



Request for Proposal #04-17

Parking Garage Façade Improvements

Bid Posted: 08/17/2017

Pre-Bid Meeting: 08/25/2017 @ 10:00 a.m.
Government Office Bldg.
125 N. Division St., Room 306
Salisbury, MD 21801

Last Day for Questions: 09/1/2017 @ 12:00 p.m.

Bid Opening: 09/15/2017 @ 2:30 p.m.
Government Office Bldg.
125 N. Division St., Room 104
Salisbury, MD 21801

City of Salisbury Procurement Department
125 N. Division St., Room 104 Salisbury, MD 21801
PH: 410-548-3190 FX: 410-548-3192
Salisbury, MD 21801
www.salisbury.md

ADVERTISEMENT

CITY OF SALISBURY

RFP 04-17

Parking Garage Façade Improvements

The City of Salisbury is seeking proposals from qualified and experienced Construction Management at Risk firms to provide consulting services to assist the City of Salisbury in the design and construction of improvements to the City of Salisbury Parking Garage.

Proposal documents for RFP 04-17 may be obtained from the City of Salisbury Department of Procurement, Room 104, Government Office Building, 125 N. Division Street, Salisbury, Maryland 21801, by calling 410-548-3190, during normal business hours, or via our website, www.ci.salisbury.md ; Information Center; Bids & RFPs. Vendors are responsible for checking this website for addenda prior to submitting their bids. The City of Salisbury is not responsible for the content of any Proposal Document received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the Completed Proposal Documents.

A Pre-Proposal Meeting will be held on Friday, August 25th, 2017 at 10:00 A.M. (local time) in Room 306 of the Government Office building, address listed above. Attendance is not mandatory but highly recommended.

Questions are due no later than Friday, September 1st, 2017 at 12:00 p.m. (local time), at the above location. No further questions will be accepted after this date. All questions will be written and can be faxed, mailed, hand delivered, or emailed to Michael Lowe, Senior Buyer-Department of Procurement, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at mlope@salisbury.md.

Sealed Proposal Documents are due in the Office of the Director of Procurement, address above, Room 104, on Friday, September 15th, 2017 at 2:30 p.m. (local time), at which time and place they will be publicly opened and only the names of vendors read aloud. No late Completed Proposal Documents ("CPD") will be accepted; late CPD's will be returned unopened.

Jennifer L. Miller
Director of Procurement
City of Salisbury, Maryland

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SECTION I: INTRODUCTION

1. PURPOSE

A. The City of Salisbury is seeking proposals from qualified and experienced Construction Management at Risk firms to provide consulting services to assist the City of Salisbury in the design and construction of improvements to the City of Salisbury Parking Garage .

2. CLARIFICATION OF TERMS

A. Professional firms or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

3. QUESTIONS AND INQUIRIES

A. Questions regarding the Proposal Documents or procedures should be referred to Michael Lowe, Senior Buyer-Department of Procurement, 125 N. Division Street, Room 104, Salisbury Maryland 21801, during normal business hours, or by fax at 410-548-3192, or by email at mlowe@salisbury.md .

B. Copies of the Proposal Documents are available in the Office of the Director of Procurement, 125 North Division Street, Room 104, Salisbury, Maryland 21801 or by calling (410) 548-3190 during normal business hours, or via our web site, www.ci.salisbury.md; Information Center; BIDS & RFPs.

4. FILLING OUT PROPOSAL DOCUMENTS

A. Use only forms supplied by the City of Salisbury ("City").

B. Submit one unbound original and three (3) bound copies of completed Proposal Documents.

C. Proposals should be tab-sequenced as follows: (1) Cover letter, (2) Scope of Services/Project Understanding/ Project Approach/ Time Schedule, (3) Qualifications/ Standard Form 330, (4) Form of Proposal and signed addenda.

D. All blanks on the Proposal Documents will need to be filled in electronically or manually in ink.

E. Where so indicated by the make up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.

F. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.

G. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.

H. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.

I. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the City.

5. SUBMISSION OF PROPOSAL DOCUMENTS

A. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Director of Procurement and will be identified with the project name and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.

B. Proposal Documents will be deposited at the designated location prior to the time and date for receipt of Proposal Documents as indicated in the Advertisement or Request for Proposal, or any extension made by Addendum. Proposal Documents received after the time and date for receipt will be returned unopened.

C. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Proposal Documents reach the Office of Director of Procurement prior to the local time and date specified for receipt of Proposal Documents. The City will NOT BE RESPONSIBLE for any Proposal Document delayed in the postal or other delivery service nor any late Proposal Document, amendment, or request for withdrawal of Proposal Document, received after the Proposal Document submission date.

D. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.

E. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.

G. All Vendor-submitted Proposal Documents will be valid for a minimum of ninety (90) days from the date of Proposal Document opening.

6. OPENING OF PROPOSAL DOCUMENTS

A. Proposal Documents received on time will be opened publicly and only the vendor's names will be read aloud for the record.

B. The Contract will be awarded or all Proposal Documents will be rejected within ninety (90) days from the date of the Proposal Document opening.

7. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS

A. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Proposal Documents, provided the proposal price is reasonable, does not exceed the funds available, and it is in the best interest of the City to accept it. The City reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the City for any debt or contract.

B. In determining a Vendor's RESPONSIBILITY, the City may consider the following qualifications, in addition to price:

1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
2. Character, integrity, reputation, experience, and efficiency;
3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
4. Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Vendor's employment practices;
5. Evidence of adequate insurance to comply with Contract terms and conditions;
6. Statement of current work load and capacity;
7. Explanation of methods to be used in fulfilling the Contract;
8. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to perform the Services; such evidence to be supplied within a specified time and to the satisfaction of the City.

C. In determining a Vendor's RESPONSIVENESS, the City will consider whether the Proposal Documents conform in all material respects to the Request for Proposal. The City reserves the right to waive any irregularities that may be in its best interest to do so.

D. The City will have the right to reject any and all Proposal Documents, where applicable, to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Proposal Security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City will have the right to award the Contract in its own best interests.

8. NOTICE TO VENDORS

A. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

END OF SECTION

SECTION II: GENERAL INFORMATION

1. ECONOMY OF PROPOSAL

A. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

2. RESPONSIBILITIES OF THE VENDOR

A. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other services furnished in the Proposal Documents. The Vendor will perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.

B. Neither the City's review, approval or acceptance of, nor payment for, any of the services required under the Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the City in accordance with applicable law for all damages to the City caused by the Vendor's negligent performance of any of the services furnished under the Contract.

C. The rights of the City provided for under the Contract are in addition to any rights and remedies provided by law.

3. PROPRIETARY INFORMATION OR TRADE SECRETS

A. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The City reserves the right to ask for additional clarification prior to establishing protection.

4. OWNERSHIP OF MATERIALS

A. Ownership of all material and documentation originated and prepared pursuant to the Proposal Documents will belong exclusively to the City and is subject to public inspection in accordance with the Public Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Public Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.A.

B. All data collected, or developed, during the course of the project will be delivered to the City of Salisbury prior to the completion of the project. This data will be delivered both in its native format and in any format to which it has been transformed.

1. Geospatial data is data or information that identifies the geographic location of features and boundaries of either natural or constructed features. Spatial data is usually stored as coordinates and topology, and is data that can be mapped.

2. Tabular data (GIS) is descriptive information, usually alphanumeric, that is stored in rows and columns in a data base and can be linked to spatial data.

3. All spatial and related tabular data that is collected or developed during the course of a project will be considered the property of the City of Salisbury. A listing of all spatial and related tabular data that is expected to be collected or produced during the course of the project will be included in the Successful Vendor's contract deliverables. If the scope of this data increases or decreases, it is the responsibility of the Vendor to notify and receive written confirmation from the City of Salisbury. This data will be delivered to the City of Salisbury prior to the final invoice of any project unless this requirement has been waived. This data will be delivered in both its native format and in any format to which it has been transformed. For example: if a survey is conducted of an area and that data is then used to construct a CAD drawing or a GIS layer, The original survey data will be delivered in COGO format, The CAD data will be delivered in .dwg files and the GIS layer will be delivered in either .shp files or a geodatabase format.

5. CONTRACT AWARD

A. A written award by the City to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the City will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fifteen (15) working days of receipt of the Contract.

B. Proposal Documents and Contracts issued by the City will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all Federal, State, and Municipal laws, rules, regulations, and limitations.

C. City personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.

D. The City reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable, and professionally competent to provide the required services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.

E. The City may award in whole or in part to multiple vendors.

6. AUDIT

A. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The City, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

7. KEY PERSONNEL

A. The personnel named in the technical Proposal Document will remain responsible throughout the period of the awarded Contract. No replacement may be made without

submission of a resume of the proposed replacement with final approval being granted by the Director Procurement.

8. NONPERFORMANCE

A. The City reserves the right to inspect all operations and to withhold payment for any Services not performed or not performed in accordance with the specifications in this Proposal Document. Errors, omissions, or mistakes in performance will be corrected at no cost to the City. Failure to do so will be cause for withholding of payment for that Service. In addition, if deficiencies are not corrected in a timely manner, the City may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

9. ASSIGNMENT

A. Successful Vendor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without City's prior written approval.
B. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Vendor will thereupon cease and terminate.

10. MODIFICATION OR WITHDRAWAL OF PROPOSAL

A. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

11. DEFAULT

A. The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the City for cost to the City in excess of the defaulted Contract price.

12. COLLUSION/FINANCIAL BENEFIT

A. The Vendor certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
B. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the City, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council, has received or has been promised, directly or indirectly, any financial benefit related to this Contract.

13. TAX EXEMPTION

A. The City is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the City. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the City.

14. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

A. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.

B. The successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

15. INDEMNITY

A. The Successful Vendor agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Vendor's operations under the Contract, whether such operations be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by either the Vendor or subcontractor.

B. Vendor further agrees to furnish adequate protection against damage(s) as a result of the Vendor's and Vendor's subcontractors' negligence in providing the Services under this Contract.

16. STATUS OF VENDOR

A. The Vendor will be responsible to the City for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Services under the Contract or other arrangement with the Vendor.

B. It is understood that the relationship of Vendor to the City will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the City, or (2) create any partnership, joint venture, or other association between the City and the Vendor.

17. APPLICABLE LAWS

A. Vendor will observe and comply with all applicable Federal, State, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

18. SUSPENSION OR TERMINATION FOR CONVENIENCE

- A. The City will have the right, at any time by written notice, for its convenience, to suspend the Services under the Contract for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the Services without invalidating the provisions of the Contract.
- B. The City will have the right, at any time by written notice, for its convenience, to terminate the Services in whole or in part.
- C. Any notice issued pursuant to Sections 18.A and/or 18.B will state the extent and effective date of such notice. Except as otherwise directed, the Vendor will stop Services on the date of receipt of the Notice of Termination or other date specified in the notice; nor place further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the Services not terminated.
- D. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Services actually furnished pursuant to the Contract to the satisfaction of the City and for which no previous invoice was submitted to the City.
- E. In the event of a termination, pursuant to Section 18.B, the City will pay the Vendor's expenses verified by final invoice as set forth in Section 18.D for the following:
 - 1. Completed and acceptable Services executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Services;
 - 2. Expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit.
- F. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Services not completed prior to the date of termination of the Contract.

19. CONTRACT CHANGES

- A. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the Director of Procurement (and the City Council, if required), prior to additional Services being initiated. Extra Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the City.
- B. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Director of Procurement (with City Council approval, if required) will be honored or valid.
- C. If any Change Order in the Services results in a reduction in the Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Services that are eliminated.

D. No inspection, or any failure to inspect, at any time or place, will relieve the Vendor from its obligation to perform all the Services strictly in accordance with the requirements of the specifications of the Contract. The City's Project Representatives (construction inspectors) are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of Services, nor to issue instruction contrary to the drawings and specifications of the Contract.

20. ADDENDUM

A. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Director of Procurement, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Proposal Documents.

B. Any and all interpretations, corrections, revisions, and amendments will be issued by the Department of Internal Services-Procurement Division to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any City employee that materially change any portion of the Proposal Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.

C. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.

D. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the City intends to issue an amendment reflecting an oral statement made by any employee, contact Jennifer Miller, Director of Procurement, at 410-548-3190 during normal business hours.

E. The Director of Procurement, reserves the right to postpone the Proposal Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

21. DEBARMENT

A. By submitting the proposal, the vendor warrants and certifies that he is eligible to submit a proposal because he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department agency.

22. PERFORMANCE BOND and PAYMENT BOND

A. The Contractor or to whom the contract is awarded shall furnish a Performance Bond and a Labor and Materials Payment Bond in a form and by a surety company approved by the City of Salisbury. The amount of the bond shall be one hundred percent (100%) of the

contract price after the amended Guaranteed Maximum Price has been established. Bonds shall be made payable to the City of Salisbury. AIA Performance and Payment Bond forms are acceptable. The surety bond shall be in effect for the longest statute of limitations applicable to such surety agreement under Maryland law.

23. GUARANTEE AND MAINTENANCE BOND

A. Maintenance Bond:

1. Unless otherwise specified in the Contract, the Contractor must post a Maintenance Bond, or the City will retain a percentage of the Contract cost for the maintenance warranty period;
2. Contractor may post a Maintenance Bond for 5% of the Contract amount in lieu of a retained percentage during the guarantee period;
3. When retained percentage is held for surety the guarantee period will begin after final acceptance by the City and notification from the Contractor that no Maintenance Bond will be posted.
4. It will be the Contractor's responsibility to repair all items found unacceptable during the guarantee period, even if the Maintenance Bond expires before repairs are completed.

B. Repair items which are discovered during the guarantee period but are not repaired satisfactorily by the Contractor may be done by the City or the City's agent.

C. The cost of any Work required by the repairs, performed by the City or its agent will be charged to the Contractor's retained percentage or Maintenance Bond.

D. Unless otherwise specified guarantee period will last for two years from date of Final Acceptance and City's release of Retainage or receipt of Maintenance Bond.

E. In addition to any other guarantee obligation contained herein, the Contractor will be responsible for any settlement caused by improper compaction, backfill, or other project related Work and for any damage caused by such settlement during the full length of the guarantee period.

24. INSURANCE REQUIREMENTS

A. Unless otherwise required by Special Conditions for the Proposal Documents, if a Contract is awarded, the Successful Vendor will be required to purchase and maintain during the life of the Contract the following types and amounts of insurance (at minimum).

1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$3,000,000 (Three million dollars) aggregate for bodily injury and property damage.
2. Professional Liability Coverage (errors and omissions): \$1,000,000 (one million dollars) per occurrence and \$3,000,000 (three million dollars) aggregate minimum.
3. Commercial Automobile: \$1,000,000 (one million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
4. The Vendors will provide the City with certificates of insurance evidencing the coverage required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor must provide certificates of insurance before commencing Services in conjunction with the Contract.

- a. ON ALL LIABILITY INSURANCE POLICIES, CITY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY WILL INDICATE SUCH COVERAGE.
- b. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE VENDOR IN THE AWARDED CONTRACT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.
- c. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The City reserves the right to require higher limits on any Contract. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Director of Procurement at the address listed in solicitation. The Vendor agrees to be responsible for, indemnify, defend, and hold harmless the City, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the Contract including, but not limited to, claims under the Worker's Compensation Act.

END OF SECTION

SECTION III: GENERAL CONDITIONS

1. OUTLINE SPECIFICATIONS

A. Some sections of the Contract specifications have been written in outline form to facilitate reading and locating information. Only key words, product designations and phrases have been used. Contractors will resolve any questions arising from the outline form specifications prior to submitting a Bid Document. By its Bid Document submission, the Contractor agrees to accept the City Engineer's interpretation of the specifications in case of discrepancy or misunderstanding.

2. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

A. Definition of Contractor - hereinafter "Contractor" will refer to any Contractor currently under contract with the City, or any Contractor or person performing construction to City utilities, roadways, etc. or other appurtenances owned and/or maintained by the City, for which no contract has been awarded by the City.

B. Responsibility for Damage Claims - Contractor will indemnify and save harmless the City and all its representatives from all damage resulting from the construction or non-compliance with any law, ordinance, regulation or by-law in effect.

C. Contractor is responsible for public safety.

D. Contractor is responsible for preservation of all public and private property, trees, monuments, highway signs, markers, fences, curbs and appurtenances.

E. Contractor is responsible for storm water drainage, management and soil erosion control relating to the completion of the Work.

F. "Engineer" or "Inspector" shall be the authorized representative(s) of The Department of Infrastructure and Development.

3. PROSECUTION OF CONTRACT & LIQUIDATED DAMAGES

A. Contract time may be accrued using working days or calendar days. Calendar days will be used unless designated as working days elsewhere in the contract.

B. Determination of working day will be any normal calendar day when the weather or soil conditions are suitable for work for five (5) hours.

C. Saturdays, Sundays, and legal Holidays will not be considered a working day unless it is used as a productive work day (See Section 20), but are considered Calendar days for the purpose of assessing liquidated damages.

D. Calendar days will begin at start of construction or "Notice to Proceed" date and will be continuous until completion of Work.

E. Time extensions will normally be granted when it can be shown that the Contractor has been unavoidably detained in completing the Work.

F. Liquidated damages for each calendar day the Work is not complete beyond the allotted time will be as follows:

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00

3. Any unused portion of the Retainage account will be returned to the Contractor after all repairs have been made.
4. Unless otherwise specified in the Contract, Retainage will be withheld on all Contracts.
5. Retainage will be made at 10% of the estimated amount with the maximum retainage being 5% of the total Contract amount.

D. Payment for Stored Materials

1. In making estimates of the value of the Work done and materials incorporated in the Work, the Contractor may, subject to the approval of the City or as required by law, include in the current estimates the delivered cost, as modified below, of equipment and non-perishable materials which have been tested for adequacy and which have been delivered to the site or other such location approved by the City and adequately protected from fire, theft, vandalism, the effect of the elements, and any damage whatsoever, or similarly placed in approved storage facilities adjacent thereto. Such materials and equipment will at all times be available for inspection by the City Engineer and the City. No progress payment will be made for said material and equipment until each of the following conditions has been fulfilled:

- a. The Contractor will furnish to the City Engineer invoices establishing the value of said materials and equipment with an indication of the amount the Contractor requests the City to pay for said materials and equipment. Such invoices will be furnished at least ten days in advance of the date of preparation of monthly estimates as established by the City Engineer;
- b. The City Engineer will inspect said material and equipment and recommend payment therefore;
- c. The Contractor will furnish the to the City fire insurance policies, as provided in this Contract and with the broad form extended coverage endorsement, for said material and equipment in an amount equal to one hundred percent of the value thereof and which policies will be maintained, at the sole cost and expense of the Contractor, until said material and equipment has been incorporated into the Work;
- d. Within sixty (60) days of the submission to the City of any progress payment, including payment for said materials and equipment, or within thirty days of the date of payment to the Contractor by the City, whichever is longer, the Contractor will furnish to the City Engineer satisfactory evidence that the funds included in the progress payment for said materials and equipment have been paid to Contractors supplying such items. Satisfactory evidence will be: a cancelled check in the correct amount and including identification of the invoice or invoices paid; a letter or telegram, from the Contractor and signed by his properly authorized employee, stating the amounts and invoices that have been paid; or a receipted invoice;
- e. Should the above evidence of payment not be furnished, the City Engineer will recommend the deduction of any funds included in previous estimates for such materials and equipment for which said evidence has not been furnished from the current estimate or subsequent current estimates;
- f. Any payment made for materials and equipment delivered will not relieve the Contractor of any responsibility for furnishing all the necessary equipment and

materials required for prosecution of the Work in the same manner as if such payments had not been made.

6. INSPECTION

- A. Competent inspectors will be supplied by the City.
- B. The City Engineer will be notified by the Contractor at least three (3) days prior to starting new work.
- C. Inspectors will have access to all Work at all times. The Inspector's duty is to ascertain all Work being performed in accordance with specifications.
- D. Contractor has final responsibility for acceptability of finished Work.
- E. Contractor will consult with City Engineer concerning:
 - 1. Method of Work;
 - 2. Equipment to be used;
 - 3. Point of beginning Work.
- F. The City Inspector will not act as Construction Foreman.
- G. No inspection or supervision, no failure to inspect or supervise, nor the presence of any employees of the City during the execution of the Work, and no approval or acceptance of any part of the Work herein contracted for, or of the materials and equipment used therein, will relieve the Contractor of any of its obligations to fulfill this Contract, or will prevent the rejection of said Work, materials, and equipment in whole or in part, at any time thereafter should said Work, materials, or equipment be found by the City to be defective or not in accordance with the requirements of the Bid Documents.
- H. No inspection, or any failure to inspect, at any time or place, will relieve the Contractor from its obligation to perform all the Work strictly in accordance with the specifications. The City's Construction Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to issue instructions contrary to the drawings and specifications, nor to authorize any changes to the Scope of Work without an approved, written change order signed by the Director of Procurement issued prior to the additional Work being initiated.

7. OTHER CONTRACTS WITHIN CONSTRUCTION LIMITS

- A. The City may let other contracts within construction limits.
- B. Utility companies and others may work within construction limits.
- C. Contractor will cooperate and coordinate with others.
- D. Contractor will inform City Engineer of delays being caused by other Contractors.
- E. City Engineer will resolve conflicts over working space and sequence in the best interests of the Work.

8. SUPERINTENDENCE

- A. The Contractor will keep on its work site, at all times during its progress, a competent superintendent and/or responsible assistant.
- B. Contractor's field representative will have an approved, signed copy of the Contract and plans at the construction area, during working hours. Personnel working outside of a City contract will have a current copy of the "Construction and Material Specifications for Utility and Roadway Construction" manual at the construction area during working hours.

C. The superintendent or his/her assistant will be available on an around-the-clock emergency basis.

9. PROTECTION OF THE PUBLIC

A. Contractor will comply with “Maryland Department of Transportation - New Work Zone Traffic Control” (Latest Revision).

B. Any restriction or diversion of traffic at any time will be subject to the approval of the City Engineer and the requirements of that agency having jurisdiction over the road in which the Contractor is working (See also #21: Maintenance of Traffic).

C. During the progress of the Work, sidewalks and crossings will be kept open for the passage of pedestrians unless otherwise authorized. Streets will not be unnecessarily obstructed, and unless the City Engineer and/or the City as applicable, will authorize the complete closing of a street. The Contractor will take such measures at its own expense as may be necessary to keep the street open for traffic. This will include but not necessarily be limited to the provision, erection, and maintenance of all necessary signs, barricades, lights, and flagmen or uniformed traffic directors.

D. The Contractor will construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or directed for purpose of accommodating pedestrian and/or motor vehicles.

E. Construction activities that may temporarily interfere with property access will be coordinated in advance with the individual property owners.

F. The Contractor will so schedule its Work as to minimize the time period during which vehicular access to each dwelling along the Work route is prevented. At no time will vehicular access be prevented to any dwelling for longer than twenty-four (24) hours. The Contractor will provide, at all times, safe pedestrian access to all dwellings, whether residential, commercial, or other.

G. Vehicular access on side streets, in the proximity of the route of the Work, will not be encumbered by the Contractor.

H. The Contractor will not totally bar vehicular access from more than one block of the route of the Work at any given time.

I. Access to fire hydrants will be possible at all times and, wherever possible, one lane of traffic will be maintained to accommodate access by emergency vehicles.

J. Contractor responsible for the damage caused due to lack of reasonable protective precautions.

10. CARE AND PROTECTION OF WORK

A. Contractor solely responsible for protection and care of:

1. Materials delivered to job site;
2. Equipment;
3. Work under this Contract;
4. Existing structures near the Work.

B. Damage or loss will be made good at Contractor’s expense.

C. During construction, the open ends of Work will be effectively closed with temporary covers or plugs to prevent the entry of foreign material.

- D. Where permanent equipment called for under this Contract is installed before the erection of adequate protective structures, the Contractor without additional compensation therefore, will provide approved effective and durable covers for fully protecting such equipment against damage from the elements or from any other cause.
- E. Electrical equipment will be carefully and effectively covered with waterproof material and otherwise protected at all times from the elements.

11. SUBCONTRACTORS

- A. Awarded Contractor must submit names of subcontractors prior to the Contract starting. Subcontractor lists for Pre-Construction Services will be submitted within 15 days of the executed contract. A list of subcontractors for Construction Phase Services shall be submitted with the backup for the guaranteed maximum price.
- B. City reserves the right to reject unsatisfactory subcontractors at its sole discretion.

12. MATERIALS

- A. Manufacturer's and trade names specified are used to establish standard of quality.
- B. Will be new, standard production, and made in the USA unless otherwise approved by City Engineer.
- C. Disposal of all excess material will be the responsibility of the Vendor. Excess material created as a result of work performed under this contract to be picked up daily.

13. WORKMANSHIP

- A. Construction will be performed by a Contractor previously approved by the City, for specific construction.
- B. First class material and workmanship demanded.
- C. Unsatisfactory Work or material will be removed and replaced at Contractor's expense.
- D. Contractor will be responsible to obtain workmanship requirements from the City before start of construction or delivery of materials to jobsite or to the City for City ownership.

14. CLEAN-UP & ACCESSIBILITY TO PROPERTY

- A. Clean-up on block-by-block basis.
- B. Keep working area in public streets to minimum.
- C. Keep inconvenience to traveling public and nearby residents to a minimum. Unless previous arrangements have been made with homeowners and/or businesses, all will be accessible. Clean up working area before Holidays and each Friday afternoon prior to any non-working period.
- D. Paper, trash, and refuse will not be allowed to collect on project site.
- E. Upon completion of the Work and before Final Acceptance will be made, the work site, storage areas, and other areas occupied by the Contractor during construction thereon by the Contractor, will be removed by the Contractor. The Contractor's storage area will be top soiled, seeded, and mulched in accordance with City standards. No separate payment will be made for the Work as all such costs will be included in the lump sum price bid.

15. WORK PERFORMED BY CITY ON CONTRACTOR'S BEHALF

- A. City will take appropriate measures independent of Contractor when:
 - 1. Contractor is not performing Work timely or properly;
 - 2. Contractor cannot be reached during an emergency.
- B. City will deduct bills for services from payments to Contractor or invoice the Contractor at City's option.
- C. City will not be responsible for the cost of materials purchased by the Contractor and not used due to Work performed by another Contractor of the City on the Contractor's behalf.

16. CONSTRUCTION IN RIGHT-OF-WAY AND EASEMENTS

- A. Work confined to Easement areas.
- B. Restore original condition to satisfaction of City Engineer.

17. WATER SUPPLY AND SANITATION

- A. Contractor to supply at its expense.
- B. Location of facilities to be approved by City Engineer.
- C. If available, the City may supply water via a temporary hydrant connection, at Contractor's expense. Contractor must apply for service, before construction, using the proper form available at the City Government Office Building, 125 N. Division Street, Room 202, Salisbury, Maryland 21801.

18. SURPLUS MATERIAL

- A. All excavated and excess material are the property of the City until declared surplus in writing.
- B. Contractor must dispose of all surplus material in an approved manner.

19. WORKING TIME

- A. The City observes the following holidays:
 - 1. New Year's Day
 - 2. Martin Luther King's Birthday
 - 3. President's Day
 - 4. Good Friday
 - 5. Memorial Day
 - 6. Independence Day
 - 7. Labor Day
 - 8. Veteran's Day
 - 9. Thanksgiving Day
 - 10. Day after Thanksgiving Day (Friday)
 - 11. Christmas Day
- B. Written permission of City Engineer required for Contractor to:
 - 1. Work more than ten hours per day or 40 hours per week;
 - 2. Work between 6:00 P.M. and 7:00 A.M.;
 - 3. Work on Saturday, Sunday and Holidays;
 - 4. Discontinue Work or leave site before project completion.

C. City Engineer may require Contractor to make certain utility tie-ins at night to minimize inconvenience to customers. No extra cost will be permitted in such circumstances nor will any time be charged against the Contract time.

a. Utility connections requiring disruption of service to customers will be performed between 10:00 P.M. and 5:00 A.M., unless otherwise approved by City's Department of Infrastructure and Development. The Contractor will be responsible for notification to all properties or businesses who are directly affected by disruption of service 48 hours in advance. Contractor will submit sample of proposed notification to Department of Infrastructure and Development for approval prior to distribution to customers. Notice to customers will include the following:

- i. Utility(s) affected;
- ii. Date & Time of disruption of service(s);
- iii. Date & Time of restoration of service(s);
- iv. Brief description of planned Work;
- v. Contractor's company name and Point of Contact (Name & Phone Number).

20. REFERENCED SPECIFICATIONS BY OTHER ORGANIZATIONS

A. When standard specifications of national organizations are referenced, the latest revision will be assumed, unless otherwise noted.

B. Following is a list of organizations, by abbreviation, referenced in these specifications:

1. AASHTO or AASHO.....American Association of State Highway and Transportation Officials
2. ACI.....American Concrete Institute
3. AISI.....American Iron and Steel Institute
4. AISC.....American Institute of Steel Construction
5. ANSI.....American National Standards Institute
6. ASTM.....American Society for Testing and Materials
7. AWS.....American Welding Society
8. AWWA.....American Water Works Association
9. CIPRA.....Cast Iron Pipe Research Association
10. CS.....Commercial Standard
11. MD.SHA.....Maryland State Highway Administration
12. MD.SRC.....Maryland State Roads Commission
(Synonymous with Maryland State Highway Commission)
13. MIL.....United States Military
14. NIST.....National Institute of Standards & Technology
15. NCMA.....National Concrete Masonry Association
16. NCPI.....National Clay Pipe Institute
17. NEC.....National Electrical Code
18. NFPA.....National Fire Protection Association
19. PPI.....Plastic Pipe Institute
20. UL.....Underwriter's Laboratories, Inc.
21. USDA.....United States Department of Agriculture
22. WPCF.....Water Pollution Control Federation
23. IBC..... International Building Code

21. MAINTENANCE OF TRAFFIC

- A. Prior to construction, the Contractor will designate and submit to the City the name of the person designated as the traffic manager for this Work.
- B. The Contractor is required to submit a traffic control plan (TCP) to the City's Department of Infrastructure and Development for approval. Traffic control must be maintained at all times. The site specific TCP must be submitted on a separate 24" x 36" sheet with the approved 911 address. The TCP must be approved by the City's Department of Infrastructure and Development and will have a signature block for the Director of Infrastructure and Development in the lower right hand entering upon or approaching roadways maintained by either jurisdiction. The Contractor will be responsible for notification to all properties or businesses directly affected by detours or changes in traffic patterns before beginning of construction and as determined by City, at least 48 hours in advance of detour or change. The TCP sheet will include the following statement accompanied by a signature block containing the signature of a registered professional engineer or professional land surveyor (registered in Maryland):
 - 1. "I hereby certify that this plan has been prepared under my supervision and in accordance with the 'Manual on Uniform Traffic Control Devices for Streets and Highways for Maryland' requirements, latest edition. I further certify that, to the best of my ability, the plan features the minimum amount of traffic disruption necessary to complete the Work in and along the public roadway."
- C. Contractor will be responsible for all traffic maintenance and detouring. All signs, arrow boards, barricades, lights, flagmen, etc., needed for maintenance of traffic, will be furnished by the Contractor. All traffic control devices will be properly maintained to insure that the general public's safety is never jeopardized. All traffic control devices are to conform and adhere to those specified and set forth in the Maryland Department of Transportation "New Work Zone Traffic Control" and/or "Manual on Uniform Traffic Control Devices for Streets and Highways." This manual is approved by the U.S. Department of Transportation - Federal Highway Administration and a copy can be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Any Contractor who is unsuccessful in obtaining this publication may review our office copy by visiting the Department of Infrastructure and Development, Government Office Building, 125 N. Division Street, Room 202, Salisbury, Maryland 21801.
- D. No item has been included in the Bid Document for the aforementioned items and no additional payment will be made for them. Items will be incidental costs to the Contract.

22. SUBSTANTIAL COMPLETION

- A. Upon completion of all Work under the Contract, including the Preliminary and Final testing of any equipment, the Contractor will request, in writing, Substantial Completion by the City.
- B. Prior to this request, all specified operation and maintenance instructions and training will have been provided for the City personnel and all certificates, spare parts, test equipment, record drawings, and other items required to be delivered will have been provided.
- C. Inspection Procedures: Upon receipt of Contractor's request, City Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial

inspection, City Engineer will either prepare certificate of substantial completion, or advise Contractor of Work which must be performed prior to issuance of certificate; and repeat inspection when requested and assure that work has been substantially completed. Results of complete inspection will form punch-list for final acceptance.

23. COMPLETION OF PUNCH LIST ITEMS

A. At the time of Substantial Completion, the City Engineer and City will prepare a punch list of items remaining to be completed or corrected prior to final acceptance. The punch list will fix the time within which, and a retainage amount equal to one and one half times the estimated cost, for which such items will be completed or corrected. Said time is to be within the Contract Time.

B. Contractor will complete all items of Work on the punch list, plus any new items that may be added to it, as soon as possible after the date of Substantial Completion but within the Contract Time.

C. No partial payments or monthly progress payments will be allowed between the Substantial Completion Payment and the Final Payment.

24. FINAL ACCEPTANCE

A. General: prior to requesting City's final inspection for certification of final acceptance and final payment, as required by General Conditions, the Contractor will complete the following and list known exceptions:

1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certifications where required;
2. Submit updated final statement, accounting for additional (final) changes to Contract Sum;
3. Submit copy of City's final punch list of itemized Work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance;
4. Submit Consent of Surety;
5. Submit all warranties;
6. Submit Maintenance Bond in amount of 5% of total Contract amount or City will hold 5% Retainage for guarantee period of two (2) years.

B. Re-inspection Procedure: upon receipt of Contractor's notice that Work has been completed, including punch-list items resulting from earlier inspections, and accepting incomplete items delayed because of acceptable circumstances, City will re-inspect work. Upon completion of re-inspection, City will either prepare certificate of final acceptance or advise Contractor of Work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

C. The guarantee period starts with the date of Final Acceptance.

25. CONSTRUCTION STAKEOUT/SURVEYS/LINE & GRADE

A. The Contractor will, within the prices bid and without extra cost to the City, perform stakeout of line and grade required to properly construct the items shown on the plans and provided for in the specifications, including, but not necessarily limited to, the following efforts:

1. The general site Contractor will engage an independent, licensed, Maryland Professional Land Surveyor or Property Line Surveyor, qualified in various types of survey work specified herein. The surveying firm will have a trained staff large enough to perform the specified duties. Within fifteen (15) days after the award of the Contract, the Contractor will submit the name of his licensed, Maryland surveyor including his/her qualifications. The surveyor's duties will be as outlined herein;
2. Surveyor will survey, set, and maintain guide stakes required for earth movement and levels and will establish the baseline of construction. The Bid Documents may indicate a benchmark. The Contractor will use this benchmark in the execution of the Work;
3. Contractor is responsible for protection of stakes;
 - a. Damaged stakes are to be replaced at Contractor's expense, or replaced by Contractor's engineer.
4. Contractor is responsible for detailed layout;
5. City will provide vertical control in the form of benchmarks. Work benchmarks are normally shown on the contract drawings. If the benchmark is not designated on the plan, it will be the Contractor's responsibility to obtain an approved benchmark from the City;
6. Copy of cut sheet (record of actual grade per station) will be provided to the City Engineer three (3) days prior to construction for approval by the City Engineer. Construction WILL NOT begin until the cut sheet(s) is approved in writing by the City Engineer;
7. The Surveyor will establish the locations and grades of all structures and establish the limit of disturbed area, in the field;
8. The surveyor will check grades, contours and levels throughout earth movement operation;
9. The surveyor will inform the City Engineer immediately if, during the survey, deviations from the Bid Documents are uncovered.

26. SEQUENCE OF CONSTRUCTION

A. The Contractor is responsible for all construction sequencing. The Contractor will submit and obtain approval of its detailed sequence of construction. Acceptance of this plan by the City Engineer or the City denotes only lack of objection at the time and in no way implies that the City Engineer or the City guarantees that particular sequence of construction as proposed by the Contractor will in fact work. Also, any approval given is done so with the stipulation that all Work done will comply with the plans and specifications.

B. As construction proceeds, should the Contractor's sequence of operation cause operational problems that were unforeseen at the time of approval, the City reserves the right to withdraw the previous approval and require the Contractor to submit and obtain approval of an amended Sequence of Construction.

27. CONSTRUCTION SCHEDULE

A. The Contractor will submit a construction schedule in accordance with the General Conditions, plotting work increments against time, indicating anticipated date of beginning

and completion of each Work increment and indicating completion of all increments by the scheduled date. The Contractor will assign such work forces as are necessary to accomplish all increments of the Work within the time allotted on the construction schedule.

B. The Construction schedule will be submitted within ten (10) days after the effective date of the Contract. This schedule is in addition to any other schedule required under the General Conditions.

28. INTERFACE WITH EXISTING FACILITIES

A. Connections to existing pipes and structures will be scheduled and coordinated in advance with the City Engineer and City. It may be necessary to make connections during the night hours or weekends. No claim for extra compensation or extension of Contract time will be allowed on account of the necessity for connections to be made during normal "off" hours. Permission of the City Engineer and City will be obtained by the Contractor prior to making any connections to existing systems.

B. When the Contractor desires certain electrical and/or mechanical functions to be interfaced, it will inform the City Engineer, in writing, a minimum of five (5) working days prior to the date the Contractor desires those interfaces to be made. The Contractor will not alter the settings of or connect or disconnect any electrical or mechanical equipment without the approval of the City Engineer.

29. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills or material and other data prepared by the Contractor, Contractor's subcontractors, suppliers or manufacturers which illustrate the manufacturer, fabrication, construction and installation of the Work, or a portion thereof.

B. All costs necessary for compliance with the requirements of this Section of the specifications will be included within the Vendor's submittal price.

C. Detailed shop drawings, data, literature for fabricated materials or equipment to be incorporated in the Work will be submitted to the City Engineer for review for general compliance with the Bid Documents before fabrication. The Contractor will obtain and check manufacturer's shop drawings, certified prints, and other pertinent data for conformance with all requirements of the Plans and Specifications and in ample time to permit satisfactory progress of the Work. After completion of such checking and verification by the Contractor, the Contractor will sign or stamp such drawing, which stamp will state as follows:

Checked by _____
(Contractor's Name)

Signed by _____
(Checker's Name)

D. All data, shop drawings, and correspondence from subcontractors, manufacturers or suppliers will be routed through the Contractor. The City will review only such data and details as are sent by the Contractor. All correspondence, including shop drawings, data,

and literature for fabricated materials or equipment will comply with the following requirements: it WILL BE submitted to the City for review, clearly labeled with the title of the product/service which is being submitted and the specific corresponding specification section, part, sub-part, paragraph, or drawing sheet and detail listed, as applicable. Failure to include all relevant identification information will be cause for the submittal to be returned to the Contractor without it having been reviewed.

E. All shop drawings will be in conformity with all requirements of the plans and specifications. All shop drawings except diagrams, brochures, schedules, and illustrations will be to an appropriate scale, no smaller than 1/8 inch = 1 foot 0 inches, and will give all dimensions necessary for installation and incorporation in the Work. All shop drawings will be accurate and complete, showing outline and section views, details, materials, accessories, appurtenances, and related items. Shop drawings showing piping and conduit systems will incorporate sufficient views to show all fittings and specialties including locations and spacing of hangers and supports. Piping and/or conduit systems 3-inches in diameter and smaller may be shown as a single line. Equipment and specialties installed within and/or connected to piping and conduit systems will be cross-referenced to equipment and specialty shop drawings by shop drawing identification number, manufacturer name, catalog or model number and equipment numbers shown on the plans. Electrical shop drawings will include, but are not necessarily limited to, complete terminal identification diagrams and schedule, complete point-to-point interconnection diagram, complete single line and elementary wiring diagrams, for all power, signal, control and lighting systems, together with panel layout drawings. Terminal point and wire identification on all working drawings will be identical to related terminal point and wire identifications on equipment and panels, and absolutely no deviation from this requirement will be permitted.

F. The Contractor will submit to the City a minimum of six (6) copies of shop drawings and approval data plus any additional number required for the Contractor's use. The City will retain three (3) copies of each submittal and return three (3) copies to the Contractor. The City's notation of the action taken will be noted on all of the returned copies. At the time of each submission, the Contractor will call to the City's attention, in writing, any deviations that the shop drawings may have from the requirements of the Plans and Specifications. Electronic submittals are acceptable for review. If electronic submittals are submitted, then three (3) copies of approved shop drawings should be provided to the City after approval.

G. Upon review by the City of the above drawings, lists, specifications samples and other data the same will become a part of the Contract, and the fabrications furnished will be in conformity with the same, provided that the review of the above drawings, lists, specifications sample, or other data will in no way release the Contractor from its responsibility for the proper fulfillment or the requirements of the Contract.

H. Corrections or comments made on the shop drawings during the City's review do not relieve the Contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the Work and general compliance with the information given in the Bid Documents. The Contractor is responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, and in performing its work in a safe manner. If the shop drawings deviate from the Bid Documents, the Contractor will

advise the City of the deviations, in writing accompanying the shop drawing, including the reasons for the deviations, and will request deviation from the Bid Documents.

I. The shop drawings are intended to be utilized by the Contractor for additional fabrication, assembly and erection data. The shop drawings do not change or supersede the Plans and Specifications except in specific cases when the Contractor requests in writing and receives approval in writing for a deviation from the Plans and Specification. The Contractor's request for a change will give, in detail, the specific change requested and will state the reason for the change. Changes requested by the Contractor and approved by the City will not be construed to include approval of any change except the changed details specifically requested and approved.

J. The Contractor will also submit to the City for review with such promptness as to cause no delay in Work, all samples required by the Bid Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer any pertinent catalog numbers and the use for which intended.

K. The Contractor's attention is specifically directed to the fact that no Work will be fabricated, nor equipment or materials ordered, nor any construction performed, prior to approval by the City of shop drawings applicable thereto. Construction performed in violation of this requirement will be neither approved nor certified for payment until applicable shop drawings have been submitted and approved. If the City so directs, the Contractor will disassemble and remove any such construction performed prior to approval by the City of shop drawings applicable thereto, and the Contractor will be allowed no additional compensation or extension of Contract time. If any equipment or materials are ordered by the Contractor prior to submission and approval of shop drawings, he does so at its own risk.

L. It will be the responsibility of the Contractor to make all necessary changes in other items, which result from deviations or changes requested by the Contractor and approved by the City, so that all items perform the requirements and intent of the Bid Documents.

M. After review by the City, shop drawings will be returned to the Contractor marked as follows: APPROVED, APPROVED AS NOTED, REVISE AND RESUBMIT, OR REJECTED.

Unapproved shop drawings (i.e., REVISE AND RESUBMIT or REJECTED) will be returned to the Contractor for necessary modifications: only two (2) copies of unapproved shop drawings will be returned. Subsequently, the Contractor will submit a minimum of six (6) copies of complete, revised shop drawings to the City for approval.

N. Within fourteen (14) days of the pre-construction conference, the Contractor will submit a list of all shop drawings to be submitted. This list will include the title of the product/service which is being submitted and the specific corresponding specification section, part, sub-part, paragraph, or drawing sheet and detail, as applicable. This list can then be used as a check to ensure that all items are submitted.

O. Timing of Submittals:

1. Make submittals promptly and in such sequence as to cause no delay in the Work;
2. In scheduling, allow fifteen (15) working days for City's review of Mechanical and Electrical shop drawings following receipt of the submittal. Allow 10 working days for City Engineer's review of all other shop drawings following receipt of the submittal;
3. Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract Time.

30. AS-BUILT DRAWINGS

- A. During the progress of the Work, the Contractor will keep a careful record at the job site of all changes and corrections to the information shown on the Drawings. The Contractor will enter such changes and corrections on one set of Contract Drawings immediately. The as-built drawings will indicate, in addition to all interior changes and corrections, the actual location referenced from two permanently fixed surface structures of all subsurface utilities installed or uncovered by the Contractor. At the time of beneficial occupancy of each facility involved under the Contract, the Contractor will submit to the City one set of as-built drawings showing the aforementioned data. If the Contractor fails to maintain the as-built drawings as required herein, final payment, with respect to the Contract as a whole, will be withheld until proper as-built drawings have been furnished to the City.
- B. The Contractor will keep one copy of all Contract Drawings and approved Shop Drawings at the site in good order with redlined revisions and annotated notes to show all changes made during the construction process. These will be available to the City and will be delivered to the City upon completion of the Work.
- C. Contractor will submit final as-built drawings in Computer Aided Drafting (CAD) form, using the ACAD–Release 2010 or earlier, conforming to standards outlined in the Construction Standards and submittals, one Mylar copy, and one paper copy of same.

31. CONTRACTOR SAFETY REQUIREMENTS

- A. SAFETY: the Contractor will comply, within the bid price and without extra cost to the City, with all safety regulations or determinations issued by any agency of the Federal Government, including OSHA, the State of Maryland, and the City.
- B. Before a Notice to Proceed is issued for any Work, the Contractor must provide to the City a site specific safety plan, material safety data sheets, and a hazardous communication policy. These items will be reviewed by the City. No Work may begin until these items have been provided.
- C. Contractor must also designate an on-site safety contact person from their company. This person must be available at all times.
- D. Contractor must provide all subcontractors with a copy of this requirement. Adherence is required of all subcontractors, regardless of tier.
- E. A representative of the Contractor and applicable subcontractors must be present at all site progress meetings.
- F. Failure to comply with these requirements could result in a finding of DEFAULT on the part of Contractor.
- G. The Contractor will promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Bid Documents) to property referred to in Item B as the Work caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.
- H. In an emergency affecting safety of persons or property, the Contractor will act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency will be determined by the City.

32. SEDIMENT CONTROL

- A. Contractor is responsible for control of erosion due to the Work.
- B. Wire mesh, filter cloth, and stone will be placed around all storm water inlet structures for protection until such areas are stabilized.
- C. Pipe outfalls will be protected by silt fence and filter cloth.
- D. Sediment control will be in accordance with “Standards and Specifications for Soil Erosion Control, and Sediment Control in Developing Areas” by USDA Soil Conservation Service.
- E. Sediment Control Plan, latest revision, will be approved by the Soil conservation Service BEFORE the start of Work.

33. SUBSURFACE INFORMATION

- A. Test borings by City will be open to Contractor’s inspection when available.
- B. Test borings by Contractor are subject to City approval of location and type of exploration.
- C. Testing of materials will be made at the Contractor’s expense, by a certified testing laboratory.
- D. The Contractor will cooperate with and assist the City in taking samples and packing them for shipment to a laboratory.

34. CHANGE ORDERS & UNAUTHORIZED WORK

- A. No claims may be made by anyone that the scope of the project or the Contractor’s services have been changed (requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved, written amendment (change order) to the Contract, signed by the Director of Procurement (and the City Council, if required), prior to extra Work being initiated.
- B. Extra Work performed without the City’s approval of lines and grades, Work performed beyond the lines and grades shown on the drawings or as given, and extra Work performed without prior, approved, written Change Order will be considered unauthorized, and at the expense of the Contractor. Such Work will not be measured by the City, nor will payment be made by the City. Work so performed may be ordered removed by the City and replaced at the Contractor’s expense.
- C. No oral conversations, agreements, discussions, or suggestions which involve changes to the scope of the Contract made by anyone, including any City employee, will be honored or valid.
- D. No written agreements or changes to Contract made by anyone, including any City employee, other than the Director of Procurement (with City Council approval if required) will be honored or valid.

END OF SECTION

SECTION IV: SCOPE OF SERVICES

1. PROJECT DESCRIPTION

The City of Salisbury is seeking qualified Vendors under a Construction Management at Risk contract to design, permit, and construct Parking Garage Façade Improvements. The Construction Manager will be responsible for compliance with all federal, state and local building requirements as well as all requirements contained herein. The Construction Manager will act as the City's construction entity while holding all trade contracts.

- A. The Downtown Salisbury Parking Garage is located at 111 W. Circle Avenue in Salisbury, at the corner of South Division Street and Circle Avenue. The garage was built in two phases with the initial construction completed in 1976 and the horizontal expansion added in 2002. The parking garage is a 4-tier, two bay structure with end-to-end, one way traffic, single-threaded helix functional layout. The main vehicular access point is located on the south façade of the garage off Circle Avenue with a secondary entry/exit on the alley way on the north side. An elevator/stair tower is appropriately located each near the northwest and southeast corners of the garage for pedestrian circulation. In addition, a stair tower is also located each at the north and south façade of the structure. The garage footprint is approximately 470' by 120' which equates to about 57,000 SF at each tier. The garage accommodates approximately 700 parking spaces. The garage serves downtown businesses and patrons via monthly rental of parking spaces or hourly access fees during the work week. The garage is currently free to the public on evenings and weekends.

2. REQUESTED SCOPE OF SERVICES

- A. The City of Salisbury seeks a qualified and experienced firm to provide design-build services for Façade improvements to the Downtown Salisbury Parking Garage. The project will involve designs for an exterior renovation and facelift to the facility. The work will include design concepts from schematic through design development, construction and project estimates, technical specifications and drawings, final design and bid documents, and bidding and construction administration and inspection related activities.
- B. The FY18 design-build budget for this project is \$200,000. The City desires maximum impact within available funding that is mindful of on-going maintenance requirements and patron safety. The design concept should include improvements that utilize the whole canvas of the building viewable from multiple angles, so the finished product becomes an aesthetic asset and reflects the expanding vibrant environment of Downtown Salisbury. All concepts must include City branding as a basis for the proposed aesthetics.
- C. The Improvements desired, but are not limited to:
 - 1. Façade modifications to at least 3 of the 4 sides of the garage.
 - 2. Improved exterior lighting.
 - 3. Vehicle and pedestrian entry improvements.
 - 4. Landscape redesign and installation.
 - 5. Enhanced signage utilizing City branding.

- D. The overall design concept may need to be approved by the Historic District Commission. Information regarding the Historic District Commission can be found on the City of Salisbury's website www.ci.salisbury.md under Information Center/ Property Info/ Historic Property Info.
- E. The overall design concepts shall incorporate the City's branding manual which can be found at <http://www.ci.salisbury.md.us/branding/branding-download>.

3. SCOPE OF WORK

A. Pre-Construction Phase

- a. Manage the project planning and design phase including site survey and preparation of drawings. Provide Architectural, Civil/Site Engineering, Structural Engineering and Geotechnical services, as needed to perform the design.
- b. Prepare conceptual drawings, develop a design concept to a 30% level. The 30% design concepts should include a materials list and budget estimate.
- c. After review of the 30% design, the City will review and provide comments to be incorporated which may include resubmittal. Submittals shall be made to the City for review at 30%, 75%, 90% and 100% design.
- d. The Guaranteed Maximum Price (GMP) shall be negotiated at the 90% design level. Include the overall project schedule in the GMP proposal. Value Engineer the GMP as necessary to reach an agreement. Prepare an amendment to the CMR contract.
- e. Design of the Parking Garage Façade improvements shall include all aspects necessary for the improvements.
- f. The Vendor will be responsible for any necessary permits.
- g. Include four (4) meetings and/or presentations with the City staff, and/or City Council including a kickoff meeting and design review meeting.

B. Construction Phase

- a. The Construction Phase begins with execution of the contract amendment for the Guaranteed Maximum Price.
- b. Create bid packaging strategies and methods for sub-trades, such as number of bid packages and ability to eliminate scope gaps and redundancy in packaging.
- c. Direct and conduct bidding phase activities, such as scheduling of pre-bid meetings and bid openings, document distribution, responding to bidder questions and distributing addenda.
- d. Oversee bid evaluations and scope reviews, and provide recommended contracts to Owner for review and concurrence.
- e. Responsible for site safety. Immediately notify the Owner of any site accidents, emergencies or damage to property.
- f. Maintain, monitor and update schedule, and enforce compliance of the schedule.
- g. Hold, manage and coordinate all trade subcontracts and ensure compliance with project documents and requirements.
- h. Provide supervision while any work is occurring on site.
- i. Chair the pre-construction meeting and monthly progress meetings. Issue minutes. One progress meeting per month is required.

- j. Review monthly partial payment applications, including quantities and provide a recommendation to the Owner for payment.
 - k. Review submittals and take appropriate action in respect to shop drawings, samples, certifications, inspections, tests, and other data which the subcontractors are required to submit. Verify conformance with the information given in the Contract Documents and compatibility with the design concept of the Project. Maintain a log of submittals and track the status.
 - l. Review and respond to Requests for Information (RFI). Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Track status of all RFIs.
 - m. Review and respond to Proposed Change Orders (PCO) and Work Change Directives (WCD). Offer recommendations to the Owner. Track status of all PCOs and WCDs;
 - n. Provide a monthly report to the Owner including progress photographs, updated schedule and identification of constraints.
 - o. Maintain quality control. Address non-performing trades or sub-trades (schedule, inferior quality, etc.).
 - p. Perform a punch list inspection of the completed work and develop a punch list. Make recommendations to the Owner for dates of Substantial Completion and Final Acceptance. Provide Release of Liens from Vendor and all subcontractors. At the appropriate time, recommend in writing, final payment and Final Acceptance of the project.
4. PRELIMINARY PROJECT SCHEDULE
- A. Vendor shall include a proposed project schedule with the proposal submittal.
5. ADDITIONAL INFORMATION
- A. After the pre-construction Phase is complete, the Guaranteed Maximum Price will be added to the contract via change order.
 - B. No Federal wage rates other than “minimum” wage rates will be imposed.
 - C. Refer to City of Salisbury Construction and Materials Specifications unless requirements and equipment are specified here within the specifications provided for this project.
 - D. Bidder is to provide three (3) references for work completed within the past 24 months similar to work as described in this Contract.
 - E. The Guaranteed Maximum Price will be based upon the competitively procured trade contracts plus the Construction Managers fee. The Construction Manager will publicly advertise the individual work scope packages to be competitively bid and will receive and open the sealed proposals. A comprehensive scope review process of each bid will take place after the bids are received. The Construction Manager is ultimately responsible for the complete scope of work and determining the low responsive bidders for each individual work scope. The Construction Manager will then add their Construction Services Fee, general conditions and contingency to the total for the individual trade work scopes to generate the Guaranteed Maximum Price.
 - F. The Construction Manager shall prepare the bid advertisement for the project, which is required to be publicly advertised in the local papers, Maryland E-Marketplace and other

applicable listings. The Construction Manager shall also actively contact potential regional and local contractors in order to assure a competitive and equal bidding environment.

G. All pricing and cost information included for the subcontractor pricing shall be made available and open to review by the Owner at all times. The Owner reserves the right to review all of the bids received and make decisions regarding the acceptance of the bids.

END OF SECTION

SECTION V: EXPERIENCE, STAFFING AND QUALIFICATIONS

1. EXPERIENCE, STAFFING AND QUALIFICATIONS
 - A. Provide a current Standard Form 330, and any other additional information that will document the Vendor's qualifications and ability to provide the required services.
 - B. Include five (5) recent examples of completed projects, similar in nature to this RFP where the Vendor performed under at Construction Manager at Risk contract. Include the name and telephone number of the client contact for each project.
 - C. For the Work described herein, provide information on keeping cost performance and scheduling performance within project budgets and design estimates. Describe the team's approach to completing the Construction Phase of the project within the Guaranteed Maximum Price.
 - D. Describe the staffing plan for this project including key staff members that will be assigned to this project, and title, role and responsibilities. Specify how and when the staff will be involved in each Phase. List any other firms who will be involved as your consultants in the Pre-Construction Phase, such as architect, geotechnical, civil engineer and cost estimator.

2. REQUIRED PROPOSAL ELEMENTS
 - A. Company name, location, address of nearest local office, year founded, form of business organization, and primary individual to contact including contact information (phone, fax, email).
 - B. Organization:
 - a. Indicate the number of years your organization has been in business under its present name. If applicable, list what other or former names has the operation operated under.
 - b. List the categories of work that your organization normally performs with its own forces.
 - c. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
 - C. Management Plan:
 - a. Describe your firm's concept for working in a team relationship with the Owner during design, bidding and construction.
 - b. Provide an Organizational Chart to illustrate how you would envision this project to be organized and managed. Include outside consultants.
 - c. Describe how you would intend to implement and manage construction with field personnel, office personnel and consultants.
 - D. Project Planning:
 - a. Describe your plans for progress reports, monthly invoice and information management systems that you will use on this project.
 - b. Identify any software that you intend to use for project management, document management and communication.
 - c. Describe the GMP cost control system for this project.

E. Project Experience and Qualifications:

F. Please provide a brief statement as to why your firm is the best qualified to provide the Construction Management at Risk services for this project.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

1. EVALUATION

A. Proposals will be evaluated using the following criteria:

<u>Weighting Factor</u>	<u>Criterion</u>
45%	Expertise, experience, and qualifications of the Consultant Team as related to the Scope of Work, including team member experience, successful related past experience and relevant project references.
20%	Performance on all projects within the last five years including, but not limited to: project success, relevance of projects to Scope of Work contained in the proposal documents, ability to meet deadlines, thoroughness and completeness of submittals.
20%	Experience working with municipal governments and municipal projects with emphasis on projects similar in scope to the project as described in the proposal documents.
10%	Price and billable rates
5%	Geographic location of the Vendor relative to the location of the City and the Vendor's ability to respond to routine everyday type requests.

A. Each Vendor will be rated for each criterion on a scale of zero to four as described below:

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

B. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

**THIS AND PRECEDING SECTIONS DO NOT NEED
TO BE RETURNED WITH SUBMITTAL.**

END OF SECTION

FORM OF PROPOSAL

Date: _____

To Whom It May Concern:

We hereby submit our Proposal Documents for "Parking Garage Façade Improvements" as indicated in the Proposal Documents.

Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Contract. All lump sum fees quoted are on a not-to-exceed basis and includes all labor, materials, subcontractors, and expenses.

ITEM	TASKS	LUMP SUM FEE
100.	Lump Sum to provide the Pre-Construction Phase Services as specified herein for Parking Garage Façade Improvements.	\$

Item 100 _____
Written

Printed Name

Signature

Name of Company

Address

City, State, Zip

REFERENCES

List three (3) references for projects successfully completed in the last five (5) years. References should also include the local government point of contact in each community/project referenced as well as other key organizations which are familiar with this project.

Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	

Print Name

Signature

EXCEPTIONS AND ADDENDA

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Proposal Document covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

Number/Date/Initials

Print Name

Signature

OWNERSHIP DISCLOSURE FORM

COMPANY NAME: _____

TYPE OF COMPANY (circle one):

ADDRESS: _____

*Sole Proprietorship

*Partnership

*Corporation

FEIN#: _____

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OWNERSHIP DISCLOSURE FORM – cont’d

COMPLETE ALL QUESTIONS BELOW	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that the City of Salisbury is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Salisbury to notify the City in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the City of Salisbury and the City at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS: _____

DATE: _____

AFFIX CORPORATE SEAL HERE

CONTRACTOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (Title)

and the duly authorized representative of the Vendor of
_____ whose address is
(Name of corporation)

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

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

_____ I acknowledge that this affidavit is to be furnished to the City, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ Print Name

_____ Signature

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Print Name

Signature

Title

Signed, sealed and delivered in the presence of:

Witness (Print Name)

Witness (Signature)