

KENT COUNTY ARTS COUNCIL

Phase 0: Foundation & Structural Repairs Project

**101 Spring Avenue
Chestertown, MD 21620**



General Conditions / Supplemental Specifications – Bid # 19-01

Architect's Project # 18-3250

443-282-8884

Barton@BartonRoss.com

Engineer Jay Silcox, PE

410-699-6093

jay@jhsilcoxpe.com

June 14, 2019

I. Overall Project Description

- A. This document is appended to the Engineer's Specifications & Drawings for the Phase 0: foundation and structural repairs project, for the Kent County Arts Council building located in Chestertown, Maryland.
- B. The Kent County Arts Council (KCAC) was founded in 1975 and is a registered 501(c)(3) nonprofit arts service organization. KCAC's mission is to invest, infuse, and inspire the arts for all in Kent County. Their building, the Vincent and Leslie Prince Raimond Arts Building (formerly known as the Townsend Building), was listed on the National Register of Historic Places as part of the Chestertown Historic District on April 15, 1970, and is architecturally significant. The project is being funded through grant and preservation program funding, meaning stewardship of the property requires sensitivity to the architectural and historic character of this building, as identified in the specifications and drawings.
- C. All scope of work and other conditions not discussed in this appended document are expected to be identified in the drawing package. Any discrepancies between the items in this appended document and the drawing package if identified by the Contractor shall be brought to the attention of KCAC and the Architect/Engineer during the bidding process.
- D. Time is of the essence as related to the work on this project.

II. General Conditions

- A. The General Conditions, Scope of Work, Architect's Specifications, Drawings and /or other attachments as applicable shall be included within the contract for execution, anticipated to be in American Institute of Architects (AIA) standard format, latest current edition.
- B. No verbal changes to the contract will be accepted. Any proposed changes following contract award must be made in writing to the Architect at Barton Ross & Partners, LLC, Attn: Barton Ross, 503 Washington Ave. Ste. 184, Chestertown, MD 21620, telephone 443-282-8884, Barton@BartonRoss.com
- C. KCAC is a Not-For-Profit organization, and is not subject to Federal, State or municipal income tax. KCAC executes its own contracts for work, and is exempt from all State and Local Sales Tax and filing fees, as applicable.
- D. Architect shall be responsible for securing all Letters of Completion, Release of Liens, and / or other documentation as required in compliance with all regulations of agencies having jurisdiction, in coordination with contractor(s) performing the work.
- E. The Contractor shall inspect the site before submitting this bid in order to verify all field conditions / dimensions, and be completely familiar with all phases of the work herein specified. Contractor is responsible to have full knowledge of all conditions and other adjacencies of the site affecting performance of the work.

- F. Contractor shall thoroughly examine and be familiar with all requirements of the specification / bid. The failure or omission of any Contractor to fully examine the bid and site conditions shall in no way relieve the Contractor from any obligations with respect to performance of the proposed contract and the contemplated work therein, for the consideration set forth by the Contractor in the bid submission.
- G. **Pre-submission Site Visit:** A site visit / walk-through for prospective Contractors is scheduled for **9:30 a.m., Thursday, June 20, 2019** at the building. Attendance is not mandatory for Contractor's bid response to be considered, however, it is strongly recommended that Contractors participate in this field visit for clarification of scope of work as necessary prior to submitting the bid.
- H. **Bid Submission:** The sealed response to this bid request should be marked "**Bid # 19-01**" and endorsed on its face with the name of the person, firm or corporation making such bid, with date of mailing / presentation. Submit bids to the Director at Kent County Arts Council, Attn: John Schratwieser, 101 Spring Ave., Chestertown, MD 21620, Telephone: 410-778-3700, Email: john@kentcountyartscouncil.org
- I. Bid response documents must be received by KCAC via mail, messenger or walk-in on or before **2:00 p.m., Tuesday, July 2, 2019**, at which time the bids will be opened for evaluation and consideration by KCAC. Contract is anticipated to be awarded as soon as practical following the opening / review of bids, with the job schedule to be identified at time of bid award.
- J. In lieu of scheduled site visit, Contractor may elect to schedule site visit(s) in a timely manner for responding to bid by contacting either of the following individual(s) who will arrange access to the building / grounds and who can respond to questions regarding the bid that may require issuance of addendum(s):
- John Schratwieser, 410-778-3700 or john@kentcountyartscouncil.org
- K. The bid submission document, which includes Pricing, Exceptions to Bid Requirements, References and Hold Harmless Agreement, in addition to any other documentation as indicated in the Architect's bid package, shall be submitted to the attention of:
- Kent County Arts Council
Attn: John Schratwieser
101 Spring Ave., Chestertown, MD 21620
Telephone: 410-778-3700
Email: john@kentcountyartscouncil.org
- L. Contractor shall submit with the bid response three (3) references for construction work of the same general character as that specified herein, which should include the installation of slates for historic properties, reference to applicable certification(s) / license(s) as required, and name of a bank or other financial institution regarding the financial responsibility of the Contractor (see submission form).
- M. The price(s) submitted for this bid shall be net and must include all mobilization, overhead, and profit.

- N. KCAC reserves the right to accept this bid by item, section or as a whole, or in its discretion to reject all responses to the bid. Also reserved is the right to reject, for cause, any responses in whole or in part, to waive technical defects, qualifications, irregularities and omissions if in its judgment the best interests of the Kent County Arts Council will be served.
- O. KCAC reserves the right to award the contract or any part thereof to the lowest priced qualified Contractor, make award to a Contractor which KCAC, in its sole discretion deems best qualified to perform the work, or make no award, as will best promote the Kent County Arts Council's interest, taking into consideration the reliability of the Contractor, quality of the project to be furnished, conformity with the specifications / drawings, the purposes for which required, and the terms of delivery, scheduling or other performance of the work.
- P. Payment will be made by KCAC to the Contractor only upon presentation of correctly itemized invoices (i.e. utilizing standard AIA format). Payments of any invoice(s) shall not preclude Kent County Arts Council from making claim for adjustment on any item found not to be in accordance with the general conditions and specific requirements of the contract. KCAC may withhold ten (10) per cent of the total contract value as retainage for correction of punch list items, which shall be completed to the satisfaction of KCAC and Architect in a timely manner.
- Q. KCAC will entertain advance payment to the Contractor of up to one-third (1/3) of contract value upon execution of the contract, however, based on mobilization, which includes the set-up of any scaffolding, with one-third (1/3) progress payment to follow approximately mid-point during execution, for work completed to date as approved by the Architect, with final payment upon completion of work (as approved by the Architect), less 10% retainage as applicable. All payment terms, however are to be guided by the requirements of payment terms as per Kent County Arts Council's agreement with the grantor for this project.
- R. In the event of any breach of the terms of the contract by the Contractor, KCAC shall have, in addition to any other recourse, the right to terminate the contract upon no less than ten (10) days written notice to the Contractor, return receipt requested. In such event, the Contractor shall be reimbursed for the expenditure(s) incurred for any satisfactory work completed under the contract prior to the date of termination.
- S. Notwithstanding the above, the Contractor shall not be relieved of any liability to Kent County Arts Council for damages sustained by KCAC for virtue of any breach of the contract by the Contractor, and KCAC may withhold any payment to the Contractor until such time as the exact amount of damages due KCAC from the Contractor is determined.
- T. Contractor shall not be held liable or responsible for any loss, damage or delay resulting from causes beyond the Architect's control such as fire, flood or other condition that would interfere with performance of work under this agreement.

III. Insurance Requirements

- A. Commercial General Liability Insurance - "Occurrence" form which may include Premises-Operations, Products-Completed Operations, Contractual, Personal Injury, Owner-Contractor Protective and Fire Damage Legal Liability. Coverage shall have a combined single limit of not less than \$1,000,000 per occurrence. The insurance carried pursuant to this paragraph shall include coverage for contractual liability, independent Contractors' liability and completed product / operations liability with a personal injury endorsement.
- B. Comprehensive Automobile Liability Insurance - On owned, hired, leased or non-owned vehicles in the amount of \$1,000,000 per occurrence, Combined Single Limit. Policy should include code 1 - "any auto" and Insurance Services Office (ISO) endorsement CA0029 (Edition 12/88) - Changes in Business Auto and Truckers Coverage or updated / current applicable endorsement.
- C. With regard to Commercial General Liability, Optional Excess Liability and Comprehensive Automobile coverage's, the policies shall be endorsed to contain the following provisions:
 - 1. Contractor's insurance coverage shall be primary insurance as respects Kent County Arts Council.
 - 2. Any insurance or self-insurance maintained by the Kent County Arts Council shall be excess of the Contractor's insurance and shall not contribute to it.
 - 3. Kent County Arts Council shall enjoy all rights and privileges of the policy contract without the responsibility of paying premiums.
 - 4. Contractor shall provide a copy of the endorsements amending the policies, listing Kent County Arts Council as additional insured.
- D. Workers' Compensation and Employers Liability - Statutory Workers' Compensation and Employers Liability Insurance for all of the Contractor's employees to be engaged in work under the contract and, if such work is sublet, the Contractor shall require sub-contractor(s) to maintain similar coverage for all of the employees.
- E. Optional Excess Liability Insurance - If Excess Liability ("following form") Insurance is provided with a minimum limit of \$1,000,000, underlying limits can be reduced to \$500,000.
- F. Within fifteen (15) days after notification of recommendation to award the work under this specification, a copy of the insurance certificate(s) shall be provided to Kent County Arts Council by Contractor or Contractor's insurance company.
- G. Contractor hereby agrees to defend, indemnify and hold harmless Kent County Arts Council from and against any and all liability, loss, damage, claim or action, to the extent permissible by Law, arising out of the operations performed or services provided by the Contractor under the contract (see bid submission form).

IV. Scope of Work

- A. Contractor to provide all labor and materials necessary for selective interior demolition on all three levels of the building and other work as described herein.
- B. In the interest of having a stable and complete foundation and basement area for the KCAC building on Spring street, this contract will be for all the work necessary to repair all the brick work in the perimeter foundation, add new footers and brickwork where necessary, replace any and all rotten or off centered sills, create a route and foundation piercing for a new electrical service entrance, and remove certain exterior brick work for two existing entrances, and some block work from another. The contract also requires some new foundation support pads for columns not already in place.

- C. Work includes, but is not limited to:

Demolition and Removals: Remove up to two feet of shingles from the bottom of the exterior walls, and any substrate beneath that to expose all sill plates. Remove any rotted or insect damaged material and replace with approve pressure treated lumber. Bring into vertical plane any exterior walls required, especially along the walls facing Spring Street, and on the wall facing the parking lot between the two ells. Replace sheathing over repaired areas. Remove plywood foundation cover from small ell in back of building. Demolish and remove from the job site both sets of brick stairs facing the entrances on Spring Street. Temporarily support the bump out of the building around the main entrance.

Footers: Excavate and pour footers for a brick foundation under bump out on Spring Street and under the small ell on parking lot. Pour pads under building for support columns as indicated on drawings.

Brickwork: Restore structural integrity of all existing brick foundation, rebuilding or repointing as needed. Create piercing for service underground entrance at location indicated on drawings. Build brick fill-ins under main entrance and under ell off parking lot. Build brick columns on new piers to support carrying beam loads in crawlspaces. Provide Architect and Engineer with samples of all finish brick for approval prior to installation.

Carpentry: Remove all rotted or insect infested or damaged sills and sill plates, replace with new treated lumber. Bring all exterior walls into vertical plane over new sills. Create solid column bases in sill area under new first floor columns as indicated on drawings, transferring load to masonry. And other items as specified by the Engineer on the drawings. Contractor is responsible for carting all debris from the project site for removal away from the property.

- D. As indicted in the Engineer's specifications / drawings, all materials shall be appropriate and of the quality identified for the character of this historic building; all framed materials, flashing, fasteners, structural members, etc., shall be compatible in order to result in a watertight, sustainable system.

- E. Contractor is responsible to provide for the scheduling and execution of the work in such a manner as to maintain building watertight integrity throughout the project, preventing any damage to interior surfaces, such as lath-and-plaster walls, wood trim and windows.
- F. Removal of any exterior wall or window/door materials should be done in sections, with plywood installed, to avoid exposing the entire framed opening to the weather.
- G. It is the intention of the project that no work will be permitted on any special event day, in order for Kent County Arts Council to hold business in the building, as feasible.
- H. The Contractor will not be permitted to engage in work on Sundays. In addition, Contractor to address protection of all adjacencies, sidewalks, etc. in proximity to the Kent County Arts Council building.
- I. **Liquidated Damages.** Bidder proposes and agrees to Substantially Complete all Base Bid work within 90 calendar days after receiving Notice to Proceed. The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Kent County Arts Council the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: Five Hundred Dollars (\$500.00). Inasmuch as damages arising from failure to complete cannot be calculated with any degree of certainty, the above sum is agreed by both parties as a measure of liquidated damages to Kent County Arts Council and is not a penalty.
- J. At the end of each work week, or earlier if the parties agree, the construction team or elements thereof (i.e., architect, owner, owners representative, contractor's foreman, and the contractor's responsible principal) will meet to discuss the status of work and identify issues that were not contemplated in the Scope of Work. If the discovered issues will require a "Change Order" in order to proceed, the change will be negotiated, recorded and signed at that time, or prior to the close of business on the following Monday, to include work description and estimated cost. If a change order is not required then a "work around" construction directive should be developed and recorded on a similar schedule.

Kent County Arts Council ("KCAC")
Attn: John Schratwieser
101 Spring Ave., Chestertown, MD 21620,
Telephone: 410-778-3700,
Email: john@kentcountyartscouncil.org

BID RESPONSE

Base Bid – Contractor to provide all labor and materials necessary for selective demolition, foundation, structural repairs and other work as applicable for Kent County Arts Council as follows:

Phase 0: Foundation & Structural Repairs:

A. Total Construction Fee for Foundation / Related Structural Work: \$ _____

Amount in Words: _____

If awarded the Contract, the undersigned agrees to furnish Performance and Payment Bonds with limits of not less than one hundred percent (100%) of the Bid amount (including selected Alternates and/or Allowances) to Kent County Arts Council prior to execution of the Contract. The premium for such bonds is NOT included in the Lump Sum Base Bid given above.

The bidder agrees that this bid proposal represents an irrevocable offer to the Kent County Arts Council which may be accepted by KCAC on or before the close of business sixty (60) calendar days after closing of the Bids. A Bid may not be modified, withdrawn or canceled by the Bidder for the period of time stipulated in the Invitation to Bid, and the Bidder so agrees in submitting its Bid.

Company Name Date

Address Telephone FAX

Name of Contractor Title

Signature of Contractor e-mail address

Website License # EIN

Kent County Arts Council ("KCAC")
Attn: John Schratwieser
101 Spring Ave., Chestertown, MD 21620,
Telephone: 410-778-3700,
Email: john@kentcountyartscouncil.org

EXCEPTIONS TO BID REQUIREMENTS

Contractor shall provide any exceptions to the specific requirements stated in this bid document; use additional sheet(s) as required; if none, so state:

The bid is based on the Scope of Work delineated in the Architect's Bid Documents (Drawings, Specifications, and Addenda) issued prior to the execution of a Contract, which together with the Agreement, will form the Contract Documents with which this Project shall be constructed. The Contractor acknowledges that the Drawings and Project Manual contents are consistent with the List of Drawings and Project Manual Table of Contents provided for this Project. The undersigned certifies that any and all defects, errors, inconsistencies or omissions in the Bidding Documents of which it is aware, either directly or by notification from any subbidder or material supplier are noted on a list attached to the Bid Form.

If none, enter "NONE": _____

By entering "NONE" the Bidder attests and affirms that it is familiar with the nature of the Work and the complete scope represented in the Architect's Bid Documents to the extent that the Bidder hereby warrants that no claims shall be made against Barton Ross & Partners, LLC Architects or Silcox Engineering & Drafting, Inc., based on defective design documents or ambiguities attributed to the representation of the Scope of Work documented therein. _____(initial)

Company Name	Date	
Name of Contractor	Title	
Address	Telephone	FAX
Signature of Contractor	e-mail address	
Website	License #	EIN

Kent County Arts Council ("KCAC")
Attn: John Schratwieser
101 Spring Ave., Chestertown, MD 21620,
Telephone: 410-778-3700,
Email: john@kentcountyartscouncil.org

HOLD HARMLESS CERTIFICATE

1. The Contractor agrees to defend at its own risk and expense any and all suits, actions, or legal proceedings which may be brought or instituted against Kent County Arts Council, its agents, officers, or employees for any such claim, demand, or cause of action, and the Contractor shall pay and satisfy any judgment or decree which may be rendered against Kent County Arts Council, its agents, officers, or employees in any such suit, action, or other legal proceeding, for anything related to the contract and services provided by the Contractor.
2. If the persons or property of Kent County Arts Council and of others sustain loss, damage or injury resulting from the negligence or carelessness of the Contractor, or its sub-contractors, in the performance of the contract and including any loss, damage or injury resulting from the failure to comply with any of the provisions of this contract or of law, the Contractor shall indemnify and hold Kent County Arts Council harmless for any and all claims and judgments and damages and from costs and expenses to which Kent County Arts Council may be subjected or which it may suffer or incur by reason thereof.

Company Name _____ Date _____

Address _____ / _____ / _____
Telephone _____ FAX _____

Name of Contractor _____ Title _____

Signature of Contractor _____ e-mail address _____

Website _____ License # _____ EIN _____