

**TOWN OF OCEAN CITY
OCEAN CITY, MARYLAND**



**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGMENT SERVICES
SEASONAL EMPLOYEE HOUSING AND POLICE BIKE
STORAGE FACILITY**

COUNCIL

**MATT JAMES
PRESIDENT**

**TONY DELUCA
SECRETARY**

**PETER BUAS
JOHN GEHRIG
FRANK KNIGHT
LLOYD MARTIN
MARK PADDACK**

**MAYOR
RICHARD W. MEEHAN.**

**CITY MANAGER
TERENCE J. MCGEAN**

PROPOSAL DATE/TIME: September, 8th, 2022- 4 PM

KEY INFORMATION SUMMARY SHEET

Town of Ocean City

Construction Management Services

Request for Proposal Issue Date	August, 4th, 2022
Procurement Officer	Scott Wagner
Pre-Proposal Conference	August, 18th, 2022
Question Submission Deadline	August, 25th, 2022 – 4 PM
Proposal Due Date and Time	September, 8th, 2022 – 4 PM
Short listed Firm Interviews (if applicable)	September, 12th, 2022

TABLE OF CONTENTS

SECTION 1-GENERAL INFORMATION

SECTION 2--PREFERRED QUALIFICATIONS

SECTION 3- INSTRUCTIONS TO OFFERORS

SECTION 4-EVALUATION CRITERIA AND SELECTION PROCEDURES

SECTION 5-TERMS AND CONDITIONS

EXHIBIT 1..... STATEMENT OF WORK
Attachment 1.A..... Space Program

ATTACHMENTS A..... FINANCIAL PROPOSAL
General Conditions Pricing Form
Financial Proposal Form

SECTION 1 - GENERAL INFORMATION

1. SUMMARY STATEMENT

The Town of Ocean City is soliciting proposals from qualified Construction Management (CM) firms for pre-construction services, with the possibility of entering into a Guaranteed Maximum Price (GMP) contract, for construction of a new Seasonal Employee Housing and Police Bike Storage Facility. The new approximately 8,000 sf facility is proposed to be located in an existing municipal parking lot located on the Southwest corner of the intersection of Somerset Street and Baltimore Ave. The proposed facility will have 3 stories, the first story will consist of a bus stop, public restroom, police bike storage and repair, and police office space. The second and third stories will consist of dormitory style seasonal housing for city employees.

2. PROCUREMENT OFFICER

The sole point-of-contact in the City for purposes of this RFP prior to the award of the Contract is the Procurement Officer listed below: **please contact Dawn Webb at dwebb@oceancitymd.gov or call 410-723-6647**

3. PRE-PROPOSAL CONFERENCE

3.1. A Pre-Proposal Conference will be held on **August, 18th, 2022 at 1 PM,**

3.2. Location - **214 65th Street Building A, Ocean City, MD, 21842, conference room.** Participation is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

3.3. As promptly as is feasible subsequent to the Conference, the Town of Ocean City shall endeavor to provide a summary of the Conference and all questions and answers known at that time, free of charge, to all prospective Offerors that attended the conference or otherwise notified the Town of Ocean City of its interest in the solicitation.

3.4. Distribution of such summary shall occur by email or other electronic means.

4. QUESTIONS

4.1. The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions may be submitted by mail, by facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference

4.2. Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement
(RFP)

Officer, based on the availability of time to research and communicate an answer, will decide whether an answer can be given before the proposal due date. The Town of Ocean City shall endeavor to provide answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, to all vendors that attended the pre-proposal conference or otherwise notified the Town of Ocean City (TOC) of its interest in the solicitation.

4.3. Distribution of such information shall occur by email or other electronic means and/or publishing of such information on the TOC website.

[\(https://oceancitymd.gov/oc/procurement-bids/\)](https://oceancitymd.gov/oc/procurement-bids/) website

4.4 All post conference questions should be submitted as soon as possible to the Procurement Officer only via Email. **The deadline for receipt of questions is -August, 25th, 2022, 4 PM-----dwebb@oceancitymd.gov**

Any required addendum will be posted on the Towns website by close of Business, Monday, August 29th, 2022 (<https://oceancitymd.gov/oc/procurement-bids/>) website

5. PROPOSALS DUE (CLOSING) DATE

5.1 Proposals must be received at the **214 65th Street, Ocean City, MD 21842, Attn: Procurement Office in a SEALED ENVELOPE, identified with the Solicitation SEASONAL EMPLOYEE HOUSING AND POLICE BIKE STORAGE FACILITY at which time proposals will be acknowledged and remanded to staff for further review, no later than September 8th, 2022 4 PM** - in order to be considered.

5.2 Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the City. Proposals received by the City after the deadline will not be considered. **Proposals may not be submitted by e-mail or facsimile.** Proposals will be opened and acknowledged publicly at **214 65th Street, Ocean City, MD 21842 on ---September 9th, 2022, 1 PM-----**

6. DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

7. REVISIONS TO THE RFP

7.1. If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

7.2. Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date shall accompany the Offeror's Proposal in the transmittal letter accompanying the Technical Proposal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment

notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

8. CANCELLATIONS; DISCUSSIONS

TOC reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of TOC. This may be followed by submission of Offeror-revised proposals and a BAFO. TOC also reserves the right, in its sole discretion, to award a contract based upon the written proposals received, without prior discussions or negotiations.

9. ORAL PRESENTATIONS

Offerors may be required to make oral presentations to TOC representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically, oral presentations will follow a specified format and generally be limited to one (1) hour. The Procurement Officer will issue a letter with details and instructions prior to the presentations. If required, Interviews are tentatively scheduled to be held on September,12, 2022 - exact time slots TBD.

The presentation may include but not be limited to the following items in the Offeror's Technical Proposal.

- Description of how the Offeror plans to meet the identified requirements in the RFP;
- Experience and capabilities of prime consultant;
- Experience and capabilities of identified subconsultants;
- Description of organization; and
- Description of references and the scope of services to other clients by each reference.

10. INCURRED EXPENSES

TOC will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

SECTION 2 – QUALIFICATIONS

Qualifications

1. The ability to demonstrate prior experience that includes:
 - Facilities of a similar nature such as dormitories.
 - Construction in the coastal environment
 - Familiarity with local conditions, laws and building codes

SECTION 3 – INSTRUCTIONS TO OFFERORS

1. TWO PART SUBMISSION REQUIRED

- 1.1. Offerors must submit proposals in two separate volumes, which will be separately evaluated:
 - Volume I - TECHNICAL PROPOSAL
 - Volume II - FINANCIAL PROPOSAL
- 1.2. Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so MAY be deemed not reasonably susceptible of being selected for award.

2. INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

- 2.1. Offerors must submit a separate sealed package for each "Volume." Each Volume and each separately sealed package are to be labeled either "Volume I-Technical Proposal" or "Volume II-Financial Proposal".
- 2.2. On the outside of each sealed package, the Offeror must also include the TOC Project Name, the name and address of the Offeror, the volume number (I or II), and the offer's Ocean City business license number.
- 2.3. Three (3) paper copies of each volume are to be submitted.

3. TECHNICAL PROPOSAL FORMAT AND CONTENT

Proposals are to be prepared in such a way to provide a straightforward, concise delineation of capabilities. Proposal format shall adhere to the following for organization and content. Proposal must be divided into the individual sections listed below, indexed and tabbed.

3.1. Technical Proposal Introduction

3.1.1. *Transmittal Letter*

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any amendments/addenda to the RFP. The transmittal letter should be brief, include a point of contact (name, title, email and phone no.) and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed, and it does not need to be bound with the Technical Proposal.

3.1.2. *Title and Table of Contents*

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name of the project. A table of contents for the Technical Proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

3.1.3. *Executive Summary*

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall identify any exceptions the Offeror has taken to the requirements, terms and conditions contained in this RFP.

Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to TOC terms and conditions, the Executive Summary should so state.

3.2 Work Plan

The offeror shall present an approach for meeting the requirements set forth in the Statement of Work described in Exhibit I. At a minimum, please address the following:

- a. Contract Organization (identify and explain the specific organization of your company and how this contract fits in with other areas of your company's operation).
- b. Provide resumes of personnel who might be responsible for the items set forth in the Statement of Work described in Exhibit I.
Personnel Commitment: By submitting the names for consideration under this Key Personnel Section, the Proposer is committing these people to TOC for the duration of this contract. No personnel changes will be permitted without written authorization from TOC via a contract amendment issued by TOC.

3.3 Description of Offeror

The offeror shall provide a brief overview of the offeror, including history, size, number of employees, etc. Please provide a description for all firms that are intended to participate in this project, including joint venture partners and subconsultants.

3.4 Experience of Offeror

List relevant experience within the past five (5) years. In particular, identify and describe any comparable projects that have been completed and provide at least three (3) project references.

4. FINANCIAL PROPOSAL FORMAT AND CONTENT

4.1. Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original of the financial proposal (Attachment A), so identified, one (1) original signed paper copy,

4.2. The detailed Financial Proposal (Attachment A) shall state the following:

4.2.1. Pre-Construction Fee inclusive of all costs that will be charged to TOC including reimbursable and broken out as follows. Work beyond schematic design is not currently funded and requires approval of the Ocean City Council.

4.2.1.1 Schematic design review and cost estimate (lump sum)

4.2.1.2 Remaining Preconstruction services including Design Development review and cost estimate, 50% and 90% Construction document phase reviews and estimates, value engineering and schedule (lump sum)

4.2.2. Construction CM Fee (as a percentage)

4.2.2. Construction Insurance (as a percentage)

4.2.2. General Conditions (indicate # of month assumed see attachment A)

5. Intentionally Deleted

6. MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted all of the requirements, terms and conditions set forth in this RFP. Any exceptions must be clearly identified in the Executive Summary of the Technical Proposal. A Proposal that takes exception to these terms may be rejected.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

1.1. EVALUATION CRITERIA

Evaluation of the Proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. Technical merit shall be given more weight than price in the process.

1.12. TECHNICAL CRITERIA

The criteria to be applied to each Technical Proposal are listed in descending order of importance:

- Experience of key personnel
- Description and experience of offeror, including size and current workload
- Work Plan
- Price (40%)
- Interviews
- References

1.2. N/A

1.3. N/A

1.4. **Intentionally Deleted**

1.5. GENERAL SELECTION PROCESS

1.5.1. The Contract will be awarded in accordance with the competitive sealed proposals process under TOC's Procurement Policies.

1.5.2. Prior to award of a contract pursuant to this RFP, TOC may require any or all Offerors to submit such additional information bearing upon the Offeror's ability to perform the contract as TOC may deem appropriate. TOC may also consider any information otherwise available concerning the financial, technical and other qualifications or abilities of the Offeror.

1.5.3. TOC may hold discussions with any or all Offerors judged reasonably susceptible of being selected for award, or potentially so. TOC also reserves the right to develop a short-list of Offerors deemed most qualified based upon their Technical Proposals and conduct discussions with only the short-listed Offerors. However, TOC also reserves the right to make an award without holding discussions. Whether or not discussions are held, TOC may determine an Offeror to be not reasonably susceptible of being selected for award, in its sole and absolute discretion, at any time after the initial closing date for receipt of proposals and the review of those proposals.

1.6. AWARD DETERMINATION

1.6.1. Upon completion of all evaluations, discussions and negotiations, the selection committee will recommend award of the contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the TOC considering technical evaluation factors and price factors as set forth in this RFP.

1.6.2. Based upon the Selection Committee's recommendation, the Procurement Officer may recommend award of the contract to the Mayor and City Council.

SECTION 5 – TERMS AND CONDITIONS

1. ABBREVIATIONS AND DEFINITIONS

For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

1.2. COMAR - Code of Maryland Regulations (available at www.dsd.state.md.us).

1.3. Contract Administrator (CA) – The TOC representative for this Contract that is primarily responsible for Contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this Contract to ensure compliance with the terms and conditions of the Contract and to assist the consultant in achieving on budget/on time/on target (e.g., within scope) completion of the Contract requirements. TOC may change the CA at any time by written notice to the Consultant.

1.5. Intentionally Deleted

1.6. Consultant – The Offeror selected to receive the Contract award under the procedures contained in this RFP.

1.7. Local Time – Time in the Eastern Time Zone as observed by the State.

1.8. Management Agreement– The agreement entered into between TOC and the selected Offeror responding to this RFP. The agreement will include all general TOC terms and conditions, and will incorporate the entire RFP, including any amendments/addenda, and all or indicated portions of the selected Offeror's proposal.

1.9. TOC – The Town of Ocean City Maryland.

1.10. TOC Business Hours – 8:00 A.M. to 5:00 P.M., local time, Monday through Friday, excluding City holidays.

1.11. TOC Procurement Policies – Town of Ocean City Purchasing & Procurement Policies and Procedures.

1.12. Notice to Proceed (NTP) – A formal notification issued by the Procurement Officer that: (1) directs the Consultant to perform work, and (2) as of a date contained in the NTP, to begin performance of the work.

1.13. Offeror – An entity that submits a Proposal in response to this RFP.

1.14. Procurement Officer (PO) – The TOC representative responsible for this RFP and for the resulting Contract. The Procurement Officer is also responsible for issuing notices to proceed, determining scope issues, and is the only TOC representative that can authorize changes to the Contract. TOC may change the Procurement Officer at any time by written notice to the Consultant.

1.15. Proposal - The technical and financial response provide by Offerors in response to this RFP.

1.16. RFP – This solicitation.

2. OFFEROR RESPONSIBILITIES

The Consultant shall be responsible for all products and/or services required by this RFP. The Consultant shall retain responsibility for all work performed by and any deliverable submitted by a subConsultant. If the Consultant that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Consultant such as, but not limited to, references and financial reports, shall pertain exclusively to the Consultant, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Consultant's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

3. ARREARAGES

The Consultant represents that it is not in arrears in the payment of any obligations due and owing the Town of Ocean City, including, by way of example only, the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Contract if selected for contract award.

4. PROTESTS

Any protest related to this RFP will be subject to TOC's Procurement Policies and Procedures or the relevant provisions of the Contract.

5. NON-EXCLUSIVE USE

It is TOC's intention to obtain the services described in this RFP under the resulting Contract. This Contract shall not be construed to require the TOC to use this Contract exclusively. TOC reserves the right to obtain services of any nature from other sources when it is in the best interest of TOC to do so and without notice to the Consultant. TOC makes no guarantee that it will purchase any products or services under the resulting Contract.

6. RIGHTS TO RECORDS

- 9.1. The Consultant agrees that all documents and materials, including but not limited to software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Consultant solely for purposes of this Contract with and delivered to TOC shall be the sole property of TOC and shall be available to TOC at any time. TOC shall have the right to use the same without restriction and without compensation to the Consultant other than that specifically provided by this Contract.
- 9.2. The Consultant agrees that, at all times during the term of this Contract and thereafter, works created as deliverables under this Contract, and services performed under this Contract, shall be “works made for hire,” as that term is interpreted under U.S. copyright law. To the extent that any products created as deliverables under this Contract are not works for hire for the State, the Consultant hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to such products, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 9.3. The Consultant shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Consultant with respect to all data delivered under this Contract.
- 9.4. The Consultant may not affix any restrictive markings upon any data or materials provided under this Contract, and if such markings are affixed, TOC shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

10. **PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY**

- 10.1. If the Consultant furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit TOC to use such item.
- 10.2. The Consultant will defend or settle, at its own expense, any claim or suit against TOC alleging that any such item furnished by the Consultant infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, copyright, or trade secret, the Consultant will defend TOC against that claim at the Consultant’s expense and will pay all damages, costs, and attorneys fees that a court finally awards, provided TOC: (i) promptly notifies the Consultant in writing of the claim; and (ii) allows the Consultant to control, and cooperates with the Consultant in, the defense and any related settlement negotiations. The obligations of this Section 6.2 are in addition to those stated in Section 6.3 below.
- 10.3. If any products furnished by the Consultant become, or in the Consultant's opinion are likely to become, the subject of a claim of infringement, the Consultant will, at its option and expense: a) procure for TOC the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

11. **CONFIDENTIALITY**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation any information or data stored within the Consultant's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

12. LOSS OF DATA

In the event of loss of any TOC data or records where such loss is due to the intentional act or omission or negligence of the Consultant or any of its subconsultants or agents, the Consultant shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer. The Consultant shall ensure that all data is backed up and recoverable by the Consultant.

13. INSURANCE

13.1. The Consultant and its subconsultants shall maintain Commercial General Liability Insurance or its equivalent, for bodily injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted after section "G" must be met. Such Commercial General Liability policy shall include the following extensions:

13.1.1. It is preferred that the general aggregate limit apply separately to this contract;

13.1.2. Premises/Operations;

13.1.3. Actions of Independent Consultants;

13.1.4. Products/completed Operations to be maintained for two (2) years after completion of the contract;

13.1.5. Contractual liability assumed under this contract;

13.1.6. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section).

13.2. The Consultant and its subconsultants shall maintain Business Automobile Liability Insurance which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired, or non-owned motor vehicles, uninsured motorist's insurance and automobile contractual liability. NOTE: INSURANCE MUST BE ON A PRIMARY BASIS. CONTRACTUAL REQUIREMENTS MUST BE CLEARLY INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

13.3. The Consultant and its subconsultants shall maintain Worker's Compensation Insurance as required by Maryland law.

- 13.4.** The coverage listed above shall be written for not less than the following limits of liability. Limits can be furnished by a combination of primary and excess (umbrella) policies.

Commercial General Liability Insurance including all extensions –
\$1,000,000 each occurrence;
\$1,000,000 personal injury;
\$1,000,000 products liability;
\$1,000,000 general aggregate

Business Automobile Liability -
\$1,000,000 each accident

Worker's Compensation Insurance – statutory requirements. Employers liability insurance - \$1,000,000 each accidental injury; and \$1,000,000 each employee, \$1,000,000 policy limit for disease.

- 13.5.** All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to TOC.

- 13.6.** No acceptance and/or approval of any insurance by TOC shall be construed as relieving or excusing the Consultant, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

- 13.7.** Intentionally deleted

- 13.8.** Insurance coverage required herein shall be in force throughout the Contract term. Should the Consultant fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the Contract term, TOC shall have the absolute right to terminate the Contract without any further obligation to the Consultant, and the Consultant shall be liable to TOC for the entire additional cost of procuring substitute performance and the cost of performing the incomplete portion of the Contract at the time of termination.

- 13.9.** Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude TOC from supervising or inspecting the operations of the Consultants as the end result.

- 13.10.** The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subconsultants and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Consultant shall be as fully responsible to TOC for the acts and omissions of the subconsultants and of persons employed by them as it is for acts and omissions of persons directly employed by the Consultant.

- 13.11.** TORT CLAIMS ACT. It is agreed that the Consultant and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against TOC, any immunity of the insured from tort liability (including Maryland Tort Claims Act), including any limitation of liability, unless requested by TOC.

13.12. The Consultant shall furnish subconsultants' certificates of insurance to TOC upon request.

14. **INTENTIONALLY OMITTED**

15. **INTENTIONALLY OMITTED**

16. **DISPUTES**

16.1. All disputes arising under or as a result of a breach of the resulting Contract which are not disposed of by mutual agreement shall be resolved in accordance with this Section 7.

16.2. When a controversy cannot be resolved by mutual agreement, the Consultant shall submit a written request for a final decision to the City Engineer of the TOC. The written request shall set forth all the facts surrounding the controversy.

16.3. The City Engineer shall render a written decision within 90 days of receipt of the Consultant's written request for final decision, unless the time is extended by mutual agreement of the parties to this Contract. This decision shall be furnished to the Consultant by certified mail, return receipt requested or by any other method that provides evidence of receipt. The decision shall be deemed the final action of the TOC. If a decision is not issued within 90 days, or within such extension of time as may be agreed upon by the parties to the Contract, it shall be deemed to be a decision not to grant the relief requested by the Consultant.

16.4. Pending resolution of a controversy, the Consultant shall proceed diligently with the performance of the Contract in accordance with Procurement Officer's directions.

17. **MARYLAND LAW**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

18. **NONDISCRIMINATION IN EMPLOYMENT**

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

19. **CONTINGENT FEE PROHIBITION**

The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the Consultant, to solicit or secure the Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona

(RFP)

fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of the Contract.

20. NON-AVAILABILITY OF FUNDING

If the City Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Contract succeeding the first fiscal period, the Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either TOC's rights or the successful Consultant's rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant and TOC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. TOC shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

21. TERMINATION FOR CAUSE

If the Consultant fails to fulfill its obligations under the resulting Contract properly and on time, or otherwise violates any provision of the Contract, TOC may terminate the Contract by written notice to the Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at TOC's option, become TOC's property. TOC shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Consultant's breach. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and TOC can affirmatively collect damages.

22. TERMINATION FOR CONVENIENCE

The performance of work under the resulting Contract may be terminated by TOC in accordance with this clause in whole, or from time to time in part, whenever TOC shall determine that such termination is in the best interest of TOC. TOC will pay all reasonable costs associated with this Contract that the Consultant has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Consultant shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

23. DELAYS AND EXTENSIONS OF TIME

23.1. The Consultant agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Consultant for any delays or hindrances from any cause whatsoever during the progress of the work specified in this Contract.

23.2. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including but not restricted to acts of God, acts of the public enemy, acts of the State or TOC in either its sovereign or contractual capacity, acts of another Consultant in the performance of a contract with TOC, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subconsultants or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Consultant or the

subconsultants or suppliers.

24. SUSPENSION OF WORK

The Procurement Officer unilaterally may order the Consultant in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of TOC.

27. RETENTION OF RECORDS

The Consultant shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by TOC under this Contract or until the expiration of any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of TOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

28. WARRANTIES

The Consultant represents and warrants that:

- 28.1. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 28.2. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 28.3. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- 28.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

29. COST AND PRICE CERTIFICATION

By submitting cost or price information, the Consultant certifies, to the best of its knowledge, that the information submitted is accurate, complete, and current as of the date of the Consultant's offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Consultant furnished cost or price information that, as of the date of its offer, was inaccurate, incomplete, or not current.

30. SUBCONTRACTING; ASSIGNMENT

The Consultant may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of TOC, nor may the Consultant assign this Contract or any of its

(RFP)

rights or obligations hereunder without the prior written approval of TOC. Any such approval shall be in TOC's sole and absolute subjective discretion. TOC shall not be responsible for the fulfillment of the Consultant's obligations to any subconsultant or assignee.

Exhibit 1.

STATEMENT OF WORK SEASONAL EMPLOYEE HOUSING AND POLICE BIKE STORAGE FACILITY

Contents

1. Contract Documents and Other References
2. Project Overview
3. Description of Work to be Performed
4. Deliverables
5. Schedule

1. Project Documents and Other References

- a. Request for Proposals
- b. Design space program
- c. Resulting Contract

2. Project Overview

- a. Executive Summary

The Town of Ocean City is soliciting proposals from qualified Construction Management (CM) firms for pre-construction services, with the possibility of entering into a Guaranteed Maximum Price (GMP) contract, for construction of a new Seasonal Employee Housing and Police Bike Storage Facility. The new approximately 8,000 sf facility is proposed to be located in an existing municipal parking lot located on the Southwest corner of the intersection of Somerset Street and Baltimore Ave. The proposed facility will have 3 stories, the first story will consist of a bus stop, public restroom, police bike storage and repair, and police office space. The second and third stories will consist of dormitory style seasonal housing for city employees. **Work beyond the schematic design estimate is not currently funded and requires approval of the Ocean City Council**

3. Scope of Work to be Performed

This section provides a description of the project goals and objectives and of the major tasks to be accomplished. The scope of services to be provided by the Consultant shall be divided into three specific phases— Schematic Design, Preconstruction, and Construction with the possibility of entering a Guaranteed Maximum Price (GMP) for the Construction Phase. The description of the project is as follows:

- **Schematic Design**

The project will initially be managed by the Ocean City Office of the City Manager. It is expected that the Construction Manager will work closely with the City Manager, and the design team including the Ocean City Development Corporation, Police Department and architect, Becker Morgan & Associates to perform pre-construction services through schematic design. These pre-construction services should include the following, but are not limited to:

- Kickoff Meeting
- Cost Estimate
- Schedule
- Constructability Review
- Value Engineering Options

- **Pre-construction Services**

The remaining pre-construction services for the project will be managed by the Ocean City Office of the City Engineer. It is expected that the Construction Manager will work closely with the City Engineer, and the design team including the Ocean City Development Corporation, Police Department and architect, Becker Morgan & Associates to perform pre-construction services. These pre-construction services should include the following, but are not limited to:

- Monthly meetings
 - Project Cost Estimating and Budgeting at
 - Design development
 - 50% Construction Documents
 - 90% Construction Documents
 - Scheduling
 - Project Phasing
 - Constructability Reviews
 - Value Engineering including one full VE work shop
 - Quality Assurance
 - Scope Definitions
 - Bid Packaging and Preparations
 - Monthly Project Reports
- **Construction**
 - Construct the new Seasonal Employee Housing and Police Bike Storage Facility.

It is the intent of TOC to enter into a Guaranteed Maximum Price (GMP) contract for the construction of the project and be involved in the bidding of subcontracts. TOC may elect to continue or to not continue to work with the CM firm selected for the pre-construction phase. This decision will be based on in part, but not limited to, performance during the pre-construction phase and the ability to negotiate an acceptable GMP.

4. Deliverables

During the pre-construction phase, the following deliverables shall be included:

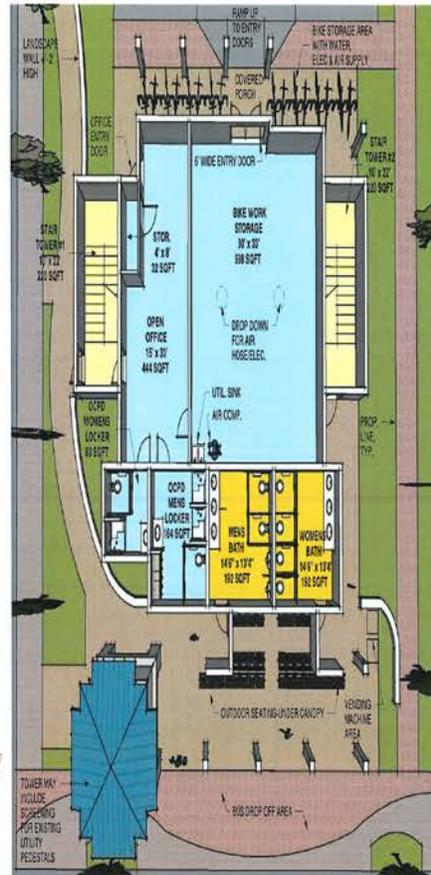
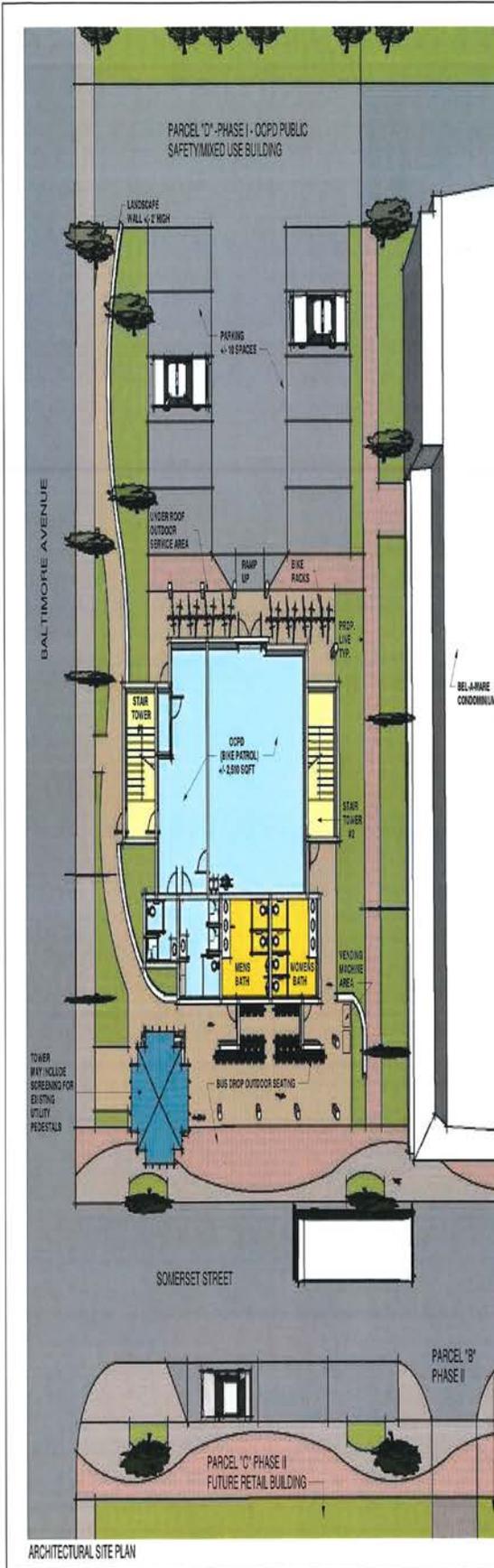
- Schematic Design Cost Estimate
- Design Development Cost Estimate
- 50% Construction Document Cost Estimate
- Final Design (90% CD) Cost Estimate
- Construction schedule, Gantt Chart
- Value Engineering report

5. Schedule

Contract Notice to Proceed is expected to be issued on or about September 20, 2022. Schematic design, including floor plans, sections and elevations are in progress and expected to be completed no later than September 6, 2022. The first cost estimate will be due three weeks after contract Notice to Proceed. Construction is expected to begin on or about February 2023 and to be completed no later April 30, 2024.

ATTACHMENTS

ATTACHMENT 1.A. – Project Space Program



GROUND FLOOR PLAN

DEVELOPMENT SUMMARY - PARCEL "D" - OCPD PUBLIC SAFETY BUILDING 8 ROOMS / 24 RESIDENTS

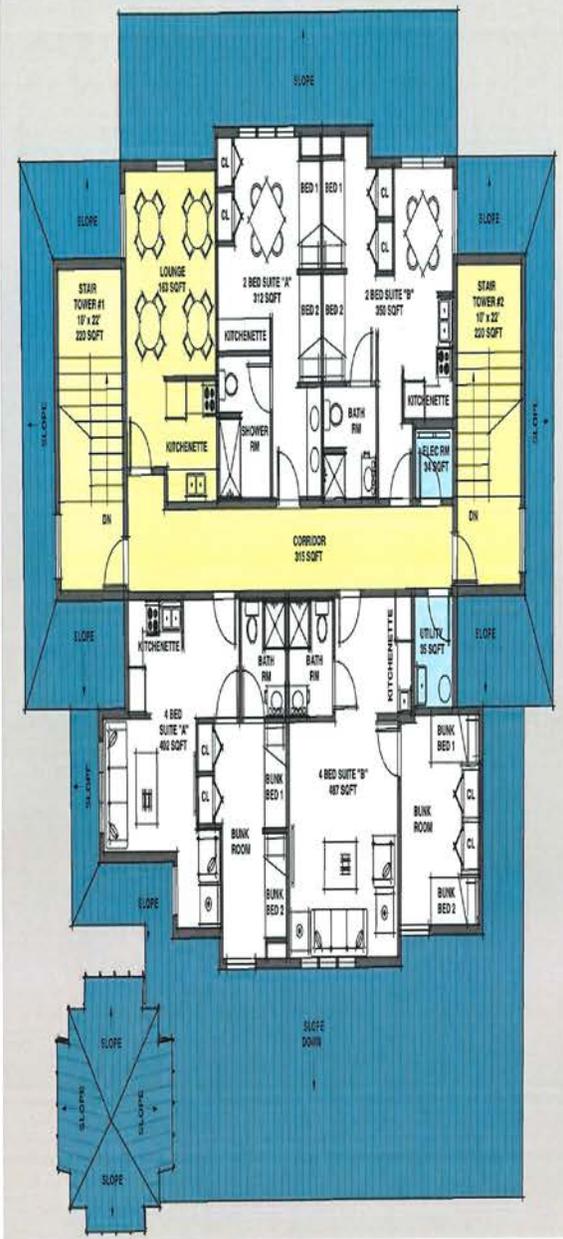
ROOM NAME	FLOOR #	ROUGH DIMS	# OF BEDS	TOTAL AREA	NOTES
FLOOR 1					NET SF
COCP BIKE WORK STORAGE	1	30' x 20'	N/A	600 SF	MIN. 50 BIKES
COCP OPEN OFFICE	1	15' x 30'	N/A	444 SF	
STORAGE	1	4' x 8'	N/A	32 SF	
COCP WOMEN'S LOCKER	1	17' x 22'	N/A	376 SF	INCLUDES SHOWERS & LOCKERS
COCP MENS LOCKER	1	12' x 12'	N/A	144 SF	INCLUDES SHOWERS & LOCKERS
STAR TOWER #1	1	10' x 22'	N/A	220 SF	
STAR TOWER #2	1	10' x 22'	N/A	220 SF	
MENS BATHROOM	1	14'6" x 13'4"	N/A	192 SF	
WOMENS BATHROOM	1	14'6" x 13'4"	N/A	192 SF	
FLOOR 1 SUBTOTAL				1,540 SF	NET SF - CONDITIONED SPACE
BUS DROP SEATING					UNDER CANOPY
BUS DROP SEATING	1	48' x 15'	N/A	1,480 SF	
FLOOR 2 & 3					
CORRIDOR	2/3	VARIES	N/A	240 SF	MIN. 6\"/>
STAR TOWER 1	2/3	10' x 22'	N/A	220 SF	
STAR TOWER 2	2/3	10' x 22'	N/A	220 SF	
UTILITY CLOSET	2/3	5' x 7'	N/A	35 SF	INCLUDES MOP SINK & HOT W/H
ELEC CLOSET	2/3	7' x 8'	N/A	56 SF	INCLUDES ELEC PANELS
LOUNGE	2/3	12' x 20'	N/A	240 SF	INCLUDES SINK, MOP, RANGE, DW (SEATING FOR 6)
2 RESIDENT SUITE "A"	2/3	VARIES	2	312 SF	INCLUDES KITCHENETTE
2 RESIDENT SUITE "B"	2/3	VARIES	2	300 SF	INCLUDES KITCHENETTE
4 RESIDENT SUITE "A"	2/3	VARIES	4	482 SF	SEPARATE BUNK RAIL LIVING RM
4 RESIDENT SUITE "B"	2/3	VARIES	4	487 SF	SEPARATE BUNK RAIL LIVING RM
FLOOR 2 SUBTOTAL			12 PER FL	2,511 SF	NET SF - CONDITIONED SPACE
FLOOR 3 SUBTOTAL			12 PER FL	2,511 SF	NET SF - CONDITIONED SPACE
SUBTOTAL				7,564 SF	NET SF - CONDITIONED SPACE
INTERPATIAL AREAS				737 SF	ALL (2) FLOORS COMBINED
GRAND TOTAL - GROSS SQFT				8,301 GSF	

BECKER MORGAN GROUP
 ARCHITECTURE ENGINEERING
 1850 Greenway Ave
 Suite 200
 28174-2520
 Raleigh, NC
 29504-1500
 919.876.1500
 www.beckermorgan.com

OCDC MODEL BLOCK
 PARCEL "D" - OCPD PUBLIC SAFETY
 SOMERSET STREET & BALTIMORE AVE
 OCEAN CITY, MD

OCPD PUBLIC SAFETY - MIXED USE BUILDING - ARCH SITE PLAN & GROUND FLOOR PLAN

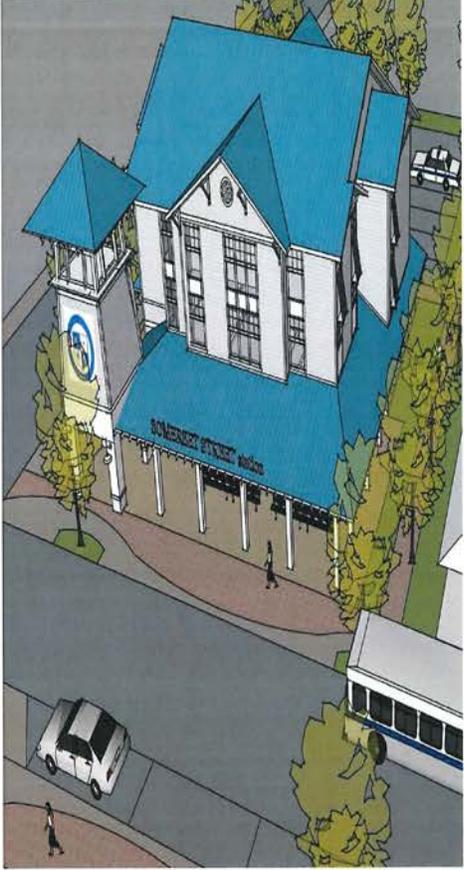
DATE: 2/16/2022
 SCALE:
 DRAWN BY: WES PROJ/WRG: MES
A907
 02/16/2022



TYPICAL CONCEPTUAL FLOOR PLAN - SECOND & THIRD FLOOR

PARTIAL DEVELOPMENT SUMMARY - PARCEL "D" - OCPD PUBLIC SAFETY BUILDING
 # ROOMS: 24 RESIDENTS

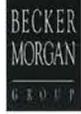
ROOM NAME	FLOOR #	ROUGH DIMS	# OF BEDS	TOTAL AREA	NOTES
FLOOR 2 & 3					NET SF
CORRIDOR	2/3	VARIABLE	N/A	248 SF	MIN. WIDTH 6'-0"
STAIR TOWER 1	2/3	10' x 22'	N/A	220 SF	
STAIR TOWER 2	2/3	10' x 22'	N/A	220 SF	
UTILITY CLOSET	2/3	5' x 7'	N/A	35 SF	INCLUDES MOP SINK & HOT WH
IT/ELEC CLOSET	2/3	7' x 5'	N/A	35 SF	INCLUDES ELEC PANELS
LOUNGE	2/3	12'0" x 20'	N/A	240 SF	INCLUDES SINK, FRIG, MICRO RANGE, DW (SEATING FOR 10)
2 RESIDENT SUITE "A"	2/3	VARIABLE	2	624 SF	INCLUDES KITCHENETTE
2 RESIDENT SUITE "B"	2/3	VARIABLE	2	600 SF	INCLUDES KITCHENETTE
4 RESIDENT SUITE "A"	2/3	VARIABLE	4	1608 SF	SEPARATE BUNK RM, LIVING RM
4 RESIDENT SUITE "B"	2/3	VARIABLE	4	1948 SF	SEPARATE BUNK RM, LIVING RM
FLOOR 2 SUBTOTAL			12 PER FL	2,511 SF	NET SF - CONDITIONED SPACE
FLOOR 3 SUBTOTAL			12 PER FL	2,511 SF	NET SF - CONDITIONED SPACE



AERIAL AXONOMETRIC - SOMERSET STREET



RENDERING - WEST ELEVATION



BECKER MORGAN GROUP
 ARCHITECTURE
 ENGINEERING
 PLANNING
 100 S. Greenway Ave.
 Suite 100
 Raleigh, NC 27601
 919.434.7000
 www.bmgroup.com

OCPD MODEL BLOCK
 PARCEL "D" - OCPD
 PUBLIC SAFETY
 SOMERSET STREET &
 BALTIMORE AVE.
 OCEAN CITY, MD

OCPD - PUBLIC SAFETY - MIXED USE BUILDING - UPPER FLOOR PLAN & RENDERINGS

PROJECT NO: 2022-07-00
 DATE: 1.10.2022
 SCALE:
 DRAWN BY: WES FROLMER, WES

A908
 10/19/2022

ATTACHMENT A

- 1) The Financial Proposal includes the documents listed below. Proposal submissions shall be organized in the sub sections indicated.
 - a) Transmittal Letter: Provide a transmittal letter listing all items contained in the Financial Proposal and signed by a company Executive authorized to bind the firm to all the statements, services and financial commitments contained in the proposal.
 - b) Financial Proposal Form including:
 - i) Lump Sum Fees for pre-construction services broken out as follows:
 - (1) Schematic Design constructability review and cost estimate
 - (2) Remaining preconstruction services including Design Development constructability review and cost estimate, 50% and 90% CD estimates, constructability reviews, value engineering work shop, and schedules.
 - ii) Construction Management fee expressed as a percentage of the project cost (project costs excludes design fees, FFE, and owner's contingency).
 - iii) Construction bonding and insurance fees expressed as a percentage of the project cost (project costs exclude design fees, FFE, and owners contingency).
 - iv) General Conditions as a lump sum broken out per the attached General Conditions Pricing Form.

General Conditions Pricing Form

Item	Category	Description	Monthly Cost
1	Project Personnel	Project manager, Superintendent, other field personnel, payroll burden, out of town expenses	\$
2	Vehicle Expenses	Field personnel vehicle costs	\$
3	Safety and site security	First aid supplies, hard hats, signage, locks and fencing	\$
4	Temporary field facilities	office trailers including rent, set up charges, communications, utilities, cleaning. Project sign. Computers, software and furniture	\$
5	Field office supplies	office supplies, postage, reproduction	\$
6	Temporary Utilities	Temporary utilities required during construction	\$
7	Waste management	waste management, disposal, and daily cleaning	\$
8	Material Handling	Chutes, rental equipment not supplied by trades	\$
9	Misc Materials and small tools	Misc materials, small tools, survey equipment	\$
10	Other		\$
11	Other		\$
12	Other		\$
13	Other		\$
	Total Monthly Cost for General Conditions		\$

	Insurance & Bond Costs as a percentage of the project construction costs		Cost as a percentage of Construction
11	General Liability Insurance		%
12	Builders Risk Insurance		%
13	Payment and Performance Bonds		%
14	Other Insurance		%

Financial Proposal Form

1.0 Pre-construction Services:

1.1 Schematic design constructability review & estimate \$ _____

1.2 Remaining preconstruction services including Design Development constructability review & estimate, 50% and 90% CD estimates, constructability reviews, value engineering work shop, and schedules.

\$ _____

2.0 Construction Services

2.1 Construction Management Fee % _____

2.2 Construction Bonding & Insurance (total I2-4) % _____

2.3 Construction General Conditions (total G1-14) x 14 months \$ _____