

**THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA**

August 27, 2024

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

Meeting Announcements - Time Is Allotted At The End Of Each Meeting For The Commissioners To Receive Comments From The Public

Public Notices

Code Home Rule Bill 5-2024 Pawnbrokers and Secondhand Dealers

Adoption Notice

Code Home Rule Bill 6-2024 Clean Energy Loan Program

Adoption Notice

Code Home Rule Bill No. 7-2024 Self-Storage Centers In The Industrial District

Public Hearing Notice

Consent Items

#1 - Regular Session Minutes, August 20, 2024

#2 - Liquor Minutes, August 20, 2024

#3 - Pete Landon, Director Office of Emergency Services

2025 Police Accountability, Community and Transparency Grant Financial Reporting Documentation

#4 - Pete Landon, Director, Office of Emergency Services

Police Accountability Board - Accountability Officer Consultant Contract

Recognition

Muriel Cole, Commission on Aging

Certificate of Appreciation

Special Class C Licenses

Minary's Dream Alliance, Beer and Wine, September 7, 2024

Departmental Appointments

Jillyn Coleman, Director of Parks & Recreation; Carrie Klein, Deputy Director of Public Works

Renaming of Ball Field E

Jillyn Coleman, Director of Parks & Recreation

Bench at Betterton Beach Park

Jillyn Coleman, Director of Parks & Recreation

Departmental Update

Public Works Director

Carrie Klein, Deputy Director, Public Works

New EMS Facility - Contract Award

Carrie Klein, Deputy Director, Public Works

Bayside Landing Park Update

Carrie Klein, Deputy Director, Public Works

Worton Park Multi Purpose Sand Courts Memorandum of Understanding

Documents for Signature

Carrie Klein, Deputy Director, Public Works

Public Works Agreement

The Honorable Wes Moore, Governor of Maryland

Budget Reduction of Core Public Health Services

Public Comment/Media Review

Procedures For Public Comment

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Contingency Fund

Contingency and Use of Fund Balance Report

Closed Session

Bill Mackey, Director, Planning, Housing, and Zoning

Legal

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) To consult with staff, consultants, or other individuals about pending or potential litigation

Jim Miller, Director, Human Resources

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)



Code Home Rule Bill 5-2024 Pawnbrokers and Secondhand Dealers 8/27/2024 County Commissioners Meeting

Item Summary:

Adoption Notice

ATTACHMENTS:

Description

CHR Bill No. 5-2024 Pawnbrokers and Secondhand Dealers Adoption Notice - Signed

Code Home Rule Bill No. 5-2024 Pawnbrokers and Secondhand Dealers - Recorded



The County Commissioners of Kent County

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

CODE HOME RULE BILL NO. 5-2024

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT concerning Chapter 120 Pawnbrokers and Secondhand Dealers of the Code of Public Local Laws of Kent County, Maryland. FOR the purpose of clarifying definitions to not include a firearm purchased or sold in a transaction regulated by a federal firearms license. BY repealing Chapter 120 Pawnbrokers and Secondhand Dealers and reenacting with amendments Chapter 120 Pawnbrokers and Secondhand Dealers, Section 120-2 Definitions.

This legislation was adopted on August 20, 2024, without amendments; and the provisions of this Act shall take effect on October 4, 2024.

This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 08/29/24, 09/05/24, 09/12/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

CODE HOME RULE
BILL NO. 5-2024

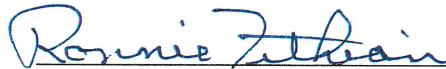
INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT concerning Chapter 120 Pawnbrokers and Secondhand Dealers of the Code of Public Local Laws of Kent County, Maryland.

FOR the purpose of clarifying definitions to not include a firearm purchased or sold in a transaction regulated by a federal firearms license.

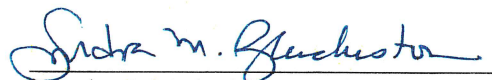
BY repealing Chapter 120 Pawnbrokers and Secondhand Dealers and reenacting with amendments Chapter 120 Pawnbrokers and Secondhand Dealers, Section 120-2 Definitions herein.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President

INTRODUCED, read the first time, July 16, 2024, ordered posted and public hearing scheduled on July 30, 2024, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By Order of:


Sondra M. Blackiston, Clerk

KENT COUNTY

2024 AUG 21 A 11:50

RECEIVED
CLERK, CIRCUIT COURT

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies made available to the public and the press, a public hearing was held on 7/30/ 2024. Reported favorably ~~[with]~~ [without] amendments; read the second time and ordered to be considered on 08/20/ , 2024, a legislative session day.

A BILL ENTITLED CHR 5-2024 PAWNBROKERS AND SECONDHAND DEALERS

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that Chapter 120, Section 120-2 Definitions, is hereby repealed and reenacted with amendments to exclude gun sales as follows:

Chapter 120

PAWNBROKERS AND SECONDHAND DEALERS

§ 120-1. Declaration of Legislative Intent.

It is the intent of this Chapter is to regulate the purchase, sale, record-keeping, and reporting of certain transactions involving used items of value within Kent County Maryland; to prevent the transfer of lost, stolen or other illegally obtained items not regulated under Article 12, Business Regulation Article, Annotated Code of Maryland; and to enhance the traceability and recovery of lost, stolen or illegally obtained items. Title 12 of the Business Regulation Article of the Annotated Code of Maryland generally regulates all transactions dealing with secondhand precious metal objects, coins, or numismatic items and this Chapter 120 is not intended to supersede same.

§ 120-2. Definitions.

As used in this Chapter, the following terms shall be defined as follows:

ANTIQUE DEALER - A person whose primary retail trade is buying and selling objects made in, or typical of, an earlier period of time, that either have special value because of their age or are examples of works of art or handicrafts.

ITEM - Any piece or thing of tangible personal property including, but not limited to, a household appliance, personal computer, compact disc player, digital video disc player, power tool, camera, ~~firearm~~, radio, television set, video game system, video game accessory or component, stereo equipment, documents, drawings, paintings, or works of art, or any costume jewelry, **AND FIREARM. A FIREARM THAT IS PURCHASED OR SOLD IN A TRANSACTION THAT IS REGULATED BY A FEDERAL FIREARMS LICENSE IS NOT INCLUDED.**

PAWNBROKER - A person who engages in Pawnbroker Transactions.

PAWNBROKER OR SECONDHAND DEALER ESTABLISHMENT A place of business where pawnbroker transactions or secondhand dealer transactions occur. The terms “pawnbroker” or “secondhand dealer establishment” include either or both the individuals or persons operating the business and its fixed place of business, as applicable.

PAWNBROKER TRANSACTION

An act of, or engaging in the act of, lending money on the deposit or pledge of tangible personal property other than secondhand precious metal objects, coins, or numismatic items; or purchasing

tangible personal property, other than secondhand precious metal objects, coins, or numismatic items, on the condition of reselling the property to the seller at a stipulated price.

PERSON - An individual, corporation, partnership of any kind, business trust, limited liability company, or any other type of business entity legally recognized under the laws of the State of Maryland.

REGULATED BUSINESS - A pawnbroker, secondhand dealer, or other person engaging in any business, or conducting any business or transaction, described in this § 120-2.

A. Regulated Business does not include:

1. A charitable, religious, or nonprofit organization, if the exchange of items for consideration is incidental to the organization's primary activity;
2. An antique show, trade show, convention, or auction. In order to qualify under this exemption, the activity must be of no more than seven (7) days in duration at any individual location within Kent County within any twelve (12) month period;
3. An antique dealer.
4. A Scrap Metal Dealer
5. Automobile dealerships dealing in new or used automobiles, trucks, and other vehicles, and auto parts.
6. A used clothing mart or store.
7. Notwithstanding the foregoing, any of the persons described in items 3 through 6 hereof shall be considered a regulated business to the extent the person deals with items not falling within the definition of their respective businesses.

SCRAP METAL DEALER - A person meeting the definition of a "Junk Dealer" or "scrap metal processor" under § 17-1001 (f) 1 through 2 of the Business Regulation Article of the Annotated Code of Maryland.

SALE or PURCHASE – The acquisition or disposition of an item for consideration, whether cash, trade, other item, or anything of value.

SECONDHAND DEALER - A person that engages in secondhand dealer transactions.

SECONDHAND DEALER TRANSACTION - An act of, or engaging in the act of, purchasing items other than secondhand precious metal objects, coins, or numismatic items, and offering the tangible personal property to the public for sale, trade, barter, or other consideration.

SECTION 2. BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the 4th day of October, 2024.

Read Third Time August 20, 2024

PASSED this 20th day of August, 2024.

Failed of Passage _____

By Order of:

Sondra M. Blackiston
Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)



Ronnie Fithian
Ronald H. Fithian, President

Albert H. Nickerson
Albert H. Nickerson, Member

John F. Price
John F. Price, Member

ORDERED a fair summary thereof of the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



Code Home Rule Bill 6-2024 Clean Energy Loan Program 8/27/2024 County Commissioners Meeting

Item Summary:

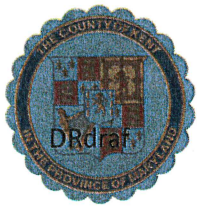
Adoption Notice

ATTACHMENTS:

Description

CHR Bill No. 6-2024 Clean Energy Loan Program Adoption Notice - Signed

Code Home Rule Bill No. 6-2024 Clean Energy Program Loan- Recorded



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

CODE HOME RULE
BILL NO. 6-2024

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 152 Taxation, Article VII Clean Energy Loan Program §§ 152- 30, 152-31, and 152-32 of the Code of Public Local Laws of Kent County, Maryland FOR THE PURPOSE of defining certain terms: establishing a Clean Energy Loan Program for commercial property owners; establishing the scope of and eligibility for the Clean Energy Loan Program; providing for qualifying criteria; establishing a calculation of the clean energy loan surcharge, providing for a recorded notice; providing for the collection of loan payments; establishing default procedures; providing for financing or refinancing of Qualifying Projects under the Clean Energy Loan Program; providing for the application of this Act; and generally related to the Clean Energy Loan Program and real property taxes as consistent with provisions and the authority of the Annotated State Code of Maryland, Local Government Article, §1-1102.

This legislation was adopted on August 20, 2024, without amendments; and the provisions of this Act shall take effect on October 4, 2024.

This bill in its entirety is on file at the Commissioners' Office, 400 High Street, Chestertown, Maryland, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 08/29/24, 09/05/24, 09/12/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

July 16, 2024
Legislative Session Day

Legislative Session Day
July 16, 2024

RECEIVED
CLERK, CIRCUIT COURT
CODE HOME RULE
2024 JUL 21 4:11 PM
BILL NO. 6-2024
KENT COUNTY

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

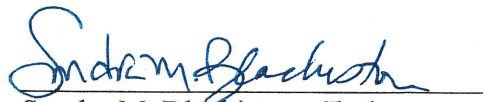
AN ACT to amend Chapter 152 Taxation Article VII Clean Energy Loan Program, §§ 152- 30, 152-31, and 152-32 of the Code of Public Local Laws of Kent County, Maryland FOR THE PURPOSE of defining certain terms: establishing a Clean Energy Loan Program for commercial property owners; establishing the scope of and eligibility for the Clean Energy Loan Program; providing for qualifying criteria; establishing a calculation of the clean energy loan surcharge, providing for a recorded notice; providing for the collection of loan payments; establishing default procedures; providing for financing or refinancing of Qualifying Projects under the Clean Energy Loan Program; providing for the application of this Act; and generally related to the Clean Energy Loan Program and real property taxes as consistent with provisions and the authority of the Annotated State Code of Maryland, Local Government Article, §1-1102.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President

INTRODUCED, read first time, July 16, 2024, ordered posted and public hearing scheduled on July 30, 2024, at 6:00 p.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:


Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on July 30, 2024. Reported favorably ~~[with]~~[without] amendments; read a second time and ordered to be considered on August 20, 2024, a legislative session day.

A BILL ENTITLED CHR 6-2024 CLEAN ENERGY LOAN PROGRAM

SECTION 1. NOW THEREFORE BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND, that Chapter 152, Article VII, is hereby amended as follows:

ARTICLE VII CLEAN ENERGY LOAN PROGRAM

§152-30. Clean Energy Loan Program.

(A) Definitions. In this ~~subsection~~ **SUBTITLE**, the following words have the meanings indicated:

- (1) **"ACT" MEANS §§1-1101 ET. SEQ. OF THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED STATE CODE OF MARYLAND.**
- (2) "Clean Energy Financing Agreement" means an agreement between a property owner and a Clean Energy Lender providing for the terms and conditions of a Clean Energy Loan.
- (3) "Clean Energy Lender" means ~~a private lender providing a clean energy loan.~~ **A CAPITAL PROVIDER THAT PROVIDES LOANS TO PROPERTY OWNERS TO FINANCE QUALIFYING PROJECTS, APPROVED BY MARYLAND CLEAN ENERGY CENTER, AND SUCH CAPITAL PROVIDER'S SUCCESSORS, TRANSFERRESS, AND ASSIGNEES.**
- (4) "Clean Energy Loan" means any loan made by a **CLEAN ENERGY** ~~private~~ Lender to a property owner under the Clean Energy Loan Program.
- (5) "Clean Energy Loan Obligation" means all indebtedness and obligations of a property owner to a Clean Energy Lender under a Clean Energy Financing Agreement.
- (6) "Clean Energy Loan Program Administrator" means any person or entity selected by the County to manage the Clean Energy Loan Program.
- (7) "Commercial Property" ~~has the meaning stated in the Local Government Article, §§~~

~~1-1101 et. seq., of the State Code.~~ **THIS MEANS ANY REAL PROPERTY AS DEFINED IN THE ACT, INCLUDING RESIDENTIAL DWELLINGS CONTAINING MORE THAN FOUR SINGLE-DWELLING UNITS.**

- (8) "Property Owner" means ~~an~~ **THE** owner of **QUALIFIED** commercial property. as defined in this subsection.
- (9) **"LOCAL GOVERNMENT ARTICLE" MEANS THE LOCAL GOVERNMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS IT MAY BE AMENDED.**
- (10) **"QUALIFYING PROJECTS" MEANS PROJECTS AS DEFINED IN THE ORDINANCE FOR KENT COUNTY.**
- (11) **"SURCHARGE" MEANS THE ASSESSMENT LEVIED BY THE COUNTY ON A PROPERTY OWNER'S PROPERTY TAX BILL TO COLLECT CLEAN ENERGY LOAN PROGRAM PAYMENTS OWED TO A CLEAN ENERGY LENDER BY THE PROPERTY OWNER AND COSTS OF ADMINISTERING THE CLEAN ENERGY LOAN PROGRAM IN ACCORDANCE WITH THE ACT AND AS AUTHORIZED BY THE COUNTY LEGISLATION.**
- (12) **"SURCHARGE LIEN" MEANS THE LIEN AUTOMATICALLY ESTABLISHED UPON THE COUNTY'S LEVY OF THE SURCHARGE ON THE PROPERTY TAX BILL.**

- (B) Program. There is a Clean Energy Loan Program to finance ~~energy efficiency projects and renewable energy projects with an electric generating capacity of not more than 100 kilowatts.~~ **QUALIFYING PROJECTS AS PROVIDED IN THE ACT.**
- (C) Rules and Regulations. The Director of Finance may adopt rules and regulations to administer the Clean Energy Loan Program consistent with this subtitle.
- (D) Program Administrator. The County Commissioners of Kent County may enter into an agreement with a private entity **OR STATE INSTRUMENTALITY** to administer the Clean Energy Loan Program.
- (E) Scope. Commercial property owners are eligible to participate in the Clean Energy Loan Program for non-accelerating loans greater than \$25,000.
- (F) Eligibility. In order to be eligible for a Clean Energy Loan, the property owner shall:
 - (1) Have a 100% ownership interest in the property located in Kent County for which ~~improvements~~ **PROJECTS** are being made; **PROPOSED.**
 - (2) Demonstrate that the most recent property taxes, assessments, and charges on the property

have been paid;

- (3) Provide a copy of written notice to all current holders of a mortgage or deed of trust who have a priority recorded lien on the property and written proof of express consent to the Clean Energy Loan as a priority lien by all current holders of a mortgage or deed of trust on the property **THAT IS TO BE FINANCED UNDER THE CLEAN ENERGY LOAN PROGRAM**; and
- (4) Establish that the owner of the commercial property is able to repay the loan provided under the Clean Energy Loan Program, in a manner substantially similar to that required for a mortgage loan under §§ 12-127, 12-311, 12-409.1, 12- 925, and 12-1029 of the Commercial Law Article of the **ANNOTATED State Code OF MARYLAND**.

(G) Qualifying Improvements. The following improvements, either new or replacement, qualify as energy efficiency or renewable energy projects under the Clean Energy Loan Program:

- (1) ~~solar energy equipment~~; **ENERGY AND WATER EFFICIENCY PROJECTS**;
- (2) **RENEWABLE ENERGY PROJECTS INCLUDING BUT NOT LIMITED TO SOLAR ENERGY EQUIPMENT**, geothermal energy devices, **AND WIND ENERGY SYSTEMS**;
- (3) ~~wind energy systems~~; **ENVIRONMENTAL REMEDIATION PROJECTS, WHICH MEANS A PROJECT INTENDED TO REMOVE ENVIRONMENTAL OR HEALTH HAZARDS, AND INCLUDING PROJECTS THAT PROMOTE INDOOR AIR AND WATER QUALITY, ASBESTOS REMEDIATION, LEAD PAINT REMOVAL, AND MOLD REMEDIATION**;
- (4) ~~water conservation devices not required by law~~; **RESILIENCY PROJECTS, WHICH MEANS A PROJECT INTENDED TO INCREASE THE CAPACITY OF A PROPERTY TO WITHSTAND NATURAL DISASTERS AND THE EFFECTS OF CLIMATE CHANGE, INCLUDING FLOOD MITIGATION, STORMWATER MANAGEMENT, A PROJECT TO INCREASE FIRE OR WIND RESISTANCE, A PROJECT TO INCREASE THE CAPACITY OF A NATURAL SYSTEM, AN INUNDATION ADAPTATION PROJECT, ALTERNATIVE VEHICLE CHARGING INFRASTRUCTURE, AND ENERGY STORAGE**; AND
- (5) ~~Any construction, renovation or retrofitting of commercial property to reduce energy consumption, including, high efficiency lighting and building systems, heating ventilation air conditioning (hvac) upgrades, high efficiency boilers and furnaces, high efficiency hot water heating systems, combustion and burner upgrades, fuel switching, heat recovery and steam traps, building shell or envelope improvements, fenestration improvements, building energy management systems, and process equipment upgrades~~; and
- (6 5) Any other improvement **PROJECT** approved by the County or the Clean Energy Loan Program Administrator as qualifying ~~as an energy efficiency project or renewable energy~~

~~project.~~ **CONSISTENT WITH THE ACT.**

- (H) Qualifying Costs. A Clean Energy Loan may be used to pay for all costs incurred by a property owner in connection with the qualifying improvements, including, **BUT NOT LIMITED TO**, the cost of the energy audit; feasibility studies and reports; project management, design, installation, and construction of the qualifying ~~improvements~~ **PROJECTS**; commissioning; energy savings or performance guaranty or insurance; building accreditation; closing costs of the Clean Energy Loan; permitting fees; administrative fees; **AND** post-install evaluation, measurement & **AND** verification; ~~and, building accreditation.~~

§152-31. Real Property Tax Surcharge.

- (A) Repayment of Loans. A property owner participating in the Clean Energy Loan Program shall repay the Clean Energy Loan through a surcharge on their real property tax bill. Upon receipt of written notice from the Clean Energy Loan Program Administrator of the execution of a Clean Energy Loan Financing Agreement, the County shall, within sixty (60) days from the date of the Clean Energy Loan Financing Agreement, add the surcharge to the tax property bill. The surcharge shall constitute a first lien on the property from the date it becomes payable until the unpaid surcharge and interest and penalties on the surcharge are paid in full, regardless of a change in ownership, whether voluntary or involuntary. A person or entity that acquires property subject to a surcharge assumes the obligation to pay such surcharge. The County may assign the surcharge lien to the Clean Energy Loan Program Administrator.
- (B) Calculation. The surcharge for a Clean Energy Loan shall include the Clean Energy Loan Obligation and any administrative costs incurred by the County which shall be the actual expenses incurred to administer the program.
- (C) Notice of Levy and Lien of Surcharge. Upon receiving written notice from the Clean Energy Loan Program Administrator of the execution of a Clean Energy Loan Financing Agreement, **THE PROPERTY OWNER SHALL EXECUTE AN AGREEMENT WITH THE COUNTY AND THE CLEAN ENERGY LENDER THAT WILL BE RECORDED IN THE LAND RECORDS OF KENT COUNTY.** Kent County shall promptly file the notice of levy and lien of surcharge in the Land Records, thereby providing notice to third parties. Such notice shall contain:
- (1) The date the Clean Energy Loan was made to the property owner and the property became subject to the surcharge;
 - (2) The term of the Clean Energy Loan and over which the surcharge will apply to the property;
 - (3) The Clean Energy Loan Obligation and estimated County administrative costs for the

first year;

- (4) The annual principal and interest amount for each year of the term of the Clean Energy Loan, including any partial year prorated amounts;
 - (5) Prepayment requirements and any prepayment premium that may apply to a prepayable Clean Energy Loan;
 - (6) Notice that the Clean Energy Loan Obligation and the County's administrative costs will be repaid through a surcharge included on the **PROPERTY** owner's real property tax bill due and payable on the same date as the real property tax bill;
 - (7) Notice that an unpaid Clean Energy Loan surcharge constitutes a first lien on the property that has priority over prior or subsequent liens in favor of private parties and that the surcharge will continue as a lien on the property from the date it becomes payable until the unpaid surcharge and interest and penalties on the surcharge are paid in full, regardless of a change in ownership of the property, whether voluntary or involuntary; and
 - (8) Notice that if payments of surcharges are not timely paid, the surcharge will be collectible as a tax lien through the tax sale process authorized under Tax-Property Article, Title 14, Subtitle 8 of the **ANNOTATED State Code OF MARYLAND** and in accordance with **THE CODE OF PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND** §152-4 and that an overdue surcharge will be so collected, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing.
- (D) Default. In the event of default on the Clean Energy Loan surcharge, the County shall be required to collect the lien pursuant to **THE CODE OF PUBLIC LOCAL LAWS OF KENT COUNTY, MARYLAND** §152-4, irrespective of whether property taxes (or any other taxes, charges, or assessments) are due and owing. The County shall not incur any liability to the Clean Energy Lender or others in the event of default.
- (E) Payment to Clean Energy Lender. The County shall have no ownership of the surcharges collected except for administrative costs provided under this subtitle. The Controller shall pay all surcharge payments in any calendar month to the applicable Clean Energy Lender or the Clean Energy Loan Program Administrator within **THIRTY (30)** days after the end of the month in which such amounts are collected. The County shall have no obligation to make payments to any Clean Energy Lender with respect to any Clean Energy Loan Obligation other than that portion of surcharge actually collected from a property owner for the repayment of a Clean Energy Loan. Payments received from a property owner shall be credited first to all County taxes, assessments, and charges.

§152-32. Financing.

(A) **CLEAN ENERGY LENDERS, TERMS.** Clean Energy Loans may be provided by any private lender and a Clean Energy Financing Agreement may contain any terms agreed to by the Clean Energy Lender and the property owner, as permitted by law, for the financing of Clean Energy Loans. The County may not finance or fund any loan under the program, shall serve only as a program sponsor to facilitate loan repayment by including the surcharge on the County real property tax bill for the property, and shall incur no liability for the loan. **THE CLEAN ENERGY LOAN MUST BE REPAID OVER A TERM NOT TO EXCEED THE USEFUL LIFE OF THE PROJECT AS DETERMINED BY THE CLEAN ENERGY LOAN PROGRAM.**

(B) **COUNTY ROLE. THE COUNTY'S ROLE IN THE CLEAN ENERGY LOAN PROGRAM IS LIMITED TO SPONSORING THE PROGRAM AND COLLECTING AND FORWARDING THE SURCHARGES IMPOSED UNDER THE PROGRAM. THE COUNTY MAY NOT PROVIDE CLEAN ENERGY LOANS OR OTHER FINANCING IN CONNECTION WITH THE CLEAN ENERGY LOAN PROGRAM.**

SECTION 2. BE IT FURTHER ENACTED, that Maryland Clean Energy Center and its designee are hereby authorized and directed to serve as the Clean Energy Loan Program Administrator under the terms of a separate agreement.

SECTION 3. BE IT FURTHER ENACTED, That this Act shall apply to any commercial property for which a Clean Energy Loan was financed on or after October 20, 2016.

SECTION 4. BE IT FURTHER ENACTED by the County Commissioners of Kent County that this

Act shall take effect on the 4th day of October, 2024.

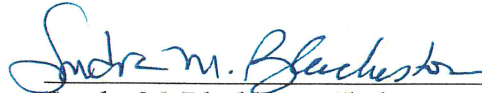
Read Third Time August 20, 2024

PASSED this 20th day of August, 2024.

Failed of Passage _____

[SIGNATURES TO FOLLOW ON NEXT PAGE]

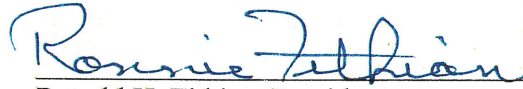
By order of:

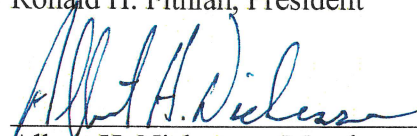

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)




Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.



**Code Home Rule Bill No. 7-2024 Self-Storage Centers In The Industrial
District
8/27/2024
County Commissioners Meeting**

Item Summary:

Public Hearing Notice

ATTACHMENTS:

Description

09.10.24 CHR Bill No. 7-2024 Self-Storage Centers In The Industrial District, Public Hearing Notice

CHR Bill No. 7-2024 Self-Storage Centers In The Industrial District, DRAFT Legislation



The County Commissioners of Kent County
Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

August 20, 2024
Legislative Session Day

Legislative Session Day
August 20, 2024

CODE HOME RULE
BILL NO. 7-2024

INTRODUCED BY: Ronald H. Fithian, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 222, Zoning, of the Code of Public Local Laws of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to add self-storage centers as a permitted use in the Industrial district by (a) amending Article V, District Regulations, Section 15. Industrial District, §15.2 Permitted Principal Uses and Structures, by adding a new #20, as follows: “Self-storage centers provided the front façade of the center and any other façade visible from adjoining public roads reflect the scale, materials, and design features common to residential or historic structures in the County. Self-storage centers are subject to site plan review;” (b) by amending Article V, District Regulations, Section 11. Commercial, §11.2 Permitted Principal Uses and Structures, by replacing #6 with: “Self-storage centers provided the front façade of the center and any other façade visible from adjoining public roads reflect the scale, materials, and design features common to residential or historic structures in the County. Self-storage centers are subject to site plan review;” and (c) by including a certain, non-codified provision to instruct County staff to make similar changes in the upcoming re-adoption of the Land Use Ordinance.

A hearing will be held on September 10, 2024, at 10:00 a.m. in the Commissioners’ Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online 24 hours in advance of the meeting at www.kentcounty.com/commissioners/meeting-agenda. Citizens are encouraged to participate in the public hearing process. If you require communication assistance, please contact the County Commissioner’s Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than noon on Friday, September 6, 2024.

A complete copy of the proposed legislative bill is available in the Commissioner's Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m., and on the County's website at www.kentcounty.com/commissioners/draft-legislation.

By order of:

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 08/22/24, 08/29/24

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

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THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

INTRODUCED, read the first time, August 20, 2024, ordered posted and public hearing scheduled on September 10, 2024, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of the time and place of the hearing and copies having been made available to the public and the press, a public hearing was held on September 10, 2024. Reported

favorably **[with] OR [without]** amendments; read the second time and ordered to be considered on September 17, 2024, a legislative session day.

DRAFT

**A BILL ENTITLED CHR 7-2024
SELF-STORAGE CENTERS IN THE INDUSTRIAL DISTRICT**

SECTION 1.

NOW, THEREFORE, BE IT ENACTED by the County Commissioners of Kent County, Maryland, that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE V.
DISTRICT REGULATIONS

SECTION 15. INDUSTRIAL DISTRICT

...

15.2 Permitted Principal Uses and Structures

...

19. Data processing centers, subject to the alternate design provisions of Section 15.9

20. SELF-STORAGE CENTERS PROVIDED THE FRONT FAÇADE OF THE CENTER, AND ANY OTHER FAÇADE VISIBLE FROM ADJOINING PUBLIC ROADS REFLECT THE SCALE, MATERIALS, AND DESIGN FEATURES COMMON TO RESIDENTIAL OR HISTORIC STRUCTURES IN THE COUNTY. SELF-STORAGE CENTERS ARE SUBJECT TO SITE PLAN REVIEW.

SECTION 2.

BE IT FURTHER ENACTED by the County Commissioners of Kent County, Maryland, that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE V.
DISTRICT REGULATIONS

SECTION 11. COMMERICAL DISTRICT

...

11.2 Permitted Principal Uses and Structures

...

5. Data processing centers, subject to the alternate design provisions of Section 15.9

~~6. Mini storage facilities.~~

6. SELF-STORAGE CENTERS PROVIDED THE FRONT FAÇADE OF THE CENTER, AND ANY OTHER FAÇADE VISIBLE FROM ADJOINING PUBLIC ROADS REFLECT THE SCALE, MATERIALS, AND DESIGN FEATURES COMMON TO RESIDENTIAL OR HISTORIC STRUCTURES IN THE COUNTY. SELF-STORAGE CENTERS ARE SUBJECT TO SITE PLAN REVIEW.

7. Machinery and equipment sales, service, and rental

...

SECTION 3.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that the County planning staff are hereby instructed to prepare corresponding text amendments and include them within the body of any proposed legislation related to re-adoption of the Land Use Ordinance via Comprehensive Rezoning, which is to be prepared by County staff following review and comment by the Critical Area Commission.

SECTION 4.

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the _____ day of _____, 2024.

Read Third Time _____

PASSED this _____ day of _____, 2024.

Failed of Passage _____

By order of:

Sondra M. Blackiston, Clerk

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

(SEAL)

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

ORDERED a fair summary thereof or the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.

DRAFT



**#1 - Regular Session Minutes, August 20, 2024
8/27/2024
County Commissioners Meeting**

ATTACHMENTS:

Description



**#2 - Liquor Minutes, August 20, 2024
8/27/2024
County Commissioners Meeting**

ATTACHMENTS:
Description



#3 - Pete Landon, Director Office of Emergency Services 8/27/2024 County Commissioners Meeting

Item Summary:

2025 Police Accountability, Community and Transparency Grant Financial Reporting Documentation

ATTACHMENTS:

Description

PAB Novus Cover Page

08.27.24 Maryland Governor's Office of Crime Preventions and Policy, Certification of Applicable Financial Reporting Requirements, Grant Awarded Funding

08.27.24 Maryland Governor's Office of Crime Preventions and Policy, Subrecipient Organizational Capacity Questionnaire (SOCQ), Grant Awarded Funding



Kent County Police Accountability Board Administrative Charging Committee





WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor

DOROTHY LENNIG
Executive Director

Certification of Applicable Financial Reporting Requirements

Directions: The designated Authorized Official of all GOCPP award applicants must utilize this form to annually certify which reporting requirements apply to the applicant entity. Complete the form, checking one box in all numbered statements. Submit this document with the indicated financial reporting documentation for the most recently ended fiscal year to the GMS with each grant application.

Applicant Entity Name: County Commissioners of Kent County

Fiscal Year: FY2025

MD Solicitations Act § 6-402 (b)(7): A charitable organization must file an audited financial statement prepared by an independent CPA if the gross income from charitable contributions is at least \$750,000. For organizations with gross annual contributions between \$300,000–\$750,000, financial statements must be reviewed or audited by an independent Certified Public Accountant (CPA).

1. The above-named entity ☒ is ☐ is not required to file an audited financial statement prepared by an independent CPA.
2. The above-named entity ☒ is ☐ is not required to have a financial statement reviewed or audited by an independent CPA.

2 CFR §200.501(b): **Single audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with [§200.514](#).

Grantees that receive money from the federal government (grants, cooperative agreements, etc.) and expend more than \$750,000 of federal dollars in a single fiscal year are required to have Single Audits.

3. The above-named entity ☒ is ☐ is not required to file a Single Audit.

Ronnie Fithian
Signature of GOCPP Subrecipient Authorized Official

Ronald H. Fithian

Print Name

08/27/2024
Date

Date Received: _____ Approved By: _____ Approved Date: _____



Subrecipient Organizational Capacity Questionnaire (SOCQ)

Instructions: The Governor's Office of Crime Prevention and Policy's (GOCPP) desk review and site visit compliance areas, for issuing subaward, include administering a pre-award assessment tool to determine risk and monitoring levels. The SOCQ is a checklist used to review an applicant's organizational stability, financial management practices, and program operations. SOCQ is part of a complete application submitted in the Grants Management System (GMS) by the due date. In addition, applicants must upload supporting Policy and Procedure attachments in the "Document" section of the online GMS. This form must be reliable information collected from applicant entity's Chief Executive or Financial Officer.

1. Subrecipient Contact Information			
Full Legal Organization/Business Name:		County Commissioners of Kent County, MD	
Address:		400 High Street, Chestertown, MD 21620	
Telephone number:		(410)778-4600	
Fax number:		(410)778-7482	
Name of person completing this form:		Walter F. "Pete" Landon	
E-mail address:		plandon@kentgov.org	
Website:		https://www.kentcounty.com/government	
Incorporated in:	Kent County, MD	Incorporated Date:	1/1/1857
Number of employees:		250	
Unique Entity ID (UEI) Number:		086131901	
SAM.gov Expiration Date:		2/13/2025	
FEIN (Federal Tax ID Number):		52600974	
Fiscal Year (Month/Year):		7/2025	
2. Subrecipient Type of Organization (select one):			
☒ Government	☐ Nonprofit corporation	☐ Other corporation	☐ Individual
3. Subrecipient Organization Classification (select all that apply):			
☐ Large Business		☐ Small Business	
☐ Historically Black College/University		☐ Small Disadvantaged Business	
☐ Historically Underutilized Business Zone		☐ Woman-Owned Business	
☐ Minority Institution/Owned		☐ Tribal	
☐ Veteran Owned		☒ Other:	
4. Subrecipient Personnel Contact Information			
Project Director Contact for Subaward			
Name:		Walter F. "Pete" Landon	
Title:		Director, Office of Emergency Services	
Telephone Number:		(410)778-7458	
E-mail Address:		plandon@kentgov.org	
Finance Director/CFO Contact for Subaward			
Name:		Pat Merritt	
Title:		Chief Finance Officer	
Telephone Number:		(410)778-7456	
E-mail Address:		pmerritt@kentgov.org	



5. Subrecipient Indirect Costs	
Fiscal Year (Month/Year):	7/2025
Negotiated Federal Indirect Cost Rate? ☐ Yes ☒ No ☐ 10% De Minimis Rate (if yes, please attach a copy of your current rate agreement)	
Name of Designated Federal Cognizant Agency (if applicable):	
6. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards.	
☒ Yes ☐ No	
7. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year).	
☒ Yes ☐ No	
Auditor Contact Name and Title:	
If yes, is your Single Audit report available on the Federal Audit Clearinghouse?	
☒ Yes ☐ No	
If yes, please identify the most recent year completed:	
8. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.	
☒ Yes ☐ No	
9. If the answers to Questions 7 or 8 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings, going concerns, material weakness or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☐ Yes ☒ No	
Explanation (if applicable):	
10. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?	
☒ Yes ☐ No	
11. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?	
☒ Yes ☐ No	



12. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.

☒ Yes

☐ No

Kent County is subject to monitoring visits by the Governor's Office of Crime Prevention and Policy, Maryland Department of Emergency Management, Maryland Family Network, etc.

Explanation (if applicable):

13. Are all disbursements properly documented with evidence of receipt of goods or performance of services?

☒ Yes

☐ No

14. Are all bank accounts reconciled monthly?

☒ Yes

☐ No

15. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:

the total funds available for a grant?

☒ Yes

☐ No

the total funds available for a budget cost category (e.g., Personnel, Travel)?

☒ Yes

☐ No

16. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?

☐ Yes

☒ No



16.a. All costs must be reasonable, allocable, and allowable. Additionally, GOCPP funding is reimbursable. Does Subrecipient have the financial capacity to await reimbursement following each reporting period?

☐ Yes

☐ No

17. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?

☐ Yes

☐ No

18. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward? If yes, please explain.

☐ Yes

☒ No

Explanation (if applicable):



19. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.

☐ Yes ☒ No

Explanation (if applicable):

20. Does Subrecipient have policies that address the following?

Pay Rates and Benefits	☒ Yes	☐ No
Leave	☒ Yes	☐ No
Conflicts of Interest	☒ Yes	☐ No
Purchasing/Procurement	☒ Yes	☐ No
Capitalization/depreciation	☒ Yes	☐ No
Records Retention	☒ Yes	☐ No

21. Describe the method Subrecipient uses to support labor and benefit charges.

Explanation: Kent County uses an electronic time-keeping system that works like an electronic time clock to verify hours worked and benefit hours used (comp time, annual leave, personal leave, sick leave, etc.) Kent County processes payroll in-house. The electronic time-keeping system payroll module calculates pay based on hours worked and pay rates. The system also calculates benefits received and paid.



22. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?	
☐ Yes	☐ No
23. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?	
☒ Yes	☐ No
24. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?	
☐ Yes	☐ No
25. Does Subrecipient periodically check its detailed property records against physical inventory?	
☐ Yes	☐ No



26. Attachments: Please attach the following or check N/A if not applicable.

Document	Attached	N/A
Articles of Incorporation - REQUIRED for new applicants	☐ Yes	☒ No
Bylaws - REQUIRED for new applicants	☐ Yes	☒ No
IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3)) - REQUIRED for new Nonprofit applicants	☐ Yes	☒ No
Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments - REQUIRED for all Nonprofit applicants	☐ Yes	☒ No
If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. Please refer to question #8 on this form. If yes and if the audit disclosed findings on GOCPP grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from the pass-through entity as required by §200.521 Management decision.	☐ Yes	☐ No
Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☒ Yes	☐ No
Indirect cost rate agreement - REQUIRED if agency has an active Indirect cost rate	☐ Yes	☒ No
List of all subawards to Subrecipient from GOCPP during the last two (2) years - REQUIRED of all applicants	☒ Yes	☐ No
List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years - REQUIRED of all applicants	☐ Yes	☒ No

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Ronnie Johnson 08/27/24



Printed Name:	Ronald H. Fithian
Title:	President, County Board of Kent County Commissioners
Date:	08/27/2024

rev. 2/2024



**#4 - Pete Landon, Director, Office of Emergency Services
8/27/2024
County Commissioners Meeting**

Item Summary:

Police Accountability Board - Accountability Officer Consultant Contract

ATTACHMENTS:

Description

PAB NA Cover Sheet

08.27.24 Annual Contract Renewal, Between County Commissioners of Kent County and Francis McGarvey, Police Accountability Officer Consultant Agreement, PACT Grant Contract #25-PAB-001



Kent County Police Accountability Board Administrative Charging Committee





CONTRACT BETWEEN COUNTY & CONTRACTOR

This CONTRACT made this 27th day of August, 2024 is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the "COUNTY", and Francis McGarvey, hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see within Exhibit A), and with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL), the CONTRACTOR shall furnish all labor, materials, and transportation necessary, in accordance with the scope of work entitled Attachment A. The COUNTY may provide a workstation with a computer during established office hours for CONTRACTOR'S use if requested.
2. LIABILITY INSURANCE. Not applicable.
3. WORKER'S COMPENSATION INSURANCE. Not applicable.
4. COMPLETION OF WORK. The CONTRACTOR shall complete the work covered by this Contract by June 30, 2024, unless the period for completion is extended as provided for in general conditions. Specific completion dates for tasks are established in Attachment A.
5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the completion and performance of the aforesaid work, subject to additions or deletions provided herein, for a rate of fifty-three (\$53.00) per hour for up to 800 hours up to a total maximum fee of forty-two thousand and four hundred dollars (\$42,400.00) per fiscal year. The CONTRACTOR will work no less than 15 hours per week consistent with assignments, duties and responsibilities. This amount will be stipulated by grant funding available during any grant cycle or fiscal year.
6. INVOICING PROCEDURES. CONTRACTOR shall furnish to the OWNER, an invoice on the 1st of the month for all work provided in the previous month. The COUNTY reserves the right to withhold final payment if the work is incomplete and/or not submitted, as well as COUNTY owned property is not returned prior to June 30, 2025.
7. CONFIDENTIALITY. In the case where data is collected from programs or agencies, the information and records related to the services performed under this CONTRACT shall be confidential and shall not be disclosed by the CONTRACTOR without the express consent of the program participants or, if a minor, the minor's parents or guardian, except where the information and records are being examined in conjunction with the administration of the program and/or services provided for under this CONTRACT; or as may be required under State or federal law.
8. TERMINATION. The period of performance for this CONTRACT is from July 1, 2024 through June 30, 2025. One or both parties may terminate this CONTRACT with at least fifteen (15) days written notice. Termination may be without cause. If the CONTRACT is terminated before the end of the term as provided herein, an accounting of the current and year to date expenses shall be

made within a timeframe established by the COUNTY.

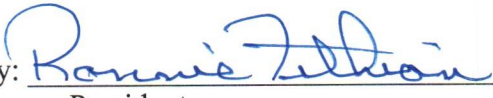
9. NON-ASSIGNMENT. Neither this CONTRACT nor any of the rights, interests or obligations under the CONTRACT shall be assigned, in whole or in part by operation of law or otherwise by either party without the prior written consent of the other party.
10. This CONTRACT shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
11. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

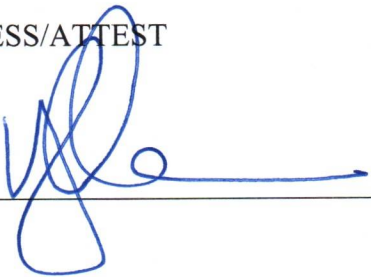
WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)


08/27/24

By: 
President
Kent County Commissioner's Office

WITNESS/ATTEST



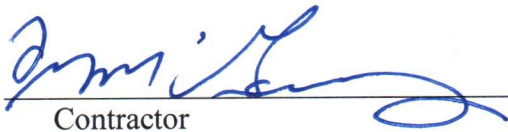
By: 
Contractor

EXHIBIT A

GENERAL TERMS & CONDITIONS OF CONTRACT
BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations and is sufficiently able to produce reliable financial information.

The County may examine the Contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules, and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for Contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's County Administrator, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the County Administrator, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the County Administrator.

5. CHANGES

The County Administrator may unilaterally change the work, materials, and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head of the County department, office, or agency ("Department Head") of the Contract Administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the Contract Administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the Contract Administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public Local Laws of Kent County.

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee, or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the County's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request For Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to cost, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work or provide goods, services, or construction prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

31. BILLABLE OR INVOICE HOURS:

All commuting travel including time and mileage is not reimbursable by the OWNER. The CONTRACT shall not bill for any travel between residence and work location. Travel associated with official County duties shall be consistent with established County travel expense guidelines.

32. WORK LOCATION(S):

The CONTRACTOR shall work a minimum of 15 hours per week for the duration of this agreement, ensuring physical location within Kent County including but not limited to 104 Vickers Drive, Unit D, 400 High Street or other Kent County locations consistent with assignments, duties and responsibilities. All other billable activities, services, and locations shall be verified by the Contract Administrator

33. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.

Exhibit B

SCOPE OF WORK

The Maryland Police Reform Act of 2021 (House Bill 670) made changes to the Maryland's Annotated Code regarding Police Discipline and Law Enforcement Programs and Procedures. In addition to many other changes, each county must establish a countywide Police Accountability Board, an Administrative Charging Committee, and have qualified citizens and an actively serving or retired administrative law judge or a retired judge of the District Court or Circuit Court to serve on the Trial Boards.

Summary: The consultant shall maintain, establish and implement all plans, processes, and procedures related to the development and operation of an active Police Accountability Board, an Administrative Charging Committee, and Trial Boards. The consultant shall be responsible for refining the by-laws, appointment/membership processes, and communication processes for calling meetings, and shall develop procedures for the operation of meetings regarding the Open Meetings Act. The consultant shall also determine how to implement the victim's rights advocate role with the County's law enforcement agencies and shall further evaluate the need for and feasibility of the following: a mental health program for law enforcement; a misconduct database; and an early intervention system to identify possible problematic behavior among law enforcement. The consultant may utilize a designated staff person to ensure efficient recordkeeping practices based in part on the number of complaints. The consultant reports the status of the above or shall make appropriate recommendations to the County Commissioners of Kent County regarding the same no later than June 30, 2025.

Task 1: Continue overseeing the refinement of the standing Police Accountability Board (PAB) and develop, implement, or revise current processes.

- 1) The consultant shall collect the Interest Forms completed by civilians that are requesting to serve on the PAB. In the event of a vacancy, the consultant shall assist the Kent County Board of County Commissioners ("Commissioners") by evaluating the Interest Forms to appoint PAB members in accordance with Resolution 2022-11. Documentation shall be presented to the Commissioners via the Contract Administrator whenever additional Kent County volunteers have been identified.
- 2) Since the PAB members have been appointed, the consultant shall continue coordinating the details for all meetings, at least quarterly. Such coordination includes but is not limited to the date and time of meeting, by-laws recommendations, processes to recommend Administrative Charging Committee members, and the minutes of the meeting upon conclusion of the meeting.
- 3) The consultant shall receive complaints received by the public and must forward them to the respective law enforcement agency within three days.
- 4) The consultant shall organize PAB meetings to review the outcomes of any disciplinary matters on a quarterly basis and shall ensure that the PAB reports annually to the Commissioners via the contract administrator on observed trends and providing recommended changes when deemed necessary.

Task 2: Continue overseeing the refinement of a standing Administrative Charging Committee (ACC) and continually develop and implement process improvement and efficiency.

- 1) The consultant shall assist the PAB with the appointment of ACC members consistent with vacancies: the Chair of the PAB or designee, and two civilian appointees.
- 2) The consultant shall assist the Commissioners in maintaining the appointment of the ACC members in the event of any vacancies: two civilian appointees. Documentation for consideration of the two civilian member vacancies shall be presented to the Commissioners as soon as enough Kent County volunteers have been identified.
- 3) The consultant shall continue assisting the ACC members with training arrangements as required by the Police Reform Act of 2021.
- 4) The consultant shall continue arranging monthly, or as needed, meetings and facilitate the ACC's review of filed complaints to include analysis of investigatory files on the matter and all other requirements of the Police Reform Act of 2021. The consultant shall be responsible for the establishment of by-laws, policies, and procedures of the ACC. The consultant shall be responsible for the meeting minutes.

Task 3: Continue facilitating the police trial board process by each of the Kent County law enforcement agencies.

- 1) The consultant shall continue researching possible actively serving or retired administrative law judges or retired judges of the District or Circuit Court to serve on the Trial Board and make an appointment recommendation to the Commissioners via the Contract Administrator.
- 2) The consultant shall always assist the PAB with a civilian appointment and resource pool for the Trial Board.
- 3) The consultant shall assist the Trial Board civilians with training arrangements as required by the Police Reform Act of 2021.
- 4) The consultant shall aid with policies and procedures for the Trial Board meetings.

Task 4: Ensure that all policies and procedures comply with Maryland's Open Meetings Act.

To guarantee compliance, the consultant shall be Open Meetings certified with 15 days of appointment.

Task 5: Continue assisting law enforcement agencies with the establishment of the Victims' Rights Advocate process. The consultant shall prepare a formal recommendation by September 15, 2024, and assist with implementation prior to June 30, 2025.

Task 6: Continue evaluating the need for tracking databases, a mental health program for law enforcement, early intervention system to identify possible problematic behavior among law enforcement, and other strategies for supporting law enforcement accountability and public trust. The consultant shall submit recommendations prior to June 30, 2025.

This position is funded through June 30, 2025. This is a part-time, nonrecurring consultant position.



Muriel Cole, Commission on Aging 8/27/2024 County Commissioners Meeting

Item Summary:

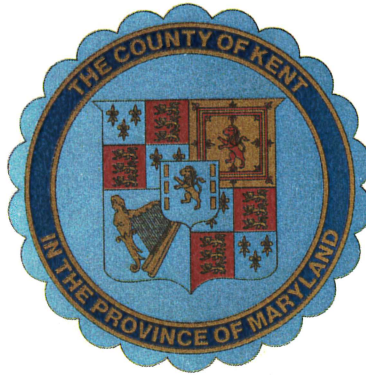
Certificate of Appreciation

ATTACHMENTS:

Description

08.27.24 Certificate of Appreciation, Muriel Cole

08.27.24 Muriel Cole, Thank You for Your Service Letter



Certificate of Appreciation

This is to certify that

Muriel Cole

is hereby recognized

for seventeen years of service as the Commissioners Liaison for Commission on Aging. Such commitment and loyalty are admired and well respected by all those who have had the honor of working with her. We, the County Commissioners of Kent County, Maryland, thank you for your continued devotion, dedication, and public service to Kent County and the community.

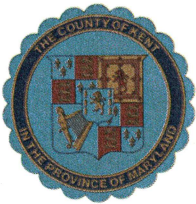
THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

Ronald H. Fithian, President

Albert H. Nickerson, Member

John F. Price, Member

August 27, 2024



The County Commissioners of Kent County

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

August 27, 2024

Muriel Cole
501 E. Campus Ave # 227
Chestertown, MD 21620

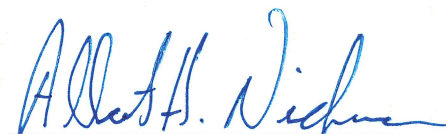
Re: Kent County Commission on Aging

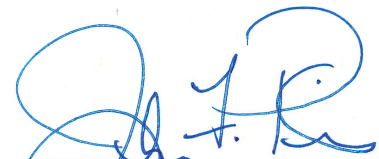
Dear Ms. Cole:

Thank you for your service as a member of the Commission on Aging for Kent County. Your tireless service to the Commission is a testament to your desire to serve the greater good. On behalf of the citizens of Kent County, we are sincerely grateful for all you have given to the community and hope to call upon you again to serve on a board or committee.

Very truly yours,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND


Ronald H. Fithian, President


Albert H. Nickerson, Member


John F. Price, Member

KCC/tlt

CC: Carolyn Sorge, Chair, Commission on Aging



**Minary's Dream Alliance, Beer and Wine, September 7, 2024
8/27/2024
County Commissioners Meeting**

ATTACHMENTS:

Description

2024 PD-36 Minarys Dream Alliance, Beer and Wine, September 7, 2024, Application - Copy

2024 PD-36

APPLICATION FOR A SPECIAL CLASS "C" (PER DIEM) LICENSE

Application is made by the undersigned under the provisions of Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307 and 24-1308 of the Alcoholic Beverages Article, for a Special Class C (Per Diem) License.

Check One: Beer () Beer and Wine () Beer, Wine, and Liquor ()

We submit and certify to the following information and statements as required.

1. The club, society or association on behalf of which the license is desired:

Mary's Dream Alliance

Address 9155 American Legion Rd Chestertown, MD 21610

Type of Function Fundraiser

Location of Function Fellowship form 32103 Millington Rd. Millington, MD

2. This function is operated exclusively for a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization.

3. The applicants are citizens of the United States, not less than twenty-one years of age, and have never been convicted of a felony.

4. The applicants have not had a license for the sale of alcoholic beverages revoked.

5. Have the applicants ever been adjudged guilty of violating the laws for the prevention of gambling in the State of Maryland and/or adjudged guilty of violating the laws governing the sale of alcoholic beverages in the State of Maryland or the United States? ____ Yes or No NO SUB PT II

6. The applicants will, if granted a license, conform to all laws and regulations relating to the business with respect to which such license is desired.

7. The applicants submit herewith a statement duly executed and acknowledged by the owner of the premises in which the business is to be conducted, assenting to the granting of the license applied for, authorizing the Comptroller, his duly authorized deputies, inspectors and clerks, the Board of License Commissioners (if any) for the aforesaid County, its duly authorized agents and employees, and any peace officer of said county, to inspect and search, without warrant, the premises upon which the business is to be conducted, and any and all parts of the premises where said business is to be conducted, at any and all hours.

8. The license for which this application is made is to be for the following day(s) Sept 7 2024.
Begin at: 11am End at: 7pm and the applicant tenders herewith the sum of (\$ 15.00 Per Diem) (\$ 15.00) in payment for the license.

Please Select One:

() Pick Up - Vanessa 410 699 1728

() Mail Permit (will be mailed to above address)



9. Applicants

(1) Arlene Lee 100 Crestview Ct, Chestertown, MD 21620
Name Residence
24 Board Member 410-299-4539
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of August, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared _____ the applicant(s) named in the foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]

(SEAL)

(2) Carlene Wilson 23164 Baywood Ct, 13A Chestertown MD
Name Residence
7 Program Coordinator 410-271-7586
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of August, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Carlene Wilson the applicant(s) named in the foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]

(SEAL)

(3) Aaron Wesley 11533 Still Pond Rd, Worton MD 21678
Name Residence
40 years Contractor (443) 406-5059
Length of Residence in Kent Co. Committee Title Phone No. (Signature of Applicant)

STATE OF MARYLAND

This certifies, that on the 21st day of August, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Aaron Wesley the applicant(s) named in the foregoing application, and made oath in the due form of law that the statements therein are true to the best of (his, their) knowledge and belief.

WITNESS my hand and official seal.

[Signature]

(SEAL)

**STATEMENT OF OWNER/ENTITY OF PREMISES REQUIRED IN CONNECTION WITH
ALCOHOLIC BEVERAGES LAWS OF MARYLAND**

I, WE) HEREBY CERTIFY, That (I am, we are) the owner(s) OR (I, We) have been given authorization by the Entity to act on their behalf of the property named with the submission of this application under the Alcoholic Beverages Laws of Maryland and agrees to the issuance of the license. This statement does hereby authorize a warrantless inspection and search of the premises at any time in any part of the building in which the business is to be conducted by the Comptroller, the Commission, the Board of License Commissioners of Kent County and its authorized agents and employees, or a peace officer of the county or municipality where the business is located.

SIGNATURE OF OWNER: *Sandra Donnelly* PRINT NAME: Sandra Donnelly

SIGNATURE OF OWNER: _____ PRINT NAME: _____

NAME OF ENTITY: _____

AUTHORIZED AGENT SIGNATURE: _____ PRINT NAME: _____

TITLE OF AUTHORIZED AGENT: _____

**NOTARY
OWNER/ENTITY OF PREMISES**

STATE OF MARYLAND, COUNTY OF Kent:

THIS CERTIFIES, That on the 25 day of August, 2024, before the subscriber, a Notary of the State of Maryland, personally appeared Sandra Donnelly and acknowledged the execution of the foregoing statement to be a true act.

WITNESS my hand and official seal.



Terwana J. Brown



Board of License Commissioners

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

SPECIAL CLASS "C" (PER DIEM) LICENSE AFFIDAVIT

In applying for this Special Class "C" (Per Diem) License it is important that you realize the responsibility that goes with the issuance of the license. All persons or groups using this license as authorized under Sections 4-1202, 4-1208, 4-1209, 24-503, 24-1301, 24-1307, and 24-1308 of the Alcoholic Beverages Article of the Annotated Code of Maryland are covered by all the laws regarding the sale and consumption of alcoholic beverages. Special care should be taken to be sure the following edicts are adhered to:

1. All persons must be 21 years of age or older to sell, purchase, or consume an alcoholic beverage.
2. All sales and the consumption of alcohol must stop promptly at 2:00 a.m.
3. No intoxicated person shall be served any alcoholic beverages.
4. No unnecessary noise or disturbance that could be a nuisance to the community shall occur.
5. The person(s) responsible for the function must see that order and decorum are kept at all times.
6. The application must be completed by three committee members; one member must be a Kent County resident.
7. License must be prominently displayed at the location where alcohol is being served. Failure to comply with the laws of the State of Maryland may make the responsible person(s) subject to a fine.

This license may be issued to a religious, fraternal, civic, veterans', or charitable organization, association, club, or society; or hospital supporting organization. This license shall not be transferred or reassigned.

Cost of a Special Class "C" Per Diem License: **Beer \$5.00, Beer and Wine \$15.00, and Beer, Wine, and Liquor \$25.00.** Make checks payable to: **The County Commissioners of Kent County**, along with the completed application.

Name of organization, club, etc. Mary's Dream Alliance
Address 935 American Legion Rd Chestertown, MD 21620
Name Doncella Wilson DW
(Please Print) (Signature)
Phone # 443. 258. 3143 Date _____



September Vendors Needed

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**Jillyn Coleman, Director of Parks & Recreation; Carrie Klein, Deputy
Director of Public Works
8/27/2024
County Commissioners Meeting**

Item Summary:

Renaming of Ball Field E

ATTACHMENTS:

Description

Cover Page



Proposal to Rename E diamond ball field to “Volunteer Field”

Rationale:

Honoring Community Contributions: volunteers are the backbone of our community, contributing countless hours to ensure the success of various events and programs.

Encouraging Volunteerism: A dedicated volunteer field serves as a reminder of the importance of volunteerism. It can inspire more community members to get involved.

Reflecting Community Values: Our community prides itself on values such as cooperation, dedication, and service. The name “Volunteer Field” embodies these values, making it a fitting tribute to the spirit of our community.





Jillyn Coleman, Director of Parks & Recreation
8/27/2024
County Commissioners Meeting

Item Summary:

Bench at Betterton Beach Park

ATTACHMENTS:

Description

Cover Page

Lifeguard Bench at Betterton Beach

Installing a Bench in Honor of Lifeguards: A Tribute to Everyday Heroes

Lifeguards are unsung heroes who dedicate themselves to ensuring the safety of others. Their vigilance, quick thinking, and bravery often go unnoticed, but their impact is profound. Installing a public bench at Betterton Beach will serve as a lasting tribute to their service and a reminder of the lives they protect.





Jillyn Coleman, Director of Parks & Recreation
8/27/2024
County Commissioners Meeting

Item Summary:

Departmental Update

ATTACHMENTS:

Description

Cover Page



Department of Parks and Recreation

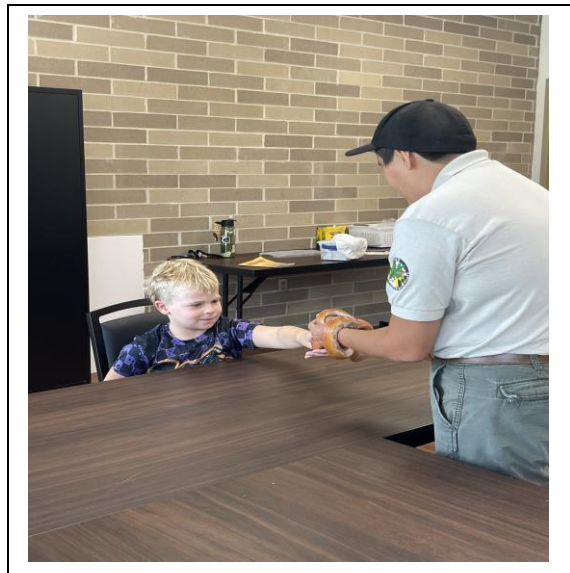
11041 Worton Road

P.O. Box 67

Worton, MD 21678

410-778-1948

info@KentParksAndRec.org





Carrie Klein, Deputy Director, Public Works
8/27/2024
County Commissioners Meeting

Item Summary:

New EMS Facility - Contract Award

ATTACHMENTS:

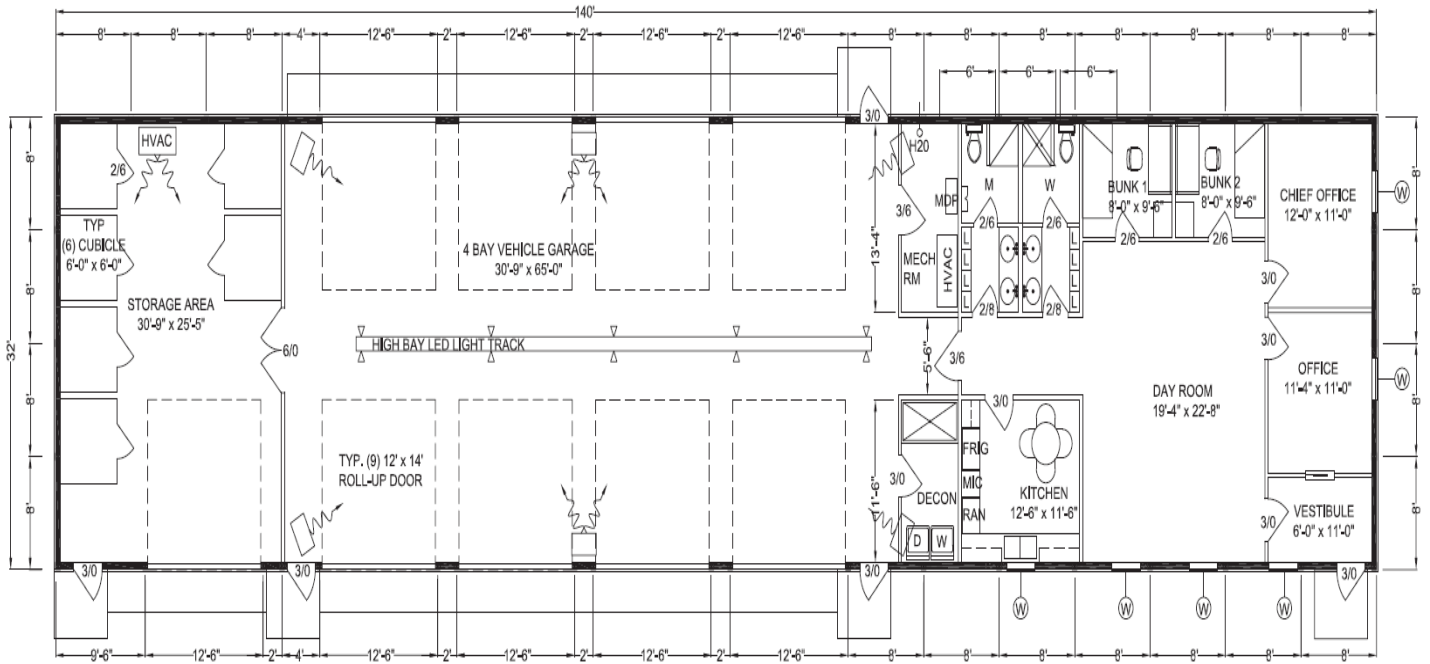
Description

Cover Sheet

08.27.24 Design & Construction of EMS Facility & Storage Building Contract, Between County Commissioners of Kent County and Industrial Engineering Co., Inc., Contract #25EGMESDC0625

Contract Award – Design & Construction of New EMS Facility

RFP # GM 25-01
Exhibit A
Conceptual Floor Plan
P. 1 of 1 (N.T.S.)





**DESIGN & CONSTRUCTION OF EMS FACILITY &
STORAGE BUILDING CONTRACT
BETWEEN COUNTY & CONTRACTOR**

This Contract, made this 22nd day of August 2024, is by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Industrial Engineering Co., Inc., hereinafter referred to as the CONTRACTOR.

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. In accordance with the General Terms and Conditions Contract between County and Contractor, as provided by the OWNER (see within Exhibit A), and with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL), the CONTRACTOR shall perform both the design phase and the construction phase of an EMS Facility and Storage Building on County-owned property at 104 Vickers Drive, Chestertown, Maryland 21620. All specific work to be performed and completed under this Contract can be found in further detail within the original Request for Proposal document (see Exhibit A: Section C.).
2. **LIABILITY INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning any work hereunder, an updated Certificate of Liability Insurance Form certifying that the CONTRACTOR carries comprehensive commercial general liability insurance through a policy which protects the OWNER, and names the OWNER as an Additional Insured in the general aggregate limit of liability for no less than Two Million Dollars (\$2,000,000.00) for the duration of the Contract term.
3. **WORKER'S COMPENSATION INSURANCE.** CONTRACTOR shall furnish to the OWNER, before beginning work, an updated Certificate of Worker's Compensation Insurance Form covering all employees of said Contract in amounts statutorily required.
4. **COMPLETION OF WORK.** The CONTRACTOR shall begin work covered by this Contract immediately following the date of receipt and acknowledgement of the Notice to Proceed letter. Work shall be completed within approximately 240 calendar days of the aforesaid Notice to Proceed receipt, in anticipation of an expected Completion Date prior to or by June 30th, 2025.
5. **CONTRACT SUM.** The OWNER shall pay the CONTRACTOR for the completion and performance of aforesaid work, subject to additions or deletions provided herein, in the lump sum of Six Hundred Twenty-Eight Thousand, Eight Hundred Dollars (\$628,800.00), as quoted in the Contractor's Proposal (see Exhibit B).
6. **INVOICING PROCEDURES.** Invoices may only be submitted for payment once services of the CONTRACTOR have been rendered and completed. Should an invoice be received by the OWNER prior to the work being executed by the CONTRACTOR, the invoice will be considered invalid and will not be paid. To remain in compliance with regard to content, the CONTRACTOR must submit an itemized statement of work that is completed to the OWNER, and the date of which such work took place. Additionally, each invoice should be dated and submitted in a timely fashion, and accordingly with the invoice schedule, as mutually determined and agreed.

7. CONTRACT EXTENSION. This contract shall not have an extension option.
8. The Contract Documents include the following:
 - A. Exhibit A - Request for Proposal Documents (which includes the County General Terms & Conditions).
 - B. Exhibit B - Contractor's Proposal.
9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Terms and Conditions and in such amounts as required by the Contract Documents, further defined within Section 6.
10. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal Courts located within the State of Maryland.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHERE OF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate on the date first written above.

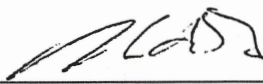
WITNESS/ATTEST


08/21/24

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND (OWNER)

By: 
President
Kent County Commissioner's Office

WITNESS/ATTEST



INDUSTRIAL ENGINEERING CO., INC.
(CONTRACTOR)

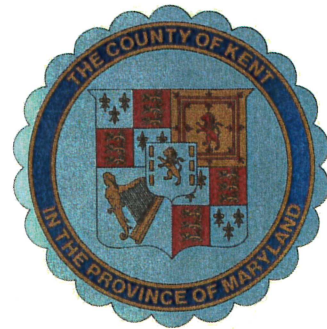
By: 
RICHARD DAVIS

PRESIDENT

Title

52-0579032

Employer Identification Number (EIN)



**THE COUNTY COMMISSIONERS OF KENT COUNTY,
MARYLAND REQUEST FOR PROPOSAL**

GM 25-01

FOR

**DESIGN & CONSTRUCTION OF
EMS FACILITY & STORAGE BUILDING
IN
KENT COUNTY, MARYLAND**

Director of Purchasing
400 High Street
Chestertown, Maryland 21620-1312

EVENT SCHEDULE
BID NUMBER # GM 25-01

<u>Date</u>	<u>Step</u>
June 13, 2024	Begin Advertising; Mail/Email Notices to Bidders on Bid List.
	Post on eMaryland Marketplace Advantage (eMMA) and Kent County's Request for Proposals webpage.
July 10, 2024	10:00 a.m. Pre-bid meeting at 709 Morgnec Road.
July 22, 2024	12:00 p.m. Deadline for written submission of Questions
July 30, 2024	11:00 a.m. Bids are due & Bid Opening at 709 Morgnec Road.
August 6 / 13, 2024	Potential Contract Award by County Commissioners.

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This section is for the using or requesting department or agency to specify in detail, including references to attachments, etc., the specifications, drawings, details, etc., to be included in the RFP/IFB. It has been prepared primarily by the using agency.

SECTION D. BID FORMS

INDEX OF BID FORMS

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SECTION A. GENERAL MATTERS

1. Summary

The County Commissioners of Kent County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), is requesting proposals from bidders with qualified staff and experience to design and construct one (1) new free-standing building, for use as an Emergency Medical Services Facility, located on a vacant portion of County-owned property at 104 Vickers Drive, Chestertown, Maryland 21620. The building shall be conventional Slab-On-Grade, Pre-Engineered or Pole Building Construction. Services under the proposal shall also include design of the building by Professional Architects and/or Engineers as well as the preparation of all required Construction Permit Plans, all in accordance with Chapter 49 of the Code of Public Local Laws of Kent County (CPLL).

2. Issuing Office

Daniel F. Mattson, P.E., C.F.M., C.M.E.

Director of Public Works

709 Morgnec Road

Chestertown, MD 21620

Telephone #: (410) 778-2600

dmattson@kentgov.org

The individual listed above shall serve as the "Director of Purchasing" and as the sole point of contact for purposes of this procurement.

3. Silence of Specification

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

4. Preparation of Proposal

a. The bidder's proposal shall be written in ink or typewritten on the form provided.

b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal, excluding zero quantity items.

5. Prices Quoted

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

6. **Samples or Brochures**

Samples or brochures are not required for this project at the time of bid.

7. **Questions and Inquiries**

All questions and inquiries regarding the terms of this RFP should be directed to the individual identified in this section prior to and subsequent to the pre-bid conference and **must be submitted in writing or email** to the person below.

Please refer any questions to: Daniel F. Mattson, P.E., C.F.M., C.M.E., Director
Kent County Department of Public Works
Phone: 410-778-2600
Email: dmattson@kentgov.org

Questions must be received by 12:00 p.m. (noon) on July 22nd, 2024. If deemed relevant to other bidders, a summary of questions and answers, including those addressed at the pre-bid conference, will be distributed to all attendees of the pre-bid conference and any others known to have received the bid documents.

Written responses shall be considered the official answers and shall supersede any verbal discussions. Verbal answers at or subsequent to the pre-bid conference are not binding and reliance should not be placed on the same.

8. **Submission Deadline and Instructions**

All proposals must arrive at the Department of Public Works ("Bid Receipt Office") by July 30th, 2024 at 11:00 A.M. to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail and internal delivery time to ensure timely receipt at the Bid Receipt Office. Proposals or unsolicited amendments to proposals arriving after the closing date and time will **NOT** be considered.

Bidders are cautioned that bids mailed, shipped express, by courier, or hand delivered to arrive the day of the bid opening must be in the hands of the Bid Receipt Office no later than 11:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if it conforms to this requirement. Proposals must be mailed, shipped, or hand delivered to the address below:

Jessica Conner, Procurement Manager
Kent County Department of Public Works
709 Morgnec Road
Chestertown, Maryland 21620

BIDDERS ARE ADVISED THAT MAIL IS DELIVERED ONCE A DAY, AND USUALLY ARRIVES AFTER THE TIME SPECIFIED FOR BID DELIVERY ON THE APPLICABLE DATE.

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY OTHER LOCATION THAN THE OFFICE OF DIRECTOR OF PURCHASING WHETHER SUCH OTHER LOCATION IS A COUNTY OFFICE OR OTHERWISE.

All proposals must be in a sealed envelope with the following information clearly printed on the outside:

THIS IS A SEALED BID PROPOSAL FOR
KENT COUNTY – RFP # GM 25-01.

Please note that if a bid is mailed, sent by messenger service, or delivered by commercial carrier (e.g. FEDEX, UPS, etc.). **THE OUTSIDE ENVELOPE, AS WELL AS THE INSIDE ENVELOPE, IF ANY, MUST CONTAIN THE LEGEND SHOWN ABOVE.** County staff receives many items by such services and if the legend does not appear a response may be misrouted or delayed in opening. The bidder takes full responsibility for the legend and THE COUNTY WILL NOT DEEM A BID AS TIMELY RECEIVED, EVEN IF RECEIVED ON TIME, IF OPENED LATER THAN THE DEADLINE DUE TO LACK OF THE APPROPRIATE LEGEND ON THE MAILER/OUTSIDE ENVELOPE.

9. Duration of Offer

Unless otherwise specified by the County, proposals submitted in response to this solicitation are irrevocable for ninety (90) days following the closing date. This period may be extended only with the offeror's written agreement.

10. Withdrawal of Proposals

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

11. Public Inspection of Proposals

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports for firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

12. Changes in Contract Documents

Changes to contract documents shall be made only in writing, and copies will be emailed, faxed, or mailed to all known prospective bidders. The County assumes no responsibility for verbal instructions or interpretations. The contract documents contain the provisions required for the contract. Information obtained from an officer, agent, or employee of the

County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him of fulfilling any of the conditions of the contract.

13. Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Director of Purchasing to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required.

14. Cancellation of the RFP; Rejection of All Proposals

The County may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the County. Kent County shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

15. Proposal Acceptance; Discussions

The County reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the County. The County also reserves the right, at its sole discretion; to award a contract based upon the written proposals received without prior discussions or negotiations.

16. Disqualification of Bidders

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- A. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- B. Evidenced of collusion among bidders.
- C. Unsatisfactory performance record as evidenced by past experience.
- D. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- E. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- F. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

17. Bid Opening

All bids will be opened and publicly read by designated County staff at 11:00 a.m., July 30th, 2024 at the Kent County Department of Public Works, 709 Morgnec Road, Chestertown, Maryland 21620. Bidders and other interested parties are invited to attend these public forums.

18. Omission of Specifications

The omission of a bidder of any of any specifications, or details of any specifications which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail, and only materials of first quality, correct type, size, and design are to be used.

Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

19. Incurred Expenses

The County will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

20. Compliance with Law

By submitting an offer in response to this RFP, the offeror, if awarded the contract, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the contract.

21. Acceptance of Terms and Conditions

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this request for Proposal become the property of the County. ***All County agreements are subject to the County's General Terms and Conditions unless otherwise specifically changed or waived hereunder or in the Contract.***

22. Term

Any contract(s) resulting from this procurement will be for the stated period; provided, however, that all contracts are subject to non-appropriations and termination for convenience clauses.

23. Failure To Deliver or Perform

In the event the offeror fails to deliver the goods or services covered by the contract and in accordance with the delivery dates stipulated in the contract, the County reserves the right to purchase on the open market those goods and services which the offeror has failed to deliver and shall deduct any additional costs incurred by the County as a result of such failure to deliver, from any money due the offeror under the contract or other contracts with the County.

24. Termination of Contract

The County reserves the right to cancel the contract entered into as a result of this bid if, in its opinion, there shall be a failure on the part of the offeror at any time to perform faithfully any of the contract requirements. Should the offeror fail to comply with contract requirements, except for circumstances beyond its control, such as, but not limited to an Act of God, war, flood, and governmental restrictions, the County reserves the right to purchase the required goods or services in the open market and charge the offeror with any excess costs, or to complete the required work or obtain the required goods at the expense of the offeror and to withhold any monies that may be due or become due and apply same to any expenses or excess costs incurred to the County.

The County may terminate this agreement at any time, for any reason, and shall be liable only for time and costs incurred as of the date of termination.

25. Changes to the Contract

The County may at any time make changes within the general scope of the contract in the design or specifications of the services to be delivered. The contract shall be modified in writing to reflect any equitable adjustment caused by any increase or decrease in the offeror's cost or time required for performance or change in scope of service. The County reserves the right to increase or decrease quantities and/or projects at their discretion.

26. Agreement/Contract

Any agreement or contract resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the County and shall contain, as a minimum, applicable provisions of the Request for Proposal. The County reserves the right to reject any agreement that does not conform to the Request for Proposal and any County requirements for agreements and contracts.

27. Contract and Related Data

No reports, information or data given to or prepared by the County under the contract shall be made available to any person by the firm without the prior written approval of the County.

28. Contract Award

It is the intent of the County to award a contract to the lowest qualified responsible and responsive bidder within thirty (30) calendar days following bid opening; however, the County requires bidders, by signing the "Standard Bid Acceptance" form to guarantee their bid for a period of ninety (90) days following the bid opening date. The County reserves the right to reject any and/or all bids.

The County also reserves the right to negotiate further the terms of the contract, including the award amount, with the selected bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the selected bidder, the County may negotiate a contract with the next selected bidder, and so on. The County reserves the right

to negotiate with the bidder whose proposal is the closest to being acceptable or to seek additional proposals after the proposal date. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a follow-up or amended proposal.

29. Contract Extension

There is no anticipated contract extension required for this project.

30. Contract Documents

The Contract Documents shall include this RFP, Schedule, Information to Bidders, Bid Forms, Specifications, Drawings, Addenda, the County General Terms and Conditions, the resulting contract, and any other documents which are clearly intended to be a part of the terms, conditions, requirements, and specifications for the subject products or services.

31. Kent County Purchasing Code

All County purchases are subject to and to be accomplished in accordance with Chapter 49 of the CPLL. Bidders should familiarize themselves with Chapter 49. A copy of Chapter 49 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at <http://www.kentcounty.com/>.

32. Termination for Convenience

Contracts shall remain in effect for the period and quantity specified unless the contract is terminated by the County. The County may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination.

33. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the County.

34. Non-discrimination

The County is an equal opportunity employer. The County complies with Title VI of the Civil Rights Act of 1964, which provides that no person shall be denied on the grounds of race, color, or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance. **Each bidder shall verify through execution of the bid form that it does not discriminate on the basis of race, color, creed, religion, gender, age, lawful sexual orientation, marital status, national origin, or on any other basis generally prohibited by any federal, State, or local law, rule, or regulation.**

35. Kent County Ethics Ordinance

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, that it has no knowledge of any conflict of interest which may exist or arise under Chapter 29 if the bidder is awarded a contract, and that it has not given any gift (as that term is defined in Chapter 29) to anyone who has or may participate in the awarding of this contract or the management or supervision thereof. Contact the County's Attorney Office at 410-810-0428 if any additional information is required. A copy of Chapter 29 may be obtained from the Clerk to the County Commissioners, 410-778-4600 and available online through the County's web site at <http://www.kentcounty.com>.

SECTION B. BID PROPOSALS AND RELATED MATTERS**1. Pre-bid Conference**

A pre-bid conference will be held on July 10th, 2024 beginning at 10:00 a.m. at the Department of Public Works, located at 709 Morgnec Road, Chestertown, MD 21620. All interested offerors are encouraged to attend. Nothing stated at the pre-bid conference may change the invitation for bids unless the Director of Purchasing makes a change by written amendment.

2. Presentation

Offerors may be required to make individual written or oral presentations to the County representatives to clarify their proposals.

3. Proposal Form

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this procurement.

4. Bid Forms

All Bids must be made on the required bid forms. All blank spaces for bid prices must be completed in ink or typewritten, and the bid form must be fully completed and executed when submitted. Unless otherwise specifically required, only one copy of the bid form is required. A conditional or qualified bid will not be accepted. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the RFP. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates, which are specifically requested by the County will be considered.

5. Bid Notice Disclaimer

The mailing of bid solicitations or incumbent notices and/or potential vendors of goods and services is a courtesy extended by the County, as well as a method for generating interest among vendors. For purposes of bidding opportunities, generally, interested vendors should rely on the public notices published in the newspapers of general circulation in Kent County, the Kent County website, and eMaryland Marketplace Advantage.

6. Bid Surety

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. Non-Performance or failure to sign the contract within ten (10) working days after the award, or later within the bid guarantee period at the discretion of the County, or withdrawal of a bid subsequent to opening but prior to award, shall result in forfeiture of the Bid Surety. Any Bid Surety and related forms and instruments required must be executed and attached to the bid submittal.

7. Waiver of Technicalities

The County reserves the right to waive formalities or technicalities in bids as the interest of the County may require in accordance with the terms of the County's Purchasing Ordinance, Chapter 49, Code of Public Local Laws of Kent County, Maryland ("CPLL").

8. Basis of Award

All responsive proposals from responsible bidders will be eligible for contract award, based on the following:

- A. Lowest price from a responsive and responsible bidder as indicated by the total price on the bid form.
- B. Compliance with specifications.
- C. Compliance with terms of bid package.
- D. Ability to perform or deliver on time.

The County may undertake such investigations or inquiries as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish County with all requested information and data for this purpose.

9. Modification or Withdrawal of Bids

- A. Pre-Opening Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received by the Clerk to the County Commissioners before the time and date set for bid opening.

- B. Disposition of Bid Bond

If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.

- C. Late Bids, Late Withdrawals, and Late Modifications

Any bid and any request for Withdrawal or Modification received after the time and date set for receipt and opening of bids is late and will be disregarded.

10. Performance and Payment Bonds

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. The successful bidder shall be required to furnish the bond(s) at the time of the execution of the contract. Where attorneys-in-fact sign bid, payment, and/or performance bonds bidders must provide with each bond a certified and effective

dated copy of their Power of Attorney. The bidder to whom the contract is awarded will be required to execute the contract and obtain the requisite bonds within ten (10) calendar days from the date when Notice to Award is delivered by the County to the bidder.

11. Substitutions

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.

12. Alternates

An alternate is a dollar amount to be added to or subtracted from the base bid price. The County may request alternate prices to compare various options that may be in their best interest. The County shall have the right to accept alternates in any order or combination, and to determine the low bidder on the basis of the base bid and alternates accepted.

13. Addenda

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 Kent County website, and eMaryland Marketplace Advantage. 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.

14. Trade and Brand Names

Unless specifically provided otherwise in an RFP, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard and shall in no way infer that other trade and brand names will not be acceptable.

15. Product Literature

Product literature shall only be required from the successful Bidder.

16. Exceptions to Bid Specifications

Any bidder taking an exception to the stated specifications or requirements must make such exceptions clear and in writing, and shall attached such exceptions to, or include them in,

the sealed bid proposal. This section is not to be construed to mean that the county is obligated to accept any such exception. **THE COUNTY IS NOT OBLIGATED TO ACCEPT ANY BID NOT IN CONFORMANCE WITH BID SPECIFICATIONS AND MAY REJECT SUCH BIDS WITHOUT COMMENT OR REVIEW. BIDDERS TAKING SUCH EXCEPTIONS DO SO AT THEIR OWN RISK.**

17. Time of Delivery

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the bid items shall start from the date of notice to proceed.

18. Default in Contracting

Should the bidder to whom the contract is awarded fail, or be unable, to execute the contract for any reason, within seven (7) calendar days after notification of award, then an amount equal to the difference between the accepted bid price and that of the next highest bidder shall be forfeited to the owner as liquidated damages.

19. Payment Terms

Payment will be made only for properly approved invoices supported by adequate information and details enabling the County to determine that the appropriate level of performance has been reached, including invoices for materials actually delivered and services actually performed. Otherwise, payment will not be made. Invoices must include the period covered and a detailed listing of the items included in the invoice, which shall be subject to the review of the County. Invoices shall be submitted monthly (for ongoing projects or orders) or within thirty (30) days of delivery or completion (for single service or delivery contracts) by paper or by electronic invoice (via fax or email). Approved payment shall be made to the contractor within forty-five (45) calendar days of receipt of an acceptable invoice. Payment will be made upon successful submission and approval of services. Invoices shall be mailed directly to the designated Contract Administrator. The County will withhold a 10% payment retainage in accordance with AIA guidelines and will require a release of liens prior to final payment.

20. Kent County Substance Abuse Policy

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.**

21. Insurance

Prior to execution of this contract, the successful bidder shall submit a "**Certificate of Insurance**" indicating it carries the specified insurances in the amount specified in this RFP. Coverages shall be maintained throughout the term of the contract. Unless otherwise specified, coverage levels shall be required as follows:

- A. Professional malpractice, negligence, and errors and omissions coverage in minimum amounts of \$2,000,000.00 per event and \$1,000,000.00 per person.
- B. General Liability - Minimum - \$2,000,000.00
- C. Workers' Compensation Insurance as required as law.
- D. Comprehensive Liability Insurance with minimum limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence. Policy shall include the broad form of Comprehensive General Liability Endorsement or its equivalent.
- E. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.
- F. The successful bidder will furnish the County any up-to-date certificates of insurance stating the requirements listed above at contract implementation.

22. Immigration Law Compliance

By submitting and signing a proposal, each bidder hereby certifies that it does not, and if awarded the contract, will not during the performance of the contract, employ illegal workers or otherwise violate any provisions of any applicable federal, State, or local law concerning the employment of illegal aliens, the certification of nationality of workers, or otherwise.

23. Federal Taxpayer Identification Certificate (W-9)

All first-time successful bidders doing business with the County must submit a completed standard "Federal Taxpayer Identification Certificate – W-9".

SECTION C. SCOPE OF WORK, SPECIFICATIONS AND RELATED MATTERS

RFP # GM 25-01 SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF EMS FACILITY AND STORAGE BUILDING IN KENT COUNTY, MD

1. GENERAL SUMMARY

It is the intent of these specifications to cover all aspects of the design and construction of an Emergency Medical Services (EMS) Facility and Storage Building in Kent County, MD.

The project shall consist of one (1) new free-standing building, for use as an Emergency Medical Services Facility, located on a vacant portion of County-owned property at 104 Vickers Drive, Chestertown, Maryland 21620, per the Conceptual Floorplan (Exhibit A) and Conceptual Site Plan (Exhibit B) included in this RFP package. The building shall be 4,480 square-feet in size and include: two (2) offices, two (2) bunk rooms, day room, kitchen, vestibule, decontamination room, male and female restroom facilities, four (4) bay vehicle garage, shop/equipment storage room, and separate storage area for other miscellaneous mechanical, electrical, and HVAC equipment. The layout and space allocation of this facility, including addition or deletion of rooms or floor area, represented on the aforementioned exhibits and as detailed within the specifications herein shall be considered the basis of bid and design for the project, it is anticipated that the need for alterations to various building elements may arise throughout the design process.

Building Construction shall be conventional Slab-On-Grade, Pre-Engineered or Pole Building Construction. Building Footprint is anticipated to be 32'-0" x 140'-0", with Eave Height of 16'-0", and Roof Slope of 6/12. Roof shall be constructed to be compatible with potential future solar panel installation on southerly side, though no solar panel procurement, construction or installation shall be included within the scope of this bid.

Services under the proposal shall also include design of the building by Professional Architects and/or Engineers, as appropriate, as well as the preparation of all required Construction Permit Plans to design standards of authorities including, but not limited to, Kent County Public Works, Town of Chestertown Planning Commission, Zoning Board of Appeals, Utilities Commission, Building Permit and Code Review, Maryland State Highway Administration, and Kent Soil and Water Conservation District (as applicable). The design shall be prepared in coordination with Kent County Public Works and Office of Emergency Services to ensure the desired result. Design shall be in accordance with all local, State and Federal codes and standards.

Any incidental or additional work required to fulfill the requirements of the specified work shall be considered a part of said specified work and no additional payment shall be made. All work shall be performed in accordance with the prevailing code for the trade or trades involved and shall be done in a first-class workmanship manner. Inferior or shoddy workmanship or materials will not be tolerated nor accepted for payment. It shall be fully understood that the Department of Public Works shall make the final decision as to the acceptance of all work and material and that in the event of an adverse decision, no claim of any sort shall be made against the county or any of its employees, agents, or assigns.

All work shall be performed in accordance with the following:

1. Town of Chestertown Building Code
2. Kent County Building Code
3. "The B.O.C.A. Basic Building Code", latest edition, with all revisions
4. National Fire Protection Association Standards, latest edition, especially NFPA 1710
5. "Life Safety Code"
6. Americans with Disabilities Act standards, latest edition
7. Occupational Safety and Health Administration (OSHA) standards, latest edition
8. Maryland Occupational Safety and Health (MOSH) standards, latest edition
9. All applicable Federal, State and local regulations

2. SUBSTITUTIONS

Whenever a material, method of construction, article or piece of equipment is identified on the plans or specifications by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the scope of work, performance or other salient requirements and that other materials, methods of construction, or products of equal capacities, quality and function shall be considered. The contractor may recommend the substitution of a material, method of construction, article, or piece of equipment of equal substance and function for those specified herein, only if that substitution offers project savings and/or benefits the project schedule. The contractor is responsible for demonstrating the substitution is better or equal to that specified. The county shall have sole discretion for any substitution approvals. The contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.

3. SCOPE OF WORK & BACKGROUND INFORMATION

A. BACKGROUND INFORMATION:

The "site" as referenced herein shall be defined as the portion of the property containing all improvements associated with this project. The property is +/- 13.38 acres in size, and located at 104 Vickers Drive, Chestertown Maryland 21620, Map 0204, Parcel 0270. The property is owned by the County Commissioners of Kent County and is situated West of Flatland Road (S.R. 514), bordered to the North and West by agricultural land use, and with agricultural, residential and commercial uses immediately South. One facility presently exists on site, consisting of a principal structure used as Kent County Detention Center, Sheriff's Office and Office of Emergency Services. The existing facility also contains vehicular parking and access improvements and radio antenna equipment associated with the existing facility. The proposed EMS Facility is intended to be a stand-alone facility within this property, and the final limits of the "site" will be the result of detailed design, with minimal improvements and/or alterations to existing facilities proposed as part of this project, unless necessitated by construction. **NO DISRUPTION OF EXISTING FACILITY OPERATIONS, USE OR FUNCTIONS WILL BE PERMITTED PRIOR TO, DURING OR AFTER CONSTRUCTION OF THIS PROJECT.**

B. GENERAL SCOPE OF WORK:

The general scope of work includes the design and construction of a 4,480 s.f. Pre-Engineered or Pole Building. The entire building shall be temperature controlled, and include two (2) offices, two (2) bunk rooms, day room, kitchen, vestibule, decontamination room, male and female restroom facilities, four (4) bay vehicle garage, shop/equipment storage room, and separate storage area for other miscellaneous mechanical, electrical, and HVAC equipment. The building shall be 140 feet long by 32 feet wide with 16 foot eave height and roof slope of 6/12. Roof shall be constructed to be compatible with potential future solar panel installation on southerly side, though no solar panel procurement, construction or installation shall be included within the scope of this bid. **All dimensions listed herein shall be considered nominal dimensions, building manufacturer's dimensions may vary slightly.** Building configuration shall be generally consistent with the attached Exhibits A and B, however it is noted that any variation must retain the interior usable space and configuration shown therein.

The design shall include site work within 10 feet of building location, all necessary electric, plumbing and HVAC systems including thermostats, duct work, electric panels, light fixtures, wiring, switches, electrical outlets, plumbing fixtures, and water and sewer connections. Adequate capacity of existing service lines within the property for Water & Sewer connections is assumed to be available to support the proposed building.

It shall be the responsibility of all bidders to visit the site and verify existing conditions.

C. Building Specifications:

The following specifications are the minimum requirements for the building and shall not be construed to be an all-encompassing set of building specifications. It shall be the bidder's responsibility to include all necessary items to provide a complete building project. All aspects of the building plans, including site work, shall be sealed by an architect or professional engineer licensed within the State of Maryland.

1. Site Work:

- a. Shall include preparation of an area 10 feet larger than the building footprint on all sides.
- b. Topsoil shall be stripped and stockpiled. Suitable fill shall be placed and compacted to support the concrete slab floor, aprons and door landings.
- c. Excavation, if required for placement of Foundation as described below, shall be included at no additional cost.

2. Foundation and Floors:

- a. Suitable fill and 6" porous fill shall be placed and compacted to support the concrete floor, OH Door aprons and exit door landings. Finish floor level shall be as indicated as coordinated with the Site Plans.
- b. All exterior and interior SOG concrete shall be minimum 3,500 psi concrete reinforced with 6x6 #10 WWM, with reinforcing bars at critical stress points and turn downs. Concrete Design mix shall be submitted for approval.
- c. The concrete floor shall have a finished floor elevation six inches minimum higher than the surrounding ground and grade shall slope away from the building
- d. Provide interior minimum 5" SOG on a 6 mil vapor barrier placed over 6" suitable porous

base material.

- e. Interior key control joints @ maximum 20 ft oc, according to submitted and approved configuration shall be installed to maintain a true level floor with appropriate slope where needed.
- f. Overhead door aprons shall extend, sloped out, 3 feet from building with reinforced turn-down and 2 feet wider than door width.
- g. Personnel door landings shall be 7 feet wide, 3 feet to side of door latch, by 5 feet from bldg.
- h. Restroom, Decontamination Room, and Vehicle Bay floors shall be sloped to floor drains.
- i. All interior concrete shall have a hard steel trowel finish and exterior concrete shall have a broom finish.
- j. Seal "Garage" (Vehicle Bay) and storage floors with 3 coats of a protective floor sealer system. Do not seal Office areas.

3. Building Construction:

- a. Submit shop drawings from Building Manufacturer, certified by a Maryland Professional Structural Engineer. All structural members shall be sized and spaced as specified by building manufacturer and sealed by the manufacturer's design professional licensed in the State of Maryland to comply with all codes and standards.
- b. Roofing and siding shall be min. 29 gauge painted metal with a minimum 40-year warranty. Interior walls and Ceiling shall have min 29 gauge liner panels.
- c. Hurricane clips shall be supplied and installed.
- d. Ridge vent shall be supplied and installed the entire length of the building.
- e. Interior liner paneling for ceilings and walls shall be min. 29 gauge prefinished metal.
- f. Building roof, 6/12 pitch, shall have a 1-foot overhang on eaves and gable, with painted or prefinished steel fascia and drip edge, and vented soffit.
- g. Building shall have 36" contrasting color wainscoting around entire perimeter. Color to be manufacturer's standard color selection.
- h. Building shall have 6" seamless gutters with min. eight (8) downspouts and precast concrete splash blocks.
- i. Overhead roll-up doors shall be industrial grade 12' wide by 14' high, insulated, with industrial grade automatic door openers. Doors shall have individual controls with interior mounted button controls.
- j. Exterior Personnel doors shall be 3'-0" x 6'-8", 18 gauge HM with commercial door closers and panic hardware per egress code.

4. Building Insulation:

- a. Exterior walls shall have min. R-23 batt insulation.
- b. The ceiling shall have min. R-49 blown-in insulation.

5. Building Interior Finishes:

- a. Office Area is defined as all areas in the areas occupied and/or used by personnel.
- b. Ceiling. Entire interior shall have min 29 ga liner painted panel.
- c. Walls. All walls not covered with OSB/drywall shall have min 29 gauge liner panel.

6. Interior "Office Area" Finishes

- a. Mechanical room shall have OSB installed where needed, drywall elsewhere.
- b. All Office Area walls shall be drywall finished, primed and painted with two finish coats of premium paint.
- c. All Office Area, hallway and restroom floors shall have an epoxy system finish with flecks color.
- d. Restroom and Decon walls shall be drywall covered with Panolam Model # 4 ft. x 8 ft. H090WTT48096CF White FRP Wall Board. (or equivalent)
- e. All Office Areas shall have suspended acoustical tile ceilings at 10 feet AFF.

7. Accessories: Kitchen shall have Insight series kitchen cabinets by Wolf Home Products, Inc., or approved equal, as shown, base and wall units with laminate countertop, with a standard double SS sink and space for a full size refrigerator, range and microwave (appliances by others) Restrooms shall be ADA handicap accessible with grab bars. Others will supply toilet paper, paper towel and soap dispensers.

8. Doors & Hardware:

- a. Exterior, Office, hall and kitchen doors shall have locking hardware suitable for master keying; Door handles shall be lever type, ADA compliant.
- b. Exit doors shall have locking hardware, closers and panic hardware as required by code.
- c. Restrooms shall be handicap accessible with all necessary grab bars.
- d. Office room doors shall have half glass panels.
- e. Door locks shall be suitable to permit a master keying schedule.

9. Electrical:

- a. All Electrical shall be in compliance with all local codes and NEC, as applicable.
- b. Provide a meter socket and coordinate service with the Delmarva Power
- c. Provide Service to and install a Square D 120/240V, bolt-in breaker electrical panel of adequate size with 20% expansion capability, mounted in the Mech Room.
- d. All Lighting shall be via LED light fixtures arranged and sufficient to meet minimum foot candle requirements for the intended use and egress and exit lighting per codes.
- e. Garage lights shall be wired for occupant motion sensor with cut off switch at office area door.
- f. Restrooms shall have separately switched exhaust fans, vented to the outside
- g. All exterior personnel doors shall have exterior motion activated light fixtures.
- h. Exterior, wide angle flood, motion activated, light fixtures shall be installed at each building corner.
- i. Install exterior LED Wallpak floodlight fixtures above each OH door interlocked to OH Door operator.

10. HVAC: Provide energy efficient HVAC to provide heating (propane fuel assumed) and/or heat pump cooling as required. If required LP tanks will be provided by LP provider.

- a. Office Area. Provide a 3 ton, 13 seer 80% afue, 80,000 BTUH Heat Pump/ LPG furnace/ air conditioner system – up flow.
- b. Storage. Provide a 3 ton, 13 seer 80% afue, 80,000 BTUH Heat Pump/ LPG furnace/ air conditioner system – up flow.
- c. Garage:

- i. Provide (6) ceiling hung LPG heaters MODINE OR EQ, HD75ASO121, w/3" power wall vent, 120V,15A, w/ wall thermostat.
- ii. Provide compressed air system

11. Plumbing:

- a. Decontamination Room - Utility basin, Mustee 18F WHT FM Durastone Laundry Sink w/Krowne 14- 546L 4 center Faucet w/Rigid Gooseneck Spout ; (or approved equivalent). Dryer and Washer connections and vents.
- b. Men's Restroom:
 - i. Water closet w/seat, Gerber model VP- 21-518 Wht. Viper 2 pc. 12 RI 1.6GFP LH Elong. toilet w/Fluidmaster 400A fill valve; Bemis 1955SSCT 000 White Elong. Cover; (or approved equivalent).
 - ii. Urinal, Gerber 27-780 Wht. with Sloan 3012636 186-1 1.0 Royal urinal flush valve; (or approved equivalent).
 - iii. Lavatory, Gerber 12-654 20x18 Monticello II Wht. 4C Wh. Lav. w/ Moen L4621 pol. Chrome Chateau 3H DM 4CC Sgl. Lever HDL low arc lav. Faucet w/ pop-up. (or approved equivalent).
- c. Women's Restroom:
 - i. Water closet w/seat, Gerber model VP- 21-518 Wht. Viper 2 pc. 12 RI 1.6GFP LH Elong. toilet w/Fluidmaster 400A fill valve; Bemis 1955SSCT 000 White Elong. Cover; (or approved equivalent).
 - ii. Lavatory, Gerber 12-654 20x18 Monticello II Wht. 4C Wh. Lav. w/ Moen L4621 pol. Chrome Chateau 3H DM 4CC Sgl. Lever HDL low arc lav. Faucet w/ pop-up (or approved equivalent).
- d. Kitchen - stainless steel double sink with faucets, Mainline MLDSE33223 20 GA SS BR Finish 33X22X8 3H SR DBL Bowl Kitchen sink; Mainline MLISBN SS Deep Locking Cup Snap In Bskt Str Assy w/SS Bskt & Brass Nut; (or approved equivalent).
- e. Drinking Fountain - Provide Elkay ELCS8WSLP wall mounted Bottle Filling (or approved equivalent)
- f. Eye Wash – Provide Speakman SE-697 Combination Emergency Eye Wash / Shower (or approved equivalent)
- g. Vehicle Bays – Provide manual vehicle washdown system at each vehicle bay (4 total)
- h. Storage Area – Provide plumbing leads (cold water, hot water, wastewater) to storage area for potential future installation of new restroom facilities

12. Emergency Backup Generator

- a. Provide a new 100 kW emergency backup generator in weather proof sound attenuated enclosure with a 72-hour base tank.
- b. Provide a new open transition automatic transfer switch
- c. Cost for this item shall be listed as an Add-Alternate 1 to the bid, no associated costs shall be included in Base Bid.

It shall be the responsibility of all bidders to visit the site and verify existing conditions. All dimensions provided herein shall be considered approximate and Field Measurement shall be made prior to preparation of submittals and product ordering. Contractor shall be responsible for protection and/or restoration of affected building elements surrounding the proposed work including, but not limited to, carpets and walls, as required.

4. RIGHT-OF-WAY STATUS

Construction easements for this project will be acquired by Kent County Department of Public Works.

5. EXPERIENCE REQUIRED

In addition to the bid price, bidders shall submit evidence of their experience and qualifications as it relates to this project, as well as that for any proposed subcontractors. References shall also be provided with current contact information. Past performance, staff qualifications and availability, and other resources will be major criteria in the review of proposals.

6. WARRANTY

The contractor shall provide a one (1)- year labor and materials warranty exclusive of natural disaster or third-party damage.

7. AWARD

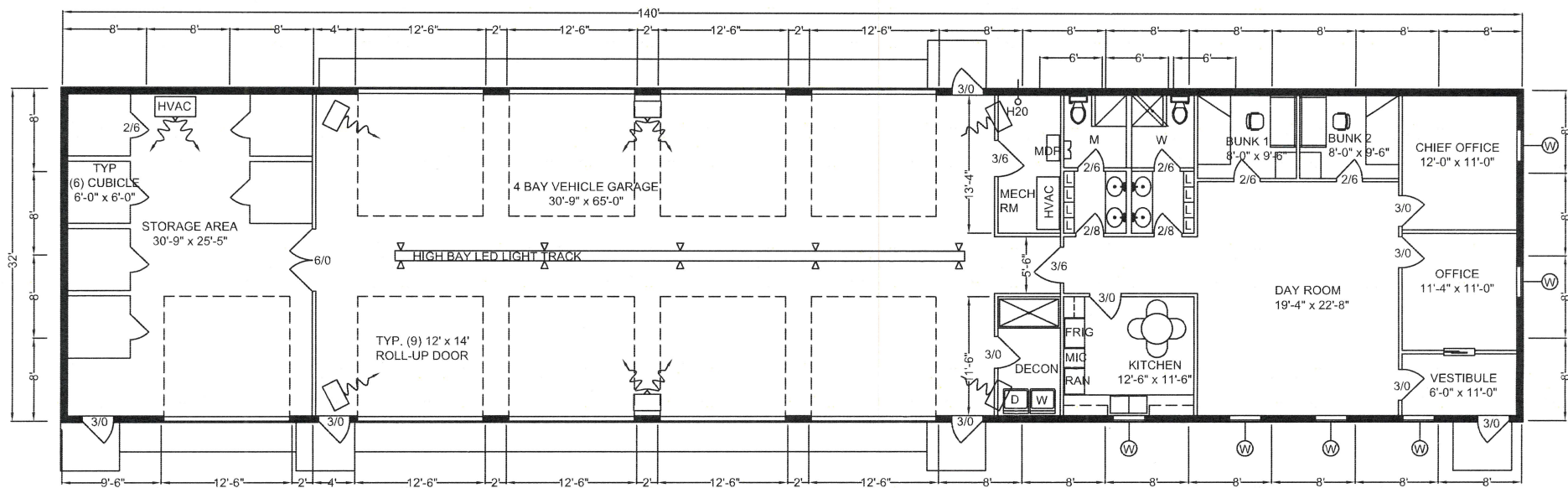
The successful bidder shall be selected based upon a review of qualifications, experience, price. The decision of the County Commissioners of Kent County shall be final. The County Commissioners of Kent County reserve the right to accept or reject any or all proposals should it be in the best interest of the County to do so.

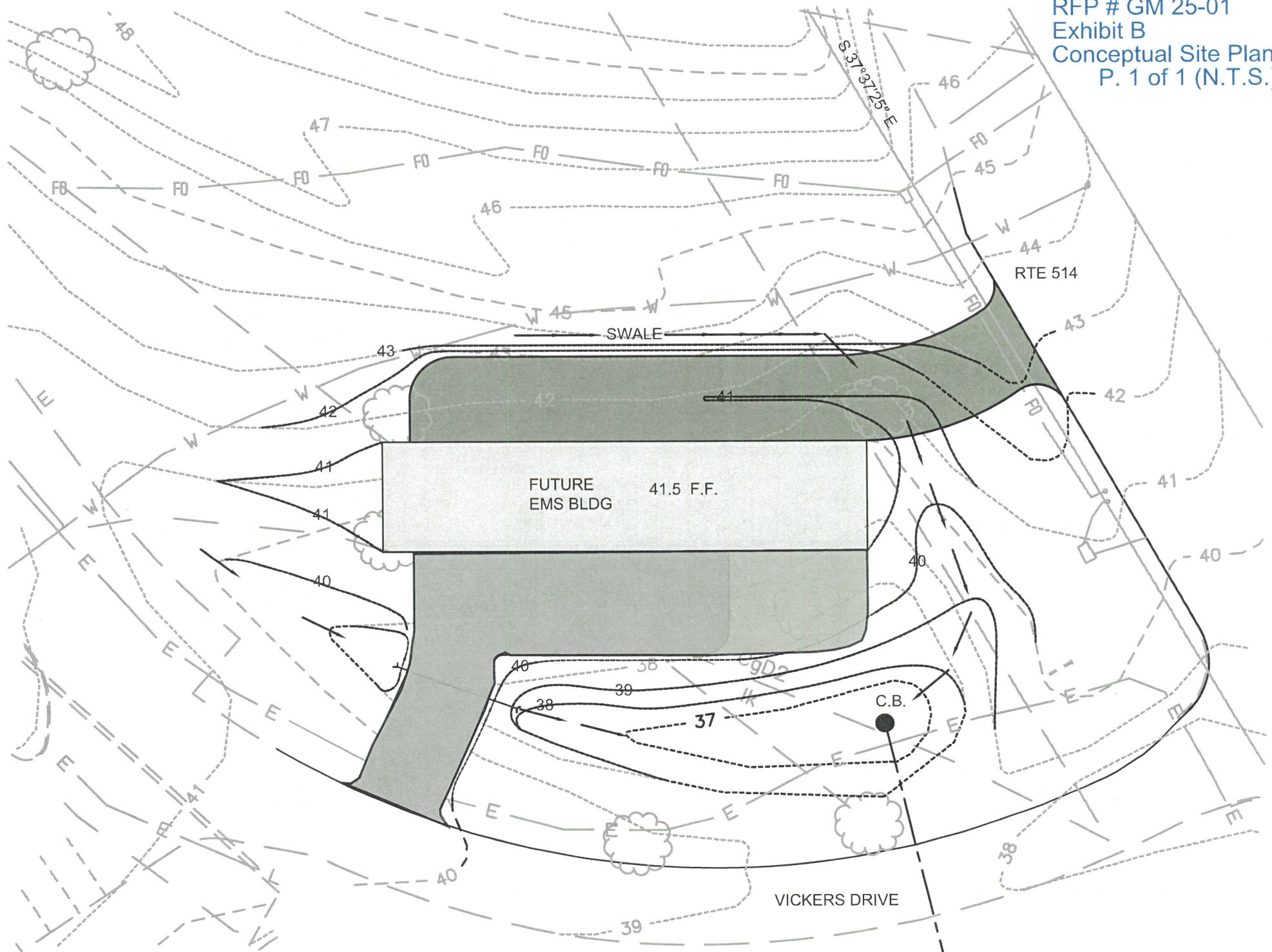
8. PREVAILING WAGE REQUIREMENTS

There are no prevailing wage rate requirements on this project.

9. PROGRESS MEETINGS

Progress meetings shall be held at critical stages of project, including pre-construction measurement and dimension verification, product sample and submittal review, material delivery, start of construction, bi-weekly during construction and project commissioning. More regularly scheduled meetings may be required if deemed necessary by the contractor or County for specific issues.

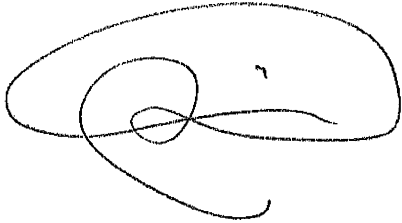




SECTION D. BID FORMS

BID NUMBER GM 25-01

1. Standard Sealed Bid Price Sheet
2. Standard Sealed Bid Form
3. Bid Bond (See attached)
4. Signature Form
5. Affidavit of Qualifications to Bid
6. Non-Collusion Certificate

by Industrial Engineering Co. Inc.
Richard S. Davis, P.E. 6484 MD.
President


REVISED STANDARD SEALED BID PRICE SHEET - BID NUMBER GM 25-01

County Commissioners of Kent County, Maryland:

We hereby submit, for your review, our proposal requested by the RFP. This proposal includes and incorporates all information and specifications, which are contained in the Contract Documents, as described in the RFP, the same as if specifically written herein. A completed, signed, and accepted copy of this Standard Sealed Bid Form shall serve as a valid and binding contract.

BASE BID PRICE: \$ \$628,800.00

SIX HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED **00/100**
Dollars and Cents
Written Base Bid Price

Acknowledgement of Addendum Receipt

Addendum No. & Date


1 07/18/24

Addendum No. & Date

2 07/26/24

Addendum No. & Date

3 08/01/24

Addendum No. & Date

4 08/02/24

To begin work as specified in the "Notice to Proceed" and to prosecute said work to complete the contract within 240 calendar days.

PLEASE CIRCLE ONE FOR EACH STATEMENT:

Drug Abuse Policy in Effect

YES

NO

Insurance Certificate Attached

YES

NO

Bid Surety Attached

YES

NO

Signature Form Executed

YES

NO

Affidavit of Qualification to Bid Executed

YES

NO

Non-Collusion Certificate Executed

YES

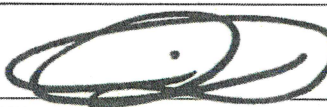
NO

STANDARD SEALED BID FORM

BID NUMBER GM 25-01

BIDDER: RICHARD DAVIS

AGENT (TYPED): _____

FIRM Name: INDUSTRIAL ENGINEERING CO., INC.ADDRESS: 2813 BROADVIEW TERRACE
ANNAPOLIS, MD 21401TELEPHONE: 410-841-5144EMAIL: rdavispe@verizon.netSubmitted by: 
(Signature of authorized agent above)THURSDAY, this 8th day of AUGUST 2024.

Accepted by:


Daniel F. Mattson, P.E., C.F.M., C.M.E., by
Authority of the County Commissioners

ATTEST:

Jessica Gomer DATE 8/21/2024

BID SURETY

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned,
Industrial Engineering Co., Inc. 2813 Broadview Terrace, Annapolis, MD 21401, as

principal, and The Ohio Casualty Insurance Company, 175 Berkeley Street, Boston, MA 02116,
as surety, are hereby held and firmly bound unto the County Commissioners of Kent County

AS OWNER in the penal sum of \$200,000 (Two hundred thousand dollars and no cents)
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the County Commissioners of Kent County a certain BID, attached hereto
and hereby made a part of hereof to enter into a contract in writing, for the
Kent County Chestertown EMS Station, Chestertown, MD

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the principal shall execute and deliver a
contract in the form of Contract attachment hereto (properly completed in accordance
with said BID) and shall furnish a BOND for his faithful performance of said contract,
and for the payment of all persons performing labor, furnishings, materials, in connection
therewith, and shall in all other respects perform the agreement created by the acceptance
of said BID, this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the Surety for any
and all claims hereunder shall, in no event, exceed the penal amount of the obligation as
herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations
of said Surety and its BOND shall be in no way impaired or affected by any extension of
the time within which the OWNER may accept such BID and said Surety does hereby
waive notice of any such extension. IN WITNESS WHEREOF, the Principal and Surety
have hereunto set their hands and seals, and such of them as are corporations have caused
their corporate seals to be hereto affixed and these presents to be signed by their proper
officers, the day and year first set forth above.


Principal

By: 08/08/2024

The Ohio Casualty Insurance Company
Surety

By: Terri Smith
Terri Smith, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must authorized to transact
business in the State of Maryland.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208874-987439

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deborah M. Conrad; Brenda Dunn; Terri Smith; Laurie A. Stouch; Lori S. Sullivan; Krystle A. Swing; Victoria A. Taylor

all of the city of Westminster state of MD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of October, 2022, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV -- OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII -- Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of July, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SIGNATURE FORM

NAME OF BIDDER: INDUSTRIAL ENGINEERING CO., INC.

SIGNATURE OF AUTHORIZED PERSON: 

PRINT AUTHORIZED PERSON: RICHARD DAVIS

TITLE OF AUTHORIZED PERSON: PRESIDENT

STREET NAME AND NUMBER: 2813 BROADVIEW TERRACE

CITY, STATE, ZIP CODE: ANNAPOLIS, MD 21401

TELEPHONE NUMBER: 410-841-5144

E-MAIL rdavispe@verizon.net

DATE: 08/08/2024

BIDDERS FEDERAL EMPLOYERS' IDENTIFICATION NO. 52-0579032

BIDDERS CONTRACTORS LICENSE AND PERMIT NUMBERS:

Contractor License # 02206622

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) PRESIDENT and the duly
authorized representative of the firm of (Name of Corporation) _____

INDUSTRIAL ENGINEERING CO., INC.

whose address is

2813 BROADVIEW TERRACE, ANNAPOLIS, MD 21401

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

Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my
knowledge, any of its officers, directors, or partners, or any of its employees directly involved in
obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision
of the State, have been convicted of, or have pleaded no contender to a charge of, or having 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
Criminal Law Article of the Annotated Code of Maryland, or under the laws of any state or the
Federal government.

2. (State "none", or as appropriate, list any conviction, plea, or admission described in paragraph 2
above, with the data: court, position with the firm, and the sentence or disposition, if any)
NONE

I acknowledge that this affidavit is to be furnished to the County Attorney for the County
Commissioners of Kent County, and where appropriate, to others. I acknowledge that, if
the representations set forth in this affidavit are not true and correct, the County
Commissioners of Kent County 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 person(s) 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
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.

Signature _____



- Date

08/08/2024

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the PRESIDENT
(Title)

and the duly authorized representative of the firm of _____

INDUSTRIAL ENGINEERING CO., INC.

whose address is 2813 BROADVIEW TERRACE

ANNAPOLIS, MD 21401

AND THAT NEITHER I, nor to the best of my knowledge, information, and belief, the above firm, nor any of its other representatives I here represent, have:

- a. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid, or offer being submitted herewith.
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder, or offer of herein or any competitor, or otherwise taken into action in restraint of free competition bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

08/08/24

Date



Signature

08/08/24

Date

RICHARD DAVIS

Print Name or Type



Department of Public Works

709 Morgne Road
Chestertown, MD 21620

(410) 778-2600

Daniel F. Mattson, P.E., C.F.M., Deputy
Director

DMattson@kentgov.org

**RFP # GM 25-01: DESIGN & CONSTRUCTION OF EMS FACILITY & STORAGE
BUILDING IN
KENT COUTY, MARYLAND
ADDENDUM No. 1
July 18, 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.

BID DUE DATE – THE BID DUE DATE **HAS BEEN REVISED.** ALL PROPOSALS MUST ARRIVE AT THE DEPARTMENT OF PUBLIC WORKS (“BID RECEIPT OFFICE”) BY **AUGUST 8TH, 2024 AT 11:00 AM.**

DEADLINE FOR WRITTEN SUBMISSION OF QUESTIONS – THE DEADLINE FOR WRITTEN SUBMISSION OF QUESTIONS **HAS BEEN REVISED.** QUESTIONS MUST BE RECEIVED BY **WEDNESDAY JULY 31, 2024 AT 12:00PM (NOON).**

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

1. REVISED STANDARD SEALED BID PRICE SHEET – BID NUMBER GM 25-01
2. “EXISTING CONDITIONS PLAN FOR THE KENT COUNTY DETENTION CENTER” PREPARED BY DMS & ASSOCIATES, LLC AND DATED APRIL 2019
3. PRE-BID MEETING SIGN-IN SHEET

PRE-BID MEETING – A PRE-BID MEETING WAS HELD AT 10:00 A.M. ON JULY 10TH, 2024 AT THE PUBLIC WORKS DEPARTMENT OFFICE AND PROJECT SITE, CONSISTENT WITH THE RFP PACKAGE. A SIGN-IN SHEET FROM THIS MEETING IS ATTACHED HEREIN.

COUNTY REPRESENTATIVES PROVIDED AN INTRODUCTION TO THE PROJECT AND OVERVIEW OF VARIOUS ELEMENTS OF THE CONTRACT REQUIREMENTS, AS STATED IN THE RFP PACKAGE, INCLUDING: BID DUE DATE, DEADLINE FOR QUESTION SUBMISSION, BONDING AND INSURANCE REQUIREMENTS, AND PROJECT SCOPE. ALL INFORMATION PROVIDED WAS CONSISTENT WITH THE INFORMATION CONTAINED IN THE RFP PACKAGE.

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 240 CALENDAR DAYS

2. SITE DESIGN INCLUDED IN THIS CONTRACT SHALL INCLUDE THE ENTIRETY OF THE SITE, TO LIMITS OF DISTURBANCE. SITE CONSTRUCTION SHALL BE LIMITED TO THE BUILDING AND AN AREA EXTENDING 10' FROM THE BUILDING IN ALL DIRECTIONS
3. ADEQUATE CAPACITY FOR WATER AND SEWER HAS BEEN CONFIRMED WITH THE TOWN OF CHESTERTOWN
4. ADD-ALTERNATE 1 (EMERGENCY BACKUP GENERATOR) HAS BEEN DELETED FROM THE RFP. A REVISED BID PRICE SHEET HAS BEEN PREPARED AND ATTACHED TO THIS ADDENDUM. **BIDS NOT SUBMITTED ON THE REVISED BID PRICE SHEET SHALL BE DEEMED INVALID AND REJECTED.**

THE FOLLOWING QUESTIONS WERE RECEIVED AND ANSWERED DURING TO THE PRE-BID MEETING AND/OR PRIOR TO THE ISSUANCE OF THIS ADDENDUM:

QUESTION No. 1 **THE RFP STATES THAT EXPERIENCE AND QUALIFICATIONS SHOULD BE OBTAINED FROM THE DB TEAM, AS WELL AS SUBCONTRACTORS?**

RESPONSE No. 1 *QUALIFICATIONS SHALL BE PROVIDED FOR DESIGN FIRMS AND GENERAL CONTRACTORS. SUBCONTRACTOR QUALIFICATIONS SHALL NOT BE REQUIRED.*

QUESTION No. 2 **THE RFP MENTIONS THAT DB TEAM WILL BE RESPONSIBLE FOR CIVIL ENGINEERING UP TO 10 FEET FROM THE BUILDING. WILL THE REMAINING CIVIL ENGINEERING SERVICE BE THE RESPONSIBILITY OF THE COUNTY, OR SHOULD THE DESIGN-BUILD TEAM INCLUDE A CIVIL ENGINEER ON THE TEAM TO COVER THESE SERVICES?**

RESPONSE No. 2 *THE CONTRACT SHALL INCLUDE CIVIL **DESIGN** SERVICES FOR THE ENTIRETY OF THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO STORMWATER MANAGEMENT AND EROSION CONTROL, HOWEVER CIVIL **CONSTRUCTION** WITHIN THE CONTRACT SHALL BE LIMITED TO AN AREA INCLUDING THE BUILDING AND SURROUNDING 10' AREA. ALL OTHER CIVIL CONSTRUCTION SHALL BE PERFORMED BY THE COUNTY AND/OR UNDER SEPARATE CONTRACT.*

QUESTION No. 3 **SHALL THE DB TEAM INCLUDE A GEOTECHNICAL ENGINEER ON OUR TEAM FOR SITE ASSESSMENTS AND BORINGS, OR WILL THIS SERVICE BE COORDINATED BY THE COUNTY?**

RESPONSE No. 3 *GEOTECHNICAL ENGINEERING WILL NOT BE PROVIDED BY THE COUNTY, AS THIS IS NOT ANTICIPATED TO BE NECESSARY FOR THE PROJECT.*

QUESTION No. 4 **DOES THE COUNTY HAVE ANY GEOTECHNICAL REPORTS THAT THEY CAN SHARE WITH US?**

RESPONSE No. 4 *NO GEOTECHNICAL REPORTS ARE CURRENTLY AVAILABLE FOR THE PROJECT SITE.*

QUESTION No. 5 **SHALL THE DB TEAM INCLUDE A SITE ENVIRONMENTAL ENGINEER ON THE TEAM, OR WILL THIS SERVICE BE COORDINATED BY THE COUNTY?**

RESPONSE No. 5 *ENVIRONMENTAL ENGINEERING WILL NOT BE PROVIDED BY THE COUNTY, AS THIS IS NOT ANTICIPATED TO BE NECESSARY FOR THE PROJECT.*

QUESTION No. 6 **DOES THE COUNTY HAVE ANY SITE ENVIRONMENTAL REPORTS THAT THEY CAN SHARE WITH US?**

RESPONSE No. 6 *NO ENVIRONMENTAL REPORTS ARE CURRENTLY AVAILABLE FOR THE PROJECT SITE.*

QUESTION No. 7 **WHAT TYPE OF TECHNOLOGY IS EXPECTED TO BE INCLUDED IN THE BUILDING?**

RESPONSE No. 7 *A BORE SHOT SHALL BE RUN (TO THE 10' LIMIT OF CIVIL CONSTRUCTION OF LINES FROM EXISTING DETENTION CENTER.) MULTI-MODE FIBER SHALL BE INSTALLED THROUGHOUT THE BUILDING, TO ALL ROOMS, EXCLUDING BATHROOMS.*

QUESTION No. 8 **WHAT IS THE COUNTY'S ESTIMATED BUDGET FOR THIS PROJECT?**

RESPONSE No. 8 *A PUBLIC BUDGET FOR THE PROJECT IS NOT AVAILABLE.*

QUESTION No. 9 **CAN WE ARRIVE TO TOUR THE SITE OUTSIDE OF THE PRE-PROPOSAL MEETING?**

RESPONSE No. 9 *THE SITE IS PUBLIC PROPERTY AND GENERALLY AVAILABLE FOR ADDITIONAL INSPECTION. THE COUNTY SHERIFF NON-EMERGENCY LINE (410-778-1241) SHALL BE CONTACTED PRIOR TO ARRIVAL FOR THEIR AWARENESS.*

QUESTION No. 10 **THE DURATION OF TIME BETWEEN THE RFP DUE DATE ON 7/22 AND THE BID DUE DATE ON 7/30 DOES NOT PROVIDE A LOT OF TIME FOR US TO MAKE CHANGES TO OUR TEAM AND PRICE. WOULD IT BE POSSIBLE FOR THE COUNTY TO MOVE THE RFP DUE DATE TO 7/12 OR 7/15 AND PROVIDE RESPONSES BY NO LATER THAN 7/17, WHILE MAINTAINING THE BID DUE DATE OF 7/30?**

RESPONSE No. 10 *PER THIS ADDENDUM, THE DEADLINE FOR QUESTIONS HAS BEEN EXTENDED, AND SHALL BE MONDAY, JULY 31, 2024 BY 12PM, NOON. THE BID OPENING DATE HAS ALSO BEEN EXTENDED AND SHALL BE THURSDAY, AUGUST 8, 2024 AT 11:00AM.*

QUESTION No. 11 **THE RFP IS DESIGN/BUILD HOWEVER LANGUAGE IN THE RFP SUGGESTS A LUMP SUM PRICE IS BEING REQUESTED. WITHOUT DESIGN OF SITE OR STRUCTURE, WE'RE UNCERTAIN HOW TO PROVIDE AN ALL-INCLUSIVE PRICING, EVEN WITH THE INFORMATION PROVIDED. WOULD THE COUNTY CONSIDER ASKING EACH BIDDER TO CARRY A DESIGNATED CONTINGENCY AMOUNT SO THAT EACH BIDDER HAS THE SAME PREDETERMINED ALLOTMENT FOR "CHANGES" ONCE THE DESIGN IS COMPLETED?**

RESPONSE No. 11 *NO CONTINGENCY SHALL BE INCLUDED IN BID PRICE.*

QUESTION No. 12 **ONE AREA OF CONCERN IS THE MENTION THAT CIVIL PLANS BE SUITABLE TO OBTAIN SHA AND CONSERVATION DISTRICT APPROVAL. WITHOUT CIVIL PLANS, THE SCOPE OF WORK DOCUMENT PROVIDED VS THE REQUIREMENT FOR THE APPROVALS MAKES IT VERY DIFFICULT TO ESTABLISH A BUDGET NUMBER SITEWORK.**

RESPONSE No. 12 *CIVIL CONSTRUCTION/SITEWORK SHALL BE LIMITED TO WORK ASSOCIATED WITH THE BUILDING, AND FOR A DISTANCE OF 10' FROM THE BUILDING IN ALL DIRECTIONS. CIVIL DESIGN SHALL INCLUDE ALL NECESSARY DESIGN FOR THE SITE, TO THE PROPOSED LIMITS OF DISTURBANCE.*

QUESTION No. 13 **CONCEPT SITE PLAN DOESN'T INDICATE FROM WHERE THE LOCATIONS ARE FOR ELECTRIC, WATER, OR SEWER TIE INS?**

RESPONSE No. 13 *CONSTRUCTION OF UTILITY TIE INS WILL BE PERFORMED BY THE COUNTY, OR UNDER SEPARATE CONTRACT AT THE DETERMINATION OF THE COUNTY. UTILITY LINES SHALL BE 'STUBBED OUT' TO A DISTANCE OF 10' FOR CONNECTION BY OTHERS.*

QUESTION No. 14 **CAN YOU CONFIRM THE TIMELINE OF 180 CALENDAR DAYS TOTAL FROM NOTICE TO PROCEED (STARTING DESIGN) TO SUBSTANTIAL COMPLETION? WE FEEL THAT IS NOT ENOUGH TIME TO DESIGN, OBTAIN APPROVALS AND THEN CONSTRUCT.**

RESPONSE No. 14 *CONTRACT DURATION HAS BEEN EXTENDED TO 240 CALENDAR DAYS. THIS DURATION SHALL COMMENCE AT THE ISSUANCE OF A NOTICE TO PROCEED.*

- QUESTION No. 15** THE RFP MENTIONS PRE-ENGINEERED BUILDING BUT IS WRITTEN USING POLE BARN BUILDING STANDARDS. IS THE INTENT TO PROVIDE A POLE BARN BUILDING? OR A PRE-ENGINEERED METAL BUILDING? IF METAL BUILDING, MOST MANUFACTURES HAVE MINIMUM GAUGES FOR WALL AND ROOF PANEL -26GA.
- RESPONSE No. 15** *THE PROJECT SCOPE OF WORK SHALL BE REVISED VIA THIS ADDENDUM TO SPECIFY A POLE BUILDING ONLY. ANY/ALL REFERENCE TO PRE-ENGINEERED METAL BUILDINGS THROUGHOUT THE ORIGINAL RFP DOCUMENT SHALL BE DISREGARDED.*
- QUESTION No. 16** MENTION OF SUPPORTING SOLAR PANELS ON THE SOUTHERN SIDE OF THE ROOF. CAN YOU PLEASE PROVIDE SOME GUIDANCE ON WHAT TYPE SYSTEM THE COUNTY MAY BE INTERESTED IN AS SOLAR PANEL WEIGHTS VARY BETWEEN 2-4PSF.
- RESPONSE No. 16** *THIS INFORMATION IS NOT AVAILABLE AT THIS TIME. THE DESIGN SHOULD BE FOR INDUSTRY STANDARD SOLAR PANEL WEIGHTS.*
- QUESTION No. 17** MUST THE INSULATION FOR THE CEILING BE "BLOWN-IN"? CAN WE PROVIDE AN EQUAL R-VALUE EQUIVALENT IN BATT?
- RESPONSE No. 17** *INSULATION SHALL NOT BE REQUIRED TO BE 'BLOWN-IN'. OTHER TYPES OF INSULATION (I.E. BATT) ARE ALLOWABLE, PROVIDED THAT ALL RELEVANT BUILDING CODES ARE MET OR EXCEEDED.*
- QUESTION No. 18** THE MENTION OF FLOOR DRAINS IN THE VEHICLE BAYS-WILL THESE REQUIRE GREASE/WATER SEPARATORS
- RESPONSE No. 18** *A GREASE TRAP OR OIL/WATER SEPARATOR, SIZED PER CODE, SHALL BE INCLUDED IN THE BID PRICE.*
- QUESTION No. 19** NO MENTION OF HOT WATER HEATER BUT ASSUME THERE WILL BE ONE. IS THERE A SIZE DESIRED? GAS OR ELECTRIC?
- RESPONSE No. 19** *ELECTRIC HOT WATER HEATER, SIZED TO SERVICE TO THE KITCHEN, BATHROOMS AND DECONTAMINATION ROOM SHALL BE PROVIDED.*
- QUESTION No. 20** IS ELECTRICAL SERVICE TO THIS BUILDING NEW OR BEING PULLED FROM EXISTING? AND IF SO FROM HOW FAR?
- RESPONSE No. 20** *WITH THE EXCEPTION OF CONNECTION TO THE BUILDING ITSELF, ELECTRIC SERVICE FOR THE BUILDING WILL BE COORDINATED BY THE COUNTY AND SHALL NOT BE INCLUDED IN BID PRICE.*
- QUESTION No. 21** THERE IS NO MENTION OF PHONE OR DATA. IS THIS TO BE INCLUDED AND IF SO CAN YOU PLEASE PROVIDE A SCOPE?
- RESPONSE No. 21** *MULTI-MODE FIBER SHALL BE INSTALLED THROUGHOUT THE BUILDING, TO ALL ROOMS, EXCLUDING BATHROOMS.*
- QUESTION No. 22** ARE WE TO INCLUDE A FRESH AIR INTAKE/EXHAUST IN THE GARAGE?
- RESPONSE No. 22** *YES*
- QUESTION No. 23** ANY CLEAN AIR FILTRATION? I.E. "AIR-VAK" OR SIMILAR?
- RESPONSE No. 23** *NO*
- QUESTION No. 24** METAL LINER CEILINGS ARE MENTIONED THROUGHOUT BUT IN THE OFFICE SUSPENDED CEILING AT 10' AFF. IS METAL LINER STILL REQUIRED IN THESE AREAS RECEIVING DROP CEILING?
- RESPONSE No. 24** *YES*

- QUESTION No. 25** EPOXY FLOORING DEPENDING ON WHAT IS DESIRED CAN BE ANYWHERE FROM \$4PSF TO \$15PSF+. CAN YOU EITHER PROVIDE MORE INFORMATION OR ALLOCATE AN ALLOWANCE FOR THIS LINE ITEM?
- RESPONSE No. 25* INDUSTRIAL GRADE EPOXY FLOORING SHALL BE REQUIRED, AND FINISHED WITH FLECKS COLOR.
- QUESTION No. 26** DOES THE DEMISING WALL BETWEEN STORAGE AREA AND GARAGE TO FULL HEIGHT TO TERMINATE TO THE UNDERSIDE OF THE METAL CEILING LINER?
- RESPONSE No. 26* YES
- QUESTION No. 27** DOES THE DEMISING WALL BETWEEN THE GARAGE AND OFFICE AREA GO FULL HEIGHT TO TERMINATE TO THE UNDERSIDE OF THE METAL CEILING LINER?
- RESPONSE No. 27* YES
- QUESTION No. 28** CAN YOU CLARIFY YOU WANT "ROLL UP DOORS" OR DO YOU WANT SECTIONAL DOORS? CAN YOU PROVIDE MORE INFORMATION? INSULATED? DO ELECTRIC OPERATORS NEED TO BE HIGH SPEED? DO YOU NEED REMOTES OR WIRELESS ACCESS?
- RESPONSE No. 28* ALL VEHICLE BAY DOORS (8 TOTAL) SHALL BE ELECTRONICALLY OPERATED ROLL UP DOORS, AND INSULATED AS REQUIRED BY CODE. INDUSTRIAL GRADE / INDUSTRY STANDARD SPEED ROLL UP SHALL BE REQUIRED, HIGH SPEED IS NOT REQUIRED. REMOTE OPERATION OF DOORS IS REQUIRED THOUGH WEB-BASED ACCESS IS NOT REQUIRED.
- QUESTION No. 29** APPEARS TO BE LOCKERS IN THE RESTROOMS? ARE THESE BY OTHERS? IF NO CAN YOU PLEASE PROVIDE AN EXAMPLE OF TYPE OR STYLE REQUESTED?
- RESPONSE No. 29* LOCKERS SHALL NOT BE INCLUDED IN THE BID PRICE. THESE ITEMS WILL BE PROCURED AND INSTALLED BY THE COUNTY OUTSIDE THE SCOPE OF THIS RFP.
- QUESTION No. 30** CLARIFY WASHER, DRYER, KITCHEN APPLIANCES ARE ALL BY OTHERS?
- RESPONSE No. 30* WASHER, DRYER, AND KITCHEN APPLIANCES SHALL NOT BE INCLUDED IN THE BID PRICE. THESE ITEMS WILL BE PROCURED AND INSTALLED BY THE COUNTY OUTSIDE THE SCOPE OF THIS RFP.
- QUESTION No. 31** THE CUBICLES SHOWN IN THE STORAGE AREA-WILL THEY BE BY OTHERS?
- RESPONSE No. 31* CUBICLES SHALL NOT BE INCLUDED IN THE BID PRICE. THESE ITEMS WILL BE PROCURED AND INSTALLED BY THE COUNTY OUTSIDE THE SCOPE OF THIS RFP.
- QUESTION No. 32** ANY PIPE BOLLARDS?
- RESPONSE No. 32* A TOTAL OF 16 PIPE BOLLARDS SHALL BE PROVIDED, ONE AT THE EACH CORNER OF EACH ROLL UP DOOR.
- QUESTION No. 33** CUBICLE- ARE THESE FIXTURES/FURNITURE THAT WILL SUPPLIED AND INSTALLED BY THE COUNTY OR ARE THEY TO BE INCLUDED? IF INCLUDED CAN YOU PROVIDE MORE INFORMATION?
- RESPONSE No. 33* NO OFFICE OR CUBICLE FIXTURES OR FURNITURE SHALL BE INCLUDED IN THE BID PRICE.
- QUESTION No. 34** SIGNAGE?
- RESPONSE No. 34* NO SIGNAGE SHALL BE INCLUDED IN THE BID PRICE.

- QUESTION No. 35** PLEASE CONFIRM THAT THE CIVIL SCOPE ONLY INCLUDES 10' BEYOND THE BUILDING FOOTPRINT.
RESPONSE No. 35 REFER TO QUESTION / RESPONSE NO. 2
- QUESTION No. 36** WILL THE COUNTY BE PROVIDING AN APPROVED SITE PLAN?
RESPONSE No. 36 NO, PREPARATION OF SITE PLAN TO STANDARDS OF APPLICABLE GOVERNING/REVIEW BODIES, SHALL BE INCLUDED IN THE BID PRICE.
- QUESTION No. 37** PLEASE CONFIRM THAT UTILITIES BEYOND 10' FROM THE BUILDING ARE BY OTHERS.
RESPONSE No. 37 CONFIRMED.
- QUESTION No. 38** PLEASE CONFIRM THAT ACOUSTIC TILE CEILINGS ARE REQUIRED IN KITCHEN, DAY ROOM, VESTIBULE, OFFICE, CHIEF OFFICE, BUNK 1, BUNK 2, MEN'S ROOM, WOMEN'S ROOM AND ADJACENT HALLWAY.
RESPONSE No. 38 CONFIRMED.
- QUESTION No. 39** BLOWN IN INSULATION IS NOT RECOMMENDED. PLEASE CONFIRM THAT INSULATION REQUIRED PER CURRENT CODE IS ACCEPTABLE.
RESPONSE No. 39 CONFIRMED.
- QUESTION No. 40** THERE IS A NOTE ABOUT EASEMENTS BEING REQUIRED BUT I DO NOT KNOW WHAT THAT MEANS. COUNTY BUILDING ON COUNTY LAND?
RESPONSE No. 40 EASEMENTS ARE NOT ANTICIPATED IN CONNECTION TO THIS PROJECT. THE SITE IS ENTIRELY LOCATED WITHIN COUNTY-OWNED PROPERTY.
- QUESTION No. 41** WHO PREPARED THE CONCEPT PLANS? DID ANOTHER ENGINEER PREPARE THE SITE PLAN INCLUDED IN THE RFP?
RESPONSE No. 41 THE COUNTY AND ITS AFFILIATES PREPARED ALL BID DOCUMENTS.
- QUESTION No. 42** WHO IS THE ELECTRIC PROVIDER? IF IT IS DELMARVA POWER, THE SERVICE REQUEST SHOULD BE PUT IN NOW. I HEARD ON FRIDAY THAT DELMARVA IS A YEAR OUT ON CERTAIN TRANSFORMER SIZES.
RESPONSE No. 42 COORDINATION BETWEEN THE COUNTY AND DELMARVA POWER HAS BEEN INITIATED.
- QUESTION No. 43** ARE WE REQUIRED TO ATTEND PROGRESS MEETINGS? IF SO, HOW MANY SHOULD WE ASSUME?
RESPONSE No. 43 PLEASE REFER TO SECTION C.9. OF THE REQUEST FOR PROPOSALS DOCUMENT (PAGE 23).
- QUESTION No. 44** DOES THE SITE HAVE A FOREST CONSERVATION PLAN THAT COVERS IT? CONSTRUCTION OF THE DETENTION CENTER WAS PRE 1991. IF NO PLAN IS IN PLACE, IS IT REQUIRED?
RESPONSE No. 44 NO FOREST CONSERVATION PLAN IS IN PLACE, NOR ANTICIPATED TO BE REQUIRED. NO COSTS ASSOCIATED WITH A FOREST CONSERVATION PLAN SHALL BE INCLUDED IN THE BID PRICE.
- QUESTION No. 45** WILL COUNTY PROVIDE BOUNDARY SURVEY IN CAD FORMAT? IF NOT DO WE NEED TO PROVIDE LICENSED BOUNDARY SURVEY?
RESPONSE No. 45 THE COUNTY WILL PROVIDE A BOUNDARY AND TOPOGRAPHIC SURVEY IN CAD FORMAT.

- QUESTION No. 46** **WOULD R-21 BATT INSULATION BE ACCEPTABLE FOR THE EXTERIOR WALL INSULATION, IN LIEU OF THE SPECIFIED R-23 BATTS? IF R-23 IS REQUIRED, WE WILL NEED TO MAKE THE WALLS THICKER, OR USE ROCKWOOL INSULATION – BOTH ARE UNNECESSARY ADDED COSTS FOR LITTLE ADDED INSULATION VALUE.**
- RESPONSE No. 46** *ALL INSULATION MUST MEET CODE REQUIREMENTS. MODIFICATIONS TO THE INSULATION SPECIFIED WITHIN THE RFP SHALL BE ALLOWABLE IF COMPLIANT WITH ALL APPLICABLE CODES*
- QUESTION No. 47** **WILL OWNER PROCESS PERMITS?**
- RESPONSE No. 47** *PERMITS WILL BE REQUIRED FROM JURISDICTIONAL BODIES ASIDE FROM THE OWNER, AS REFERENCED IN THE RFP. SCOPE OF WORK DETAILED IN THE RFP IS INTENDED TO REPRESENT BIDDER'S RESPONSIBILITY TO PREPARE ALL NECESSARY PERMIT DOCUMENTATION TO THE STANDARD OF REVIEW AGENCY. THE COUNTY SHALL BE RESPONSIBLE FOR PERMIT SUBMITTAL.*
- QUESTION No. 48** **DOES THE FACILITY REQUIRE ADDITIONAL PARKING OR WILL WE PLAN TO USE EXISTING PARKING LOT?**
- RESPONSE No. 48** *A LIMITED NUMBER OF PARKING SPACES ARE IS INTENDED ON THE SOUTHERN SIDE OF THE BUILDING, PER THE CONCEPTUAL SITE PLAN. CONSTRUCTION OF THIS AREA, UNDER THIS RFP, SHALL BE LIMITED TO WITHIN 10' OF THE BUILDING.*
- QUESTION No. 49** **DO YOU WANT A TRAFFIC SIGNAL AT VICKERS DR AND FLATLAND ROAD TO BE TIED TO EMS CALLS/DOOR OPENING?**
- RESPONSE No. 49** *No*
- QUESTION No. 50** **ARE WE TO PROVIDE ANY FFE(FIXTURES/FURNISHINGS/EQUIPMENT) IN ANY SPACES?**
- RESPONSE No. 50** *FIXTURES, FURNISHINGS AND EQUIPMENT SHALL BE LIMITED TO WHAT IS SPECIFICALLY REFERENCED WITHIN THE SCOPE OF WORK AND/OR HEREIN.*
- QUESTION No. 51** **WILL A HOLDING TANK BE REQUIRED FOR THE DECONTAMINATION ROOM?**
- RESPONSE No. 51** *No*
- QUESTION No. 52** **WILL THERE BE AREA FOR STOCKPILING, STAGING AND STORAGE AT THE SITE?**
- RESPONSE No. 52** *YES, THE ENTIRETY OF THE GRASSED AREA BETWEEN THE EXITING BUILDING, DRIVEWAY, AND FLATLAND ROAD WILL BE AVAILABLE.*
- QUESTION No. 53** **WILL GARAGE ENTRANCES HAVE A 1" OR 2" LIP AT THE DOOR?**
- RESPONSE No. 53** *YES, A 1" LIP SHALL BE CONSTRUCTED AT THE INTERFACE OF GARAGE FLOOR AND DRIVEWAY.*

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.

RICHARD DAVIS

PRINT NAME (CLEARLY)

INDUSTRIAL ENGINEERING CO., INC.

COMPANY/CONTRACTOR NAME



SIGNATURE

07/18/2024

DATE



Department of Public Works

709 Morgne Road
Chestertown, MD 21620

(410) 778-2600

Daniel F. Mattson, P.E., C.F.M, Deputy
Director

DMattson@kentgov.org

**RFP # GM 25-01: DESIGN & CONSTRUCTION OF EMS FACILITY & STORAGE
BUILDING IN
KENT COUTY, MARYLAND
ADDENDUM No. 2
July 26, 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.

BID DUE DATE – THE BID DUE DATE **REMAINS AS STATED IN ADDENDUM NO. 1.** ALL PROPOSALS MUST ARRIVE AT THE DEPARTMENT OF PUBLIC WORKS (“BID RECEIPT OFFICE”) BY **AUGUST 8TH, 2024 AT 11:00 AM.**

DEADLINE FOR WRITTEN SUBMISSION OF QUESTIONS – THE DEADLINE FOR WRITTEN SUBMISSION OF QUESTIONS **REMAINS AS STATED IN ADDENDUM NO. 1.** QUESTIONS MUST BE RECEIVED BY **WEDNESDAY JULY 31, 2024 AT 12:00PM (NOON).**

THE FOLLOWING QUESTIONS HAVE BEEN RECEIVED FROM PROSPECTIVE BIDDERS, IN ADDITION TO THOSE ADDRESSED VIA ADDENDUM NO. 1. A RESPONSE TO EACH QUESTION IS INCLUDED BELOW. BIDDERS ARE REMINDED THAT IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN ORIGINAL BID DOCUMENTS AND/OR PREVIOUS ADDENDA AND THIS ADDENDUM, INFORMATION CONTAINED HEREIN SHALL OVERRIDE PREVIOUSLY ISSUED DOCUMENTS.

QUESTION No. 1

RESPONSE No. 1

WILL THIS BUILDING REQUIRE A SPRINKLER SYSTEM?

IT HAS BEEN CONFIRMED WITH THE BUILDING CODE OFFICIAL AND FIRE MARSHAL THAT THE PROPOSED BUILDING IS A DUAL OCCUPANCY BUILDING. THE STORAGE AND VEHICLE BAY AREAS SHALL BE CLASSIFIED AS RISK CATEGORY S1, WHILE THE “OFFICE” PORTION OF THE BUILDING SHALL BE CLASSIFIED AS RISK CATEGORY R3. AREAS OF THE BUILDING CLASSIFIED AS R3 SHALL REQUIRE A CODE COMPLIANT SPRINKLER SYSTEM, WHILE THE PORTION OF THE BUILDING CLASSIFIED AS S1 SHALL BE SEPARATED VIA A MINIMUM 2-HOUR FIRE WALL. THE FIRE WALL SHALL BE LOCATED BETWEEN THE MECHANICAL ROOM AND BATHROOMS, DECONTAMINATION ROOM AND KITCHEN, AND AT THE WALLS/DOOR BETWEEN THOSE 2 AREAS.

QUESTION No. 2

RESPONSE No. 2

CAN MORE INFORMATION BE PROVIDED ON THE MANUAL WASH SYSTEM DESIRED?

INDUSTRY STANDARD INTERIOR WASH-DOWN SYSTEM WITH HOT/COLD SUPPLIES WITH FLOOR DRAINS AND ACCESSIBLE GREASE/OIL TRAP SYSTEM ALLOWING CLEAN-OUT

- QUESTION No. 3** **DOES THE PLUMBER NEED TO INCLUDE WATER FOR AN ICE MAKER OR ICE MACHINE ANYWHERE?**
RESPONSE No. 3 *YES, WATER SERVICE SHALL BE PROVIDED TO THE LOCATION OF THE REFRIGERATOR IN THE KITCHEN, AND TO THE STORAGE AREA. REFRIGERATOR AND ICE MACHINE SHALL NOT BE INCLUDED IN BID PRICE.*
- QUESTION No. 4** **NO MENTION OF EXTERIOR HOSE BIBS- ARE THEY DESIRED AND IF SO HOW MANY?**
RESPONSE No. 4 *PROJECT SHALL INCLUDE EXTERIOR HOSE BIBS ON THE FRONT AND REAR PEDESTRIAN ENTRANCES: 5 TOTAL*
- QUESTION No. 5** **BASE TRIM IN THE OFFICE FOR TRANSITION OF EPOXY FLOOR FINISHED WOOD, VINYL COVE, EPOXY COVE BASE?**
RESPONSE No. 5 *EPOXY COVE BASE FOR CONSISTENCY.*
- QUESTION No. 6** **THERE APPEARS TO BE A SLIDING WINDOW IN THE RECEPTION AREA. CAN YOU PROVIDE MORE INFORMATION ABOUT WHAT IS DESIRED?**
RESPONSE No. 6 *A SECURE PASS-THROUGH CUSTOMER SERVICE/ACCESS TYPE WINDOW AT LEAST 36" X 48" SHALL BE LOCATED WITHIN THE RECEPTION AREA.*
- QUESTION No. 7** **DOES THE MECHANICAL ROOM WALLS GO FULL HEIGHT TO TERMINATE TO THE UNDERSIDE OF THE METAL CEILING LINER? IF NOT HOW TALL AND DOES THE CEILING LID NEED TO BE RATED FOR OVERTOP STORAGE?**
RESPONSE No. 7 *FULL HEIGHT, TERMINATING AT THE UNDERSIDE OF THE METAL CEILING LINER WITH NO OVERTOP STORAGE.*
- QUESTION No. 8** **WINDOWS-CAN SIZES BE PROVIDED? ARE THEY OPERABLE? WOOD OR VINYL? DOUBLE HUNG OR SINGLE HUNG? WITH INTEGRAL GRIDS OR NOT?**
RESPONSE No. 8 *OPERABLE, VINYL, DOUBLE HUNG, CODE COMPLIANT, 36" X 48" WITH INTEGRAL GRIDS.*
- QUESTION No. 9** **DOES THE DECON ROOM WALLS GO FULL HEIGHT TO TERMINATE TO THE UNDERSIDE OF THE METAL CEILING LINER? IF NOT HOW TALL AND DOES THE CEILING LID NEED TO BE RATED FOR OVERTOP STORAGE?**
RESPONSE No. 9 *FULL HEIGHT, TERMINATING AT THE UNDERSIDE OF THE METAL CEILING LINER WITH NO OVERTOP STORAGE.*
- QUESTION No. 10** **DO YOU WANT WIRELESS OR IT DROPS PLACED IN OFFICES/BUNK/DAYROOM?**
RESPONSE No. 10 *IT DROPS IN THE OFFICES, BUNKROOMS AND DAYROOM WITH WiFi LOCATED THROUGHOUT THE BUILDING.*
- QUESTION No. 11** **DO YOU WANT WINDOWS IN YOUR OVERHEAD DOORS?**
RESPONSE No. 11 *YES, OVERHEAD DOORS SHALL INCLUDE PANEL WINDOWS ACROSS THE TOP.*

QUESTION No. 12 ARE THERE ANY COMMUNICATIONS SYSTEMS FOR DISPATCH THAT NEED TO BE INCLUDED?

RESPONSE No. 12 NOT AS A PART OF THIS BID.

QUESTION No. 13 ARE WE GOING TO BE INVOLVED IN CONSTRUCTION PHASE FOR THE SHOP DRAWING REVIEW, RFIS, PUNCH LIST INSPECTIONS, ETC.?

RESPONSE No. 13 CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND RFI'S FOR APPROVAL, HOWEVER CONSTRUCTION MANAGEMENT SERVICES SHALL NOT BE INCLUDED IN THE BID PRICE.

QUESTION No. 14 WILL THE SANITARY SEWER LATERAL BE BROUGHT UP TO 10'-0" OF THE PROPOSED BUILDING FOOTPRINT, AND BE CAPPED BY OTHERS?

RESPONSE No. 14 YES.

QUESTION No. 15 WHAT IS THE SIZE AND TYPE OF PIPE MATERIAL THAT WILL BE USED FOR THE SEWER LATERAL?

RESPONSE No. 15 THIS IS TO BE DETERMINED BASED ON BUILDING DESIGN AND CODE REQUIREMENTS.

QUESTION No. 16 WILL THE DOMESTIC WATER SERVICE LINE BE BROUGHT UP TO 10'-0" OF THE PROPOSED BUILDING FOOTPRINT, AND BE CAPPED BY OTHERS?

RESPONSE No. 16 YES.

QUESTION No. 17 WHAT IS THE SIZE AND TYPE OF PIPE THAT WILL BE USED FOR THE DOMESTIC WATER SERVICE?

RESPONSE No. 17 THIS IS TO BE DETERMINED BASED ON BUILDING DESIGN AND CODE REQUIREMENTS.

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.

RICHARD DAVIS

PRINT NAME (CLEARLY)



SIGNATURE

INDUSTRIAL ENGINEERING CO., INC.

COMPANY/CONTRACTOR NAME

07/26/24

DATE



Department of Public Works

709 Morgnac Road
Chestertown, MD 21620
(410) 778-2600

Daniel F. Mattson, P.E., C.F.M., Deputy
Director

DMattson@kentgov.org

**RFP # GM 25-01: DESIGN & CONSTRUCTION OF EMS FACILITY & STORAGE
BUILDING IN
KENT COUTY, MARYLAND
ADDENDUM No. 3
August 1, 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.

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BID DUE DATE –THE BID DUE DATE **REMAINS AS STATED IN ADDENDUM No. 1.** ALL PROPOSALS MUST ARRIVE AT THE DEPARTMENT OF PUBLIC WORKS (“BID RECEIPT OFFICE”) BY **AUGUST 8TH, 2024 AT 11:00 AM.**

DEADLINE FOR WRITTEN SUBMISSION OF QUESTIONS – THE DEADLINE FOR WRITTEN SUBMISSION OF QUESTIONS **REMIANS AS STATED IN ADDENDUM NO. 1.** QUESTIONS MUST HAVE BEEN RECEIVED BY **WEDNESDAY JULY 31, 2024 AT 12:00PM (NOON).**

THE FOLLOWING QUESTIONS HAVE BEEN RECEIVED FROM PROSPECTIVE BIDDERS, IN ADDITION TO THOSE ADDRESSED VIA ADDENDA NOS. 1 & 2. A RESPONSE TO EACH QUESTION IS INCLUDED BELOW. BIDDERS ARE REMINDED THAT IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN ORIGINAL BID DOCUMENTS AND/OR PREVIOUS ADDENDA AND THIS ADDENDUM, INFORMATION CONTAINED HEREIN SHALL OVERRIDE PREVIOUSLY ISSUED DOCUMENTS.

QUESTION No. 1 **PLEASE PROVIDE ADDITIONAL INFORMATION ON THE REQUIREMENT OF SPRINKLER SYSTEM.**

RESPONSE No. 1 *WITH RESPECT TO THE OCCUPANCIES INVOLVED NFPA 101, 2018 EDITION REQUIRES THE PROPOSED BUILDING TO BE SPRINKLER PROTECTED. MIXED OCCUPANCIES SHALL COMPLY WITH THE MOST RESTRICTIVE REQUIREMENTS OF THE OCCUPANCIES INVOLVED, UNLESS SEPARATE SAFEGUARDS ARE APPROVED - 6.1.14.3.2 OF NFPA 101, 2018ED.*

THE OFFICE AREA OF THE BUILDING IS REQUIRED TO BE SEPARATED FROM THE ADJACENT GARAGE SPACE WITH A MINIMUM 1-HOUR FIRE RESISTANCE RATED BARRIER; OR PROTECTED IN ACCORDANCE WITH SECTION 8.7 OF NFPA 101, 2018 ED; IN ADDITION TO THE BUILDING BEING SPRINKLER PROTECTED THROUGHOUT. (38.3.2.1 - NFPA 101, 2018 ED). HOWEVER, IF A 2-HOUR FIRE WALL IS PROVIDED SEPARATING THE OFFICE AREA OF THE BUILDING FROM THE GARAGE/STORAGE; BOTH SIDES CAN BE CONSIDERED INDEPENDENT OF ONE ANOTHER AND THE SPRINKLER REQUIREMENT WOULD ONLY APPLY TO THE OFFICE AREA.

QUESTION No. 2 **COMPRESSED AIR SYSTEM- ARE WE TO INCLUDE DROPS; IF SO HOW MANY. CAN MORE INFORMATION BE GIVEN HERE?**

RESPONSE No. 2 *COMPRESSED AIR SYSTEM(S) SHALL BE DESIGNED AND / OR LOCATED TO PROVIDE COMPRESSED AIR TO VEHICLE TIRES (FRONT AND REAR) AT ALL OF THE FOUR VEHICLE BAYS. MINIMUM 2 DROPS SHALL BE REQUIRED, WITH SUFFICIENT ACCESSIBILITY AND LENGTH TO REACH ALL VEHICLE TIRE LOCATIONS.*

QUESTION No. 3 **THERE APPEARS TO BE SHOWERS IN THE MENS/WOMENS AND DECON ROOMS. CAN YOU PROVIDE MORE INFORMATION ABOUT WHAT IS DESIRED? PREFAB FIBERGLASS OR TILE, SHOWER DOORS OR CURTAINS ETC?**

RESPONSE No. 3 *SHOWERS SHALL BE CERAMIC TILE, WITH DOORS. ALL FACILITIES SHALL BE ADA COMPLIANT.*

QUESTION No. 4 **MENTION MANUAL WASH SYSTEMS GOING IN THE GARAGE BAYS HOWEVER THE ADJACENT MECHANICAL ROOM FINISHES IS OSB/DRYWALL. NEITHER ARE DESIGNED TO HOLD UP IN WET CONDITIONS.**

RESPONSE No. 4 *WALLS WITHIN THE GARAGE AREA SHALL BE WATERPROOF MATERIAL, SUCH AS FIBERGLASS REINFORCED POLYMER (FRP), OR PVC SHEETING, FOR THE FIRST 8' OF HEIGHT FROM FINISHED FLOOR ELEVATION.*

QUESTION No. 5 **DECON ROOM IS MENTIONED TO RECEIVE FRP AND DRYWALL. THIS ROOM WOULD ALSO BE EXPOSED ON THE GARAGE SIDE TO WET CONDITIONS**

RESPONSE No. 5 *WALLS WITHIN THE DECON ROOM SHALL BE WATERPROOF MATERIAL, SUCH AS FIBERGLASS REINFORCED POLYMER (FRP), OR PVC SHEETING, FOR THE FIRST 8' OF HEIGHT FROM FINISHED FLOOR ELEVATION.*

QUESTION No. 6 **DO WINDOW RETURNS RECEIVE WOOD SILLS, SOLID SURFACE SILLS OR DRYWALL? FRAMED WITH WOOD MOLDING OR DRYWALL RETURNS?**

RESPONSE No. 6 *WOOD OR SOLID SURFACE SILLS FRAMED WITH WOOD MOLDING*

QUESTION No. 7 **INTERIOR DOORS-ARE THEY SOLID CORE WOOD DOORS, OAK, BIRCH, PAINTED OR STAINED? OR ARE THEY PAINTED 6-PANEL MASONITE? OR PAINTED FLUSH HOLLOW METAL? HOW ABOUT THE INTERIOR DOOR FRAMES? WOOD OR METAL?**

RESPONSE No. 7 *EXTERIOR DOORS- PRE HUNG, METAL WITH 9 PANE GLASS AND METAL FRAME
INTERIOR DOORS- SOLID CORE WOOD PAINTED WITH WOOD DOOR FRAMES*

QUESTION No. 8 **PLEASE CONFIRM THAT CEILING LINER PANEL IS NOT REQUIRED ABOVE ACOUSTIC TILE CEILINGS.**

RESPONSE No. 8 *CEILING LINER PANEL SHALL NOT BE REQUIRED ABOVE ACOUSTIC TILE CEILINGS*

QUESTION No. 9 **PLEASE CONFIRM THAT THE CONCRETE FLOOR SLAB IS TO BE TURNED-DOWN ALONG THE OUTSIDE PERIMETER.**

RESPONSE No. 9 *CONCRETE FLOOR SLAB SHALL BE TURNED-DOWN ALONG THE OUTSIDE PERIMETER.*

QUESTION No. 10 **WILL A COMMISSIONING REPORT BE REQUIRED?**

RESPONSE No. 10 *COMMISSIONING REPORT SHALL NOT BE REQUIRED.*

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.

RICHARD DAVIS

PRINT NAME (CLEARLY)



SIGNATURE

INDUSTRIAL ENGINEERING CO., INC.

COMPANY/CONTRACTOR NAME

08/01/24

DATE



Department of Public Works

709 Morgnec Road
Chestertown, MD 21620
(410) 778-2600

Daniel F. Mattson, P.E., C.F.M, Deputy
Director
DMattson@kentgov.org

**RFP # GM 25-01: DESIGN & CONSTRUCTION OF EMS FACILITY & STORAGE
BUILDING IN
KENT COUTY, MARYLAND
ADDENDUM No. 4
August 2, 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.

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THE FOLLOWING QUESTIONS WERE RECEIVED FROM PROSPECTIVE BIDDERS, PRIOR TO THE ABOVE REFERENCED DEADLINE FOR WRITTEN SUBMISSION OF QUESTIONS, IN ADDITION TO THOSE ADDRESSED VIA ADDENDA NOS. 1, 2 & 3. A RESPONSE TO EACH QUESTION IS INCLUDED BELOW. BIDDERS ARE REMINDED THAT IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN ORIGINAL BID DOCUMENTS AND/OR PREVIOUS ADDENDA AND THIS ADDENDUM, INFORMATION CONTAINED HEREIN SHALL OVERRIDE PREVIOUSLY ISSUED DOCUMENTS.

QUESTION No. 1 **FIBER SPECIFICATIONS: IS THE REQUIREMENT FOR A 12-STRAND MULTI-MODE FIBER, OR IS A DIFFERENT STRAND COUNT SPECIFIED?**
RESPONSE No. 1 **PLEASE SEE RESPONSE No. 2**

QUESTION No. 2 **PLEASE CONFIRM THE NUMBER OF DROPS PER ROOM REQUIRED.**
RESPONSE No. 2 STORAGE AREA SHALL INCLUDE THREE DUPE DROPS (CAT6/MULTIMODE FIBER) OUTER (LEFT) WALL, TWO DUPE DROPS ON THE COMMON WALL BETWEEN THE STORAGE AREA AND THE GARAGE, ONE ON EACH SIDE OF THE DOOR (THIS FIBER DOES NOT NEED TERMINATING AND CAN REMAIN SPOOLED IN THE WALL), AND ONE CAT 6 DROP FOR A CEILING-MOUNTED AP CENTRALLY LOCATED.
GARAGE AREA SHALL INCLUDE TWO DUPE DROPS ON THE COMMON WALL BETWEEN THE GARAGE AND THE STORAGE AREA ON EACH SIDE OF THE DOOR, AND ONE CAT 6 DROP FOR A CEILING-MOUNTED AP CENTRALLY LOCATED (THIS FIBER DOES NOT NEED TERMINATING AND CAN REMAIN SPOOLED IN THE WALL).

OFFICE AREA SHALL INCLUDE TWO DUPE DROPS IN EACH OFFICE, ONE DUPE DROP IN EACH BUNK ROOM, ONE DUPE DROP IN THE DAY ROOM, WALL MOUNTED CAT6 IN THE KITCHEN, WALL MOUNTED CAT6 IN THE VESTIBULE, AND ONE CAT6 DROP FOR A CEILING-MOUNTED AP CENTRALLY LOCATED (THIS FIBER DOES NOT NEED TERMINATING AND CAN REMAIN SPOOLED IN WALL).

QUESTION No. 3 IS THE FIBER TO BE PULLED FROM THE MAIN DISTRIBUTION FRAME AREA LOCATED IN THE MECHANICAL ROOM, OR ARE THERE ADDITIONAL OR ALTERNATIVE POINTS OF ORIGIN FOR THE FIBER RUNS?

RESPONSE No. 3 FIBER IS TO BE PULLED FROM THE MAIN DISTRIBUTION FRAME AREA LOCATED IN THE MECHANICAL ROOM.

QUESTION No. 4 IS THE FIBER TO BE COILED UP AND LEFT FOR THE TOWN'S IT DEPARTMENT TO TERMINATE, OR IS THE CONTRACTOR RESPONSIBLE FOR TERMINATION? IF THE CONTRACTOR IS RESPONSIBLE FOR TERMINATION, PLEASE CONFIRM HOW MANY CONNECTORS, FAN-OUT KITS, AND SPLICE CASSETTES ARE REQUIRED AND AT WHICH SPECIFIC LOCATIONS WITHIN THE BUILDING SHOULD THEY BE INSTALLED?

RESPONSE No. 4 FIBER SHALL BE LEFT UNTERMINATED IN THE ALLOCATED AREA OF THE MECHANICAL ROOM. FIBER AND CAT6 MUST BE CLEARLY LABELED NUMERICALLY AT BOTH ENDS FOR ALL RUNS.

QUESTION No. 5 ARE ANY ADDITIONAL IT CONDUITS REQUIRED, FOR FUTURE USE?

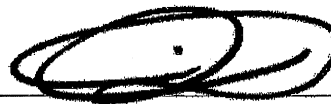
RESPONSE No. 5 CONTRACTOR SHALL INSTALL ONE FOUR-INCH (4") CONDUIT, WITH PULL STRING OR MULE TAPE, FROM THE MECHANICAL ROOM TO THE FAR SIDE OF THE GARAGE AREA. ADDITIONALLY, CONTRACTOR SHALL INSTALL ONE FOUR-INCH (4") CONDUIT, WITH PULL STRING OR MULE TAPE, FROM THE MECHANICAL ROOM TO THE FAR SIDE OF THE STORAGE AREA.

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.

RICHARD DAVIS

PRINT NAME (CLEARLY)



SIGNATURE

INDUSTRIAL ENGINEERING CO., INC.

COMPANY/CONTRACTOR NAME

08/02/24

DATE

5. CHANGES

The County Administrator may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the County Administrator, or the designated Contract Administrator, within thirty (30) days from the date that the change was ordered, or the claim will be waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause (Section 8) of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The Contract Administrator, subject to paragraph B below, is the Department Representative designated by the County Administrator. The Contract Administrator is authorized to:

- 1) Serve as liaison between the County and Contractor;
- 2) Give direction to the Contractor to ensure satisfactory and complete performance;
- 3) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality of service;
- 4) Serve as records custodian for this contract;
- 5) Accept or reject the Contractor's performance or service;
- 6) Furnish timely written notice of the Contractor's performance failures, if applicable, to the County Administrator;
- 7) Prepare required documents and reports;
- 8) Approve or reject invoices for payment;
- 9) Recommend contract modifications or terminations to the County Administrator; and
- 10) Issue Notice to Proceed.

B. The Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate, or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the County Administrator, the head

of the County department, office, or agency ("Department Head") of the Contract Administrator is the designee of the County Administrator, for the purpose of dispute resolution. If the Contract Administrator is the Department Head, then the dispute shall be managed by the County Administrator. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the Contract Administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of the Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained within the contract, including any terms, conditions, documents or exhibits thereto, and in these General Terms and Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public Local Laws of Kent County.

13. GUARANTEE

- A. Contractor guarantees for one (1) year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction;
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request;

- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services;
- D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, state, County and local laws, ordinances, and regulations in providing the goods and performing the services listed;
- E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the contract documents; and
- F. All goods shall be merchantable and fit for the particular purpose, ordered or purchased, and as the Contractor so represents and warrants.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit, or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. PROVISIONS

Notwithstanding any provisions to the contrary within any contract terms or conditions supplied by the Contractor, the County's General Terms and Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities determined among the contract documents, such matters shall be resolved in favor of the following priorities:

- A. Any term or condition specifically provided for within a signed agreement or exhibit to a contract, other than terms and conditions provided by the Contractor;
- B. Terms and Conditions specified by the County in any Request for Proposal, Request For Qualifications, Invitation For Bid, or any other solicitation document, specifying with particularity the County's General Terms and Conditions; and
- C. These General Terms and Conditions.

The lack of a specific provision in any of the documents referred to in items 16.A. and 16.B. above shall not operate to create an ambiguity with these General Terms and Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contractor hereunder.

18. INDEPENDENT CONTRACTOR

If the Contractor is an independent contractor, the Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Terms and Conditions nor the contract are intended to create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

The Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to cost, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain, at its own cost and expense, and must keep in force and effect during the term of this contract (including all extensions) the insurance specified in the contract. This must include any applicable table or attachment with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the County Administrator may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status,

disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, Federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work or provide goods, services, or construction prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, operator equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

- A. Defaulting in performance or is not complying with any provision of this contract;
- B. Failing to make satisfactory progress in the prosecution of the contract; or
- C. Endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs incurred by the County to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor,

when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, including costs or items acquired by such costs that cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free of any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required Notice to Proceed.



Carrie Klein, Deputy Director, Public Works
8/27/2024
County Commissioners Meeting

Item Summary:

Bayside Landing Park Update

ATTACHMENTS:

Description

Cover Sheet

Bayside Landing Park – Storm Damage & Improvement Project





Carrie Klein, Deputy Director, Public Works
8/27/2024
County Commissioners Meeting

Item Summary:

Worton Park Multi Purpose Sand Courts Memorandum of Understanding

ATTACHMENTS:

Description

Cover Sheet

08.27.24 MOU, By and Between Kent County and Beach Tennis Maryland, LLC, Multi-Purpose Sand Court Project at Worton Park

Worton Park Multi-Purpose Sand Courts MOU



MEMORANDUM OF UNDERSTANDING

by and between

KENT COUNTY, MARYLAND

and

BEACH TENNIS MARYLAND, LLC

[Multi-Purpose Sand Court Project at Worton Park]

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) dated August 27, 2024 is by and between the County Commissioners of Kent County, Maryland, a political subdivision of the State of Maryland (the “County”) and Beach Tennis Maryland, LLC, a Maryland limited liability company (the “Grantor”).

RECITALS

WHEREAS, Grantor was formed in January 2021 with a purpose of cultivating the sport known as beach tennis (and known to be “positively addictive”) in Maryland and the mid-Atlantic region of the United States as part of a broader mission promoting wellness through a lifestyle that enhances mind, body and spirit; and

WHEREAS, with these core values in mind, Grantor has partnered with the Donovan Family Foundation, Inc., a Maryland non-stock, not for profit corporation (the “Foundation” or “DFF”), whose Foundation Mission is to empower and uplift individuals across all walks of life through education, holistic practices and community engagement, and to cooperate in projects that provide places and opportunities for people of all ages, ability and backgrounds to get grounded playing beach tennis; and

WHEREAS, Grantor has engaged Bayside Excavation & Hauling, LLC (3209 Mcginnes Road, Millington, MD) (the “Contractor”), a local company with experience designing and constructing multi-purpose sand courts at locations in Kent County (Washington College campus at north end of Kirby Stadium and a private residence in Galena), to design and construct a multi-purpose sand court facility at Worton Park large enough for four (4) courts with a length of sixty (60) feet and a width of thirty (30) feet each with a set of multi-use net posts for each court (the “Project”); and

WHEREAS, the proposed location of the Project is the current site of two (2) existing sand courts at Worton Park with adjacent parking, light posts and light fixtures, and will entail complete replacement of the existing courts and net posts; and

WHEREAS, the Project is estimated to cost \$79,400, as described in the Proposal/Contract between Grantor and Contractor, a copy of which is attached hereto and incorporated as Exhibit A, and requires the consent and authorization of the County to be constructed at Worton Park; and

WHEREAS, funding for the Project is made possible by a grant from the Foundation to Beach Tennis Maryland, LLC in the amount of \$80,000, which will be used to fulfill the Contractor agreement and complete the Project; and

WHEREAS, the Foundation and Grantor hope that the funding and Project being contributed to Kent County will be leveraged by the County to raise awareness and resources to enhance the Project at Worton Park and its utilization, and that the County will consider in-kind contributions of expertise, equipment, materials and manpower, to the extent practicable and available, to enhance the Project. However, the County is under no obligation to make such contributions. Any savings realized by the contributions of the County, in-kind or otherwise, will be used by Grantor and Contractor to do the same – enhance the Project.

NOW THEREFORE, the parties hereto agree as follows:

SECTION I. SCOPE OF RELATIONSHIP

A. This MOU has been formed by a collaboration in which the Grantor secured funding from the Foundation and engaged the Contractor to design and scope the Project, as described in Exhibit A. The Project will meet all applicable regulations and specifications for workmanship and safety. The Grantor will provide all funding for the Project.

B. Specifically, the Grantor and Contractor agree to:

1. Work closely with the County, its designated departments and representatives to coordinate the Project design, location and construction.

2. Provide the County with a Certificate of Insurance providing proof of adequate insurance coverage to complete the Project and fulfill the promises and obligations provided herein in an amount acceptable to the County. The County shall be named as an additional insured.

3. Provide the County with a Certificate of workman's compensation insurance covering all employees who will be working on the Project in the amounts that are statutorily required.

4. Note the support and cooperation of the County in any announcement or media releases regarding the Project provided for under this MOU.

C. Grantor shall at all times be an independent contractor. The Grantor is not an employee or agent of the County and shall not be entitled to any benefits as an employee. The Grantor is responsible for all income related taxes and reporting.

D. The Contractor shall at all times be an independent contractor. The Contractor is not an employee or agent of the County or Grantor and shall not be entitled to any benefits as an employee. The Contractor is responsible for all income related taxes and reporting.

E. The County approves and accepts the Project and grants permission to the Contractor and Grantor to perform the work at Worton Park and agrees to the cooperation of the Department of Public Works, Department of Parks and Recreation and other County agencies as necessary and beneficial to complete the Project.

SECTION II. FUNDING AMOUNT, TERM AND CONDITIONS

A. Funding. The Project is funded by a grant from the Foundation in the amount of Eighty Thousand Dollars (\$80,000) to Beach Tennis Maryland, LLC (Grantor herein). In the event the cost of the Project exceeds the grant amount, any excess costs shall be the responsibility of the Grantor and not the County.

B. Term. This MOU extends for two (2) months, from August 1 through September 30, 2024, or upon completion of the Project. One or both parties may terminate this MOU with at least fourteen (14) days written notice to the other party. Termination may be without cause.

C. Ownership of Project. The County owns Worton Park. Upon completion, the Project will be an added recreational asset at Worton Park and will be owned entirely by the County. Upon completion and acceptance by the County, the Project will be the responsibility of the County in terms of upkeep, management, operation and maintenance.

D. Leveraging Private Foundation Grant. It is the intention of the Foundation and Grantor herein that the funding and Project being contributed to Kent County will be leveraged by the County to raise awareness and resources to enhance the Project and amenities at Worton Park and its utilization, and that the County, although under no obligation to do so, will consider in-kind contributions of expertise, equipment, materials and manpower, to the extent practicable and available, to enhance the Project. The parties agree that any savings realized by the contributions of the County, in-kind or otherwise, will be used by Grantor and Contractor to do the same – enhance the Project. Notwithstanding the above, any decisions regarding the use and management of the Project shall be in the sole discretion of the County.

SECTION III. INDEMNIFICATION

The Grantor agrees to indemnify and save the County harmless from any and all liabilities for:

- A. The work performed by the Contractor; and
- B. Damages or loss, whether direct or consequential, to any persons and/or property resulting from any act or omission of the Grantor's or Contractor's employees, agents, officers, subcontractors or volunteers, in connection with, or arising from, the Project and this MOU.

For purposes of this Indemnification, the Grantor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Grantor must indemnify and save the County harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Grantor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of

any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Grantor. For the purposes of this paragraph, County includes its elected officials, employees, agents, boards, and agencies. Any incidental and consequential damages shall be limited to the amount of insurance required by the contract and MOU hereunder.

SECTION IV. MISCELLANEOUS

A. Governing Law. This MOU shall be governed, construed and interpreted by, through and under the Laws of the State of Maryland.

B. Non-Waiver. No indulgence, waiver, election or non-election by the County under this MOU shall affect Grantor's and Contractor's duties and responsibilities hereunder.

C. Assignment. This MOU is unique and not assignable by either party.

SPACE INTENTIONALLY BLANK

SIGNATURES ON NEXT PAGE

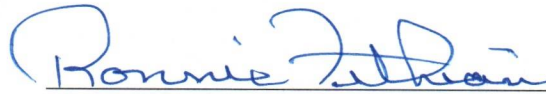
IN WITNESS THEREOF the above parties affix hereto their signatures on the day and year first above written. Any amendment made to this MOU requires the authorized signatures of both County and Grantor representatives.

Attest/Witness

County Commissioners of Kent County, Maryland



Sandra M. Blackiston
Print Name



Name: Ronald N. Fithian
Title: President
Date: 08/27/24

Beach Tennis Maryland, LLC



Deborah L. Abbott
Print Name



Name: Charles D. MacLeod
Title: Authorized Agent
Grantor FEIN: 86-3284690
Date: 8-22-24

EXHIBIT A

[Contractor Proposal/Contract for Project]

Bayside Excavation & Hauling LLC

3209 Meghinnes Rd
Millington, MD 21651
Cell: 410-725-1318
Bayside2496@gmail.com

Proposal/Contract

Submitted to:
Beach Tennis MD, LLC
10932 Worton Rd

Date: 7-15-2024

Worton MD 21678

We hereby submit specifications and estimates for work specified below:
Beach Tennis Courts: Prep four 30' x 60' courts, two of which will be replacing the old courts. Cut out 15" soil, build up lower sides with top soil as needed. Grade and haul extra soil away. Install 4" of #57 stone and grade, install cloth on #57 stone. Install 2" of #8 stone, install cloth on top, install 9" mason sand and grade. Install poles to hold net with eye bolts at height for beach tennis and volleyball nets. Seed and straw mulch around edges.

Notes: Some damage may occur to the sidewalk due to truck traffic.

Estimate: \$79,400.00

PROJECT LOCATION: WORTON PARK, KENT COUNTY
@ lighted sand courts

Payment to be made as follows: 50% Deposit, and balance due when job is complete. If paying with debit/credit card a 5% service charge will be added.

Estimate is good for 30 days.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Workers are fully covered by Workers Compensation insurance.

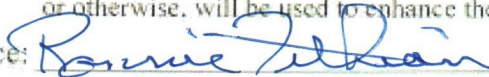
Authorized Signature:



Acceptance of proposal:

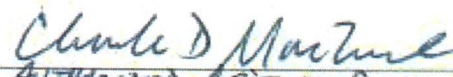
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to execute the work as specified. Payment will be made as outlined above. Any savings realized by the contributions of Kent County, in-kind or otherwise, will be used to enhance the project quality (i.e., sand).

Signature of acceptance:



Date: _____

Signature of acceptance:



Date: 8-2-24

AUTHORIZED AGENT for Beach Tennis MD, LLC



Carrie Klein, Deputy Director, Public Works
8/27/2024
County Commissioners Meeting

Item Summary:

Public Works Agreement

ATTACHMENTS:

Description

08.27.24 Agreement, By and Between County Commissioners of Kent County and Michael M. Dhillon,
Public Works Agreement (PWA) for One Sewer Allocation

AGREEMENT

THIS AGREEMENT is made and executed this ^{27th}~~23rd~~ day of ^{August}~~July~~, 2024, by and between the County Commissioners of Kent County, Maryland, hereinafter referred to as "Commissioners," and Michael M. Dhillon of Kent County, State of Maryland, sometimes hereinafter referred to as "Owner" or "Developer."

WHEREAS, Owner owns certain property in Kent County, Maryland, more particularly described in a Deed recorded among the Land Records for Kent County, Maryland in Liber 1077, No. 242, Folio __, shown on Tax Map 51, Parcel 345 and shown as Lot _ on a plat, made by William Leonard Leary, Jr., dated August 12, 2020, a copy of which is attached hereto;

WHEREAS, Commissioners have agreed to grant to owner certain water and/or sewer allocations as more particularly set forth herein.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sums set forth herein and paid by Owner to Commissioners, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties herein agree as follows;

1. Owner will pay the Commissioners the sum of Eleven-thousand-eight-hundred dollars (\$11,800.00) Dollars for acquiring 1 sewer allocation(s) in the Piney Neck/Skinners Neck/Wesley Chapel Area for sewer services (the "Allocation(s)"). The Allocation(s) shall be used for Residential Use.
2. The Allocation(s) granted hereunder will remain valid only if the original conditions of this Agreement remain unchanged. The Owner cannot propose changing the project without risking the loss of the allocation(s). Allocation(s) are considered to be granted when an Agreement has been executed between the Commissioners and the Developer/Owner.

The Allocation(s) fee must be paid on execution of this Agreement; thereafter, the Developer/Owner will be assessed the minimum quarterly charges for vacant lots established by the Commissioners until the earlier of connection of the project to Kent County's water and/or sewer lines or two (2) years from the date of this Agreement. After the earlier of connection to Kent County's water and/or sewer lines, or the passage of two years from the date of this Agreement, Developer/Owner shall be charged the full quarterly charges for the improvements on the property unless, additional arrangements are specified herein:

ADDITIONAL ARRANGEMENTS: _____ [NONE]

3. The Commissioners reserve the right to review and recapture any allocations that have not been connected to Kent County's water and/or sewer lines in the event that the Wastewater Plant in the district for which they were approved is within 85% of its design capacity. Owner acknowledges the Commissioners' right to recapture any unconnected allocations subject to this Agreement subject to the conditions stated in this paragraph. Owner further acknowledges that allocation fees for any recaptured allocation are NON- REFUNDABLE. The failure of the Commissioners to undertake the review and recapture at a time when the Wastewater Plant is within 85% of its design capacity shall not constitute a waiver of the provisions of this paragraph in the event that the Commissioners decide to conduct a review and recapture during a subsequent time when the plant is within 85% of capacity.
4. The Owner will be responsible for the installation of any water or sewer appurtenances necessary for service to the property, for obtaining all necessary permits, and for the payment to the Commissioners of all associated inspection fees.
5. Owner shall guarantee the construction for a period of two (2) years from final acceptance by the Department.

WITNESS the execution hereof by the parties hereto the day and year first above written.

WITNESS:

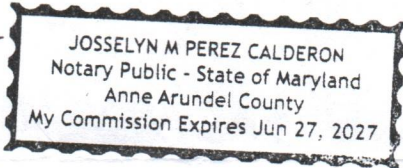
PROPERTY OWNER(S):

Sukhbir Singh

[Signature]

Michael M. Dhillon

[Signature]



ATTEST:

THE COUNTY COMMISSIONERS OF
KENT COUNTY, MARYLAND

Sandra M. Blackstone
08/21/24

By: Ronnie Fithian
Ronald H. Fithian, President

By: Albert H. Nickerson
Albert H. Nickerson, Member

By: [Signature]
John F. Price, Member

After Recording Return To:
MacLeod Law Group, LLC
120 Speer Road, Suite 1
Chestertown, MD 21620

THIS DEED, made this 10th day of August, 2020, by and between **KENNETH NEWTON, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF WILLIAM LEONARD LEARY, JR.**, Grantor, and **MICHAEL M. DHILLON**, Grantee.

WHEREAS, William Leonard Leary, Jr. departed this life on or about May 6, 2019, a resident of Kent County, Maryland;

WHEREAS, William Leonard Leary, Jr. left a Last Will and Testament dated December 4, 2009, a copy of which is filed among the Register of Wills for Kent County, Maryland; and,

WHEREAS, Kenneth Newton was appointed Personal Representative of the Estate of William Leonard Leary, Jr., deceased, on May 14, 2019 by the Orphans' Court of Kent County, Maryland, in Estate No. 14149, and pursuant to the authority granted by Section 7-401 of the Estates and Trust Article of the Annotated Code of Maryland, the Personal Representative is authorized to convey the hereinafter described property.

WITNESSETH, that in consideration of the sum of **Thirty-Two Thousand and 00/100 Dollars (\$32,000.00)** and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Kenneth Newton as Personal Representative of the Estate of William Leonard Leary, Jr., does hereby grant and convey unto the said, Michael M. Dhillon, his/her heirs, personal representatives and assigns, in fee simple, all that property lying and being in the County of Kent, State of Maryland, and being described as follows, that is to say:

ALL that lot of land situate, lying and being in the Fifth Election District of Kent County, Maryland, being part of the lands described on a survey prepared by William R. Nuttle, dated March 1979 and recorded among the Land Records of Kent county, Maryland in Liber E.H.P. No. 88, folio 53, and more particularly described as follows:

BEGINNING for the same at a concrete marker on the Southwest side of a 50 foot road leading from Sharp Street, said point being the northernmost corner of the lands now or formerly of Albert N. Toulson and Nancy S. Toulson (see E.H.P. No. 88, folio 50), and said point being, further, the

I hereby certify as of 8/11/2020, taxes
are paid on the property, covered by this deed,
as well as any other charges which should be
collected before transfer of same, pursuant
to the Real Property Article Title 3 Section 104
of the Annotated Code of Maryland 05-02405u
Pat Winters
Collector of Taxes for Kent County, MD NA

easternmost corner of the lands now or formerly of William L. Leary; and running, thence, by and with the Southwest side of said 50 foot road South 39 degrees 01 minute 38 seconds East 115.00 feet: to a point and a new division line between the herein described lands and the remaining lands of Albert D. Toulson and Nancy S. Toulson; thence, by and with said new division line South 50 degrees 58 minutes 06 minutes West 313.05 feet to lands now or formerly of William B. Brown; thence by and with said Brown lands North 28 degrees 11 minutes 33 seconds West 117.09 feet to a concrete monument and lands of William L. Leary; thence by and with the said Leary lands, North 50 degrees 58 minutes 06 seconds East 291.02 feet to the point of beginning, containing 0.797 acres of land, more or less.

BEING the same property conveyed unto William Leonard Leary, Jr. (reserving a life estate unto William Leonard Leary and Ruth T. Leary) from William Leonard Leary and Ruth T. Leary, his wife, by Deed dated March 18, 1992 and recorded among the Land Records of Kent County, Maryland in Liber M.L.M. No. 19, folio 256; the said William Leonard Leary having departed this life on or about October 29, 2000, the said Ruth T. Leary having departed this life on or about March 26, 2003, and the said William Leonard Leary, Jr. having departed this life on or about May 6, 2019.

SUBJECT to any and all restrictions, covenants and easements of record.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Michael M. Dhillon, his/her heirs, personal representatives and assigns, in fee simple.

AND the said Grantor does hereby covenant that he/she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he/she will warrant specially the property hereby granted; and that he/she will execute such further assurances of the same as may be requisite.

LR - Deed (w Taxes)
Recording Fee - ALL 20.00
Name: Leary/Dhillon
Ref:
LR - County Transfer
Tax - linked 160.00
LR - Surcharge - 40.00
LR - Recordation Tax - 211.20
LR - State Transfer
Tax - linked 160.00
LR - MR Tax - 140.00
SubTotal: 591.20
Total: 591.20
08/12/2020 09:56
C014-DH
#13963922 C0020305-
Kent County/C00203.01
- Register 01

WITNESS:



Kenneth Newton PR (SEAL)
Kenneth Newton, Personal Representative of the
Estate of William Leonard Leary, Jr.

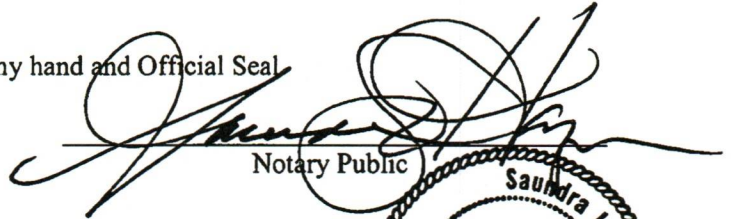
STATE OF MARYLAND, COUNTY OF Caroline, to wit:

I HEREBY CERTIFY, that on this 10th day of August, 2020, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **Kenneth Newton, as Personal Representative of the Estate of William Leonard Leary, Jr.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be his/her act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

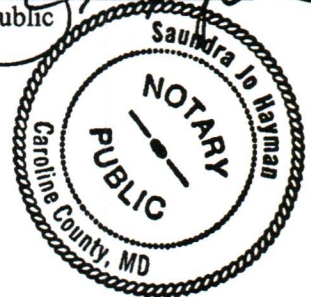
IN WITNESS WHEREOF, I hereunto set my hand and Official Seal

My Commission Expires:

4/18/23



Notary Public



I HEREBY CERTIFY that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Kyle K. Kirby, Esquire

**MARYLAND
FORM
WH-AR**

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2020

Based on the certification below, Transferor claim exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor: Kenneth Newton, Personal Representative of the Estate of William Leonard Leary, Jr.

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers).

Pine Lane, Map 0051, Parcel 0345, Rock Hall, MD 21661 - Tax ID 05-024056

3. Reasons for Exemption

Resident Status

☐

As of the date this form is signed, I, Transferor, am a resident of the State of Maryland.

☒

Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐

Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3.a. Individual Transferors

Witness

Kenneth Newton, PA 8-10-20
Kenneth Newton, Personal Representative of the Estate of William Leonard Leary, Jr. Date

3.b. Entity Transferors

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

State of Maryland Land Instrument Intake Sheet
☐ Baltimore City ☒ County: Kent
Information provided is for the use of the Clerk's Office, State Department of
Assessments and Taxation, and County Finance Office only.
(Type or Print in Black Ink Only-All Copies Must Be Legible)

1	Type(s) of Instruments	(☐ Check Box if Addendum Intake Form is Attached.)						
		1 Deed	Mortgage	Other	Other	Other	Other	
		Deed of Trust	Lease					
2	Conveyance Type Check Box	☐ Improved Sale	☐ Unimproved Sale	☐ Multiple Accounts	☐ Not an Arms- Length Sale(9)			
		Arms-Length(1)	Arms-Length(2)	Arms-Length(3)				
3	Tax Exemptions (if Applicable)	Recordation						
		State Transfer						
	Cite or Explain Authority	County Transfer						
4	Consideration and Tax Calculations	Consideration Amount			Finance Office Use Only			
		Purchase Price/Consideration			Transfer and Recordation Tax Consideration			
		Any New Mortgage			Transfer Tax Consideration			
		Balance of Existing Mortgage			X () % =			
		Other:			Less Exemption Amount -			
					Total Transfer Tax =			
		Other:			Recordation Tax Consideration			
		Full Cash Value			X () per \$500 =			
5	Fees	Amount of Fees		Doc 1	Doc 2	Agent		
		Recording Charge		\$20.00	\$			
		Surcharge		\$40.00	\$			
		State Recordation Tax		\$211.20	\$			
		State Transfer Tax		\$160.00	\$			
		County Transfer Tax		\$160.00	\$			
		Other		\$	\$			
		Other		\$	\$			
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. Log	
		05	024056	00019/00256	0051	0345	☐ (5)	
		Subdivision Name		Lot (3a)	Block (3b)	SectAR(3c)	Plat Ref.	SqFt/Acreage(4)
		Location/Address of Property Being Conveyed (2)						
		Pine Lane, Map 51, Parcel 345, Rock Hall, MD 21661						
		Other Property Identifiers (if applicable)						Water meter Account
		Residential ☒ or Non-Residential ☐ Fee Simple ☒ Ground Rent ☐ Amount						
		Partial Conveyance ☐ Yes ☒ No Description/Amt. Of SqFt/Acreage Transferred:						
		If Partial Conveyance, List Improvements Conveyed-						
7	Transferred From	Grantor(s) Name(s)			Doc 2 - Grantor(s) Name(s)			
		Kenneth Newton, Personal Representative of the Estate of William Leonard Leary, Jr.						
		Doc 1 - Owner(s) of Record, if Different from Grantor(s)			Doc 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc 1 Grantee(s) Name(s)			Doc 2 - Grantee(s) Name(s)			
		Michael M. Dhillon						
		New Owner's (Grantee) Mailing Address						
		1811 Generals Highway, Annapolis, MD 21401						
9	Other Names to Be Indexed	Doc 1 - Additional Names to be indexed (Optional)			Doc 2 - Additional Names to be indexed (Optional)			
10	Contact/Mail information	Instrument Submitted By or Contact Person				☐ Return to Contact Person		
		MacLeod Law Group, LLC				☐ Hold for Pickup		
		120 Speer Road, Suite 1 Chestertown, MD 21620 Phone- (410) 810-1381				☒ Return Address Provided		
11	IMPORTANT BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER							
	Assessment Information	☐ Yes ☒ No Will the property being conveyed be the grantee's principal						
		☐ Yes ☒ No Does transfer include personal property? If yes, identify						
		☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded no copy required)						
	Assessment Use Only - Do Not Write Below This Line							
	☐ Terminal Verification		☐ Agricultural		☐ Whole		☐ Part	
	Transfer Number:		Date Received:		Deed Reference:		Assigned Property No.	
	Year		Geo	Map	Sub	Block		
	Land		Zoning	Grid	Plat	Lot		
	Buildings		Use	Parcel	Section	Doc Od.		
	Total		Town Cd.	Ex. St.	Ex. Cd.			
	REMARKS:							



The Honorable Wes Moore, Governor of Maryland
8/27/2024
County Commissioners Meeting

Item Summary:

Budget Reduction of Core Public Health Services

ATTACHMENTS:

Description

08.27.24 Governor Wes Moore, Kent County Services Impacted by Budget Reduction of Core Public Health Services



The County Commissioners of Kent County

Ronald H. Fithian, President | Albert H. Nickerson, Member | John F. Price, Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

August 27, 2024

The Honorable Wes Moore
The Governor of Maryland
100 State Circle
Annapolis, MD 21401

RE: Kent County Services Impacted by Budget Reduction of Core Public Health Services

Dear Governor Moore:

We appreciate the administration's efforts to address Maryland's operating budget challenges for fiscal year 2025 and beyond. We have learned that funding for Core Public Health Services has been reduced by 10% for local health departments. These cuts will significantly impact our local health department's ability to provide services to the community. The reduction in vital services and programs will directly affect Kent County residents. Small communities like ours have long struggled with mandated programs not adequately funded by the State. As your administration continues to tackle long-term budget challenges, we hope that the needs of all Maryland communities remain a priority for sustainability.

Sincerely,
THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

A blue ink signature of Ronald H. Fithian, written in a cursive style.

Ronald H. Fithian, President

A blue ink signature of Albert H. Nickerson, written in a cursive style.

Albert H. Nickerson, Member

A blue ink signature of John F. Price, written in a cursive style.

John F. Price, Member

cc: The Honorable Helene T. Grady, Secretary of the MD Department of Budget and Management
The Honorable Laura Herrera Scott, M.D., Secretary of the MD Department of Health



Procedures For Public Comment 8/27/2024 County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

08.27.24 Public Comments Sign In Sheet



Office of The County Commissioners

Press and Public Comments

Time is allotted at the end of each meeting for the Commissioners to receive comments from the public. Anyone interested in speaking must sign up on the provided Public Comment sign-up sheet located on the table inside the meeting room.

The President of the Board will call the names of the listed individuals when it is time to speak. When making comments, individuals are asked to speak slowly, clearly, and concisely. Precede all comments with your name and address and speak only on the subject under discussion.

Comments in writing are welcomed and should be given to the staff after your presentation. Any person making personal, impertinent, or slanderous remarks, or whose speech or actions become disruptive, will be asked to leave the meeting.

Interested parties may address the Commissioners in writing at any time about any matter of County business. Written statements can be hand-delivered or mailed to:

The County Commissioners of Kent County, Maryland
400 High Street
Chestertown, MD 21620
kentcounty@kentgov.org

**PUBLIC COMMENTS
SIGN IN SHEET
August 27, 2024**

NAME (please print)	ADDRESS	TOPIC

ADDITIONAL SPACES ARE PROVIDED ON THE BACK SIDE; PLEASE FLIP OVER.



American Rescue Plan Act (ARPA) Funds Spend Plan 8/27/2024 County Commissioners Meeting

ATTACHMENTS:

Description

8-20-2024 ARPA Fund Commissioner Report

AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
8/20/2024

Project	Department	Project Estimate	Date Approved	Amount Approved	Date Completed
Feed the Elderly Year 1	Local Management Board	112,800	08/31/21	112,800	9/30/2022
Feed the Elderly Year 2 and 3	Local Management Board	204,115	03/08/22	204,115	
Clariflocculator Replacement Project	Water & Wastewater Fund	275,000	08/31/21	275,000	6/28/2022
Clariflocculator Replacement Project Change Order #1		2,817	01/11/22	2,817	6/28/2022
Clariflocculator Replacement Project Change Order #2		90,642	01/11/22	90,642	11/23/2022
AV System	Information Technology	71,254	10/26/21	71,254	5/17/2023
IT Software	Information Technology	27,095	10/26/21	27,095	8/10/2022
Neighborhood & Infrastructure Grants	Information Technology	258,402	12/14/21	258,402	12/30/2023
A/V Equipment in EOC	Emergency Operation Center	14,087	02/01/22	14,087	7/26/2023
SCADA Pump Station Monitoring	Water & Wastewater Fund	110,065	02/08/22	110,065	8/2/2023
Millington/RT301 Wastewater Treatment Feasibility Study	Water & Wastewater Fund	57,500	02/08/22	57,500	9/20/2023
Millington/RT301 Wastewater Conveyance System Capacity Study		9,500	09/27/22	9,500	
Tolchester Wastewater-Design Services Influent Screen	Water & Wastewater Fund	52,910	02/08/22	52,910	
Tolchester Wastewater - Bid Services and Const. Management		35,735	09/27/22	35,735	
Tolchester Wastewater Influent Screen Construction		600,914	04/25/23	600,914	
Worton WWTP Influent Lagoon Engineer Design & Bid Services	Water & Wastewater Fund	33,076	03/22/22	33,076	8/10/2023
Worton WWTP Influent Lagoon Engineer Const. Management		43,736	03/08/23	43,736	
Worton WWTP Lagoon Sludge Removal Contract		1,400,725	12/13/22	1,400,725	
Worton WWTP Lagoon Sludge Removal Contract Change Order #1		30,000	06/13/23	30,000	
Worton WWTP Lagoon Sludge Removal Contract Change Order #2		(486,784)	08/08/23	(486,784)	
Kennedyville Pump Station #2 Relocation Design	Water & Wastewater Fund	52,338	09/27/22	52,338	
Kennedyville Pump Station #2 Relocation Const. Management		<i>Deferred</i>			
Kennedyville Pump Station #2 Construction		<i>Deferred</i>			
Worton/Kennedyville GIS Water and Sewer Facilities Mapping	Water & Wastewater Fund	75,770	09/27/22	75,770	9/20/2023
Worton Vehicle Storage Building & site prep/lighting/heat	Water & Wastewater Fund	40,000	10/25/22	40,000	
Worton WWTP Solids Press Replacement Design	Water & Wastewater Fund	64,940	11/28/23	64,940	
Worton WWTP Solids Press Replacement Construction Management		20,000			
Worton WWTP Solids Press Replacement		250,000			
Sewer Jetter Camera Nozzle	Water & Wastewater Fund	14,065	04/02/24	14,065	
Major Repairs and Expenses	Water & Wastewater Fund				
Well redevelopment program		40,000	04/02/24	40,000	
Pump Stations - pump replacement program		28,000	04/02/24	28,000	
Worton Wastewater Treatment Plant - replace electrical wiring		50,000	04/02/24	50,000	
Fairlee Water Treatment Plant - design/replace actuator valve & repair piping		15,000	04/02/24	15,000	
Tolchester Wastewater Treatment Plant - replace control valves		19,000	04/02/24	19,000	
Pump Station SCADA Upgrades - convert remainder of locations		36,675	04/02/24	36,675	
Wesley Chapel Pump Station Wet Well	Water & Wastewater Fund	36,700	06/25/24	36,700	
Total Amount of Funds Committed		<u>\$ 3,686,077</u>		<u>\$ 3,416,077</u>	
Amount of ARPA Funds		3,766,777		3,766,777	
Balance of ARPA Funds Remaining		<u>\$ 80,700</u>		<u>\$ 350,700</u>	



Contingency and Use of Fund Balance Report 8/27/2024 County Commissioners Meeting

ATTACHMENTS:

Description

8-20-2024 Commissioner Report Contingency

**FY25 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
August 20, 2024**

[illegible]



Bill Mackey, Director, Planning, Housing, and Zoning
8/27/2024
County Commissioners Meeting

Item Summary:

Legal

This meeting will be closed under the Annotated Code of Maryland General Provisions Article § 3-305 (b) (7) To consult with counsel to obtain legal advice; and (8) To consult with staff, consultants, or other individuals about pending or potential litigation

ATTACHMENTS:

Description



Jim Miller, Director, Human Resources
8/27/2024
County Commissioners Meeting

Item Summary:

Personnel

The meeting was closed under the Annotated Code of Maryland, General Provisions Article § 3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

ATTACHMENTS:

Description

Cover Page

We take care of employees from “Hire to Retire – and Beyond.”- Kent County Human Resources

