

City of Salisbury



MARYLAND

SALISBURY CITY COUNCIL WORK SESSION AGENDA

**OCTOBER 20, 2014
COUNCIL CHAMBERS, ROOM 301
GOVERNMENT OFFICE BUILDING**

- 1:30 p.m. Update on RFP for Power Purchase Agreement – Jennifer Miller
- 2:15 p.m. The Bricks pending RFP – Council discussion – Jennifer Miller
- 2:30 p.m. Stormwater Utility – Mike Moulds/Amanda Pollack/Mark Tilghman
- 3:15 p.m. CareFirst Year End Review – Jean Sewell
- 3:45 p.m. Motion to convene in Closed Session as permitted in the Annotated Code of Maryland §10-508(a)(1)(8).

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 10-508(a).*

City of Salisbury



MARYLAND



JAMES IRETON, JR.
MAYOR

M. THOMAS STEVENSON, JR.
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-548-3190 Procurement
Fax: 410-548-3192 Procurement

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JENNIFER MILLER
ASST. DIRECTOR OF INTERNAL
SERVICES

To: Mayor & City Council

From: Jennifer Miller

Date: October 9, 2014

Re: Update on RFP 07-15
Net Aggregate Metered Alternative Site Solar PV or Wind Turbine Electric Generating System

On Thursday, October 9, 2014, the City of Salisbury Internal Services Department – Procurement Division, posted the above noted RFP to seek proposals from to provide services for the development, design, permitting, construction, and financing of up to a 2 megawatt solar photovoltaic or wind turbine electric generating system at a site not owned by the City, located in the Delmarva Power of Maryland utility service area, to qualify for “Net Aggregate Metering” of designated City accounts. The term of the resulting agreement(s) from this RFP would be November 1, 2015 through October 31, 2035 (20 years). We can award the contract to more than one vendor, should multiple sites be proposed and viable.

The following is the timeline referenced in the RFP:

- Issue RFP: October 9, 2014
- Pre-bid Meeting: October 27, 2014 (our energy consultant will be present as well)
- Response Date to RFP, technical and price proposals: November 14, 2014
- Convene Proposal Review Committee: Week following submission of proposals.
- Preliminary Short-list of VENDORS: Two weeks following submission of proposals.
- VENDOR PPA Contracts Review Period by City: Beginning the week following submission of proposals.
- Target date for receipt of comments back from City Attorney: Four weeks following submission of proposals: December 1, 2014.
- Short-listed VENDOR Interviews: Six weeks following submission of proposals.
- VENDOR Interviews: December 15, 2014.
- Request for “best and final” offers to include acceptance of final Contract comments from City: TBD.
- Submit VENDOR selection recommendation to Mayor and City Council: TBD.
- Notification of Selection of VENDOR: Target date 180 days following submission of proposals.
- Date for execution of PPA contract with VENDOR: Within 60 days.
- VENDOR to commence construction of solar photovoltaic or wind turbine electric generation system: TBD.
- VENDOR to provide certification of commercial operation of the solar photovoltaic or wind turbine electric generation system no later than November 1, 2015.
- The “Commencement Date” for the start of electricity flow from solar photovoltaic or wind turbine electric generation system no later than November 1, 2015.

We have also included language requested by the Council to specifically address Job Creation:

“VENDOR shall provide to the City an estimate of the number of full time jobs in connection with the operation of the Solar PV or Wind Turbine System by VENDOR or through employment by an Affiliate or Subsidiary of VENDOR, or by contractors or service providers engaged to provide goods or services in connection with the construction of the Solar PV or Wind Turbine System and thereafter in the course of operating the proposed system. VENDOR shall also provide a brief description of the types of jobs created and the approximate location of such.”

The bid advertisement will run Saturday, October 11. The bid is currently posted on eMaryland Marketplace and the City’s website (<http://www.ci.salisbury.md.us/>), and was sent to a bidder list of approximately 18 companies.

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CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

To: Mayor & City Council

From: Jennifer Miller

Date: September 25, 2014

Re: The Bricks

In 2009, the City of Salisbury solicited bids for the “Turnkey Development & Long-Term Management/Leasing” for a City-owned property located at 432-434 Isabella Street, known as “The Bricks”. The contract was awarded to Homes for America but Council did not vote in favor of accepting a \$75,000 conditional grant from the Maryland Affordable Housing Trust (MAHT), which was necessary for the project to receive \$1,463,000 in construction funding. Therefore, the project and contract with Homes for America was terminated. Council then recommended that the property be surplus at the July 2, 2012 WS, but the property was never declared surplus. On Oct. 7, 2013, the Council agreed to an RFP that “outlines what was proposed in the past”.

The Internal Services Department – Procurement Division seeks consensus from Council as to its intentions for “The Bricks,” so as to draft an appropriate Scope of Work for the next bid solicitation. For reference, we have attached RFP 08-09 REBID The Bricks. This RFP is written with the same scope of work as the previous RFP but has been updated to include more recent front-end documents, along with notation of a recent appraisal (December 2013) and an Environmental Inspection Report (June 2014).



Professional, Confidential and Objective Environmental Health Evaluations

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Lewes, DE 19958
Phone: 302.947.1810
Fax: 302.947.1350
www.sussexenvironmental.com

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June 30, 2014

Tom Tengman, Senior Buyer
City of Salisbury
125 N Division Street, Room B10
Salisbury, Maryland 21801
tengman@ci.salisbry.md.us

Re: The Bricks Hotel, Salisbury, Maryland
Lead and Asbestos Survey Report

Dear Tom,

Attached is the evaluation report based on visual evaluation and sampling of the above referenced property. The assessments entailed evaluation and sampling for asbestos and lead regulated hazardous materials prior to building sale.

Please be advised that there is the potential for asbestos containing materials in wall or ceiling cavities that can be disturbed in process of renovations as these areas were not observed during this survey.

Please review the attached and feel free to call if you have any questions. Thank you for using our services.

Sincerely,

Susan E. White, PhD, CMC
Industrial Hygienist
Member, LLC

EVALUATION

Sussex Environmental Consultants (SEC) was retained to conduct an environmental evaluation at The Bricks Hotel, Salisbury, Maryland prior to building sale for renovations. The building consists of three levels with basement. The building construction is brick and block with wood framing, plaster, drywall joint compound, ceiling tiles, vinyl floor and flat roof.

The evaluation performed on June 10, 2014 included the following:

1. Survey of suspected presence of asbestos containing materials, lead based paints, and other possible building contaminants
2. Collection of samples of suspect asbestos containing materials on interior and exterior of building; Analysis by Polarized Light Microscopy (PLM) by an approved NVLAP accredited
3. Lead based paint analysis on interior and exterior surfaces of buildings by direct reading NITON model 700-300ASLP X-ray fluorescence (XRF) lead paint analyzer to sample paint for lead. XRF Instrument serial # 26093 was used for this project. Licensed Maryland State Lead Risk Assessor, Susan E White (License No. 11439RA) tested this site
4. Evaluation for mold and moisture issues

The following were observed:

3rd floor

- Vinyl floor in several rooms
- Ceiling tiles
- Plaster walls and ceilings.

2nd floor

- Vinyl floors
- Plaster walls and ceilings
- Drywall and joint compound

First floor

- Vinyl floors
- Plaster walls and ceilings

Roof

- Flat roof with tar and rubber content

METHODOLOGY

Asbestos

This survey was used to determine the location and quantity of friable and non-friable ACM (Asbestos Containing Materials) in the building prior to renovations. Before any renovation activity begins, it is important to determine whether the building materials contain asbestos above regulated limits. This is accomplished by bulk sampling of the suspect materials. Small pieces of the materials are collected and submitted to laboratory analysis, using polarized light microscopy (PLM) to determine asbestos content.

Random samples must be collected that statistically represent a homogeneous area of material, which is not assumed to be ACM. "Homogeneous area" is defined as an area of material that is uniform in color and texture. With the exception of certain building materials (i.e., boiler lining insulation), all accessible suspect materials were sampled to provide a determination of the asbestos content.

Representative samples were obtained by the State of Maryland licensed EPA AHERA Building Inspector as identified during an initial walk-thru. Suspect asbestos containing materials were identified as floor covering, plaster walls and ceilings, roofing, ceiling tiles and drywall mudding.

Bulk samples of suspect materials collected during the asbestos survey were analyzed by an accredited laboratory using PLM techniques, EPA-600/R-93/116 method of analysis. If samples do not contain greater than 1 percent asbestos, the area is considered to be free of ACM. If even one sample, collected from a homogeneous area, contains greater than 1 percent asbestos, the entire homogeneous area is considered to contain ACM. Samples were analyzed by Aerobiology Laboratory Associates, Inc. of Dulles, Virginia, NVLAP Accreditation # 200829.

Lead

A NITON XRF Niton XLP instrument was used for direct reading lead analysis of suspected painted surfaces in the interior and exterior of the building. The analysis began with a warm up period for the instrument. The instrument began by conducting an internal self-calibration.

Using thin film standards, internal calibration was verified to within $\pm 5\%$ of the calibration standard. Use of minimum of three standards at concentrations of $15 \mu\text{g}/\text{cm}^2$, $150 \mu\text{g}/\text{cm}^2$, and one standard concentration between these two values was used for calibration.

Sample readings were obtained by a State of Maryland licensed Lead Risk Assessor. The instrument is placed directly on the painted surface to be measured for lead content. The instrument continues to read until it is moved away from the testing surface, terminated by the user, or the instrument software indicates the reading is complete. Results are provided in units of $\mu\text{g}/\text{cm}^2$.

Mold

The evaluation entailed a visual observation of indoor accessible areas for the presence or evidence of water damage, water stains and/or suspect fungal growth.

SAMPLE RESULTS & FINDINGS

Asbestos-containing Materials

Hidden materials located in or on subsurface and exterior surfaces are deemed presumed asbestos containing materials (PACM) until the time they are exposed and can be sampled and analyzed for asbestos content. The building may contain asbestos containing thermal system insulation (TSI) in ceiling and wall cavities. Therefore, it is recommended the cavities are assessed during renovations to identify presence of asbestos containing materials that may be hidden.

Nineteen (19) samples were obtained for Polarized Light Microscopy Analysis by Aerobiology Laboratory Associates, Inc. of Dulles, Virginia. Results follow with asbestos containing areas shaded to identify:

Sample #	Location	Material	Analysis Results
01	3 rd floor room 1	12" white vinyl; yellow mastic	None detected
02	3 rd floor room 2	Ceiling tiles	None detected
03	3 rd floor room 1	Plaster wall	None detected
04	3 rd floor room 4	White sheet vinyl	None detected
05	3 rd floor room 5	Bathroom brown sheet vinyl	None detected
06	2 nd floor room 6	Tan vinyl	None detected
07	2 nd floor room 6	Red vinyl	None detected
08	2 nd floor room 7	Plaster lathe	None detected
09	2 nd floor room 7	Plaster wall	None detected
10	2 nd floor room 8	Drywall joint compound	None detected
11	2 nd floor room 9	12" white vinyl flooring	None detected
12	Roof	Decking	None detected
13	Roof	Paper at flashing	None detected
14	1 st floor entry	Drywall joint compound	None detected
15	2 nd floor rear kitchen	Green sheet flooring	None detected
16	2 nd floor bath rear	White sheet vinyl	None detected
17	1 st floor bath	Yellow sheet vinyl	None detected
18	1 st floor kitchen	White sheet vinyl	None detected
19	Front left foyer	Brown sheet vinyl	None detected

Building materials are deemed as asbestos containing if they contain >1% asbestos by weight. Results identified no materials as asbestos containing. There is always the possibility of exposure of hidden asbestos containing pipe and fitting insulation as walls and ceilings are removed. Please be advised that this material may be present and must be addressed per State of Maryland and Environmental Protection Agency (EPA) regulations for abatement.

Lead Paint Analysis

Presence of lead paint was determined by use of an XRF analyzer which provided direct reading of paint layers on all surfaces assessed. Surfaces assessed included block walls, stairwell rails, posts and steps, ceilings, window frames & sills, doors, door jambs. Surfaces of various paint colors were assessed with the XRF for lead content.

Results identified presence of lead paint on surfaces in the interior or exterior of the building as follows:

Location	Component	Lead paint (µg/cm²)
3 rd floor	Rear porch exterior window, door and trim	Grey/blue 4.2
2 nd floor	Window sills	Brown 2.5
2 nd floor	Large bathroom unused window trim	White 5.7
1 st floor	Original front door	Blue 4.9
1 st floor	Entry room ceiling	Green 11.3
Basement	Door and trim	Blue 4.3
Exterior	Left door casing and trim	Blue 3.8
Exterior	Front door and threshold	Gray 7.8

Mold & Moisture

Visible mold and water damage was observed at ceilings, windows, exterior porch areas and basement and crawlspace. These areas will change with weather conditions and time. It is suspected that there is mold behind walls; however, it is anticipated that these floors, walls and ceilings will be removed as part of the building renovations under new ownership.

SUMMARY

No asbestos containing materials were observed during this evaluation. There is the possibility that asbestos containing pipe and fitting insulation will be exposed as walls and ceilings are removed that must be addressed according to State of Maryland regulations for friable asbestos containing materials.

Lead painted surfaces were identified as indicated in the table above. This material must be addressed per State of Maryland regulations for removal and disposal. If removed, a TCLP (Toxicity characteristic leaching procedure) sample must be obtained from the debris to determine if the materials must be discarded as lead containing.

It is recommended that once the walls and ceiling materials are removed, that a full evaluation is completed for mold and moisture issues for recommendations of remediation as part of renovations.

CITY OF SALISBURY

PURCHASING DEPARTMENT

SALISBURY, MARYLAND

PROPOSAL DOCUMENTS

CONTRACT NO. RFP 08-09 REBID

THIS SPACE FOR PROCUREMENT DEPARTMENT
Date of Award:
Awarded To:
Chargeable to Account :
Project No.
Project Name: TURNKEY DEVELOPMENT & LONG-TERM MANAGEMENT FOR “THE BRICKS”
Bid Date:
Bid Time: WEEKDAY, Month & date 2014 at 2:30 P.M. Local Time
125 N. Division Street, RM B10, Salisbury, MD 21801
Pre Bid Meeting Scheduled: Weekday, Month & date, 2014
Room 306 at 2:00 P.M. Local Time
Ad Run:

ADVERTISEMENT

CITY OF SALISBURY

RFP 08-09 REBID

TURNKEY DEVELOPMENT & LONG-TERM MANAGEMENT FOR “THE BRICKS”

The City of Salisbury is seeking The City of Salisbury is seeking proposals from qualified firms or individuals to provide services for the redevelopment/revitalization and long term leasing of the City of Salisbury property, located at 432-434 Isabella Street, known as “The Bricks”. It is estimated this property, when remodeling has been completed, will have eight to ten apartments and is to be developed as affordable housing.

Proposal documents for RFP 08-09 REBID may be obtained from the City of Salisbury Procurement Division, Room B10, 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.us; 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 **Weekday, Month & date, 2014 at 2:00 P.M.** (local time) in Room 306 of the Government Office building, address listed above. A site visit will be held immediately after the pre-proposal meeting. Attendance is not mandatory but highly recommended.

Questions are due no later than **Weekday, month & date, 2014** 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 Tom Tengman, Senior Buyer, 125 N. Division Street, Room B10, Salisbury, MD 21801, by fax at 410-548-3192, or via email at ttengman@citylivingsalisbury.com.

Sealed Proposal Documents are due in the Office of the Assistant Director of Internal Services – Procurement Division, address above, Room B10, on **Weekday, Month & date, 2014 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.

All minority business enterprise vendors are encouraged to compete for award of said Services.

Jennifer L. Miller
Assistant Director of Internal Services-Procurement Division
City of Salisbury, Maryland

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Field Report dated October 23, 2006.
Roofing Repair Invoice
Sussex Environmental Inspection Report
Appraisal date December 2013

SECTION I: INTRODUCTION

1. PURPOSE

A. The City of Salisbury is seeking proposals from qualified firms or individuals to provide “a turnkey solution” for the redevelopment/revitalization, and long term leasing, of the City of Salisbury property know as “The Bricks”. It is estimated this property, when remodeling has been completed, will have eight to ten apartments and is to be developed as affordable housing.

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 Jennifer Miller, Assistant Director Internal Services-Procurement Division, 125 N. Division Street, Room B10, Salisbury Maryland 21801, during normal business hours, or by fax at 410-548-3192, or by email at jennifermiller@ci.salisbury.md.us.

B. Copies of the Proposal Documents are available in the Office of the Assistant Director of Internal Services-Procurement Division, 125 North Division Street, Room B10, Salisbury, Maryland 21801 or by calling (410) 548-3190 during normal business hours, or via our web site, www.ci.salisbury.md.us ; 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 two (2) 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 254 and Standard Form 255 or 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 Assistant Director of Internal Services–Procurement Division 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 the Assistant Director of Internal Services-Procurement Division 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.

F. ALL MINORITY BUSINESS ENTERPRISE VENDORS ARE ENCOURAGED TO PARTICIPATE.

G. All Vendor submitted Proposal Documents will be valid for a minimum of one hundred twenty (120) 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 one hundred twenty (120) 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.

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.

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 Assistant Director of Internal Services–Procurement Division.

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 Assistant Director of Internal Services-Procurement Division (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 Assistant Director of Internal Services-Procurement Division (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 Assistant Director of Internal Services, Procurement Division, Government Office Building, 125 N. Division Street, Room B10, 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 L. Miller, Assistant Director of Internal Services–Procurement Division, at 410-548-3190 during normal business hours.

E. The Assistant Director of Internal Services–Procurement Division, 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. 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. Comprehensive General Commercial Liability: \$1,000,000 (One million dollars) per occurrence, \$2,000,000 (Two million dollars) aggregate, for bodily injury, personal injury and property damage. The general aggregate limit will apply separately to the project/location or the general aggregate will be twice the required occurrence limit.

2. Workers Compensation and Employer's Liability: Worker's Compensation as mandated by the Code of the State of Maryland and Employer's Liability with limits of \$1,000,000 (One million dollars) per accident.

3. Comprehensive Automobile Liability: \$1,000,000 (One million dollars) combined single limit per accident for bodily injury and property damage. Include hired, non-ownership coverage and owned vehicle coverage if the company owns a vehicle.

4. Professional Liability: Coverage (errors and omissions), \$1,000,000 per occurrence minimum.

5. 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 Assistant Director of Internal Services–Procurement Division 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

CONTRACT RFP 08-09 REBID
SECTION III: SCOPE OF SERVICES

1. BACKGROUND

A. The City of Salisbury is a suburban community located in the lower Eastern Shore of Maryland. Located in Wicomico County, this community of approximately 26,000 surrounds various tributaries to the Chesapeake Bay, including the Wicomico River. The building, known as "The Bricks," was built in 1920 and is located at 432-434 E. Church Street, Salisbury, MD 21801-4928 (see map location P.1018, P.1019). This building has been donated to the City and it is the City's intention to utilize this facility to provide affordable housing opportunities.

2. CONDITION OF BUILDING

A. This building and related property was appraised on behalf of the City in December, 2013, in the amount of \$70,000. This building is a three story brick structure with a total of 8,400 square feet of enclosed area, an unfinished basement and two porches. It is currently divided into eight, one-bedroom apartments with bath, living room and kitchen. The building has been determined as structurally sound, although the interior condition is poor.

B. An inspection by the department of Neighborhood Services and Code Compliance identified mold in two upper floor rooms due to a leaking roof. The roof of the building was replaced prior to donation of the building to the City of Salisbury. The mold is no longer expanding and a determination was made that the remediation of the mold can be included as part of the building revitalization.

C. Environmental testing for lead, asbestos and mold by Sussex Environmental was completed in June 2014. Test results are attached.

3. BUILDING LAYOUT

A. Approximate dimensions for existing interior rooms are as follows:

1. 1st floor: Right Unit-Front bedroom 12 x 14, Living room 13 x 20, Kitchen 13 x 12.
Left Unit-Great Room 24 x 24.

2. 2nd floor: Front bedroom/living room 13 x 11. 2nd bedroom 13 x 13, Kitchen 12 x 13, Left unit-Living room 13 x 15, Bedroom 13 x 15, Kitchen 8 x 6.

3. 3rd floor: Right unit-Front bedroom 17 x 12, Living room 17 x 13, Kitchen 13 x 12, Left-Front Unit Living room 15 x 12, Bedroom 15 x 15, Kitchen 8 x 11. Left unit-Rear Bedroom 13 x 17, Living room 13 x 14, Kitchen 14 x 13.

B. When completed, the building will be required to have a minimum of one (1) unit on the first floor level which is handicapped accessible. Elevators will not be required for this building.

4. FUNDING

A. All funds for this project will be managed by the City of Salisbury.

5. PROPERTY MANAGEMENT

A. Vendors should include a proposed Property Management Plan and proposed Development Agreement with their submittal.

CONTRACT RFP 08-09 REBID
SECTION IV: SPECIAL CONDITIONS

6. PROJECT SCOPE

- A. This project encompasses the financing, designing, redevelopment/revitalization, managing and marketing of an expected 8-10 unit apartment building from the existing structure. The City anticipates a “turnkey solution” for the project with a long-term operating and management agreement. The anticipated use of this completed project is to provide affordable housing to City of Salisbury residents who qualify.
- B. The draft Master Plan shall be submitted within 12 months of the kickoff meeting.

7. DEVELOPMENT OF PROPOSAL

- A. Vendors should submit a plan (or plans) for a total turnkey project solution. The City will retain ownership of the building during and after rehabilitation. The City will work with the developer to complete a development agreement which will specify points or issues which would require City review and approval, such as contractors and subcontractors, preliminary and final design, financing plan, rental amounts, operating budget and plan, and other major issues that may arise.
- B. The submittals should include, but is not limited to, the following:
 - 1. Approach by vendor for securing 100% financing of all redevelopment costs through grants and other funding opportunities;
 - a. Costs may include, but are not limited to: architect, contractor, engineer, construction, permits, supervision, insurances, taxes, furnishings and equipment, surveys, attorney fees, etc;
 - b. Developer shall be responsible for preparing applications for applicable grant and loan funding programs including, but not limited to, Partnership Rental Housing Program (PRHP), State Rental Housing Funds, Home Partnership Investment Funds and Maryland Affordable Housing Trust grants;
 - c. Developer shall be responsible for determining feasibility for registering the property as historic for tax credit purposes.
 - 2. Methodology for development of the project per desired outcome of eight to ten units;
 - 3. Estimated time schedule for project;
 - 4. Management and marketing plan for the completed development project;
 - 5. Leasing requirements as requested by the Vendor;
 - 6. Experience & staffing requirements per Section V.
- C. There is no adjacent property for future expansion.

8. LONG-TERM MANAGEMENT AGREEMENT

- A. The City of Salisbury will retain ownership of the property, but will enter into a long-term management agreement for complete management and upkeep of the property.

END OF SECTION

CONTRACT RFP 08-09 REBID
SECTION IV: SPECIAL CONDITIONS

1. SUBMITTAL
 - A. Vendors should include a complete combination turnkey development and management proposal.
 - B. Vendor should provide proof of experience in participating in government funded programs such as the Maryland Department of Housing and Partnership Rental Housing Program, and any other government funded housing programs that may be available.

2. QUALIFICATIONS
 - A. Before the award of contract, any Vendor may be required to show they have the necessary facilities, experience, ability and financial resources to perform the Work in a satisfactory manner and within the time agree upon.

3. PERFORMANCE BOND
 - A. The Vendor to whom the contract is awarded shall furnish a Performance, 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. Bonds shall be made payable to the CITY OF SALISBURY. AIA Performance and Payment Bond forms are acceptable.

4. LICENSE
 - A. All vendors, subcontractors, or third party management companies used for completion of this project must be licensed by the State of Maryland.

5. ADA STANDARDS
 - A. Vendors are advised that all new construction, additions and alterations must be designed, constructed, or altered in strict compliance with ADAGG: Americans with Disabilities Accessibility Guidelines for buildings and facilities.

6. RIGHT TO INSPECT
 - A. The City of Salisbury reserves the right to make periodic inspections of the manner and means the service is performed or the goods supplied.

7. LABOR RATES
 - A. This project will be subject to the Federal Labor Standards Provisions, Davis-Bacon Wage Rates and Section 3 of the Housing and Urban Development Act of 1968.
 - B. The successful vendor, if awarded, is required to be familiar with the rules and specific documentation requirements of the aforementioned regulations.

8. ATTACHMENTS
 - A. The following forms are attached as references:
 1. HUD-4010 Federal Labor Standards Provisions form;
 2. Certified Payroll Forms-Signature Authorization;
 3. Form OMB No.: 1215-0149 U.S. Dept. of Labor Payroll form;

CONTRACT RFP 08-09 REBID
SECTION IV: SPECIAL CONDITIONS

4. Payroll Forms instructions;
5. Payroll submittal authorization;
6. Sample Minimum Wage Notice;
7. HUD-11 Record of Employee Interview form (English & Spanish);
8. Certificate of Compliance;
9. Contractor's/Subcontractor's Statement of Workforce Needs;
10. Contractor's/Subcontractor's Estimated Project Workforce Breakdown;
11. Web sites listing.

END OF SECTION

CONTRACT RFP 08-09 REBID
SECTION V: EXPERIENCE AND STAFFING

1. EXPERIENCE

- A. Provide information that will document the Vendor's qualifications and ability to provide the required services.
- B. Include three (3) recent examples of completed projects, similar in nature to this RFP. Include the name and telephone number of the client contact for each project. Examples should be of the same type of work as requested within this Proposal Document.
- C. For the Work listed above, provide information on keeping cost performance and scheduling performance within project budgets and design estimates.

2. STAFFING

- A. Provide an organizational chart of the organization to clearly show interrelationship of management and all team components.
- B. Identify and provide a statement of qualifications and specific responsibilities for all project team members who will be assigned to this Work, including those responsible for "hands on" work, as well as those assigned for supervision and oversight responsibilities.

3. OTHER REQUIREMENTS

- A. Provide the geographic location of the Vendor relative to the City's location. The Vendor should include the complete address of the office proposed to handle the Work.
- B. The City of Salisbury reserves the right to conduct individual discussions with vendors to clarify any questions/concerns the City may have in respect to the proposal..

END OF SECTION

CONTRACT RFP 08-09 REBID
SECTION VI: EVALUATION AND SELECTION PROCESS

1. EVALUATION

A. Proposals will be evaluated using the following criteria:

<u>Weighting Factor</u>	<u>Criterion</u>
30%	Approach and methodology to achieve the desired outcomes of the project as related to the Scope of Services.
25%	Experience, expertise and qualification of the vendor, its personnel and proposed subcontractors as relates to the Scope of Services.
25%	Price.
20%	Performance on all projects within the last three (3) years.

B. 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

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

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

CONTRACT RFP 08-09 REBID
FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for "COMPLETE TURN-KEY DEVELOPMENT AND LONG-TERM MANAGEMENT of "the Bricks" 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.

Proposal should include a detailed, estimated, development costs sheet which would include, but is not limited to, pre-development costs including developer fee(s), management fee(s), attorney fees, market study, insurance fees, architect fees, title fees, engineering fees and other costs related to development. For bid comparison only, bidders should assume a base redevelopment cost of \$100,000 per unit, 10 units, for a total base cost of \$1,000,000.00.

Vendor shall also include a detailed proposal for the long-term management of the property after redevelopment.

Sign for Identification

Printed Name

CONTRACT RFP 08-09 REBID
REFERENCES

List three (3) references for Services successfully implemented/performed in the last 12-36 months. Include contact name, address, telephone number and services performed.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
City, State, Zip Code:		City, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
City, State, Zip Code:			
Contact Person:			
Telephone Number:			
Date of Service:			

Sign for Identification

Printed Name

CONTRACT RFP 08-09 REBID
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

Sign for Identification

Printed Name

CONTRACT RFP 08-09 REBID
CORPORATE INFORMATION

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ City, State, Zip _____

Email: _____

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate

Seal

CONTRACT RFP 08-09 REBID
CONTRACTORS 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.

Sign for Identification Printed Name

CONTRACT RFP 08-09 REBID
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.

Signed, sealed and delivered in the presence of:

_____	By: _____
Witness	Signature
_____	_____
Witness	Printed Name

	Title

City of Salisbury



MARYLAND



125 NORTH DIVISION STREET
SALISBURY, MARYLAND 21801
Tel: 410-334-3028
Fax: 410-548-3192

KEITH A. CORDREY
DIRECTOR OF INTERNAL SERVICES

JAMES IRETON, JR.
MAYOR

TOM STEVENSON
CITY ADMINISTRATOR

TERENCE ARRINGTON
ASSISTANT CITY ADMINISTRATOR

To: Tom Stevenson, City Administrator

From: Keith Cordrey, Director of Internal Services *KAC*

Date: October 13, 2014

Re: Storm Water Fee Billing Options

In several meetings where we discussed option for billing the proposed storm water fee, we have discussed both the Utility Bill and the Tax Bill as options for billing the fee. In a recent work session, Council requested a list of pros and cons for each of these billing options so I have prepared and attached such a list.

Speaking strictly from a billing efficiency and collection perspective, finance staff recommends use of the tax bill. However, either method is feasible. So if the utility bill is preferred by the administration and council, it can be selected.

Storm Water Fee – Billing Options Compared

Utility Bill

Pros

1. The cycle for Utility Bills is quarterly, which is the same as planned and preferred for the SW Fee.
2. No additional administrative fees would be incurred in preparing the bills.
3. Our billing software has a Impervious SF field that appears to be usable in preparing Storm water fees on Utility Bills.

Cons

1. Set Up:
 - a. Relating the utility account to property owners is required. PW suggested they would handle this and would be responsible for giving IS the “utility account” and fee amount to bill.
 - b. Vacant Lots without any utility or trash services would require a new utility account to be set up.
 - c. Perdue, Pepsi, College have several meters so PW will have to identify the account which have the fee
 - d. There are few strip malls where we bill separately each meter. The bill is still sent to the owner but the owner gives to tenant. If owner did not have a space we would have to set up a special account for the SW Fee similar to how we handle adding accounts for vacant parcels.
2. Collections: Collection of delinquent storm water fees may be more difficult without the leverage of including the balances for turn off. We are waiting for legal to provide their opinions on whether water could be turned off for accounts with only delinquent storm water fees.
3. Tennant Participation: including the fee on the Utility Bill increases the chances the landlord will attempt to hold tenants responsible for payment.
4. Schedule: Making changes required for the billing of the fee would be an additional step in the utility process which is already on a tight schedule.

Tax Bill

Pros

1. No account translation is required since the fee relates to property.
2. No additional account is required for vacant property
3. Minimal collection efforts as it gets the same treatment as unpaid tax balances.
4. Other jurisdictions that have chosen to use a tax bill: Carroll County, City of Rockville
5. Tennant is less likely to be held responsible for payment.

Cons

1. Cycle is Annual vs. the preferred quarterly cycle proposed for the SW Fee.
2. A supplemental billing, with a prorated fee, would be required if we did not start on July 1.
3. Additional administrative fees would likely be incurred by county billing.

Storm Water Fee – Billing Options Compared

Q and A

1 - Confusion will be incurred by customers and staff when partial payments are made by customers intending to dispute the SW Fee and avoiding related water cut off: Can parameters be set up in MUNIS to allow:

- A. *Hang tags* and *cut off list* be omitted for accounts with delinquent SW fee but current water/sewer? **Yes they can be omitted**
- B. SW Fees set up to be subject to the 5% late fee same as other services (Water, Sewer, and trash) delivered on the Utility Bills? **SW fees can be setup in A/R Charge Code for a penalty**
- C. so a delinquent SW fee balances (water and sewer paid) would not generate the \$40 Administrative Fee? **In the parameters you can omit so that SW will not be hit with the administrative fee**
- D. Allow user to set up what order payment amounts are applied to outstanding balances (water, sewer, trash, storm water)? **Yes this is done in A/R Charge Code**

2 –Legal Questions:

1. Can delinquent storm water amounts on utility bills be treated as a lien and included in the annual sale list provided to the county.
2. If a customer paid water and sewer fees but had an unpaid storm water fee, can their water be turned off for the delinquent storm water fee?

1 **AMENDED AS OF _____**

2
3 **ORDINANCE No. 2276**

4
5 AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND AMENDING CHAPTER 13,
6 PUBLIC SERVICES, OF THE CITY CODE BY ADDING CHAPTER 13.30 FOR THE PURPOSE OF
7 ESTABLISHING A STORMWATER UTILITY UNDER THE DIRECTION AND SUPERVISION OF
8 THE PUBLIC WORKS DEPARTMENT AND FURTHER ESTABLISHING A STORMWATER
9 UTILITY FEE SYSTEM.

10
11 WHEREAS, the City maintains a system of Stormwater facilities including, but not limited to, inlets,
12 pipes, dams, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration
13 facilities, and other components as well as natural waterways; and

14
15 WHEREAS, the Stormwater System in the City needs to be upgraded, improved and regularly
16 maintained; and

17
18 WHEREAS, the existing Stormwater System is designed to convey stormwater to limit flooding, not treat
19 stormwater to improve water quality; and

20
21 WHEREAS, water quality is degrading due to erosion and the discharge of nutrients, metals, oil, grease,
22 toxic materials and other substances into and through the Stormwater System; and

23
24 WHEREAS, the public health, safety and welfare is adversely affected by poor ambient water quality and
25 extreme flooding that results from inadequate management of both the quality and quantity of stormwater;
26 and

27
28 WHEREAS, all real property in the City uses and benefits from the maintenance of the Stormwater
29 System; and

30
31 WHEREAS, the extent of the use of the Stormwater System by each property is dependent on factors that
32 influence runoff, including land use and the amount of Impervious Surface on the property; and

33
34 WHEREAS, the cost of improving, maintaining, operating and monitoring the Stormwater System should
35 be allocated, to the extent practicable, to all property owners based on the impact of runoff from the
36 Impervious Surface Areas of their property on the Stormwater System; and

37
38 WHEREAS, management of the Stormwater System to protect the public health, safety and welfare
39 requires that adequate revenues be generated to provide funding for the operation, improvement,
40 maintenance and monitoring of the Stormwater System; and

41
42 WHEREAS, it is in the interest of the public to finance the Stormwater System adequately with a user
43 charge that is reasonable and deemed by the City to be equitable so that each user of the system pays to
44 the extent to which each user contributes to the need for it.

45
46 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY,
47 MARYLAND that Chapter 13 be amended by the addition of Section 13.30 as set forth herein:
48
49

STORMWATER UTILITY

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Sections:

- 13.30.010 Creation of Stormwater Utility.
- 13.30.020 Definitions.
- 13.30.030 Establishment of Stormwater Utility Fund.
- 13.30.040 Purposes of the Fund.
- 13.30.050 Stormwater Utility Fee.
- 13.30.060 Classification of property for purposes of determination of the Stormwater Utility Fee.
- 13.30.070 Assessment notices.
- 13.30.080 Payment terms and penalties.
- 13.30.090 Request for adjustment of the Stormwater Utility Fee.
- 13.30.100 Request for Credit to the Stormwater Utility Fee.
- 13.30.101 Credit application requirements and Certification Reports.
- 13.30.102 Credits for Private SWM Retrofits under cost share program.
- 13.30.103 Credit Amounts.
- 13.30.110 Financial Hardship Exemption.

13.30.010 Creation of Stormwater Utility.

A Stormwater Utility is hereby established for the purpose of monitoring, maintaining, improving and overseeing the operation of the Stormwater System in the City of Salisbury. The Stormwater Utility shall function under the direction and supervision of the Public Works Department and the Director of Public Works.

13.30.020 Definitions.

Unless otherwise defined in this section, definitions as defined in Section 13.28.030 of the City Code for Stormwater Management shall apply.

- A. “Alternative Surface” means any surface discussed in Section 5.3 of the Maryland Stormwater Design Manual.
- B. “Best Management Practices” or “BMP’s” means practices approved by the Maryland Department of the Environment for use in improving water quality of stormwater runoff.
- C. “Department” means the Salisbury Department of Public Works.
- D. “Equivalent Residential Unit” (ERU) means the median Impervious Surface Area associated with a Single Family Property in the City.
- E. “Equivalent Residential Unit Rate” means the Stormwater Utility Fee charged on an Equivalent Residential Unit (ERU). The annual Stormwater Utility Fee for a Single Family Property in the City equals the ERU rate.
- F. “Fee” or “Stormwater Utility Fee” means the charge established under this chapter and levied on owners of parcels or pieces of real property to fund the cost of operating, maintaining and improving the Stormwater System in the City.

100
101 G. “Impervious Surface” means a surface area which is compacted or covered with material that is
102 resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs,
103 sidewalks, patios, driveways, parking lots, swimming pools, buildings and any other oiled, graveled,
104 graded, compacted, or other unvegetated surface which impedes the natural infiltration of surface water
105 including gravel and alternative surfaces.

106
107 H. “Impervious Surface Area” means the number of square feet of horizontal surface covered by
108 buildings and other Impervious Surfaces.

109
110 I. “Owner” means the property owner.

111
112 J. “Practice” means a system, method or facility employed in a Stormwater System.

113
114 K. “Retrofit” means the modification of an existing or in some instances the construction of a new
115 SW System on a previously developed site.

116
117
118 L. “Single Family Residential Lot” means a property which serves the primary purpose, or is zoned
119 to provide the primary purpose, of providing a permanent dwelling unit and which is classified as
120 residential in the state assessment rolls. Single-family dwellings and single-family attached dwellings are
121 included in this definition.

122
123 M. “Stormwater Management” or “SWM” means the planning, design, construction, regulation,
124 improvement, repair, maintenance and operation of facilities and programs relating to water, flood plains,
125 flood control, grading, erosion and sediment control.

126
127 N. “Stormwater Utility Fund” means the fund created by this chapter to operate, maintain, and
128 improve the City’s Stormwater System.

129
130 O. “Stormwater System” or “SW System” means the system or network of storm and surface water
131 management facilities including but not limited to inlets, pipes, dams, manholes, channels, ditches,
132 drainage easements, retention and detention basins, infiltration facilities, and other components as well as
133 all natural waterways.

134
135 **13.30.030 Establishment of Stormwater Utility Fund.**

136
137 A. The Stormwater Utility is provided to protect the waterways and land in the City by controlling
138 flooding and protecting the natural environment. The cost of designing, developing, improving,
139 operating, maintaining and monitoring the Stormwater System required in the City should, therefore, be
140 allocated, to the extent practicable, to all property owners based on their impact on the Stormwater
141 System. In order to provide revenue to fund those costs and to fairly allocate those costs, a Stormwater
142 Utility Fund (“the Fund”) is established. The City’s Stormwater Fund is a dedicated enterprise fund.

143
144 B. All revenues collected from the Stormwater Utility Fee and from grants, permit fees, fines and
145 penalties, interest from deposits into the Fund, and other charges collected under Chapter 13.30
146 Stormwater Utility, shall be deposited to the Fund. The City Council may make additional appropriations
147 to the Fund.

148
149 **13.30.040 Purposes of the Fund.**

150

151 All disbursements from the Fund shall be for the following purposes, only

152
153 A. All costs of administration and implementation of the Stormwater Utility, including the
154 establishment of reasonable operation and capital reserves to meet unanticipated or emergency
155 Stormwater System requirements.

156
157 B. Engineering study, design, debt services and related financing expenses, construction costs for
158 new facilities, and enlargement, retrofit or improvement of existing facilities including dams.

159
160 C. Operation and maintenance of the Stormwater System.

161
162 D. Monitoring, surveillance, and inspection of stormwater control devices.

163
164 E. Water quality monitoring and water quality programs including requirements for the City's
165 National Pollutant Discharge Elimination System (NPDES) stormwater permit.

166
167 F. Retrofitting developed areas for pollution control.

168
169 G. Regulatory review, inspection and enforcement activities, including illicit discharge and illicit
170 connection investigations.

171
172 H. The payment or reimbursement of debt service on bonds, notes or other obligations that finance
173 Stormwater System projects and the pledging of such revenue and fund to secure the repayment of this
174 debt service.

175
176 I. The acquisition by gift, purchase, easement or condemnation of real and personal property, and
177 interest therein, necessary to construct, operate, and maintain stormwater control facilities.

178
179 J. Water quality and pollution prevention education and outreach activities.

180
181 K. Watershed, stormwater management, floodplain, impervious surface assessment and storm
182 drainage conveyance studies and planning.

183
184 L. Grants to property owners, homeowner associations and neighborhood associations to retrofit
185 acceptable Best Management Practices. The Director of Public Works may develop this grant program to
186 encourage BMP's. No more than 20% of the total annual funds collected by the Utility Fee maybe
187 expended on grants each fiscal year.

188
189 1. For residential property owners that retrofit on-site stormwater management by installing
190 BMP's, the City will establish a grant fund to reimburse the cost of construction up to 50%.
191 2. Grants to nonprofit organizations may be provided for up to 75% of the construction costs for
192 retrofitting of existing stormwater management facilities to install BMP's.

193
194 **13.30.050 Stormwater Utility Fee.**

195
196 A. An annual service charge is imposed upon all real property in the City, as of July 1, 2015, to fund
197 the Stormwater Utility. This service charge shall be known as the Stormwater Utility Fee ("Fee"). Any

198 real property annexed into the City after July 1, 2015 will be subject to a partial year charge for the
199 remainder of the first year and the full fee each year thereafter.

200
201 B. The City shall, by Ordinance, establish the annual (fiscal year) ERU rate for the Fee each year in
202 conjunction with the annual budget.

203
204 C. Except as otherwise provided in Section 13.30.060, the fee will be based on: the amount of
205 Impervious Area on each property as determined by Section 13.30.050; and shall be calculated to ensure
206 adequate revenues to fund the costs of the Stormwater Utility and provide for the operation, maintenance,
207 and capital improvements of the Stormwater System in the City and the cost of implementing the City's
208 Stormwater Management drainage and water quality programs.

209
210 D. The minimum assessed Fee will be equal to the fee for one ERU for all properties.

211
212 E. Except as otherwise provided in Section 13.30.060.B, the Fee will be based on whole increments,
213 rounded to the nearest whole number, of ERUs calculated for properties.

214
215 F. Except as otherwise provided in Section 13.30.060, the Fee will be calculated as follows:

- 216
217 1. Determine the Impervious Surface Area in square feet for the property.
218 2. Divide the property's Impervious Surface Area by the ERU in square feet.
219 3. Round the resulting ratio to the nearest whole number. This whole number is the number of
220 ERUs on the property.
221 4. Multiply the Equivalent Residential Unit Rate by the number of ERUs for the property to
222 obtain the fee in dollars.

223
224 G. Except as otherwise provided, the Impervious Surface Area for the properties will be determined
225 by the City using aerial photography, as-built drawings, field surveys or other appropriate engineering and
226 mapping tools.

227
228 H. The Fee provisions of this Ordinance apply to all real property in the City, including government
229 owned real property and real property that is tax exempt under Title 7 of the Tax Property Article of the
230 Annotated Code of Maryland, as amended.

231
232 I. Maximum Assessed Fee

- 233
234 1. In general, the maximums set by Section 13.30.050.I.2. do not apply to any property or
235 portion of a property for which a credit or exemption has been approved under 13.30.100.
236 2. The fee for any property that is subject to Property tax and is subject to assessment under this
237 Section may not exceed an amount equal to 20% of the total of all State and Local Real
238 Property Taxes levied on the property.

239
240
241

242 **13.30.060 Classification of property for purposes of determination of the Stormwater Utility Fee.**

243
244 A. For purposes of determining the Stormwater Utility Fee, all properties in the City are classified
245 into one of the following classes. Vacant parcels shall be classified based on the applicable zoning for that
246 parcel. Vacant parcels with an area of less than 100 square feet are exempt from the Fee.

247

248 B. Single Family Residential Lot Fee. The City finds that the intensity of development of most
249 parcels of real property in the City classified as residential is similar and that it would be excessive and
250 unnecessarily expensive to determine precisely the square footage of the Impervious Surface Area on
251 each such parcel. Therefore, all Single Family Properties in the City shall be charged a flat Stormwater
252 Utility Fee, equal to the ERU rate, regardless of the size of the parcel or the Impervious Surface Area.
253

254 C. Townhouse and Semi-Detached Residential Lot Fee. Owners of townhouses and semi-detached
255 dwellings located on separately recorded lots and operated under a Community Association will be
256 charged a fee calculated as follows:
257

- 258 1. Determine the sum total Impervious Surface Area in square feet for all townhouse and/or
259 semi-detached dwelling lots within the Community Association excluding Common Areas
260 held in joint Ownership.
- 261 2. Divide the sum total Impervious Surface Area by the ERUs in square feet, rounding to the
262 nearest whole number to obtain the total number of ERUs.
- 263 3. Multiply the Equivalent Residential Unit Rate by the total ERUs to determine the total fee due
264 for the aggregated lots.
- 265 4. Divide the total Fee for the aggregated lots by the number of townhouses and/or semi-
266 detached dwelling lots within the Community Association. This is the amount billed to each
267 lot owner's water and sewer bill.
268

269 D. Condominium Properties. Owners of residential or Commercial Condominiums will be charged a
270 fee calculated as follows:
271

- 272 1. The Fee for a Condominium property will be calculated as determined in Section
273 13.30.060.C.
- 274 2. The property's fee will be divided equally among the property tax accounts for all units
275 assigned to that Condominium by the State Assessment Office or City Department of Internal
276 Services.
- 277 3. The Department, at its sole discretion, may utilize alternative methodologies for billing fees
278 associated with Condominiums.
279

280 E. Common Areas. Common areas owned by a Community Association will be charged based on
281 the sum total Impervious Surface Measurement of the common areas in the manner prescribed in Section
282 13.30.050.E. The Fee will be billed directly to the Community Association. The Department, at its sole
283 discretion, may utilize alternative methodologies for billing fees associated with Common Areas.
284
285

286 F. Other Improved Lot Fee. All other improved lots in the City will be charged in accordance with
287 Section 13.30.050.
288

289 G. Roads and Rights of Ways. No Fee will be charged to public roads or other property within a
290 public right of way. A Fee will be charged to Owners of private alleys, streets and roads. No Fee will be
291 charged for a private street or road where the Director of Public Works determines that a private street or
292 road functions primarily as a public road or street and meets current City standards.
293

- 294 1. Railroad Tracks. No Fee will be charged to mainline railroad tracks devoted to movement of
295 railroad traffic. The Fee will be charged for all other Impervious Areas associated with rail
296 traffic, including structures, bridges and storage areas.
297

298 13.30.070 A. The Director of Public Works shall send assessment notices for the Fee to property
299 owners where the Fee is calculated on the basis of Section 13.30.50.C prior to billing the Fee.

300
301
302

303 B. The notice shall include the following information:

304

305 1. The Impervious Surface Area of the property.

306

307 2. The method by which the Impervious Surface Area of the property was determined.

308

309 3. The amount of the ERU rate (i.e., the Single Family Fee).

310

311 4. The number of ERUs on the property. If the number of units is a fraction, it shall be
312 rounded to the nearest whole number.

313

314 **13.30.080 Payment terms and penalties.**

315

316 A. The Stormwater Utility Fee shall be billed quarterly and be made a part of the City water and
317 sewer bill. property Owners are responsible for payment of all Stormwater Utility Fees, and if any bill
318 rendered for the Stormwater Utility Fee is not paid within forty-five (45) days after the close of the billing
319 period for which such bill was rendered, a penalty of five percent of the amount of such bill shall be
320 payable, in addition to the amount of such bill.

321

322 B. The Stormwater utility fee, if not paid, may be collected in the same manner as municipal
323 property taxes, have the same priority, and bear the same interest and penalties; in addition, all other
324 collection remedies shall be available.

325

326 C. Property owners who violate the provisions of this Chapter shall be issued a written notice of the
327 violation, which shall be delivered via first class U.S. mail, postage prepaid, to the Owner's last known
328 address on file with the City. If the property owner does not comply within seven (7) days of the written
329 notice, the property owner shall be guilty of a municipal infraction and shall be subject to a fine pursuant
330 to the City Code and state law, and fines levied hereunder shall be payable to the City of Salisbury and
331 mailed to the Department of Internal Services within twenty (20) days of service of the municipal
332 infraction citation. Notice and service of a citation shall be as directed under the Local Government
333 Article of the Maryland Annotated Code § 6-101, et seq. and § SC5-1(38), as amended, concerning
334 municipal infractions.

335

336 **13.30.090 Request for Adjustment of the Stormwater Utility Fee.**

337

338 A. Before filing a request for adjustment of the Fee, a property Owner may contact the Department
339 to request an explanation of the Fee bill and to view the Impervious Surface Area determined by the
340 Department for the property.

341

342 B. An Owner may request adjustment of the Fee by submitting the request in writing to the Director
343 of Public Works within 30 days after the date the assessment notice or the bill is mailed or issued to the
344 property owner. Grounds for correction of the Fee include:

345

346 1. Incorrect classification of the property for the purposes of determining the Fee;

347

348 2. Errors in the square footage of the Impervious Surface Area of the property;

349

350 3. Mathematical errors in calculating the Fee to be applied to the property; and

349 4. Errors in the identification of the property Owner of a property subject to the Fee.

350

351 C. The following information must be submitted:

352

353 1. A completed SWM Utility Fee Adjustment application form supplied by the Department.

354 2. If the request for adjustment is regarding an error in the Impervious Surface Area
355 measurement, a plan view of the property's Impervious Surface Area measurement must be
356 submitted with the application and must be prepared at the Owner's expense. The Plan must
357 meet the following criteria:

358 a. Prepared at a scale of 1 inch = 30 feet or more detailed.

359 b. Show all Impervious Areas and label their dimensions within the property boundaries,
360 including Buildings, patios, driveways, parking areas, graveled areas and any other
361 separate impervious structures greater than 10 x 10 feet and paths wider than 4 feet.

362 c. Sealed and signed by a Professional Engineer or Professional Land Surveyor licensed in
363 the State of Maryland attesting to the accuracy of the Impervious Surface Area
364 measurement.

365

366 D. The Department may grant up to an additional 30 days to submit a plan view of the property's
367 Impervious Surface Area. The Department may also grant up to an additional 30 days for correction
368 requests to Owner's that show good cause.

369

370 E. The Director of Public Works shall make a determination within 30 days after receipt of the
371 Owner's completed written request for adjustment of the Fee. The Director of Public Works decision on
372 a request for correction of the Fee shall be final.

373

374 F. An Owner must comply with all rules and procedures adopted by the City when submitting a
375 request for adjustment of the Fee and must provide all information necessary for the Director of Public
376 Works to make a determination on a request for adjustment of the Fee. Failure to comply with the
377 provisions of this subsection shall be grounds for denial of the request.

378

379 13.30.100 Request for Credit to the Stormwater Utility Fee.

380

381 Stormwater Utility Fees calculated on the basis of Impervious Surface Area may be adjusted through the
382 use of credits, when an investment in properly maintained On-Site SW Systems results in a reduced
383 impact on the City SW System.

384

385 A. Owners of property designated for any use, except those designated Single Family Residential
386 Lot, that structurally maintain and operate a SW System, are eligible for a credit. Previous payment of
387 SWM Waivers or monetary contributions in lieu of on-Site SW System controls does not confer
388 eligibility to receive a credit. The construction of and dedication to the City of a SW System does not
389 confer eligibility to receive a credit.

390

391 B. The following SW Systems are eligible for a Fee credit:

392

393 1. Structural SW Systems.

394 2. ESD practices categorized by the Design Manual as Alternative Surfaces.

395 3. The following ESD practices categorized by the Design Manual as microscale practices;
396 cisterns, submerged gravel Wetlands, landscape infiltration, infiltration berms, dry wells,
397 micro-bioretenion, rain gardens and swales.

398 4. Any other SW System deemed eligible by the Department.

399

400 C. The following SW Systems are not eligible for a credit: disconnection of rooftop runoff,
401 disconnection of non-rooftop runoff, sheet flow to conservation areas, rain barrels, enhance filters and
402 any other system deemed ineligible by the Department.

403
404 D. Structural SW Systems designed only for Recharge Volume (Re_v) are eligible for a credit, if they
405 are subject to routine structural inspections and maintenance.

406
407 E. An Owner that provides only aesthetic maintenance of a SW System is not eligible for a credit.
408 Aesthetic maintenance includes activities that are not essential to the proper operation or function of the
409 practice or are considered part of routine property maintenance. Examples of aesthetic maintenance
410 include, but are not limited to routine trash of leaf removal, mowing, roof gutter cleaning and enhanced
411 landscaping.

412
413 F. SW Systems that are not certified as functioning as originally designed are not eligible for a
414 credit. Functioning as originally designed means that the practice is functioning in accordance with the
415 original design specifications, regardless of whether it meets the Standards established in the most recent
416 version of the Maryland Stormwater Design Manual.

417
418 G. The Department reserves the right to inspect, on a routine basis, any SW System listed on a fee
419 credit application. If a practice is found by the Department inspector to be non-functioning, the
420 Department will issue to the Owner a report of needed maintenance. The inspection also may include
421 directions to correct Site conditions adversely affecting the practice, such as uncontrolled Soil Erosion or
422 contamination.

423
424 H. The Department may revoke a previously approved fee credit at any time for failure to properly
425 maintain a SW System, for unapproved changes made to the SW System or for changed site conditions
426 that adversely impact the SW System. The Owner is responsible for correcting problems at the Owner's
427 expense. Where SW System ceases to function due to the Owner's failure to provide proper
428 maintenance, the SW System will be ineligible for a fee credit for a period of two years after the date
429 that the SW System is restored to functioning condition.

430
431 I. Any approved credit will be applied only to bills for the Owner of the SW System. Credit may be
432 given to a single Owner for Impervious Surface Areas on multiple parcels that drain to a Practice on a
433 separate parcel, provided that all parcels are owned by the same entity as the Practice itself.

434
435 J. It is the sole responsibility for the property Owner to apply for a credit. Credit applications must
436 be submitted before March 1st and approved before May 1st to qualify for credit on the current year's
437 Fee. Any credit application approved on or after May 1st will be applied to the following year's Fee.
438 The Fee will not be prorated for a credit approved by the Department during the billing year.

439

440 13.30.101 Credit Application Requirements and Certification Reports.

441
442 A. To apply for a Fee Credit, the Owner must submit, at the Owner's expense, the following
443 information for the approval of the Department:

- 444
- 445 1. Completed SWM Utility Fee – Private System Credit application form supplied by the
446 Department and application fee.
 - 447 2. Description of the type of system, including water quality control and/or water quantity
448 control design criteria and performance standard, and year built.

- 449 3. Drainage Area map for the system showing the boundaries and acreages for Impervious
450 Areas that are treated in the SW System.
- 451 4. As-built engineering plans for the SW System. SW Systems are not eligible for fee credits
452 until the as-built plans have been accepted by the Department. If as-built plans do not exist
453 for a Practice, the Applicant must develop and submit these for review and acceptance to
454 qualify for the credit.
- 455 5. A narrative of the known maintenance history of the system, including routine maintenance
456 and significant Structural Maintenance and repair.
- 457 6. Information on any public funds used to repair, upgrade or Retrofit the SW System, including
458 the dollar amount and date the repair, upgrade or Retrofit was made.
- 459 7. Completed calculation sheet, on a form provided by the Department, to determine the
460 monetary amount of the claimed credit.
- 461 8. Initial Certification Report. An initial certification report must be prepared by a Professional
462 Engineer or under the guidance of a Professional Engineer.
- 463 9. Initial certifications include an inspection report pursuant to Section 13.28.100 of the
464 Stormwater Management Ordinance, or other format approved by the Department. The
465 report must certify that the SW System is functioning as originally designed, is operational
466 and has been adequately maintained.
- 467 10. The initial certification report must be signed and sealed by the responsible Professional
468 Engineer. The certification inspection must not be more than one year old at the time of
469 application.

470
471 B. Credit Recertification for Continued Credit. In order to remain eligible for a credit, an Owner
472 must submit to the Department, every three years and at the Owner's expense, a Private SW System
473 Credit Recertification application and report for approval by the Department.

- 474
- 475 1. The recertification report must include photographs of each SW System listed on the
476 recertification form, a description of maintenance performed since the last recertification
477 request and a copy of any maintenance records or invoices. The Owner must certify that the
478 SW System continues to be operational and has been adequately maintained.
- 479 2. The recertification application must include an inspection report pursuant to Section
480 13.28.100, or other format approved by the Department. The recertification inspection must
481 be performed by a Professional Engineer, under the guidance of a Professional Engineer, or
482 by a Person approved in accordance with the Department.
- 483 3. The report must include information on any public funds used to upgrade or Retrofit the SW
484 System, including the dollar amount and date the upgrade or Retrofit was made.

485
486 C. Any maintenance of functional deficiencies must be remedied at the Owner's expense before the
487 practice qualifies or is recertified for a fee credit. In addition, maintenance or safety deficiencies must be
488 addressed by the Owner in accordance with the terms of the SW System's Maintenance and Inspection
489 Agreement.

490
491 **13.30.102 Credits for Private SWM Retrofits Under Cost-Share Program.**

492
493 A. The Department at its sole discretion, may consider sharing up to 50 percent of the Retrofit
494 construction costs for a Private SW System that has been identified as a priority stormwater improvement
495 in a City Watershed study, or if the Department determines the Retrofit will make a significant
496 improvement to meeting current water quality and/or quantity controls or the watershed. Any privately
497 owned SW System that has been Retrofitted to meet current stormwater Standards using public funding
498 shall be eligible for a subsequent Fee credit only in accordance with the following:

499

- 500 1. The Retrofit project must be approved by the Department for the cost-share program.
501 2. The construction of the Retrofit must be completed to the satisfaction of the Department and
502 all Department Permits for the Retrofit must be released at least six months prior to receiving
503 credit.
504 3. The SWM Practice's ownership and structural and aesthetic maintenance must remain the
505 responsibility of the Owner.
506 4. If the Practice was not functioning as originally designed prior to the Retrofit, the Owner will
507 not be eligible for any fee credit until such time that the cumulative amount of credit that
508 otherwise would have been allowed equals or exceeds the public investment in the Retrofit.
509 5. If the Practice was functioning as originally designed prior to the Retrofit, the Owner is still
510 eligible for a credit based on Section 13.30.103.B. After the Retrofit, the Owner will be
511 eligible for a credit based on Section 13.30.103.C. once the cumulative difference between
512 the credit provided in the previous standards credit and current standards credit equals or
513 exceeds the public investment in the Retrofit.
514 6. All necessary approvals and permits must be obtained for Retrofits before commencing
515 disturbance or construction including any sediment control permits, SWM permits, Forest
516 conservation permits and any applicable State permits.

517
518 B. Nothing in this Section prohibits an Owner from upgrading or Retrofitting a Practice at the
519 Owner's expense in accordance with the provisions of this Ordinance to qualify for credit or to qualify for
520 a higher credit.

521
522 **13.30.103 Credit Amounts**

523
524 A. The credit amount is calculated as a reduction in Site Impervious Area. The credit is prorated
525 based on the amount of Impervious Surface Area located on the property draining to the SWM Practice,
526 and not the total amount of Impervious Surface Area on the Site. The credit may be prorated based on the
527 percentage of SWM treatment volume provided in a Practice as compared to the target treatment standard.
528

529 B. Previous Standards Credit. A SWM Practice that is certified as functioning as originally
530 designed, but does not meet the Standards established in the most recent version of the Design Manual,
531 makes the contributing Impervious Surface Area eligible for a maximum cumulative credit of 20 percent
532 against the Fee. Credits are allocated as follows:

- 533
534 1. A maximum of 10 percent credit is provided if the Practice provides stormwater quality
535 control.
536 2. **A maximum of 10 percent credit is provided if the Practice provides stormwater**
537 **quantity control.[This is obviously wrong – what should go here?]**
538

539 C. Current Standards Credit. A SWM practice that is certified as functioning as originally designed
540 and meets the Standards established in the most recent version of the Design Manual, makes the
541 contributing Impervious Surface Area eligible for a maximum cumulative credit of 50% against the Fee.
542 Credits are allocated as follows:

- 543
544 1. A maximum of 25 percent credit is provided if the practice provides stormwater quality
545 control for Water Quality Volume (WQv).
546 2. A maximum of 25 percent credit is provided if the practice provides stormwater quantity
547 control of Overbank Flood Protection Volume (Qp10).

548 3. A maximum of 10 percent credit is provided if the practice provides only stormwater control
549 for Recharge Volume (Rev) and is a structural SWM practice.

550
551 D. Where an eligible SWM Practice meets the Standards established in the most recent version of
552 the Design Manual for quality, but not quantity, or vice versa, it is acceptable to combine 13.30.13.B. and
553 13.30.103.C. above accordingly. The cumulative credit must not exceed 50 percent, except for practices
554 that meet the Additional Quantity reduction Credit.

555
556 E. The Owner of an eligible private Practice that treats an off-site impervious area located within the
557 City may take an additional credit for treating the off-Site Impervious Area, provided that in no case will
558 the total credit exceed the total amount of the Fee charged to the Owner on which the Practice is located.

559
560 F. Additional Quantity Reduction Credit. A maximum of 100 percent credit is provided to
561 Impervious Surface Areas draining to on-site SWM Practices that retain the difference in Runoff volume
562 between the 100-year post development storm event and the 100-year pre-development condition storm
563 event.

564
565 G. The cumulative credits for a property will in no case exceed the total amount of the SWM Fee
566 charged to the property.

567 **13.130.110 Financial Hardship Exemption**

568 A. Exemptions for property able to demonstrate substantial hardship as a result of the Stormwater
569 Utility Fee may be granted by the Director of Public Works for residential property that can properly
570 document a financial hardship by meeting two of the following conditions:

- 571 1. Enrollment in a Homeowner's Property Tax Credit Program;
572 2. Receiving an energy assistance subsidy;
573 3. Receiving public assistance through supplemental security income (SSI) or food stamps;
574 4. Receiving veterans or social security disability benefits.

575
576 B. Only properties that are Owner occupied and meeting the minimum qualifications will receive
577 approval for the hardship exemption.

578
579 C. The hardship exemption is only valid for one year. It is the responsibility of property Owners to
580 reapply yearly.

581
582
583 BE IT FURTHER ORDAINED that this ordinance shall take effect on July 1, 2015.

584
585 THIS ORDINANCE was introduced and read at a meeting of the Council of the City of Salisbury held on
586 the ___ day of _____, 20___, and thereafter, a statement of the substance of the Ordinance having
587 been published as required by law, was finally passed by the Council on the ___ day of _____, 20___.

588
589
590 ATTEST

591
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599

Kimberly R. Nichols, City Clerk

Jacob R. Day, President
Salisbury City Council

Approved by me this ____ day of _____, 2014

James Ireton, Jr. Mayor