



REQUEST FOR PROPOSAL: RFP 20P-001

**CONSTRUCTION MANAGEMENT AT RISK SERVICES WITH
GUARANTEED MAXIMUM PRICE (GMP)**

CHESAPEAKE WELCOME CENTER RENOVATION AND ADDITION

QUESTIONS CONCERNING THIS SOLICITATION MUST BE SENT TO:

Sandra E. Clifford
Director for Procurement
Harford Community College
401 Thomas Run Road
Bel Air, MD 21015
443-412-2416
sclifford@harford.edu

ISSUE DATE: August 15, 2019

**REQUEST FOR PROPOSAL RFP 20P-001
SCHEDULE**

**CONSTRUCTION MANAGEMENT SERVICES WITH
GUARANTEED MAXIMUM PRICE (GMP)**

ISSUING OFFICER

Sandra E. Clifford
Director for Procurement
Harford Community College
Procurement Office
Conowingo Center Building
401 Thomas Run Road
Bel Air, MD 21015
Tel: 410-836-4416
Fax: 410-836-4392
E-mail: sclifford@harford.edu

The point of contact for HCC for purposes of this RFP is the Issuing Officer. All questions and inquiries regarding this proposal must be submitted to the Director for Procurement in writing, preferably email.

SCHEDULE

Solicitation Released	08/15/19
Pre-proposal Conference (10:00 AM, Darlington Hall Room 202A)	08/27/19*
Deadline for Receipt of Questions	09/04/19
Technical Proposal Due Date	09/18/19
Oral Presentations	10/7/19 thru 10/11/19
Financial Proposal Due Date	10/16/19
Finance and Audit Approval	10/22/19 (Finance and Audit)
Board of Trustees Approval (pre-construction)	11/12/19
Release of subsequent construction phase CM at Risk	9/1/2021 (pending approval)

***NOTE: A site visit will be conducted in conjunction with the pre-proposal conference (see Section 200, Paragraph C, for more details).** Refer to the HCC website on www.harford.edu for campus maps for parking areas. **Traffic and parking will be extremely heavy due to the first week of classes beginning Monday, August 26th; please plan accordingly.**

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SECTION 100

I. INSTRUCTIONS TO OFFERORS

SECTION 100

I. INSTRUCTIONS TO OFFERORS

A. SUMMARY

1. The objective of this Request for Proposal (RFP) is for Harford Community College (herein referred to as "College") to select a Construction Management At Risk (CMAR) firm to provide professional management and construction services during the design, renovation, and construction at the Chesapeake Welcome Center project described more fully set forth in Section 400, Article 4 -Specifications. The project will be designed in total; however, the construction of the Project may be sequenced based on the requirements of the College.
2. Generally, the CM at Risk will be a member of the Project Team consisting of representatives from the College, the Architect/Engineer, and other consultants as required as more fully set forth below. Generally, it will be the responsibility of the CMAR to integrate the design and construction phases, utilizing his 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 pre-construction/design phase. During the construction phase, the CMAR will be responsible for constructing the project under the Guaranteed Maximum Price (GMP) inclusive of all construction services therein.
3. Upon selection of the CMAR firm and acceptance by the college's Board of Trustees, the Contract will be executed for pre-construction phase services, which includes the provision of the Guaranteed Maximum Prices (GMP) for construction of the Project by the CMAR.

Subsequently, and in accordance with the terms and conditions of this RFP, amendments to the CMAR contract are anticipated to be issued for construction services upon acceptance by the College (as described elsewhere in this document).
4. The Contract will govern all pre-construction and construction phases of this Project (Refer to Articles 1 through 3 of Section 400 of this document for further detail).
5. All work performed under this contract shall be in accordance with the "General Conditions of the Contract for Construction," AIA DOCUMENT A201, 2017 EDITION and "Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price where the Construction Manager is also the Constructor", AIA DOCUMENT133, 2009 EDITION as modified or supplemented by any amendments, supplementary conditions, the Contract Documents as listed herein, any addenda, and other components of the Contract.

B. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS

For detailed information on preparation and submittal of proposals see Section 300 "Proposals, Evaluation and Forms."

C. ISSUING OFFICE

1. The Issuing Office is the Procurement Office of the Harford Community College, Conowingo Building, 401 Thomas Run Road, Bel Air, MD 21015.
2. The Issuing Office shall be the **sole** point of contact with the College for purposes of the preparation and submittal of the RFP proposal.
3. All questions on this procurement shall be directed to the Issuing Office.

D. PRE-PROPOSAL CONFERENCE

1. **A Pre-Proposal Conference inclusive of site tour will be held as stated on the Schedule.**
2. A walk through of the Project site will be conducted immediately following the Pre-Proposal Conference.
3. Attendance is not mandatory, but is strongly recommended as clarifications may be provided.

E. DUE DATE AND TIME

1. **Five (5) original copies, and one (1) electronic copy in PDF format of the Technical Proposal only must arrive at the Issuing Office at the time indicated in the RFP Schedule Page in order to be considered. Addendum or addenda, if any, will be advertised on EMaryland Marketplace Advantage and Harford Community College Procurement Website, and it is the responsibility of the Offeror to check these sites before submitting its proposal, and reference such addendum or addenda in its proposal.**
2. Oral presentations will only be requested from those firms that achieve the highest technical scores per the RFP (see Section 300 for further details).
3. Price Proposals will only be requested from those firms whose combined score for the technical proposals and oral presentations achieve the highest technical scores per the RFP (see Section 300 for further details). The due date for Price Proposals will be set upon completion of the technical evaluation.
4. Proposals may be hand delivered, express mailed or otherwise sent to arrive prior to the proposal due date/time as stated in the RFP Schedule to Harford Community College, Conowingo Building, Bel Air, MD 21015. Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Department.
5. LATE PROPOSALS CANNOT BE ACCEPTED. The closing date is stated in the RFP Schedule. Proposals shall be addressed as stated on the cover page of this RFP with the respective RFP number clearly marked on the outside of the sealed package and the Offerors name and address. Proposals arriving after the closing time and date will not be considered. There will be no formal proposal opening.

F. 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.

G. QUESTIONS AND INQUIRIES

1. Questions and inquiries shall be directed to the individuals referenced with the Issuing Office above. The Issuing Office will be open from 7:30 a.m. to 4:30 p.m., Monday - Friday. Questions and inquiries are required to be submitted in writing by the date and time found in the Schedule page, as per Section O below.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda per Section O below.

H. TERMINOLOGY

All references in this RFP to the Construction Manager At Risk(CMAR), Offeror, Architect, and other person or persons are made relative to the singular person, male gender (e.g. "he," "him," "his," etc.) These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform to commonly used construction specifications language.

I. SITE INVESTIGATION

By submitting a proposal, the Offeror acknowledges that he has investigated and satisfied himself 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 Offeror to acquaint himself with the available information will not relieve him from responsibility for estimating properly the cost of successfully performing the work. The College shall not be responsible for any conclusions or interpretations made by the Offeror of the information made available by the College.

J. COMPETITIVE NEGOTIATION

1. The College reserves the right to make an award with or without negotiations. The College reserves the right to short list Offerors, based on the technical evaluation of the College Team, to a manageable number. Only those Offerors who are determined to be the highest technically rated shall be offered the opportunity to participate in the process.
1. 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 College.
3. The College reserves the right to request a best and final price proposal.

K. PROPOSAL SECURITY

With submission of the Price Proposal in accordance with this RFP, all Offerors are required to comply with the following proposal security:

1. If the Offeror's Technical Proposal is found responsive and is requested to submit a Price Proposal, and the total Price Proposal is \$100,000.00 or more, each Offeror shall furnish with his price proposal a "bid bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the price proposal (sum of the fees and reimbursables) and shall be in the form specified (see Attachment B).
2. Acceptable security shall be limited to: a) a bond in a form satisfactory to the State underwritten by a surety company authorized to do business in the State; b) a bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account; and c) pledges of securities backed by full faith and credit of the United States government or bonds issued by the State of Maryland.
3. Should the Offeror to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the Offeror to whom the award subsequently is made shall be paid to the College as liquidated damages.
4. The Offeror to whom a contract in excess of \$100,000.00 is awarded also 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 (see samples in Attachment B). These must be provided at the time of the signing of the contract and prior to the start of any work.

5. Evaluation of a Request for Proposal takes a considerable length of time. Maryland State Law does not permit any information regarding the evaluation to be released prior to the award. The award date of the 1st phase is dependent on approval by the by the College Board of Trustees, and the subsequent phase also requires approval by the Board of Public Works.
6. Bid Bonds remain in effect a minimum of one hundred twenty (120) days from the due date of the Price Proposals as all Price Proposals shall remain firm for one hundred twenty calendar days (refer to Section 100, M below).
7. Should the Offeror to whom the contract is awarded fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the Offeror to whom the award subsequently is made shall be paid to the College as liquidated damages.
8. Performance and Payment Bonds, each in the amount of one hundred percent (100%) of each contract amendment for construction work, must be furnished, including executed Change Orders, in the form specified (see forms in Attachment B). Please note that as part of the Technical Proposal, an Offeror must indicate its capability of obtaining the necessary bonds.
9. At the time of presentation of the Guaranteed Maximum Price (GMP), the Construction Manager at Risk will be required to comply with proposal security requirements and provide an additional bid bond or other acceptable security on the terms and conditions set forth above. Should the Contractor fail to execute the Contract Amendment(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 at Risk subsequently shall be paid to the College as liquidated damages.

L. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES

The College 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 College and State of Maryland. For the same reason, the College reserves the right to waive any minor irregularity in a proposal.

M. IRREVOCABILITY OF PROPOSALS

1. The pre-construction phase CM At Risk fee price proposal for this project shall be irrevocable for one hundred twenty (120) calendar days from the proposal due date. This period may be extended by written mutual agreement between the Offeror and the College.
2. The Construction Phase CM at Risk fee price proposal shall remain irrevocable until acceptance of the GMP and approval of the amendment to the contract to reflect the construction work.

N. LICENSES AND QUALIFICATIONS

1. The College reserves the right to require that the Construction Manager at Risk 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 300 of this RFP for further information/details.)

O. CLARIFICATIONS AND ADDENDA

1. Should an Offeror find discrepancies in the RFP documents, or should he be in doubt as to the meaning or intent of any part thereof, he must, not later than the date and time indicated in the Schedule Page, 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 Offeror for expense made necessary by reason of later interpretation of the RFP documents by the College. 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 EMaryland Marketplace Advantage and the College's Procurement Website. It is the Offeror's responsibility to check these sites and obtain any addendum or addenda.**

P. CANCELLATION OF THE RFP

The College may cancel this RFP, in whole or in part, at any time prior to the opening of the proposals.

Q. PROPOSAL ACCEPTANCE

The College 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 Offerors, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

R. ORAL PRESENTATION

1. Offerors who submit proposals and achieve the highest technical evaluation will be required to make individual presentations to College representatives (see Section 300 for details).
2. The College also reserves the right to visit Offeror's place of business during the evaluation process.

S. ECONOMY OF PREPARATION

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

T. CONFIDENTIAL/PROPRIETARY INFORMATION

Offerors 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, Subtitle 3 of the Annotated Code of Maryland. Offerors 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).

U. MINORITY BUSINESS ENTERPRISE NOTICE

1. Minority business enterprises are strongly encouraged to respond to this RFP.

2. The College encourages minority participation. The form entitled "Minority Business Enterprise Participation Form" will be required with the submission of the Technical Proposal (see Attachment A).
3. The College requires a minimum MBE participation level of 10%, with a goal of the CM at Risk using its best efforts to achieve 15% or greater (see Section 300 for details).

V. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE

Offerors providing materials, equipment, supplies or services to the College 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 College and receives in the aggregate \$100,000, or more, during a calendar year shall, within 30 days of the time when the \$100,000 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.

W. 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.

X. BID/PROPOSAL AFFIDAVIT

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

Y. MULTIPLE/ALTERNATIVE PROPOSALS

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

Z. JOINT VENTURE OFFERORS

If the Offeror is a joint venture firm, the Offeror 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 Offeror (see Section 300 for details), the Offeror must identify the responsibilities of each joint venture party with respect to the scope of services/work (per Section 400) inclusive of the requirements for each entity based on such services as described in this RFP document.

Note: If the selected Construction Manager at Risk is a joint venture firm, all joint venture parties will be held responsible for the contract obligations separately and severally.

AA. ADDENDUM

Addenda will be posted on EMaryland Marketplace and the Harford Community College website. Offerors are responsible to obtain any and all addenda.

BB. INCURRED EXPENSES

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

CC. MARYLAND PUBLIC ETHICS LAW, TITLE 5

The College enforces Maryland Public Ethics Law which prohibits, among other things, 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 Annotated Code, General Provisions Article, § 5-502.

If the bidder/offeror has any questions concerning application of the State Ethics Law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to seek advice from the State Ethics Commission: State Ethics Commission, 45 Calvert Street, Annapolis, MD 21401, (410) 260-7770.

The issuing officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The issuing officer may require the bidder/offeror 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.

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.

DD. 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.

EE. INSURANCE/INDEMNIFICATION

REQUIRED INSURANCE – The purchase of insurance does not relieve the Contractor of any obligations assumed under this contract. Failure to maintain required insurance shall be viewed as a material breach of the contract by the Contractor.

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to property or person used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located,

resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.

- B. The Contractor shall, during the continuance of all work under the contract, provide the following commercial insurance coverage:
1. Statutory Worker's Compensation and Employer's Liability Insurance under the State of Maryland statutory requirements, to protect the Contractor from any liability or damages of any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the state of Maryland, or which may be hereinafter enacted. The Worker's Compensation Policy should include a Waiver of Subrogation in favor of Harford Community College.
 2. Commercial General Liability Insurance to protect the Contractor, its subcontractors, and the interest of the Harford Community College, Harford County, MD., against any and all injuries to third parties, including bodily injury, personal injury and property damage, resulting from any action or operation under the contract or in connection with the contract work. The General Liability Insurance shall provide combined single limits of at least \$1,000,000 per occurrence, naming Harford Community College and Harford County, MD as an Additional Insured and it shall be stated on the insurance certificate with the provision that this coverage is primary and non-contributory to all other coverage the College and Harford County may possess. The Commercial General Liability Policy should include a Waiver of Subrogation in favor of Harford Community College. The policy shall contain, but not be limited to, the following coverage endorsements:

Contractual Liability, including Subcontractors;
Personal and Advertising Injury;
Products and Completed Operations - Products and Completed Operations insurance shall be maintained for a minimum period of two years after final payment, and Contractor shall continue to provide evidence of such coverage to owner on an annual basis during the aforementioned period; and
Explosion, Collapse, and Underground Hazards (XCU) - required if such exposure exists due to the nature of the construction site.
 3. Automobile Liability Insurance with limits of liability of at least \$1,000,000 combined single limit per occurrence. Coverage shall include Owned, Non-owned, and Hired Automobile endorsements covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, mobile equipment used by the Contractor in connection with the contract work will be insured under either a Standard Automobile Liability Policy or a Comprehensive General Liability Policy including coverage for hired and non-owned vehicles.
 4. Builder's Risk Insurance with a limit of coverage equal to the construction cost on a replacement cost basis, and written on an all-risk policy form. Insurance shall be maintained until the entire project is completed and accepted by the College. The Builder's Risk Policy shall include the College, Harford County, MD and all subcontractors and sub-subcontractors as an Additional insured.
 5. IF ANY ARCHITECTURAL, ENGINEERING, DESIGN, INSPECTION OR PLANNING SERVICES ARE RENDERED, INCLUDING APPROVAL OF SUCH ACTIVITIES OF OTHERS, the following insurance is also required:

Professional Liability/Errors and Omissions coverage with limits of at least \$1,000,000. Contractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after substantial completion of the project.

- C. The Contractor agrees to provide insurance issued by companies admitted within the State of Maryland with the Best's Key Rating of at least A-. Exceptions must be requested in advance and pre-approved by the College.
- D. INDEMNIFICATION
The Contractor hereby agrees to indemnify and hold harmless the College, and their officers, agents, and all employees and volunteers, and its Board of Trustees, from any and all claims for bodily injuries, personal injuries and property including reasonable attorney's fees and the cost of hearings and appeals arising out of any such claims or suits because of any and all acts of omission, or commission of any person by the Contractor, including his agents, servants, employees, or volunteers. The foregoing indemnity agreement shall not apply to claims and suits arising out of sole and exclusive negligence of the College, its officers, agents, employees and volunteers.
- E. The successful Contractor will provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the College, before any work is started.
- F. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the College on demand.
- G. No change, cancellation, or non-renewals shall be made in any insurance coverage without a 30-day written notice to the Procurement Office, the College. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Procurement Office, the College.
- H. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the College shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the College for the entire additional cost of procuring the uncompleted portion of the contract at the time of termination.
- I. Compliance of the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of the liabilities and obligations under this heading or under any other section of provision of the contract.
- J. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the College and Harford County, MD from supervision and/or inspecting the project as to the end result.
- K. The Contractor shall assure that all subcontractors performing services in accordance with this document carry identical coverage as shown in "B" above, either individually or as an additional insured on the policies of the Contractor. Exceptions may be made only with the approval of Harford Community College. Contractor agrees to indemnify the College and Harford County, MD, for any workers' compensation claims asserted by employees of subcontractors who do not carry workers' compensation insurance.

FF. SUBCONTRACTORS

- A. Contractor shall list on the Bid Price Sheet the name of subcontractors proposed for the principal portions of the work, particularly mechanical and electrical. Contractors agree that they will be fully responsible to the College and Harford County, MD for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them.
- B. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the College and Harford County, MD.
- C. Payments to subcontractors - Prior to receiving each payment of a current estimate and final estimate, the Contractor shall certify in writing that he has made payment from proceeds of prior payments, and that he will make timely payments from proceeds of the current estimate and final estimate payment then due him, to his subcontractors and suppliers in accordance with his contractual arrangements with them.

GG. MINIMUM SAFETY REQUIREMENTS

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and the College facility rules and regulations.
- B. Contractor shall submit to the College a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. Contractor shall effectively execute the program elements and maintain the job site in a safe and healthful manner.
- C. Contractor shall provide a safe and healthful environment for its employees and agents as well as the College representatives and agents.
- D. Contractor shall report to the College any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the College as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection.
- E. All injuries, illnesses, and work related incidents shall be reported to the College immediately but no later than the next business day after the incident. Contractor shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident.
- F. By the fifth working day of each month, Contractor shall prepare a Monthly Safety Summary detailing activities, events, and accident statistics. This report shall be submitted to the College
- G. The College reserve the right to audit Contractor safety and health related records and statistical information at any time.

END OF SECTION 100

SECTION 200

II. INFORMATION AVAILABLE TO OFFERORS

SECTION 200

II. INFORMATION AVAILABLE TO OFFERORS

A. CONTRACT DOCUMENTS:

This RFP consists of the documents noted in the **Table of Contents**. All sections are contained **within the RFP document** with other documents packaged separately as noted below.

Note: The following Contract Documents are packaged separate from this RFP:

Design documents, diagrams, and narrative, as up-to-date as possible, will be made available to the short listed Offerors.

Any Addenda which may be issued prior to the Proposal Due Date. Any addenda will be announced on EMaryland Marketplace Advantage and Harford Community College Procurement website.

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

B. SET OF DOCUMENTS AVAILABLE TO OFFERORS

The RFP document is available from Harford Community College Procurement Department.

The Program Document will be available to the shortlisted bidders.

Note: This project will be a prevailing wage rate job. Prevailing wage rates shall be obtained by the successful firm at the appropriate time prior to the bidding of the trade work. The CMAR will be required to advertise the project and provide a copy of said advertisement to the College.

C. PRE-PROPOSAL CONFERENCE

1. A Pre-Proposal Conference and tour of the site will be conducted for all interested parties early in the proposal phase of the project as indicated in Section 100 Instructions to Offerors for the Construction Manager at Risk Contract. The Pre-Proposal conference/site visit is not mandatory, however, **attendance is strongly encouraged**.
2. Subsequent inspection of the site may be arranged by contacting the Issuing Office identified in Section 100 Instructions to Offerors.

Attention is directed to the following provisions in Section 100:

- G. Questions and Inquiries
- I. Site Investigation
- O. Clarifications and Addenda

END OF SECTION 200

SECTION 300

III. PROPOSALS, EVALUATION AND FORMS

SECTION 300, ARTICLE 1

III. 1. PROPOSALS, EVALUATION, AND FORMS, INTRODUCTION/OVERVIEW

A. INTRODUCTORY SUMMARY OF PROPOSAL SUBMITTALS

Responses are to consist of the following:

1. **Technical Proposal Submittal** (see Article 2 of this Section 300 for detailed information). All Offerors will be required to first submit **only a Technical Proposal without a Price Proposal**. Five (5) hard original copies, and an electronic PDF file version as an email attachment, of the Technical Proposal Submittal are to be provided by each Offeror. The Technical Proposal Submittal is due **to the Issuing Office**.
2. **Oral Presentations** (see Article 3 of this Section 300 for detailed information). Only those Offerors whose technical proposals achieve the highest scores in the Initial Technical Evaluation will be requested to attend an Oral Presentation at the College. The date and time for these sessions will be set upon completion of the initial technical evaluation; however, it is **anticipated** Oral Presentations will be conducted so Offerors are advised to set aside those calendar dates for the Key Personnel accordingly so as to avoid any conflicts.

The purpose of the Oral Presentations Session are as follows:

- 2.1. to allow the College to meet the Offeror's key personnel;
- 2.2. to discuss selected categories of the Offeror's Technical Proposal;
- 2.3. to provide an opportunity to clarify the CMAR scope of services for this Project; and,
- 2.4. to review the Price Proposal form.

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

Following the Oral Presentations, the College will conduct a Second Phase Technical Evaluation per the RFP.

3. **Financial Proposal Submittal** (see Article 3 of this Section 300 for detailed information). Only those Offerors whose combined technical proposals and oral presentation scores are the highest in the Second Phase Technical evaluation will be requested to submit a Price Proposal. One (1) original and one (1) copy (for a total of 2) of the Price Proposal are to be provided. **The Financial Proposal Submittal is due to the Issuing Office.**

B. TRANSMITTAL LETTER

A transmittal letter prepared on the Offeror'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 his 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 attested by the corporate secretary or an assistant corporate secretary.

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. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

D. BLANK FORMS

Blank forms for items required in the Technical Proposal are furnished with the RFP, under Attachment A and Attachment B respectively. The Price Proposal form is also provided, however, the price proposal will only be requested from those firms whose technical proposals achieve the required minimum technical score. Check the RFP package immediately upon receipt to see that all of these blank forms are included.

E. SAMPLE FORMS AND ENCLOSURES

Samples of all procurement forms to be enclosed with the Technical Proposal as listed in Section 300, Article 2, and the Price Proposal as listed in Section 300, Article 3 are provided in the attachments accordingly (see Section 300, Article 1, Item D, "Blank Forms" above).

END OF SECTION 300, ARTICLE 1

SECTION 300, ARTICLE 2

III. 2. PROPOSALS, EVALUATION, AND FORMS, TECHNICAL PROPOSAL SUBMITTAL

A. TECHNICAL PROPOSAL SUBMITTAL

The Technical Proposal must be submitted separate and apart from the Financial Proposal. The original for the Technical Proposal and the original for the Financial Proposal shall each be marked as "ORIGINAL", and each copy shall be marked "COPY". **NOTE: The "Original" Proposal for each volume shall prevail.**

Combining of technical and financial information or failure to submit the volumes separately sealed will result in the response being deemed NON-RESPONSIVE. The College reserves the right to photocopy or duplicate additional copies of any or all parts of the proposal for the evaluation and selection process.

Technical Proposals shall be delivered to the College's Procurement Office as noted in Section 100 of the RFP as "The Issuing Office."

The following items must be included in this Initial RFP Submittal:

- 1.) Detailed responses to Section 300, Article 2, Item C, Technical Proposal Criteria, Items 1 through 6 (noted in "C" below);
- 2.) Contractor's license (photocopy);
- 3.) Bid/Proposal Affidavit, Harford Community College; and Bid/Proposal Affidavit
- 4.) Minority Participation Exhibit I; and,

Blank forms for each of the items required in the Technical Proposal are furnished with this RFP. (Check the RFP package immediately upon receipt to see that all of the above noted blank forms are included. If any forms are missing, the Offeror is to contact the Issuing Office as noted in Section 100, Item C).

B. PROJECT CONSTRUCTION COSTS AND SCHEDULE

In order to be considered responsive, all firms must either agree with or take exception (i) to the Project Construction Costs as indicated in the "Project Specifications Cover Sheet;" and (ii) to the time frames for pre-construction/design inclusive of the CM At Risk GMP preparation/submittal and for the construction phase also indicated on same sheet.

Firms wishing to argue for a higher Project Construction Costs or adjusted Project Time Frames must do so convincingly and provide sufficient evidence to support their argument and include such documentation in the technical proposal envelope; if a Offeror does not provide this in his technical proposal, it is understood that he accepts the Project Construction Costs and Project Time Frames.

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

Firms will neither be rewarded nor penalized in any way for initially arguing with or accepting the Project Construction Costs and Project Time Frames noted in this RFP.

At the minimum the college requests site work to begin within 20 business days of approval by the by MD Board of Public Works. Time is of the essence. Time is expressly declared to be the essence in completion of the work covered by these contract documents, and the CMAR shall be liable for actual damages for delay in completion of work. Actual damages include, but are not limited to, increased construction management costs, additional inspection fees, College personnel's overtime charge to prepare the building after CMAR's completion of work, and all other costs incurred as a result of the delay in completion. Where, under the contract, additional time is allowed for the completion of the work, the new time limits will be the essence of the contract.

Note: The construction phase is subject to the authorization of funds by the County and State. Construction services will commence upon acceptance of the College Board of Trustees and Board of Public Works.

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. Offerors should describe in detail and provide evidence supporting the qualifications requested below.

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

1. **Key Supervisory Personnel:** Within this category, the named positions are defined below. These key people **MUST** be direct employees of the proposing firm.

Note: The Key Personnel Form was developed for use on this CM procurement to insure that all requested information is provided. Offerors are **required** to utilize this form; however, Offerors may elect to reproduce this form.

CM At Risk Project Executive: Senior level position from CMAR (such as Vice President) who will oversee the project from an executive level and to whom the CMAR Project Manager directly reports.

CM At Risk Project Manager: Person from Construction Manager who will be involved on a continual basis from commencement of the contract until construction completion. This person will be responsible for the overall management of the CMAR team and the completion of the project.

Note: Some Offerors may elect to have separate Project Managers for pre-construction and construction. This is **NOT** acceptable, as the College prefers only one Project Manager.

Additionally, the Project Manager must be full-time during the construction phase.

CM At Risk Field Superintendent: Person from the CMAR 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, on site management such as material deliveries, outages, etc.

CM At Risk Chief Estimator: Person from the CMAR who will be directly responsible for preparing, testing in the market place, explaining, and defending the estimates.

Note: This 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.

- 1.1. **Key Supervisory Personnel:** Provide the names of the Project Executive, Project Manager, Field Superintendent (100% on site supervisor), and Chief Estimator **only** to be assigned to this project, if awarded, and complete a Key Personnel Form on each inclusive of the items noted below.

- 1.1.1 **CM At Risk Services:** Note which of the following items (under headings of Pre-Construction and Construction) will be handled by which key person; in addition, please identify person who will handle overall management of this project:

Pre-Construction: Design review, constructability issues, cost model/ estimates, value engineering, schedule, and GMP preparation; and,

Construction: Schedule, Trade Contract Awards/Management, Quality Assurance/ Inspections, Shop Drawing Review/Processing, Change Order Review/Processing, Meetings (Progress and Owner), Requests for Information, Substitution Requests, Cost Control, Project Safety, Monthly Reports and Claims Resolution.

- 1.1.2 **Time Commitment:** Specify percentage of time and anticipated number of 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 phase or phases noted.)

- 1.1.3. **Educational background**
- 1.1.4. **Work experience with the proposing firm** inclusive of duration (by dates) of employment and position(s) held;
- 1.1.5. **Work experience with prior employers**, durations (by dates) of employment and position(s) held;
- 1.1.6. **Specific project experience similar to the Chesapeake Welcome Center Project** and the role this person played and duration of involvement in each selected project with higher consideration to be given if the role is the same as to be assigned on the College project. A minimum of four (4) projects are to be listed for each person. A brief description of the project should be given (if not provided elsewhere in the technical proposal) inclusive of the type of work performed (i.e., renovation, new construction, addition, etc.), dollar volume of project, contract method (CM, GC, DB, etc.) schedule of the job, and names of A/E and Prime Contractor. For the Chief Estimator, list the original budget and final budget cost for each project listed; and,
- 1.1.7. **Organizational Chart:** On the page opposite to or behind the Key Personnel Form of each individual, please show the corporate organizational chart for this project and highlight where this person is positioned.

Key Personnel Notes:

- 1.1.8. Higher consideration will be given if the Project Executive, Project Manager, Field Superintendent, and Chief Estimator have experience with new construction in a higher education setting, working with the State and Harford County governments, and CM At Risk projects.
- 1.1.9. Higher consideration will be given if the Project Executive, Project Manager, Field Superintendent, and/or Chief Estimator have previously worked together successfully on other projects.
- 1.2. **Key Supervisory Personnel References:** Provide four (4) **project** references 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 must be **project references from projects listed on the person's project experience not employment references**; that is, the College is interested in speaking to a Project Owner or A/E regarding the person's performance on a particular project.

Such references are to be from different projects; that is, only one reference per project is allowed. Only one (1) reference for each person from within the College.

In addition, the College reserves the right to check other sources available or to use itself as a reference, even if not provided by the Offeror. Such references will be held in strictest confidence by the College.

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.
- 1.3. **Other Key Personnel Items:**

- 1.3.1. **Other Key Personnel on CM At Risk team:** Identify other key CMAR personnel by completing the "Other Key CMAR Personnel Form," (found in Attachment A and the Blank Forms) to include Project Engineer(s).

Offerors are to identify all other key personnel (other than those named in 1.1.) including the Project Engineer(s); the College stresses the term "key" as it is not interested in a listing of all other possible CMAR personnel to be involved in this project but rather only those who will be playing a key role.

- 1.3.2. **Basis for Selection:** Complete the "Basis for Selection Form" (found in Attachment A and the Blank Forms) on the Project Executive, Project Manager, Field Superintendent, Chief Estimator and other key personnel noted in 1.3.above on the proposed CM At Risk team.

- 1.3.3. **Anticipated Total Hours:** Complete the enclosed "Anticipated Total Hours Form" for on-site staff during the construction phase.

- 1.3.4. **Working Relationships:** Complete the "CMAR Key Personnel Matrix Form" (found in Attachment A and the Blank Forms) on all named CMAR Key Personnel 1.1. and 1.2. Complete this form fully so as to convey the previous working relationships between and among the proposed CMAR team members.

Other Key Personnel Notes:

- .1 Higher consideration will be given if the Project Executive, Project Manager Field Superintendent and/or Chief Estimator have previously worked together successfully on projects in a higher education environment.
- .2 Higher consideration will be given based on the degree to which others within the CMAR team have previously worked together successfully on higher education projects.

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

- 1.5 **CM At Risk Firm Experience:** Each Offeror is to submit information on a total of four (4) similar or relevant projects. For each project, the Offeror is to complete the CMAR Experience Form provided in this RFP document (see Blank Forms as well as Attachment A).

Note: If the Offeror is a joint venture firm, the following applies:

Of the four (4) projects submitted, a **minimum** of two (2) projects **MUST** be from the majority joint venture party.

Of these 4 projects, the following criteria **must** be met in order for a project to be considered as experience:

- 1.5.1 All projects **must** be:

Constructed in the last ten (10) years based on the project completion date with higher consideration given to projects less than five (5) years old;

Done by the Proposing Firm as the Prime Project Contractor.

As well the following criteria must be met:

- i Higher education experience;
- ii Experience with Harford County funded projects and regulatory agencies;
- iii Experience with projects of similar scope, size and cost;
- iv Projects done utilizing the CMAR method (see definition below).

Note: All Offerors are **required to use the CM At Risk Experience Form format**; however, Offerors may elect to reproduce the form.

The **Construction Management At Risk** or Construction Management with GMP contract method are synonymous and are defined to be that contract method in which the Construction Manager At Risk is retained to provide pre-construction and construction services to the Owner inclusive of constructing the facility under a guaranteed maximum price. **Higher education** is defined as an educational institution (college or university) that awards two-year or higher degrees. All Offerors are to base their responses on their four (4) most recent projects that reflect the size, type, schedule and CMAR services required under this RFP.

1.5.2 **Project Photographs:** With each of these four (4) projects, provide project photographs and a description for each on the same or opposing page.

2.1. **Firm References**

2.1.1. **Firm Project References from submitted projects (in 1.5)**

- .1 Provide four (4) references per the projects submitted under the firm experience category above (1.5). Provide contact name, address, and telephone number for each reference. Such references are to be from different projects; that is, only one reference per project is allowed. Only one (1) reference may be from Harford Community College.
- .2 The College reserves the right to verify all information given if it so chooses, as well as to check any other sources available or to use itself as a reference if not provided by the Offeror.
- .3 Ensure 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.

2.1.2. **Additional Firm Project References:** Provide two additional project references, including name of company, contact name, and phone number. These will be used only in the event the College is unable to contact one or more of the three projects given above in 2.2.1.

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

- .2 Such references are to be project references from other owners such as the College.

3. Project Specific Items

- 3.1. **Project Challenge:** Select one (1) aspect of the project which your CMAR Team finds to be the most challenging and provide the following:
- 3.1.1 A description of this one (1) aspect;
 - 3.1.2 Why your CMAR Team finds it to be the most challenging,
 - 3.1.3 A description of how your CMAR Team would address this issue and what your recommendations might be.
- 3.2. **Project Specific Background:** Provide summary information on your firm's specific background in doing CMAR projects. Information to be provided under this category includes, but is not limited to, (i) percentage of work done by the proposing firm which is instructional space done in the higher education setting utilizing the CMAR method, and (ii) applicable project experience other than the projects submitted under the Experience Category 2.1.

4. Profile Of Offeror

Provide the information requested below on your firm. Please note: If the Offeror 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 Offeror.

Note: If the Offeror 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 Offeror will be evaluated for each joint venture party based on its percentage of the joint venture firm.

4.1 Company Background

Brief but informative history (i.e., date established, type of work initially done, type of clients, how company has grown; etc.) of your firm inclusive of the year in which your firm commenced providing Construction Management At Risk services. Provide information related to the size of your firm inclusive of the number of employees and the breakdown among supervisory and non-supervisory. If your firm is a local office of a parent company, please also provide an employee breakdown specific to the local office.

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 (JV) Offeror is to identify the responsible JV party for each of the CM At Risk 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 and indicate what percentage of such work is CM At Risk, GC, or other name and state the largest project and largest CM At Risk project for each year by dollar. (This information is to be about the responsible branch office only, not the

parent organization.) See definition of CM At Risk on page 300/12 of the RFP.

- 4.3 Complete the "**Current Workload form**" (located in Attachment A) and list current projects on which your firm is committed, the dollar volume of each and the time frame for each. 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 about the responsible branch office only, not the parent organization, unless the parent organization is the Offeror.)

Note: If the selected Offeror is a joint venture firm, a copy of the signed, joint venture agreement must be provided to the College 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 College.

5. **Economic Benefit**

Provide a detailed, but concise, overall description as to how the award of this contract will benefit the economy of the State of Maryland if your firm is the successful CMAR. Such items include, but are not limited to, (i) contract dollars to be recycled into Maryland's economy in support of this contract, through the use of Maryland subcontractors, suppliers, and joint venture partners; (ii) the number and type of jobs for Maryland residents resulting from the contract; (iii) tax revenues to be generated for Maryland and its political subdivisions; and (iv) subcontract dollars committed to Maryland small businesses and MBE.

Minimum required MBE participation shall be 10% of total project costs, with a goal of 15%. The CMAR shall use its best efforts to encourage MBE participation in Trade Work and other materials, equipment, and services.

END OF SECTION 300, ARTICLE 2

SECTION 300, ARTICLE 3

III. 3. PROPOSALS, EVALUATION, AND FORMS, ORAL PRESENTATION AND PRICE PROPOSAL

A. ORAL PRESENTATION

Only those Offerors whose Technical Proposals achieve the highest technical scores will be requested to attend an Oral Presentation at the College.

The due date and time of the Oral Presentation will be set by the College upon completion of the evaluation of the Technical Proposals. Offerors are advised to set these dates aside in their entirety accordingly on all Key Personnel's calendars. The actual date will be verified by addendum sent to the applicable Offerors at the time it is requested.

The purposes of the Oral Presentation are as follows:

- 1.) To allow the College to meet the Offeror's key personnel;
- 2.) To discuss the categories of Key Personnel, Project Specific Items and Offeror Profile only;
- 3.) To provide an opportunity to clarify the CMAR scope of services for this Project; and,

- 4.) To review the Price Proposal form.

Each Offeror will be required to have the following personnel attend the Presentation Session: Project Executive, Project Manager, Field Superintendent, and Chief Estimator.

At the time the Oral Presentations are scheduled, the College will confirm with each Offeror the specifics of these sessions inclusive of the topics, time periods, and requested CM At Risk personnel.

Upon completion of the Oral Presentations, the College will conduct the Second Phase Technical Evaluation as described in Section 300, Article 4.

B. PRICE PROPOSAL

After completion of the Oral Presentations, selected Offerors will be requested to submit a Price Proposal. One (1) original and one (1) copy (for a total of 2) of the Price Proposal are to be provided. Offerors will be requested to provide the following in its Price Proposal:

1. CM At Risk Fixed Fees

- 1.1. **CM At Risk Pre-Construction Phase Fee** for all costs associated with providing the CM At Risk services in the pre-construction phase for the Project and inclusive of pre-construction allowances for the Project (see Section 400 for details); and,

- 1.2. **CM At Risk Construction Phase Fee.**

2. CM At Risk Reimbursable Costs To Be Quoted On A Not-To-Exceed Basis

2.1. General Conditions Allowance Items:

- 2.1.1. **CM At Risk Staff Reimbursable Costs** only for onsite personnel during construction for the Project including costs for all applicable positions (see Section 400) inclusive of positions (i.e., laborers, etc.) for which the prevailing wage rates will apply; at the time of issuance of prevailing wage rates adjustments, if any, will be made accordingly with the awarded CMAR firm. **In addition, Offerors are to complete the Staff Reimbursables Cost Breakdown Attachment # 1 and submit with the Price Proposal.**

- 2.1.2 **General Conditions Non-Personnel Items** for the Project per Attachment C of the RFP inclusive of CMAR's General Liability Insurance, Builders' Risk Insurance and 100% Performance and Payment Bonds and to include the testing and inspection allowance. The Offeror is required to provide as part of the Price Proposal form a breakdown of costs for non-personnel items. **Offerors are to complete the Non-Personnel General Conditions Breakdown Attachment # 2 and submit with the Price Proposal.** (Firm prices for bonds and insurance are to be quoted. The balance of the non-personnel items should be a minimum of 4.5% of the Project Construction Costs.)

Note: The Staff Reimbursable Breakdown and Non-Personnel General Conditions Breakdown Attachments are for informational and price analysis purposes only.

- 2.2 **CM At Risk GMP Contingency:** The amount of this contingency shall be quoted by the CMAR must be a minimum of 2.5% of the project construction costs. (see Section 400 for details on this contingency).

3. **CM HOURLY BILLING RATES FOR THE PROJECT:** Base hourly rates on financial proposal, item 5, 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 CMAR is reimbursed for these positions.

Note: The hours priced must, at a minimum, match the hours for evaluation in the Technical Evaluation.

(1) One original and one (1) copy for a total of two (2) of the Price Proposal are to be submitted in a sealed envelope. The envelope shall have the Offeror's name, the project name and the project number prominently displayed, together with the words "PRICE PROPOSAL". It should consist of the following:

- 3.1. **Price Proposal Form** with signature page (form found in the attachments of the RFP); and,
- 3.2. **Bid Bond** (form found in attachments of the RFP).

The Price Proposal shall be filled out completely in ink or typed on the Price Proposal Form. Any erasures and/or alterations to the Offeror's pricing shall be initialed in ink by the signer. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.

The Price Proposal shall clearly indicate the maximum cost to the College for CMAR pre-construction and construction phase services as well as the not-to-exceed (NTE) CM Reimbursable Costs per the RFP.

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

END OF SECTION 300, ARTICLE 3

SECTION 300, ARTICLE 4

III. 4. PROPOSALS, EVALUATION, AND FORMS

A. TECHNICAL EVALUATION CRITERIA

1. An **Initial Technical Evaluation** of the Technical Proposals will be conducted by a College Selection and Evaluation Committee prior to the Oral Presentations. The order of importance of the technical criteria is as follows: Key Personnel/References, Firm Experience/References, Project Specific Items, Profile of Offeror, and economic benefit. The Committee shall short list based on the highest technical scores, and those short listed Offerors will be given the opportunity to advance to the Oral Presentation phase of this procurement. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals.
2. Only those firms whose technical proposals achieve the highest technical scores in the Initial Technical Evaluation, will then be asked to attend an **Oral Presentation** at the College. See Section 300, Article 3 for further information regarding the Oral Presentation.
3. Following the Oral Presentations, a **Second Phase Technical Evaluation** will be conducted. The order of importance of the technical criteria will remain the same; that is, the order of importance will remain as follows: Key Personnel/References, Firm Experience/ References, Project Specific Items, Profile of Offeror, and economic benefit.

The Second Phase Technical Evaluation will consist of the re-scoring of the categories of Key Personnel, Project Specific Items, and Profile of Offeror only, based on the Oral Presentations, with the scores for the other categories (i.e., Firm Experience/ References, economic benefit) being brought forward from the initial technical evaluation.

The College shall select the highest scores from the second phase technical evaluation to advance to the Price Proposal phase of this procurement.

4. Only those firms whose technical proposals are selected by the Committee after the Second Phase Technical Evaluation will then be asked to submit a **Financial Proposal** to the College (see Section 300, Article 3 for further information regarding the Financial Proposals.)
5. Further information may be requested by the College during the technical evaluation process as necessary.

B. FINANCIAL PROPOSAL EVALUATION

1. Financial Proposals will not be opened publicly.
2. Price Proposals will be evaluated based on the sum total price of CMAR pre-construction fee, CMAR construction phase fee, and CMAR not-to-exceed reimbursable costs. The pre-construction fee will have a separate evaluation, in addition to be evaluated as part of the sum total price.
3. The College may elect to request Best and Final Price Proposal(s).

C. FINAL PROPOSAL RATING:

1. The scoring of the price proposal will be combined with the corresponding total technical score based on the Second Phase Technical Evaluation to determine a final rating for each proposal.
2. Technical merit has a greater weight than price.
3. The Evaluation and Selection Committee will choose from among the highest rated proposals that proposal which will best serve the interests of the College, in accordance with state procurement regulations.
4. As stated in Section 100 Instructions to Offerors, J. Competitive Negotiation, and Q. Proposal Acceptance, the College reserves the right to make an award with or without negotiations.

END OF SECTION 300, ARTICLE 4

SECTION 400
IV. SCOPE OF WORK AND SPECIFICATIONS

SECTION 400, ARTICLE 1

IV. 1. GENERAL PROVISIONS/ SCOPE OF WORK

A. Profile of the Harford Community College and Background of this Project

Harford Community College is located in Bel Air, Harford County, Maryland, on the northeast corner of the intersection of Churchville Road (MD-22) and Thomas Run Road. Harford Community College is a publicly supported two-year comprehensive institution of higher education, addressing the diverse educational needs of Harford County. An open admissions institution that views learning as a life-long activity, the College provides transfer and career programs and continuing education courses.

The main campus of the College now consists of 19 buildings on 211 acres on the east side of Thomas Run Road. The College owns 121 acres on the west side of Thomas Run Road for expansion.

The Chesapeake Center is a 32,266 GSF, single story, steel and masonry building with a flat roof constructed in 1968. This building currently provides space for office personnel, Theater, Dining Services and Conference and Meetings areas.

Project Description

Comprehensively renovate and expand the Chesapeake Center building to create a 72,000 GSF/43,600 NASF Chesapeake Welcome Center. When completed, the renovated and expanded building will not only include a modern, ergonomically designed and code-compliant food services facility and 21st century, technology-rich fine and performing arts center and conferencing environments but will also feature a customer-friendly Visitors Center supported by lounge and merchandising facilities along with selected enrollment services functions. This one-stop center for student admissions, financial aid, records and registration, and testing will not only serve as the “front door” to Harford Community College, but also as the “Front Door to the Harford Experience.”

The existing 32,266 GSF/19,307 NASF building was constructed in 1968 and has not undergone a major renovation for fifty (50) years. It will be vacated and will undergo a fully comprehensive renovation and expansion to upgrade or replace its systemic infrastructure; reconfigure improperly sized spaces; correct ADA and other code deficiencies; improve energy efficiency; and address other functional deficiencies, design inadequacies, and life safety issues. Central to HCC’s efforts to revise and refine its vision, mission and values through the 21st century, is the upgrading of existing facilities in conjunction with current and future technologies.

This comprehensive renovation and expansion will provide needed capacity to address the necessity to overcome functional inadequacies relative to the quantity and quality of spaces within the Chesapeake Center. The need for this project arises principally from the fact that the amount of interior building space is insufficient to meet current and future demands for conducting day-to-day operations and for providing quality service to its patrons, and that the building’s operations are plagued by numerous qualitative facilities problems kindled by those insufficiencies as well as insufficient, inadequate, inappropriate or non-existent building environments, obsolete electrical and mechanical systems, and code violations.

It is the goal of the College to minimize disruption to the Dining Services Operation during this project. Design and construction of this project to keep it operational is highly desirable. It is the intent to vacate remaining portions of building during work.

B. PROJECT OVERVIEW

The design for the project construction/renovation is being prepared by an A/E already under contract with the College.

Harford Community College of Harford County intends to employ a CM At Risk (CMAR) firm to aid the College in the management of the design and construction processes as described in this RFP.

For the structure of the RFP, the College has separated the services of the CMAR firm into the following general activities (see Article 3 of this Section 400 for further descriptions):

1. Pre-Construction CMAR services for the full development of the project to 100% construction documents shall be completed as follows:

Building Construction/Site work: Within a total of the time specified on the Project **Specification Cover Sheet** (Section 400, Article 4 of this document) after issuance of the Pre-Construction/Design Notice to Proceed; inclusive of four-six weeks for the CM's GMP preparation.

2. Construction CMAR services with general conditions services being provided on an allowance basis, shall be completed as follows:

Building Construction/Site work: Within a total of time specified on the Project **Specification Cover Sheet** (Section 400, Article 4 of this document) after issuance of the Construction Notice to Proceed.

C. PURPOSE AND DEFINITION OF CONSTRUCTION MANAGEMENT AT RISK WITH GUARANTEED MAXIMUM PRICE (GMP)

The Construction Management At Risk with Guaranteed Maximum Price method centers on utilization of a CMAR, who is a member of the Project Team with the College, A/E and other consultants as the project may require.

During the pre-construction/design phase, the CMAR will utilize their skills and knowledge of construction to develop schedules, prepare construction cost models/estimates, conduct value engineering studies, study labor conditions, identify and address constructability issues, and advise on the sequencing of construction work for the Project. The College will pay the CMAR the fixed pre-construction phase fee for this Project; such fees are to include all costs associated with the CMAR providing pre-construction services.

During the construction phase, the CMAR will provide services and manage the project (inclusive of the award and management of all trades contracts) in the areas of change order review, quality assurance/inspections, schedule maintenance, cost control, meetings, shop drawing review, processing/monitoring and substitution requests and claims resolution and coordination/communication of the activities of the Team throughout the construction phase.

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

Construction Management Procedures which are to be established by the CMAR 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 College.

D. RELATIONSHIP OF COLLEGE AND CONSTRUCTION MANAGER AT RISK

The CMAR accepts a relationship of trust and confidence between themselves and the College. The CMAR agrees to furnish their best skill and judgment and to cooperate with the architects and design engineers in furthering the interests of the College and the project. The CMAR shall furnish efficient engineering reviews, business administration, and field supervision and shall use their best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the College, and in strict conformity with the contract documents, including reasonable implications therein.

E. PROJECT TEAM

The CMAR, the College, the A/E and any other project consultants shall be called the "Project Team". It is our intent that the "Project Team" shall work from the beginning of this project through construction completion and that the CMAR shall provide leadership to the Project Team on all matters relating to the project.

The College is committed to a "Partnering" approach to the successful design and construction of its projects. The College defines partnering as a collaboration among professionals (College, A/E, CMAR and Trades Contractors) to maximize the success of a project while understanding and respecting the responsibilities and expertise of each team member.

F. HARFORD COMMUNITY COLLEGE GENERAL CONDITIONS

All work shall be performed and administered in accordance with the Contract, including but not limited to, the General Conditions, Section 500. The College intends to create a "General Conditions" allowance based on the CMAR quoted not-to-exceed costs for General Condition items (inclusive of on-site, field staff reimbursables) to cover reimbursable costs which will be associated with construction of this facility. Items which the College will expect to pay from the established allowance are described herein (see G.1.below as well as "Attachment C"). Allowance expenditures must be approved by the College prior to the provision of said services.

As noted previously, a testing and inspection allowance is established for the Project and is to be included in the Offeror's quoted not-to-exceed amount for General Conditions - non-personnel items.

The CM will be required to provide detailed cost substantiation for all "General Conditions" billing items as a part of the normal monthly package requesting payment. The cost substantiation shall be derived from the CMAR computer based project accounting/tracking system and shall include copies of invoices for allowance or reimbursable items.

G. CONSTRUCTION MANAGEMENT AT RISK FEES

1. Pre-Construction CM At Risk Fees (Section 400 Article 3A): Fees will be accounted for **separate from the GMP**. Construction Phase CMAR fees as well as the project's "General Conditions" allowance and the CM-GMP Contingency are to be included in the applicable GMP.
2. Pre-Construction Phase (Design Phase): The CMAR fee shall be an all-inclusive lump sum fee associated with the provision of the required services described in **Section 400, Article 3, Part "A"** for the Project noted above.

3. Construction Phase:

- 3.1 **CM At Risk Fee:** The CMAR fee shall be an all-inclusive lump management fee which will include all CMAR home office costs inclusive of officers and home office and local office support staff not noted in (b) below as well as all CMAR overhead costs and profit.

Note: There will not be any adjustment made to the CMAR fee on this project no matter if the project scope changes. In addition, General Conditions costs related to any change orders/amendments to the CMAR 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 the change order. The CMAR is not to expect that any change order will allow for an increase in General Conditions costs.

- 3.2. **General Conditions:** An allowance for General Conditions will be established by the CM (and approved by the College in its review and approval of each GMP) in each GMP for General Conditions items per this section 7.2 (b) and Attachment C of this Scope of Work. The CM will be reimbursed for actual costs only as no mark-up is allowed by the CMAR. Expenditures from this allowance can only be made with the approval of the College which shall not be unreasonably withheld.

Note: As part of the Price Proposal, the Offerors will be quoting on-site Staff Reimbursable costs for the GMP; the price evaluations will include these quoted amounts (see Section 300, Article 4 for details). By submitting its price proposal, a Offeror is committing that the costs associated with these on-site staff positions for the GMP will not exceed the amount quoted in their Price Proposal if they are the awarded CMAR firm; the only exceptions to this are those positions for which prevailing wage rates apply (i.e., laborer) since such rates have not yet been issued.

Additionally, the project manager is to be a salaried position; that is the College will reimburse a maximum of forty (40) hours per week for this position; therefore, the quoted billing rate should be based on this maximum number of hours allowed per week.

In the case of the Test Engineer and Commissioning Agent, it is acceptable to the College that these roles can be handled by other positions within the CMAR team except the Project Manager and Field Superintendent if a Offeror elects to do so; that is, the roles of Test Engineer and Commissioning Agent **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 Offeror is to note this on the Price Proposal form in the space provided for the hourly billing rates for these positions (i.e., N/A see Project Engineer, etc.).

- 3.3. Payments of the CMAR fee and General Conditions reimbursable costs due the CMAR will be authorized and distributed pursuant to Article 2 of this Scope of Work and to the General Conditions (Section 500), as amended.

END OF SECTION 400, ARTICLE 1, GENERAL PROVISIONS

SECTION 400, ARTICLE 2

IV. 2. COLLEGE'S ROLE

A. INFORMATION REQUIREMENTS

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

B. DESIGN SERVICES

An A/E will be retained by the College for design services and the preparation of design documents for the project.

C. DESIGNATED REPRESENTATIVE

The College shall designate a Project Manager, who shall be the College contact point during pre-construction and construction phases. This representative shall be the primary channel of communication to the College and shall act as the College's liaison with the CMAR.

D. DECISION MAKING AUTHORITY

The College 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 College shall be the final decision making authority.

E. PAYMENTS TO CONSTRUCTION MANAGER

1. Pre-Construction CM At Risk Services

- 1.1. Payments shall be made on the evaluation of work accomplishment.
- 1.2. Such payment requests are to be submitted on College approved forms.
- 1.3. 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.
- 1.4. The CMAR will be paid for the approved monthly construction management's fee earned.

2. Construction Phase CM At Risk Services

- 2.1. Payments of the Construction CMAR Fee shall be made on the evaluation of work accomplishment. The Construction Manager will be paid for the approved monthly CMAR fee earned.
- 2.2. 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.
- 2.3. Trade-Contracts, Equipment Rentals, and Material Payment
 - 2.3.1. No markup for overhead or profit will be charged by the Construction Manager for Trade or Sub-Contracts, Equipment purchases and Material Payments.
 - 2.3.2. Progress payments to trade or subcontractors shall be administered in accordance with the Standard Conditions; that is, 90% of the Subcontract,

Equipment Rentals and Material Payment invoices will be paid with 10% being withheld to assure faithful performance of the contract. The withheld amount (retention) shall be limited to 10% for the expenditure of the first 50% of adjusted contract value. No additional retention will be withheld beyond that amount unless the Architect recommends additional amounts for the protection of the Owner.

2.4. Reimbursables under General Conditions Allowance:

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

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

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

3. **Payment of College Obligations**

Payments to the CMAR pursuant to this Contract shall be made no later than twenty (20) days after the College's receipt of a proper invoice from the CMAR. 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 or Maryland with respect to regulated public utilities, as applicable are prohibited.

END OF SECTION 400, ARTICLE 2, COLLEGE'S ROLE

SECTION 400, ARTICLE 3A

IV. 3A: CONSTRUCTION MANAGER AT RISK OBLIGATIONS

The CMAR services shall consist of the two (2) main parts described as follows:

A. TO PROVIDE PRE-CONSTRUCTION CM AT RISK SERVICES ON THE COLLEGE'S PROJECT INCLUSIVE OF DESIGN PHASE REVIEW SERVICES AND TO PROVIDE AN ACCEPTABLE GUARANTEED MAXIMUM PRICE (GMP) FOR THE PROJECT.

1. Project Review

- 1.1. The CMAR shall meet with the College, A/E and other design team members to fully understand the Program, the design documents, the project scope and all other pertinent aspects of the project.
- 1.2. The CMAR shall become an integral part of the Project Team that will coordinate the development and progress of the design and construction processes.
- 1.3. The CMAR shall develop project procedures, in cooperation with the College that will be used as a guide for the management and coordination of this project throughout the life of the project.
- 1.4. Design meetings will be held at a maximum of one every week.

2. Consultation During Project Development

The CMAR shall attend regularly scheduled meetings with the A/E 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. They shall also provide recommendations on construction feasibility.

3. Value Engineering

- 3.1. The CMAR shall, after a complete review of the Project Program and understanding of the intent of the College and the A/E, provide value engineering services and offer cost savings suggestions and best value recommendations to the College. All recommendations must be fully reviewed with the College and approved prior to implementation.
- 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.
- 3.3. Value engineering efforts shall also take into consideration applicable constructability issues.
- 3.4. The CMAR shall notify the College in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.
- 3.5. All value engineering studies must be provided on a timely basis within the design schedule.
- 3.6. Value engineering studies shall be continuous as the design is being developed.
- 3.7. There shall be a major value engineering study, including cost estimates, at the completion of design development phase, 50% construction document phase (utilizing the 50% construction documents) which shall include, but not be limited to, the items noted below, conducted and/or provided by the CM firm.
 - 3.7.1. Develop value engineering concepts for consideration at the session noted in 3.7.2 below (it is anticipated that the A/E will be concurrently conducting a similar activity);
 - 3.7.2. Brainstorming session(s) with design team;
 - 3.7.3. Written concept designs and cost studies/estimates shall be produced and submitted to the College within two (2) weeks of the brainstorming session;
 - 3.7.4. Written pro/con evaluation of the cost studies shall be provided to the College within two (2) weeks after submission of the cost studies;
 - 3.7.5. Formal presentation of the study to be conducted by the CMAR firm; and,
 - 3.7.6. 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.
- 3.8. The CMAR shall also conduct value engineering studies during the remainder of the Construction Document Phase to evaluate specific items as requested by the College.

4. **SCHEDULE**

- 4.1. The CMAR shall utilize and maintain a College approved computer based software scheduling system which will allow the CMAR to provide appropriately detailed design and construction phase CPM schedules.
- 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.
- 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 College no later than five (5) business days from each design submission or value engineering decision.
- 4.4. The CMAR shall within fifteen (15) days of selection and written notice to proceed, provide the College 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 College's occupancy needs.
- 4.5. This CPM schedule shall include a projection of all design and construction phase activities to include CMAR 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.
- 4.6. The CMAR is to establish a detailed, CPM schedule for use during the pre-construction/design phase with the concurrence of the College and the A/E. The CMAR is responsible for monitoring this schedule during the pre-construction/design phase, ensuring that this schedule is maintained and advising the College of any deficiencies in adhering to this schedule by any party.
- 4.7. Time is of the essence. The project must be ready for turnover to the college in accordance with the dates indicated in section 400, article 4, proposed schedule. Time is expressly declared to be the essence in completion of the work covered by these contract documents, and the CMAR shall be liable for actual damages for delay in completion of work. Actual damages include, but are not limited to, increased construction management costs, additional inspection fees, additional architect or engineering consultant fees, College personnel's overtime charge to prepare the building after CMAR's completion of work, overtime or acceleration charges by furniture or equipment installers, overtime charges of book and furniture movers, overtime charges for computer, network, or A/V system installers, and all other costs incurred as a result of the delay in completion. Where, under the contract, additional time is allowed for the completion of the work, the new time limits will be the essence of the contract.

5. **Constructability Review**

The CMAR is to review the design throughout the pre-construction/design phase as to constructability issues. On each issue, the CMAR 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 the CMAR recommendation for addressing and justification therein. Such reviews/studies are also to be conducted as requested by the College.

6. **Construction Cost Model/Estimates**

- 6.1. The CMAR shall develop a project budget/cost model (independent from the A/E) which will require updating at multiple intervals during design phase for the project. The base cost model format shall be developed and presented to the College within thirty (30) days after the CMAR Pre-Construction Notice to Proceed is issued and will require updating as described herein. Due to the changing economic climate, all cost models are to be construction-based not data-based; that is, the CMAR 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 CMAR files.
 - 6.1.1. The initial, full scale cost model is to be provided within ten (10) working days after the submission of the Design Development Documents for approval.
 - 6.1.2. A full scale update of the cost model is to be provided within twenty (20) working days after the submission of the 50% Construction Documents for approval.
 - 6.1.3. A full scale update of the cost model is to be provided within ten (10) working days after the 95% submission of the Construction Document documents for approval.
- 6.2. Each cost model must contain a statement of the total amount determined under that construction cost estimate to be the total hard construction costs for the Project in accordance with the Program ("Probable Construction Costs).
- 6.3. The Project Construction Costs are as follows:

New Building, renovation, and related Sitework and Utilities: Approximate budget is \$26,000,000 which includes testing and inspection allowance as noted previously.
- 6.4. In the event that the Probable Construction Costs exceed the Project Construction Costs the College reserves the right to direct the CMAR to (and the CMAR shall) work in conjunction with the A/E to redesign the Facility as necessary to maintain the Project Program and also to meet the Project Construction Costs without additional compensation to the CMAR.

If the Probable Construction Costs (as submitted at either 50% or 95% Construction Documents) exceeds the funds authorized by the General Assembly or allocated by the College for construction of the Facility, the College reserves the right to direct the CMAR to (and the CMAR shall):

 - 6.4.1. After consultation with the College, 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.
 - 6.4.2. Develop and provide to the College a Probable Construction Costs in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
 - 6.4.3. Analyze the A/E's originally submitted construction documents and make recommendations to the College 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 CMAR shall perform the work set forth in this Section 400 3A.6.4 without additional compensation.
- 6.5. The CMAR detailed cost models as required and Probable Construction Costs will be reviewed by the A/E and the College for reasonableness and compatibility with the Project Construction Costs. Meetings and negotiations between College, A/E and the

CMAR will be held to resolve questions and differences that may occur within the Project Construction Costs and the CMAR cost model. If indicated by the Project Construction Costs limitations or other circumstances, the CMAR shall work with the College and A/E to reach a mutually acceptable Probable Construction Cost.

- 6.6. The cost model format must be coordinated between the CMAR and the A/E to insure compatibility.

7. **Coordination Of Contract Documents**

The CMAR shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The CMAR shall notify the A/E and the College in writing upon observing any features in the plans or specifications which appear to be ambiguous, confusing, conflicting or erroneous. Such ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the CMAR during the review process shall be understood to be corrected and any associated costs shall be included in the CM's GMP.

8. **Construction Guaranteed Maximum Price (GMP)**

- 8.1. At the point of completion of the 100% Construction Documents for the project the CMAR will develop and provide to the College a GMP which will include all construction costs, and all other projected costs inclusive of the CMAR Construction Phase fee and General Conditions allowance. The GMP shall display each proposed trade contract amount; the CMAR fixed fee; and all project related costs, i.e.: bonds, personnel payroll benefits, etc. The billing rates for the on-site personnel noted in #1.7.3., b. shall be as quoted by CMAR in their Price Proposal.

The GMP must not exceed the Project Construction Budget for the Project noted above in 3A.6.3.

The CMAR is to provide the GMP to the College within four-six weeks of issuance of the 100% Construction Documents.

- 8.2. The CMAR will utilize the Construction Documents as prepared by the A/E to invite and receive competitive bids on all trade packages and/or materials as a basis for each GMP submission. The CMAR will develop scopes of work based on the Construction Documents; in addition, each scope of work shall include but not be limited to, anticipated working hours to address the College's concerns with noise and vibration, coordination between or among trades, outages, temporary facilities if required, temporary heat and electric if required, hoisting, etc.

Please note: The CMAR is required to provide coordinated drawings for all trade work if not required in the Construction Documents for the construction of that phase of the Project. All Offerors are advised to assume that the Construction Documents will not include this requirement; however, the College notes that this effort will be handled primarily by the CMAR in the Construction Phase with the Coordinated Drawing Engineer under CMAR Staff Reimbursable Costs.

- 8.3. The Construction Manager is to conduct a qualification process of all Trade Contractors to insure that all bidders have the necessary expertise.
- 8.4. The CMAR is to conduct the following for all Trade Contracts: pre-bid meetings, post-bid meetings, and bid opening sessions. The College can be in attendance for all of these. The College reserves the right, in an advisory capacity, to raise questions to the CMAR 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 College.

- 8.5. The CMAR may reject all bids and repeat the bidding for the trade work or re-package the trade work activity. If the College rejects a Trade Contractor recommended by the CMAR in accordance with General Conditions (Section 500), the CMAR shall recommend an acceptable substitute at no additional cost to the College.
- 8.6. In the event that the total projected hard construction costs for a phase exceed the Project Construction Budget, the College reserves the right to direct the CMAR to (and the CMAR shall) work in conjunction with the A/E to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Budget.

If the GMP (as originally submitted or adjusted) for the Project exceeds the funds authorized by the General Assembly or allocated by the College for construction of the project, the College reserves the right to direct the CMAR to (and the CMAR shall):

8.6.1. After consultation with the College, 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.

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

8.6.3. Analyze the A/E originally submitted and as altered and redrafted construction documents and make recommendations to the College 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 CMAR shall perform the work set forth in this Section 400 without additional compensation.

It is understood that the College 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.

- 8.7. The CMAR detailed construction cost estimates and GMP will be reviewed by the A/E and the College for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between College, A/E and the CMAR will be held to resolve questions and differences that may occur within the Project Construction Budget and the CMAR construction cost estimate and corresponding GMP. If indicated by the Project Construction Budget limitations or other circumstances, the CMAR shall work with the College and A/E to reach a mutually acceptable GMP (at which time the CMAR is required to provide a bid bond per Section 100 of this RFP).
- 8.8. Upon approval by the College Board of Trustees and the Maryland Board of Public Works, the CMAR GMP as approved shall become a part of the College-CMAR Contract. The CMAR shall provide the College with a Standard Performance and Standard Labor and Material Payment Bond each in the amount of 100% of GMP as set forth in the General Conditions.

9. **GMP Savings**

All monetary savings under the GMP value shall revert to the College and the CM as follows:

- * 75% of savings to the College
- * 25% of savings to the CM at Risk

Such savings are based on the aggregate total for all expenses included within the scope of the GMP and not on an individual line by line basis.

10. Contingencies

10.1 **College/Owner's Contingency:** The College shall manage any College/Owner contingency separate from the GMP. The amount of the College/Owner contingency is to be as quoted by the CM At Risk in its Price Proposal to the College, but must be a minimum of 2.5% of the project construction costs.

10.2 **CM-GMP Contingency:** The GMP shall include a CMAR controlled construction contingency (CM-GMP Contingency) in an amount approved by the College, to protect the CMAR against the risks assumed in providing the GMP for the Project. The College and the CMAR 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 not provided for elsewhere, 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 CMAR to 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 College's approval of the GMP. It is understood that the amount of the CM-GMP contingency is the maximum sum available to the CMAR 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 CMAR.

The CM-GMP contingency may be applied to any items within the Cost of the Work without the necessity of a change order and without constituting a change in the work, and without resulting in any change in the GMP. The CMAR will notify the College and obtain written approval of their intent to apply any part of the CM-GMP contingency to any item within the Cost of the Work prior to any such application.

As the actual Cost of the Work is determined, change orders shall be issued, as appropriate, with the College's review and sign-off between the estimated Cost of the Work and the CM-GMP contingency components of the GMP without effecting a net change to the sum of the GMP.

The amount of the CM-GMP contingency is to be as quoted by the CMAR in its Price Proposal to the College, but must be a minimum of 2.5% of the project construction costs. The College retains the right to specifically request revisions to the amount of the CM-GMP contingency prior to the College's acceptance and approval of the GMP.

11. Non-Acceptance Of The GMP And Termination Of College-Construction Manager Contract

The College, at its sole discretion, may decline to accept the CMAR 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 CMAR. The CM shall accept amount(s) given in price proposal part "A" as full and complete reimbursement of all costs and services performed by the CMAR 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 CMAR is under contract for the construction and has incurred such costs. Thereafter, the College shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the CMAR 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.

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 CMAR or in the CMAR possession or control relating to the Project are the property of the College.

END OF SECTION 400, ARTICLE 3A, SCOPE OF WORK

SECTION 400, ARTICLE 3B

IV. 3B. SCOPE OF WORK

A. TO PROVIDE CONSTRUCTION PHASE CM AT RISK SERVICES AS REQUIRED TO COMPLETE CONSTRUCTION OF THE PROJECT AND TO MAINTAIN THE ESTABLISHED GMP OF THE PROJECT.

B. CONSULTATION DURING CONTINUING PROJECT DEVELOPMENT

Upon acceptance of the GMP, the CMAR shall continue to advise and assist the College and A/E during the continuing Design Activities as described in Section 400. Article 3, Part A.

C. PROJECT CONSTRUCTION COSTS

1. The CMAR recognizes that the College will have a limit on the project construction cost. The College's Project Construction Cost limit is as follows: \$26,000,000

This above estimate is inclusive of the CMAR on-site staff reimbursable costs, a General Conditions allowance as quoted by the CMAR inclusive of the testing and inspection allowance, CMAR Construction Phase Fee, College/Owner's construction contingency and CM-GMP contingency but excluding only the A/E fee as noted in the Price Proposal. This amount is referred to in this RFP as the Project Construction Budget, and is the budgetary allocation for all costs included within the GMP as set forth in Section 400, 3A.6.3.

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

D. PROJECT SCHEDULE

1. The CMAR shall provide for the construction phase a CPM schedule through the use of a 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 CMAR shall be capable of producing and coordinating logic developed network diagrams, Pert charts and Gantt chart format reports.
2. After acceptance of each GMP and issuance of a construction contract amendment to the CMAR for the Construction of the Phase of the Project and within fifteen (15) days of written Construction Notice to Proceed, the CMAR shall submit a preliminary critical path method (CPM) schedule consistent with the time frames submitted during the design phase.
3. The CMAR shall develop the complete and final CPM schedule in the form of a CPM network arrow diagram (Pert) using the CMAR 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 A/E and the College, delivery of material, and all work activities inclusive of punch list agreed to by the College. Each work activity shall be assigned a time estimate by the CMAR. One day shall be the smallest time unit used. Data shall also be provided in Gantt form.
4. Upon completion of the Pert and Gantt diagrams, the CMAR 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 College requirements.
5. Within thirty (30) days of Construction Notice to Proceed, the final CPM schedule shall be submitted to the College for review and approval. This working plan shall show job identification, job duration, manpower loading, cost loading, calendar dates for start and finish of each job, and jobs critical to the completion of the project on schedule. When approved by the College, they shall become the working plan and schedule for the project and such information shall be provided to the Contractor for distribution the Project Team inclusive of all trade contractors.
6. The CMAR shall review the plan and schedule each month. An updated project schedule shall be furnished showing actual completed work at the end of each month in respect to the entire project. The form used shall be approved by the College and shall be submitted with the monthly invoice.
7. The College requires the project to be ready for the installation of furniture, equipment, and books six-weeks prior to completion of work. This requirement shall be built into the project's construction schedule. At the minimum, the project must be ready for full and complete occupancy in accordance with proposed schedule in section 400.
8. The CMAR 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.
9. It is the CMAR's responsibility to meet the required construction completion date indicated herein. If the CMAR finds that action must be taken in order to meet this contractual responsibility, all costs associated with such action are the CMAR's responsibility within the GMP unless a delay is attributable to the College. Such College delay can only be validated if the CMAR or trade

contractor has provided to the college representative at least 10 days' advance notice of an event or situation requiring corrective action or decision by the college.

If the CMAR finds that the schedule has been impacted by an action or inaction on the part of the College, the CMAR must review the situation with the College 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 the General Conditions, Article 7 as supplemented by the provisions of this Section 400. Notwithstanding anything in that Article 7, the provisions thereof shall apply only to work to be performed in the Construction Phase.

E. TRADE CONTRACTS

1. After acceptance of the GMP and issuance of the Construction Contract Amendment to the CMAR for the Construction Phase, the CMAR 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.)
2. The CMAR shall seek competitive bids or proposals for all major Trade Work, and use its best efforts to encourage MBE participation. In the event the CMAR recommends not to bid certain Trade Work, the CMAR shall provide the College/Owner with its recommendation, reason for not seeking competitive bidding, and request approval from the College/Owner.
3. The CMAR will require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, MBE participation (by submission of letters of intent, copies of purchase orders, etc.).
4. All contract documents between the CMAR and the Trade Contractors are to be made available for review by the College as requested.

F. PROJECT CONTROL

1. Project Staffing

- 1.1. The CMAR's on-site representatives shall manage the work of the sub-contractors and coordinate the work with the activities and responsibilities of the College, A/E and CMAR to complete the Project in accordance with the College's objectives of cost, time and quality.
- 1.2. The CMAR shall maintain a competent and adequate full-time staff approved by the College 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.
- 1.3. It is understood that the designated and approved on-site resident CMAR representatives will remain on the job and in responsible charge as long as those persons remain employed by the CMAR, unless the College has reason to agree otherwise during the course of the project and a contract amendment is issued accordingly by the Contract Administrator in the College's Procurement Office.

2. On-site Coordination/Management

- 2.1. The CMAR shall establish on-site organization and lines of authority in order to carry out the overall plans of the Project Team.
- 2.2. The CMAR 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 400, Article 3, Paragraph 3A.1.3 as well as site

requirements per the Contract Documents. College representatives may attend such sessions.

- 2.3. The CMAR 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 CMAR, College and A/E. The CMAR is not required to provide offices for the A/E or the College within its field offices.
- 2.4. The CMAR shall require all Trade Contractors to submit a Trade Contractor's Report which is to include, but not be limited to, a summary of work performed, information required, status of change order work, materials received, and safety incidents.
- 2.5. The CMAR shall accept delivery and arrange for storage, protection and security for any College purchased materials, systems and equipment which are a part of the work until such items are turned over to the respective Trade Contractors.

3. **Meetings**

- 3.1. The CMAR shall schedule and conduct regular bi-weekly progress meetings, and as directed by the College, at which Trade Contractors, College, A/E, and other designated representatives, and the CMAR can discuss jointly such matters as progress, scheduling, and construction-related problems.

The CMAR shall take and distribute complete minutes of meetings to all attendees and others as directed by the College within three (3) days of such meetings. Representatives of the College may attend meetings and shall receive all notices and minutes of meetings. See details throughout Section 400, Article 3, Part B as to topics to be included in Progress meetings.

- 3.2. The CMAR shall also conduct Owner's meetings on a minimum of monthly or as requested by the College.

The Owner meetings are to be attended by representatives of the College, the CMAR and the A/E to discuss overall project matters and project procedures to ensure that all parties are meeting their obligations and to ensure a successful project.

The CMAR shall take and distribute complete minutes of Owner's meetings to all attendees and others as directed by the College within three (3) days of such meetings.

4. **Requests for Information (RFIs)**

- 4.1. The CMAR will be responsible for developing and implementing an RFI form for use on the project.
- 4.2. The CMAR will be responsible for logging and reviewing all RFIs prior to submission to the College and the A/E. The CMAR is to ensure that the RFIs submitted are appropriate and not frivolous.
- 4.3. The CMAR shall be responsible for tracking and monitoring all RFIs throughout the Construction Phase until all RFIs are processed by the A/E and the College.
- 4.4. The CMAR shall include RFIs as an agenda topic at all Owner meetings and advise the College immediately of any delays in the RFI process.
- 4.5. The CMAR shall develop an RFI aging report which is to be submitted to the College's Project Manager at each bi-weekly progress meeting.

5. **Substitution Requests**

- 5.1. The CMAR will be responsible for logging all substitution requests.
- 5.2. The CMAR 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.
- 5.3. The CMAR will be responsible to review all Substitution Requests with the College prior to submission to the A/E.
- 5.4. The CMAR 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 College.
- 5.5. The CMAR shall include Substitution Requests, if any, on the agenda topic at the Owner's meetings and advise the College immediately of any delays in the Substitution Request process.
- 5.6. Project Photographs: The College encourages the CMAR to submit Progress photographs monthly in sufficient detail to properly record the work. The Construction Manager At Risk is to provide a minimum of two (2) electronic sets of these pictures which are to be labeled as to location and date for distribution of one (1) set to the College with one (1) set retained by the CM At Risk for its records. The cost of these photographs will be reimbursable under the General Conditions allowance.

G. **COST CONTROL**

1. The CMAR shall develop and maintain an effective system of Project cost control. They shall refine and update the approved GMP, incorporate College approved changes as they occur, and develop reports and forecasts as needed, or as directed by the College. They shall identify variances between actual and estimated costs and advise the College whenever projected cost exceeds allowances or estimates.
2. The CMAR shall check and supervise all material deliveries, equipment and labor entering the work site. They 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 College access to these records and preserve them for a period of three (3) years after final payment. The College reserves the right to audit their records during that period.

H. **QUALITY ASSURANCE/INSPECTION**

1. The CMAR shall inspect the work of the sub-contractors to guard the College against defects and deficiencies in the work and shall coordinate this activity with the on-site duties of the A/E. They shall advise the A/E 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 CMAR shall provide one (1) set of all inspection reports to the Project Manager with the monthly report.

The CMAR shall provide for and administer all required inspection and testing services for this project to include but not be limited to Structural Steel, Earth Work, Concrete and Masonry Work and Storm Water Management daily reports and photos, to include all Harford County requirements. The CMAR shall provide a Certificate of Compliance to Harford County Government to validate that the building and Storm Water Management facilities have been constructed according to the plans and specifications.

2. The College 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 General Conditions of the Contract for Construction and the Standard Form of Agreement between Owner and Construction Manager where the Construction Manager is also the Constructor.
3. Quality Assurance/Inspections are an area of utmost importance to the College. Although it is the contractual obligation of both the A/E and the CMAR to guard the College against defects and deficiencies in the work, it is expected that the College will participate in this process.

It is anticipated that some personnel from the College's Facilities Management Division will attend inspections and tests. It is the responsibility of the CMAR to advise the College's Project Manager of scheduled tests and inspections with appropriate advance notice.

In addition, the CMAR 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.

I. COMMISSIONING

1. Commissioning for this project will include, but not be limited to, the following systems:

All HVAC systems including chiller, variable frequency drives, air distribution devices, valves, fans, controls, pumps and associated piping, wiring and ductwork;

The Building's Automatic Control System (Energy Management System)

Smoke exhaust system

Fire Alarm and Life Safety Systems; and,

Electrical Systems particularly those tied to an emergency generator, and lighting systems, if any.

The AE will develop commissioning specifications, and the CM and his contractors will agree to the commissioning requirements.

2. All activities associated with Commissioning are to be performed during the Construction Phase only. Such activities include the preparation of the commissioning plan, observation of start-up, testing and calibration activities, verification and documentation of functional performance tests and acceptance.
3. The CMAR is to provide on-site staff in the roles of Test Engineer and Commissioning Agent [see Item #1.7.3 (b) as well as the Price Proposal Form].

J. PROJECT SAFETY

1. The CMAR shall develop and implement a project safety program in accordance with the General Conditions and applicable regulations.
2. This person shall provide a report to the College as part of each monthly meeting any safety violations and actions taken to protect the safety of persons and property engaged in the work.

K. CHANGE IN SCOPE AND CHANGE IN GMP

1. The College 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.

2. Changes in the scope of work to be performed during the Construction Phase shall be governed by Article 7 of the General Conditions, as supplemented by the provisions of this Section 400. Notwithstanding anything in that Article 7, the provisions thereof shall apply only to work to be performed in the construction phase.
3. The CMAR shall notify the College in writing with detailed cost supportive data (and copy to A/E) if any apparent change in scope or design will require a change in the GMP.
4. 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 GMP 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 College. Nothing herein shall be construed to preclude the College from ordering minor changes in the work not involving increases in cost, consistent with the intent of the Contract Documents.
5. No change order expenditures can be made against this contract without written approval by the College's designated representative via the issuance of a contract amendment to the CMAR.
6. As set forth in Article 7 of the General Conditions, an equitable adjustment will be made in the CMAR fee, if appropriate, dependent on the scope of the change and the time frame therein.
7. The College and A/E will review the CMAR analysis and cost data and advise the CMAR of their findings. The College and CMAR shall reach a mutual agreement on the nature of the subject change and upon the College's direction eliminate the circumstances of the change or negotiate a mutually agreed cost change to be made to the GMP. The CMAR shall notify the A/E and the College of such changes before trade bids for the work associated is requested.
8. Changes to the GMP will only be made as a result of documented and College approved decisions with the issuance by Procurement of a contract amendment to the CMAR by the College.
9. The CMAR shall develop and implement a system for review, negotiation, and processing of proposed Change Orders. They shall, with complete supporting data, recommend necessary or desirable changes to the College and the A/E for approval.
10. There will be no CMAR mark-up for any change order work. Rather, change order proposals will consist of actual costs only; that is, trade contractors' change order proposals and General Conditions items, if applicable, only.

L. SHOP DRAWING REVIEW/PROCESSING

1. The CMAR will be responsible for logging all shop drawings/submittals prior to submission to the College and the A/E. The CMAR is to insure that shop drawing/submittals packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.
2. The CMAR shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings/submittals. They shall review this system with the College and obtain the College's approval prior to implementation.
3. The CMAR 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 College which takes as a minimum a time frame for review of approximately three (3) weeks.

4. The CMAR shall include shop drawings as an agenda topic on all Owner meetings and advise the College immediately of any delays in the shop drawing/submittal process.
5. The CMAR shall develop a shop drawing/submittal aging report which is to be submitted to the College's Project Manager at each bi-weekly progress meeting.
6. The CMAR shall provide coordinated drawings as indicated in Section 400, Article 3.

M. PROJECT SITE DOCUMENTS

The CMAR 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.

N. CLAIMS AVOIDANCE/RESOLUTION

1. The CMAR is to advise the College, as necessary, on construction issues so as to avoid disputes. Such advice is to be provided on a timely basis.
2. If claims/disputes arise, the CMAR will provide the College with assistance as requested including, but not limited to, cost assessments, documentation review, and contract review and make recommendations accordingly.

O. CONTRACT CLOSE OUT

1. The CMAR is required to bring on staff a Project Close-Out Engineer, at the appropriate time, to handle project close-out activities which include punch list, scheduling of the required demonstrations and testing. Note: this position should not be filled by someone who has been assigned to other positions during the construction of the project.
2. The CMAR is responsible for compliance with all Contract Close-Out items per the Contract Documents. They shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals.
3. For mechanical and electrical equipment, the CMAR is to obtain the Operating and 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 College Project Manager who is to forward one (1) set to the College's Facilities Office for review prior to the equipment demonstration.
4. The CMAR is to work closely with the College's Contract Administrator and Project Manager as to the procedures and schedule for Contract Close-Out and the contractual obligations therein.
5. At the completion of the Project, and before final payment is approved, the CMAR shall deliver all such records to the College along with a full and complete set of as-built drawings for approval and action by the A/E.

P. REPORTS

1. The CMAR shall provide to the College 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 College's request, a written report inclusive of the items noted below.

- a) Within ten (10) days of issuance of the Construction Phase Notice to Proceed, the CMAR is to submit to the College the report formats for each of these and prior to implementation the CMAR must obtain the College's approval of these formats.
- b) The monthly report by the CMAR is to include the items noted below.
 - a. 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.
 - b. Schedule: Updated and revised project schedules with a summary statement as to the status of construction for the Project.
 - c. Cost Status: Overall summary of the financial status of the project with the cost control report included which details expenditures of all contingencies and estimates cost impact to resolve and pending issues.
 - d. Change Orders: 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 orders which require the College's immediate attention.
 - e. Shop Drawings/Submittals: A summary statement as to the status of shop drawings/submittals for the Project inclusive of items requiring the College and/or the A/E's immediate attention.
 - f. 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.

Q. 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 (occupancy) within the time indicated on the Project Specification Cover Sheet (Section 400, Article 4) and in Section 400, Article 3A, 4.7, "Time is of the essence."

R. SEPARATE CONTRACTS

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

END OF SECTION 400, ARTICLE 3B, SCOPE OF WORK

SECTION 400, ARTICLE 4 SPECIFICATIONS

PROJECT SPECIFICATIONS

PPOJECT TYPE: Renovation, New Construction, Site-work and Utilities

NAME OF AREA: Chesapeake Welcome Center Renovation and Addition

PRECONSTRUCTION SERVICES: TO BEGIN DURING DESIGN PHASE

CONSTRUCTION SERVICES: TO BEGIN FOLLOWING GMP APPROVAL

<u>PROPOSED SCHEDULE:</u>	<u>Start Date</u>	<u>Completion Date</u>
Design	In Progress	January 1, 2021
Construction	September 1, 2021	March1, 2023

ESTIMATED CONSTRUCTION BUDGET: \$26,000,000.00

ESTIMATED BUILDING SIZE: Renovation: 32,266 GSF
Addition: 39,734 GSF
Total: 72,000 GSF

This project, including the built product and construction operations, shall meet or exceed requirements of the U.S. Green Building Council (USGBC) for LEED Silver certification. The project may not be submitted to the USGBC for certification.

END OF SECTION 400, ARTICLE 4

SECTION 500
V. GENERAL CONDITIONS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,” AIA DOCUMENT A201, 2017 EDITION AND “STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR WHERE THE BASIS OF PAYMENT IS THE COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE WHERE THE CONSTRUCTION MANAGER IS ALSO THE CONSTRUCTOR”, AIA DOCUMENT 133, 2009 EDITION

ATTACHMENT A
TECHNICAL PROPOSAL FORMS

KEY PERSONNEL FORM

1. **PERSON'S NAME:** _____
We confirm this person is available for Oral Presentation sessions ____ Yes ____ No, if No, explain _____

2. **POSITION TO BE ASSIGNED:** _____
____ PROJECT EXECUTIVE ____ FIELD SUPERINTENDENT
____ PROJECT MANAGER ____ CHIEF ESTIMATOR

3. **CM AT RISK SERVICES TO BE HANDLED BY THIS PERSON: (Check all that apply)**

3.1 **PRE-CONSTRUCTION PHASE CM AT RISK SERVICES:**

____ Project/Design Review ____ CPM Schedule
____ GMP Preparation ____ Value Engineering
____ Overall Management ____ Cost Model/Estimates
____ Constructability Review/Recommendations

3.2 **CONSTRUCTION PHASE CM AT RISK SERVICES:**

____ CPM Schedule ____ Trade Contract Awards
____ Trade Contract Mgt. ____ Conduct Progress Meetings
____ Conduct Owner Meetings ____ RFIs
____ Substitution Requests ____ Project Photos
____ Change Orders ____ Cost Control
____ Project Safety ____ QA/Inspections
____ Shop Drawings/Submittals ____ Monthly Report
____ Project Site Documents ____ Contract Close Out
____ Claims Avoid/Resolve ____ Overall CM Team Management
____ Other: _____

NOTE: If an Offeror finds the space provided on this form to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

4. **TIME COMMITMENT:** _____ ANTICIPATED NUMBER OF HOURS
4.1 **PRE-CONSTRUCTION PHASE:** ____ % _____
4.2 **CONSTRUCTION PHASE:** ____ % _____

5. **OTHER PROJECTS:** To which this person will be assigned during same time period as the schedule of College Project:

Project Name & Geographic Location	Role	% Time	Anticipated Completion Date of Person's Assignment
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6. **EDUCATIONAL BACKGROUND:**

Institution	Degree/Diploma/	Major (if any) Certificates	Date of Degree

7. **EMPLOYMENT HISTORY*:** (*NOTE: 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.)

7.1 CURRENT EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD	DURATION BY DATE

7.2 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD	DURATION BY DATE

7.3 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD	DURATION BY DATE

8. **PROJECT REFERENCES:** (Note: These references are to be from the project experience provided as an attachment to this Key Personnel Form. As indicated in the bid document, such references are to be **project references not employment references**; that is, the College is interested in speaking to a Project Owner (preferably) or the A/E regarding the person's performance on a particular project.)

8.1 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

DESCRIPTION OF CONTRACT/PROJECT DONE: _____

8.2 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

DESCRIPTION OF CONTRACT/PROJECT DONE: _____

8.3 CONTACT PERSON: _____ TELEPHONE #: _____

COMPANY NAME: _____

DESCRIPTION OF CONTRACT/PROJECT DONE: _____

9. **ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):**

10. **SIMILAR PROJECT/CONTRACT EXPERIENCE:** (COMPLETE THE ATTACHED CHART - ATTACHMENT A TO KEY PERSONNEL FORM for each of the submitted key people; that is, the Project Executive, Project Manager, Field Superintendent and Chief Estimator. Please note: A **minimum of four (4) projects** are to be listed for each key person.)

NOTE: If an Offeror finds the space provided to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

KEY PERSONNEL FORM FOR SIMILAR PROJECTS

SIMILAR PROJECT/CONTRACT EXPERIENCE

PERSON'S NAME: _____ PROPOSING FIRM: _____

ROLE TO BE ASSIGNED: _____ PROJECT EXECUTIVE _____ FIELD SUPERINTENDENT
 _____ PROJECT MANAGER _____ CHIEF ESTIMATOR

PROJECT NAME & CONTRACT METHOD (GC, CM, OR D/B)	PROJECT DESCRIPTION (Type of project, type of facilities/use, higher education/tight setting, new, academic/teaching/gross square feet)	PERSON'S ROLE ON THIS PROJECT (i.e., Project construction manager, etc.) DURATION OF PERSON ON JOB	\$AMOUNT OF PROJECT	COMPLETION DATES (MM/YY-MM/YY)	NAME OF PRIME CONTRACTOR & A/E ON THE JOB

NOTE: A **minimum** of four (4) projects are to be listed for each key supervisory person as requested in the RFP documents.

OTHER KEY CM PERSONNEL FORM

Offeror: _____

Position	Name	Duties	# of Yrs. w/ Offeror	# of Yrs. In Const. Field	# of Yrs. In Assigned Role
Project Engineer (s) A/S/C					
Project Engineer (s) M/E/P					
Close-Out Engineer (Per RFP, cannot be individual who has been with project during construction.)					
Test Engineer					
Assistant Field Superintendent					
Assistant Project Manager:					
Traffic Consultant:					
Other:					
Other:					

**BASIS FOR SELECTION TO
PROPOSED CM AT RISK TEAM**

Offeror: _____

Page 1 of 2

Person	Position	Basis for Selection (i.e., why selected, factors considered, proj. exp., etc.)
	Project Executive	
	Project Manager	
	Field Superintendent	
	Chief Estimator	
	Project Engineer (A/S/C)	
	Project Engineer (M/E/P)	
	Assistant Project Manager	

	Assistant Field Superintendent	
	Close-Out Engineer	
	Test Engineer	
	Other:	
	Other:	

ANTICIPATED NUMBER OF HOURS
FOR ON SITE STAFF

OFFEROR: _____

Provide anticipated number of hours for the on site staff. Per the RFP, only those positions listed below will be considered by the College to be staff reimbursable positions.

Position	Anticipated Total Hours
Project Manager	_____
Assistant Project Manager	_____
Field Superintendent	_____
Project Engineer (A/S/C)	_____
Project Engineer (M/E/P)	_____
Field Secretary/Clerk	_____
Clerk/Document Control Person	_____
Coordinated Drawing Engineer	_____
Field Accountant	_____
Project Close Out Engineer** (see notation below)	_____
Assistant Superintendent	_____
Foreman	_____
Laborer	_____
Test Engineer** (see notation below)	_____
Testing and Inspections Agent (Structural Steel, Masonry, Concrete, Earthwork, etc.)**(see notation below)	_____
Commissioning Agent **(see notation below)	_____
Total Hours:	_____

***Note:** Per the RFP, Section 400, in the case of the Test Engineer and Commissioning Agent, it is acceptable to the College that these roles be handled by other positions within the CM team (except the Project Manager and Field Superintendent) if a Offeror elects to do so. If this is the case, the Offeror is to so note this on the form in the space provided for the anticipated total hours for these positions (i.e., N/A see Project Engineer, etc. In the case of the Close Out Engineer, it is the College's intent that this position be "fresh eyes" to facilitate the close out process, therefore this position cannot be someone who has been assigned to other positions during the construction phase.) The Testing and Inspection agent and Commissioning Agent must be licensed and certified to perform such duties in the State of Maryland.

**WORKING RELATIONSHIPS OF
CM AT RISK KEY PERSONNEL FORM**

OFFEROR: _____

Job Information */**	Proj. Exec.	Proj. Mgr.	Field Supt.	Proj. Eng. ***	Estimator	Other: _____

*Minimum of 4 jobs to be listed

** Job information to include job name, \$amount, type of facility, setting & year completed

***Project Engineer under consideration (may be 1 or more) as construction phase in future

CM AT RISK CONTRACTOR EXPERIENCE FORM

OFFEROR: _____

ARCHITECT'S NAME: _____

PROJECT NAME: _____

ADDRESS: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

PROJECT OWNER'S NAME: _____

CM PROJECT EXECUTIVE: _____

CM PROJECT MANAGER: _____

ADDRESS: _____

CM FIELD SUPERINTENDENT: _____

CM CHIEF ESTIMATOR: _____

CONSTRUCTION DOLLAR VOL. \$ _____

OWNER'S CONTACT PERSON: _____

CHANGE ORDER DOLLAR VOL. \$ _____

TELEPHONE NUMBER: () _____

TOTAL CONSTRUCTION \$ VOL: \$ _____

(BASE CONTRACT PLUS C/Os)

PROJECT START DATE: _____

PROJECT COMPLETION DATE: _____

TOTAL GROSS SQUARE FOOTAGE: _____

SUBSTANTIAL COMPLETION DATE: _____

TYPE OF PROJECT: _____ NEW CONSTRUCTION

OCCUPANCY DATE: _____

_____ RENOVATION

_____ ADDITION WORK
SETTING:

_____ FULLY OCCUPIED

_____ UNOCCUPIED

_____ PARTIALLY OCCUPIED

_____ HIGHER EDUCATION

_____ MIXED USE INCLUSIVE OF PARKING FACILITY

_____ OTHER: _____

TRADES INCLUDED: (check all that apply)

_____ 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: _____)
 Computer Cabling Other: _____
 Site Work Utilities

IF GARAGE, COMPLETE THE FOLLOWING (CHECK ALL THAT APPLY): _____ # of Parking Spaces
 GARAGE USE: CASH PERMIT EMPLOYEE PARKING GENERAL PUBLIC STUDENT PARKING
 TRAFFIC FLOW DESIGN (I.E. ONE-WAY, TWO-WAY, ETC.)
 REVERSIBLE TRAFFIC PATTERNS UNDERGROUND (# OF LEVELS BELOW GRADE): _____
 ABOVE GRADE: NUMBER OF LEVELS TYPE OF TRAFFIC COATING: _____

OVERALL DESCRIPTION OF THIS PROJECT (i.e., type of facility, use (classrooms, offices, etc) if includes garage, layout, number of levels, number of parking spaces, etc.) **DESCRIBE SITE CONSTRAINTS, IF ANY:**

TYPE OF CONSTRUCTION MANAGEMENT SERVICES PROVIDED: (Check all that apply)
 Pre-construction/Design Phase: Manage the design process Value Engineering Scheduling Project Procedures
 Constructability Review Cost Models/Estimates at 100% Schematics,
 100% Des. Dev. 50% Construction Documents Other Interval: _____

_____ Consultation during Design _____ Trade Contract Bidding
 Construction Phase: _____ Cost Control _____ Project Schedule _____ Project Control Svcs
 _____ Award and manage trade contracts _____ Project Safety
 _____ Quality Assurance/Inspections _____ Change Order Review
 _____ Shop Drawing/Submittal Review/Processing _____ Project Site Docs
 _____ Claims Avoidance/Resolution _____ Contract Close Out
 _____ Monthly Written Reports to Owner _____ Manage the A/E

DESCRIBE THE SIMILARITIES OF THIS PROJECT:

LIST BELOW ALL PROPOSED CM TEAM MEMBERS WHO WORKED ON THIS PROJECT BY NAME AND POSITION:

TEAM MEMBER	POSITION HELD ON THIS PROJECT

ANNUAL SALES VOLUME/NUMBER OF PROJECTS

OFFEROR: _____

YEAR	SALES VOLUME \$	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE	AVERAGE PROJECT SIZE	*CM AT RISK%	*CM AGENT	GC%	DB%	OTHER:
2016	\$ _____	_____	\$ _____	\$ _____	_____%	_____%	_____%	_____%	_____%
2017	\$ _____	_____	\$ _____	\$ _____	_____%	_____%	_____%	_____%	_____%
2018	\$ _____	_____	\$ _____	\$ _____	_____%	_____%	_____%	_____%	_____%

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 who will manage this contract, not the parent company:

*NOTE: CM at Risk should be based on total contract value. CM Agent should be based on fees only as CM does not hold trade contracts.

CM AT RISK CURRENT WORKLOAD

OFFEROR: _____

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 SUPERINTENDANT
	\$	%				
	\$	%				
	\$	%				
	\$	%				
	\$	%				
	\$	%				
	\$	%				
	\$	%				
	\$	%				
	\$	%				
	\$	%				
	\$	%				

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:

MINORITY BUSINESS ENTERPRISE (MBE)
PARTICIPATION FORM

HARFORD COMMUNITY COLLEGE

OFFEROR: _____

BIDDERS SHALL COMPLETE THE FOLLOWING:

I HEREBY REPRESENT THAT OUR/MY FIRM IS _____ IS NOT _____
A MINORITY BUSINESS FIRM AS INDICATED BELOW (check all that apply):

Black (not Hispanic) _____ Hispanic _____ Asian/Pacific Islander _____
American Indian/Alaska native _____ Disabled _____ Female _____

I HEREBY REPRESENT THAT OUR/MY FIRM IS _____ IS NOT _____
COMMITTED TO ACHIEVE A MINIMUM REQUIRED MBE PARTICIPATION LEVEL OF 10%,
WITH A GOAL OF 15%.

I hereby certify that the above information is true and correct, to the best of my knowledge and belief.

Firm Name

Signed Date

Type or Print Name

Title

Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm, I _____ (name of affiant) am the
_____ (title) and duly authorized representative of
_____ name of business entity

and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/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/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror 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/Offeror 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/Offeror 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/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/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/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/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror 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/proposal 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 21.11.13; 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.

B. 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 name(s) of person(s) involved, and their current positions and responsibilities with the business):

C. 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/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/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) above, 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):

D. 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

name(s) of the person(s) 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).

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and 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):
-
-

F. SUBCONTRACT 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.

G. 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/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/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/proposal is submitted.

H. 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, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

I. 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.

J. 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:

K. 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.

L. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use

of Environmental Marketing Claims as provided in 16 C.F.R. §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/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.

By:

Signature of Authorized Representative and Affiant

Printed Name:

Printed Name of Authorized Representative and Affiant

Title:

Title

Date:

Date

ATTACHMENT B

**FINANCIAL PROPOSAL
CONTRACT DOCUMENTS**

FINANCIAL PROPOSAL
RFP 20P-001
CM AT RISK SERVICES AT THE HARFORD COMMUNITY COLLEGE

NAME OF OFFEROR: _____

FID #: _____

DATE: _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the following guaranteed maximum price:

1. PART A. PRE-CONSTRUCTION PHASE:

1.1. Pre-Construction Services Construction Management Fee:

(in words and figures) (\$ _____) (_____)

2. PART B. CONSTRUCTION PHASE CM AT RISK FEE: The total projected hard construction costs (Project Construction Budget) for this Construction Project are as follows:

2.1 Construction Phase Construction Management At Risk Fee for the Project inclusive of all CM costs per this RFP:

(in words and figures) (\$ _____) (_____)

3. PART C: REIMBURSABLE ITEMS: Each Offeror is to provide Not-to-exceed amounts for (i) General Conditions - On Site Staff Reimbursable as reflected on Attachment 1, (ii) General Conditions Non-Personnel items per the RFP, as reflected on Attachment 2, (bonds and insurance are to be quoted separately with the balance of the GC for Non-Personnel items to be a minimum of 4.5%) and (iii) CM-GMP Contingency for the Project and College contingency.

3.1 GENERAL CONDITIONS - ON SITE CM AT RISK STAFF REIMBURSABLES* ONLY FOR THE PROJECT

3.1.1. For the new building/site work/utilities project per Attachment 1:

(In words and figures) (\$ _____) (_____)

3.2 GENERAL CONDITIONS FOR NON-PERSONNEL REIMBURSABLE COSTS per Attachment 2 of the RFP document [inclusive of insurance (liability, workmen's compensation and builder's risk) and 100% performance and payment bonds] General Conditions Non-personnel allowances as previously noted as reflected on Attachment 2.

Note: Firm fixed prices for bonds and insurance are to be quoted. The remaining items under this non-personnel reimbursable allowance should be quoted as a lump sum not-to-exceed amount. The amount quoted for the remaining items cannot be less than 4.5% of the project construction costs.

For the New Renovation Addition / Site work Project:

3.2.1 Bonds:
(in words and figures) (\$ _____) (_____)

3.2.2 Insurance:
(in words and figures) (\$ _____) (_____)

3.2.3 Remaining items per Attachment 2 (cannot be less than 4.5% of the project construction costs)

3.2.4 **Total Non-Personnel Reimbursable:** (sum of 3.2.1, 3.2.2, 3.2.3,)
(in words and figures) (\$ _____) (_____)

3.3 CM-GMP Contingencies: Quoted amount of this contingency (see Section 400 for details on this) for the Project.

3.3.1 For the New Building/Site work/Utilities :
(in words and figures) (\$ _____) (_____)

3.4 Total Not-to-Exceed (NTE) CM Reimbursable Costs: (sum of 3.1.1 and 3.2.4)
(in words and figures) (\$ _____) (_____)

4. TOTAL CM AT RISK PRICE PROPOSAL: (sum of 1.1, 2.1, 3.3.1, 3.4)
(in words and figures) (\$ _____) (_____)

5. Billable, hourly rates for onsite staff: The billable, hourly rates to be quoted by the CM At Risk:

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$ _____
Assistant Project Manager	\$ _____
Field Superintendent	\$ _____
Project Engineer (A/S/C)	\$ _____
Project Engineer (M/E/P)	\$ _____
Field Secretary/Clerk	\$ _____
Clerk/Document Control Person	\$ _____
Close Out Engineer (cannot be done by person who has been assigned to other positions during construction)	\$ _____
Field Accountant	\$ _____
Assistant Superintendent	\$ _____
Foreman	\$ _____

Test Engineer (if this work being done by another position, please note accordingly) \$ _____

Commissioning Agent (if this work being done by another position, please note accordingly) \$ _____

Testing and Inspections Agent (Structural Steel, Masonry, Concrete, Earthwork, Etc.) \$ _____

Other: _____ \$ _____

Note: The billing rates for onsite staff positions for which prevailing wage rates apply are required to be listed herein and costs for such positions are to be included in above based on the quoted billing rates; upon issuance of the prevailing wage rates, adjustments (if any), will be made accordingly with the successful CM firm.

We understand that by submitting a proposal, we are agreeing that (i) the Project schedule will be met and (ii) the total hard construction cost for the Project as set forth in the Contract shall not exceed the amount of the Project Construction Budget of approximately **\$26,000,000.00**. We understand that any and all savings accrued during the Construction Phase of the Project are for the benefit of and shall be shared by the College and CMAR. We confirm that our quoted, not-to-exceed (NTE) price for the Onsite Staff Reimbursables are based on the matrix of hours provided to the College, as a minimum.

We understand that for any or no reason the College, at its sole discretion, can decline to accept the Construction Manager At Risk 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 CMAR fee and thereupon, without penalty, the Construction Manager At Risk agreement will terminate automatically according to its terms. We further understand that the approval by the Board of Trustees and/or Board Public Works 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 College prior to the bidding of trade packages by the CMAR) are to be paid during the construction phase and these wages will apply on entire Project. We understand that a Bid Bond is required with this Price Proposal. We understand that a 100% Performance & Payment Bond is required with the issuance of any Construction Contract Amendment to incorporate trade work into the CMAR Contract.

We also understand that the Bid/Proposal Affidavit and MBE Exhibit I, provided with our Technical Proposal remain in force under this Price Proposal phase.

We understand that the College 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 offeror represents, and is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME _____
 ADDRESS _____

 TELEPHONE NO. _____
 SIGNED _____
 Printed Name _____
 Title: _____

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co – Partnership)

ADDRESS _____

In Presence of Witness:
_____ as to

TELEPHONE NO. _____

BY _____
(Partner)

_____ as to

Printed Name: _____

BY _____
(Partner)

_____ as to

Printed Name: _____

BY _____
(Partner)

(Signatures Continued Next Page)

C. CORPORATE PRINCIPAL

(Name of Corporation)

ADDRESS _____

TELEPHONE NO. _____

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

OFFEROR'S NAME: _____

BY:

Signature of Officer and Title

Printed Name

Title

Attachments: Attachment #1 and Attachment #2

STAFF REIMBURSABLE BREAKDOWN ATTACHMENT # 1

OFFEROR: _____

NOTE THE FOLLOWING:

1. This attachment is to be included with the Offeror's Price Proposal. The estimated hours are to match, at a minimum, those provided for evaluation in the Technical Proposal.
2. If any of the positions noted below will not be filled by the Offeror, the Offeror is to note in the space provided what position will be handling the duties associated with the unfilled position.
3. Per the RFP, due to the size and nature of this project, it is expected that these positions will perform their responsibilities on site.

POSITION	ESTIMATED HOURS	TOTAL COST
Project Manager	_____	\$_____
Assistant Project Mgr.	_____	\$_____
Field Superintendent	_____	\$_____
Project Engineer (A/S/C)	_____	\$_____
Project Engineer (M/E/P)	_____	\$_____
Field Secretary/Clerk	_____	\$_____
Clerk/Document Control Person	_____	\$_____
Close Out Engineer	_____	\$_____
Field Accountant	_____	\$_____
Assistant Superintendent	_____	\$_____
Foreman	_____	\$_____
Test Engineer	_____	\$_____
Commissioning Agent	_____	\$_____
Testing and Inspection Agent	_____	\$_____
Laborer	_____	\$_____
Other: _____	_____	\$_____
TOTAL HOURS*:	_____	

*Must total or exceed the number of hours provided in technical proposal.

Signer's Initials: _____

NON-PERSONNEL GENERAL CONDITIONS BREAKDOWN ATTACHMENT # 2

OFFEROR: _____

PLEASE NOTE THE FOLLOWING:

1. This attachment is to be included with the Offeror's Price Proposal.
2. This attachment is per Attachment C of the RFP documents **excluding field staffing** as the breakdown for such staff reimbursables is to be handled under a separate breakdown.

ITEM	ESTIMATED COST
Mobilization	\$ _____
Temporary Facilities	\$ _____
Tools/Equipment	\$ _____
Plans/surveys/permits/testing*	\$ _____
Safety/Clean-up	\$ _____
General Items (i.e., weather and dust protection, photos, Field Office computers, office equipment, pagers, two way radios, and travel expenses for offsite surveys and inspections)	\$ _____
Insurance/Bond	\$ _____
Close out/De-mobilization	\$ _____
Other:	
_____	\$ _____
_____	\$ _____
_____	\$ _____

Signer's Initials: _____

BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the state of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of (\$ _____), for the payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for. _____.

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified herein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) day if no period is specified) after receipt of the forms, or in the event failure so to execute such further contractual documents and give such bonds, id the Principal shall pay the State for any cost of procuring the work which exceeds the amount of its bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of Witness Individual Principal
..... as to(SEAL)

In Presence of Witness Co-Partnership Principal
.....(SEAL)
(Name of Co-Partnership)
..... as to By:(SEAL)
..... as to(SEAL)
..... as to(SEAL)

Corporate Principal
Attest:
(Name of Corporation)
..... as to By: AFFIX
Corporate Secretary as to President CORPORATE
SEAL

.....
(Surety)
Attest: (SEAL) By: AFFIX
Signature Title: CORPORATE
SEAL

Bonding Agent's Name:.....
Agent's Address.....
.....
(Business Address of Surety)

Approved as to legal form and sufficiency
this day of 20.....
.....
HCC General Counsel

CONTRACT AFFIDAVIT



A. AUTHORITY

I _____ (name of affiant) am
_____(title) and duly authorized representative of
_____(name of business entity) and that I
possess legal authority to make this affidavit one behalf of the business for which I am
acting.

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 box):

- (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, or 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 or before: (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

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

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 Proposal, 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), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, 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), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, 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), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E (4), below, 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 Proposal Affidavit dated __, 201 __, 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: _____(print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

PERFORMANCE BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of Maryland and authorized to do business in the State of Maryland	By and through the following Harford Community College of
Penal Sum of Bond (express in words and figures)	Date of Contract , 20.....
Description of Contract	Date Bond Executed , 20.....
Contract Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Board of Trustees of the Harford Community College which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed hereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extension thereto that may be granted by the Harford Community College, and during the guarantee and warranty period, if any, required under the Contract; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Harford Community College of to be in default under the Contract, the Surety may, within 15 days after notice of default from the Harford Community College, notify the Harford Community College Harford County of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Harford Community College of thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of Witness Individual Principal
..... as to(SEAL)

In Presence of Witness Co-Partnership Principal
.....(SEAL)
(Name of Co-Partnership)
..... as to By:(SEAL)
..... as to(SEAL)
..... as to(SEAL)

Corporate Principal
.....
(Name of Corporation)
Attest: as to By: AFFIX
Corporate Secretary President CORPORATE
SEAL

.....
(Surety)
Attest: (SEAL) By: AFFIX
Signature Title: CORPORATE
SEAL
Bonding Agent's Name:.....
Agent's Address.....
(Business Address of Surety)

(Contractor shall fill in all blank spaces above this line) Approved as to legal form and sufficiency
this day of 20.....
.....
HCC General Counsel

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of Maryland , By and through the following and authorized to do business in the State of Maryland,	
Penal Sum of Bond (express in words and figures)	Date of Contract
 , 20.....
Description of Contract	Date Bond Executed
 , 20.....
Contract Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized it do business in Maryland, and having business addresses as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Harford Community College named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed hereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void otherwise it shall remain in full force and effect, subject to the following conditions:

A claimant is defined to be any and all of those persons supplying labor and materials (including lessors of the equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and sub-contractors in the prosecution of the work provided for the Contract, entitled to the protection provided by Section 9-113 of the Real Property Article of the Annotated Code of Maryland, as from time to time amended.

The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may, pursuant to and when in compliance with the provisions of the aforesaid Section 9-113, sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of Witness	Individual Principal
------------------------	----------------------

..... as to(SEAL)

In Presence of Witness

Co-Partnership Principal

.....(SEAL)
(Name of Co-Partnership)

..... as to By:(SEAL)

..... as to(SEAL)

..... as to(SEAL)

Corporate Principal

Attest:

.....
(Name of Corporation)

..... as to
Corporate Secretary

By:
President
AFFIX
CORPORATE
SEAL

.....
(Surety)

Attest: (SEAL)

By:
Title:
AFFIX
CORPORATE
SEAL

Signature

Bonding Agent's Name:.....

.....
(Business Address of Surety)

Agent's Address.....

(Contractor shall fill in all blank spaces above this line)

Approved as to legal form and sufficiency

this day of 20.....

.....
HCC General Counsel

ATTACHMENT C
GENERAL CONDITIONS ITEMS

GENERAL CONDITIONS LISTING FOR NON-PERSONNEL ITEMS

GENERAL CONDITIONS ITEMS TO BE HANDLED BY THE CM AT RISK ON A REIMBURSABLE BASIS PER THE GENERAL CONDITIONS ALLOWANCE AND ARE TO INCLUDE BUT ARE NOT NECESSARILY LIMITED TO:

A. MOBILIZATION

Move on site and establish appropriate field offices.

B. TEMPORARY FACILITIES

- 1.) Provide Field office trailer(s).
- 2.) Provide Field office furniture.
- 3.) Provide Field office telephones.
- 4.) Provide Field office electrical power connections.
- 5.) Include temporary sanitary facilities costs.

Note: Temporary heat and electric, if applicable, are to be part of the Mechanical and Electrical Contractors respectively; however, if there is temporary heat and/or electrical needs prior to the award of the mechanical and electrical contracts, such costs are to be handled by the CM under the General Conditions - Non-personnel allowance.

C. TOOLS/EQUIPMENT

- 1.) Provide small power/hand tools and equipment as may be required by the CM's field staff only.
- 2.) Establish and maintain an appropriate shipping/receiving system.
- 3.) Provide miscellaneous materials.

D. PLANS/SURVEY'S/PERMITS/TESTING

- 1.) Provide reproduction of Construction Documents during construction phase.
- 2.) Provide surveyors services (Site surveys, Layout, etc.) if required.
- 3.) Acquire required permits(to be coordinated with college).
- 4.) Provide required third party inspection/testing services (Soils, Concrete, Steel, etc.) under the established allowance which is to be included in the CM's quoted NTE for General Conditions Non-personnel costs; see RFP Section 400 for further details.

E. SAFETY/CLEAN-UP

- 1.) Establish and maintain an on-site safety program throughout construction phases.
 - 2.) Install and maintain temporary facilities as required: safety barricades, partitions, ladders, stairs, site-fencing, signage, and traffic control devices.
 - 3.) Provide daily site clean-up, trash collection and removal.
-

- 4.) Provide and maintain site security throughout project construction phases. The CM is not required to provide a security guard but rather to provide standard site security for the project.

F. GENERAL

- 1.) Provide temporary Weather and Dust protection (That which must practically remain outside of sub-contracts) as may be required during construction phases.
- 2.) Provide progress photos throughout project construction phases; once a month is the minimum and as may be required to document special conditions. In addition, provide six (6) photographs per month taken by a Professional Photographer (see Section 400 of the RFP for further details.)
- 3.) Provide field office computers or project tracking purposes to be used with CM software (Accounting, tracking, scheduling, and word processing).
- 4.) Provide appropriate office type equipment (copying machine, fax machine, etc.) for field office use.
- 5.) Provide field personnel adequate means of communication throughout construction phases, as applicable.
- 6.) Include travel expenses for field personnel related to offsite equipment/materials surveys and inspections.

G. PROJECT FIELD STAFFING

- 1.) Field staffing needs shall be provided by the CM on a reimbursable basis per the RFP documents which is limited to the specific staff positions listed therein. Allowable costs will be at the quoted hourly, billing rate per the CM's contract.
- 2.) Provide field support staff as may be required throughout construction phases (i.e., laborers, carpenters, etc.).

H. INSURANCE/BOND

- 1.) Provide 100% Performance & Payment Bonds
- 2.) Provide liability insurance in accordance with Section 500.
- 3.) Provide a builders' risk insurance policy in the amount of the GMP in accordance with Sections 500.

I. CLOSE-OUT/DE-MOBILIZATION

- 1.) Provide final site/facility clean-up.
 - 2.) Provide final release of liens for all contracts.
 - 3.) Provide as-built set drawings to the College for use by the A/E in record drawing preparation.
 - 4.) Turn over one copy of project files and records for College archives (including but not limited to, O&M's and as built drawings, both electronic and hard copy).
-

ATTACHMENT D
BUILDING COMMISSIONING



BUILDING COMMISSIONING
TABLE OF CONTENTS

- A. DEFINITION OF COMMISSIONING
 - B. OVERVIEW OF THE BUILDING COMMISSIONING PROCESS
 - C. COMMISSIONING TEAM MEMBERS
-

A. DEFINITION OF COMMISSIONING

Commissioning is a systematic process of ensuring that all building systems perform interactively according to the design intent and the owner's operational needs. This is achieved by beginning in the design phase and documenting design intent and continuing through construction, acceptance and the warranty period with actual verification of performance.

The Commissioning Process is the act of performance testing and verification of designed mechanical building systems, electrical (inclusive of fire alarm and complex lighting systems) building systems, building automation system (BAS) and plumbing building systems, and their associated components in accordance with the MEP design parameters as defined in the project specifications.

1. Discussion:

The process includes the (i) documentation of the designed systems performance to ensure that all equipment, control sequences and operational procedures function as designed and (ii) fine tuning and calibration, as needed.

The items noted below are identified as base contract requirements of the trade contractors. Although these items are not part of "commissioning" per se, they are prerequisites to the commissioning process:

- Equipment installation, rigging, setting and alignment;
- Equipment checkout;
- Equipment start-up by the Contractor and/ or Manufacturer's Representative;
- Equipment initial testing and adjustments per the specifications and manufacturer's recommendations;
- Air and water balancing; and,
- Owner training (scheduled for either before or after commissioning).

Notes: O&M manuals (2 Sets) for the theater lighting and rigging, mechanical, electrical, plumbing and building automation systems' equipment are to be provided to the College within six (6) weeks of the approved submittals.

Orientation sessions are to be conducted by the Commissioning Agent and the Mechanical and Electrical Engineers with OM staff prior to the training and demonstrations; the purpose of these sessions is to provide the OM staff with an overview of the systems, their relationships and sequencing.

The College's Representative during commissioning will consist of two (2) people; one from Architecture, Engineering and Construction (AEC) and the other from Operations & Maintenance (OM).

B. OVERVIEW OF THE BUILDING COMMISSIONING PROCESS

1. Discussion:

The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing and training.

Performance testing should include any deferred testing or seasonal testing that cannot be completed at the time of substantial completion.

Traditional construction documents (plans and specifications), while doing an adequate job of providing information for the construction of a building, have been found to be inadequate for the operation and maintenance of the building and systems. Moreover, when the owner is faced with the prospect of renovating and area or changing the usage of a space, the documents are often inadequate to readily

ascertain available system capacity for the renovation. Under the best of circumstances, commissioning begins during the project formation phase of a project and continues through the warranty period.

The following parties can be expected to be involved in the commissioning process to varying extents:

AE	Architect and design engineers	MC	Mechanical contractor
CA	Commissioning agent	OE	Owner's Representative(s)
ATC	Controls Contractor	SUBS	Subcontractors
CM	Construction Manager	TAB	Test and balance contractor
EC	Electrical contractor	TE	Test Engineer

2. Design Phase

Adequate documentation of the design intent and basis of design of the energy- and comfort-related systems in a building is rarely found in bid documents. It is vital, however, that design intent and sequences of operation be documented adequately. That documentation serves as the goal that testing and verification seek to achieve. In addition, the design-intent document provides valuable information over the life of the building to the different parties involved in operating, maintaining, and troubleshooting the building systems.

Developing a statement of design intent and basis of design (design documentation) enables the parties involved with the building to better understand the building systems and better meet their responsibilities in designing, constructing, and operating the building. The basis of design document should be thorough reviewed with the A/E, owner and owner's representative for mutual understanding of the design intent. This will become the basis of the Commissioning Plan.

The design documentation differs from traditional specifications in that it gives a more narrative description of the system or issue and "frames" the issue or building component with background information useful and understandable to all parties. However, the design documentation often includes specifications. In general, specifications tell what is to be done on a component level. Where design documentation tells where something is done and, in general, how design and operating objectives will be accomplished.

Design documentation is needed from the architect so that the design engineers can design systems and write specifications. Design documentation is needed from the design engineers and architect so that the building contractors and technicians can properly construct the building. Final design documentation is needed from the building contractors and all of the above parties so that the building operator and maintenance coordinators can properly maintain the original intent of the systems' operations over time.

Since the plans of the construction documents will become one of the main references for maintenance, operation, and renovation, it is important that some of the basis of the design information be included on the plans. For instance, a schedule of all typical spaces in the building should be included on the equipment schedule sheets, preferably on the first page. This table would include such information as design loads (lighting, equipment, people, building exterior), minimum and maximum air changes per hour, space design temperature, space design humidity, etc. (See Section on "Commissioning Team Members" for specific details of the Mechanical and Electrical Design Engineers' responsibilities.)

3. Construction Phase

Commissioning during the construction phase is intended to achieve the following specific objectives according to the Contract Documents:

Verify that applicable equipment and systems are installed according to the manufacturer's recommendations and to industry accepted minimum standards and that they receive adequate operation checkout by installing contractors.

Verify and document proper performance of equipment and systems.

Verify that O&M documentation provided on site is complete. The commissioning agent will request from the sub-contractors full installation, operations and maintenance information before the equipment is installed. The installing subcontractor needs to review this information to insure that he provides adequate service clearances and takes into account all the manufacturers recommendations. This information is also required for the subcontractor's startup plan and procedures. All O&M documentation has traditionally been assembled after the majority of the equipment has been installed and started.

Verify that the Owner's operating personnel are adequately trained.

The commissioning process does not take away from or reduce the responsibility of the system designers or installing contractors to provide a finished and fully functioning product.

3.1 Demonstration Phase (Functional Testing)

Functional testing is the dynamic testing of systems (rather than just components) under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint). Systems are tested under various modes, such as during low cooling or heating loads, high load, component failures, unoccupied, varying outside temperatures, fire alarm, power failure, etc. The systems are run through all of the control system's sequences of operation and components are verified to be responding as the sequences state. The commissioning authority develops the functional test procedures in a sequential written form, coordinates, oversees and documents the actual testing, which is usually performed by the installing contractor or vendor.

The CA schedules functional tests through the CM, GC and affected Subs. For any given system, prior to performing functional testing, the CA waits until the prefunctional checklist has been submitted with the necessary signatures, confirming that the system is ready for functional testing. The CA oversees witnesses and documents the functional testing of all equipment and systems according to the Specifications and the Commissioning Plan. The Subs execute the tests. The control system is tested before it is used to verify performance of other components or systems. The air balancing and water balancing is completed and debugged before functional testing of air-related or water-related equipment or systems. Testing proceeds from components to subsystems to systems and finally to interlocks and connections between systems.

The CA documents the result of the test. Corrections of minor deficiencies identified are made during the tests at the discretion of the CA. The CA records the result of the test on the procedure test form. Deficiencies or non-conformance issues are noted and reported to the CM on a *Commissioning Corrective Action Report*. Subs correct deficiencies, notify the CA and return a form certifying correction. The CA schedules retesting through the CM. Decisions regarding deficiencies and corrections are made at as low a level as possible, preferably between CA or CM and the Sub. For areas in dispute, final authority, besides the Owner's, resides with the A/E. The CA recommends acceptance of each test to the CM. The CM gives final approval on each test.

The Owner's facilities operating staff are encouraged to attend and participate in the testing process. This testing and verification does not constitute formal training. The CA will notify the facility staff when the commissioning events occur.

3.2 Warranty Period

During the warranty period, seasonal testing and other deferred testing required is completed according to Specifications. The CA coordinates this activity. Tests are executed and deficiencies corrected by appropriate Subs. Witnessed by facilities staff and the CA. Any final adjustments to the O&M manuals and as-builts due to testing are made. In addition, the CA will return to the project approximately 10 months into the 24-month warranty period. During this visit(s) the CA will review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. The CA will also interview facility staff and

identify problems or concerns they have operating the building as originally intended. The CA will make suggestions for improvements and for recording these changes in the O&M manuals. The CA will identify areas that may come under warranty or under the original construction contract. The CA will also assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

C. COMMISSIONING TEAM MEMBERS AND RESPONSIBILITIES

GENERAL NOTES

All of the identified parties will form the "Building Commissioning Team"; that is, the CM, A/E, Trade Contractors and the College. An Orientation Session will be conducted approximately 45 days after construction award. The intent of this session is to review (i) the overall Building Commissioning Process, (ii) the roles and responsibilities of each party, and (iii) identification of the first steps in the process which includes the Building Schedule.

The Building Commissioning Team, led by the CM, will meet on a regular basis. The agenda for these meetings will include a review of the building commissioning schedule as well as a review of task completion since the last meeting and an identification of task for each team member for the next meeting. Initially these meetings will be held as an adjunct (immediately after) the regularly scheduled progress meeting. Later in the process, the team will meet separately on a weekly basis and finally one day per week designated for Building Commissioning. The Commissioning Agent should be working with the trade contractors to assure the completion of the proper checkout and installation as soon as each piece of equipment is installed.

1. Mechanical/Electrical Design Engineers (M/E)

1.1. Within the 100% construction documents, the Design Engineers are to include the following:

- 1.) Schedule of all typical spaces in the building on the first page of the equipment schedule sheets to include design loads, minimum/maximum air changes per hour, space design temperature, space design humidity, etc.;
- 2.) A detail list of equipment to be commissioned;
- 3.) Building commissioning specifications for all applicable trade contractors; and,
- 4.) Commissioning forms; provide five (5) sample forms (for 5 different equipment/systems in the 100% Construction Documents and the remainder of these forms within forty-five (45) days of the Construction Notice to Proceed.

2. Test Engineer (TE)

2.1. The Test Engineer should be specifically from the mechanical or electrical discipline. This person should be someone with field experience. The specific duties of the Test Engineer include the following:

Design Phase:

- 1.) Assist the appropriate A/E design consultants (noted in #1 above) in the preparation of all building commissioning forms for each piece of equipment/system to be included in this process.

Construction Phase:

- 2.) Participate in the commissioning planning and scheduling meetings;
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- 3.) Attend the Building Commissioning Team meetings;
- 4.) Make field inspections of equipment during regularly scheduled site visits;
- 5.) Review and approve the final completed individual checkout and test performance results;
- 6.) Participates in the actual equipment and/or system commissioning; and,
- 7.) Directs the correction of deficiencies found during the commissioning process and recommends modifications to system design for review by the Design Engineers and the College.

3. Commissioning Agent (Ca)

3.1 The Commissioning Agent should be on the Construction Manager's staff and preferably the MEP Project Engineer. The duties of this person include the following:

Design Phase:

- 1.) Provide commissioning input in the project schedule which is developed during the pre-construction phase.

Construction Phase:

- 2.) Coordinate commissioning scheduling, planning and meetings with the Test Engineer;
 - 3.) Serve as Team Leader of the Building Commissioning Team;
 - 4.) Conduct Building Commissioning Team meetings which include the Test Engineer, Specialty Contractors and Owner's Representative and issue meeting notes accordingly;
 - 5.) Define the contractual obligations and responsibilities of the individual Specialty Contractors for each piece of equipment or system based on the 100% Construction Documents;
 - 6.) Arrange and manage all testing inclusive of cross system testing required by Specialty Contractors;
 - 7.) Submits schedules, procedures, forms and other documentation to Owner for review and approval before starting of the commissioning;
 - 8.) Coordinate and confirm the individual specialty contractor testing and checkout of equipment and systems;
 - 9.) Schedule and coordinate the participation of the Owner's Representative, Test Engineer, and individual Specialty Contractors for the actual commissioning and testing;
 - 11.) Review and maintain the various checkout and performance test forms and submit the completed forms to the Owner for record and recommend final acceptance;
 - 12.) Coordinate the participation of the Owner's personnel for the meetings and commissioning test; and,
 - 13.) Compile a Building Commissioning Schedule giving durations for each system based on the anticipated substantial completion date; this schedule will be provided to each trade contractor team member at the Building Commissioning orientation session. Each trade contractor is to provide to the CM the specific schedule elements for its trade relative to
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each system; the CM is to incorporate this information and finalize the schedule with the Building Commissioning Team early in the process.

4. Balancing Contractor

In addition to the Balancing Contractor performing their work in accordance with the plans and specifications, the Construction Manager is to include in this Contractor's work site visits during the installation of the mechanical systems with a written report provided with each visit. The purpose of these site visits is to provide feedback from the Balancing Contractor on the installation and, in particular, any areas or installations which the Balancing Contractor notes could result in potential problems in balancing the systems.

5. Owner Representative (Or)

The College designates the appropriate HCC personnel to participate in the commissioning process on a continual basis as the Owner's Representative(s). As noted previously, the College anticipates that the Owner's Representative will include a person from AEC and OM. The duties of this person(s) include the following:

- 1.) Participate in the commissioning meetings and schedule the appropriate College personnel for the individual commissioning test; and,
- 2.) Receive the completed test forms from the Commissioning Agent and retain them as part of the project records and make them available for review upon request.

6. Specialty Contractors (Sc) [Plumbing, HVAC, Electrical, ATC/BAS]

6.1. The representative from the applicable Trade Contractors or Specialty Contractors should be identified by the trade contractor at the scope review meeting and, if possible, be in attendance; the CM should have the ability in its contract with the trade contractor to request any personnel changes should a person not demonstrate the necessary field expertise to be the Building Commissioning representative.

The following list of items must be performed, as part of the original contract by the Specialty Contractors in preparation for commissioning:

- 1.) Pre-requisites to the Building Commissioning Process: The Specialty Contractor providing the equipment is to:
 - 2.) Thoroughly checkout and confirm the individual pieces of equipment have been supplied as specified by contract and purchased documents. (i.e., Motor and pump sizes, electrical requirements, electrical disconnects, tank capacities, proper valves, gauges, equipment identification &etc.);
 - 3.) Check the QC of the equipment as supplied and installed against specifications, submittals and manufacturer's installation and maintenance information;
 - 4.) Check the installation of the equipment against contract documents, including the manufacturer's installation instructions, for actual location, orientation, serviceability, proper piping arrangements, ATC and electrical connections;
 - 5.) Coordinate and cooperate with the other trades for completeness of the equipment and systems installation for final checkout and commissioning by the team; and'
 - 6.) Coordinate with the various manufacturers' representatives for the startup and checkout of the individual pieces of equipment and systems and provide any and all startup reports as part of the commissioning documents.
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Note: The following are commissioning items and are to be included as a separate line item in the trade contractor's bid price to the Construction Manager:

6.2. Building Commissioning Process Activities:

- 1.) The contractor providing the equipment is to certify the equipment has been inspected, operates correctly and is ready for final commissioning by signing and submitting the required commissioning forms to the Commissioning Agent;

Note: If during the commissioning of a particular piece of equipment or system a cancellation occurs more than twice, on the same piece or system, and the cancellation is found to be due to an incomplete checkout and improper notification or readiness for commissioning, the Specialty Contractor responsible for the cancellation will be held accountable for any and all cost to reassemble the Commissioning Team.

- 2.) All Specialty Contractors are to provide the required qualified manufacturer personnel, trade mechanic, and test equipment to perform the actual commissioning and performance testing.

END OF DOCUMENT
