



Contract Number: -----

Project No. -----

UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE
STRATEGIC CONTRACTING
ADELPHI, MARYLAND 20783

LONG FORM CONTRACT (CM-GMP)

THIS AGREEMENT made the **-date--** day of **-month---**, **Two Thousand ---** by and between **---** **insert company name, address, state & zip code----** hereinafter referred to as "Contractor", and the University of Maryland, College Park, hereinafter referred to as "Owner".

Witnesseth, that the Contractor and Owner for the considerations here mentioned agree as follows:

Article 1. Scope of Project -- The Contractor shall furnish all of the materials and perform all of the work as described in **Request for Proposal No. ___**, entitled **"Construction Management Services ----- at the University of Maryland University College"**, including referenced drawings and specifications; and **Amendment No. ----**, and **Clarification No. ----**, (inclusive) and shall do everything required by this Agreement, the General Terms and Conditions of the Contract, and said specifications and drawings; and Contractor's Technical and Price Proposals, all of which are made a part hereof and are referred to herein as "The Contract". There follows a list of said drawings and proposal:

Proposal: Contractor's Technical and Price Proposals dated ----.

Article 2. Time of Completion -- The project shall commence on or about ---- or in accordance with Owner's Notice to Proceed, and shall be completed in accordance with the following schedule:

A. Pre-Construction Services: Shall start from date of Notice of Proceed from Owner and will continue until completion and acceptance of the design and pre-construction phase.

B. Construction Services: ----- months (measured in calendar days) following receipt of Notice to Proceed from Owner for the Construction Phase.

Article 3. The Contract Price -- The Owner shall pay the Contractor (subject to additions and deductions specified herein) as follows:

- A. Pre-Construction Phase Services Fee (CM Fee including allowances):
\$ _____ (**Written & Figures**)
- B. Subject to future availability of funds in an amount sufficient to complete the project inclusive of Guaranteed Maximum Price (GMP), the Construction Phase Services Fee of \$ _____, General Conditions for both staff and non-staff (including allowances) of \$ _____, and the GMP for construction may be awarded to the Contractor through a contract modification.

The Contractor agrees to execute a contract modification to perform the Construction Services for the amount as indicated and agreed to above, subject to the approval of the GMP by the University and The Maryland Board of Public Works (BPW). Said fees are in accordance with the contract Price Proposal dated ---
-----.

Article 4. Special Provisions

- A. Contractor has committed to a goal of twenty-five percent (25%) Minority Business Enterprise (MBE) participation under this contract, and hereby agrees to submit to the University with final GMP submission, for approval and attachment to this Contract prior to the start of construction, the required MBE support documentation as referenced in RFP No. ----- for each subcontractor and/or supplier that will be utilized to meet the MBE participation goals.
- B. Contractor shall coordinate all work with and shall contact Mr./Ms. -----, University Project Manager at (301) 405-----, five (5) working days prior to starting any work.

Article 5. Manner of Payment -- The Owner shall make payment on account of the contract price as follows:

- A. Pre-Construction Services: Fee shall be billed based upon work accomplished over the scheduled duration of the design phase of the project, on or about 25th day of each month.
- B. Construction Phase Services (Payment to Contractor for Trade Contracts and Suppliers): On or about the **25th** day of each month **95%** of the value, based on the Contract prices, of labor and materials incorporated in the project and of materials suitably stored at the site thereof up to the **23rd** day of that month, as estimated by the Owner, less the aggregate of previous payments; and upon substantial

completion of the entire project, a sum sufficient to increase the total payment to 100% of the Contract price.

- C. Payments for Construction Phase CM Fee and General Conditions will be processed as outlined in Section V and VI of RFP No. -----

Contractors Federal Tax Identification No. _____

Invoices should be prepared in triplicate in the name of the University of Maryland University College, and should indicate thereon the Contractor's Federal Employers Tax Identification Number or (if he has no such number) his Social Security Number, the contract and project numbers, and bear the following certification.

I/We certify that we have made payments from proceeds of prior payment, and/or that we will make payments from proceeds of the progress or final payment now due, to subcontractors and suppliers within ten (10) calendar days of having received payment from the University/State as required by the contractual arrangement with the University.

The Contractor (or authorized representative) shall sign the original invoice only, indicating the title of the signer, and mail to:

University of Maryland University College
Finance Department
Accounts Payable UC-206
3501 University Blvd. East
Adelphi, MD 20783

Article 6. Acceptance and Final Payment -- Final payment to be due 30 days after substantial completion of the project, but not until the project has been fully completed and the Contract fully performed. Upon receipt of written notice that the project is ready for final inspection and acceptance, said Owner shall promptly inspect the same. When he finds the work and materials acceptable under the Contract and the Contract fully performed, and upon receipt of evidence satisfactory to him that all payrolls, material bills and other indebtedness connected with the project have been paid, said Owner shall promptly issue a final certificate signed by him. Said certificate shall state that the Contract has been fully performed according to its terms and that the work performed and materials furnished thereunder have been accepted by the Owner as being in accordance with the Contract; and shall set forth the balance found by said Owner to be due and payable to the Contractor.

If after the project has been substantially completed, full completion is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Contract, pay the balance due for that portion of work fully completed and accepted.

The terms and conditions of such certification shall be the same as those for final payment, above set forth, but payment pursuant thereto shall not constitute a waiver of claims.

(Note: Just reminder that the signature line below cannot be alone by itself – delete this line when you done with contract)

Fill out Company Name
City, State & Zip Code

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

Contractor

Owner

Signature

Signature

Print or Type Name

Print or Type Name

Title

Title

Date: _____

Date: _____

Approved By Board of Public Works: Item No. _____ Date _____

Budgetary Data: Req. No. ----- F.R.S. -----

Title: Facilities Management

CONTRACT 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 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: _____

(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.

C. CERTAIN AFFIRMATIONS VALID

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

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

Date: _____

By: _____
(Authorized Representative and Affiant)

PERFORMANCE BOND

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

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 cosureties, 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 thereunder 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 extensions 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 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 change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

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

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

<i>In Presence of Witness</i>	<i>Individual Principal</i>	
	<i>as to</i>	<i>(SEAL)</i>
<i>In Presence of Witness</i>	<i>Co-Partnership Principal</i>	
 <i>(Name of Co-Partnership)</i>	<i>(SEAL)</i>
	<i>as to By:</i>	<i>(SEAL)</i>
	<i>as to</i>	<i>(SEAL)</i>
	<i>as to</i>	<i>(SEAL)</i>
	<i>Corporate Principal</i>	
<i>Attest:</i> <i>(Name of Corporation)</i>	
..... <i>Corporate Secretary</i>	<i>By:</i> <i>President</i>	<i>AFFIX CORPORATE SEAL</i>

	<i>(Surety)</i>	
<i>Attest:</i>	<i>(SEAL) By:</i>	<i>AFFIX CORPORATE SEAL</i>
	<i>Title:</i>	
<i>Signature</i>		
<i>Bonding Agent's Name:</i>	<i>(Business Address of Surety)</i>	
<i>Agent's Address:</i>		
<i>(Contractor shall fill in all blank spaces above this line)</i>	<i>Approved as to legal form and sufficiency</i>	
	<i>this . . . day of</i>	<i>.. 20</i>

.....
Asst. Attorney General

In Presence of Witness *Individual Principal*

as to *(SEAL)*

In Presence of Witness *Co-Partnership Principal*

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

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

. *as to* *(SEAL)*

..... *as to* *(SEAL)*

Corporate Principal

Attest:
(Name of Corporation)

..... *as to* *By:*..... *AFFIX*
CORPORATE
SEAL
Corporate Secretary *President*

(Surety)

Attest: *(SEAL)* *By:* . *AFFIX*
CORPORATE
SEAL

Title: . .

Signature

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

Agent's Address.....

(Contractor shall fill in all blank spaces above this line) *Approved as to legal form and sufficiency*

this *day of.* *20*

.....
Asst. Attorney General