The purpose of this ADDENDUM NO. 1 dated October 1, 2012, is to distribute information in response to questions received from proposers as well as other revisions to the solicitation documents. All other specifications, terms and conditions of this solicitation not expressly amended by the responses in this ADDENDUM remain as originally stated.

1. **Proposers’ Questions:**

1.1 **Question:** Please clarify the types of projects to be done under this contract

**UMBC Response:** The types of projects to be completed under the On Call CMAR contract are primarily facilities renewal/maintenance type projects such as residential hall renovations similar to the Potomac Hall Renovation project, lab renovations, mechanical and electrical upgrades, classroom upgrades, and office renovations as well as exterior work such as exterior stair restorations.

1.2 **Question:** Can the power point presentation conducted at the Pre-Proposal meeting on 9/19/12 be made available to proposers?

**UMBC Response:** This power point presentation has been posted on UMBC’s eBid Board and eMaryland Marketplace.

2. **RFP Revisions:** Section 00400, Article 1-A, General Provisions: Add the following to this clause:

The scope of work for the awarded On Call CMAR firms will also include the provision of services to prepare feasibility studies, cost estimates, constructability reviews, logistics planning, scheduling, consideration of alternates and similar activities needed during the planning of university projects. Such services will be accomplished by task order requests that may be awarded on either a rotational basis or via competitive proposals among the awarded On Call CMAR firms, as determined by the University in its sole discretion.

3. **Attachment F - Price Proposal Form and Bid Bond Form:** Attached please find these forms for this procurement.

4. **Acknowledgement of Addendum Form:** The attached Acknowledgement of Receipt of Addendum form is to be completed/signed and included with the Technical Proposal.

END OF ADDENDUM #1 DATED 10/1/12

Attachments: Price Proposal Form/Bid Bond Form
Acknowledgement of Receipt of Addendum
ATTACHMENT F

PRICING PROPOSAL FORM

BID BOND FORM
PROPOSAL NO: RFP #BC-20841C
PRICE PROPOSAL DUE: FRIDAY, NOVEMBER 9, 2012 ON OR BEFORE 4:00 P.M. PROPOSAL FOR:

ON CALL CMAR SERVICES CONTRACT

NAME OF PROPOSER: ____________________________________________________________

FID #: ________________________________________________________________

PRICE PROPOSAL

DATE_______________________

Ms. Terry Cook
Department of Procurement Services
University of Maryland, Baltimore County
1000 Hilltop Circle, Administration Building #301
Baltimore, MD 21250

Dear Ms. Cook:

The undersigned, hereby submits a price proposal for the construction management services for the RFP FOR
ON CALL CMAR SERVICES as set forth in the University of Maryland, Baltimore County RFP #BC-20841-C
dated 9/11/12 and Addenda as follows:

Addendum No. 1__ Dated 10/01/12
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to: (1)
complete the work under the On Call CMAR contract based on the quoted hourly billing rates for the staff
positions quoted under #1 below; and (2) provide the CM pre-construction and construction services on the
UMBC Potomac Hall Renovation Project inclusive of constructing the facility for the quoted guaranteed
maximum price under #2 below.
ON CALL CMAR SERVICES CONTRACT

NAME OF PROPOSER: ____________________________________________

1. On Call CMAR Quoted Hourly Billing Rates for the specified On-Site Staff Positions and Positions associated with the services requested during the planning phase per Addendum #1 dated 10/1/12: Proposers are to quote the following hourly billing rates for the on-site staff positions as specified below: (1) Regular Rate; (2) Overtime Rate; and (3) Second Shift Rate.

Please note that the University will only reimburse the CMAR firm for the costs associated with the specified on site staff positions noted below (excluding the estimator position); costs associated with any other CM positions other than those noted below (including the estimating positions) are to be included in the CM’s Construction Phase Fee.

<table>
<thead>
<tr>
<th>#</th>
<th>Position</th>
<th>Regular Rate</th>
<th>Overtime Rate</th>
<th>Second Shift Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Senior Project Manager</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>2</td>
<td>Project Manager</td>
<td>$</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>3</td>
<td>Assistant Project Manager</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Field Superintendent</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Assistant Superintendent</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Foreman</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Project Engineer (A/S/C)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Project Engineer (M/E/P)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Field Secretary/Clerk</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Clerk/Document Control Person</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Coordinated Drawing Engineer</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Close Out Engineer*</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>Field Accountant</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>Commissioning Agent</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>Test Engineer</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>Laborers**</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>Carpenters**</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>Chief Estimator***</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
<tr>
<td>19</td>
<td>Estimate***</td>
<td>$ N/A</td>
<td>$ N/A</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

*Note: Close Out Engineer (cannot be done by a person who has been assigned to another position during construction unless specified in the CM’s GMP submittal and approved by the University).

**Note: The billing rates for these on-site staff positions quoted above will apply on non-prevailing wage projects. For prevailing wage projects, these bill rates will be adjusted based on the issued prevailing wage rates

***Note: During the construction phase of any on call projects, the costs associated with the Chief Estimator and Estimator positions are to be included in the CM construction phase fee as these are NOT reimbursable positions.)
2. POTOMAC HALL RENOVATION PROJECT:

2.1. PART A. PRE-CONSTRUCTION PHASE*:

Pre-Construction Services Construction Management Fee:
(In words and figures)
.................................................................................................................................................................................. ($ ________________)

*Proposers are to include a total of $28K of University allowances which are for reproduction costs associated with trade contract bidding ($8K) and Site Investigation allowance ($20K) in its quoted CM Pre-construction Services fee. A schedule for the tasks associated with pre-construction is attached to this form.

2.2. PART B. CONSTRUCTION PHASE CM FEE: The total projected hard construction costs (Project Construction Costs/Budget) for this UMBC Project are as follows: $2,750,000 inclusive of a water infiltration allowance ($150K), General Condition NTE allowance (including the Third Party Inspections and Testing of $10K), and the CM-GMP NTE contingency but exclusive of the University/Owner's Construction contingency and A/E fees.

Construction Phase Construction Management Fee:
(In words and figures)
.................................................................................................................................................................................. ($ ________________)

2.3. PART C: 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 (with bonds and insurance quoted separately) and (iii) CM-GMP NTE Contingency for the Project (which must be a minimum of 1.5% of the Project Construction Costs/Budget).

2.3.1. GENERAL CONDITIONS - ON SITE CM STAFF REIMBURSABLES* ONLY FOR THE PROJECT [Note: Non-personnel General Conditions items per Attachment C of the RFP are not to be included herein.]:

Total General Conditions-On Site CM Staff Reimbursables
(In words and figures)
.................................................................................................................................................................................. ($ ________________)

Note: The Staff Reimbursable Breakdown Attachment is to be completed and attached to the Proposer’s price proposal as required in the RFP documents (Attachment A of the Price Proposal Form). The quoted hourly rates for the on-site staff positions on the Potomac Hall Renovation project are to be the same as quoted under #1 above.

Page 3 of 5

Signer's Initials: ________
PROPOSAL NO: RFP #BC-20841-C
PRICE PROPOSAL DUE: FRIDAY, NOVEMBER 9, 2012 ON OR BEFORE 4:00 P.M. PROPOSAL FOR:

ON CALL CMAR SERVICES CONTRACT

NAME OF PROPOSER: ____________________________________________

2.3.2 GENERAL CONDITIONS FOR NON-PERSONNEL REIMBURSABLE COSTS per Attachment C of the RFP document [inclusive of insurance (liability, workmen's compensation and builder's risk) and 100% performance and payment bonds] as well as the $10K General Conditions Non-personnel allowances for the project as noted above in #2. Note: 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.

A. Performance and Payment Bonds: $________________________
B. Insurance: $________________________
C. Balance of Non-Personnel Costs: $________________________

Total Non-Personnel Reimbursable Costs (#2.3.2 A+B+C): (in words and Figures)

__________________________________________________________ ($__________)

2.3.3 CM-GMP NTE Contingency: Quoted amount of this contingency (see Section 00400 for details on this) for the Project. Note: The quoted CM-GMP contingency must be no less than 1.5% of the project construction costs:

Total CM-GMP Contingency (in words and figures)

__________________________________________________________ ($__________)

2.3.4 Total Not-to-Exceed (NTE) CM Reimbursable Costs (sum of 2.3.1, 2.3.2 and 2.3.3): (In words and figures)

__________________________________________________________ ($__________)

2.4. TOTAL CM PRICE PROPOSAL FOR POTOMAC HALL PROJECT (SUM OF #2.1, #2.2, and #2.3.4) (In words and figures)

__________________________________________________________ ($__________)

Page 4 of 5

Signer's Initials: __________
PRICE PROPOSAL DUE: FRIDAY, NOVEMBER 9, 2012 ON OR BEFORE 4:00 P.M. PROPOSAL FOR:

ON CALL CMAR SERVICES CONTRACT

NAME OF PROPOSER: ____________________________________________

We understand that by submitting a proposal, we are agreeing to the quoted hourly billing rates for the specified CM staff positions for all projects done under the UMBC On Call CMAR contract and that (i) the schedule shall be met and (ii) the total hard construction cost for the Potomac Hall Renovation Project shall not exceed the amount of the Project Construction Budget as noted above ($2,750,000). We understand that any and all savings accrued during the Construction Phase of the Potomac Hall Renovation Project are for the benefit of and shall revert to the University.

We understand that for any or no reason the University, at its sole discretion, can decline to accept the Construction Manager's GMP for a trade package or group of trade packages on the UMBC Potomac Hall Renovation project and can decline to amend the task order to reflect these items and the applicable Construction Phase CM fee and thereupon, without penalty, the University's Task Order for the Potomac Hall Renovation Project will terminate automatically according to its terms. We further understand that the approval by the Board of Public Works and/or the University System of Maryland Board of Regents for subsequent on call task orders and the UMBC Potomac Hall Renovation Project, as applicable, may be withheld at its sole discretion. If such approval is withheld, the Task Order will terminate automatically according to its terms.

We understand that Prevailing Wages on the UMBC Potomac Hall Renovation Project (to be provided by the University prior to the bidding of trade packages by the CM) are to be paid during the construction phase and these wages will apply on this entire Project. We understand that a Bid Bond is required with this Price Proposal for the Potomac Hall Renovation Project only. We understand that a 100% Performance & Payment Bond is required with the issuance of the task order amendment for this project to incorporate trade work.

We also understand that the Bid/Proposal Affidavit, MBE Attachment A, and proof of the Proposer's Contractor's license under Article 56, Section 180, Annotated Code of Maryland provided with our Technical Proposal remain in force under this Price Proposal phase.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

Attachments:
- Pre-Construction Tasks Breakdown
- Staff Reimbursable Breakdown Attachment A
- Non-Personnel General Conditions Breakdown Attachment B

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price and that the signatory is authorized to financially obligate the Proposer. Sign where applicable below.

SIGNED: ______________________________

PRINTED NAME: _______________________

TITLE: ________________________________

DATE: ________________________________
KNOW ALL MEN BY THESE PRESENTS, that we, 

as Principal, hereinafter called the "Principal", and

as Surety, hereinafter called the "Surety", are held and firmly bound unto the State of Maryland, hereinafter called "State" for the sum of $_________, for 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/proposal for (Identify project by number and brief description):

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

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

In Presence of Witness: Individual Principal

In Presence of Witness: Co-Partnership Principal

In Presence of Witness: Corporate Principal

Attest:

Corporate Secretary

AFFIX CORPORATE SEAL

(Surety) AFFIX CORPORATE SEAL

Attest:

Signature

Bonding Agent’s Name: (Business Address of Surety)

Agent’s Address

Approved as to legal form and sufficiency this ______________ day of ______________ 200 ____________

Asst. Attorney General
RFP NO.: BC-20841-C

RFP FOR: UMBC ON CALL CMAR SERVICES

TECHNICAL PROPOSAL DUE DATE: MONDAY, OCTOBER 8, 2012 ON OR BEFORE 4:00 P.M.

NAME OF PROPOSER: ________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

Addendum No. 1 dated 10/01/12
Addendum No. ______ dated _____________
Addendum No. ______ dated _____________
Addendum No. ______ dated _____________
Addendum No. ______ dated _____________
Addendum No. ______ dated _____________
Addendum No. ______ dated _____________

Signature _______________________

Printed Name ____________________

Title __________________________

Date __________________________