



REQUEST FOR PROPOSAL FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
FOR
THE SPRING GROVE UTILITY UPGRADES, SITE
IMPROVEMENTS AND ENVIRONMENTAL REMEDIATION

RFP NO: BC-21286-C

ISSUED: 10/19/2022

**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

UMBC Office of Facilities Management
Design & Construction
University of Maryland, Baltimore County
Facilities Management Building
Baltimore, MD 21250

**SPRING GROVE PROJECT
UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
RFP #BC-21286-C**

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00700	UMB STANDARD GENERAL CONDITIONS FOR CONSTRUCTION MANAGEMENT WITH GMP CONTRACT DATED APRIL 13, 2020 available at https://umbc.box.com/s/59trqmf3la6i7tqo869sbpa88zu7ikhv
00800	UNIVERSITY OF MARYLAND, BALTIMORE COUNTY (UMBC) AMENDMENTS TO UMB STANDARD GENERAL CONDITIONS FOR CONSTRUCTION MANAGEMENT (To be provided via Addendum)
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 - Matrix of Anticipated Hours Form - Working Relationships - CM Experience Form - Annual Sales Volume/Number of Projects Form - Current Workload 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 10% for construction of the project (see Attachment A for details)

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ATTACHMENT C:	General Conditions Guidelines and Costs dated 16September22
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ATTACHMENT E	Price Proposal Form
ATTACHMENT F	Sample VE Cost Information Details

OVERVIEW

1. SOLICITATION SCHEDULE

Schedule Element	Day/Date/Location (as applicable)
Issue Date	Wednesday, 10/19/22
Pre-Proposal Conference & Site Visit Date	Friday, 10/28/22, at 3:00 p.m.
Pre-Proposal Conference Location	Room 230 of the Interdisciplinary Life Sciences Building (ILSB) on the UMBC Campus
Site Visit Location	The site visit will be conducted at the Spring Grove campus. UMBC will coordinate transportation to Spring Grove for all interested in attending this site visit. These arrangements will be announced at the Pre-Proposal meeting.
Deadline for questions for Initial Technical Proposal	Friday, 11/4/22, at 4:00 p.m.
Initial Technical Proposal Due Date	Wednesday, 11/16/22, on or before 11:59 p.m.
Submit Initial Technical Proposal to UMBC Box:	Box e-mail address: Technic.zby2ycx8ocpxgh14@u.box.com
Interview Sessions for Shortlisted Firms	Friday, 12/16/22, from 9:00 a.m. to 4:00 p.m.
Price Proposal Due Date	Monday, 1/9/23, on or before 11:59 p.m.
Submit Price Proposal to UMBC:	Box e-mail address: Price_P.mgcg8kdi7wimtdxk@u.box.com

2. UMBC BACKGROUND AND SUMMARY

- A. **University of Maryland, Baltimore County (UMBC) Background:** 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 houses nearly 4.2 million gross square feet (GSF) of built space on 512 acres of mostly former farmland, and some forested areas and streams. The campus has excellent access to both I-95, via I-195, and the Baltimore Beltway (I-695), via Wilkens Avenue. The forested edges, sloping topography with views to the east, and the low density of surrounding residential development, all work to define a wooded and pastoral setting for the campus.

B. **Institutional Profile of UMBC**

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 77,000 active alumni live and work in Maryland, contributing significantly to the State's economic and social vitality. In fall 2021, UMBC had 13,602 enrolled students of which 49.8% are minority enrollments from nearly all 50 states and 3% are international enrollments from 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:

- *U.S. News & World Report* has again named UMBC a leading U.S. university: the #9 most innovative university and #12 top university for undergraduate teaching in the nation.
- *Times Higher Education* has recognized UMBC as one of the world's top universities. In a new THE impact ranking, UMBC is #3 in the U.S. and #62 worldwide in global social and economic impact.
- *Princeton Review*, *Kiplinger's Personal Finance*, *Forbes*, *Money*, and the *Fiske Guide to Colleges* have named UMBC a "Best Value" university.
- The latest *U.S. News* Best Graduate Schools rankings include several UMBC graduate programs as among the best in the nation.

- UMBC is the nation's #1 producer of African American undergraduates who go on to complete an M.D. /Ph.D. and #2 nationally for African American undergraduates who complete a science or engineering Ph.D.
- According to NSF, UMBC ranks in the country's top 150 universities in federal research and development expenditures, and #12 in NASA funding.
- *The Chronicle of Higher Education* has named UMBC one of the best colleges to work for ten (10) years running.
- UMBC placed in top 3.3% of universities worldwide by the Center for World Universities Rankings (CWUR).
- UMBC is named a 2019-2020 Fulbright Top Producing Institution, an honor granted by the U.S. Department of State's Bureau of Educational & Cultural Affairs.
- Learn more about the latest [UMBC rankings news](#).

Academic Programs

For undergraduates, UMBC offers 44 majors, 41 minors and 20 certificate programs in the physical and biological sciences, the social and behavioral sciences, engineering, mathematics, information technology, the humanities, and the visual and performing arts. UMBC's Graduate School offers 36 master's degree programs, 24 doctoral degree programs and 17 graduate certificate programs. Programs are offered in education, engineering, emergency health services, imaging and digital arts, information technology, aging services, life sciences, psychology, public policy and a host of other fields. In addition, UMBC's Division of Continuing and Professional Studies delivers programs in high demand areas of study that address regional and national workforce shortages. Inquiry is central to UMBC's curriculum. UMBC faculty and researchers actively seek collaborative research opportunities and consistently encourage students to obtain "real world" experiences via research, internships, co-op experiences and service learning. Undergraduates at UMBC are given the rare opportunity to pursue their own research questions, with the support of faculty mentors.

Research

UMBC, following its rapid development as a major research university, is classified by the Carnegie Foundation as a Research University-High Research Activity, placing it at the top tier of American research universities. In the 2010 classification, only 4.4% (207) of the nation's 463 institutions were included in the elite categories of High Research Activity and Very High Research Activity. UMBC's research expenditures totaled \$90M for fiscal year 2019. UMBC is ranked #148 in federal research funding in the 2018 fiscal year and #173 in total research funding from all sources. UMBC ranked #13 nationally in NASA funding.

3. **PROJECT SUMMARY:**

The Spring Grove project is located on the campus of the Spring Grove Hospital Center (SGHC) which is a 175 acre property with an address at 55 Wade Avenue, Catonsville, MD. The property is owned by UMBC but has been leased back to the Maryland Department of Health (MDH) for their continued occupancy until MDH has completed the implementation of its Facilities Master Plan for Spring Grove. Under the lease, UMBC has the ability to do work on the property with the appropriate coordination with MDH.

The Spring Grove Utility Upgrades, Site Improvements, and Environmental Remediation project is to address campus-wide site, infrastructure, and other improvements to ensure continued operations and prepare the property for future use.

Specific project components incorporated in the scope include those noted below. This Project includes a Program Verification Phase (see Section 0400 for details) and the design and construction work will overlap.

- o Perform needed environmental remediation work.
- o Create stormwater management facilities to manage the volume, flow rate, and quality of stormwater runoff before that water enters natural waterways or groundwater and to reduce the associated harmful effects such as flooding into buildings.
- o Restore and stabilize stream banks to curtail on-going erosion.
- o Replace roadway stream crossings where needed.
- o Replace deteriorated or aging transformers and switchgear at the campus sub-station.
- o Replace sanitary sewer manholes along the trunk line and major branches.
- o Repair or replace damaged roadways and key parking areas to maintain vehicular circulation and parking into and around the Spring Grove campus. The proposed project will focus on restoring sections of roadways that connect to the campus: Entrance Road, Bloomsbury Avenue, and Wade Avenue.

The Project Construction Costs (PCC) (or Design-to-Dollar (DTD) amount for the A/E) are those funds available for the construction of the Project (inclusive of CM construction fee, general conditions and CM/GMP contingency) but exclusive of A/E fees, and the University's project contingency only. The PCC amount for this Project is \$22.4 million.

The *design time frame* inclusive of bidding is fourteen (14) months from the issuance of the Notice to Proceed for the Program Verification phase (see Section 00400 for details). The design time frame includes the following:

- Program Verification Phase: Two (2) weeks for University review and approval of the results of this verification phase and the CM's preparation of the associated cost estimate.
- Schematic Design: Two (2) weeks for University review, A/E and CM preparation and reconciliation of the cost estimates, and Project Team value engineering efforts following the submittal of the design deliverable.
- Design Development: Two (2) weeks for University review, A/E and CM preparation and reconciliation of the cost estimates, and Project Team value engineering efforts following the submittal of the design deliverable.
- 50% Construction Documents: Two (2) weeks for University review, CM preparation of the cost estimate and A/E and University review of the cost estimate, and Project Team value engineering efforts following the submittal of the design deliverable.
- 95% Construction Documents: Two (2) weeks for University review following the submittal of the design deliverable.
- 100% Construction Documents: One (1) week for a back check by the University following the submittal of the design deliverable.

The *construction time frame* is twenty-four (24) months from the issuance of the Notice to Proceed for the Construction Administration phase to the substantial completion date for construction.

END OF THE OVERVIEW SECTION

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 the design and the construction of the Spring Grove Utility Upgrades, Site Improvements, and Environmental Remediation Project ("Project") for UMBC in Baltimore, Maryland. (See Scope of Work section for complete details).
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 verification phase through the 100% construction documents 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 issued for pre-construction services only 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 of the Project upon acceptance by the University of the CM's GMP submittal(s) and approval by BPW as applicable (as described elsewhere in this document).
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 00800 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 the pre-construction services in place with the successful Construction Management firm in January 2023.

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
Office 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. There will be an in-person visit of the Project Site as part of the Pre-Proposal Conference to highlight the conditions which this Project is to address. This site visit will be conducted on the Spring Grove campus in Catonsville, MD 21228. UMBC will coordinate transportation for all those interested in this site visit. ***All will be required to take UMBC transportation to Spring Grove for this site visit. No one*** may drive separately for this site visit due to Spring Grove's ongoing operations.
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.
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 ensure 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 pre-construction 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/>). 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 award firm will be required to provide bond riders at intervals identified by the University based on the executed contract amendments.

Please note that as part of the Technical Proposal, a Proposer must provide documentation to confirm its capability of obtaining the necessary bonds. (See Section 0300 for details.)

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 Pre-Construction fee in its price proposal shall be irrevocable for one hundred twenty (120) calendar days from the price proposal due date. This period may be extended by written mutual agreement between the selected firm and the University.
2. The Construction Phase CM fee and all CM quoted costs for construction in its 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 technical 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:

An overall MBE subcontractor participation goal of 10% of the total CM contract dollar amount has been established for this procurement.

There are no MBE subcontractor participation sub-goals for this procurement.

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> 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 CM 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 CM 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://mbe.mdot.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. 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.

8. 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.
9. 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.
10. 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.

If the University approves the CM self-performing any permanent construction work, 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.

11. With respect to the Construction Phase of the Project, the Contractor shall:
 - (a) Submit by the 10th of each month to UMBC'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.
12. The contract awarded as a result of this procurement requires the awarded CM firm to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The University and the CM 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 CM 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 CM failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the CM agrees to pay liquidated damages to the University at the rates set forth below. The CM expressly agrees that the University may withhold payment on any invoices as a set-off against liquidated damages owed. The CM 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 CM'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 (technical or price) 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:

<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>.

END OF SECTION 00100

SECTION 00200

II. INFORMATION AVAILABLE TO PROPOSERS

A. **CONTRACT DOCUMENTS:** This RFP #BC-21286-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 UMBC Spring Grove Utility Upgrades, Site Improvements, and Environmental Remediation Part I and Part II Program Document dated September 2022 (available via the identified link)
00700	UMB's Standard General Conditions for Construction Manager with GMP Contract dated 2020 (available via the identified link);
00800	UMBC Amendments to University Standard General Conditions for CM with GMP Contract (to be issued via addendum)
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, 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, <i>Part 2 only form</i> which is in pdf form.)
Attachment B	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 CM contract, Contract Affidavit,

Performance & Payment Bonds , Insurance certificates, and required MBE forms);

- Attachment C UMBC General Conditions Guidelines and Costs dated September 2022.
- Attachment D University Shop Drawing/Submittal Flow Chart.
- Attachment E Price Proposal Form
- Attachment F Sample VE Cost Information Details

The following Contract Documents are available at:

<https://umbc.box.com/s/59trqmf3la6i7tqo869sbpa88zu7ikhv>

- UMBC Spring Grove Utility Upgrades, Site Improvements, and Environmental Remediation Project Program Parts I and II dated September 2022.
- UMB Standard General Conditions for Construction Management with GMP Contract dated April 13, 2020

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 visual 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 noted above under A. 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

PROPOSALS, EVALUATION, AND FORMS

INTRODUCTION/OVERVIEW
ARTICLE 1

A. **INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS:** Responses to RFP #BC-21286-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. The file name for the document is to include the RFP number and the Proposer's name. Submit ONE (1) set of the Technical Proposal 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 date provided in the Solicitation Schedule**, therefore, ***proposers are advised to set aside this date 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 4 (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: See Program Verification Phase in Section 00400 for details regarding project phases and early bid packages.

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 Twenty-two Million Four Hundred Thousand Dollars (\$22,400,000).
2. **Project Schedule:** The total project schedule for the CM is anticipated as follows:

#	PHASE	DURATION
1	Design (Schematic Design through Bidding)	14 months
2	Construction	24 months
3	Total Time Frame	38 months

The University considers the project to be feasible at the Project Construction Costs and the Project Schedule and may disallow any change to them. Proposers wishing to argue for higher Project Construction Costs or adjusted Project Schedule 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 its technical proposal, it is understood that the Proposer accepts the Project Construction Costs and Project Schedule.

The University will make the final determination. In the event the Project Construction Costs and/or Project Schedule are adjusted, all proposers will be notified. In the event the Project Construction Costs and Project Schedule are not adjusted, all proposers arguing for a higher Project Construction Costs or adjusted Project Schedule 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 Schedule 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 Schedule.

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/Basis for Selection/Working Relationships:**

- a. **Organizational Chart:** Provide an organizational chart of the proposed CM Team inclusive of the following: (i) Proposer's Firm Name; (ii) CM Team Organizational and Reporting Structure that must include the Project Executive, Project Manager, Field Superintendent, Chief Estimator, 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 four (4) 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 four (4) 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, and Chief Estimator 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:** 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 similar projects and in an occupied campus setting. For proposing firms, this may result in this key person being a PM or a Senior PM depending on the firm's structure.

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 verification 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.

- a. Key Personnel Form: Provide names of the **Project Executive, Project Manager, Field Superintendent, and Chief Estimator** 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 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., utility upgrades, site improvements, environmental remediation, etc.), work setting (higher education, campus setting, occupied setting, etc.), dollar value 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, 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.

- b. **Key Personnel References:** Provide three (3) project references (from the person's submitted project experience) on each of the four (4) 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 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 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. (See UMBC General Conditions Guidelines and Costs in Attachment C for further details on calculation of these hours.)

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; and
- Electrical Contractor Scope of Work prepared by CM included in bid documents for this trade.

Higher consideration is given if these documents if they 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*)
- Project Delivery Method (i.e., DBB/GC, CMAR or DB)
- Project Acreage
- Brief Project Description (inclusive of uses such as site improvements, utilities upgrades, environmental remediation, etc.);
- Project Setting (i.e., university, occupied campus, 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 escalation chart below to determine the project size in today's dollars for evaluation purposes. The escalation factor is to be calculated from the mid-point of construction and it is cumulative.

Calendar year	% Escalation Factor
2008	6
2009	1
2010	1
2011	3.5
2012	3
2013	3.5
2014	3.6
2015	3
2016	5.1
2017	4.7
2018	6
2019	4
2020	5.3
2021	5
2022	4.5

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

Note: Projects using the Construction Management Agency (CMA) method will not be considered; the University finds CMA is a management method not a project delivery method.
- **Project Type:** One (1) project must include utility upgrades and one (1) must include site improvements; this could be on one (1) project or two (2) separate projects.

(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 proposed role
- Higher education or occupied campus setting
- Project that includes utility upgrades and/or similar site improvements
- CMAR method
- Projects which are closer to the size to the University's project based on the construction cost plus identified escalation noted above
- Projects completed

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 references from 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:**

- 4.1.1 **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.)
- 4.1.2 **Bonding:** Your firm's bonding capacity and available bonding 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).
- 4.1.3 **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: Due to confidentiality, only one (1) set of financial information is to be provided as a separate attachment.

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 three (3) years [2019, 2020 and 2021] 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 (2019, 2020 & 2021).

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 design and construction phases 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 Pre-Construction Fee** for all costs associated with providing the CM services in the pre-construction phase for the Project and inclusive of the \$152,500 of pre-construction University allowances. (see Section 00400 for details); and,
2. **CM Fixed Construction Phase Fee.**
3. **CM Reimbursable Costs - Quoted Amounts:**
 - 3.1 **General Conditions 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. 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 University Allowance for Third Party Testing & Inspection, Exact Built, and Hazardous Material Identification/Abatement totaling \$300,000 (see Section 0400, Article 1 for each allowance amounts). 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. (Costs for bonds and insurance are to be quoted based on 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 (see Section 00400 for details on this contingency).
 3. **CM Hourly Billing Rates for the Project** based on Section 00400, Item 1.6.2 (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.**

4. **Labor for General Conditions (GC) Work:** Quote an allowance for positions for which prevailing wage rates are applicable. See Attachment C, page 2, under B. 1, 1.1, Note (2) for further details.

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.

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 (a) Pre-Construction Phase services inclusive of the program verification phase and (b) Construction Phase CM services with fixed CM fees and quoted amounts for CM Reimbursable Costs per the RFP (i.e. general conditions inclusive of on-site staff and non-personnel items and CM-GMP contingency).

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

END OF SECTION 00300, ARTICLE 3

SECTION 00300

PROPOSALS, EVALUATION, AND FORMS

EVALUATION OF PROPOSALS ARTICLE 4

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, the Interview session and the results of the reference checking (both key personnel and firm) 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 on the second shortlist 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.)

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 Pre-Construction fee, CM Construction Phase fee, and CM quoted 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

ARTICLE 1 **GENERAL PROVISIONS**

IV. SCOPE OF WORK

1.1 Project Team

The University, the Architect/Engineer 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 A/E 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 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. 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 A/E and CM firms.

The University shall designate a 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 as a result of (a) the program verification phase and (b) at each design submittal (i.e. Schematic Design, Design Development, etc.); such review, however, will be made to ensure that the intent of the Program and the Project Design Standards, as applicable, are maintained and that the University's comments have been incorporated as requested. The A/E is solely responsible for the content, accuracy and coordination of all documents.

- 1.2 CMAR Project Delivery Method:** Under the RFP, the University will engage a Construction Management (CM) firm using the Construction Management at Risk project delivery method in the management of the design and construction processes inclusive of constructing the project to perform the following services (see Article 3 of this Section 00400 for further descriptions and details on these services):

1.2.1 Pre-Construction CM Services for the program verification phase through the design and full development of the project to 100% construction documents; and

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

1.3 Purpose and Definition of Construction Management at Risk (CMAR) Project Delivery Method

The Construction Management at Risk project delivery 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. (Note: See Section 00300, Article 2 for the definition of CMAR project delivery method.)

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, advise on the sequencing of construction work and conduct the trade contract competitive bidding for the Project and the submission of the Guaranteed Maximum Price(s) (GMP(s)). For this project, early bid packages are expected as noted in Section 00300, Article 2. 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) inclusive 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 Conditions (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.

1.4 Relationship of University and Construction Manager

The Construction Manager (CM) accepts a relationship of trust and confidence between itself and the University. The Construction Manager agrees to furnish the CM's best skill and best judgment and to cooperate with the Architect/Engineer 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.

1.5 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 and UMBC's Amendments to the UMB General Conditions (Section 00800).

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.

1.6 Construction Management Quoted Fees/Costs:

1.6.1 **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 **(\$152,500)** for the Project as noted below and on the Price Proposal form.

- **Reproduction Allowance (\$2,500):** 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 expenses (see Attachment C of the RFP).
- **Site Investigation Allowance (\$150,000):** This allowance is set up for (a) environmental assessment (see Section 0400, Article 3, #A.3.0 for details) and (b) any other site investigation work identified during the design of the project. Such work will be approved by the University and performed by the CM under the direction of the A/E.

*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 via the execution of the University's Pre-construction Allowance form by both the University and the CM (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.

1.6.2 **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 #1.6.2 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 #1.6.3 B], (iii) non-personnel General Conditions costs [as noted below in #1.6.2 B as well as in Attachment C], and (iv) CM-GMP contingency.

Please note: Based on the contract amendment(s) 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 based on the Project Construction Costs.

- B. **General Conditions Expenses:** General Conditions will be established based on the CM's quoted costs for General Conditions expenses in its price proposal to the University. These General Conditions expenses are to be in accordance with this section and Attachment C of this solicitation document. The CM will be reimbursed for actual costs only as no mark-up of any kind is allowed by the CM. Expenditures for General Conditions 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**. See Attachment C for full details on the basis for these quoted hourly rates. The on-site field staff are **limited** to the positions indicated in Attachment C, as applicable and may be full or part time positions as determined by the CM, unless indicated otherwise by the University. **All other CM positions not included above MUST be included in the CM Construction Phase fee (#1.6.2 A. above).**

For field support staff (for which prevailing wage rates apply), the CM is to quote a "Labor for General Conditions (GC) Work" allowance as described in Attachment C.

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 CM.

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 evaluation will include these quoted amounts (see Section 00300, Article 4 for details). By submitting its price proposal, a Proposer is committing that the costs for these General Conditions items will be carried in the GMP in the amount quoted in the Price Proposal.

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.**

University Allowances in the CM's General Conditions (\$300,000): These University allowances are as follows and are included in the Project Construction Costs of \$22.4 million for the project:

- A third party testing and inspection per the project specifications allowance is established in the amount of **\$150,000**;
- Exact Built photographic documentation allowance in the amount of **\$50,000**;
- Hazardous Material Identification/Abatement allowance in the amount of **\$100,000**.

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 execution of the University's Construction Allowance Use Request form by both parties (this form 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 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 based on the Project Construction Costs.

1.6.3 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 program verification 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 Pre-Construction phase and Construction Phase(s). 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. 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.

2.5.2. Construction Phase CM Services

- a. Payments of the Construction CM Fee shall be made monthly based on the number of months for the construction phase.
- 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 the quoted General Conditions; and,
- e. Use of CM Contingency in accordance with 00400, 3A.10.

Allowance and CM Contingency expenditures shall be approved by the University prior to the provision of the identified 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 due 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 two (2) parts described as follows:

- Part A:** To provide Pre-construction CM services on the University project as described below and to provide a Guaranteed Maximum Price (GMP) Submittal(s) for the construction of the project within the Project Construction Costs of \$22.4M 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 twenty-four (24) month construction schedule for the Project.

Part A: **Pre-construction Services**

3A.0 **Program Verification Phase:** This phase consists of the work noted below.

- Conduct a limited phase II environmental assessment to assess soil gas, soil and groundwater conditions in the areas recommended in the 2022 Phase I Environmental Assessment. At a minimum, assessments need to be completed at the location where 14 UST's were located and removed, at the site of the two 100,000-gallon heating oil AST's, and the location of several waste oil AST's. Information will be used to define the scope of environmental remediation. The CM will engage a firm in a competitive process to perform this assessment with the associated costs covered under the University's Site Investigation allowance with assistance from UMBC's Environmental Safety & Health Office. (See #3A.6.2.1 regarding cost estimates during the Program Verification Phase.)
- The selected Architect/Engineer team will perform the services noted below.
 - Model existing stormwater management conditions to document how storm water flows through the campus and around existing buildings.
 - Establish a 2022 baseline impervious area conditions. Information will provide the baseline for design.
 - Document on-site best management practices (BMPs) providing water quality treatment. Information will provide the baseline for design.
 - Develop three alternative use scenarios in collaboration with the university's planning team to further define the scope of work focused on protection of physical assets, natural systems, and wildlife.
 - Develop preliminary vehicular and pedestrian circulation concepts for the three alternative use scenarios to further define the scope of replacement of roadway structures spanning streams.
 - Project electric demand for three alternative use scenarios to guide the scope for replacement of the electrical substation equipment.
 - Summarize for three alternative use scenarios, the budgetary requirements associated with electrical, stormwater, environmental, and roadway scope of work.

During the Program Verification Phase, the Project Team will, as approved by the University, (a) identify the phasing of the project based on the type of work and (b) early bid packages. For example, the University expects the environmental remediation work to be done separately from the stormwater management/stream restoration and associated roadway work. The Project Team will identify early bid package for items such as electrical equipment. The University will work with the awarded A/E and CM firms on the scope, phasing and timing of early bid packages. Therefore, there will be an overlap between design and construction.

3A.1 Project Review

- 3A.1.1** The CM shall become 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 ensure 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 Maryland Department of the Environment, Design Submittal Review meetings, and internal work sessions with the A/E 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." UMBC shall provide licensing to the CM for use of UMBC project management software

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, 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 /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,
- e. Formal submission of the value engineering study document inclusive of a summary of value engineering items, applicable cost savings, selected items and their corresponding cost savings.

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 (A/E, 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 F 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 A/E 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 (approved, pending 1, pending 2, rejected). 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 A/E, 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, ensure 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.

- 3A.5.2 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:** In the *Program Verification Phase*, the CM will prepare cost estimates based on the scenarios selected by the University associated with the specific type of work (e.g. electrical, stormwater, stream restoration, environmental remediation, and roadway); that is, there is a separate cost estimate for each of these work elements. These cost estimates will be consolidated into one estimate and will serve as the Cost Model for the project and are to be within the Project Construction Costs (also referred to as the Design-to-Dollar or DTD amount for the A/E).

The Cost Model is to identify the cost for each of the areas of work based on the CSI format 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 A/E and CM in its subsequent cost estimates.

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

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. Each cost estimate is to also be compared to the Cost Model with variances identified.

1. A full scale cost estimate is to be provided within seven (7) working days after the 100% submission of the Design Development Documents for approval.
 2. 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.
 3. A full scale cost estimate is to be provided within ten (10) working days after the 95% submission of the Construction Document documents for approval.
- B. 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).
- C. 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 Project as necessary to maintain the Project Program and meet the Project Construction Costs without additional compensation to the CM. Such direction may include, but is not limited to, the following:
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.

- D. 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 and Cost Model. 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.
- E. 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).
- F. 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 included in the cost estimate as it is 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 for the *100% DD Estimate Only*: Prior to the DD estimate, the Construction Manager is to work with the University Project Manager to schedule the Cost Estimate Reconciliation meeting and confirm in writing with all parties (A/E, CM and University including the design review team). This meeting is usually scheduled 2-3 days after the due date for the cost estimate. The agenda for this meeting needs to be established with usually engineers on the agenda first as the Architect, CM and University Project Manager will be attending the entire meeting.
 - Cost Estimate: The cost estimate is to include a summary in the same format as the Cost Model for comparison purposes.

3A.7 **Coordination of Contract Documents:**

3A.7.1 **A/E Team's Responsibilities for Coordination During Design and Construction**

The A/E is ultimately responsible for design and coordinating the documents of all the Architect's consultants is a "critical task".

During the construction phase, the Architect reviews 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.

Note: See the AE Procedure Manual for full details on the A/E Team's responsibilities for coordination during design and construction.

3A.7.2 **Construction Manager's Responsibility for Coordination during Design and Construction:**

During the design phase, the CM shall review the design documents with each design submittal and provide any comments on any items on the documents on which the CM has coordination questions or other 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 drawings or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. Such ambiguous, confusing, conflicting, or erroneous features discovered in the drawings 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).

3A.7.3 **Coordination Drawings:**

Portions of the contract drawings may be diagrammatic. Coordination Drawings are composite drawings produced by the Construction Manager, of equipment and systems furnished by different trades. 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, as applicable 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 difference 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 A/E shall provide the CM and its trade contractors with the design documents to use as a base for the Coordination Drawings. The CM and its trade contractor shall sign disclaimers if requested by the A/E.

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, to be available at the start of the coordination process. The liability of a trade not adequately participating in the process must be identified and stated by the CM in its contract with the trade contractor(s).

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.

3A.8 **GMP Submittal(s):**

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

- A. At the point of 100% completion of the Construction Documents (unless the University agrees in writing to an earlier level of completion) for the Project or specific elements of 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 costs, 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 #1.6.2 B. shall be as quoted by CM in their Price Proposal or less.

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

The Construction Manager is to provide the GMP to the University within 3-4 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 may decide to hold these contracts directly.

- C. The Construction Manager is to conduct a qualification process of all Trade Contractors to ensure 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 Office. For scope review meetings, the A/E 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 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 construction cost estimate and corresponding GMP. If indicated by the Project Construction Cost 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).
- J. 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.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.

- Changes in scope initiated by the Owner's designated representative;
- Field clarifications; 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. Prior to the use of this contingency, a CM Contingency Use Form must be executed by the CM and the University (this form will be provided to the awarded firm).

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 updated CPM schedule shall be submitted to the University for review and approval until a final CPM schedule is approved. 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. Engage trade contractors in a collaborative pull planning process to refine and update the construction schedule as appropriate. This process enables the CM to collect feedback from crews performing the work to assess the work that needs to be done and ways to get the work done faster. Based on schedule updates, capture and track progress accordingly to ensure expected progress is being achieved.
- G. 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.
- H. 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.
- I. 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.

- J. 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 their 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 A/E 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.

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.
- 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 ensure that all parties are meeting their obligations to ensure 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 initiating and coordinating the RFI process in the University's web based project management software.
- 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 ensure 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 ensure 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: See UMB Standard General Conditions for Construction Management (Section 00700) regarding required progress photos.

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 or electronic submission) 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 Project Safety

- A. The CM shall develop and implement a project safety program and in accordance with the UMB Standard General Condition for Construction Management (Section 00700), Attachment C, 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.8 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.
- B. 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. See 3B.8 I. below for further details on change orders.
- 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.

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 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, CM bond and insurance expenses and any other 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 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 Submittal/Shop Drawing Review/Processing

- A. The CM will be responsible for logging all shop drawings/product data submittal prior to submission to the University and the Architect. The CM is to ensure 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 must review and stamp each submittal/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 compliance with the design intent and construction documents, safety, installation requirements and a review and comparison and coordination with other shop drawings/submittals (presumably those that impact on the areas of the work encompassed by the shop drawing/submittal under consideration inclusive of checking the detailed dimensions of the submittal). By approving and submitting shop drawings, submittals and samples, the CM represents that he has verified contract document compliance, including all "field construction criteria".
- D. 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 two (2) weeks]. (See the University's Shop Drawing/Submittal Flow Chart in Attachment D.)
- E. 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.

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

3B.11 Project Site Documents

- 3B.11.1** 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.11.2** Intentionally omitted (BIM Construction Model)

3B.12 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.13 Contract Close Out

- A. Intentionally omit (Project Close Out Engineer)
- 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 Office of Facilities Management for review prior to the equipment demonstration.
- D. The Construction Manager is to work closely with the University's Procurement Office 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 the CSI format to the University for its historical cost data base.

3B.14 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.
 - Safety Reports: A summary statement regarding any safety issues or occurrences and action taken.
 - Critical Issues Log: A summary of critical issues and the status of each.
 - Recycling Report: A summary on the percentage of waste that has been recycled.

3B.15 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.16 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 the CM's work with the work of separate contractors. If the work performed by the separate contractor is defective or so performed as to prevent the Construction Manager from carrying out their work according to the drawings 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

SECTION 00500

(INTENTIONALLY OMITTED)

SECTION 00600

**SEE SEPARATE DOCUMENT FOR THE SPRING GROVE UTILITY UPGRADES, SITE
IMPROVEMENTS AND ENVIRONMENTAL REMEDIATION PROJECT PART I AND II
PROGRAM DATED SEPTEMBER 2022**

(Available via the identified link)

SECTION 00700

UNIVERSITY OF MARYLAND BALTIMORE STANDARD GENERAL CONDITIONS OF CONSTRUCTION MANAGEMENT CONTRACT WITH GUARANTEED MAXIMUM PRICE

(Packaged separately via the identified Box link)

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**
(To be provided via Addendum)

ATTACHMENT A

TECHNICAL PROPOSAL FORMS

Technical Proposal Forms are also provided in a separate package in MS Word format in the UMBC Box Folder.

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.

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 **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

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

Project Phase	Percentage Time Commitment	Anticipated Hours/Month
Pre-Construction Phase	%	
Construction Phase	%	

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

Project Name	Geographic Location (City/State)	Person's Role	% Time Commitment	Anticipated Completion Date of Person's Assignment

4. **EDUCATIONAL BACKGROUND:**

Institution	Degree/Diploma/Certificate and Major, if any	Date of Degree

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.)

PROPOSING FIRM: _____ PERSON'S NAME: _____

5.1 CURRENT EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD	DURATION BY DATE

5.2 FORMER EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD	DURATION BY DATE

5.3 FORMER EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD	DURATION BY DATE

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: _____

EMAIL: _____

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:

Check as applicable	Service	Check as applicable	Service
	Consultation During Design		Design/Constructability Review
	Value Engineering		Trade Bidding
	Cost Model		GMP Preparation
	Cost Estimates at ____ 100% SD, ____ 100% DD, ____ 50% CD and/or ____ Other Interval:		Other: _____
	Scheduling		_____

Construction Phase:

Check as applicable	Service	Check as applicable	Service
	Project Schedule		Award/manage trade contractors
	Shop Drawing/Submittal Review and Processing		Quality Assurance/Inspections
	Cost Control		Project Safety
	Change Order Management and Processing		Project Site Documents
	Claims Avoidance/Resolution		Project Close Out
	Monthly Reports to Owner		Other: _____

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: _____

6.2 PROJECT REFERENCE CONTACT PERSON & TITLE: _____

EMAIL: _____

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:

Check as applicable	Service	Check as applicable	Service
	Consultation During Design		Design/Constructability Review
	Value Engineering		Trade Bidding
	Cost Model		GMP Preparation
	Cost Estimates at ____ 100% SD, ____ 100% DD, ____ 50% CD and/or ____ Other Interval:		Other: _____
	Scheduling		_____

Construction Phase:

Check as applicable	Service	Check as applicable	Service
	Project Schedule		Award/manage trade contractors
	Shop Drawing/Submittal Review and Processing		Quality Assurance/Inspections
	Cost Control		Project Safety
	Change Order Management and Processing		Project Site Documents
	Claims Avoidance/Resolution		Project Close Out
	Monthly Reports to Owner		Other: _____

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: _____

6.3 PROJECT REFERENCE CONTACT PERSON & TITLE: _____

EMAIL: _____

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:

Check as applicable	Service	Check as applicable	Service
	Consultation During Design		Design/Constructability Review
	Value Engineering		Trade Bidding
	Cost Model		GMP Preparation
	Cost Estimates at ____ 100% SD, ____ 100% DD, ____ 50% CD and/or ____ Other Interval:		Other: _____
	Scheduling		_____

Construction Phase:

Check as applicable	Service	Check as applicable	Service
	Project Schedule		Award/manage trade contractors
	Shop Drawing/Submittal Review and Processing		Quality Assurance/Inspections
	Cost Control		Project Safety
	Change Order Management and Processing		Project Site Documents
	Claims Avoidance/Resolution		Project Close Out
	Monthly Reports to Owner		Other: _____

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/OTHER 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.

KEY CM PERSONNEL/BASIS OF SELECTION FORM
UMBC CONSTRUCTION MANAGEMENT AT RISK PROCUREMENT
RFP #BC-21286-C

Proposer: _____

Position	Name	Basis for Selection	# of Years with Proposer	# of Years in Construction Industry	# of Years in Assigned Role
Project Executive					
Project Manager					
Field Superintendent					
Chief Estimator					

PROPOSER:	ARCHITECT:
PROJECT NAME AND LOCATION:	ARCHITECT'S ADDRESS:
PROJECT OWNER:	PROJECT OWNER'S CONTACT PERSON, TELEPHONE NUMBER, EMAIL ADDRESS:
PROPOSER'S PROJECT MANAGER:	PROPOSER'S FIELD SUPERINTENDENT:
CONSTRUCTION DOLLAR AMOUNT: \$ _____ (BASE) \$ _____ (CHANGE ORDERS) \$ _____ (FINAL CONTRACT AMOUNT) \$ _____ (FINAL CONTRACT AMOUNT AS OF 2022 ESCALATED PER SECTION 00300, ARTICLE 2)	PROJECT START DATE (INCLUDING DESIGN): _____ PROJECT COMPLETION DATE: _____ PROJECT ACREAGE: _____
PROJECT DELIVERY METHOD*: ___ D/B ___ CMAR ___ DBB/GC ___ OTHER: _____(NAME)	
OVERALL PROJECT DESCRIPTION:	DESCRIBE SITE CONSTRAINTS, IF ANY:

PROPOSER: _____

PROJECT NAME: _____

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 ☐ ACADEMIC ☐ SWM ☐ STREAM RESTORATION
☐ OTHER SIMILAR PROJECT ELEMENTS (DESCRIBE): _____

NOTE: See Section 0300 for the requirements for CM 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 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 CM TEAM MEMBERS PROPOSED FOR THE UMBC PROJECT WHO WORKED ON THIS JOB BY NAME AND POSITION:

#	CM TEAM MEMBER	POSITION HELD ON THIS PROJECT

Proposer: _____

**WORKING RELATIONSHIP OF
CM KEY PERSONNEL FORM**

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.

#	Project Name/ Dollar Size/ Client's Name	Project Executive	Project Manager	Field Superintendent	Chief Estimator	Other: _____
1						
2						
3						
4						
5						
6						
7						

UMBC CMAR SERVICES - RFP #BC-21286-M
ANNUAL SALES VOLUME/NUMBER OF PROJECTS

PROPOSER: _____

YEAR	SALES \$ VOLUME	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE	CM AT RISK%	CM AGENT	GC%	OTHER:
<u>2019</u>	\$ _____	_____	\$ _____	_____%	_____%	_____%	_____%
<u>2020</u>	\$ _____	_____	\$ _____	_____%	_____%	_____%	_____%
<u>2021</u>	\$ _____	_____	\$ _____	_____%	_____%	_____%	_____%

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:

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.

#	Project Name	Dollar Volume	% Complete	Anticipated Completion Date (Month/Year)	Bonded Yes/No	Assigned Project Manager	Assigned Field Superintendent
1		\$					
2		\$					
3		\$					
4		\$					
5		\$					
6		\$					
7		\$					
8		\$					
9		\$					
10		\$					
11		\$					

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 SPRING GROVE PROJECT
RFP #BC-21286-M**

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 CM position during the construction phase not included below is not an on-site staff reimbursable position; therefore, the CM firm must include any costs associated with such other positions (such as estimators) in its CM Construction Phase fee. (Note: See Attachment C for details regarding calculation of total hours.)

Position*	Anticipated Total Hours (based on 2080 hours/year)
Project Manager	
Field Superintendent	
Assistant Project Manager	
Assistant Superintendent	
Foreman	
Project Engineer (A/S/C)	
Project Engineer (M/E/P)	
Field Secretary/Clerk	
Clerk/Document Control Person	
Field Accountant	
BIM Manager	
Quality Control (QC) Manager*	
Project Close Out Engineer*	
Test Engineer*	
Safety Manager*	
Total Hours	

****Notes:** See Attachment C for details and other requirements, as applicable, for these positions.

RFP NO.: BC-21286-C

RFP FOR: UMBC SPRING GROVE PROJECT - CM CONTRACT

TECHNICAL PROPOSAL DUE DATE: _____, _____, 2022 on or before
11:59 p.m.

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 _____

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.

B-1. Certification Regarding Minority Business Enterprises.

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.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises.

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 aid, assist in, procure, 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 probation 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 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;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (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 CM contract on the UMBC Spring Grove 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 10% is applicable only on the contract with the CM firm for services during the design and construction of the UMBC Spring Grove Project. The MBE participation goal of 10% is applicable to the total CM contract dollar amount inclusive of pre-construction costs. This affidavit form only needs to be included in the Proposer's technical proposal for the CM contract as described above.**

☐ I acknowledge and intend to meet IN FULL the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent.

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 if my firm is awarded the CM contract for pre-construction and construction services on the UMBC Sherman Hall 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 Sherman Hall 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.

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

(TO BE COMPLETED BY THE SUCCESSFUL CM FIRM)

UMBC's Construction Contract

Contract Affidavit

MBE forms, as applicable

STANDARD FORM OF CONSTRUCTION MANAGEMENT AT RISK CONTRACT
CONTRACT #C-21286-C

This Standard Form of Construction Contract (SFCC) is made as of the ____ day of _____, 2022 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 Spring Grove Utility Upgrades, Site Improvements and Environmental Remediation 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-21286-M Document dated _____;
RFP #BC-21286-M Addendum #1 dated _____;
RFP #BC-21286-M Addendum #2 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 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)

(Witness)

By: _____

Print Name: _____

Title: _____

University of Maryland, Baltimore County

(Witness)

By: _____

Print Name: _____

Title: _____

APPROVED BY BOARD OF PUBLIC WORKS: ITEM #: _____ DATE: _____

BUDGETARY DATA/FUNDING: _____

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 addendum in accordance with USM Procurement Policies and Procedures, but it is only required from the successful Contractor.

ATTACHMENT C

GENERAL CONDITIONS GUIDELINES AND COSTS DATED SEPTEMBER 2022

A. GENERAL CONDITIONS GUIDELINES

1. The CM shall provide a price for the General Conditions for the Project in its Price Proposal. The Proposers' General Conditions price shall include the indicated allowance(s) with a separate pricing for (a) On Site Staff Reimbursables (based on the specific positions identified below in B, 1.1) and (b) non-personnel General Conditions with breakout prices for the CM's performance and payment bond (based on the amount of the Project Construction Costs) and insurance.
2. This section provides CMs with guidelines on General Conditions costs. This section does not attempt to identify every General Conditions item. It is the CM's responsibility to include all General Conditions items required to complete the Project.
3. This section identifies items that are to be included as allowances in the CM's Price Proposal. Refer to Section 00100 in this Solicitation for the definitions of allowances.
4. General Conditions costs related to any change orders to the CM contract will be reviewed on an individual, change order basis. A determination will be made as to the need for requested General Conditions increases related to each specific change order. The CM is not to expect that any change order will allow for an increase in General Conditions costs; rather any requested General Conditions on change orders will be negotiated on a case by case basis.
5. For the purposes of submitting a Price Proposal, Proposers shall separate General Conditions costs (on-site staff and non-personnel general conditions) and CM fees. This section also identifies costs that Proposers shall assume to be included in Trade Contracts. The University may negotiate the movement of these items in or out of Trade Contracts at a later date. The CM shall calculate its Price Proposal for General Conditions in strict compliance with this document.
6. Costs associated with the CM's main office or main office personnel, including the costs associated with the use of items or equipment of the main office, shall not be included in General Conditions. All such costs are deemed to have been included in the fixed fee for CMAR Construction Services.
7. Payment for General Conditions will be made based on actual expenditures only. Receipts and/or other University approved documentation to support the expenditure must be submitted to the University/Owner Representative with the invoice.
8. The CM shall ensure that Trade Contractors comply with any requirements regarding noise, traffic control, clean up, and work hour restrictions as required for this Project.

B. GENERAL CONDITIONSEXPENSES:

Unless noted otherwise, General Conditions shall include, but not be limited to, the following items:

1. CM Staff/ Personnel:

- 1.1 Staffing of the Project with qualified personnel required for the effective management of the Project. The on-site field staff are **limited** to the **following positions, as applicable on a project by project basis**: (1) Project Manager(s), (2) Assistant Project Manager(s), (3) Project Engineer(s), (4) Field Superintendent, (5) Assistant Field Superintendent, (6) Foremen, (7) Project Closeout Engineer, (8) Field Clerk/ Document Control Person, (9) Field Accountant, (10) Field Secretary/Clerk, (11) Quality Control Manager, (12) BIM Manager, (13) Test Engineer, (14) Safety Manager, and (15) Laborers. It is the CM's discretion as to whether these are full time or part time positions with the exception of the Project Manager and Field Superintendent who must be a full time employee.

Notes:

1) For any salaried position, the University will reimburse for forty (40) hours per week for each position; therefore, the quoted billing rate should be based on this maximum number of hours allowed per week (see Item 1.7 below for further details).

(2) Prevailing wage rates apply for some positions (e.g. Laborer, carpenter, etc.) who perform work associated with the general conditions (e.g. cleaning not included in the trade contractor's work, etc.). Since these rates will be provided by addendum prior to the commencement of the trade bidding, the Proposer is to quote a "Labor for General Conditions (GC) Work" allowance for such costs as a separate line item in its quoted personnel general conditions as provided on the price proposal form.

(3) The *Quality Control Manager* is an on-site staff reimbursable position with the following duties: (a) Manage the Quality Control (QC) Plan as specified, (b) conduct QC meetings for each definable feature of work, (c) ensure that the process for quality control is occurring, including testing, inspections, mock-ups and the identification and correction of deficiencies, (d) 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 properly completed, and (e) ensure the overall compliance of the work with the contract documents. The QC Manager shall have not less than 6 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 may not also serve as the Project Manager or Field Superintendent.

(4) 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.

(5) 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; 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 so note this on the Price Proposal form in the space provided for the hourly billing rates for this position.

- 1.2 Out-of-town travel expenses for field personnel related to off-site equipment, materials inspections, including hotel, meals, and transportation are the only travel expenses allowable reimbursement under the General Conditions

- 1.3 Adequate field supervisory and on-site staff for one (1) month after Substantial Completion to allow the expeditious completion of the punch list, project close out, and financial close out, including submission of the final GMP report
 - 1.4 Adequate field supervisory and on-site staff for effective management of record keeping and tracking of recycled content of materials and products utilized, and recycling of waste materials. The required documentation from the CM and Trade Contractors shall be submitted to the University.
 - 1.5 Main office personnel, including the Project Executive, and on-site staff positions not specifically identified in this Section are not included in General Conditions regardless of the physical location of the personnel, and shall be included in the CM Construction Fee. Some examples of non-eligible costs are information technology personnel, financial or accounting personnel, safety personnel, estimators and schedulers, regardless of their physical location.
 - 1.6 Bonuses of any type are not eligible as General Conditions items.
 - 1.7 Costs for on-site field staff will be paid on a reimbursable basis in accordance with the actual hours worked and the quoted hourly billing rate for each position (with some exceptions as noted below*). The quoted hourly rates for on-site staff/field personnel shall be based on Direct Personnel Expenses [raw employee costs (direct salary) plus actual burden costs which are limited to auto allowance, bonus, FICA, SCUTA, FETA, 401K, vacation and sick leave (or paid time off (PTO)), holidays, jury duty leave and bereavement leave] with no employee overhead mark-up. These rates are to include automobile/travel expenses except those identified in 1.2 above. The quoted hourly billing rates are to include, but not be limited to, all of these costs and are the rates to be used for billing for on-site CM personnel. The hours for the full time on-site staff are to be reduced by any PTO leave hours. For example, there are 2080 hours per year for full time staff. Based on this, if the annual PTO hours for the Project Manager are 192 hours per year, then the on-site hours identified for this position should 1,888 hours per year.
 - 1.8 Costs associated with field personnel relocation and/or living expenses due to his/her assignment on the University's Project are not allowable for reimbursement under the General Conditions.
 - 1.9 Costs for non-personnel General Conditions will be paid on a reimbursable basis based on actual costs with the appropriate documentation. These items included, but are not limited to, those noted in Section B. below.
 - 1.10 The CM is to also include the University allowances, as identified in the solicitation document, within its non-personnel General Conditions, inclusive of the allowance amount. Such University allowances may include: (1) third party testing and inspection services; (2) BIM survey services; (3) X-Ray/GPR; (4) Exact Built photographic documentation; (5) mock-ups, and (6) Hazmat Identification/Abatement.
2. **Vehicles**
- 2.1 Expenses for vehicles utilized by field personnel *on site only* including lease, insurance, maintenance and repair costs, and the cost of gas or fuel.
 - 2.2 If the Field Superintendent is provided with a pick-up truck or similar vehicle to use on the site and for travel to and from the job site each day, the costs associated with this vehicle are allowable; however, the monthly costs must be identified in the GMP submittal and approved by the University.

3. Safety and Site Security:

- 3.1 The CM shall establish and maintain an on-site safety program throughout construction. Project safety meetings shall include the topic of mental health on the agenda.
- 3.2 First aid supplies/station, fire extinguishers, visitor and CM personnel hardhats and goggles, safety signage, safety lights and security locks.
- 3.3 The provision, installation and maintenance of safety devices, including safety railings and barricades, door and window closures, safety lights, fall protection, partitions, stairs, signage, site fencing around the limits of disturbance, covered walks/canopies, traffic control devices, and other safety devices.
- 3.4 Flagmen and the services of a security company, if needed, which would provide on-site security personnel and other measures to maintain the site security through the project construction phase.
- 3.5 With the exception of the on-site Safety Manager (noted in 1.1 above), all other costs associated with CM's safety personnel and program are not in General Conditions regardless of the personnel's physical location and shall be included in the CM Construction Phase Fee; this Some examples of personnel that are not in General Conditions are safety program manager, training personnel, inspection personnel, and other safety personnel. If the CM elects to engage a third party to manage and oversee its safety program, these costs are not in the General Conditions and shall be included in the CM's Construction Phase fee.

4. Temporary Field Facilities and Services:

- 4.1 Set up, removal, and monthly rent for field office trailers. If the CM is providing a field trailer(s) owned by the CM, it will require the approval of the Procurement Officer based on an analysis conducted by the University to determine if this is the most cost effective approach for the Project.
- 4.2 For the CM's trailer(s), the University shall supply (a) electricity and (b) water from the University's existing water system. All other utilities for the trailer(s) and associated connections are the responsibility of the CM (e.g. heating equipment and heat source (unless electric), sewer, etc.).
- 4.3 Provide field office communication services for land telephone and its voice mail, cellular phones, two-way radios and internet connections.
- 4.4 Cleaning and security alarm systems for CM field office.
- 4.5 Temporary toilets/sanitary facilities, including paper products.
- 4.6 Project sign(s) identifying the Project, and construction signage as required for directional or traffic control purposes. See Section 00700 for the specifics on the project sign.
- 4.7 Installation and maintenance of temporary roads, as needed
- 4.8 Provide progress photos throughout the project construction phase(s) to document the project and any special conditions and as required in the Solicitation.

5. Field Offices' Equipment and Software:

- 5.1 The CM's field office equipment shall include at least one copy machine; one scanner; one digital camera and the software associated with this equipment; office furniture for personnel; and a table and chairs for a 12-person conferenceroom. (If any furniture or equipment is newly purchased, it is to be turned over to the University, if requested, at the completion of the Project.)
- 5.2 Maintenance and repair of field office equipment for CM on-site field representative(s).
- 5.3 Computer equipment and associated office software (Word, Excel, etc.) but excluding CM standard or proprietary computer software. Software support provided by CM's personnel or by an independent company; and maintenance and repair of field office computer equipment.
- 5.4 Personal electronic devices are *not included* in General Conditions.

6. Field Offices' Supplies and Postage/Shipping:

- 6.1 Field office supplies and postage/shipping.
- 6.2 Postage, shipping, and deliveries of submittals, reports, and other required deliveries during construction.

7. Project Documentation and Reproduction during Construction:

- 7.1 The project team will utilize the UMBC's Project Management software, e-Builder, to process, review and approve project documentation during construction.
- 7.2 Other miscellaneous field reproduction costs, such as correspondence, close-out documents, record documents.

8. Temporary Utilities for Project Construction:

- 8.1 Temporary power; temporary power for lighting; temporary water, sewer, gas, and building heat required from NTP for Construction to Substantial Completion (or beneficial occupancy if not on the same day). The equipment and associated items for these temporary utilities are to be included in the applicable trade contractors' scope of work with the associated utility costs borne by the University.
- 8.2 Set up and maintenance of temporary utilities, including temporary meters, shall be included in Trade Contracts.
- 8.3 Temporary building heat is the responsibility of the Mechanical Contractor and shall be included in this trade contractor's contract. Temporary heat for specific trade work such as concrete and masonry shall be included in the respective Trade Contractors' contracts.
- 8.4 Temporary lighting installation, such as wiring, fixtures, fittings, lamps, secondary panels, and other devices, is the responsibility of the Electrical Contractor and shall be included in this trade contractor's contract.
- 8.5 CM shall ensure proper use of these services and prevent waste and excesses by their personnel or by the Trade Contractors.

9. Waste Management and Cleaning

- 9.1 Daily site clean-up, trash and recycling collection and removal which must practically remain outside of the trade/subcontractors' contracts along with dumpster services and rubbish chutes (if applicable) shall be in the CM's general conditions. Labor cost for management of the daily site cleaning and trash collection shall be included under Part B Paragraph 1.1 in this section.
- 9.2 Daily and rough cleaning is not in General Conditions, and shall be in the Trade Contractors' contract.
- 9.3 Regular trash and recycling collection to the dumpster locations on the project site shall be in a Trade Contractors' contracts.
- 9.4 Final cleaning including, but not limited to, floors, walls, windows/glass cleaning and hardware. (University's preference is to use the University's housekeeping contractor who is familiar with the University's requirements and products).

10. Weather and Other Protection

- 10.1 Protection of existing facilities, where applicable, and protection of finished work shall be included in Trade Contractors' contracts.
- 10.2 Protection of adjacent property, buildings, utilities and elevator cabs.
- 10.3 Temporary weather and dust protection (that which practically remains outside of Trade Contracts) as may be required during construction.
- 10.4 Site snow removal, as may be required during construction.
- 10.5 Materials for maintenance of erosion control after the end of the Site Trade Contractor's maintenance.
- 10.6 Pumping and dewatering shall be included in the applicable Trade Contractor's contract.

11. Material Handling

- 11.1 Cranes and crane operators shall be in the applicable Trade Contractors' contracts. Material hoists and hoist operators shall be in the CM's non-personnel general conditions.
- 11.2 Job site elevator, as applicable.
- 11.3 Establish and maintain an appropriate shipping/receiving system.

12. Elevator Operators

- 12.1 Elevator operators after receipt of a temporary elevator permit.
- 12.2 Elevator operators shall be assumed to be in a Trade Contract prior to receipt of a temporary elevator permit.

13. Miscellaneous Materials and Small Tools:

13.1 Miscellaneous materials, small tools, surveying equipment, and other types of equipment as may be required for use by the CM's field staff only.

13.2 Provide miscellaneous materials.

14. Permits and Fees

14.1 Acquired required permits except that the cost of the plumbing and gas fitting permit shall be borne by the Plumbing Trade Contractor.

15. Insurance, and Performance and Payment Bonds:

15.1 Required insurance (liability, workmen's compensation, and builder's risk) and bonds (100% performance and payment) for the Construction Phase of the Project.

15.2 These costs are to be included in the CM's quoted General Conditions with a breakout amount for (a) builder's risk insurance and (b) all other required insurance.

15.3 These quoted costs shall be based on the amount of the Project Construction Costs identified in the Solicitation. For CM construction change order proposals, the insurance and bond costs are to be based on the percentage of the quoted costs relative to the Project Construction Costs. For example, if the quoted bond costs are \$100,000 and the Project Construction Costs are \$10,000,000, the percentage for bond costs is 1.0%. Therefore, 1% would be applied to change order proposals to determine the applicable bond costs. And, the insurance cost percentage would be calculated in the same way and applied to change order proposals.

15.4 Bond riders will be required to be provided by the CM each time the cumulative amount of contract amendments totals \$500K. For example, if the GMP amount is \$10M and contract amendment #5 brings the total amendments to date to over \$500K, the University will request and the CM will provide a bond rider to increase the performance and payment bond to the new contract amount. With each subsequent group of contract amendments that exceed \$500K, the University will request and the CM will provide a performance and payment bond rider to the new contract amount.

16. Professional and Special Services:

16.1 Surveyors services (e.g. site surveys, building and site layouts, etc.) as required by the Construction Documents.

16.2 Third Party Testing and Inspection services (under the identified University allowance).

16.3 Scheduling services provided by a third party consultant can be included in the CM's General Conditions. If scheduling services are provided by one of the CM's on-site staff positions, the associated costs are included in that position's hours. If scheduling services are provided by CM staff members who are NOT one of the on-site CM staff positions, such costs shall be included in the CM's Construction Phase Fee.

16.4 Legal services required by the CM are not included in General Conditions. Any and all costs for legal services for any eventuality shall be included in the CM Construction Phase fee.

16.5 Any other services not specifically named are not included in General Conditions and shall be included in the CM Construction Phase fee.

17. Close Out/De-Mobilization:

17.1 Punch list clean-up inclusive of patching and re-painting, as needed.

17.2 Restoration of the site, as applicable, inclusive of repair of pavement and sidewalks.

17.3 Final lien releases for all trade contracts.

17.4 Record set of drawings prepared by the A/E based on the as-built drawings.

17.5 One copy of the project files and records for University archives, in the required format.

17.6 Final project construction costs in both CSI format and Building Component format.

18. GENERAL CONDITIONS COSTS SUMMARY MATRIX

This matrix provides a general summary of the requirements of this document, but does not supersede the requirements of the solicitation document, nor does it necessarily include all the requirements of the solicitation document.

Section #	Category	In CM General Conditions	In CM Construction Phase Fee	In Trade Contract(s)	Comments
1	CM On-Site/ Field Personnel	Specifically named positions only	Positions not specifically named	N/A	
2	CM Vehicles	X (on-site use except Field Superintendent)			See #2.2 for notes on vehicle for the Field Superintendent
3	Safety & Site Security	X (including Safety Manager)	X (CM safety personnel other than Safety Manager)		See #3.5 for details on CM safety personnel
4	Temporary Field Facilities & Services	X			See #4.1 for notes on CM-owned trailer
5	Field Offices' Equipment and Software	X			Excludes personal electronic devices and see #5.1 for note on newly purchased items.

Section #	Category	In CM General Conditions	In CM Construction Phase Fee	In Trade Contract(s)	Comments
6	Field Offices' Supplies and Postage/Shipping	X			
7	Project Documentation and Reproduction	X			
8	Temporary Utilities for Project Construction			X	See #8 for full details
9	Waste Management and Cleaning	X (which must practically remain "outside" of the trade contractors' contract)		X (Daily and rough cleaning and collection to dumpsters)	
10	Weather and Other Protection	X		X (existing facilities and finished work and pumping and dewatering)	See #10 for full details
11	Material Handling	X (Job site elevator, material hoist & operator, and shipping/receiving system)		X (cranes and operators)	
12	Elevator Operators	X (after receipt of temp permit)		X (prior to receipt of temp permit)	
13	Miscellaneous Materials and Small Tools	X (for use by CM field staff only)			
14	Permits and Fees	X		X (plumbing & gas fitting permits only by Plumbing Contractor)	
15	Insurance and Bonds	X			See #15 for full details

Section #	Category	In CM General Conditions	In CM Construction Phase Fee	In Trade Contract(s)	Comments
16	Professional and Special Services	X (surveying, third party testing and inspections, scheduling services by a third party consultant, and BIM services, if applicable)	X (scheduling by non, on-site CM staff, legal and any other services not named)		

ATTACHMENT D

UNIVERSITY SUBMITTAL/SHOP DRAWING FLOW CHART

University Shop Drawings/Submittal Review Process

Forward Work Flow of Submittals



Return Work Flow of Submittals



ATTACHMENT E
PRICE PROPOSAL FORM

PROPOSAL NO. RFP #BC-21286-C
PRICE PROPOSAL DUE: MONDAY, JANUARY 9, 2023 ON OR BEFORE 11:59 P.M.
PRICE PROPOSAL FOR: CMAR SERVICES-UMBC SPRING GROVE PROJECT

NAME OF PROPOSER: _____

FID #: _____

PRICE PROPOSAL

DATE _____

Ms. Elizabeth Moss
University of Maryland, Baltimore County
1000 Hilltop Circle, Administration Building, 7TH Floor
Baltimore, MD 21250

Dear Ms. Moss:

The undersigned, hereby submits a price proposal for the construction management services for the UMBC Sherman Hall Renewal Project as set forth in the UMBC RFP #BC-21286-C dated 10/19/22 and Addenda as follows:

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 guaranteed maximum price quoted below.

1. PART A. 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 \$152,500 of University allowances 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. (Exhibit A of Price Proposal Form)

2. PART B. TOTAL CONSTRUCTION PHASE CONSTRUCTION MANAGEMENT FEE: The total projected hard construction costs (Project Construction Costs) for this Project are \$22,400,000 inclusive of (i) CM construction costs (Construction Phase Fee, General Conditions costs for on-site staff and non-personnel general conditions, and the CM-GMP contingency) and (ii) University Construction Allowances (to be included in the CM's General Conditions costs), but exclusive of the University/Owner's Construction contingency and A/E fees.

Total Construction Phase Construction Management Fee: (in words and figures)

_____ (\$_____)

PROPOSAL NO. RFP #BC-21286-C
PRICE PROPOSAL DUE: MONDAY, JANUARY 9, 2023 ON OR BEFORE 11:59 P.M.
PRICE PROPOSAL FOR: CMAR SERVICES-UMBC SPRING GROVE PROJECT

NAME OF PROPOSER: _____

3. PART C: TOTAL REIMBURSABLE ITEMS: Each Proposer is to provide quoted 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. A breakdown of the General Conditions On Site Staff Reimbursables (Exhibit B) and the General Conditions Non-personnel Items (Exhibit C) are to be completed and included with the Price Proposal.

3.1 GENERAL CONDITIONS – TOTAL ON SITE CM STAFF REIMBURSABLES* ONLY FOR THE PROJECT per Attachment C of the RFP. [Note: Non-personnel General Conditions items noted in 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 ITEMS 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 University allowances of \$300,000 for Third Party Testing and Inspections, Exact Built Documents, and Hazardous Materials Identification/ Abatement for the project as noted in the RFP. Note: Quoted prices for bonds and insurance are to be based on the Project Construction Costs. The remaining items under these non-personnel reimbursable costs should be quoted separately.

3.2.1 Performance and Payment Bonds \$ _____

3.2.2 Insurance \$ _____

3.2.3 Balance of Non-Personnel \$ _____

3.2.4 Total General Conditions Non-Personnel Reimbursable: (in words and figures)

_____ (\$ _____)

3.3 TOTAL CM-GMP Contingency: Quoted amount of this contingency (see Section 00400 for details on this) for the Project.

Total CM-GMP Contingency (in words and figures)

_____ (\$ _____)

3.4 Total CM Reimbursable Costs (sum of 3.1, 3.2.4 and 3.3): (in words and figures)

_____ (\$ _____)

PROPOSAL NO. RFP #BC-21286-C
PRICE PROPOSAL DUE: JANUARY 9, 2023 ON OR BEFORE 11:59 P.M.
PRICE PROPOSAL FOR: CMAR SERVICES–UMBC SPRING GROVE PROJECT

NAME OF PROPOSER: _____

4. TOTAL CM PRICE PROPOSAL (SUM OF #1, #2, and #3.4)
(in words and figures)

_____ (\$ _____)

5. Billable, hourly rates for on-site staff:

#	Position	Regular Rate	Overtime Rate	Second Shift Rate
1	Project Manager	\$	\$ N/A	\$ N/A
2	Assistant Project Manager	\$	\$	\$
3	Field Superintendent	\$	\$	\$
4	Assistant Superintendent	\$	\$	\$
5	Foreman	\$	\$	\$
6	Project Engineer (A/S/C)	\$	\$	\$
7	Project Engineer (M/E/P)	\$	\$	\$
8	Field Secretary/Clerk	\$	\$	\$
9	Clerk/Document Control Person	\$	\$	\$
10	BIM Manager	\$	\$	\$
11	Quality Control Manager	\$	\$	\$
12	Close Out Engineer	\$	\$	\$
13	Field Accountant	\$	\$	\$
14	Test Engineer	\$	\$	\$
15	Safety Manager	\$	\$	\$

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 Costs 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.

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 the 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 the first construction contract amendment to incorporate trade work and CM construction costs with bond riders to provided, as required, for each subsequent contract amendment.

PROPOSAL NO. RFP #BC-21286-C
PRICE PROPOSAL DUE: JANUARY 9, 2023 ON OR BEFORE 11:59 P.M.
PRICE PROPOSAL FOR: CMAR SERVICES–UMBC SPRING GROVE PROJECT

NAME OF PROPOSER: _____

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 10% 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:

- Pre-Construction Services Breakdown – Exhibit A
- General Conditions On Site Staff Reimbursable Breakdown Exhibit B
- General Conditions Non-Personnel Items Breakdown Exhibit C

**UMBC SPRING GROVE PROJECT
RFP #BC-21286-C**

**PRICE PROPOSAL – EXHIBIT A
PRE-CONSTRUCTION SERVICES SCHEDULE OF COSTS**

PROPOSER'S NAME: _____

PLEASE NOTE THE FOLLOWING:

1. This exhibit is to be included with the Proposer's Price Proposal.
2. This exhibit is per Section 00400 Scope of Services for Pre-Construction of the RFP documents inclusive of issued addendum.

#	ITEM	QUOTED COST	SUBTOTAL
1	Project Review/Design Progress Meetings		
2	Value Engineering Services		
2.1	Schematic Design		
2.2	Design Development		
2.3	Construction Documents		
2.4	Subtotal for VE		
3.	Cost Estimating Services (inclusive of ad hoc estimating as needed)		
3.1	Program Verification		
3.2	100% Design Development		
3.3	50% Construction Documents		
3.4	95% Construction Documents		
3.5	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	50% Construction Documents		
5.4	Subtotal for Constructability/Design Review Services		
6.	Bidding and GMPs Preparation		
7	Pre-construction allowances		
	Site Investigation Allowance	\$150,000	
	Reproduction allowance for trade bidding only	\$2,500	
	Total Pre-Construction Allowances		\$152,500
8	Total Pre-Construction Fee		

Signer's Initials: _____

**UMBC SPRING GROVE PROJECT
RFP #BC-21286-C**

**PRICE PROPOSAL - EXHIBIT B
GENERAL CONDITIONS ON-SITE STAFF REIMBURSABLE BREAKDOWN**

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 less PTO hours.*
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.

Position	Estimated Total Hours	Hourly Rate	Total Not-to-Exceed Cost
Project Manager		\$	\$
Field Superintendent (must be full time)		\$	\$
Assistant Project Manager		\$	\$
Assistant Superintendent		\$	\$
Foreman		\$	\$
Project Engineer (A/S/C)		\$	\$
Project Engineer (M/E/P)		\$	\$
Field Secretary/Clerk		\$	\$
Clerk/Document Control Person		\$	\$
Field Accountant		\$	\$
Project Close Out Engineer		\$	\$
BIM Manager		\$	\$
Quality Control Manager		\$	\$
Test Engineer		\$	\$
Safety Manager		\$	\$
Totals:			\$

Signer's Initials: _____

**UMBC SPRING GROVE PROJECT
RFP #BC-21286-C**

**PRICE PROPOSAL FORM - EXHIBIT C
GENERAL CONDITIONS NON-PERSONNEL ITEMS**

PROPOSER'S NAME:

PLEASE NOTE THE FOLLOWING:

1. This exhibit is to be included with the Proposer's Price Proposal.
2. This exhibit is per Attachment C of the RFP documents **excluding on-site staffing** (as the breakdown of staff reimbursables is provided in Exhibit B as noted below).

Attachment C Section B#	ITEM	COST BREAKDOWN
1	CM On-site/Field Personnel	See Exhibit B
2/3	CM Vehicles/Safety and Security	
4/5/6/7	Temporary Field Facilities & Services; Field Offices' Equipment and Software; Field Offices' Supplies and Postage/Shipping; and, Project Documentation and Reproduction	
8	Temporary Utilities for Project Construction	
9/10	Waste Management and Cleaning, and Weather and Other Protections	
11/12	Material Handling, and Elevator Operators	
13/14	Miscellaneous Materials and Small Tools, and Permits and Fees	
16	Professional and Special Services	
	SUBTOTAL	
15	Insurance (Refer to 6.05 and 6.06 of Section 00700)	
15	Bond (100% Performance and Payment Bonds)	
University Allowances	Testing & Inspection Allowance, Exact Built, and Hazardous Material Abatement	\$300,000
TOTAL:		

Signer's Initials: _____

ATTACHMENT F

SAMPLE VE COST INFORMATION TO BE PROVIDED BY CM