



## Department of Public Works

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Chestertown, MD 21620

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Director

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### **RFP # BM 25-02: COURTHOUSE LOBBY ALTERATIONS KENT COUNTY, MARYLAND ADDENDUM No. 1 August 22, 2024**

THE INFORMATION CONTAINED HEREIN SHALL BE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE ABOVE REFERENCED REQUEST FOR PROPOSALS. IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN ORIGINAL BID DOCUMENTS AND/OR PREVIOUS ADDENDA AND THIS ADDENDUM, INFORMATION CONTAINED IN THIS ADDENDUM SHALL OVERRIDE PREVIOUSLY ISSUED DOCUMENTS.

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING THE BOTTOM OF THIS FORM AND INCLUDING THIS ENTIRE DOCUMENT IN THEIR BID FORMS.**

**ATTACHMENTS** – THE FOLLOWING DOCUMENTS HAVE BEEN ATTACHED TO THIS ADDENDUM AND SHALL HEREBY BE INCORPORATED INTO THE RFP:

1. PRE -BID MEETING AGENDA (UPDATED TO BE CONSISTENT WITH THIS ADDENDUM)
2. PRE-BID MEETING SIGN-IN SHEET
3. BACKGROUND CHECK AGREEMENT FORM

**PRE-BID MEETING** – A PRE-BID MEETING WAS HELD AT 1:00 P.M. ON AUGUST 16<sup>TH</sup>, 2024 AT THE PROJECT SITE, CONSISTENT WITH THE RFP PACKAGE. A SIGN-IN SHEET FROM THIS MEETING AND THE AGENDA ARE ATTACHED HEREIN.

KEY REVISIONS AND/OR CLARIFICATIONS TO THE ORIGINAL RFP DOCUMENT WERE STATED AT THE PRE-BID MEETING AND ARE SUMMARIZED HEREIN. THESE SHALL BE CONSIDERED PART OF THE RFP, AND CONSIST OF:

1. CONTRACT DURATION SHALL BE REVISED TO A TOTAL OF 120 CALENDAR DAYS.
2. ON-SITE STAGING AND CONSTRUCTION CANNOT COMMENCE UNTIL ALL SUBMITTALS HAVE BEEN APPROVED BY THE ARCHITECT AND ORDERED BY THE CONTRACTOR.
3. ON-SITE STAGING AND CONSTRUCTION CANNOT COMMENCE UNTIL THE CONTRACTOR'S CONSTRUCTION SEQUENCING PLAN IS COORDINATED WITH AND APPROVED BY THE OWNER AND THE ARCHITECT. THE SEQUENCING PLAN WILL INCLUDE DURATIONS OF ALL CONSTRUCTION ACTIVITIES, INCLUDING DURATIONS IN WHICH LOBBY ACCESS WILL BE RESTRICTED FROM THE PUBLIC. THE OWNER AND ARCHITECT RESERVE THE RIGHT TO REJECT SEQUENCING PLANS THEY DEEM UNREASONABLE. THE COUNTY AND ARCHITECT WILL MAKE A GOOD-FAITH EFFORT TO ACCOMMODATE THE CONTRACTOR'S SEQUENCING PLAN WHILE STILL PROVIDING ESSENTIAL SERVICES TO THE PUBLIC.
4. THE CONTRACTOR MAY REQUEST NONSTANDARD WORKING HOURS FOR THE COUNTY TO CONSIDER. ANY REQUEST FOR NONSTANDARD WORKING HOURS MUST BE MADE TEN BUSINESS DAYS IN ADVANCE.
5. THE CONTRACTOR MUST PROVIDE AN EXECUTED BACKGROUND CHECK AGREEMENT WITH THEIR BID AS PART OF THE CONTRACTOR'S PROPOSAL. FAILURE TO DO SO COULD RESULT IN THE DISMISSAL OF A BID SUBMISSION.
6. DRAWING 1/ A1.1 **DELETE** NOTE 5A FROM CORRIDOR A103.

END OF ADDENDUM

**I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND AGREE TO CONSIDER THE INFORMATION STATED WHEN SUBMITTING MY SEALED BID TO THIS REQUEST FOR PROPOSAL.**

\_\_\_\_\_  
PRINT NAME (CLEARLY)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY/CONTRACTOR NAME

\_\_\_\_\_  
DATE



**Crabtree, Rohrbaugh & Associates - Architects**

100 West Road, Suite 300

Towson, MD 21204

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**PRE-BID**

August 16, 2024

1:00 PM

- Bids for the **Courthouse Lobby Alterations** for the County of Kent, will be received until 1:00 P.M., prevailing time, **August 28th, 2024**, at the Kent County Public Works Building located at 709 Morgnec Rd., Chestertown Maryland 21620. All Bids shall be submitted in sealed envelopes bearing the name of the Bidder and shall be clearly marked "**Courthouse Lobby Alterations**".
- The project is being bid as a Single Prime Contract, including General Construction and Electrical Construction. Following this meeting, bidders may walk the project area. Send rfi's to the attention of Joseph Crabtree at [jcrabtree@cra-architects.com](mailto:jcrabtree@cra-architects.com).
- The project consists of approximately 400 sf of alterations.

**ESTIMATED BUDGETS**

GC \$65,000

- The construction project is to be substantially complete 120 calendar days from the Notice to Proceed.
- **Construction will take place as to not block or interfere with normal Courthouse operations. Contractors will be responsible to coordinate with owner for scheduling and sequencing work to take place in and through occupied areas. Contractor will be responsible for isolating themselves from the public and staff members.**
- All bidders are required to familiarize themselves with the site and all bidding documents including the General Conditions and Requirements in the rfp, bid drawings and bid specifications. Submission of bid acknowledges that bidder has done so. All subcontractors and suppliers should familiarize themselves with the bid package descriptions found in Spec. Section.
- Contractors will be required to submit and maintain insurance in accordance with the General Conditions.



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- **In accordance with this Request for Proposal, the selected bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount of one hundred percent (100%) of the contract price.**
- All bids shall be accompanied by a Bid Surety in the form of a certified check, or bid bond, made payable to the County Commissioners of Kent County, Maryland for the penal sum of 5% of the bid price. Bid Surety will be returned to all bidders upon completion of the contract award process, with the exception of the successful bidder.
- The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or “approved equal” items. The material, products, and equipment described in the bidding documents establish a standard of required function, dimension and appearance. Whenever it is indicated in the drawings or specified in the specifications that a substitute or “approved equal” item of material or equipment may be furnished or used by the contractor if acceptable to the county, application for such acceptance will not be considered by the county until after execution of the contract.
- Addendums –Read all of addendum to ensure scope for each prime contract. Addenda, if any, will be emailed, mailed or delivered to all that are known to have received a complete set of bidding documents and will be posted on the eMaryland Marketplace. Copies of Addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.
- Submittals will be processed through electronic mail.
- Construction job conferences are mandatory for all Prime Contractors – no exceptions.
- The County adopted the “Kent County Government Substance Abuse Policy,” to which policy the successful bidder must strictly adhere. Prospective bidders are cautioned to make themselves familiar with the policy. Bidders must state on the “Standard Bid Form” whether or not you have a drug abuse program in effect.



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- Payment will be made only for properly approved invoices using AIA G702 & G703 Application for payment forms, supported by adequate information and details enabling the County to make a determination that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed.
  - Prior to issuing substantial Completion, the GC will be required to compile a completed punch list for review. There will be no exceptions to this.
  - By submitting a bid in response hereto, the bidder acknowledges that it is familiar with the County's Code of Ethics, CPLL, Chapter 29, and certifies that it has no knowledge of any violation of that Chapter
- 
- Owner: (comments)
  - Questions:

**PRE-BID MEETING for REQUEST FOR PROPOSALS # BM 25-02**

**Friday, August 16<sup>th</sup>, 2024 @ 1:00 p.m.**

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**PLEASE PRINT CLEARLY**

SECTION 000510 - AGREEMENT BY VENDOR OR INDEPENDENT CONTRACTOR TO COMPLY WITH  
BACKGROUND CHECKS

This Agreement shall be part of the Contract between the undersigned individual or business and the Town of Bel Air (hereinafter "Owner") dated \_\_\_\_\_ for the sale or the provision of services as a vendor or independent contractor (hereinafter "Contractor") in the matter of the Renovations & Additions to the Bel Air Town Hall & Police Department project – Bel Air, MD (hereinafter the "Project").

1. Owner requires, among other things, background checks for each employee, contractor, independent contractor and their subcontractors. Contractor shall comply with all such background check requirements.
2. Contractor is required to submit its background check reports to Owner. None of the background reports shall be more than TWO (2) year old at the time submitted to Owner. There is one required background checks for ALL Contractor's employees, prospective employees, and subcontractors:
  - a. Criminal Justice Full Background
3. Contractor acknowledges that individuals convicted of certain offenses (misdemeanors or felonies), are prohibited from employment on the Project. Owner reserves the right to conduct additional background checks and prohibit workers from working on the Project.
4. The State of Maryland has established procedures by which all Contractors can comply with the required background checks. Contractor is responsible for complying with all applicable background check procedures and statutes. Failure to fully comply with all applicable laws regarding background checks subjects Contractor to penalties under the law and to immediate termination of any Contract entered into by Owner, and/or disqualifies Contractor from contracting with Owner.
5. Owner is required to review the background check reports-of all prospective employees and independent contractors. All such background checks must be complete and have been reviewed by Owner prior to Contractor entering the Project site.
6. Contractor shall submit all data and forms required by Maryland law regarding background checks.
7. Contractor acknowledges that all or portions of the background check system established by the State involve preregistration by employees and on-line services, which will result in registration identification numbers being issued for each employee or prospective employee. Contractor agrees to complete all steps necessary for the background checks to be completed. To allow Owner to review Contractor's background check report, Contractor must provide his or her employees' and prospective employees' (including subcontractors) registration identification numbers, and by virtue of submission of such registration numbers, all such individuals and Contractor give permission for Owner to review the report electronically during the registration process.

8. Owner shall transmit its determination regarding the fitness of Contractor and its employees and subcontractors to work on the Project to Contractor. Once hired, a copy of the contracted employees' official CJFB report shall be maintained. An official copy will not be provided to the applicant or to Contractor.
9. It is agreed that Owner has no control over the hiring, retention, screening and assignment of employees, agents or officers of Contractor, and further that Contractor has responsibility for compliance with all required background checks and statutory requirements regarding those background checks.
10. Should any official or employee of Owner be subject to any claim, proceeding, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of Contractor or its officers, agents or employees to comply with said laws, then Contractor hereby agrees to defend, indemnify and hold harmless all such persons for all losses, including costs of counsel and all expense incident thereto.

Dated: \_\_\_\_\_

Business Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Proprietor, Authorized Officer or Partner)

\_\_\_\_\_  
(Witness or Attest)