



## **CHESAPEAKE COLLEGE**

**1000 College Circle  
Wye Mills, MD 21679**

### **REQUEST FOR PROPOSALS Construction Management at Risk Services with Guaranteed Maximum Price for a new Queen Anne's Technical Building**

All Proposal responses must be received on or before 2:00 PM EST October 13, 2025.

**IMPORTANT:** Your response may be considered Not Responsible or Non-Responsive if any portion of this inquiry is not complete. No proposal will be accepted after the date and time stated above.

Karen Smith  
Vice President for Administrative Services

**NOTICE:** Prospective Offerors who have received this document from a source other than the VP for Administrative Services should immediately go to the Chesapeake College procurement website to ensure that they have received the complete documents and any addenda or other communications issued in relation to this RFP. A firm's failure to monitor the website may result in non-receipt of important information prior to the closing date and may result in rejection of a proposal. A prospective Offeror who fails to monitor the Chesapeake College website assumes complete responsibility in the event that they do not receive communications from the director of purchasing and auxiliary services prior to the closing date.

<https://www.chesapeake.edu/community-resources/procurement/>

September 5, 2025

To All Interested Firms:

The Board of Trustees of Chesapeake College invites proposals from qualified professional construction firms to provide Construction Management at Risk services for the construction of the new Queen Anne's Technical Building with a Guaranteed Maximum Price. Proposals will be accepted via email at [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu) or may be uploaded at the Chesapeake College procurement page. <https://www.chesapeake.edu/community-resources/procurement/> at which the names of the firms submitting proposals will be recorded. Late submittals will not be considered. It is the responsibility of each firm to ensure their submittal is delivered to the proper place prior to the scheduled date and time.

Copies of the Request for Proposal (RFP) may be obtained from the Chesapeake College procurement website at: <https://www.chesapeake.edu/community-resources/procurement/>. Firms are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

The Board of Trustees of Chesapeake College reserves the right to reject any and all proposals and to waive any formalities, informalities or technicalities as it deems necessary, appropriate and in the College's best interest. Final award of the contract is subject to the availability of funding for this project.

Sincerely,

Karen Smith  
Vice President for Administrative Services

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Please note that the Part I and Part II Facility Program and Educational Specifications are not attached, but are packaged in a separate document and may be uploaded at <https://www.chesapeake.edu/community-resources/procurement/>. The requirements contained in this document are incorporated into this RFP by this reference.

**TENTATIVE TIME FRAME FOR PROCESS OF CONTRACTOR SELECTION,  
CONTRACT AWARD AND INITIATION**

The schedule for the proposal process is shown in the table below. Dates currently established for selection of contractor, contract award and contract initiation dates are included.

NOTE: OFFERING FIRMS ARE HEREBY ADVISED THAT THESE DATES ARE SUBJECT TO CHANGE AS COLLEGE OFFICIALS DEEM APPROPRIATE AND NECESSARY FOR PROPER FULFILLMENT OF THE INTENTIONS OF THE PROPOSAL PROCESS.

September 5, 2025	Notice to Bidders published on eMaryland Marketplace Advantage and the College's website.
September 17, 2025	11:00am Pre-Proposal Meeting Kent Humanities Building, Cadby Theatre (Room H-103 - Cadby Theatre)
September 26, 2025	1:00 PM deadline to submit questions to <a href="mailto:ksmith@chesapeake.edu">ksmith@chesapeake.edu</a>
October 2, 2025	Addendums/pre-bid minutes/vendor Q&A posted to college procurement page <a href="https://www.chesapeake.edu/community-resources/procurement/">https://www.chesapeake.edu/community-resources/procurement/</a>
October 13, 2025	Deadline to submit proposals, prior to 2:00pm EST Submit By uploading via link at <a href="https://www.chesapeake.edu/community-resources/procurement/">https://www.chesapeake.edu/community-resources/procurement/</a>
October 20, 2025	Short-listed firms will be invited for oral presentations.
October 29, 2025	Oral presentations, dates and times to be determined.
November 20, 2025	Anticipated approval by the College's Board of Trustees.
December 2025/January 2026	Approval by Maryland's Board of Public Works

## **REQUEST FOR PROPOSALS**

### **Construction Management at Risk Services with Guaranteed Maximum Price (GMP) for a new Queen Anne's Technical Building**

Chesapeake College (Owner) is requesting proposals for the services of a Construction Manager at Risk to construct a new Queen Anne's Technical Building on its campus in Wye Mills, MD. The budget for the building and the site development is approximately \$44,980,420.

The approximately 42,730 GSF/25,897 NASF Queen Anne's Technical Building is based on programmatic documentation (Part I/Part II) provided to the Maryland Higher Education Commission (MHEC) on July 23, 2025. Copies of the Part I and Part II are available upon request by downloading at <https://www.chesapeake.edu/community-resources/procurement/>.

The location of the new building will be south of the Eastern Shore Higher Education Center (ESHEC) which is presently an open field at the Wye Mills campus.

## SECTION 100

### GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

#### A. SUMMARY:

1. The objective of this Request For Proposal (RFP) is for Chesapeake College (herein referred to as "College") to select a Construction Management (CM) At Risk firm to provide professional management and construction services during the design and the construction of the Queen Anne's Technical Building at Chesapeake College ("Project") as more fully set forth below. 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. Generally, it will be the responsibility of the CM At Risk 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 CM At Risk will be responsible for constructing the project under the Guaranteed Maximum Price (GMP) inclusive of all construction services.
3. Upon selection of the CM At Risk 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 CM At Risk.

Subsequently, and in accordance with the terms and conditions of this RFP, the CM at Risk contract for construction services will be executed upon acceptance by the College and approval by Board of Public Works (BPW) as applicable (as described elsewhere in this document).

The Contract will govern all preconstruction and construction phases of this Project.

4. All work performed under this contract shall be in accordance with the "General Conditions of the Contract for Construction", standard AIA contract, as modified or supplemented by any amendments, supplementary conditions, the Contract Documents as listed herein, any addenda, and other components of the Contract.

#### B. ISSUING OFFICE:

1. The sole point of contact for Chesapeake College for purposes of this RFP is: Karen Smith, Vice President for Administrative Services via email at [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu).

Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries or requests for clarifications of the documents, specifications, or the process as a whole in writing to [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu). **All questions must be received no later than 2:00pm on September 26, 2025.** Firms are advised that the College reserves the right to use its best judgement in choosing to respond or not respond to any questions received after the above cut-off date for questions.

2. Proposal documents may be obtained from the College's website. <https://www.chesapeake.edu/community-resources/procurement/>
3. Any contact with the College regarding all matters concerning this RFP must be made to Karen Smith, Vice President for Administrative Services, via email at [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu). Under no circumstances are contractors, including third party firms or their staff, to contact other College staff, faculty or any related constituency for purposes associated with the RFP, including but not limited to, obtaining or providing information. **Contractors failing to comply with this requirement will be disqualified.**

**C. PRE-PROPOSAL CONFERENCE:**

1. **A Pre-Proposal Meeting will be held at 11:00 am on September 17, 2025. It will be held on the Wye Mills campus, Kent Humanities Building Room H-103 Cadby Theatre.**  
<https://www.chesapeake.edu/campus/map-directions/>
2. **A tour of the Project site will take place immediately following the pre proposal meeting.** Detailed notes will be taken and distributed publicly via an Addendum to the RFP.

**D. DUE DATE AND TIME:**

2. Offerors must submit (upload) one (1) electronic PDF original and one (1) electronic PDF redacted version of the original of the **Technical Proposal** at <https://www.chesapeake.edu/community-resources/procurement/> **on or before 2:00pm on October 13, 2025** in order to be considered. All Proposals files must be clearly identified and marked as pertaining to this solicitation. Proposers are requested to clearly mark the "original" set of the Technical Proposal. Copies of the proposal response will not be returned to the Offeror. Failure to provide the correct number of proposal files may result in rejection of the offer. Proposals must include all required information. All proposal files submitted in response to this RFP must be signed and labeled.

All Costs incurred by responding firms associated with the preparation, submission, presentation or proposals and attendance at meetings, including but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the respondent and will not under any circumstances be reimbursed by the College.

2. Oral presentations will only be requested from the firms whose technical proposal achieves the highest scores per the RFP.
3. Price Proposals will only be requested from those firms whose oral presentations achieve the highest scores per the RFP. The due date for Price Proposals will be set upon completion of the oral presentations. Do not include price proposals in the technical proposal submissions.

3. LATE PROPOSALS WILL NOT BE ACCEPTED.

**E. COMPETITIVE NEGOTIATION:**

1. The College reserves the right to make an award with or without negotiations.
2. Minor irregularities in proposals which are immaterial or inconsequential in nature may be waived wherever it is determined to be in the best interest of the College.
3. The College reserves the right to request a best and final price proposal.

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

1. Withdrawal of, or modifications to, proposals are effective only if written email notice is sent to [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu) 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. DOCUMENTS:**

The Program Statement Part I and Part II are also part of this RFP and are available to all interested parties. Please register on the college procurement page to download.

<https://www.chesapeake.edu/community-resources/procurement/>.

In addition, by submitting a proposal, the Proposer 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 Proposer 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 Proposer of the information made available by the College.

**H. PROPOSAL SECURITY:**

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

1. **Bid Bond of 10%:** If the Proposer'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 Proposer 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 ten percent (10%) of the total amount of the price proposal (sum of the fees and reimbursables) and shall be in the form specified. Bid Bonds shall 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 (120) calendar days.
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 of Maryland; 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 Proposer 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 Proposer to whom the award subsequently is made shall be paid to the College as liquidated damages.
4. **Performance and Payment Bonds:** The Proposer 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. These bonds must be provided at the time of the signing of the contract and prior to the start of any work. It should be noted that as part of the Technical Proposal, a Proposer must indicate its capacity of obtaining the necessary bonds.

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.

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. Should the Contractor fail to execute the Contract Amendments 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.

**I. 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 Proposer and the College.
2. The Construction Phase CM At Risk fee price proposal shall remain irrevocable until acceptance of each GMP and approval of the amendment to the contract to reflect the construction work.

**J. LICENSES AND QUALIFICATIONS:**

1. Proposers must be licensed as required by the Construction Firm Law of Maryland (Article 56, Section 180, and Annotated Code of Maryland) and shall submit proof of current licensing with their proposal.
2. 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 as defined in this RFP. The College may also consider any information otherwise available concerning the financial, technical, and other qualifications and abilities of the Proposer. Quality of performance may also be determined through contracts or services provided to the College or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The College reserves the right to reject any proposal deemed not responsible or non-responsive.

**K. AWARD:**

1. The contract will be awarded to the firm complying with all of the provisions and stated criteria of this RFP, subject to the availability of funding and provided that it is in the best interest of the College to award the contract. The Offeror's response, the specifications, terms and exhibits of this RFP, and any other applicable documentation relating to this proposal will be incorporated into the contract.
2. Award may be made in whole or in part, whichever is in the best interest of the College. The Board of Trustees reserves the right to waive any informalities in the selection and award process relating to this proposal.
3. In the College's sole discretion, the College may defer award of the contract for a period of up to one hundred and twenty (120) calendar days after opening of proposals. If no award or other disposition is made, the expiration of the one hundred and twenty (120) calendar days will constitute rejection of all offers without further action by the College.

**L. CONTRACT:**

1. The successful Offeror shall enter into a standard AIA contract as modified or supplemented by the College's required modifications and supplemental conditions and the terms of this RFP, as well as the response. If there is any conflict between the terms and conditions of the AIA contract and this RFP document, the terms and conditions of this RFP shall take precedence. The Offeror should obtain copies of the document cited above. The Contractor executing the contract with the College shall be liable and responsible for all aspects of construction.
2. All applicable Federal laws, State laws, County, local, and municipal ordinances, by-laws, and the orders,

rules and regulations of all authorities having jurisdiction over this Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

The College may make any alterations, deviations, additions or omissions from the RFP documents which it deems to be in the best interest of the College without affecting the obligations of the Contractor or making void the contract. Any alterations, deviations, additions or omissions shall be processed as a change order.

**M. CANCELLATION OF THE RFP:**

The College may cancel this RFP, in whole or in part, at any time before the opening of the proposals or if funding for this project is not received by the State of Maryland, Queen Anne's, Kent, Talbot, Caroline, and Dorchester Counties, MD.

**N. PROCUREMENT REGULATIONS:**

This Request for Proposals and any resulting contract shall be governed by Sections 16-311 through 16-314 of the Education Article of the Annotated Code of Maryland.

**O. PUBLIC INFORMATION:**

The College operates under the Maryland Public Information Act, which permits access to most records and documents. Proposals will generally be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary information to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential is not necessarily conclusive, and the Contractor may be required to provide justification why such material should not be disclosed. The ultimate determination about the confidential nature of information shall be made by the College.

**P. MINORITY BUSINESS ENTERPRISE NOTICE:**

1. Minority business enterprises are strongly encouraged to respond to this RFP. MBE participation can be achieved via MBE Prime, MEB joint venture party, MBE consultants, and MBE suppliers or trade contractors.
2. The form entitled MBE will be required with the submission of the Technical Proposal. By submitting a response to the RFP, the Proposer agrees that consideration will be given to the percentage of the total contract (CM services and construction contracts) award to be performed by minority business enterprises.
3. The successful CM at Risk firm is encouraged to show MBE participation of 29% of the total contract award, inclusive of CM at Risk fees.

**Q. FINANCIAL DISCLOSURE BY PERSONS DOING BUSINESS WITH THE STATE:**

Proposers 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 addresses of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

**R. 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.

**S. BID/PROPOSAL AFFIDAVIT:**

The Bid/Proposal Affidavit included in this package must be executed by each responding proposer and submitted with the proposer's technical proposal.

**T. MULTIPLE/ALTERNATIVE PROPOSALS:**

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

**U. JOINT VENTURE PROPOSERS :**

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the technical proposal submission under the category of Profile of Proposer, the Proposer must identify the responsibilities of each joint venture party with respect to the scope of services/work 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.

**V. MARYLAND PUBLIC ETHICS LAW, TITLE 15**

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 Code, State Government Article, SS 15-502.

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. The purchasing office may refer any issue raised by a bid or proposal to the State Ethics Commission. The purchasing office 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.

**W. 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.

**X. INSURANCE/INDEMNIFICATION/SAFETY REQUIREMENTS**

The Contractor shall maintain in force at all times during the term of the contract, such insurance that will indemnify and hold harmless the College from Worker's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under the contract, or by anyone directly or indirectly employed by the Contractor. The Contractor's insurance will be with an insurance carrier licensed to do business in the State of Maryland acceptable to the College, with the following minimum insurance coverage:

As specified in the Supplemental Terms and Conditions for Construction Projects

At the time this contract is made, the Contractor shall provide the College with evidence of payment in full of the above insurance coverage and throughout the entire term of the contract. Any request for extension of time for this contract shall also include evidence of payment in full of the above insurance coverage through the entire term of the extension of the term of this contract.

The Contractor shall furnish the College with a certificate of insurance as evidence of the required coverage. Such insurance shall specifically identify the materials and equipment, and shall name the College as an additional insured.

In the event that the Contractor's insurance is terminated, the Contractor shall immediately obtain other coverage; any lack of insurance shall be grounds for immediate termination of the contract.

**Y. SMOKE AND TOBACCO-FREE**

The use of tobacco, tobacco product(s), tobacco substitute(s), and any form of smoking (including cannabis) is prohibited on the campus of Chesapeake College and all college sites. This includes all College-owned or leased buildings, grounds, exterior open spaces, parking lots, on-campus sidewalks, streets, driveways, stadiums, recreational spaces, and practice facilities; and in all college-owned or leased vehicles (collectively, "college premises").

**Z. EMPLOYMENT OF SEX OFFENDERS**

Chesapeake College provides a number of programs throughout the main campus that may involve minor children. The State of Maryland requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the awarded bidder, the awarded bidder is prohibited from assigning that employee to perform any type of service on the main campus. Violation of this provision may result in Termination for Cause of the contract.

**END OF SECTION 100**

## SECTION 200

### PROPOSAL SUBMITTAL FORMAT AND EVALUATION PROCESS

#### A. **TECHNICAL PROPOSAL SUBMITTAL FORMAT:**

The Technical Proposal must be submitted in accordance to Section 100. Required organization of proposals is listed in Section 300. Failure to include all documents may render the proposal non-responsive and the offer may be rejected.

All blank forms for items required in the Technical Proposal are in Section 700 of the RFP. Blank forms are also available separately in a Word document for easy completion. The Price Proposal forms are provided in Section 800, however, a price proposal will only be accepted from firms as requested to submit a price proposal after the oral presentation phase of the RFP evaluation. Do not include the Price Proposal form in the Technical Proposal.

The following information must be furnished, in the order listed, in the Technical Proposal portion of the RFP. Failure to include any of the items listed below may disqualify your firm's response.

1. **Title Page:** The title page must be on company letterhead and should include the name and address of the firm submitting the proposal, a contact person at the firm for the proposal, including complete telephone and email contact information, and the date of submission. The page should also state the RFP title.
2. **Understanding of the Project:** Provide a brief explanation of the team's understanding of the project that indicates general key considerations for construction, including overall challenges, scheduling factors, and other potentially complex aspects particular to this project.
3. **Key Supervisory Personnel:** Key supervisory personnel as defined by the College are the Project Executive, the Project Manager, the Superintendent and the Chief Estimator. 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 ensure that all requested information is provided. Proposers are **required** to utilize this form; however, Proposers may elect to reproduce this form.

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

CM At Risk Project Manager: Person from CM at Risk firm who will be involved on a continual basis from commencement of the contract (pre-construction services) until construction completion. This person will be responsible for the overall management of the CM At Risk team and the completion of the project. Only one Project Manager is to be assigned for both phases of the project, preconstruction and construction, and must be allocated full-time during construction phase.

CM At Risk Field Superintendent: Person from the CM At Risk firm 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 CM At Risk firm who will be directly responsible for preparing, testing in the marketplace, explaining, and defending the estimates. 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.

Organizational Chart: Proposers shall provide an organizational chart for this project including the names of the key supervisory personnel listed above to be assigned to this project, if awarded. It should be noted that by submitting these individuals for consideration under this Key Personnel Section, the Proposer is committing these people to the College for the project's duration if awarded the project. No personnel changes will be permitted without written authorization from the College through a contract amendment issued by the Director of Purchasing and Auxiliary Services.

3.1. **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.

3.1.1. **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.

3.1.2. **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% of time commitment is noted, this is understood to mean 20 hours per week for the duration of the phase or phases noted.)

3.1.3. **List other projects** assigned to each person that will overlap the time frame of Chesapeake College's project.

3.1.4. **List Educational background** of key personnel including any relevant certifications;

3.1.5. **Work experience with the proposing firm** inclusive of duration (by dates) of employment and position(s) held;

3.1.6. **Work experience with prior employers**, durations (by dates) of employment and position(s) held;

3.1.7 **Similar Project/Contract Experience to the Queen Anne's Technical Building.**

Provide 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's project. Note each person's experience with sustainable design and related credentials.

**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.

3.1.8. **Organizational Chart:** On the last page of the Key Personnel section please show the corporate organizational chart for this project and highlight where each person is positioned.

Notes: 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, projects with applied technology labs, working with the State of Maryland (DGS, MHEC), Queen Anne's, Kent, Caroline, Talbot, Dorchester County governments, and CM At Risk projects.

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.

- 3.1.9. **Key Supervisory Personnel References:** Provide three (3) 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.

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 Proposer. 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.

- 3.2. **Other Key Personnel on CM At Risk team:** Identify other key CM At Risk personnel by completing the "Other Key CM At Risk Personnel Form," to include Project Engineer(s).

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

Notes:

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.

Complete a **Working Relationships of CM at Risk Key Personnel Form** to convey the previous working relationships between and amount the proposed CM at Risk team members.

Complete a **Basis of Selection Form** to include reasons that the specific individuals were chosen as the Project Executive, Project Manager, Field Superintendent, Chief Estimator and other key personnel on the proposed CM at Risk team.

Complete an **Anticipated Total Hours Form** for on-site staff during the construction phase.

#### 4. Relevant Firm Experience

- 4.1. **CM At Risk Firm Experience:** Each Proposer is to submit information on a total of four (4) similar or relevant projects. For each project, the Proposer is to complete the **CM At Risk Experience Form** provided in this RFP. Of these four projects, the following criteria must be met in order for a project to be considered as experience:

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

The Proposing Firm must be the Prime Project Contractor  
Higher education experience

Maryland State funding project experience

Of similar size, scope and costs (new construction, applied technology or academic buildings)

CM At Risk method (see definition below)

Note: All Proposers are required to use the **CM At Risk Experience Form** format; however, Proposers may elect to reproduce the form. If the Proposer is a joint venture firm, the following applies: Of the five (5) projects submitted, a **minimum** of three (3) projects **MUST** be from the majority joint venture party.

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 (GMP).

**Higher education** is defined as an educational institution (college or university) that awards two-year or higher degrees. All proposers are to base their responses on their five (5) most recent projects that reflect the size, type, schedule and CM At Risk services required under this RFP.

**Project Photographs:** With each of these five (5) projects, project photographs are encouraged with the description on the same or opposing page.

5. **Firm Project References from submitted projects:**

Provide a reference contact for each of the four (4) projects, including contact name, address, telephone number and email for each reference. Please be sure that accurate, current information is provide and that the contact person is capable of speaking to the firm's capability in performing the services required. Only one (1) reference may be from Chesapeake College.

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 Proposer.

6. **Profile of Proposer:**

Provide the information requested below on your firm. If the Proposer is a local office of a parent company, the information requested is to be provided on the **local office only who will be managing this contract** not on the parent organization, unless the parent organization is the Proposer.

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

Proposers must be currently licenses as required by the Construction License requirements contained in Title 17, Subtitle 6 of the Business Regulation Article of the Annotated Code of Maryland. Proper documentation must be attached to the proposal.

**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 summary information on your firm's specific background in doing CM at Risk projects, including any percentage of work done by the proposing firm performing phased construction in a higher education setting utilizing the CM at Risk method and applicable project experience other than the projects submitted. It should be noted that the College does not want a list of every higher education project constructed by the firm. Only those projects that provide significant additional information about the firm's experience should be included. Firms are cautioned that the inclusion of irrelevant projects will not be favorably considered.

6.1 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 (JV) experience for all parties and (ii) specifically history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture on this project and (iii) a listing of all joint venture parties and each party's percentage of the joint venture firm. In addition, the joint venture Proposer is to identify the responsible joint venture party for each of the CM At Risk services to be provided during the pre-construction and construction phases of the Project.

6.2. 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 value. This information shall be about the responsible local office only, not the parent organization, if applicable.

6.3 Complete the **Current Workload Form** 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 local office only, not the parent organization, unless the parent organization is the Proposer.

Proposers must also include a statement indicating the capability of the firm to obtain the necessary bonds required in the RFP.

Note: If the selected proposer 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.

## 7. Joint Ventures

If the Proposer is a joint venture firm, the Proposer must provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as specified. Additionally, all other information requested shall be provided on all parties. As part of the technical proposal submission, the Proposer must identify the responsibilities of each joint venture party with respect to the scope of the services/work inclusive of the requirements for each entity based on such services as described in this RFP document. The information provided under this category of Profile of Proposer will be evaluated for each joint venture party based on its percentage of the joint venture firm. It should be noted that if the selected CM at Risk is a joint venture firm, then all joint venture parties will be held responsible for the contract obligations separately and severally.

Joint ventures must also provide the following information: (i) history of joint venture experience for all parties; (ii) specific history of this joint venture relationship inclusive of the reasoning for the establishment of the joint venture on this project; (iii) a listing of all joint venture parties and each party's percentage of the joint venture firm. In addition, the joint venture Proposer is to identify the responsible joint venture party for each of the CM at Risk services to be provide during the pre-construction and construction phases of the

Project. A copy of the signed joint venture agreement must be provided to the College for its review and approve 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.

Additionally, it should be noted that if the Proposer is a joint venture firm, of the four (4) projects submitted as relevant experience a minimum of two (2) projects must be from the majority joint venture party.

**8. Scheduling and Cost Control**

Describe the Management Plan and Quality Control procedures to be used to meet the requirements of this project. Include a description of the firm's methods of planning, organizing, scheduling, controlling and coordinating the total project effort. Include the firm's procedures to be used during preconstruction to guarantee technically accurate plans, specifications, and cost estimates. Highlight the methods that are used during construction to assure subcontractors adhere to the schedule. Highlight the methods used to ensure that the projected will remain within budget. Provide the estimate used on one of the example projects and describe how the estimate was developed and summarize how the final construction cost related to the estimate. Finally, include a draft schedule for all phases of the project including critical milestones. The College has allowed for a 22-month construction schedule. What aspects of the project will be phased? Is this time frame feasible? In the creation of the schedule, assume that all approvals by governmental entities will be completed as quickly as possible.

**9. Safety Plan:**

Generally, provide an overview of the firm's safety plan and the process for implementing safety plans on-site. What training is provided to on-site staff? How is safety overseen and enforced for subcontractors? Is a subcontracting firm's safety record reviewed as part of the bid process? Are there any requirements for certified safety personnel to be on-site? Who will be the primary safety officer for the project? Has your firm received any OSHA violations in the past three years? If so, please explain the circumstances and the corrective action that was taken.

**10. Project Challenge:**

Select one unique aspect of the project which your CM at Risk team finds to be the most challenging. Describe this aspect and explain why the team finds it to be the most challenging. Present information as to how the team would address the issue and what the team's recommendations may be.

**11. Economic Benefit:**

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

**12. Minority Business Enterprise (MBE) Participation:**

The College strongly encourages minority business enterprises (MBE) to provide goods and services for the performance of College functions. MBE participation can be achieved by a Proposer via a MBE prime, MBE joint venture party, MBE consultants, and/or MBE suppliers and/or trade contractors. The College does not have an MBE certification program, but accepts MBE certification from all government certification programs.

The successful CM At Risk firm is encouraged to show MBE participation of the total contract award inclusive of CM At Risk fees. The Offeror is encouraged to demonstrate an effort to achieve a **minimum of**

**29%** of the subcontractors or vendors anticipated to be retained by the Offeror for the College's project are minority firms. Proposers can achieve higher consideration if they exceed 29% minimum. Offerors are to note in the submission under this category as to what MBE participation level they will commit and how this commitment will be achieved given that all trade packages are completely bid. By submitting a MBE participation level under this category, the Offeror is committing to the College to achieve MBE participation if the firm is awarded the contract.

**13. Project Construction Costs and Schedule**

In order to be considered responsive, the Proposer must either agree with or take exception to (i) to the Project Construction Costs as indicated in the RFP documents; and (ii) to the time frames for preconstruction/design, inclusive of the CM at Risk GMP preparation/submittal, and for the construction phase.

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 appropriate documentation in the technical proposal envelope; if a Proposer does not take exception in its technical proposal, it is understood that the Proposer accepts the Project Construction Costs and Project Time Frames. If a higher Project Construction Cost or adjusted Project Time Frame is proposed, the College, in consultation with the architect, will make the final determination of the Project Construction Costs and Project Time Frames for purposes of the RFP process. In the event of the Project Construction Costs of Project Time Frames are adjusted, all firms proceeding to the next phase of the evaluation process will be notified prior to the due date of any required presentations or submittals. In the event the Project Construction Costs and Project Time Frames are not adjusted, any firms proceeding to the next phase of the evaluation processes that have taken exception to the Project Construction Costs of adjusted Project Time Frames, will be asked to indicate whether they wish to withdraw prior to proceeding to the next phase.

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

**14. Affidavit of Accuracy Form**

The Affidavit of Accuracy Form is to be completed by the Offeror and the original included in the original Technical Proposal.

**15. Contractor Information Form**

The signed original must be included with the original Technical Proposal.

**16. Acknowledgement of Addenda Form**

Offerors must acknowledge receipt of all addenda issued for this RFP. Failure to do so may result in an Offeror's proposal being rejected. Use the form provided.

**17. Conflict of Interest Statement, Ethics Statement, Bid/Proposal Affidavit, MBE Participation Form**

The Conflict of Interest Statement, Ethics Statement, Bid/Proposal Affidavit, and MBE Participation Forms are to be completed by the Offeror and the originals included in the original Technical Proposal.

**18. Financial Statements**

Offerors shall submit graphic, narrative, and documentary material to clearly demonstrate qualifications, financial responsibility, and performance capability of the Contractor's Team. This shall include evidence from bonding company indicating total bonding capacity and current available bonding capacity. Do not include any information which would reveal the Offeror's actual Bid Price of the project. Additionally,

compiled Financial Statements shall be provided for 2022, 2023, and 2024. Generally, audited financial statements are acceptable. Additionally, draft statements are acceptable if the statements have not yet been finalized. The financial statement may be submitted in a separate combined PDF clearly labeled "FINANCIAL STATEMENT – CONFIDENTIAL" and include the Offeror's name, if the Offeror prefers to submit in this manner. All statements provided in this section must be current. Only one copy is required.

**B. EVALUATION PROCESS:**

**1. Evaluation Overview:**

Proposals must meet the requirements as stated in this RFP. Proposals that fail to meet one or more of the criteria may be ineligible for award. The College may make any investigations deemed necessary to determine the ability of the firm to provide the work as specified herein.

The solicitation evaluation involves a cumulative scoring process through a number of different phases by an evaluation committee. The first phase involves the review of the technical proposal, the next phase is the evaluation of oral presentations, and finally the last phase is the review of the price proposal.

In addition to criteria specified through this RFP, firms shall be evaluated on the following:

- a. Responsiveness to the scope of work;
- b. Past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction;
- c. Specialized experience and technical competence in performing similar services in the past five (5) years, including qualifications of staff members who will be involved;
- d. Oral presentations, if invited
- e. Composition of the principles and staff assigned to the performance of these services, particularly the proposed manager and immediate staff, and their qualifications and experience with relevant services such as that being proposed;
- f. Adequacy of personnel of the firm to accomplish the proposed scope of work in the required time;
- g. Firm's capacity to perform the work giving consideration to current workloads;
- h. Firm's familiarity with problems applicable to this type of service;
- i. References from previous clients, including size and scope of services, name and telephone of contact person; and
- j. Price Proposal.

Each phase of the process shall be weighted as follows:

Technical Proposal – 30%

Oral Presentation – 40%

Price Proposal – 30%

The College reserves the right to negotiate or modify any element of the RFP evaluation process to secure the best possible arrangement for achieving the stated purpose. The College reserves the right to select the CM at Risk who brings the best value to the project team and is in the best interest of the College.

**2. Phase 1: Technical Proposals**

An evaluation committee will qualify and short-list all firms based on their technical proposal. Proposals cannot be modified, supplemented, cured, or changed in any way after the due date and time for technical proposals. Further information may be requested by the College during the technical evaluation process as necessary.

**3. Phase 2: Oral Presentations**

Upon completion of the technical proposal evaluation, the College will contact only short-listed proposers to schedule an oral presentation at the College. The anticipated date for oral presentations is October 29, 2025. Proposers are advised to keep calendar open for this date. If a Proposer is unable to meet the College's rescheduling requirements, the College may proceed with the oral presentation phase without including the proposer. The College will only schedule presentations with the short listed-firms.

It should be noted that, at a minimum, the Project Executive, Project Manager, Field Superintendent, and Project Estimator are required to attend. Proposers are advised to set aside October 29, 2025 on all of these individual's calendars, as only extraordinary circumstances will be accepted for the absence of a key team member.

The oral presentation is an opportunity for the CM team to convey their background and expertise as it applies to this project; and to address their understanding of the preconstruction and construction services required for this project. The oral presentation also allows the College to meet the Proposer's key personnel; discuss the categories of key personnel, previous projects, project challengers, and proposer profile; and clarify the CM at Risk scope of services for this Project.

4. **Phase 3: Price Proposal**

Upon completion of the Oral Presentations, only selected Proposers will be requested to submit a Price Proposal. One (1) original of the Price Proposal is to be submitted in a sealed envelope to the office of the Vice President for Administrative Services on the date specified by the College at the time of the request. The envelope shall have the Proposer's name and the project name prominently displayed, together with the words "PRICE PROPOSAL". **Proposers are not to submit Price Proposals as part of the Technical Proposal.**

The Price Proposal should consist of the signed Price Proposal Form and attachments as provided Section 800 of this RFP and a Bid Bond for 10% of the Price Proposal.

The Price Proposal shall be filled out completely in ink or typed on the Price Proposal Form. Any erasures and alterations to the Proposer'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 CM At Risk preconstruction and construction phase services as well as the not-to-exceed (NTE) CM Reimbursable Costs per the RFP.

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

**CM At Risk Fixed Fees:**

- a. CM At Risk Preconstruction Phase Fee for all costs associated with providing the CM At Risk services in the preconstruction phase for the Project and inclusive of preconstruction allowances for the Project ; and,
- b. CM At Risk Construction Phase Fee.

**CM At Risk Reimbursable Costs To Be Quoted On A Not-To-Exceed Basis:**

General Conditions Allowance Items include CM at Risk staff reimbursable costs and non-personnel items.

- a. Proposers are to submit the **Staff Reimbursables Cost Breakdown Form** with its Price Proposal. CM at Risk staff reimbursable costs are only for on-site personnel during construction for the Project including costs for all applicable positions inclusive of positions (i.e., laborers, etc.) for which the prevailing wage rates will apply; adjustments at the time of issuance of prevailing wage rates, if any, will be made accordingly with the awarded CM at Risk firm.
- b. The Proposer is required to provide as part of the Price Proposal form a breakdown of costs for non-personnel items; Proposers are to complete the **Non-Personnel General Conditions Breakdown Form** and submit with the Price Proposal. General Conditions Non-Personnel items for the Project inclusive of CM at Risk's General Liability Insurance, Builder's Risk Insurance (if applicable) and 100% Performance and Payment Bonds to include the testing and inspection allowance. Firm prices for bonds and insurance are to be quoted. The balance of the non-personnel items should be a maximum of 4.5% of the Project Construction Costs.

It should be noted that prevailing wage rates apply to this project and that the Staff Reimbursable Breakdown and Non-Personnel General Conditions Breakdown are for information and price analysis purposes only.

CM At Risk GMP Contingency:

Amount of this contingency to be quoted by the CM At Risk but must be a minimum of 5% (2.5% for CM and 2.5% for College) of the Project Construction Costs.

CM hourly billing rates for the project:

Base hourly rates for the applicable on-site positions during construction excluding those positions in which prevailing wage rates apply. These hourly bill rates will be the basis by which the awarded CM At Risk is reimbursed for these positions. It should be noted that the hours priced must, at a minimum, match the hours included in the Technical Evaluation.

Price Proposals will be evaluated based on the total price inclusive of all Fixed Fees and Reimbursable Costs as noted above and indicated on the Price Proposal form for the Project. Price proposals will not be opened publicly. The College reserves the right to request a Best and Final Offer.

**END OF SECTION 200**

## **SECTION 300**

### **TECHNICAL PROPOSAL FORMAT**

Title Page  
Understanding of the Project  
Key Supervisory Personnel  
CM at Risk Team  
CM at Risk Relevant Experience  
Profile of the Proposer  
Scheduling and Cost Control  
Safety Plan  
Project Challenge  
Economic Impact  
MBE Participation  
Project Construction Costs and Schedule statement  
Affidavit of Accuracy From  
Contractor Information Form  
Acknowledgement of Addenda  
Conflict of Interest Statement  
Ethics Statement  
MBE Participation Form  
Bid/Proposal Affidavit  
Contractor's License  
Financial Statements  
Any relevant subcontractor information  
Other

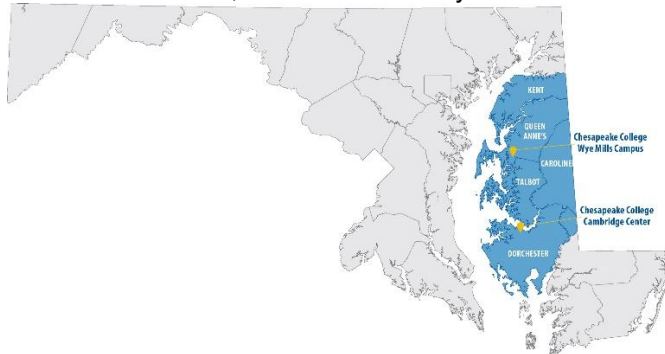
**END OF SECTION 300**

## SECTION 400, ARTICLE 1

### GENERAL PROVISIONS/ SCOPE OF WORK

#### A. Institutional Profile of Chesapeake College:

In 1965, the Maryland General Assembly adopted legislation providing for the creation of regional community colleges. On December 22, 1965, Chesapeake College was founded as Maryland's first regional community college with a mandate to provide transfer and career programs, continuing education courses, and educational services responsive to the citizens of Caroline, Kent, Queen Anne's, and Talbot counties. In 1979, Dorchester County became the college's fifth support county.



In 1966, the College purchased a 170-acre site near the corner of Rt. 50 and Rt. 213 in Wye Mills. This was a strategic location on a major crossroads allowing access to the main campus from the diversely populated areas of the supporting counties. Shortly after purchase, the college developed its first master plan and in 1968 began construction of the first five buildings: Humanities, Science, Library/Administration, College Center, and Physical Education/Gymnasium.

The Queen's Anne Technical Building (QAT) was constructed in 1976 to support business and computer science education. In 1976 the pool was built as a major addition to the Physical Education/Gymnasium building. The Manufacturing Training Center (MTC) and Maintenance Buildings were added in 1978. The Early Childhood Development Center was built in 1989 (presently used by the Public Safety Department) and the Center for Business and the Arts was completed in 1996. In 2002 the college constructed a new Learning Resource Center replacing the 7,000-square-foot library and student support center housed on the first floor of the Administration building.

The college submitted its 10-year Facilities Master Plan (FMP) to MHEC in March 1, 2016, and the need for the Queen Anne's Technical Building is clearly stated. The college is currently working on a new 10 Year FMP.

#### B. PROJECT OVERVIEW:

Construction Management at Risk Services are being procured to work with Chesapeake College and its selected A/E consultant to manage the construction of an approximately 42,730 GSF/25,897 NASF Queen Anne's Technical Building based on programmatic documentation (Part I/Part II) provided to the Maryland Higher Education Commission (MHEC) on July 23, 2025. The design of the project construction is to be prepared by an A/E under contract with the College. The College intends to employ a CM at Risk firm to aid the College in the management of design and construction processes as described in this RFP.

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. It will be the responsibility of the CM at Risk to integrate the design and construction phases, utilizing its skills 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



preconstruction/design phase. During the construction phase, the CM at Risk will be responsible for constructing the project under the Guaranteed Maximum Price (GMP) inclusive of all construction services therein.

Upon selection of the CM at Risk firm and approval of the College's Board of Trustees, the contract will be executed for preconstruction services which include the provision of the GMP for construction of the project by the CM at Risk. Subsequently, and in accordance with the terms and conditions of this RFP, amendments to the CM at Risk contract are anticipated to be issued for construction services upon approval by the College's Board of Trustees.

***Chesapeake College has established a target occupancy date of October 2028. Time is of the essence. The CM at Risk will use this milestone date when preparing the estimated lump sum General Requirements estimate.***

As provide in Section 3-602 of the State Finance and Procurement Article of the Annotated Code, as amended, the project shall also include energy efficient and sustainable components with a requirement to meet or exceed the current version of the US Green Building Council's LEED Green Building Rating System Silver rating. While the architectural team is managing the certification process, the selected CM at Risk will assist the College in achieving certification for this project.

The New Technical Building Project has been divided into Phase I and Phase II. This Program Statement includes Phase I only. The plan is to evaluate Phase II in the near future.

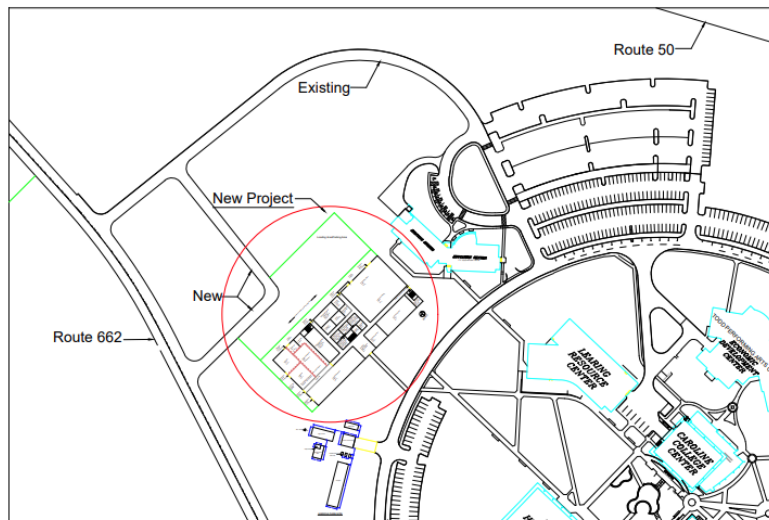
The project consists of building a new structure with open lab spaces to allow for flexibility in response to industry demand and be able to use the space as needed. The new Technical Building will be two stories high on the front of the building and one-and-a-half stories high bay laboratories on most of the first floor.

The college is proposing to build a  $\pm 42,730$  gross square foot /  $\pm 25,897$  net assignable square foot structure. This project will include a traffic path between Rt. 662 and the new building, it will also include a yard/storage/loading area. Following is a list of the Skilled Trades Programs to be included in this project:

- Agriculture
- Electrical
- Welding
- Advanced Manufacturing
- Construction Trade – Carpentry and Masonry
- HVAC
- Flex Lab
- Center for Innovation and Entrepreneurship (CIE)
- Student Support Space – will be included on both floors
- Office space will be included on both floors

The location of the new building will be south of the Eastern Shore Higher Education Center (ESHEC) which is presently an open field at the Wye Mills campus.

The design approach to this project will be flexible open space. The space will be divided into a “clean” area, and a “dust” area, and be equipped with technology for product development and fabrication. Lab spaces will need to include large bay doors with direct access to the outdoors to accommodate deliveries of material and equipment. Phase I of the project will allow Skilled Trades programs to be in one location to take advantage of dedicated laboratory and teaching space to support these skilled trades courses and programs.



### **New Tech Building Space Summary**

The QAT project will include the following programs:

- Agriculture – 1,515' lab space
- Electrical – 2,800' lab space
- Welding – 5,945' lab space
- HVAC – 960' lab space
- Advanced Manufacturing – 2,350' lab space
- Construction Trade – 4,000' (includes carpentry and masonry)
  - Construction Trade – carpentry lab space
  - Construction Trade – Masonry lab space
- Center for Innovation and Entrepreneurship (CIE) – 2,300' lab space (student support space)
- Student Lounge/Vending Area – 400'
- Office and office support space – 3,652' (Agriculture, Skilled Trades, and support space).
- Flex Lab – 1,975' lab space

The new building will include flexible open lab space for the programs listed above. This project includes a total of 22 offices, and office support space for faculty, staff, and students. The office space will include 2 offices for Agriculture, 20 offices for Skilled Trades. Office space will be included on both first and second floors. The second floor will be designed with partial glass walls to allow groups touring the building a view of the Lab areas below without disrupting the classes. Utility space and building support space; i.e., mechanical, electrical, IT, custodial, etc., will be located on both levels.

The existing Skilled Trades offices located in the current QAT and MTC buildings will be moved to the new building. The CIE is an instructional space, a collaboration space shared by the college and community, and an interdependent business incubator that also encompasses a wide range of other characteristics and abilities not always found in the typical business incubator design. The CIE will offer a wide range of credit and non-credit education and training programs designed to provide every participant and student with the basic knowledge required to effectively apply what they have learned about business, industry, and management to the real business world.

Providing space for most of the existing and new skilled trades programs is the college's primary objective in the Phase I proposal. In addition, by bringing together most of the skilled trades programs, the college will make the best use of its personnel, educational, financial, and other resources to bring a comprehensive college experience for our skilled trades students.

Chesapeake College intends to employ a CM At Risk firm to aid the College in the management of the design and construction processes as described in this RFP. Under the RFP, the College intends to employ a CM At Risk firm to perform the following (see Article 3 of this Section 400 for further descriptions):

1. **Pre-Construction CM At Risk Services** for the full development of the project to 100% construction documents shall be completed as follows:

Within a total of twelve (12) months maximum or after issuance of the Pre-Construction/Design Notice to Proceed; inclusive of six-eight weeks for the CM's GMP preparation. The college expects the CM at Risk to join the project team at or during the Schematic Design Phase of the Queen Anne's Technical Building.

2. **Construction CM At Risk Services** with general conditions services being provided on an allowance basis, shall be completed as follows:

Within a total of twenty-two (22) months after issuance of the Construction Notice to Proceed.

**C. PROJECT CONSTRUCTION SCHEDULE:**

In order to be considered responsive, all firms must either agree with or take exception (i) to the time frames of not more than twelve (12) months for pre-construction/design inclusive of the CM At Risk GMP preparation/submittal and twenty-two (22) months for construction of the Queen Anne's Technical Building.

Firms wishing to adjust the Project Time Frames must do so convincingly and provide sufficient evidence to support their argument and include such documentation in the technical proposal envelope; if a Proposer does not provide this in his technical proposal, it is understood that he accepts the Project Time Frames. The College will make the final determination.

***Note: The construction phase is subject to the authorization of funds by the Maryland General Assembly and the county commissioners of Queen Anne's, Caroline, Kent, Talbot and Dorchester Counties. Construction services will commence upon authorization of the College Board of Trustees and approval by Maryland's Board of Public Works.***

**D. 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 CM At Risk, 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 CM At Risk will utilize his 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 CM At Risk the fixed pre-construction phase fee for this Project; such fees are to include all costs associated with the CM At Risk providing pre-construction services.

**During the construction phase**, the CM At Risk will provide services and manage the project (inclusive of the award and management of all trade contracts) in the areas of change order review, quality assurance/inspections, schedule maintenance, cost control, meetings, shop drawing review, processing/monitoring 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 CM At Risk records on the project and whereby any and all cost savings revert to the College. The College will pay the CM At Risk for its fixed CM At Risk 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 CM At Risk mark-up of any type.

Construction Management Procedures which are to be established by the CM At Risk 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.

**E. RELATIONSHIP OF COLLEGE AND CONSTRUCTION MANAGER AT RISK**

The CM At Risk accepts a relationship of trust and confidence between himself and the College. The CM At Risk agrees to furnish his best skill and his best judgment and to cooperate with the architects and design engineers in furthering the interests of the College and the project. The CM At Risk shall furnish efficient engineering reviews, business administration, field supervision and shall use his 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.

**F. PROJECT TEAM**

The CM At Risk, 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 CM At Risk shall provide leadership to the Project Team on all matters relating to construction of 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, CM At Risk and Trade Contractors) to maximize the success of a project while understanding and respecting the responsibilities and expertise of each team member.

**G. CHESAPEAKE 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 CM At Risk 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. Allowance expenditures must be approved by the College prior to the provision of said services.

An allowance for testing and inspection services is included in the total project construction costs. Proposers are to include these allowances in their quoted not-to-exceed amount for General Conditions for non-personnel items for the appropriate aspect of the project.

The CM will be required to provide a "General Conditions" billing back-up derived from the CM At Risk accounting/tracking system.

**H. CONSTRUCTION MANAGEMENT AT RISK FEES:**

1. **Pre-Construction Phase (Design Phase):** Fees will be considered in addition to the GMP. The CM At Risk fee shall be an all-inclusive lump sum fee associated with the provision of the required services are described in **Section 400, Article 3, Part "A."** for the Project.

2. **Construction Phase:** The CM At Risk fee shall be an all-inclusive lump sum management fee which shall include all CM At Risk home office costs inclusive of officers and home office and local office support staff not noted below as well as all CM At Risk overhead costs and profit. Construction Phase CM At Risk fees as well as the project's "General Conditions" allowance and the CM-GMP Contingency are to be included in the applicable GMP.

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

3. **General Conditions:** An allowance for General Conditions will be established by the CM at Risk (and approved by the College in its review and approval of the GMP) in the GMP for General Conditions. The CM at Risk will be reimbursed for actual costs only as no mark-up is allowed by the CM At Risk. 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 Proposers will be quoting on-site Staff Reimbursable costs for the GMP; the price evaluations will include these quoted amounts. By submitting its price proposal, a Proposer is committing that the costs associated with these on-site staff positions for the GMP will not exceed the amount quoted in his Price Proposal if he is the awarded CM At Risk 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.

- 3.1 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.
- 3.2 In the case of the Test Engineer, it is acceptable to the College that this can be handled by other positions within the CM At Risk team except the Project Manager and Field Superintendent if a Proposer elects to do so; that is, the roles of Test Engineer **cannot** be performed by the Project Manager or Field Superintendent but can be performed by any of the other CM positions. Should this be the case, the Proposer is to note this on the Price Proposal form in the space provided for the hourly billing rates for these positions (i.e., N/A see Project Engineer, etc.). An allowance will be provided by the College for Commissioning Services by a College approved vendor.
- 3.3 Payments of the CM At Risk fee and General Conditions reimbursable costs due the CM At Risk will be authorized and distributed pursuant to Article 2 of this Scope of Work and to the General Conditions (Section 00500), as amended.

**END OF SECTION 400, ARTICLE 1, GENERAL PROVISIONS**

## **SECTION 400, ARTICLE 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**

The college is in the process of retaining A/E services to prepare construction documents and specifications for the Queen Anne's Technical Building. It is expected that the A/E consultants will be selected after September 25, 2025 by the college Board of Trustees but is subjects to approval of contract by the Board of Public Works. The college may divulge this information to the CMs that are selected for oral presentations if this determination has been made.

#### **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 CM At Risk.

#### **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 the AIA Application for Payment Form.
- 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 CM At Risk 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 CM At Risk Fee shall be made on the evaluation of work accomplishment. The Construction Manager will be paid for the approved monthly CM At Risk 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.
- 2.4. Reimbursables under General Conditions Allowance:

Allowance expenditures shall be approved by Chesapeake 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 retainage applicable.

3. **Payment of College Obligations**

Payments to the CM At Risk pursuant to this Contract shall be made no later than sixty (60) days after the College's receipt of a proper invoice from the CM At Risk as invoices are then sent to the State for payment. 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**



## **SECTION 400, ARTICLE 3A**

### **CONSTRUCTION MANAGER AT RISK OBLIGATIONS**

The CM At Risk services shall consist of the two (2) main parts, Articles 3A and 3B, 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 THAT IS LESS THAN OR EQUAL TO THE BUDGET**

**1. Project Review**

- 1.1. The CM At Risk 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 CM At Risk 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 CM At Risk 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.

**2. Consultation During Project Development**

The CM At Risk 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. He shall also provide recommendations on construction feasibility.

**3. Schedule**

- 3.1. The CM At Risk shall utilize and maintain a College approved computer-based software scheduling system which will allow the CM At Risk to provide appropriately detailed design and construction phase Critical Path Method (CPM) schedules.
- 3.2. 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.
- 3.3. 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.
- 3.4. The CM At Risk shall within fifteen (15) days of selection and written notice to proceed, provide the College with the format for the Critical Path Method (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.
- 3.5. This CPM schedule shall include a projection of all design and construction phase activities to include CM At Risk 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.

- 3.6. The CM At Risk 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 CM At Risk is responsible for monitoring this schedule during the pre-construction/design phase, ensure that this schedule is maintained and advise the College of any deficiencies in adhering to this schedule by any party.

#### 4. **Value Engineering**

- 4.1. The CM At Risk 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.
- 4.2. 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.
- 4.3. Value engineering efforts shall also take into consideration applicable constructability issues.
- 4.4. The CM At Risk shall notify, in writing, the College upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.
- 4.5. All value engineering studies must be provided on a timely basis within the design schedule.
- 4.6. Value engineering studies shall be continuous as the design is being developed.
- 4.7. There shall be a major value engineering study at 100% design development (utilizing the design development documents) which shall include, but not be limited to, the items noted below, conducted and/or provided by the CM firm.
- 4.7.1. Develop value engineering concepts for consideration at the session noted in 4.7.2 below (it is anticipated that the A/E will be concurrently conducting a similar activity);
- 4.7.2. Brainstorming session(s) with design team;
- 4.7.3. Written concept designs and cost studies/estimates shall be produced and submitted to the College within two (2) weeks of the brainstorming session;
- 4.7.4. Written pro/con evaluation of the cost studies shall be provided to the College within two (2) weeks after submission of the cost studies;
- 4.7.5. Formal presentation of the study to be conducted by the CM At Risk firm; and,
- 4.7.6. 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.
- 4.8. The CM At Risk shall also conduct value engineering studies or investigate the cost of different material, product or system costs during the remainder of the Design Development Phase and the Construction Document Phase to evaluate specific items as requested by the College or the A/E firm.

5. **Constructability Review:**

CM At Risk is to review the design throughout the pre-construction/design phase as to constructability issues. On each issue, the CM At Risk is to do the following on a timely basis within the design schedule: (1) description of constructability issue with background information; (2) in-depth study/research; and, (3) written report inclusive of CM At Risk 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 CM At Risk 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 CM At Risk 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 CM At Risk is to develop its estimates with its in-house capabilities and test its estimates from pricing of trade work directly from the market place rather than based on data retained in the CM At Risk files.

6.1.1. A full-scale update of the 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 ten (10) working days after the 50% 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:

Approximately \$44,980,420 which includes testing and inspection, commissioning and contingency allowances as noted previously.

6.4. In the event that the Probable Construction Costs exceed the Project Construction Costs the College will direct the CM At Risk to work in conjunction with the A/E to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Costs without additional compensation to the CM At Risk.

If the Probable Construction Costs (as submitted at 50% Construction Documents) exceeds the funds authorized by the General Assembly or allocated by the College for construction of the Facility, the College will direct the CM At Risk to:

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 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 CM At Risk shall perform the work set forth in this Section 400 3A.6.4 without additional compensation.

- 6.5. The CM At Risk 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 CM At Risk will be held to resolve questions and differences that may occur within the Project Construction Costs and the CM At Risk cost model. If indicated by the Project Construction Costs limitations or other circumstances, the CM At Risk shall work with the College and A/E to reach a mutually acceptable Probable Construction Costs.
- 6.6. The cost model format must be coordinated between the CM At Risk and the A/E to ensure compatibility.

**7. Coordination of Contract Documents**

The CM At Risk shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The CM At Risk 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 CM At Risk 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 Construction Documents for the project the CM At Risk will develop and provide to the College a GMP which will include all construction costs, and all other projected costs inclusive of the CM At Risk, Construction Phase fee and General Conditions allowance not to exceed the budget. The GMP shall display each proposed trade contract amount; the CM At Risk 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 CM At Risk in his Price Proposal.

The GMP must not exceed the Project Construction Budget for the Project noted above in 3A.6.3. The CM At Risk is to provide the GMP to the College within six-eight weeks of issuance of the 95% Construction Documents.

- 8.2. The CM At Risk 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 CM At Risk 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 CM At Risk 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 Proposers 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 CM At Risk in the Construction Phase with the Coordinated Drawing Engineer under CM At Risk Staff Reimbursable Costs.

- 8.3. The contractor is to conduct a qualification process of all Trade Contractors to ensure that all bidders have the necessary expertise.
- 8.4. The CM At Risk 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 CM At Risk 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 CM At Risk 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 CM At Risk in accordance with General Conditions (Section 500), the CM At Risk 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 CM At Risk to (and the CM At Risk 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 CM At Risk to (and the CM At Risk 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 CM At Risk 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 CM At Risk 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 CM At Risk will be held to resolve questions and differences that may occur within the Project Construction Budget and the CM At Risk construction cost estimate and corresponding GMP. If indicated by the Project Construction Budget limitations or other circumstances, the CM At Risk shall work with the College and A/E to reach a mutually acceptable GMP.
- 8.8. Upon acceptance by the College Board of Trustees and approval by the Board of Public Works (BPW), if applicable, of any amendment to the Contract to reflect any GMP, the CM At Risk GMP as approved shall become a part of the College-CM At Risk Contract. The CM At Risk shall provide the College with a Standard Performance and Standard Labor and Material Payment Bond for 100% of each GMP as set forth in the General Conditions.
- 8.9. GMP Savings: All savings under the GMP revert to the College. Such savings are based on the total for the GMP not on a line by line basis.

9. **Contingencies:**

- 9.1 **College/Owner's Contingency:** The GMP shall include a College controlled construction contingency in the amount approved by the College. Expenditures against this contingency will be available to cover all costs resulting from the following with the College's written approval:

Changes in scope initiated by the Owner's designated representative; and unforeseen field conditions.

The amount of the College contingency is to be as quoted by the CM At Risk in the Price Proposal to the College based on the Project Construction Costs. The College retains the right to specifically request revisions to the amount of the contingency prior to the College's acceptance and approval of the GMP.

- 9.2 **CM-GMP Contingency:** The GMP shall include a CM At Risk controlled construction contingency (CM-GMP Contingency) in an amount approved by the College, to protect the CM At Risk against the risks assumed in providing the GMP for the Project. The College and the CM At Risk 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, (4) expediting/ accelerating of the work to meet scheduled completion dates (if required) and (5) CM omissions in the bidding process.

9.2.1 The CM-GMP Contingency is not allocated to any particular item of the Cost of the Work and is established for the CM At Risk 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 CM At Risk to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the CM-GMP contingency will be borne by the CM At Risk.

9.2.2 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 CM At Risk will notify the College and obtain written approval of its intent to apply any part of the CM-GMP contingency to any item within the Cost of the Work prior to any such application.

9.2.3 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.

9.2.4 The amount of the CM-GMP contingency is to be as quoted by the CM At Risk in its Price Proposal to the College but must be a minimum of 1.5% 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.

10. **Non-Acceptance Of The GMP And Termination Of College-Construction Manager Contract:**

- 10.1 The College, at its sole discretion, may decline to accept the CM At Risk 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.

- 10.2 In any event, such termination shall likewise terminate all further services and obligations of the CM At Risk. 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 CM At Risk for pre-construction, and shall only be entitled to amounts set forth under or related to Part "B" of this RFP to the extent to which the CM At Risk 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 CM At Risk and with full ownership and use of any data and information developed during Part "A" activities.
- 10.3 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.

**11. Ownership of Documents**

All data, information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the CM At Risk or in the CM At Risk 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**

### **SCOPE OF WORK**

#### **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.**

##### **A. CONSULTATION DURING CONTINUING PROJECT DEVELOPMENT**

Upon acceptance of the GMP, the CM At Risk 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.

##### **B. PROJECT CONSTRUCTION COSTS**

1. The CM At Risk recognizes that the College will have a limit on the project construction cost. The College's Project Construction (and related) Cost limit is as follows: \$44,980,420.

This above estimate is inclusive of the CM At Risk on-site staff reimbursable costs, a General Conditions allowance as quoted by the CM At Risk inclusive of the testing and inspection and commissioning allowance, CM At Risk Construction Phase Fee, College/Owner's construction contingency and CM-GMP contingency but excluding 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.

##### **C. PROJECT SCHEDULE:**

1. The CM At Risk shall provide a construction phase CPM (Critical Path Method) 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 CM At Risk shall be capable of producing and coordinating logic developed network diagrams, Pert charts and Gnatt chart format reports.
2. After acceptance of each GMP and issuance of a construction contract amendment to the CM At Risk for the Construction Phase of the Project and within fifteen (15) days of written Construction Notice To Proceed, the CM At Risk shall submit a preliminary CPM schedule consistent with the time frames submitted during the design phase.
3. The CM At Risk shall develop the complete and final CPM schedule in the form of a CPM network arrow diagram (Pert) using the CM At Risk 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 CM At Risk. One day shall be the smallest time unit used. Data shall also be provided in Gnatt form.
4. Upon completion of the Pert and Gnatt diagrams, the CM At Risk 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 to the Project Team inclusive of all trade contractors.
6. The CM At Risk 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 occupancy of the new building within twenty-two (22) months from the issuance of the Construction Notice to Proceed or October 2028, whichever occurs earlier.
8. The CM At Risk 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 CM At Risk responsibility to meet the required construction completion date as noted above in the RFP and Section 400 – 3B.D. 7. If the CM At Risk finds that action must be taken in order to meet this contractual responsibility, all costs associated with such action are the CM At Risk responsibility within the GMP unless a delay is attributable to the College.

If the CM At Risk finds that the schedule has been impacted by an action or inaction on the part of the College, the CM At Risk 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 as supplemented by the provisions of this Section 500 and the contract. Notwithstanding anything in that, the provisions thereof shall apply only to work to be performed in the Construction Phase.

**D. TRADE CONTRACTS**

1. After acceptance of the GMP and issuance of the Construction Contract Amendment to the CM At Risk for the Construction Phase, the CM At Risk shall place through his office contracts or purchase orders to the successful Trade Contractors or Suppliers. (The term Trade Contractors if used in this Contract means sub-contractors and the term sub-contractors as used in the Contract shall include Trade Contractors.)
2. The CM At Risk 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.).
3. All contract documents between the CM At Risk and the Trade Contractors are to be made available for review by the College as requested.

**E. PROJECT CONTROL**

**1. Project Staffing**

- 1.1. The CM At Risk 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 CM At Risk to complete the Project in accordance with the College's objectives of cost, time and quality.
- 1.2. The CM At Risk 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 CM At Risk representatives will remain on the job and in responsible charge as long as those persons remain employed by the CM At Risk, unless the College has reason to agree otherwise during the course of the project and a contract amendment is issued accordingly by the Vice President for Administrative Services.

**2. On-site Coordination/Management**

- 2.1. The CM At Risk shall establish on-site organization and lines of authority in order to carry out the overall plans of the Project Team.
- 2.2. The CM At Risk 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 CM At Risk 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 CM At Risk, College and A/E. The CM At Risk is not required to provide offices for the A/E or the College within its field offices.
- 2.4. The CM At Risk 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 CM At Risk 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 CM At Risk 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 CM At Risk can discuss jointly such matters as progress, scheduling, and construction-related problems.

The CM At Risk 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 00400, Article 3, Part B as to topics to be included in Progress meetings.

- 3.2. The CM At Risk shall also conduct Owner's meetings every two (2) weeks or as requested by the College. The Owner meetings are to be attended by representatives of the College, the CM At Risk and the A/E to discuss overall project matters and project procedures to ensure that all parties are meeting their obligations to ensure a successful project. The CM At Risk shall take and distribute complete minutes in electronic format 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 CM At Risk will be responsible for developing and implementing a RFI form for use on the project.
- 4.2. The CM At Risk will be responsible for logging and reviewing all RFIs prior to submission to the College and the A/E. The CM At Risk is to ensure that the RFIs submitted are appropriate and not frivolous.

- 4.3. The CM At Risk 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 CM At Risk 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 CM At Risk shall develop a 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 CM At Risk will be responsible for logging all substitution requests.
- 5.2. The CM At Risk 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 CM At Risk will be responsible to review all Substitution Requests with the College prior to submission to the A/E.
- 5.4. The CM At Risk 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 CM At Risk 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 requires the CM At Risk to submit digital Progress photographs monthly in sufficient detail to properly record the work. The Construction Manager At Risk is to provide a minimum of two (2) 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. The College reserves the right to take its own photographs during construction.

**F. COST CONTROL**

- 1. The CM At Risk shall develop and maintain an effective system of Project cost control. He 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. He shall identify variances between actual and estimated costs and advise the College whenever projected cost exceeds allowances or estimates.
- 2. The CM At Risk shall check and supervise all material deliveries, equipment and labor entering the work site. He 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 these records during that period.

**G. QUALITY ASSURANCE/INSPECTION**

- 1. The CM At Risk 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. He 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 CM At Risk shall provide one (1) set of all inspection reports to the College's Project Manager with the monthly report.

The CM At Risk shall provide for and administer all third-party inspection and testing as specified in the Construction Documents under the identified General Conditions allowance.

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 CM At Risk 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 Department will attend inspections and testings. It is the responsibility of the CM At Risk to advise the College's Project Manager of scheduled testings and inspections with appropriate advance notice.

In addition, the CM At Risk 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.

#### **H. COMMISSIONING**

1. The CM At Risk will contract with a College approved vendor for Commissioning as part of the GMP for this project. Services will include, but not be limited to, the following systems:

All HVAC systems including fans, controls, pumps and associated piping, wiring and ductwork;

Fire Alarm and Life Safety Systems, Security Systems (including the systems connection to the telephone system); and,

Electrical Systems particularly those tied to the emergency generator.

Refer to the Building Commissioning Attachment to this RFP.

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. The Commissioning of the building and building systems shall be consistent with LEED v4 for BD+C: New Construction and Major Renovation (See Attachment).

#### **I. PROJECT SAFETY and SECURITY**

1. The CM At Risk shall develop and implement a project safety program in accordance with the General Conditions and applicable regulations.
2. He shall report, to the College, as part of each monthly report any safety violations and actions taken to protect the safety of persons and property engaged in the work.
3. He shall be responsible for security of the construction site in coordination with the College's Public Safety Office.

#### **J. 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 the General Conditions and contract, as supplemented by the provisions of this Section 400. Notwithstanding anything in the General Conditions, the provisions thereof shall apply only to work to be performed in the construction phase.
3. The CM At Risk 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 CM At Risk contract by the Vice President for Administrative Services of Chesapeake College.
6. As set forth in the General Conditions, an equitable adjustment will be made in the CM At Risk fee, if appropriate, dependent on the scope of the change and the time frame therein.
7. The College and A/E will review the CM At Risk analysis and cost data and advise the CM At Risk of their findings. The College and CM At Risk shall reach 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 CM At Risk 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 the Vice President for Administrative Services of a contract amendment to the CM At Risk contract.
9. The CM At Risk shall develop and implement a system for review, negotiation, and processing of proposed Change Orders. He shall, with complete supporting data, recommend necessary or desirable changes to the College and the A/E for approval.
10. There will be no CM At Risk 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.

**K. SHOP DRAWING REVIEW/PROCESSING**

1. The CM At Risk will be responsible for logging all shop drawings/submittal prior to submission to the College and the A/E. The CM At Risk is to ensure that shop drawing/submittals packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.
2. The CM At Risk shall develop and implement a system for review, acceptance or rejection, and processing of all shop drawings/submittals. He shall review this system with the College and obtain the College's approval prior to implementation.
3. The CM At Risk 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 is a minimal time frame review of approximately three (3) weeks.
4. The CM At Risk 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 CM At Risk 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 CM At Risk shall provide coordinated drawings as indicated in Section 400, Article 3A, Item 8.2.

**L. PROJECT SITE DOCUMENTS**

The CM At Risk 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.

**M. CLAIMS AVOIDANCE/RESOLUTION**

1. The CM At Risk 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 CM At Risk will provide the College with assistance as requested including, but not limited to, cost assessments, documentation review, and contract review and make recommendations accordingly.

**N. CONTRACT CLOSE OUT**

1. The CM At Risk 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, testing and commissioning. Note: this position should not be done by someone who has been assigned to other positions during the construction of the project.
2. The CM At Risk is responsible for compliance with all Contract Close Out items per the Contract Documents. He shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals.
3. With mechanical and electrical equipment, the CM At Risk 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 Management Office for review prior to the equipment demonstration.
4. The CM At Risk is to work closely with the College's Vice President for Administrative Services 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, the CM At Risk shall deliver all such records to the College along with completion set of as-built drawings for approval by the A/E.

**O. REPORTS**

1. The CM At Risk 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.
2. Within ten (10) days of issuance of the Construction Phase Notice to Proceed, the CM At Risk is to submit to the College the report formats for each of these and prior to implementation the CM At Risk must obtain the College's approval of these formats.
3. The monthly report by the CM At Risk is to include the items noted below.

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

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

**Cost Status:** Overall summary of the financial status of the project with the cost control report included which details expenditures of all contingencies.

**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 order which require the College's immediate attention.

**Shop Drawings/Submittals:** A summary statement as to the status of shop drawings/submittals for the Project inclusive of items requiring the College and/or the A/E's immediate attention.

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

**P. 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 twenty-two (22) months of the Construction Phase Notice to Proceed for the Project or October 2028 whichever occurs earlier.

**Q. SEPARATE CONTRACTS**

Without invalidating the relationships with the CM At Risk, 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 CM At Risk work. The CM At Risk shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the CM At Risk shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the CM At Risk from carrying out his work according to the plans and specifications, the CM At Risk shall immediately notify the A/E and the College upon discovering such conditions.

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

## Section 500

### GENERAL CONDITIONS SUPPLEMENT

**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, to include conference table for progress meetings.
- 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 are 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.
- 4.) Provide required third party inspection/testing services (Soils, Concrete, Steel, etc.) under the established allowance of \$788,311 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.
- 3.) Provide field office computers for project tracking purposes to be used with CM software (Accounting, tracking, scheduling, word processing).
- 4.) Provide appropriate office type equipment (copying machine, fax machine, etc.) for field office use.
- 5.) Provide field personnel pagers, two-way radios, etc. throughout construction phases, as applicable.
- 6.) Include travel expenses for field personnel related to off-site 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 this RFP.
- 3.) The college will provide a builder's risk insurance policy for the project..

**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.

**END OF SECTION 500**

## SECTION 600

### TERMS AND CONDITIONS

**ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (90) days or as otherwise specified in the RFP document. At the end of the (90) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

**ADDENDA** The College reserves the right to amend or add to this RFP at any time prior to the RFP due date. If it becomes necessary to change or add to any part of this RFP, the VP for Administrative Services will furnish an addendum to all prospective Offerors by posting the addendum on the solicitation web page at: <https://www.chesapeake.edu/community-resources/procurement>.

All addenda will be identified as such and will be posted at least 48 hours prior to the proposal due date. It is the sole responsibility of any prospective Offeror to monitor the web page to ensure receipt of all addenda, which shall be indicated on the acknowledgement of addenda form.

**ADDITIONAL ORDERS** Unless it is specifically stated to the contrary in the proposal response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

**APPLICABLE LAW** The contract shall be construed and interpreted according to Maryland law, with venue and jurisdiction in Queen Anne's County, Maryland.

**ASSURANCE OF NON-CONVICTION OF BRIBERY** The Offeror hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

**AUDIT** Offeror shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Offeror and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each proposal and be made payable to Chesapeake College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the proposal, it shall be deemed unresponsive, unless the Director of Purchasing and Auxiliary Services deems the failure to be non-substantial. Such bid bonds or checks will be returned, upon request, to all except the three (3) lowest Offerors after the opening of price proposals, and the remaining checks or bid bonds will be returned, upon request, to all but successful Offeror(s) after award of contract. If a performance bond is required, the successful Offeror must submit an acceptable performance bond in the designated amount of the solicitation award, prior to award of contract. All bid bonds will be returned, upon request, to the successful Offeror after receipt of the performance bond.

**BILLING AND PAYMENT** Each invoice shall reference Chesapeake College's purchase order number. All invoices will be paid within (30) days unless otherwise specified in the RFP document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

**BRAND NAMES** Brand name materials used in these specifications are known and acceptable. Proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Offeror and proof must be provided to the College's satisfaction.

**CARE OF PREMISES** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

**CANCELLATION** Chesapeake College reserves the right to cancel this solicitation or to reject all offers received, if the College's Director of Purchasing and Auxiliary Services, in accordance with procedures approved by the College's Board of Trustees, determines that it is fiscally advantageous or in the best interest of the College to cancel the RFP.

**COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986** The Offeror warrants that both the Offeror and/or any subcontractor of the Offeror do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Offeror agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Offeror's or any subcontractor of the Offeror's noncompliance with "IRCA." The Offeror agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Offeror with "IRCA". The Offeror recognizes that it is the Offeror's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

**COMPLIANCE WITH LAWS** Offeror agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

**COMPLIANCE WITH CHESAPEAKE COLLEGE POLICIES** While on the College's campus, Offeror agrees to comply with all applicable Chesapeake College policies and procedures in effect as of the date of this agreement and as they may be amended from time to time during the term of this contract.

**CONFLICT OF INTEREST** As a condition of award of this contract, the vendor represents and warrants that no employee, officer or agent of the college has or would have a conflict of interest associated with the selection, award, or administration of this or any contract between the college and the vendor. Such a conflict of interest would arise if an employee, officer or agent, or any member of his or her immediate family, his or her partner, or any entity, organization, or individual which employs or intends to employ any of the aforementioned individuals indicated herein, has a financial or other interest in or has or will receive a personal benefit from the vendor herein.

**CONTINGENT FEES** Offeror hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Offeror, to solicit or secure a contract, and that

Chesapeake College  
RFP: CM at Risk with GMP for Queen Anne's Technical Building  
Due Date: on or before 2:00 pm EST October 13, 2025

it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Chesapeake College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Purchasing Office.

**CONTRACT DEADLINES** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

**CONTRACT DOCUMENTS** The general conditions of this RFP, the Contractor's proposal, and the signed Agreement/Purchase Order form the contract. The documents shall have the following order of precedence: this RFP, the Agreement/PO, the Contractor's proposal.

**CONTRACT TERMINATION** The contract may be terminated for any of the following reasons: failure of the Contractor to meet the mandatory requirements as described in this solicitation; failure of the Contractor to meet required deadlines; failure of the Contractor to resolve problems in a timely manner; or lack of College funding.

**CONTRACTORS** This RFP is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**COOPERATIVE PURCHASE** The College reserve the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from a solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The College assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

**DELIVERY AND PACKING** Prices shall be FOB Destination freight prepaid to the delivery designated. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Offeror to the designated location as indicated on the Chesapeake College purchase order. A

packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. **DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.**

**DELIVERY OF PROPOSALS** Sealed proposals must be received in the Purchasing Office by the date and time specified in the RFP in order to be considered. **NO LATE PROPOSALS WILL BE ACCEPTED.** Late proposals will be returned to the Offeror unopened. Proposals submitted by mail must be addressed to the Purchasing Office, BH-108D, Chesapeake College, 32000 Campus Dr., Salisbury, Maryland 21804, and clearly marked to indicate the bid title and opening date. Hand delivered proposals will be accepted only at the Purchasing Office, BH-108D, Chesapeake College, 32000 Campus Dr., Salisbury, Maryland 21804.

**ERRORS IN PROPOSALS** Offerors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting proposals. Failure to do so will be at the Offeror's risk. Proposals already submitted may be withdrawn without penalty prior to proposal opening date. Errors discovered after proposal opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Offeror must be evident on the face of the proposal.

**FAILURE TO DELIVER** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**FINANCIAL DISCLOSURE** The Contractor shall comply with the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires 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 these 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.

**HAZARDOUS AND TOXIC SUBSTANCES** Offeror must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Offeror shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. The College will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Offeror is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Offeror, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

**INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by the Contractor.

**MARYLAND PUBLIC INFORMATION ACT** Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

**NON-ASSIGNMENT AND SUBCONTRACTING** Offeror shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Offeror with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Offeror and its personnel.

**NON-COLLUSION** Offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Offeror also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Offeror or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

**NON-DISCRIMINATION** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**NON-HIRING OF EMPLOYEES** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, during the pendency and term of this contract and while an employee, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

**NON-VISUAL ACCESS** The Offeror warrants that the information technology offered under this solicitation (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this condition, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

**NOTICE TO CURE** The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

**PATENTS** Offeror guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Offeror will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**PERFORMANCE ACCEPTANCE PERIOD** The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractors proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

**PREPARATION OF PROPOSAL** Proposals submitted must be hand signed by an authorized agent of the company submitting the proposal. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. An Offeror may attach a letter of explanation to the proposal for clarification. Offerors will be required, if requested by Chesapeake College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Offeror's place of business prior to award of contract to determine Offeror responsibility.

**PROPOSAL INSTRUMENTS** Proposal instruments include the RFP, addenda, terms and conditions, contract terms, and specifications. Proposals should be prepared simply and economically, and should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The Offeror will bear any and all costs incurred in the preparation and submission of proposals.

**POLITICAL CONTRIBUTION DISCLOSURE** The Contractor shall comply with §§14-101-14-108, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**PRODUCT TESTING DURING TERM OF CONTRACT** Goods delivered under any contract resulting from this RFP may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

**PUBLICITY** The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College's Public Relations & Marketing Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the College on its routine client list for matters of references.

**RECORD RETENTION** If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

**REFERENCES** Offeror must provide at least three references from former or current clients who can confirm the Offeror's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Offeror's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to §7-202 et. seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

**REJECTIONS AND CANCELLATIONS** Chesapeake College reserves the right to accept or reject any or all proposals in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the proposal of any Offeror who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this RFP. The College may cancel this solicitation in whole or in part, at its sole discretion.

**RIGHT TO STOP WORK** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this RFP and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-solicit this contract if it is decided that performance is not within the specifications as set out.

**SAMPLES AND CATALOG CUTS** If samples are required, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Purchasing Office, Bid Title\_\_\_\_" and each sample shall be tagged or marked. Failure of the Offeror to clearly identify samples as indicated may result in rejection of the proposal. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

**SIGNATURE** Each proposal must show the full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the RFP and contract, will be mailed or delivered to the address shown on the proposal. NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Offeror to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

**SUBCONTRACTORS** Offerors must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject. Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by the College. If a subcontractor is determined to be unacceptable by the College, the firm shall substitute an acceptable subcontractor with no change in any Contract unit prices or overall Contract sum. If a firm fails, within a timely manner, to propose another subcontractor to whom the College has no objection, the College reserves the right to reject the proposal. The firm will use only those subcontractors approved by the College. All subcontractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor, as if they were the Contractor referred to herein. The Contractor is responsible for the Contract performance, whether or not subcontractors are used.

**TAXES** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Offeror shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes. For construction projects: in accordance with COMAR 03.06.01.22c(2)(b), the tax exemption certificate of otherwise exempt governmental entities may not be used for the purchase of materials to be incorporated into the real property on College construction projects.

**TERMINATION BASED ON LACK OF FUNDING** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Chesapeake College, the Board of Public Works State of MD and the commissioners of Kent, Queen Anne, Caroline, Dorchester and Talbot Counties in Maryland. Insufficient funds shall be grounds for immediate termination of the contract.

**TERMINATION OF CONTRACT** The College reserves the right to cancel the Contract awarded to the Contractor if, in the College's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the Contract, performance there under is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the Contract at that time.

**TERMINATION FOR DEFAULT** If an award results from this RFP, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Chesapeake College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President or his designee. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. The Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**USE OF CONTRACT BY OTHER PUBLIC ENTITIES** While this solicitation is prepared on behalf of Chesapeake College, it is intended to apply to other Maryland educational institutions and public agencies in the State of Maryland. Unless the Offeror takes an exception, the resulting awarded items, terms and conditions will be available to other State and local public entities. Should a price adjustment be necessary to include any other public entity, the Offeror must so note on the Contractor Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

**WARRANTY** Offeror expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The

Offeror further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Offeror's sole expense.

**WITHDRAWAL OF BIDS** A proposal shall be withdrawn by written or fax request, confirmed immediately in writing, provided that such requests are received prior to the time of opening proposals. The College shall not be held responsible for the timely receipt of any requests for withdrawal, and the Offeror is cautioned to transmit any such request in ample time for delivery before the proposal opening hour and date. No proposal received can be withdrawn by any Offeror after the opening, as no claim for release due to mistakes or omissions in the proposal shall be considered. Each Offeror shall be held strictly responsible for its proposal.

## SUPPLEMENTAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

**ACCEPTANCE AND FINAL PAYMENT** Upon receipt of notice from the Contractor that the work is ready for final inspection and acceptance, the College shall promptly make such final inspection. When the College representative finds the work fully acceptable under the Agreement and the Agreement fully performed, the College representative shall sign-off on the final invoice indicating that the work provided for in this Agreement has been completed and is acceptable under the terms and conditions thereof and that the entire balance on the final invoice is authorized for payment. Before issuance of a final invoice, the Contractor shall submit such evidence to the College as the College deems necessary to ensure that all payrolls, material bills and other indebtedness connected with the work have been paid. Final payment shall be made within ten (10) calendar days after the Finance Office receives signature and authorization for final payment from the College representative that this work has been fully completed and the Agreement fully performed. Acceptance by the Contractor of final payment shall be and shall operate as release to the College from all claims and all liability to the Contractor. Neither the acceptance by the College or any representative of the College nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the College, shall operate as a waiver of any portion of the Agreement or of any power reserved to the College or any right to recover damage. The waiver of any breach of the Agreement shall not be held to be waiver of any other subsequent breach.

**BID BOND** Each bid must be accompanied by a bid bond from a licensed surety company acceptable to the College, properly executed in favor of the College for not less than ten percent of the amount of the base bid. Bid bonds will be returned, upon request, to all except the three lowest bidders within three days after bid opening. The bid bonds of the three lowest bidders, with the exception of the awardee, will be returned, upon request, within 48 hours after contract execution.

**CONTRACTOR IDENTIFICATION** Contractor's employees working on College property are required to sign in every day immediately upon arrival. They will be issued a contractor's badge that they are required to wear while on campus.

**GENERAL CONDITIONS** Unless otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery, transportation, and services necessary for proper execution and completion of the work as required by contract documents. The proper execution and completion of such work shall include any necessary restoration of disturbed areas affected by the construction under the contract documents. Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned. The College reserves the right to request the removal of any construction personnel at any time.

**INSURANCE** The purchase of insurance does not relieve the Contractor of any obligations assumed under this Agreement. Failure to maintain insurance shall be viewed as a material breach of the Agreement. Contractor shall maintain in force at all times during the term of this Agreement, with an insurance carrier licensed to do business in the State of Maryland acceptable to the College. 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.

The Contractor shall, during the continuance of all work under the contract, provide the following commercial insurance coverage:

**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.

**Commercial General Liability** Insurance to protect the Contractor, its subcontractors, and the interest of the College against any and all injuries to third parties, including bodily injury, personal injury and property damage, resulting from any action or operation under the Agreement or in connection with the contract work. The General Liability Insurance shall provide combined single limits of \$1,000,000 per occurrence, naming the College as an Additional Insured and it shall be stated on the insurance certificate with the provision that this coverage is primary to all other coverage the College may possess. 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 Offeror 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 project.

**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 Agreement work will be ensured under either a Standard Automobile Liability Policy or a Comprehensive General Liability Policy including coverage for hired and non-owned vehicles.

**Builder's Risk Insurance**, if applicable, 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 accepted by the College. The Builder's Risk Policy shall include the College and all subcontractors as an Additional Insured.

IF ANY ARCHITECTURAL, ENGINEERING, DESIGN, INSPECTION OR PLANNING SERVICES ARE RENDERED, INCLUDING

APPROVAL OF SUCH ACTIVITIES OF OTHERS, **Professional Liability/Errors and Omissions** coverage is also required 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.

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. 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. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the College on demand. No change, cancellation, or non-renewals shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Office, Chesapeake 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 Purchasing Office, Chesapeake College. 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 (7) days of written notice at any time during the contract term, the College shall have the absolute right to terminate the Agreement 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 Agreement at the time of termination. 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. Contractual and other liability insurance provided under this Agreement shall not contain a supervision, inspection, or engineering services exclusion that would preclude the College from supervision and/or inspecting the project as to the end result. The Contractor shall assure that all subcontractors performing services in accordance with this document carry identical coverage as shown above, either individually or as an additional insured on the policies of the Contractor. Exceptions may be made only with the approval of the College. Contractor agrees to indemnify the College for any workers' compensation claims asserted by employees of subcontractors who do not carry workers' compensation insurance.

**LIMITS OF WORK / USE OF SITE** Contractor shall confine operations at the site to the area indicated in the contract documents and shall not unreasonably encumber site or off-site work areas with materials or equipment. Coordination and cooperation with the College shall be mandatory. It shall be the sole discretion of the College whether the Contractor's use of the site is interfering with operations, including Contractor's noise. Should the College determine interference, the Contractor shall be required to revise operation.

**LIQUIDATED DAMAGES** Time is of the essence in the performance of this contract. Project must be completed according to project schedule. Liquidated damages will apply.

**MARYLAND UNDERGROUND FACILITIES DAMAGE PREVENTION LAW** Contractor shall coordinate and pay for all work required to comply with this law. Additionally, Contractor shall be responsible for all location of private utilities as required by the College.

**MATERIAL SAFETY DATA SHEETS (MSDS):** Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS for the products supplied or used as a result of this contract must be sent to: Chesapeake College, Gregory Grey, Senior Director of Facilities, 32000 Campus Dr., Salisbury, MD 21804. MSDS must show the contract number under which the products were supplied or used. The successful contractor shall submit Material Safety Data Sheets on any item requested by the contract manager.

**MINIMUM SAFETY REQUIREMENTS** 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 owners facility rules and regulations. Contractor shall submit to owner, 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 matter. Contractor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. Contractor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners 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. All injuries, illnesses, and work-related incidents should be reported to the owners 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. 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. The College reserves the right to audit Contractor safety and health related records and statistical information at any time.

**NON-DISRUPTION OF CAMPUS** The Contractor understands that Chesapeake College is an active college campus and that all work must be performed in a manner to minimize disruption of operations and classes. Buildings will be occupied by staff during the duration of the work outlined. Under no circumstances shall any driveway, access road, or walkway be blocked by the Contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings.

**PERFORMANCE, LABOR AND MATERIALS BOND** Performance and Labor & Materials bonds shall be required for contracts over \$7,500 or more. Within 10 days of award notification, the successful bidder shall deliver to the College: a performance Bond from a licensed bonding company in the amount of 100% of the contract price covering faithful performance of the contract for building construction, alteration or repair; and a Labor and Materials Payment Bond in the amount of 100% of the contract price as security for payment of all persons performing labor and furnishing materials in connection therewith. In the event that a Change Order is approved, Contractor shall be responsible for notifying the bonding company of such change and procuring the additional coverage for the Change. A letter from the bonding company stating its willingness to provide the bidder with performance and labor & material bonds shall be submitted with bid.

**PERMITS AND FEES** The Contractor shall apply for, secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the work including use and occupancy permits, electrical, plumbing, and all other permits. The Contractor shall secure certificates of inspection, occupancy, etc. as may be required by the authorities having jurisdiction over the work. These shall be delivered to the College upon completion of the work.

**PROJECT ORGANIZATION** The Contractor shall appoint a project manager and identify the individual prior to commencing work. The project manager shall be responsible for coordination of all work covered by this period.

**RECORDS FOR MATERIAL DISPOSAL** Contractors responsible for removing construction/demolition waste or recyclable materials from College property shall submit copies of receipts or invoices to the College detailing the weight and volume of the materials disposed.

**SUBCONTRACTORS** The Contractor shall list on the Bid Form the name of all subcontractors proposed for the principal portions of the work, mechanical and electrical. Contractors agree that they will be fully responsible to the College for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them. Nothing contained in these contract documents shall create any contractual relationship

between any subcontractor and the College. Prior to receiving each payment of a current estimate and final estimate, the Contractor shall certify in writing that payments have been made from proceeds of prior payments, and that timely payments will be made from proceeds of the current estimate and final estimate payment then due, to the subcontractors and suppliers in accordance with the contractual arrangements with them.

**SUPERVISION** The Contractor is required to maintain on site, at all times when work is in progress on this project, a qualified supervisor who represents the contractor and is responsible for the entire project.

**TITLE TO EQUIPMENT** In all instances, title to any equipment furnished or intended to be furnished, shall pass to the College on the date of acceptance.

**UTILITIES** The following will be made available to the Contractor by the College (if applicable): Electric and Water. Sanitary facilities shall be provided by the contractor. Construction workers shall not utilize college cafeteria or facilities, unless written permission is granted.

**WORK SCHEDULE** All contractors shall submit a tentative work schedule with their bid proposal. Within five (5) working days or at the College's discretion after contract award notification, the successful bidder shall attend a pre-construction conference. At the pre-construction conference, the successful bidder shall submit a detailed written schedule on "job plan". This job plan should provide all detailing of the work activities and time schedule for each activity prior to commencing work. All requests for outages (if applicable) shall be submitted in writing to the Senior Director of Facilities ten (10) days prior to the intended shutdown.

## END OF SECTION 600, TERMS AND CONDITIONS



## **SECTION 700**

### **REQUIRED FORMS**

These Required Forms are also available separately as a Word document for completion.

Any changes to the Forms will result in the Offeror being determined non-responsive and not eligible for contract award.

## 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 a Proposer 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
------------------------------------	------	--------	--

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_  
\_\_\_\_\_

8.2 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_

8.3 CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
DESCRIPTION OF CONTRACT/PROJECT DONE: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: If a Proposer 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.

**SIMILAR PROJECT/CONTRACT EXPERIENCE:**

Complete the KEY PERSONNEL FORM FOR SIMILAR PROJECTS for each of the submitted key people: Project Executive, Project Manager, Field Superintendent, and Chief Estimator. **A minimum of four (4) projects are to be listed for each key person.** If the space provided is insufficient, attach additional pages to this form as appropriate and indicate the 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 setting, new, academic/teaching/gross square feet)	PERSON'S ON THIS PROJECT (i.e., Project construction manager, etc.) DURATION OF PERSON ON JOB	\$ VALUE PROJECT	OF 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

PROPOSER: \_\_\_\_\_

Position	Name	Duties	# of Yrs. w/ Proposer	# 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 ( <i>Per RFP, cannot be individual who has been with project during construction.</i> )					
Test Engineer					
Assistant Field Superintendent					
Assistant Project Manager					
Traffic Consultant					
Other:					
Other:					

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

PROPOSER: \_\_\_\_\_

Page 1 of 2

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

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

PROPOSER: \_\_\_\_\_

Page 2 of 2

	Other:	
	Other:	
	Other:	
	Other:	



## ANTICIPATED NUMBER OF HOURS FOR ON-SITE STAFF

PROPOSER: \_\_\_\_\_

**Provide anticipated number of hours for the on-site staff.** Per the RFP, only these 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	_____
Assistant Superintendent	_____
Foreman	_____
Laborer	_____
<b>Total Hours:</b>	_____

## WORKING RELATIONSHIPS OF CM AT RISK KEY PERSONNEL FORM

PROPOSER: \_\_\_\_\_

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

\*Minimum of 4 projects to be listed

\*\*Project information to include project name, \$ value, type of facility, setting & year completed

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

### CM AT RISK CONTRACTOR EXPERIENCE FORM

PROPOSER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT OWNER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

OWNER'S CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PROJECT START DATE: \_\_\_\_\_

PROJECT COMPLETION DATE: \_\_\_\_\_

SUBSTANTIAL COMPLETION DATE: \_\_\_\_\_

OCCUPANCY DATE: \_\_\_\_\_

SETTING:

\_\_\_\_\_ FULLY OCCUPIED

\_\_\_\_\_ UNOCCUPIED \_\_\_\_\_ PARTIALLY OCCUPIED

\_\_\_\_\_ HIGHER EDUCATION

\_\_\_\_\_ MIXED USE INCLUSIVE OF PARKING FACILITY

\_\_\_\_\_ OTHER: \_\_\_\_\_

ARCHITECT'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

A/E CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

CM PROJECT EXECUTIVE: \_\_\_\_\_

CM PROJECT MANAGER: \_\_\_\_\_

CM FIELD SUPERINTENDENT: \_\_\_\_\_

CM CHIEF ESTIMATOR: \_\_\_\_\_

CONSTRUCTION DOLLAR VOL. \$ \_\_\_\_\_

CHANGE ORDER DOLLAR VOL. \$ \_\_\_\_\_

TOTAL CONSTRUCTION \$ VOL: \$ \_\_\_\_\_

(BASE CONTRACT PLUS C/Os)

CONSTRUCTION METHOD \_\_\_ CM AT RISK \_\_\_ GC \_\_\_ DB \_\_\_

TOTAL GROSS SQUARE FOOTAGE: \_\_\_\_\_

TYPE OF PROJECT: \_\_\_\_\_ NEW CONSTRUCTION

\_\_\_\_\_ RENOVATION

\_\_\_\_\_ ADDITION WORK

**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

-----

**OVERALL DESCRIPTION OF THIS PROJECT** (*i.e., type of facility, use (classrooms, offices, 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 Services  
\_\_\_\_\_ 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

PROPOSER: \_\_\_\_\_

Year	Sales Volume	# of Projects Completed	Largest Project Size	Average Project Size	% CM at Risk	% CM Agent	% GC	% DB	% Other
2022	\$		\$	\$	%	%	%	%	%
2023	\$		\$	\$	%	%	%	%	%
2019	\$		\$	\$	%	%	%	%	%

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

PROPOSER: \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**AFFIDAVIT OF ACCURACY FORM**

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contacts of this Technical Proposal are true and correct.

---

Name of Company

---

Representative/Title  
(Signature)

---

Address

---

Representative/Title  
(Print/Type)

---

Telephone number

---

Date



**CONTRACTOR INFORMATION FORM**

The undersigned agrees to furnish and deliver the above goods and services in accordance with the specifications issued, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents.

\_\_\_\_\_  
(Printed name of Company)

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signature authority with your submittal.

Name of Company Signatory (Printed): \_\_\_\_\_

Title of Company Signatory (Printed): \_\_\_\_\_

Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken that may affect the award of a contract or purchase order:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information:

Company Name: \_\_\_\_\_ Corporation (y/n): \_\_\_\_\_

Federal Tax Id: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

\_\_\_\_\_ State, Zip \_\_\_\_\_

Office phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Minority Contractor: \_\_\_\_ (yes) \_\_\_\_ (no)

If yes, please specify minority classification \_\_\_\_\_

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized signature and date

## **ACKNOWLEDGEMENT OF ADDENDA**

We, \_\_\_\_\_ acknowledge receipt of the following addenda:

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

---

PLEASE SIGN BELOW TO ACKNOWLEDGE RECEIPT OF ADDENDUM AND RETURN WITH TECHNICAL PROPOSAL.

---

Company name

Name

---

Date

Authorized signature

## **CONFLICT OF INTEREST STATEMENT**

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and of this date are also employed by Chesapeake College.

Company:

---

Authorized

signature:

---

Printed name:

---

Title:

---

Date:

---

## ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Annotated Code of Maryland, Title 5 of the General Provisions Article, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, requirements, statements of work, invitation for bids or request for proposals for this procurement, nor did any individual or company who assisted in such drafting assist or represent this company, directly or indirectly, in submitting a bid or proposal for this procurement.

Firm:

---

Authorized

signature:

---

Printed name:

---

Title:

---

Date:

---

**MINORITY BUSINESS PARTICIPATION**

**CHESAPEAKE COLLEGE**  
**Wye Mills, Maryland**

PROPOSER:\_\_\_\_\_

**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):

African American\_\_\_\_\_ Hispanic\_\_\_\_\_ Asian/Pacific Islander \_\_\_\_\_  
American Indian/Alaska native\_\_\_\_\_ Disabled\_\_\_\_\_ Female\_\_\_\_\_

I HEREBY REPRESENT THAT OUR/MY FIRM IS \_\_\_\_\_ IS NOT \_\_\_\_\_  
COMMITTED TO DEMONSTRATING AN EFFORT TO ACHIEVE A MINIMUM MBE  
PARTICIPATION LEVEL OF 29%.

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

\_\_\_\_\_  
FirmName

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
TypeorPrintName

\_\_\_\_\_  
Title

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

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

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) 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)—(8) 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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**E. AFFIRMATION REGARDING DEBARMENT**

Chesapeake College  
RFP: CM at Risk with GMP for Queen Anne's Technical Building  
Due Date: on or before 2:00 pm EST October 13, 2025

**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).

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**G. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

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

**H. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the 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.

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**K. DRUG AND ALCOHOL FREE WORKPLACE**

**I CERTIFY THAT:**

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

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

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

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

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

(d) Not hire or assign to work on the contract anyone whom 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;

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- (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' 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 §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(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 §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(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 §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(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.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

- (1) The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: \_\_\_\_\_ Address: \_\_\_\_\_.

(If not applicable, so state).

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

**M. 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.

N. Repealed.

**O. ACKNOWLEDGEMENT**

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)



## NO BID RESPONSE FORM

Please be advised that our company does not wish to submit a proposal in response to the above-captioned Request for Proposals for the following reasons:

\_\_\_\_\_ Too busy at this time

\_\_\_\_\_ Not engaged in this type of work

\_\_\_\_\_ Project too large/small

\_\_\_\_\_ Cannot meet mandatory specifications (Please specify below)

\_\_\_\_\_ Other (Please specify)

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\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

Please email to [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu). Thank you for your response.

## **SECTION 800**

### **PRICE PROPOSAL FORMS**

These Price Proposal Forms are also available separately as a Word document for completion.

Any changes to the Forms will result in the Offeror being determined non-responsive and not eligible for contract award.

Price Proposal Forms should only be submitted to the College upon request, after Oral Presentations. Do not include Price Proposal Forms in Technical Proposals.

**PRICE PROPOSAL FOR CM AT RISK SERVICES**  
**Queen Anne's Technical Building**  
**CHESAPEAKE COLLEGE**

NAME OF PROPOSER: \_\_\_\_\_

FID #: \_\_\_\_\_

DATE: \_\_\_\_\_

The undersigned, hereby submits a price proposal for the Construction Management At Risk Services for the Queen Anne's Technical Building project. Submitted with this price proposal, the CM at Risk agrees to be bound by the College's General Terms and Conditions, Supplemental Terms and Conditions for Construction, and comply with all insurance mandates. Having carefully examined the Request for Proposal for the above reference project, the associated documents and addenda, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to complete the work for the following guaranteed maximum price:

**1. PRECONSTRUCTION PHASE:**

**Total Preconstruction Phase Management at Risk Fee**

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

**2. CONSTRUCTION PHASE CM AT RISK FEE:**

**Total Construction Phase Management at Risk Fee for the Project** inclusive of all CM costs per this RFP:

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

- 3. REIMBURSABLE ITEMS:** Each Proposer is to provide Not-to-exceed amounts for (i) General Conditions - On Site Staff Reimbursables, (ii) General Conditions Non-Personnel items per the RFP (bonds and insurance are to be quoted separately 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. Total General Conditions-On Site CM Staff Reimbursables**

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

**3.2 GENERAL CONDITIONS FOR NON-PERSONNEL REIMBURSABLE COSTS** as listed in the General Conditions attachment, 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.

**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 Project:**

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- 3.2.1 Bonds:  
(in words and figures) (\$ \_\_\_\_\_) ( \_\_\_\_\_ )
- 3.2.2 Insurance:  
(in words and figures) (\$ \_\_\_\_\_) ( \_\_\_\_\_ )
- 3.2.3 Remaining items per General Conditions Items Attachment (cannot be less than 4.5% of the project construction costs):  
(in words and figures) (\$ \_\_\_\_\_) ( \_\_\_\_\_ )

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

**3.3 College/Owner and CM-GMP Contingencies:** Quoted amount of this contingency for the Project at 5.0%.

3.3.1 For the Project:  
(in words and figures) (\$ \_\_\_\_\_) ( \_\_\_\_\_ )

**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 2.1, 3.3.1, 3.4)  
(in words and figures) (\$ \_\_\_\_\_) ( \_\_\_\_\_ )

**5. BILLABLE, HOURLY RATES FOR ON SITE STAFF:** THE BILLABLE, HOURLY RATES TO BE QUOTED BY THE CM AT RISK:

Position	Hourly Rate
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	\$ _____

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Assistant Superintendent \$ \_\_\_\_\_

Foreman \$ \_\_\_\_\_

*Note: The billing rates for on site 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. **We understand that any and all savings accrued during the Construction Phase of the Project are for the benefit of and shall revert to the College.** We confirm that our quoted, not-to-exceed (NTE) price for the On-Site 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 CM At Risk 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 are to be paid during the construction phase and these wages will apply on entire Project. The CM At Risk shall reference the DLLR Division of Labor and Industry's guidelines on making this determination. We understand that a Bid Bond is required with this Price Proposal. We understand that a 100% Performance & Payment Bond is required with the issuance of any Construction Contract Amendment to incorporate trade work into the CM At Risk Contract.

We also understand that the Bid/Proposal Affidavit, MBE Participation, and proof of the Proposer's Contractor's license under Title 17, Subtitle 6, of the Business Regulation Article of the Annotated Code of Maryland 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.

*I hereby represent and warrant by my signature below that I am authorized to submit a binding proposal on behalf of this company.*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized signature and date

Witnessed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Witness

## STAFF REIMBURSABLE BREAKDOWN

PROPOSER: \_\_\_\_\_

### PLEASE NOTE THE FOLLOWING:

This attachment is to be included with the Proposer's Price Proposal. The estimated hours are to match, at a minimum, those provided for evaluation in the Technical Proposal.

If any of the positions noted below will not be filled by the Proposer, the Proposer is to note in the space provided what position will be handling the duties associated with the unfilled position.

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	_____	\$ _____
Close Out Engineer	_____	\$ _____
Field Accountant	_____	\$ _____
Assistant Superintendent	_____	\$ _____
Foreman	_____	\$ _____
Laborer	_____	\$ _____
TOTAL HOURS*:	_____	

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

Signer's Initials: \_\_\_\_\_

**NON-PERSONNEL GENERAL CONDITIONS BREAKDOWN ATTACHMENT**

PROPOSER: \_\_\_\_\_

**PLEASE NOTE THE FOLLOWING:**

This attachment is to be included with the Proposer's Price Proposal.

This attachment is per the General Conditions Attachment of the RFP documents **excluding field staffing** as the breakdown for such staff reimbursables 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>i.e., weather and dust protection, photos, field office computers, office equipment, pages, two way radios, and travel expenses for off-site surveys and inspections</i> )	\$ _____
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 Chesapeake College, hereinafter called "the College", 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 College 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 bonds as may be required by the terms of the bid as accepted within the time specified (ten (10) days 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, if the Principal shall pay the College 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 of the time for acceptance of the bid that the Principal may grant to the College, notice of which extension 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: _____(SEAL)
Corporate Secretary	President
	AFFIX CORPORATE SEAL

	_____ (Surety)
Attest: (SEAL)	By: _____(SEAL)
Signature	Title: _____

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



**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 Administration.....
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 State of Maryland, by and through the Administration 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, during the original term of said Contract, during any extension thereto that may be granted by the Administration, 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 Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration 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 Administration 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

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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.

<p>_____</p> <p>In Presence of Witness</p> <p>_____ as to _____</p>	<p>Individual Principal</p> <p>_____(SEAL)</p>
<p>_____</p> <p>In Presence of Witness</p> <p>_____ as to _____</p> <p>_____ as to _____</p> <p>_____ as to _____</p>	<p>Co-Partnership Principal</p> <p>_____(SEAL)</p> <p>(Name of Co-Partnership)</p> <p>By: _____(SEAL)</p> <p>_____(SEAL)</p> <p>_____(SEAL)</p>
<p>Attest:</p> <p>_____ as to _____</p> <p>Corporate Secretary</p>	<p>Corporate Principal</p> <p>_____(Name of Corporation)</p> <p>By: _____(SEAL)</p> <p>President</p> <p style="text-align: right;">AFFIX CORPORATE SEAL</p>
<p>Attest: _____(SEAL)</p> <p>Signature _____</p> <p>Bonding Agent's Name: _____</p> <p>Agent's Address: _____</p>	<p>_____(Surety)</p> <p>By: _____(SEAL)</p> <p>Title: _____</p> <p>_____(Business Address of Surety)</p>
<p>(Contractor shall fill in all blank spaces above this line)</p>	<p>Approved as to legal form and sufficiency</p> <p>this _____ day of _____ 20_____</p> <p>_____ Attorney</p>

**PAYMENT 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 Administration.....
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 Administration 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 extend 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 of 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.

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## **BUILDING COMMISSIONING ATTACHMENT**

**BUILDING COMMISSIONING**  
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**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) 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. **The Commissioning Process shall be consistent with LEED Building Design and Construction.**

**1. SUMMARY**

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 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).

O&M manuals for the 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 facilities management staff prior to the training and demonstrations; the purpose of these sessions is to provide the facilities management staff with an overview of the systems, their relationships and sequencing.

**B. OVERVIEW OF THE BUILDING COMMISSIONING PROCESS**

**1. SUMMARY**

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 College is faced with the prospect of renovating an 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 & design engineers	MC	Mechanical contractor
CA	Commissioning agent	OE	College's (Owner's) Representatives
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 thoroughly reviewed with the A/E and the College 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 why 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:

- a. 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.
- b. Verify and document proper performance of equipment and systems.
- c. Verify that O&M documentation provided on site is complete. The commissioning agent will request from the subcontractors full installation, operations and maintenance information before the equipment is installed. The installing subcontractor needs to review this information to ensure that the subcontractor 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. O&M documentation has traditionally been assembled after the majority of the equipment has been installed and started.
- d. Verify that the College's facilities management 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.

**4. 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 set point). 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 and affected Subs. For any given system, prior to performing functional testing, the CA waits until the pre-functional 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 College'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 College's facilities management staff shall be encouraged to attend and participate in the testing process. This testing and verification does not constitute formal training. The CA will notify the facilities management staff when the commissioning events occur.

**6. 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 management 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, the CA will review with facilities management staff the current building

operation and the condition of outstanding issues related to the original and seasonal commissioning. The CA will also interview facilities management 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 facilities management staff in developing reports and documents and requests for services to remedy outstanding problems.

**C. COMMISSIONING TEAM MEMBERS AND RESPONSIBILITIES**

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)**

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

- a. 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.;
- b. A detail list of equipment to be commissioned;
- c. Building commissioning specifications for all applicable trade contractors; and,
- d. 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)**

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:

a. Design Phase:

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

b. Construction Phase:

2. Participate in the commissioning planning and scheduling meetings;
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)**

The duties of this person include the following:

a. Design Phase:

1. Provide commissioning input in the project schedule which is developed during the preconstruction phase.

b. 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 College'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 the College 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 College's Representative, Test Engineer, and individual Specialty Contractors for the actual commissioning and testing;
10. Review and maintain the various checkout and performance test forms and submit the completed forms to the College for record and recommend final acceptance;
11. Coordinate the participation of the College's personnel for the meetings and commissioning test; and,
12. 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 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 the 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 Chesapeake College personnel to participate in the commissioning process on a continual basis as the Owner's Representative. The College anticipates that the Owner's Representative will include personnel from facilities management. The duties of facilities management includes the following:

- a. Participate in the commissioning meetings and schedule the appropriate Chesapeake College personnel for the individual commissioning test; and,
- b. 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]:**

- a. 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:**

Pre-requisites to the Building Commissioning Process: The Specialty Contractor providing the equipment is to:

1. 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.);
2. Check the QC of the equipment as supplied and installed against specifications, submittals and manufacturer's installation and maintenance information;
3. 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;

4. Coordinate and cooperate with the other trades for completeness of the equipment and systems installation for final checkout and commissioning by the team; and
5. 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.

**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:**

b. 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;

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.