITY OUTAGES
  - Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted by Owner.
    - Notify Owner in writing not less than 10-days in advance of proposed utility interruption.
    - Include information regarding type of service, area affected, and proposed duration of outage.
    - Coordinate in advance the proposed activities of utility operator, Owner, and Contractor in conducting the outage.
  
  - Do not proceed with utility interruptions without Owner’s written permission.
• Hours for Utility Shutdowns:
  ▪ For limited outages that do not adversely affect campus operations, utility outages will be conducted between 7:30 a.m. and 4 p.m., Monday through Friday, except University holidays.
  ▪ Provide off-hours work for utility shutdowns where required to prevent conflict with campus operations.

• WORK RESTRICTIONS

  o On-Site Work Hours: Work shall be generally performed during regular work hours, except as otherwise indicated or as allowed on a project-by-project basis.
    ▪ Regular work hours: Between 7 a.m. and 7 p.m.
    ▪ Regular work days: Monday through Friday, except on University holidays and University non-work days.
    ▪ Non-work days will be established by Owner on a project-by-project basis.
    ▪ Non-work days may include resident student move-in days, commencement day, or other high activity days that involve an exceptional amount of campus traffic.
    ▪ Work outside regular work hours or days (off-hours): Provide written request to Owner not less than 7-days prior to proposed work outside regular work hours or days. Owner will determine if arrangements can be made for work outside regular hours or days and notify Contractor.
      • Owner recognizes that work hours and project requirements may vary considerably from project-to-project.
      • Approval to work outside regular hours and days will not be unreasonably withheld, provided that campus operations and occupancy are not adversely impacted.

  o Work that disrupts the routine business of the campus, such as major outages and high noise level activities, shall be coordinated and scheduled with Owner to minimize interference with ongoing campus operations.
    ▪ Disruptive activities may require off-hours work to avoid interference with ongoing campus activities.
    ▪ Notify Owner not less than seven (7) days in advance of proposed disruptive operations.
    ▪ Obtain Owner’s written permission before proceeding with disruptive operations.

  o Quiet Times or Days: Quiet times or days will be established by Owner on a project-by-project basis.
    ▪ Quiet times may include exam periods or other sensitive times when even routine construction noise is to be avoided.

  o Employee Identification: Provide owner-approved identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
• Employee Screening: Comply with Owner's requirements for [drug][and][background] screening of Contractor personnel working on Project site.
  ▪ Maintain list of approved screened personnel with Owner's representative.

• PARKING REQUIREMENTS

  • Valid UMBC parking permit must be displayed on vehicles parked in non-metered parking spaces on campus. Parking permits are enforced year round, between the following hours:
    ▪ Monday through Thursday: 7:00 AM to 7:00 PM.
    ▪ Friday: 7:00 AM to 3:30 PM.

  • Failure to display parking permit or parking in unauthorized locations may result in issuance of a citation. A parking violation issued against a vehicle without a permit will be charged to the registered owner of the vehicle.

  • Confine parked vehicles to designated parking spaces unless otherwise approved in writing.

  • When practical for the University, each Contractor and each primary subcontractor will be issued one Service Area parking permit. Issuance of a parking permit does not guarantee that a Service Area parking space is available in the vicinity of the project site.

  • UMBC Project Manager will notify UMBC Parking Services of contractor parking needs. Parking permits for contractors are available only when UMBC Parking Services has been notified about the project in advance by UMBC Project Manager.
    ▪ For each vehicle requiring a parking permit, complete Contractor Parking Permit application and submit to UMBC: Parking Services in Facilities Management Building. UMBC Project Manager will provide appropriate application form for use.

• CONDUCT AND DISCIPLINE

  • Contractors are expected to perform their work efficiently and effectively and to be mindful of the proper conduct expected by the University. Contractors shall enforce the following among their direct and indirect employees on University property or at University workplaces:
    ▪ Be courteous and refrain from conduct or actions that are offensive.
    ▪ Do not, under any circumstances, fraternize with University students or employees.
    ▪ Normal business dealings with University employees are not considered to be fraternization.
• DRIVING RULES AND REGULATIONS

○ In addition to requirements stated below, Maryland State Motor Vehicle Laws apply to and are enforceable on UMBC campus.

○ Safety: Drivers shall have their vehicles under control at all times. Vehicles shall not be operated in a manner that endangers the life or safety of the driver, passengers, or pedestrians.
  ▪ Exercise caution and be alert for pedestrians and bicyclists. Yield right-of-way as required by state law and as required to maintain a safe environment for the campus community.
  ▪ Drive responsibly; practice defensive driving by anticipating situations and conditions that could be hazardous. Be alert for vehicles backing out of parking spaces into traffic.

○ Vehicle operators shall obey lawful directions of university police officers.

○ Driving Areas: Vehicles shall be driven only on the paved roads and parking areas intended for that purpose. Driving is not permitted on sidewalks, walkways, lawns, vegetated areas, or similar spaces, unless specifically authorized in writing.

○ In the event that vehicle access beyond Driving Areas is unavoidable, Contractor shall request permission in writing and shall provide details including purpose, proposed route, and duration.
  ▪ Owner will consider Contractor requests for vehicle access beyond Driving Areas on a case-by-case basis.
  ▪ Site construction areas will be handled on a case-by-case basis to comply with the indicated limit of disturbance.

○ Identification and insurance: Operators of motor vehicles shall have in their possession a valid operator’s license and proof of insurance. Vehicles shall display a valid, up-to-date license plate (vehicle tag) in plain view.

• DRUG AND ALCOHOL POLICY

○ The use of illicit drugs and the inappropriate use of alcohol and prescription and non-prescription drugs can have serious adverse effects on an individual’s health, safety and job performance. The University requires Contractors to commit to providing a safe and reliable workplace, and to ensure that workers do not create a risk for themselves or others through the use of alcohol and drugs.

○ Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and shall remain in compliance through the term of this Contract.
SMOKING POLICY

- As of July 1, 2013, the UMBC campus is a smoke free campus. Refer to the following web link for additional information about Smoke-Free UMBC:
  - http://smokefree.umbc.edu/

- The UMBC campus has designated two approved smoking areas that are removed from major pedestrian areas. The two locations are as follows:
  - Park Road Smoking Area (adjacent to Lots 1 and 3).
  - Fine Arts Service Smoking Area (near the Fine Arts Building service area).

- Designated smoking areas are identified with signs and are provided with refuse containers for disposal of smoking material.

- Smoking outside of these two designated areas is subject to a fine of $50 per incident.

- Smoking refuse deposited on University grounds or pavement areas will be considered littering. The Contractor is responsible for collection and removal of litter deposited by their direct and indirect employees.

WORKPLACE VIOLENCE

- UMBC is committed to maintaining a work environment that is as free as possible from acts or threats of violence or intimidation. The safety and security of staff, faculty, students, and visitors are of vital importance. Violent or threatening behavior will not be tolerated.

- This policy applies to any acts of violence or threats made on UMBC property, at UMBC events, or under other circumstances that may negatively affect UMBC's ability to conduct business. Included in this prohibition are such acts or threats of violence made directly or indirectly, by words, gestures, or symbols, which infringe on the University's right or obligation to provide a safe workplace for its employees, students, and visitors. Refer to the following web link for additional information:
  - http://www.usmd.edu/Leadership/BoardOfRegents/Bylaws/SectionVI/V110.htm
• SEXUAL HARASSMENT

Sexual harassment impedes the ability of the campus community to support the intellectual, professional, personal, and social development of students, faculty and staff. It threatens the legitimate expectation of the campus community that academic or employment opportunity and progress is determined only by the published requirements for job, academic and extra curricula performance.

UMBC is committed to maintaining a campus environment that is free of discrimination. Sexual harassment, a form of discrimination, is prohibited by state and federal law and will not be tolerated. Retaliation against persons raising concerns about sexual harassment or persons who are parties to sexual harassment complaints is also prohibited and will not be tolerated. All allegations of sexual harassment will be thoroughly and confidentially investigated in accordance with the University's Sexual Harassment Complaint Procedure. Additional information concerning the UMBC Policy Prohibiting Sexual Harassment and the Sexual Harassment complaint procedure can be found at the following web link:

• [http://www.umbc.edu/ola/nondiscrimination.html](http://www.umbc.edu/ola/nondiscrimination.html)
SECTION 014000
QUALITY REQUIREMENTS

• SUMMARY

○ Section includes administrative and procedural requirements for quality assurance and
quality control.

○ Testing and inspecting services are required to verify compliance with requirements
specified or indicated. These services do not relieve Contractor of responsibility for
compliance with the Contract Document requirements.

■ Specific quality-assurance and -control requirements for individual
construction activities are specified in the Sections that specify those activities.
Requirements in those Sections may also cover production of standard
products.
■ Specified tests, inspections, and related actions do not limit Contractor’s other
quality-assurance and -control procedures that facilitate compliance with the
Contract Document requirements.
■ Requirements for Contractor to provide quality-assurance and -control services
required by A/E, Owner, Commissioning Authority or authorities having
jurisdiction are not limited by provisions of this Section.
■ Specific test and inspection requirements are not specified in this Section.

• DEFINITIONS

○ Quality-Assurance Services: Activities, actions, and procedures performed before and
during execution of the Work to guard against defects and deficiencies and
substantiate that proposed construction will comply with requirements.

○ Quality-Control Services: Tests, inspections, procedures, and related actions during and
after execution of the Work to evaluate that actual products incorporated into the Work
and completed construction comply with requirements. Services do not include
contract enforcement activities performed by A/E, or Owner

○ Preconstruction Testing: Tests and inspections performed specifically for Project before
products and materials are incorporated into the Work, to verify performance or
compliance with specified criteria.

○ Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a
testing agency qualified to conduct product testing and acceptable to authorities
having jurisdiction, to establish product performance and compliance with specified
requirements.
Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

- Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction. Individual Specification Sections may require more extensive experience.

- CONFLICTING REQUIREMENTS

Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. If conflicting requirements are different, but apparently equal, submit a request for clarification to A/E before proceeding.

Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. In the case of uncertainties, submit a request for a decision to A/E before proceeding.
INFORMATIONAL SUBMITTALS

- Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

- Qualification Data: For Contractor's quality-control personnel.

- Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

- Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - Specification Section number and title.
  - Entity responsible for performing tests and inspections.
  - Description of test and inspection.
  - Identification of applicable standards.
  - Identification of test and inspection methods.
  - Number of tests and inspections required.
  - Time schedule or time span for tests and inspections.
  - Requirements for obtaining samples.
  - Unique characteristics of each quality-control service.

CONTRACTOR'S QUALITY-CONTROL PROGRAM

- Establish and maintain a quality-control program for both on-site and off-site work.

- Quality-Control Program shall include not less than the following:
  - Quality-Control Manager.
  - Quality-Control Plan.
  - Coordination and Mutual Understanding Meeting.
  - Quality-Control Meetings.
  - Three phases of control.
  - Submittal review and approval.
  - Testing.
  - Quality-Control certifications and documentation as required ensuring compliance with contract requirements.

- Quality-Control Manager Qualifications: Not less than 10-years combined experience as superintendent, project manager, or approved comparable position managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project. Individual shall have experience in areas of hazard identification and safety compliance.
- Quality-Control manager may not serve as Senior Project Manager, Project Manager or Project Superintendent.

- Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Owner and include the following information:
  - Identification of Quality-Control (QC) Manager and alternate QC Manager proposed to serve during absence of designated QC Manager.
  - Procedures for reviewing, approving and managing submittals.
  - Testing plan and log that includes tests required, related specification section and paragraph number requiring tests, frequency, entity responsible for performing tests.
  - List of each Definable Feature of Work (DFOW) as follows:
    - Each task, separate and distinct from other tasks, having the same control requirements and work crews.
    - Cross-reference list to Construction Schedule and specification sections.
  - Procedures for providing three phases of control indicated.

- Coordination and Mutual Understanding Meeting:
  - During pre-construction conference with trade contractors, discuss QC program to confirm there is a mutual understanding of QC program requirements, documentation, and procedures.

- Quality-Control Meetings:
  - QC Manager shall conduct at least once every two weeks with trade contractor(s) responsible for ongoing and upcoming work. Prepare minutes and distribute to those involved, including Owner and A/E.
  - Meeting agenda shall include the following:
    - Review minutes of previous meeting.
    - Review schedule and status of work.
    - Review status of submittals.
    - Review work to be accomplished in next two weeks and documentation required.
    - Identify and resolve open issues.

- Three Phases of Control: Provide three phases of control as follows for each Definable Feature of Work:
  - Preparatory Phase.
  - Initial Phase.
  - Follow-up Phase.
  - Document the results of each activity as indicated. Prepare minutes when required to record important decisions and discussions. Distribute minutes to those involved, including Owner and A/E.

  - Preparatory Phase of Control: Notify Owner at least two work days in advance of each preparatory phase activity. Conduct preparatory phase activity with trade contractor responsible for the definable feature of work. Document the results of preparatory
phase actions in Contractor’s daily report and in QC checklist. Perform the following prior to beginning work on each definable feature of work:

- Review each paragraph of applicable specification sections.
- Review applicable drawings.
- Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved.
- Verify receipt of preconstruction test results, if required.
- Review testing plan and ensure that provisions have been made to provide required QC testing.
- Examine work area to ensure that required preliminary work has been completed.
- Confirm required materials are on hand and conform to approved submittal data.
- Confirm field samples, if required, are completed and approved.
- Review appropriate Activity Hazard Analysis to ensure that applicable safety requirements are met, and that required Material Safety Data Sheets (MSDS) are submitted.
- Discuss specific controls, construction methods, and approach that will be used to provide quality construction by planning ahead and identifying potential problems for each DFOW.

○ Initial Phase of Control: Notify Owner at least two work days in advance of each initial phase activity. Prior to starting work on a Definable Feature of Work, conduct Initial Phase activity with the responsible trade contractor. Observe the initial segment of the work to ensure that it complies with contract requirements. Document the results of the Initial Phase in daily Contractor's Report and in the QC checklist. Perform the following for each Definable Feature of Work:

- Establish quality of workmanship required.
- Resolve conflicts or questions.
- Ensure that testing is performed, if required.
- Check work procedures to ensure that applicable safety requirements are met.

○ Follow-Up Phase of Control: Perform the following for on-going work daily, or more frequently as necessary, until the completion of each Definable Feature of Work and document in the daily Contractor's Report and in the QC checklist:

- Ensure the work is in compliance with contract requirements.
- Maintain the quality of workmanship required.
- Ensure that testing is performed, if required.
- Ensure that rework items are being corrected.
- Ensure manufacturer's representatives have performed necessary inspections, if required.

○ Additional Preparatory and Initial Phases of Control: Conduct additional preparatory and initial phases for the same Definable Feature of Work if the quality of on-going work is
unacceptable, if supervisory or installation personnel change, or if other problems develop.

- Notify Owner as soon as possible in advance of repeating preparatory and initial control phases.
- Indicate types of corrective actions required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups or field samples.

★ REPORTS AND DOCUMENTS

- Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following as appropriate to the scope of the test or inspection:
  - Date of issue.
  - Project title and number.
  - Name, address, and telephone number of testing agency.
  - Dates and locations of samples and tests or inspections.
  - Names of individuals making tests and inspections.
  - Description of the Work and test and inspection method.
  - Identification of product and Specification Section.
  - Complete test or inspection data.
  - Test and inspection results and an interpretation of test results.
  - Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - Name and signature of laboratory inspector.
  - Recommendations on retesting and reinspecting.

- Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - Name, address, and telephone number of technical representative making report.
  - Statement on condition of substrates and their acceptability for installation of product.
  - Statement that products at Project site comply with requirements.
  - Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - Statement whether conditions, products, and installation will affect warranty.
• Other required items indicated in individual Specification Sections.

○ Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  ▪ Name, address, and telephone number of factory-authorized service representative making report.
  ▪ Statement that equipment complies with requirements.
  ▪ Results of operational and other tests and a statement of whether observed performance complies with requirements.
  ▪ Statement whether conditions, products, and installation will affect warranty.
  ▪ Other required items indicated in individual Specification Sections.

○ Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

• QUALITY ASSURANCE

○ General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

○ Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

○ Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

○ Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

○ Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar in material, design, and extent to those indicated for this Project.

○ Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations.
Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

- Requirements of authorities having jurisdiction shall supersede requirements for specialists.

- Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

  - NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

- Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

  - Contractor responsibilities include the following:
    - Provide test specimens representative of proposed products and construction.
    - Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

  - Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to A/E, and Owner [and Commissioning Authority], with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
• QUALITY CONTROL

○ Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

○ Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
  - Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

○ Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

○ Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor’s responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

Testing Agency Responsibilities: Cooperate with A/E, Owner [, Commissioning Authority] and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

- Notify A/E, and Owner, Commissioning Authority and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
- Determine the location from which test samples will be taken and in which in-situ tests are conducted.
- Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
- Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
- Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
- Do not perform any duties of Contractor.

Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

- Access to the Work.
- Incidental labor and facilities necessary to facilitate tests and inspections.
- Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
- Facilities for storage and field curing of test samples.
- Delivery of samples to testing agencies.
- Preliminary design mix proposed for use for material mixes that require control by testing agency.
- Security and protection for samples and for testing and inspecting equipment at Project site.

Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

- Schedule times for tests, inspections, obtaining samples, and similar activities.

Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor’s construction schedule. Update as the Work progresses.
• Distribution: Distribute schedule to Owner, A/E, and Owner Commissioning Authority, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

• TEST AND INSPECTION LOG
  - Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
    - Date test or inspection was conducted.
    - Description of the Work tested or inspected.
    - Date test or inspection results were transmitted to A/E and Owner.
    - Identification of testing agency or special inspector conducting test or inspection.
  - Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for A/E’s and Owner’s Commissioning Authority’s reference during normal working hours.

• REPAIR AND PROTECTION
  - General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
    - Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 “Execution.”
  - Protect construction exposed by or for quality-control service activities.
  - Repair and protection are Contractor’s responsibility, regardless of the assignment of responsibility for quality-control services.
SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

• RELATED DOCUMENTS
  o Drawings and general provisions of the Contract, including General and Supplementary
    Conditions and other Division 01 Specification Sections, apply to this Section.

• SUMMARY
  o Section includes requirements for temporary utilities, support facilities, and security and
    protection facilities.

• USE CHARGES
  o General: Installation and removal of and use charges for temporary facilities shall be
    included in the Contract Sum unless otherwise indicated. Allow other entities to use
    temporary services and facilities without cost, including, but not limited to, Owner's
    construction forces, Architect, occupants of Project, testing agencies, and authorities
    having jurisdiction.
  o Water and Sewer Service from Existing System: Water from Owner's existing water
    system is available for use without metering and without payment of use charges.
    Provide connections and extensions of services as required for construction
    operations.
  o Electric Power Service from Existing System: Electric power from Owner's existing
    system is available for use without metering and without payment of use charges.
    Provide connections and extensions of services as required for construction
    operations.

• ACTION SUBMITTALS
  o Obtain Hot Work permit(s) before conducting work involving open flames, hot slag, or
    sparks.
    ▪ Permit applications are available at www.umbc.edu/safety.
      - Follow “Quicklinks” tab to Forms.
    ▪ Hot Work Permit Application: Complete and submit to Environmental Safety
      and Health Office not less than 7-days prior to any planned Hot Work activity.
      - Application may be submitted on line or in hard copy.
• Permits are issued for a specified location and timeframe. Submit a written request for renewal or modification if either location, timeframe, or work conditions change.

• INFORMATIONAL SUBMITTALS
  
  o Site Utilization Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

  o Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

  o Smoke Control Plan: For Welding or Other Operations that Produce Smoke or Fumes
  • Submit smoke control plan describing how smoke/fumes will be evacuated from building and will be prevented from entering HVAC air intake systems.

  o Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  • Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  • Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  • Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

• QUALITY ASSURANCE

  o Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70 and local regulations.

  o Tests and Inspections: For electrical work, arrange for non-governmental electrical inspector, approved by the Office of Maryland State Fire Marshal, to inspect temporary facilities and provide an electrical certificate.

• PROJECT CONDITIONS

  o Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent
service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

• PRODUCTS

• TEMPORARY FACILITIES

  o Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

  o Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
    - Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
    - Conference room of sufficient size to accommodate meetings of [10] <Insert number> individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
    - Drinking water and private toilet.
    - Coffee machine and supplies.
    - Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 degree F (20 to 22 degree C).
    - Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

• EQUIPMENT

  o Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

  o HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas heaters with individual space thermostatic control.
    - Do not use gasoline-burning space heaters, open-flame heaters, or salamander-type heating units.
    - Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
• Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures".

• EXECUTION

• INSTALLATION, GENERAL

  • Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

  • Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

• TEMPORARY UTILITY INSTALLATION

  • General: Install temporary service or connect to existing service.

    • Arrange with utility operator, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

  • Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

    • Connect temporary sewers to municipal system in accordance with applicable codes and as acceptable to Owner.

  • Water Service: Connect to Owner’s existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

  • Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

  • Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

  • Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.

- Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
- Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
- Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
- Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

- Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

Telephone Service: Provide telephone service for each field office.

- Post a list of important telephone numbers.
  - Police and fire departments.
  - Ambulance service.
  - Contractor's home office.
  - Contractor's emergency after-hours telephone number.
  - Architect's office.
  - Engineers' offices.
  - Owner's office.
  - Principal subcontractors' field and home offices.
- Other numbers as directed by Owner.
  - Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

- SUPPORT FACILITIES INSTALLATION
  - Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits.
    - Provide dust-control treatment that is non-polluting and non-tracking. Reapply treatment as required to minimize dust.
  - Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
    - Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
    - Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
    - If approved by Owner, delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 321216 "Asphalt Paving."
  - Traffic Controls: Comply with requirements of UMBC.
    - Protect existing site improvements to remain including curbs, pavement, and utilities.
    - Maintain access for fire-fighting equipment and access to fire hydrants.
  - Parking: Use designated areas of Owner's existing parking areas for construction personnel.
  - Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
    - Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
    - Remove snow and ice as required to minimize accumulations.
  - Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
    - Identification Signs: Provide Project identification signs as indicated on Drawings.
- Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project. Number and locations of signs are subject to Owner approval.
  - Provide temporary, directional signs for construction personnel and visitors.
- Maintain and touchup signs so they are legible at all times.

  - Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
  - Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
    - Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
  - Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

- SECURITY AND PROTECTION FACILITIES INSTALLATION

  - Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
    - Comply with work restrictions specified in Section 011000 "Summary."
  - Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to the erosion- and sedimentation-control Drawings approved by the authorities having jurisdiction.
    - Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
    - Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
    - Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
    - Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
   - Extent of Fence: As indicated on Drawings.
   - Maintain security by limiting number of keys and restricting distribution to authorized personnel.
   - Utilize keyed padlock furnished by Owner either separately or in conjunction with Contractor's padlock
     - Owner will provide number of keys authorized.

Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.
   - Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241, including performing duties entitled "Owner's Responsibility for Fire Protection"; manage fire-prevention program.
   - Prohibit smoking. UMBC is a non-smoking campus. Refer to Section 011000 "Summary".
• Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

• Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with UMBC Fire Marshal and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

• Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

• If using fire-suppression sprinkler systems or other permanent fire-protection systems, insert specific requirements.

• HOT WORK

  o Obtain Hot Work permit before conducting work involving open flames, hot slag, or sparks. Hot Work includes welding, brazing, soldering, torch-cutting, grinding, installation of torch applied roof systems, or any other similar operations.

  o Prepare work area according to permit requirements prior to allowing Hot Work. Maintain work area during Hot Work process according to permit requirements and the following:

    ▪ Remove or protect flammable or combustible materials within 35-feet of Hot Work.
    ▪ Clean floors and surfaces within 35-feet of hot work of combustible dust or debris.
    ▪ Cover openings or cracks in floors, walls, or ducts that are potential passages for sparks, heat, or flames.
    ▪ Protect sprinkler heads that could be activated by Hot Work.
    ▪ Cover smoke detectors that could be activated by Hot Work.
    ▪ For welding operations, provide welding shields for protection of workers and public.
    ▪ Exhaust smoke and fumes to building exterior.
    ▪ Monitor work area for fire-safe working conditions.
    ▪ Keep portable fire extinguisher with minimum 2-A:20-B:C rating readily accessible and within 30 feet of hot work.

  o Ventilation: Hot Work operations shall be ventilated (naturally or mechanically) in accordance with the Smoke Control Plan and shall:

    ▪ Limit worker exposure to hazardous concentrations of air borne contaminants.
    ▪ Prevent smoke and fumes from reaching occupied areas.
Provide Fire Watch for time period indicated on permit, but not less than 30-minutes after completion of Hot Work.

- Fire Watch: Trained individual, stationed in the Hot Work area, who monitors work area for beginnings of potential, unwanted fires both during and after Hot Work.
  - Individuals shall be trained with operation of portable fire extinguishers and methods to activate building fire alarm systems.
  - Individual assigned Fire Watch can have other assigned duties if these do not interfere with being an effective Fire Watch.

Where Hot Work area is accessible to public, post conspicuous signs stating: “CAUTION – HOT WORK IN PROGRESS – STAY CLEAR”.

Do not perform Hot Work in “Confined Space” without specific approval of the Office of Environmental Health and Safety.

- Confined Space: A space that has the following characteristics:
  - Large enough and so configured that an individual can bodily enter and perform assigned work.
  - Limited or restricted means for entry or exit.
  - Not designated for continuous employee occupancy.

- MOISTURE AND MOLD CONTROL

Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

- Protect porous materials from water damage.
- Protect stored and installed material from flowing or standing water.
- Keep porous and organic materials from coming into prolonged contact with concrete.
- Remove standing water from decks.
- Keep deck openings covered or dammed.

Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

- Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
- Keep interior spaces reasonably clean and protected from water damage.
• Periodically collect and remove waste containing cellulose or other organic matter.
• Discard or replace water-damaged material.
• Do not install material that is wet.
• Discard, replace, or clean stored or installed material that begins to grow mold.
• Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

○ Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  • Control moisture and humidity inside building by maintaining effective dry-in conditions.
  • Use permanent HVAC system to control humidity.
  • Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    ▪ Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 24 hours are considered defective.
    ▪ Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 24 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    ▪ Remove materials that cannot be completely restored to their manufactured moisture level within 24 hours.

• OPERATION, TERMINATION, AND REMOVAL

  ○ Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

  ○ Maintenance: Maintain facilities in good operating condition until removal.
    ▪ Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

  ○ Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

  ○ Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later
than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

- Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

- Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by Owner.

- At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."
ATTACHMENT G

SAMPLE VE COST INFORMATION TO BE PROVIDED BY CM
The Engineering Recommendation

Project:  
Location:  
VE Date:  
Estimate No:  
Estimated By:  

Cost Worksheet

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**Original Design**

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**Total Cost** $34,481

**Proposed Design**

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**Total Cost** $10,936

**Savings** $23,544