

Exhibit 1

The services provided below describe an overview of work that shall be performed by the Construction Management at Risk (CMAR) contractor. Note: The dates may have changed or are subject to change, the dates are approximate dates.

1. Preconstruction Phase (Phase 1)

Phase (Phase 1), which includes the preparation and submission of a Guaranteed Maximum Price (GMP) Proposal. It will be the responsibility of the CM at Risk to integrate the design and construction phases. Utilizing skills and knowledge of general contracting, the CMAR will develop schedules, prepare Project construction estimates, present constructability reviews, study labor conditions, and, in any other way deemed necessary, strive for Project delivery that is timely, cost effective and within required quality standards set by the College.

1.1 Preconstruction obligations:

The selected CM at Risk shall provide preconstruction services for the Project inclusive of design phase review services. At the conclusion of this phase, the CM at Risk shall submit an acceptable Guaranteed Maximum Price (GMP) Proposal for the Project.

The contract for design services for the full development of the Project to 100% Construction Documents is for a total of seven (7) months after issuance of the Notice to Proceed to the CM at Risk. The seven (7) months includes the development of multiple packages to support multiple GMP's necessary to allow for abatement, demolition, site improvements and construction to commence on February 25, 2020 or shortly thereafter.

This schedule includes time for multiple GMP's to be developed concurrent with the development of multiple Construction Document packages allowing for the work to proceed without interruption during the development of the FINAL 100% Construction Documents for the CM at Risk to prepare a FINAL GMP Proposal. (Note: Quantity of months noted above assume a NTP on or before February 25, 2020 with design services being completed August / September 2020, subject to Change at the College's sole discretion)

Multiple Construction Documentation packages will be needed to allow for the construction to commence and not be interrupted. These construction packages include, but are not limited to, the following:

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| Package 1 | Interior Hazardous Materials Abatement and Interior Demolition |
| Package 2 | Generator Yard and Infrastructure including a New Circulation Pathway between Center for Performing Arts and Marlboro Hall |
| Package 3 | Site Utilities |

- Package 4 Exterior Hazardous Materials Abatement and Exterior Demolition
- Package 5 New Addition Foundation and Structure
- Package 6 Renovation and Addition

The CM at Risk will perform ongoing value engineering analysis and constructability reviews. The CM at Risk is responsible to assume a leadership role and provide the resources during the Preconstruction Phase which may be required to ensure the Project budget and schedule remains on target.

The CM at Risk will review the construction bid documents during design phases to ensure completeness for subcontract trade bid packages.

1.2 Other Preconstruction Requirements:

1.2.1 Value Engineering.

There shall be a major value-engineering study at 100% design development. As part of this study, the CM shall develop value engineering concepts for consideration at a study session to be held with the design team. It is anticipated that the A/E will be concurrently conducting a similar activity to also be discussed at the study session. Written concept designs and cost studies/estimates shall be produced and submitted to the College within two (2) weeks of the study session. Then, a written pro/con evaluation of the cost studies shall be provided to the College within two (2) weeks after submission of the cost studies. Finally, the CM at Risk shall formally present the study and submit the value engineering study document inclusive of a summary of value engineering items, applicable cost savings, selected items and their corresponding cost savings.

1.2.2 Project Review/Meeting.

The CM at Risk shall meet regularly with the College, A/E, and other design team members to review the program, the design documents, the Project scope, and all other pertinent aspects of the Project. 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. The schedule for design meetings will be in accordance with the A/E's Project schedule.

The CM at Risk shall also develop project management and coordination procedures, in cooperation with the College, for the Project.

1.2.3 Consultation During Project Development.

The CM at Risk shall attend regularly scheduled meetings, including mandatory referral meetings and community engagement meetings, with the A/E during the development of the design to advise the A/E on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment. The CM at Risk shall also provide recommendations on construction feasibility.

1.2.4 Schedule.

The CM at Risk is to establish a detailed, critical path method (CPM) schedule for use during the Preconstruction Phase in consultation with the College and the A/E. The CM at Risk shall within fifteen (15) days after having received written notice to proceed, provide the College with the format for the CPM schedule for the Preconstruction and Construction Phases of the Project. The College will review this schedule for compliance with overall Project completion requirements relative to the College's occupancy needs.

The CM at Risk is responsible to monitor this schedule during the Preconstruction Phase to ensure the Project meets predetermined schedule milestones. Unless otherwise agreed upon by the College, the duration of each schedule activity shall be twenty-one (21) calendar days or less. The CM at Risk shall advise the College of any deficiencies in adhering to this schedule by any party. The CM at Risk should detail the Project schedule sufficiently 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. Schedules are due to the College no later than five (5) business days from each design or value engineering submission.

This CPM schedule shall include a projection of all Preconstruction and Construction Phase activities to include CM at Risk staff loading throughout the Preconstruction and Construction Phases of the Project. The Project Team will use the developed and approved CPM schedule throughout the design and construction of this Project.

The CM at Risk shall utilize a College approved computer based software scheduling system to allow the CM at Risk to provide appropriately detailed Preconstruction and Construction Phase CPM schedules. Scheduling software shall allow for integration of all aspects of the design/construction processes and provide for coordination of all Work. The scheduling software shall be capable of producing and coordinating logic developed network diagrams, PERT charts, and Gantt chart format reports.

1.2.5 Construction Cost Model/Estimates.

The CM at Risk shall develop and update a Project budget/cost model, independent from the A/E, at multiple intervals during the Preconstruction Phase of the Project. The base cost model format shall be developed and presented to the College within thirty (30) days after the CM at Risk Preconstruction Phase Notice to Proceed is issued. Due to the changing economic climate, all cost models are to be construction based, not data based. In other words, the CM at Risk is to develop estimates utilizing in-house capabilities and test estimates through pricing of trade work directly in the market place, rather than basing estimates on data retained in the CM at Risk files. The CM at Risk shall prepare the following:

- a full scale update of the cost model, to be provided within ten (10) working days after the submission of the 100% Design Development Documents for approval;
- a full scale update of the cost model, to be provided within ten (10) working days after the submission of the 50% Construction Documents for approval;

- A full scale update of the cost model, to be provided with ten (10) working days after the submission of the 75% Construction Document cost estimate prepared by the A/E; and
- A full scale update of the cost model to be provided within ten (10) working days after the submission of the 95% Construction Documents for approval.

The CM shall coordinate the format of the cost model with the Design Team's estimator, providing the same grouping of hard and soft costs in the same order so that both estimates can be compared and reconciled at each submission. Once accepted by the College, this format shall be used by the CM at Risk and the Design Team's estimator for all subsequent estimates.

Each cost model shall contain the base construction cost estimate in CSI format, including the cost estimate for proposed alternates, and CM at Risk General Conditions, fees, and GMP Contingency.

Project Construction Costs are identified elsewhere in the RFP. Ten percent (10%) of the trade package construction cost is expected to be identified as add alternates. The estimating for add alternates shall start as soon as alternates are identified and shall be complete and include the same level of detail and accuracy as the estimates for the base design at each design phase.

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.

In the event that the Probable Construction Costs exceed the Project Construction Costs, the CM at Risk, without additional compensation, shall, upon the College's direction, work in conjunction with the A/E to redesign the Project as necessary to maintain the Project Program and meet the Project Construction Costs. The Project Construction Costs are approximately **\$87,500,000**.

If the Probable Construction Costs as submitted at 50% Construction Documents exceeds the funds allocated by the College for construction of the Project, the CM at Risk shall, upon the College's direction:

- after consultation with the College, coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost, and shall repeat as necessary;
- 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; and

- analyze the A/E originally submitted Construction Documents and make recommendations to the College as to ways and methods to reduce the cost of constructing the Project to a sum which does not exceed the authorized appropriations.

Notwithstanding anything in the RFP to the contrary, the CM at Risk shall complete the work required for the cost reduction without additional compensation.

1.2.6 Guaranteed Maximum Price Proposal.

The CM at Risk will develop and submit to the College a GMP Proposal based on the 100% Construction Documents. If the GMP proposal deviates from the 100% Construction Documents, then the proposal shall include a detailed explanation of the deviations including their impact on the GMP and schedule. The GMP Proposal shall provide a breakdown of the estimated cost of each principal portion of the Work. The estimate shall be broken down by trades, and include the CM at Risk Construction Phase fee set forth in the CM at Risk's price proposal in response to the RFP, general conditions and CM at Risk's contingency and all other Project related costs, such as bonds, personnel payroll benefits, etc. The billing rates for the on-site personnel shall be as quoted by CM at Risk in the Price Proposal. The CM at Risk is to provide the GMP Proposal to the College within thirty (30) days of issuance of the 100% Construction Documents.

The CM at Risk will utilize the College approved Construction Documents as prepared by the A/E to invite and receive competitive bids on all trade packages and 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. The CM at Risk shall review the General Conditions Costs section of the RFP in detail before preparing the scope of work of each trade to ensure the trade packages are consistent with the requirements of that Section. The CM at Risk shall verify that the scopes of work do not include items covered under the CM General Conditions or CM fees.

All Pre-Construction phase printing and deliveries shall be included in the CM at Risk Pre-Construction fee. The method of delivery of documents to bidders shall be approved by the College to ensure a cost effective distribution of the Documents and Addenda.

The College takes an active role in the trade package scope review process, along with the Project's A/E team. All trade package scope review meetings must be coordinated with both the College's Project team and the A/E team's schedules. The CM at Risk must maintain an active bid package that can be shared with the College for the College's review.

The CM at Risk is required to provide coordinated drawings for all trade work for the

construction of that phase of the Project. All Offerors are advised to assume that the Construction Documents do not include this requirement; and, the College notes that this effort will be handled primarily by the CM at Risk in the Construction Phase by the BIM Coordinator under CM at Risk Staff Reimbursable Costs.

The CM at Risk is to conduct the following for all trade contracts: pre-bid meetings, post-bid meetings, and bid opening sessions. It is anticipated that a pre-bid meeting will be held for each trade package unless otherwise agreed to by the College. The CM at Risk is also to conduct a qualification process of all trade contractors to ensure that all bidders have the necessary expertise. The College will be attending all meetings pertaining to trade contracts. The College reserves the right, in an advisory capacity, to raise questions to the CM at Risk at any of these meetings. The location of the meetings must be held at the College campus and approved by the College prior to scheduling.

When issuing solicitations for trade contracts, the CM at Risk shall reach out to vendors identified at Prince George's County's MFD website at (TBD) for the bidding opportunities. Such results must be documented and provided to the College upon request.

The CM at Risk may reject all bids and re-bid the trade work or repackage the trade work activity. If the College rejects a trade contractor recommended by the CM at Risk in accordance with the General Conditions, the CM at Risk shall recommend an acceptable substitute at no additional cost to the College.

Any scope of Work proposed to be performed by the CM at Risk, its subsidiaries or affiliates, that is not included in the general conditions cost or Construction Phase fee shall be explicitly identified and submitted to the College a minimum of thirty (30) days prior to bidding of Trade Contracts. The CM at Risk shall provide a detailed description of the financial, ownership and other relationships with the related company. Submission of CM at Risk proposals to perform Work in such a manner after the College's acceptance of the Guaranteed Maximum Price Proposal is prohibited. The College has the unilateral right to reject a proposal to use a related company. The cost of the Work to be provided by a related company must be for a lump sum amount.

The CM at Risk detailed construction cost estimates in the GMP Proposal 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 Proposal. 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.

If the GMP Proposal, as originally submitted or adjusted, for the Project exceeds the funds authorized by the College for construction of the Project, the CM at Risk shall, at the College's direction:

after consultation with the College, coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost, and shall repeat as necessary;

develop and provide to the College a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost; and analyze the A/E originally submitted Construction Documents, as altered and redrafted, 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 the authorized appropriations.

2. Construction Phase (Phase 2)

If the GMP Proposal is accepted. The GMP shall include the CM at Risk's fixed fee for these services.

Upon approval of the Amendment of the Contract, the CM at Risk shall provide services as required to complete construction of the Project and to maintain the established GMP for the Project. During the Construction Phase, the Offeror will provide services and manage the Project, inclusive of the award and management of all trade contracts.

Other construction related services include but may not be limited to; 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 Project Team throughout the Construction Phase.

The Project will be "open book". The College may attend any and all meetings, and have access to review and copy any and all CM at Risk Project records.

Construction CM at Risk services with general conditions services being provided on a

not to exceed basis shall be completed within a total of twenty-eight (28) months after issuance of the Notice to Proceed Construction Activities. The College requires occupancy of the newly constructed facility within twenty-four (24) months or earlier from the issuance of the Notice to Proceed Construction Activities.

The College anticipates that the building will be complete and ready for coordination of the following milestone activities administered by the College, concurrent with CM at Risk's completion of the Project as follows:

Office of Information Technology (OIT): 4 months prior to Final Completion

Owner furnished furniture, fixtures and equipment (FFE)
Delivery and Installation: 4 months prior to Final Completion

OIT Equipment Installation: 3 months prior to final Completion

The College anticipates Substantial Completion and occupancy related milestones and Final Completion as follows:

Notice to Proceed Construction Activities: February 2020

Substantial Completion including
issuance of Use and Occupancy Permit: February 2022

Final Cleaning Completion: At Substantial Completion

Faculty and staff move-in: August 1, 2022

Final Completion of the NEW
Marlboro Hall Building: Not more than (28) months
following the Notice to Proceed but
prior to the 2022-2023 Academic
School Year Fall Semester.

NEW Marlboro Hall Building to open
for classes: Fall Semester 2022-2023 Academic
School Year

2.1 Consultation During Continuing Project Development.

Upon acceptance of the GMP Proposal, the CM at Risk shall continue to advise and assist the College and A/E during any continuing design activities required in the Project. Costs associated with any design activity shall be reimbursed if subsequent changes result in a change to the GMP, or not reimbursed if determined the activity is a result of required coordination of Work for the Project.

2.2 Project Construction Costs.

The CM at Risk recognizes that the College has limited funds for the construction of the Project. The College's Project Construction Costs limit are approximately **\$87,500,000**. This amount, as noted on the Price Proposal, is inclusive of the CM at Risk on-site staff reimbursable costs, a General Conditions not to exceed costs as quoted by the CM at Risk inclusive of the testing and inspection requirements, CM at Risk Construction Phase Fee, and CM-GMP contingency, but excluding the A/E fee. 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.

The College anticipates receiving construction funding from the State and the County appropriating authorities over multiple fiscal years. If the College fails to receive an appropriation from the State or the County in a particular fiscal year, the College reserves the right to unilaterally terminate the contract. The College will reimburse the CM at Risk for all Work completed prior to termination, but will not pay any anticipatory profits.

2.3 Project Schedule.

After acceptance of the GMP Proposal and the proposed project schedule, and issuance of a Contract Amendment to the CM at Risk for the Construction Phase of the Project, and within fifteen (15) days of written Notice to Proceed Construction Activities, the CM at Risk shall submit a preliminary critical path method (CPM) schedule consistent with the timeframes submitted during the Preconstruction Phase.

The CM at Risk shall provide the construction phase CPM schedule through the use of a computer based software scheduling system. The scheduling software used by the CM at Risk shall be capable of producing and coordinating logic developed network diagrams, Pert charts and Gantt chart format reports; allow for integration of all aspects of the Project; and provide for coordination of all work.

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. The schedule shall be cost loaded, the sum of which will total 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 punchlist 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 Gantt form.

Upon completion of the Pert and Gantt diagrams, the CM at Risk shall prepare a printout to be reviewed with the Project team. 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 printout prepared for a subsequent review with the Project team. This procedure shall be repeated, if necessary, to provide a plan and schedule to meet College requirements for occupancy.

Within thirty (30) days of Notice to Proceed Construction Activities, the final CPM schedule shall be submitted to the College for review and approval. This working schedule 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, this schedule shall become the working plan and schedule for the Project and the information shall be provided to the CM at Risk for distribution the Project Team inclusive of all trade contractors.

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 detail for the entire Project. The form to be used shall be approved by the College and shall be submitted with the monthly invoice.

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.

It is the CM at Risk's responsibility to meet the required construction completion date. If the CM at Risk discovers that action must be taken in order to meet this contractual responsibility, all costs associated with any appropriate action are the responsibility of the CM at Risk 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 any resulting work prior to taking any action which has a cost impact. All change order work shall be governed by the Montgomery College General Conditions as supplemented by the provisions of the RFP. Notwithstanding anything in the General Conditions, the provisions shall apply only to work to be performed in the Construction Phase, unless stated otherwise in the Contract.

2.4 Date of Completion.

The work and services under the Contract shall be phased and scheduled for the time period necessary to complete the Project within (28) months from the Notice to Proceed Construction Activities to FINAL COMPLETION. Time is of the essence.

2.5 Trade Contracts and Suppliers.

Those portions of the Work that the CM at Risk does not customarily perform with its own personnel shall be performed under trade contracts or by other appropriate agreements with the CM at Risk. The College may designate specific persons from whom, or entities from which, the CM at Risk shall obtain bids. The CM at Risk shall obtain bids from Trade Contractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the College. The College shall then determine, with the advice of the CM at Risk, which bids will be accepted.

Trade Contracts or other agreements shall conform to the applicable payment provisions of the Contract, and shall not be awarded on the basis of cost plus a fee without the prior consent of the College. If the Trade Contract is awarded on a cost plus fee basis, the CM at Risk shall provide in the Trade Contract for the College to receive the same audit rights with regard to the Trade Contractor as the College receives with regard to the CM at Risk.

The CM at Risk will require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, and MBE participation, by submission of letters of intent, copies of purchase orders, etc. All contract documents between the CM at Risk and the Trade Contractors are to be made available for review and copying by the College as requested.

Any change to the Trade Contractors submitted in the GMP, if any, must be approved by the College. The CM at Risk shall submit a detailed explanation and justification explaining why the new Trade Contractor proposed provides a benefit to the Project and the College. Any changes to the MBE documentation must be included with the justification.

The CM at Risk shall submit copies of contracts signed with Trade Contractors to the College within thirty (30) calendar days from execution.

The CM at Risk will be allowed to use savings from Trade Contract buyouts to cover Trade Contract overruns. The CM at Risk shall submit the total buyout savings proposal to the College as soon as practical but not later than 45 days from the date the last GMP Trade Contractor associated with building construction is awarded. Savings generated by Trade Contractor buyouts will revert to the College and the CM at Risk as previously noted under "GMP Savings" in this section. Until the CM at Risk submits its buyout savings proposal, it shall advise the College monthly its estimate of what will be the proposed final buyout savings.

Prior to providing an application for payment, the CM at Risk shall certify in writing that the CM at Risk has made payment from proceeds of prior payments, and that the CM at Risk will make timely payments from proceeds of the current application for payment then due the CM at Risk to Trade Contractors and suppliers in accordance with contractual arrangements with them.

CM at Risk agrees that they are fully responsible to the College and Prince George's County, Maryland for any acts and omissions of their Trade Contractors and of persons directly or indirectly employed by them. Nothing contained in these Contract Documents shall create any contractual relationship between any Trade Contractor and the College and Prince George's County, Maryland.

2.6 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 engaged by the College 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 its Work with theirs. If the work performed by the separate contractor engaged by the College is defective or performed as to prevent the CM at Risk from carrying out its Work according to the plans and specifications, the CM at Risk shall immediately notify the A/E and the College upon discovering such conditions.

2.7 Web-Based Photographic Documentation.

Project Camera: Provide a fixed exterior camera installation, mounted to provide unobstructed view of construction site from locations approved by College.

Provide two fixed-location cameras, with the following characteristics:

- a. Remotely controllable view with mouse-click user navigation for horizontal pan, vertical tile, and optical zoom of 500 percent minimum.
- b. Capable of producing a minimum 6 megapixel pictures.
- c. Wide-angle lens with a 78° horizontal field of view.
- d. Solar powered stations with specialized mounting hardware for non-penetrating roof mounts.
- e. Provide power supply, active high-speed data connection to service provider's network, and static public IP address for each camera.

Wireless Hand-Held Camera: Provide portable camera system capable of producing images complying with requirements in this Section, with wireless transmission to service provider's network enabling a live image stream viewable by multiple parties.

- a. Provide battery charger, spare battery pack, base station hub, and base station connections in a number and distribution adequate to enable wireless camera operation throughout Project site.
- b. Provide power supply, active high-speed data connection to service provider's network, and static public IP address at base station hub. Provide power supply, conduit, and data wiring between base station hub and base station connections.

Web-Based Image Access: Password-protected access for Project team administered by Contractor, with current image access and archival image access by date and time, with images downloadable to viewer's device.

- a. Provide public viewer open access to most recent Project camera images.

2.8 Project Hotline.

The College requires the CM at Risk to establish a "Project Hotline" at the inception of construction activities. The "Hotline" shall be a local number, operated and maintained

by the CM at Risk for the duration of construction activities. The purpose of the “Hotline” is provide the local community a reasonable means by which they can communicate concerns or issues about the project directly to the Project Team. The expectation is for the “Hotline” to be regularly answered by a person between the hours of 6:00 am and 10:00 pm, and answered by a voicemail system during the overnight hours. All calls are to be logged and reported to the Project Team during the monthly Owner’s meeting. The costs for this service is to be included in GMP as a General Conditions Non-Personnel Reimbursable Expense.

2.9 Minimum Safety Requirements.

The CM at Risk shall develop and implement a Project safety program in accordance with the College General Conditions of the Contract and applicable regulations. CM at Risk shall provide a safe and healthful environment for its employees and agents as well as the College’s representatives and agents.

The CM at Risk shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. CM at Risk shall comply, and shall secure compliance by its employees, agents, and 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 College facility rules and regulations.

CM at Risk shall submit to the College a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. CM at Risk shall effectively execute the program elements and maintain the job site in a safe and healthful manner.

Report all injuries, illnesses, and work related incidents to the College immediately but no later than the next business day after the incident. CM at Risk shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident.

CM at Risk shall report to the College any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the College as soon as possible and no later than the next business day. The College expects verbal notification of all inspections well as a subsequent written report detailing the inspection.

By the fifth working day of each month, CM at Risk shall prepare a Monthly Safety Summary detailing activities, events, and accident statistics and submit this report to the College. The CM at Risk 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. The College reserves the right to audit CM at Risk safety and health related records and statistical information at any time.

2.10 Show Drawing Review and Processing.

The CM at Risk shall develop and implement a system for review, acceptance or

rejection, and processing of all shop drawings/submittals. The CM at Risk shall review this system with the College and obtain the College's approval prior to implementation.

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.

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. Allow a minimal review period of approximately three (3) weeks per submittal.

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. The CM at Risk shall develop and submit a shop drawing/submittal aging report to the College's Project Manager at each regularly scheduled progress meeting. The CM at Risk shall provide coordinated drawings as required per the Construction Documents.

2.11 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. Maintain these records in hardcopy and electronic format. The CM at Risk shall provide the necessary hardware and software to access and use the electronic materials while on-site.

2.12 Contract Acceptance Phases Services.

At the appropriate time, the CM at Risk is required to provide a Project Close Out Engineer to handle Project close out activities which include punch list, scheduling of the required demonstrations, and testing.

The CM at Risk is to work closely with the College's Project Manager as to the procedures and schedule for Contract Close Out and the contractual obligations therein. The CM at Risk is responsible for compliance with all Contract Close Out items per the Contract Documents.

Complete the requirements of this phase within the duration required by the Contract Documents.

Provide schedules for and management of required activities during this phase.

The CM at Risk shall complete the punchlist work and notify the College and A/E the Project is ready for final inspection within eight (8) weeks after the date of substantial completion. Comply with the requirements of the Contract Documents for final inspection and completion.

Participate in completion of commissioning activities:

- Within 30 days after the date of substantial completion, provide hard copies of

the as-built documents and the as-built BIM model to the College and the Architect.

- Demobilize trailers and other temporary facilities before or after substantial completion as coordinated with the College, restore the site per the Contract Documents, and settle and pay final utility bills.

Coordinate all acceptance phase activities with the College's occupancy activities, which may include keying, access control activation, room signage, furniture delivery and installation, equipment delivery, occupant move-in, and other activities.

The CM at Risk shall obtain data from Trade Contractors and maintain a current set of record drawings, specifications and operating manuals. 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.

Submit these O&M manuals to the College Project Manager who will coordinate with the College's Campus Facilities Department for review prior to the equipment demonstration. At the completion of the Project, and before final payment, the CM at Risk shall deliver all such records to the College in a paper and electronic format as specified by the College along with completion set of as-built drawings for incorporation by the A/E into the record documents.