

BALTIMORE COUNTY, MARYLAND
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
DIVISION OF CONSTRUCTION CONTRACTS ADMINISTRATION
111 WEST CHESAPEAKE AVENUE
TOWSON, MARYLAND 21204



Contract No. 20196 SX0
Glen Echo Interceptor Relief Sewer
Edgemere – District 15c7
Workday No. 010777252
Job Order No's. 231-201-0077-7252

ADDENDUM NO. 6

DATE: 9/8/2025

Contact: Barb Wentworth, 410-887-3531, bwentworth@baltimorecountymd.gov

To All Bidders

This addendum is hereby made a part of the Proposal and the Special Provisions, and is hereby incorporated into the Contract. Should this addendum conflict with any portion of the Special Provisions, the Proposal, or any prior addenda, this addendum shall supersede and control.

Please note the attached changes, corrections, and/or information in connection with the contract and submit bids and be otherwise governed accordingly.

For Your Information

Attached are questions and answers received from contractors.

In the Contract Book

Revised and attached to be inserted:

- Page 1, Cover, **remove** old cover and **replace** with revised cover.
- Page 2, Table of Contents, **remove** old table of contents and **replace** with revised table of contents.
- Pages 3-6, Section I – Information for Bidders, **remove** old pages 3-6 and **replace** with revised pages 3-6.
- Pages 7-142, Section II, Interim Supplemental Specifications, **remove** pages 7-142 and **replace** with revised pages 7-142 - These Pages are Deleted and Now Blank.
- Pages 143-145, Section II, Maintenance Bond, **remove** pages 143-145 and **replace** with revised pages 143-145.
- Page 147, Section III, Special Provisions – Bidder Protest and Appeal, **remove** page 147 and **replace** with revised page 147 - This Page is Deleted and Now Blank.

In the Permits

Revised and attached to be inserted:

- Pages 321-322, Section IV – Permits, Building Permit, **remove** old pages 321-322 and **replace** with revised pages 321-322.
- **ADD NEW** Page 326 A, Section IV – Permits, MDOT Lane Closure.
- Pages 327-329, Section IV – Permits, MDOT Utility Permit, **remove** old pages 327-329 and **replace** with revised pages 327-329.
- Page 336, Section IV – Permits, MDOT Utility Permit, **remove** old page 336 and **replace** with revised page 336 – This Page is Deleted and Now Blank.
- **ADD NEW** Pages 336 A – 336 VV, Section IV – Permits, Stormwater Pollution Prevention Plan (SWPPP)

In the Proposal

Revised and attached to be inserted:

- Page 338, Section V – Proposal, Description of Work, **changing** the bid date to Tuesday, October 7, 2025 @ 10:30 A.M. EST. via WebEx **from** Postponed Indefinitely.
- Pages 342-347, Section V – Proposal, Proposal Affidavit, **remove** old pages 342-347 and **replace** with revised pages 342-347.
- Pages 349-356 Section V – Proposal, Prevailing Wage Rate and Local Hiring Affidavit and Requirements, **remove** old pages 349-356 and **replace** with revised pages 349-356.
- Pages 357-371 Section V – Proposal, MBE/WBE Requirements and Forms, **remove** old pages 357-371 and **replace** with revised pages 357-371.
- Pages 372-377 Section V – Proposal, MBE/WBE Requirements and Forms, **remove** old pages 372-377 and **replace** with revised pages 372-377 – These Pages are Deleted and Now Blank.

In the Post Award Documents

Revised and attached to be inserted:

- Pages 379-381 Section VI – Post Award Documents, Agreement, **remove** old pages 379-381 and **replace** with revised pages 379-381.

Attachments – 247

Please sign below acknowledging receipt of this addendum and return with your bid.

Company Name

Signature

**GLEN ECHO INTERCEPTOR RELIEF SEWER
CONTRACT NO. 20196 SX0
WORKDAY NO. 010777252
JOB ORDER NO. 231-201-0077-7252**

QUESTIONS AND ANSWERS RECEIVED FROM BIDDERS

- Q1.** Regarding the Glen Echo Interceptor Relief Sewer bid, Contract No. 20196 SX0, what is the operating pressure at the location of the Line Stop and Wet Tap?
A1. Normal operating pressure is 39 psi.
- Q2.** What are the pump station flow rates for the by-pass pump design?
A2. Refer to Drawing Sheet C-1.
- Q3.** Will the discharge of the by-pass be dumped into the station or into the force main by-pass Connection?
Q3a. If into the by-pass force main connection - what size by-pass connection will the connection be?
Q3b. If into the by-pass force main connection - will a line stop be required or will the station valves be used?
A3. The proposed design uses a hot-tap/line stop upstream of the proposed manhole 74234 and discharge of the sewage at the next downstream manhole.
- Q4.** What is the hold time at "Lodge Forest Pump Station" this is needed to understand the tie-in that must be completed at MH74234?
Q4a. If hold time is limited it will be up to the contractor to provide septic by-pass trucks?
A4. All shutdowns should be coordinated with the County SPS operation manager. No shutdowns may occur on Fridays or the day before or during holidays. The Lodge Forest SPS has a hold time of approximately 11 minutes. Weather should be taken into account prior to scheduling shutdowns as well as bypass operations.
- Q5.** MH74234 is the connection to the existing force main to have a three-foot drop or do you want a drop connection outside the manhole to lower the sewer before entering the manhole?
Q5a. If drop connection is wanted, will it be DIP or PVC?
A5. No drop connection is required for this manhole.
- Q6.** Geo-Tech Report - a. Section 1.4 - i. Ground Water – States the dewatering 3 feet below the deepest proposed structure and undercut 1 foot install #57 stone wrapped in geotextile. Is this a bid requirement or will it be paid as Class 3 Excavation?
A6. Please refer to the detail titled "Trench Detail" on Sheet C-5 of the plans. The bedding detail requires a minimum bedding depth of 1 foot of geotextile wrapped #57 stone below the pipe. This is incidental to the pipe installation. If additional excavation is required due to unsuitable soil conditions, the additional excavation will be paid as Class 3 Excavation.

- Q7.** Geo-Tech Report - Well Points typically work up to 20 feet after that deep wells will be needed – will the temp state Well Point Permit be required?
- A7.** The Contractor's means and methods will dictate the need for an MDE Water Appropriation and Use Permit. Obtaining and compliance with permits is the sole responsibility of the selected Contractor and shall be included as incidental to their bid price. Discharge of the groundwater withdrawal can be covered under these permits but it is all dependent upon contractor means and methods.
- Q8.** Will the full depth GAB trench refill within North Point Blvd. SHA Route 151 be paid by Bid Item 24?
- A8.** Yes
- Q9.** Will the top 1' of trench backfill (GAB) within the North Point Spur Trail be paid with Bid Item 24?
- A9.** Yes
- Q10.** Bid Item 27 is to be used for any paving repairs regardless of paving thickness for all SHA, County Roads and the North Point Spur Trail including any Mill & Overlay, correct?
- A10.** Yes. Item 27 is for any permanent asphalt repair.
- Q11.** What is the paving repair thickness for the County Roads and the North Point Spur Trail?
- A11.** Refer to the boring log on Drawing Sheets D-1 and D-2 as these locations must be restored to match existing thickness or better. The Contractor is directed to Standard Detail R-38 and the Special Provisions Page 198, 01900-22, 1.20., B for Trench Repair within County Roads.
- Q12.** What is the acceptable method of discharging groundwater that we generate dewatering the trenches? Is a Filter Bag acceptable or some other means will be required?
- A12.** Discharging groundwater is the Contractor's means and methods and MDE outlines acceptable methods when discharging ground water. Compliance with the contract documents as well as the Clean Water Act must be maintained at all times and is the sole responsibility of the contractor incidental to their bid price. It should be noted there are numerous areas adjacent to the paved Spur Trail that are wetlands or waters of the U.S. A discharge permit like the 17-HT General Permit For Discharges From Tanks, Pipes, Other Liquid Containment Structures, Dewatering Activities, And Groundwater Remediation may be needed, depending on the contractor's means and methods, in addition to updates of the General Permit for Stormwater Associated with Construction Activity (20-CP).
- Q13.** Is Bid Item 21 the pay item for the Geotextile Wrap around the #57 stone for the 24" & 30" pipe?
- A13.** Item 21 is for wrapping select fill related to Item 18. Geotextile wrap for the pipe bedding is incidental to the pipe bid item.

- Q14.** On the certified wage rates page 356 please clarify the difference between “Truck Driver – Dump” and “Truck Driver – Tandem AD”.
- A14.** A Dump truck driver is self explanatory. A Tandem or team driving essentially means that instead of one driver making a route with the usual interruptions for sleep or rest, two drivers will do so instead, with a rotating schedule of one driver sleeping while the other drives.
- Q15.** Within the SHA ROW there is no notes of how the GAB/Select Backfill will be paid. Please clarify how (what item) the SHA Backfill requirements will be paid.
- A15.** Payments for backfill will be covered under the following items:
Item 24 - Graded Aggregate Base Course MOT Stage 1
Item 29 - 24-Inch Ductile Iron Pipe, Class 52
If native material is suitable for reuse, then no additional payment will be made for backfill. Otherwise Item 18 may be used for disposal of unsuitable existing fill and furnishing suitable material as directed by the Engineer.
- Q16.** Page 162, Item 20, Geotextile Class A – Is this item is specifically for use within the SHA ROW in North Point Blvd?
- A16.** Yes
- Q17.** Page 163, Item 21, Contingent Geotextile Class E – Reference Select Backfill per Item 16; however, Item 16 is Seeding. Please clarify the correct item and the full intent of the location of installation of this item for payment. It is unclear if this is for the undercut under the pipe or of this is for addition above the undercut under the pipe.
- A17.** Refer to Item 18 - Fixed Contingent Class 3 Excavation with Select Backfill, Proper Offsite Disposal of Unsuitable Material. Select backfill is to be wrapped in Class E geotextile. Geotextile for pipe bedding is incidental to the pipe installation".
- Q18.** Page 230 & 231, Item C Pipe Bedding, States that Pipe bedding is 12 inches thick below the pipe when in rock and 6 inches below the pipe for soil; however, page 301 1.4 Summary of Recommendations, Ground Water states 1 foot of undercut and plan detail shows 1-foot of undercut to be incidental to the pipe.
1. What is to be followed?
 2. What is the 1-foot undercut incidental to the pipe installation?
 3. Class 3 Excavation if needed would be below the 1-foot not 6-inches as indicated on Plate S-7?
- A18.**
1. Contractor shall refer to the Trench Detail on Sheet C-5.
 2. Yes 1-foot undercut is incidental to the pipe installation.
 3. Yes the Class 3 Excavation is for excavation beyond the 1-foot undercut.
- Q19.** The SHA permit refers to maintaining one northbound lane in North Point Blvd from 9:00 AM to 3:00 PM. Is it possible to place concrete Jersey Barricades, and any associated requirements to allow extended closure (approximately 1 month) which would allow us to work longer hours and get out of the road sooner?
- A19.** The Contractor shall bid the project according to the SHA Permit requirements shown within the Proposal Book on Page 326-329.
- Q20.** For the county road crossings (Sparrows Point Road, Lodge Farm Rd, & Lodge Forest Road) can we do a detour and close the road at each of those crossings?
- A20.** The Contractor shall bid the project according to the Memo from Traffic Engineering shown on Page 323-325 of the Proposal Book.

- Q21.** Is the operating PSI of the existing force main line known?
A21. Normal operating pressure is 39 psi.
- Q22.** We have made a thorough search of the area for suitable dump sites for our trench excavated material and any left-over spoils. We are having difficulty finding any suitable sites. Does Baltimore County have any knowledge of any dump sites nearby?
A22. No
- Q23.** Due to the narrow working area (20') has any discussion with the state park people with the possibility of a wider working strip (+ 50' wider)?
A23. No. The Contractor shall prepare his bid considering all work shall be limited/confined to the defined area of work within the paving of the North Point Spur Trail as described by the Limit Of Disturbance (LOD), and as shown and specified within the Contract Documents.
- Q24.** Please clarify comment in the soils report shown below:
1. Will the county provide the engineering for the anti-flotation?
2. If the county will not provide the anti-flotation and is the contractors responsibility for the design and the county disagrees with the contractors engineered design, how will the contractor be paid for additional/revisions to their design changes?
A24. The County will not provide engineering design for the anti-flotation. The Contractor is responsible for engineering design of the anti-flotation and for any revisions required. The contractor is to provide signed and sealed drawings that ensure anti-flotation which the County will not contest if adequate backup is provided.
- Q25.** SP-01900, 1.19, H describes Protection of Trench Subgrade not being paid separately but will be incidental to other items. This work appears to meet the specifications of Class 3 Excavation. Please confirm this work is not measured and paid under items 18, 19, 20, and 21?
A25. Protection of the trench subgrade as described on SP-01900-21 is incidental to the pipe installation bid items. Pipe bedding (including geotextile fabric), haunching and initial backfill, as described in the trench detail shown on Sheet C-5, is also incidental to the pipe installation bid items.
- Q26.** If the above question is accurate please explain how and when items 18, 19, 20, and 21 will be paid?
A26. Bid Item 18 (fixed contingent) - Refer to Sections 109, 301 and 302 of the Standard Specifications. Typically, this is intended for use to excavate unsuitable materials below the planned elevation or outside of the planned trench excavation with the approval of the Engineer. Bid Item 19 (fixed contingent) - Refer to sections 109 and 203 of the Standard Specifications. This is intended for use when excavated material from the planned trench is unsuitable for use as backfill. Bid Item 20 - Refer to SHA detail MD 578.01. Bid Item 21 (contingent) - This is intended to encapsulate Select Backfill from Class 3 excavation (see Bid Item 18)

- Q27.** SP-01900, 1.20, E describes roadway restoration as not being paid separately but will be incidental to other items. 02200, 3.15, E states that GAB, HMA, Milling, and Overlay for trench restoration will not be paid but will be incidental to the work. If trench restoration will be incidental please explain how and when items 24, 25, 26, and 27 will be paid.
- A27.** Delete 1.20 E on page SP-01900-22 (page 198). Roadway restoration shall be paid under bid items 20, 24, 25, 26, and 27.
- Q28.** SP-02200, 1.04 B states that the Contractor is responsible for third party testing but SP-02200, 1.04 E states that the County will be responsible for third party testing. Please clarify who is responsible for third party testing for materials and trench compaction testing.
- A28.** Baltimore County is responsible for compaction testing.
- Q29.** Will Topsoil replacement, seeding, & mulch be measured and paid or will all lawn restoration be incidental to the work?
- A29.** Refer to Specification 02200 - 3.14 A on page SP-02200-26 (page 238). The Contractor is responsible for stripping and stockpiling the existing topsoil for reuse and replacing after work is completed. Seeding and mulching will be paid under Bid Items 16 and 17, respectively.
- Q30.** Please confirm the Contractor will be responsible for all trench compaction testing and all material testing.
- A30.** Refer to the response to Question 28 above.
- Q31.** Please confirm that the County will provide Survey Control and Stakeout.
- A31.** In accordance with Section 107 of the Standard Specifications the Contractor is responsible for Survey Control and Stakeout.
- Q32.** SP-02200, 1.01, C states that "the Engineer will determine the suitability of the excavated material" and that "All excess or unsuitable materials excavated shall be removed from the site by the Contractor and disposed of at a permitted off-site disposal location of its own choosing, at no additional cost to the Engineer." Typically only excess material disposal is the Contractor's responsibility. Please clarify when the Contractor will be paid for Unsuitable Soil disposal and replacement under item 19.
- A32.** The price bid for Bid Items 18 and 19 shall include the cost of off site disposal of material unsuitable for backfill or reuse.
- Q33.** Plans show roughly a 20' wide LOD through the path for the majority of the project. Please consider widening the LOD to 40' min. There is pipe that is 24' deep as well as the dewatering system to consider.
- A33.** All work shall be limited to within the LOD as shown in the Contract Drawings.
- Q34.** If the additional LOD is granted, 10' of trees can be cleared on each side of the trail. If the additional LOD is not granted, those trees adjacent to the excavation will most likely die in a year or two anyway from root damage.
- A34.** No additional LOD will be granted.

- Q35.** The bid items for restoration of the path are set up for trench repair and milling and resurfacing of that trench. After walking the existing trail that is only 3" thick, it is very apparent with the condition of the trail, that the entire trail will be destroyed by construction activities. Between excavators, loaders, and dump trucks, the trail will be destroyed. Please consider revising the paving spec and quantities to show full replacement of the paved trail.
- A35.** This is acknowledged as a possibility, but the Contractor should make every effort to preserve the trail. The Contractor must restore the trail to pre-existing condition or better.
- Q36.** Will a temporary barrier wall set up on 151 North Point Blvd be considered? With around the clock dewatering, a permanent lane closure during construction activities seems prudent.
- A36.** The current MD SHA permit only permits temporary lane closures Monday through Friday between 9 AM and 3 PM. Contractor shall coordinate with SHA on the use of temporary barrier wall and permanent lane closure.
- Q37.** Has there been any considerations by the County to de-energize and or brace the pole adjacent to 74220?
- A37.** Refer to note 3 on Sheet C-3 and Special Provision 02200 Section 1.09.
- Q38.** Item 19 for borrow. Based on the quantity, is the County assuming that all the spoils will be hauled off and replaced with Borrow?
- A38.** The design assumption is that a large portion of the excavated soils will be unsuitable for reuse.
- Q39.** Will the County require Stage 1 Temp Asphalt for the trenches within the gated trail areas or will the Contractor be allowed to refill flush with GAB prior to Stage 2 HMA restoration? (per R-38).
- A39.** Stage 1 temporary asphalt is required. GAB substitution will not be permitted.
- Q40.** Will the County require the cut-back for the Stage 2 restoration within the gated trail areas?
- A40.** Yes
- Q41.** Where is the 2" Asphalt Milling supposed to occur? (item 25) This area is not noted on any plan and the trench notes on sheet C-5 do not explain it.
- A41.** This is for SHA road.
- Q42.** Is there a 2" HMA overlay required in relation to the 2" Milling item? If so there is no pay item.
- A42.** No. Permanent pavement restoration will be paid under bid item 27.
- Q43.** For trench backfill, if the existing material is not suitable for re-use, is the export of such material and import of select borrow covered by Bid Items #18 and #19?
- A43.** Yes, refer to the response to Question 32 above.

Q.44. Regarding Insurance Provisions, Section 2.4 Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage: After reviewing this coverage requirement, can you please confirm this portion of the insurance is required for the project?

A44. Yes. This coverage is required.

Q45. Bid Item 25 – Milling (2in) covers milling 2” of asphalt, but it doesn’t specify the 2” overlay. Is the 2” overlay covered by Bid Item #27? Do these two items occur concurrently?

A45. Refer to the response to Question 42 above. 2" overlay is covered in Bid Item #27.

PROPOSAL FORM
BALTIMORE COUNTY
DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION
TOWSON, MARYLAND

Division of Construction Contracts Administration

IN CONJUNCTION WITH
CONSENT DECREE
ENTERED INTO BY AND
AMONG THE UNITED
STATES OF AMERICA,
THE STATE OF
MARYLAND AND
BALTIMORE COUNTY,
MARYLAND



Contract Number 20196 SX0
SEWER DESIGN PROJECT
Glen Echo Interceptor Relief Sewer
Edgemere – District 15c7
Workday Number 010777252
Job Order Number 231-201-0077-7252

CONTRACT BASED ON SEPTEMBER 2023
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS
AND STANDARD DETAILS FOR CONSTRUCTION

Bidders Information

Baltimore County Prevailing Wage and Local Hiring Affidavit, Wage Rates & Requirements **see pages 349-356 (Contract Disclosure):** *“Wage rates that are in effect as of the contract solicitation date will be the wage rates through the duration of the project”*

MBE/WBE Requirements & Forms **see pages 357-377**

A pre-bid meeting **ONLY** for the Prevailing Wage Rate and Local Hiring requirements and MBE/WBE requirements will be held on Wednesday, September 24, 2025 at 11:00 a.m. EST via WebEx. Phone-In (Audio Only) –1-415-655-0001, Access Code 2315 733 7194## Video Conference – Meeting Number 2315 733 7194#, Password rhPP79ynWx9, go to <https://signin.webex.com/join>, or for the WebEx link go to www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations

Contract No. 20196 SX0
Addendum No. 6
Revised, September 8, 2025

THIS PROPOSAL FORM INCLUDES AND INCORPORATES ALL DOCUMENTS AND INFORMATION REFLECTED, LISTED, AND/OR REFERENCED IN THIS TABLE OF CONTENTS, AND ALL SUCH DOCUMENTS AND INFORMATION ARE PART OF AND INCORPORATED INTO THE CONTRACT DOCUMENTS.

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Contract No. 20196 SX0

Addendum No. 6

Revised, September 8, 2025

SECTION I

INFORMATION FOR BIDDERS

ELECTRONIC SUBMITTAL PROCESS

To be considered, Bids (Section IV – Proposal) shall be received by the bid closing date and time to the following email address dpwbid@baltimorecountymd.gov. The contract number and company name should be referenced in the Subject Line of the email. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.

Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2*, etc. Multiple part bids will not be considered unless all parts are received by the bid closing date and time.

After submitting a Bid to dpwbid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Division of Construction Contracts Administration and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described above, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.

As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.

NOTE: Electronic copy of the Bid Bond will be accepted at bid opening. The apparent low bidder is required to submit the original Bid Bond within ten (10) days after the bid opening to the Division of Construction Contracts Administration, 111 West Chesapeake Avenue, Room 300B, Towson, Maryland 21204.

INSTRUCTIONS AND SPECIFICATIONS

Refer to the enclosed proposal sheets for quantities to be bid upon. All proposals submitted on the attached form must give the price in clear figures for each item of the proposed work and be signed by the bidder with his name and address. Bidders must not change any item in the proposal for which a price has been stipulated by the County. Any change will cause rejection of the proposal.

NOTE: STATEMENT UNDER OATH FORM TO ACCOMPANY BID as per Baltimore County Purchasing Act 65-98, Section 15-94 and 15-95 which requires that the enclosed affidavit (see Proposal Affidavit pages in Section IV) be completed and submitted as part of the sealed bid.

Proposals made on any other than the attached form will not be considered. All papers included in, bound thereto, or attached to the Proposal Form are necessary parts thereof and shall not be detached, separated, or altered in their intent.

Changes in the phraseology of the proposal, additions, or limiting provisions will render the proposal informal or void and may cause its rejection.

All right is hereby reserved by the Purchasing Agent to reject any or all proposals and to waive formalities and technicalities as the interest of the County may require.

No successful bidder may withdraw his bid within **NINETY (90)** days after the opening thereof.

The successful bidder will be required to be bonded to Baltimore County, Maryland to the sum of One Hundred per Cent (100%) of the amount of his proposal or proposals according to the form of bond hereto attached for projects in excess of \$25,000.00.

This Proposal must be accompanied by a Bid Bond in an amount of 5% of the bid, the exact amount to be determined by the difference between the low bid and the next lowest bid if two or more bids are received, or 5% of the bid if one bid is received. This guarantees payment of the amount thus determined in case of a default in any matter specified as required before award or in any matter resulting in failure to execute and deliver an Agreement, together with Payment and Performance Bonds, after award. The Bid Bond must be in the form accompanying the Proposal executed by a Surety licensed in the State of Maryland. The Surety must be currently rated “B” or better by the A. M. Best Company, and the bid must be in an amount less than, or equal to, the underwriting limitation contained in Department of Treasury Circular 570 as amended at the time of the underwriting.

All work to be performed under this contract shall be done under strict compliance with Baltimore County Department of Public Works and Transportation September 2023 Standard Specifications for Construction and Materials and Standard Details for Construction and any and all proposed revisions thereto as of the date of advertisement and copies of which are available on the County’s website at www.baltimorecountymd.gov/departments/public-works/standards, and all of which are made a part hereof and incorporated herein (collectively, the “Specifications”).

If the bidder to whom an award is made shall fail to execute the contract and bond hereto attached and as herein provided, the award may be annulled and the contract awarded to the lowest responsible bidder who has consented to a time extension, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made, or the Purchasing Agent may reject all of the bids as the interest of the County may require.

The Bid Bond of the three lowest bidders is deemed to be effective until the execution and delivery of the Contract Agreement, together with Payment and Performance Bonds for projects in excess of \$25,000.00 or until rejection of all bids, whereupon Surety is deemed relieved of all further obligations under the bid bonds provided.

Bidders must examine the drawings and specifications carefully and must make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything shown on the drawings or comprised in the specification, inquiry shall be made of the Director of Public Works and Transportation at least five (5) days prior to the date of

bid opening. The submission of the Proposal shall indicate that the bidder thoroughly understands the drawings and the terms of the Specifications.

To better ensure fair competition and to permit a determination of the lowest bidder, unresponsive bids or bids obviously unbalanced may be rejected by the Purchasing Agent.

Bidders are required to fill out the total price column and total their proposals so that the result of the bidding, barring possible arithmetical errors, will be known at once. Any errors in computations will be corrected by the Engineer when the proposals are canvassed. Where the unit price and the total price are at variance, the unit price will prevail.

Bidders must be prepared to complete the work within the time stated in the proposal.

NOTE: ONLY CONTRACTORS FORMALLY PRE-QUALIFIED WITHIN THE ADVERTISED WORK CLASSIFICATION BY THE DIRECTOR OF PUBLIC WORKS AND TRANSPORTATION OF BALTIMORE COUNTY 10 CALENDAR DAYS PRIOR TO BID OPENING WILL BE ELIGIBLE TO SUBMIT BIDS.

Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract. Successful bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination.

Baltimore County has adopted a Minority Business Enterprise (MBE) program and Women's Business Enterprise (WBE) Program. The percentage of participation applies to the contract amount awarded to the Contractor. Qualified minority subcontractors are those certified as being a Minority Business Enterprise by the following:

1. Maryland Department of Transportation Certification Committee (MDOT)
2. City of Baltimore, Minority Business Certification Council

Projects funded by the Federal Highway Administration are limited to the certification listed under #1 (MDOT).

More detailed information regarding the County's MBE/WBE Program can be obtained from the County MBE Office, telephone (410) 887-3407. See Executive Order dated December 6, 2022. MBE/WBE Participation Summary and Forms A, B, C, D and E enclosed in this proposal booklet.

NOTE: If you do not complete and submit the enclosed forms with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer **NON-RESPONSIVE** and accordingly the **COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.**

The County reserves the right to require the low bidder to produce evidence indicating that the company's financial condition is equal to, or better than, that enjoyed by the company at the time of prequalification. This additional information may be in the form of a financial statement or other evidence satisfactory to the Office of Budget and Finance.

Bidders' attention is directed to the requirement that a permit must be obtained from the Baltimore County Bureau of Highways and Bureau of Traffic Engineering prior to cutting any County

Contract No. 20196 SX0

Addendum No. 6

Revised, September 8, 2025

Revised 9/2024

road for the purpose of obtaining sub-surface soils information, and permission must be obtained from the State Highways Administration prior to making any openings in a State road.

Under no circumstances shall a bidder enter upon any property outside a County or State road for the purpose of securing sub-surface soils information until permission is received from the property owner. The fact that the County has obtained a utility easement does not give the bidder the right to enter upon the property.

Prevailing index price of asphalt cement/ton \$640.00.

INCLEMENT WEATHER POLICY: If Baltimore County General Government Offices are open or open with liberal leave the day the bids are due, the bids are due as stated in the bid documents (date and time). **ONLY** when the Baltimore County General Government Offices are **OFFICIALLY CLOSED** the day the bids are due, the bid date will be postponed and an Addendum will be issued the next business (or next day buildings are officially open) day the county offices are open with the new bid date and time.

BID TABULATIONS: All bid tabulations will be confidential until after final award, at which time the total bid amounts for all bidders, as well as the complete bid tabulations for the top three (3) bidders, can be inspected by others when requested in writing pursuant to the Maryland Public Information Act.

ALTERNATIVE SOURCES OF CONTRACT BONDS: In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may qualify for the required bonds through the State of Maryland, Department of Commerce (DOC). The **Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa)**, an agency of DOC, operates a Surety Bond Program designed to assist small businesses, based in Maryland, that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment and performance bonds for contracts funded by government agencies, regulated utilities and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000 and companies may pre-qualify for multiple bonds within pre-approved terms and conditions. MSBDFA also provides lines of credit, term loans and loan guarantees to help qualified businesses purchase equipment and real property, make improvements to leased property, refinance existing debt and assist them with their working capital needs. For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program's Manager), 826 E. Baltimore Street, Baltimore, Maryland 21202, Telephone: (410) 333-4270. Or visit their website at www.mmcapitalgroup.com for information, applications and a checklist of required documents and reports that must accompany the application.

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Contract No. 20196 SX0
Addendum No. 6
Revised, September 8, 2025

MAINTENANCE BOND

Per the Baltimore County Department of Public Works and Transportation September 2023 Standard Specifications for Construction and Materials, Section GP – 4.10 (C) states, the contractor is required to post a maintenance bond in the amount of five (5) percent of the total cost of the contract or withhold five (5) percent retainage for two (2) years from the date of Final Acceptance.

Contract No. 20196 SX0
Addendum No. 6
Revised, September 8, 2025

BALTIMORE COUNTY, MARYLAND

BOND NO. _____

CONTRACT NO. _____

MAINTENANCE BOND

THIS MAINTENANCE BOND is entered into on this _____ day of _____, 20____, by and between _____, as principal ("Principal") and _____, a business entity that is authorized to transact business in the State of Maryland and is organized and existing under the laws of the State of _____, as surety ("Surety"), are held and firmly bound unto Baltimore County, Maryland, a body corporate and politic of the State of Maryland ("County"), as Obligee.

WHEREAS, the above-named Principal has entered into a written contract known as Contract Number _____ dated _____, 20____ with Obligee for _____ (the "Agreement"), the terms of which are hereby incorporated by reference; and

WHEREAS, Principal has completed construction under the Agreement; and

WHEREAS, the Agreement includes a warranty on the quality of the Work performed that runs for a period of two (2) years from the date of the County's final acceptance and that runs for two (2) additional years beyond the repair date if any repair is done during the warranty period; and

WHEREAS, Principal is required to cause this instrument to be executed and delivered to Obligee as security for maintenance during the warranty period in an amount equal to 5% of the total value of the Contract.

NOW, THEREFORE, the Principal and Surety are held and firmly bound unto the Obligee in the sum of \$ _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum of money the Principal and Surety do bind themselves and their personal representatives, legal representatives, successors, and assigns, jointly and severally, firmly by this maintenance bond.

The conditions of this bond are as follows:

1. The Principal shall, for a period of two (2) years from and after the date of completion and acceptance of same by Obligee, replace all defects arising in the Work, whether resulting from defective materials, equipment, design furnished or workmanship. After such period, this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contract No. 20196 SX0
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Revised, September 8, 2025

2. In the event of a default on the part of the Principal that may be the subject of a claim under this bond, Obligee shall mail, by certified mail, to Surety at the address listed below, a written statement that a claim is being made under the bond and, with substantial accuracy, the amount of the claim. Surety shall have no obligation to Obligee under this bond until the notice of claim is mailed.
3. When the Obligee has satisfied the condition of Paragraph 2 that a notice of claim be mailed, the Surety shall promptly and at the Surety's expense send an answer to Obligee within 30 days after the date of the claim. The answer shall state the amounts that are undisputed and the basis for challenging any amounts that are disputed. The answer shall be accompanied by payment (or arrangements for immediate payment) of any undisputed amounts.
4. Surety expressly waives any right to receive notice of extensions of time or alterations or modifications to the Agreement that may be granted by Obligee and agreed upon by Principal, and any such extensions, alterations, or modifications shall not affect the obligation of the Surety under this bond.
5. This bond is a specialty governed by the twelve-year statute of limitations period set forth in the Annotated Code of Maryland Courts and Judicial Proceedings §5-102.

WITNESS OR ATTEST:

(Principal – Contractor Name)

By: _____

Type Name: _____

Type Title: _____

Date: _____

(Surety)

By: _____

Type Name: _____

Type Title: _____

Type Address: _____

Date: _____

Contract No. 20196 SX0
Addendum No. 6
Revised, September 8, 2025

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Baltimore County, Maryland
Department of Permits, Approvals, and Inspections
BUILDING PERMIT

Permit Number: CEN25-000063

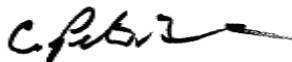
Permit Type: Commercial Environmental

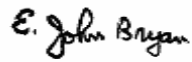
Sub Type: Grading

Date Issued: 06/07/2025

Expiration Date: 06/06/2027

Property Information	Lot Size and Setbacks
Property Address: 2801 DELMAR AVE City, State, Zip: SPARROWS POINT, MD, 21219 Tax ID: 1502190243 District: 15 Existing Use: Proposed Use: Is this property located in a Floodplain: NO Sprinkler to be Installed?: Plumbing Work?: Electrical Work?:	Size: Set Backs - Front Yard: Set Backs - Rear Yard: Set Backs - Right Side Yard: Set Backs - Left Side Yard:
Owner Information	
Owner: Baltimore County: Department of Public Works & Transportation County Owner Address: 111 W. Chesapeake Avenue, Towson, MD, 21204 Tenant: Applicant: Norbert Huang	


C. Pete Gutwald, AICP, Director


E. John Bryan, Building Engineer

*Please log into your account to get up-to-date information regarding the permit process and related inspections. Refer to the Permit Number when making inquiries.

Contract No. 20196 SX0
Addendum No. 6
Revised, September 8, 2025



Baltimore County, Maryland
Department of Permits, Approvals, and Inspections
BUILDING PERMIT

Permit Number: CEN25-000063

Permit Type: Commercial Environmental

Sub Type: Grading

Date Issued: 06/07/2025

Expiration Date: 06/06/2027

Building Permit Contractor

Name of Contractor: TBD

Phone Number:

Address:

City, State, Zip: , ,

Is Owner Contractor?:

Building Permit Information

Description of Work: This is to renew expired permit CEN22-000195. Grade 124,632sf for excavation and trenching work to install new 24" sewer on the public trail from Lodge Forest Drive to North Point Blvd.. Permit expires two years from date of issue.

No construction to begin until pre-construction meeting. Failure to comply will result in penalties. Schedule your pre-construction meeting in your portal.

C. Pete Gutwald, AICP, Director

E. John Bryan, Building Engineer

*Please log into your account to get up-to-date information regarding the permit process and related inspections. Refer to the Permit Number when making inquiries.

Contract No. 20196 SX0
Addendum No. 6
Revised, September 8, 2025

-
- * Requests for lane closures must be made 48 HOURS prior to actual closure. (Weekend and Monday requests must be made by Thursday.)
 - * Permits will NOT be FAXed to Permittee. They will be given to the SHA or MDTA Contact Person.
 - * Permittee must coordinate with the Project Engineer, if working within Construction Work Zone Limits, in order to receive permission to work in that area.
 - * Permittee is responsible for implementation of all traffic control devices which must be in compliance with noted traffic control standard and the MUTCD
 - * This permit is subject to revocation at the discretion of the SHA or MDTA.
 - * Permittee must have a copy of the approved permit at the work site
 - * Prior to the actual closure and re-opening of the travel lanes, the field contact MUST notify the Statewide Operations Center or local Traffic Operations Center: SOC: 410-582-5650 or 1-800-543-2515 AOC: 410-537-1234 AOC North: 410-537-5601 AOC South: 410-537-6615



THE MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION (MDOT SHA)

320 West Warren Road
Hunt Valley, MD 21030

Utility Permit

Permit Number: SHA-4-BA-0213-23

U.C. Ref or Job ID#: 231-201-0077-7252

Project Number:

Route No.: MD 151

Route Name (optional):

Limits : DELMAR AVE - CO 5632 to NORTH POINT BLVD - MD 151
Mile Point : 1.470, 0.000

Issue Date : 3/14/2025

Expiration Date : 3/14/2026

Anticipated Start Date :

Duration of Work :

So far as the MDOT State Highway Administration has the right and power to grant same, permission is hereby given to:

Permittee :

Baltimore County Government
111 W. Chesapeake Avenue
Towson, MD 21204

Attention :

David Bayer
Phone#: (410) 887-3781
Email: dbayer@baltimorecountymd.gov

Description of Work:

Install 24" Sanitary Sewer on the right Northbound Lane of North Point Boulevard. Work requires temporary closure of the right Northbound lane and the shoulder.

The following Special Conditions apply to this permit.

ROADWAY RESTORATION: All backfill must be compacted and tested. Compaction reports must be provided to SHA (trenches of a 1000' or longer). Roadway repair may require a (2") inch grind and overlay a minimum of (20') feet (max. 250') feet on each side of excavation as directed by MDOT/SHA Utility Inspector. If permanent patch is not compatible to existing roadway, patch will be grinded (2") ✓ inches in depth and (20') feet on each side of patch, the entire width of the lane(s) and overlaid using an approved MDOT/SHA Hot Mix Asphalt (HMA) or as directed by MDOT/SHA Utilities Inspector. Any temporary roadway patch placed between October 30th and April 15th must consist of at least (6") inches HMA and monitored weekly by Permittee until permanent repair is completed. All roadway patches MUST have spray painted identification.

Trench repair less than six (6') feet in width will require a two (2') foot cut back in accordance with ✓ MDOT/SHA Standard 578.01 using an approved dry/fresh backfill material as specified in the MDOT/SHA Specification Book or per the MDOT/SHA Utility Inspector.

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Revised, September 8, 2025

✓ Any temporary roadway patch placed between October 30th and April 15th must consist of at least six (6") inches of Hot Mixed Asphalt (HMA) with last two (2") inches being placed by paver and monitored weekly by the Permittee until permanent repair is completed. All roadway patches shall have spray painted identification.

✓ Cold Mix Asphalt is PROHIBITED unless approved by MDOT SHA Utility Inspector. Only approved cold patch materials (CPM) identified on the MDOT/SHA List of Qualified Products is approved for use on Maryland State roadways. CPM's are only to be utilized as a temporary repair until full roadway restoration can be achieved.

✓ All excavation outside of paved section shall be backfilled using suitable material as stated in the MDOT/SHA Specification Book (current revision) or approved by MDOT/SHA Utility Inspector.

✓ Permittee must communicate with the MDOT/SHA Utility Inspector one (1) week prior to the commencement of work being executed under this permit to discuss Maintenance of Traffic.

✓ An approved MDOT/SHA Traffic Control Permit shall be required prior to commencement of work.

✓ All facilities must be placed in accordance with current MDOT/SHA's "Accessibility Policy & Guidelines for Pedestrian Facilities Along State Highways".

Steel Plates - All excavation in MDOT/SHA State Right-of-Way shall be backfilled or plated daily. All steel plates shall be recessed, pegged on all four (4) corners, properly shimmed/wedged, and filled around the edges to provide smooth transition. If more than one plate is utilized adjacent to each other, they shall be supported from the underside and tack welded to prevent flexing and shifting. All steel plates shall have identification. Inspections of steel plates must occur twice daily using approved MDOT/SHA Inspection Report. Any steel plate placed between December 1st and March 30th, shall have pre-approval from MDOT/SHA Utility Inspector and paving restoration plan/schedule must be identified.

✓ Pavement section must be patched using 19 mm PG64-22 base course HMA and (2") inches surface course 12.5mm PG64-22 HMA or as directed by MDOT/SHA Utility Inspector.

Notifications:

a. Permittee must notify **ADAM RUPPERT**, the MDOT State Highway Administration **Utilities Area Engineer**, at (410) 229-2344 or aruppert@mdot.maryland.gov, 48 hours prior to commencement of any activities related to this permit.

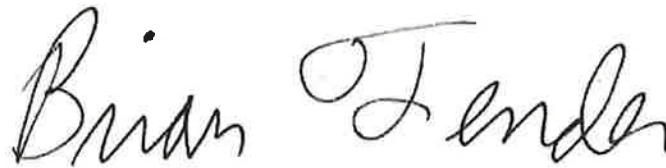
b. The permittee will designate the Traffic Manager for this permit and a 24 hour emergency number at the pre-construction meeting.

c. All work for this permit shall be in conformance with the above referenced documentation supplied by the utility company.

d. The Permittee is **requested** to provide Geographic Information System (GIS) coordinates of any of its facilities, infrastructure, and appurtenances installed within the permitted area(s) to MDOT SHA District Office within Sixty (60) calendar days (or agreed upon timeline) of the completion of the Permittee's installation. The GIS coordinates should be provided on As Constructed Plans or other agreed upon

mechanism. Please see the 2022 UTILITY PERMIT GENERAL PROVISIONS, Section 001.03.03.06 As Constructed Deliverables.

THIS PERMIT IS ISSUED WITH THE REQUIREMENT THAT IT WILL BE ENFORCED WITH THE UTILITY PERMIT GENERAL PROVISIONS. A COPY OF THE UTILITY PERMIT GENERAL PROVISIONS SHALL BE ATTACHED TO EACH AND EVERY INDIVIDUAL WORK ORDER PERMIT ALONG WITH ANY SPECIAL PROVISIONS, ATTACHMENTS, PLANS, AND ADDENDA IN ORDER TO CONSTITUTE A COMPLETE AUTHORIZED UTILITY PERMIT. THE COMPLETE AUTHORIZED UTILITY PERMIT OR DISTRICT OFFICE PERMIT WHICH MUST BE FOUND ON THE JOB SITE AT ALL TIMES.

A handwritten signature in black ink that reads "Brian Tender". The signature is written in a cursive, flowing style.

FOR

By: _____

MYERS, CLAUDINE

District Engineer

MDOT State Highway Administration

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Stormwater Pollution Prevention Plan (SWPPP)

For Construction Activities At:

Project Name: [Glen Echo Relief Sewer – Lodge Forest Dr to Sparrows Point Rd & Vicinity](#)
Location/Address: [Baltimore County – along North Point State Park](#)
[Edgemere, MD 21219](#)

Joint SWPPP Prepared For:

Baltimore County Department of Public Works & Transportation
Contract Name: [Bureau of Engineering and Construction](#)
Address: [111 W. Chesapeake Avenue, Room 200](#)
[Towson, Maryland 21204](#)
Phone Number: [410-887-3781](#)
Email: dbayer@baltimorecountymd.gov

Initial SWPPP Prepared By:

Company Name: [Hazen and Sawyer](#)
Contact Name: [Norbert Huang](#)
Address: [1 South Street](#)
[Baltimore MD, 21202](#)
Phone Number: [443-948-7867](#)
Email: nhuang@hazenandsawyer.com

SWPPP Preparation Date:

[9/1/2025](#)

Estimated Project Dates

Project Start Date: [X/YY/ZZ](#) [Contractor to update]

Project Completion Date: [XX/YY/ZZ](#) [Contractor to update]

A SWPPP is required for your site in the following situations (Part III.F.1 of the Permit). Indicate which of these conditions apply at your site:

- ☐ My project is within a common plan of development and I am sharing liability between and among operators on the same site. This SWPPP clarifies [insert name of person or organization](#) areas of responsibility.
- ☐ I plan to use Chemical Additives or Polymers for Sediment Control.
- ☒ I have the potential for any of the non-stormwater discharges prohibited in permit Part I.D (also listed below). This may include any of these.
1. Wastewater from the Concrete Washout. (permit Part III.A.3.d).
 2. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials. (permit Part III.A.3.d)
 3. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance (permit Parts III.A.3.a and III.A.3.c.iii).
 4. Soaps or solvents, or detergents used in vehicle and equipment washing or external building washdown (permit Part III.A.3.b);
 5. Toxic or hazardous substances from a spill or other release (also see permit Part III.A.3.c iv, III.A.3.f. and VI.J) (whether the site is known to be contaminated by PCBs, PFAS, mercury, lead, or other metals, or any other source of toxic industrial pollution); and
 6. Water contaminated by toxic or hazardous substances from sites managed under Maryland's Voluntary Cleanup Program (VCP) or Land Restoration Program (LRP).
- ☒ I plan on implementing controls associated with the activities requiring pollution prevention measures, referenced in Part III.A.3 of the permit.
- ☐ None of the above, I am voluntarily creating a SWPPP for my construction activity.

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SECTION 1: CONTACT INFORMATION/RESPONSIBLE PARTIES (Part III.F.2.a of the permit)

1.1 Operator(s) / Subcontractor(s)

Instructions – Identify the operator(s) who are responsible for construction activities at the site.

Indicate respective responsibilities, where appropriate.

Remember to include the project's 24-hour emergency contact.

List subcontractors expected to work on-site.

Notify subcontractors of stormwater requirements applicable to their work.

Consider using Subcontractor Agreements. (See Appendix 9.3)

List any amendments to this SWPPP in Appendix 9.1.

Operator(s):

Baltimore County Department of Public Works and Transportation, referred to as "County"

Baltimore County DPWT

Insert Address: 111 W Chesapeake Ave, Room 200

Insert City, State, Zip Code: Towson, MD 21204-4602

Insert Telephone Number: (410) 887-3300

Insert Fax/Email: 410-887-3406 / publicworks@baltimorecountymd.gov

The County has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications. The County's area of control is limited to control of these plans and specifications only.

Contractor performing work on Baltimore County Project, referred to as "Contractor"

Insert Name: TBD (to be provided by the Contractor)

Insert Address: (to be provided by the Contractor)

Insert City, State, Zip Code: (to be provided by the Contractor)

Insert Telephone Number: (to be provided by the Contractor)

Insert Fax/Email: (to be provided by the Contractor)

The Contractor has day-to-day operational control of those activities at a project that are necessary to ensure compliance with the permit conditions including authorization to direct workers at a site to carry out activities required by the 20-CP permit, correct violations (including repair or installation of erosion and sediment controls), and/or halt construction activity until violations or the permit are corrected. The Contractor is

responsible for entirety of project site, including during any periods of inactivity. The contractor's responsibility for the entirety of the project site does not end until Final Acceptance of the work has been issued by the County and this permit is closed out.

Subcontractor(s):

All subcontractors performing work on the project site shall be the responsibility of the Contractor. The Contractor shall notify subcontractors of stormwater requirements applicable to their work. The County assumes no responsibility for any subcontractors. The Contractor may consider using Subcontractor Agreements (See Appendix 9.3).

Insert Company or Organization Name: TBD (to be provided by the Contractor)

Insert Name: TBD (to be provided by the Contractor)

Insert Address: (to be provided by the Contractor)

Insert City, State, Zip Code: (to be provided by the Contractor)

Insert Telephone Number: (to be provided by the Contractor)

Insert Fax/Email: (to be provided by the Contractor)

Insert area of control (if more than one operator at site):

[Repeat as necessary.]

Emergency 24-Hour Contact:

Insert Company or Organization Name: (to be provided by the Contractor)

Insert Name: (to be provided by the Contractor)

Insert Telephone Number: (to be provided by the Contractor)

If part of a common plan of development, include a map delineating areas of responsibility and include a table of those entities so that it is clear to an inspector or other entities at your site, where each entity is responsible for permit compliance. The following is meant to be an example of what to include, however based on site complexities you are free to revise the table to meet your needs.

Common Plan of Development – N/A

1.2 Stormwater Team (Part III.F.2.b of the permit)

Instructions – Identify the project's stormwater team.

Identify everyone by name or position.

Describe everyone's responsibilities.

Indicate which members are responsible for inspections.

At a minimum, the stormwater team is comprised of individuals who are responsible for:

Overseeing the development of the SWPPP

Any later modifications to the SWPPP

Compliance with the permit requirements (i.e., installing and maintaining stormwater controls, conducting site inspections, and taking corrective actions where required)

Each member of the stormwater team must have ready access to either an electronic or a paper copy of the 20-CP and the SWPPP.

Stormwater Team		
Name and/or position, and contact	Responsibilities	I Have Read the 20-CP and Understand the Applicable Requirements
(Baltimore County PM) Insert name of responsible person, position, telephone number and email: TBD	Overseeing the initial development of the SWPPP	☐ Yes Date: Click here to enter a date.
(to be provided by the Contractor) Insert name of responsible person, position, telephone number and email: TBD	SWPPP implementation, compliance, and modification	☐ Yes Date: Click here to enter a date.
Insert name of responsible person, position, telephone number and email: TBD	Compliance with the permit requirement	☐ Yes Date: Click here to enter a date.

Roles and Responsibilities		
Entity	Project Area	Responsibility
Contractor	Entire work area	The Contractor has the sole responsibility for compliance with all Permit Terms and Conditions, and that responsibility continues through and until Final Acceptance of all work is issued by the County and this permit is closed out.
Contractor	Entire work area	The Contractor is responsible for any and all stormwater management and erosion and sediment controls, including any controls not shown on the Construction Drawings. This responsibility includes the installation and maintenance of all stormwater management and erosion and sediment control measures in accordance with Contract Drawings and Contract Documents.
Contractor	Entire work area	The Contractor is responsible for conducting all inspections and submitting all reports required to comply with the 20-CP permit and SWPPP. This includes all inspections and reporting during periods of inactivity.
Contractor	Entire work area	The Contractor is responsible for all turbidity monitoring and reporting. This includes monitoring and reporting during periods of inactivity. Section I of the Turbidity Monitoring Reports shall reflect that the Contractor is the responsible party for submitting the reports, and include the County's NPDES Number.
County	Plans and Specifications	The County has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications. The County's responsibility is limited to control of these plans and specifications only.

[Insert or delete rows as necessary.]

SECTION 2: NATURE OF CONSTRUCTION ACTIVITIES (Part III.F.2.c of the permit)

2.1 Project/Site Information

Instructions – Provide basic site information.

Provide the nearest cross street if a physical address is unavailable.
The Latitude and Longitude Coordinates must be in Decimal Degrees.

Project Name and Address

Project/Site Name: Glen Echo Relief Sewer – Lodge Forest Rd to Sparrows Point Boulevard & Vicinity

Project Street/Location: From Lodge Forest Road to Sparrows Point Road along North Point

City: Edgemere

State: Maryland

ZIP Code: 21219

County or Similar Subdivision: Baltimore County

Business days and hours for the project: Mon-Fri / 7:00am – 5:00pm

Project Latitude/Longitude

Latitude: 39.231174° N
(decimal degrees)

Longitude: 76.442385° W
(decimal degrees)

Latitude/longitude data source:

☒ Map ☐ GPS ☐ Other (please specify): _____

Additional Project Information

Are you requesting permit coverage as a state or federal entity? Yes ☒ No

Have you received an assigned MDE SF number for the Erosion and Sediment Control Plan?

☐ Yes ☒ No

If yes, please provide the assigned number: N/A

2.2 Discharge Information

Instructions – Include information relating to your site's discharge.

List all the stormwater points of discharge from your site.

Identify each point of discharge with a unique 3-digit ID (e.g., 001, 002).

For each unique point of discharge listed, specify the name of the receiving water of this State that the stormwater directly discharges.

You may have multiple points of discharge to the same receiving water.

Specify whether any waters of this State that you discharge to are listed as impaired.

List the pollutants causing the impairment.

Identify any completed Total Maximum Daily Loads (TMDL) for any of the waters of this State that you discharge to.

List the pollutants for which there is a TMDL.

Indicate whether any water of this State that you discharge to is designated as a Tier II.

Does your project/site discharge stormwater into a Municipal Separate Storm Sewer System (MS4)?

☐ Yes ☒ No

Are there any waters of this State within 50 feet of your project's earth disturbances?

☒ Yes ☐ No

Provide the Watershed Basin Code below. If your project discharges to more than one watershed, please provide all basin codes.

Baltimore Harbor	02130903
------------------	----------

[Include additional rows or delete as necessary.]

Outfall ID	Name of receiving water	Is the receiving water impaired (on the CWA 303(d) list)?	List the pollutants that are causing the impairment	Is there a completed TMDL for this receiving waterbody?	Is this receiving water designated as a Tier II?
TBD	Baltimore Harbor	☒ Yes ☐ No	Nitrogen, Phosphorus, Total Suspended Solids (TSS), PFOs in Fish Tissue, Chlordane in Fish Tissue, Polychlorinated Biphenyls (PCB) in Fish Tissue	☒ Yes ☐ No	☐ Yes ☒ No
[002]	Insert Receiving Waters	☐ Yes ☐ No	Insert Pollutant	☐ Yes ☐ No	☐ Yes ☐ No
[003]	Insert Receiving Waters	☐ Yes ☐ No	Insert Pollutant	☐ Yes ☐ No	☐ Yes ☐ No

[Include additional rows or delete as necessary.]

2.3 Description of the Construction Activities (Part III.F.2.c.i - v of the permit)

Instructions – Provide a general description of the construction activities at your site.

Indicate the size of the property (in acres), the total acreage to be disturbed by the construction activities, and the maximum acreage expected to be disturbed at any one time.

Indicate the type of construction site. Include any demolition activities, and if the predevelopment land use was for agriculture.

Provide a list and description of all pollutant-generating activities.

Examples: paving operations; concrete, paint, and stucco washout and waste disposal; solid waste storage and disposal; and dewatering operations

Indicate for each activity the type of pollutant that will be generated with potential to be discharged in stormwater from your site.

Examples: sediment, fertilizers, pesticides, paints, caulks, sealants, fluorescent light ballasts, contaminated substrates, solvents, fuels

Describe the construction support activities covered by this permit.

Examples: concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas

General Description of Project

Provide a general description of the nature of your construction activities. For any demolition, include the dates of past renovations:

Installation of a 24-inch relief sewer and a short segment of 30-inch pipe will occur entirely beneath existing impervious surfaces extending 5314 feet total. No impervious area is being added. The trench width will be no wider than 8 feet, with most sections expected to be 6 feet wide. The pipes will be installed under an existing trail in North Point State Park along the North Point Spur Trail to the Delmar pump station.

Size of Construction Site

Size of Property: 2.86

Total Acreage Expected to be Disturbed by Construction Activities: 2.78

Maximum Acreage Expected to be Disturbed at Any One Time: 2.78

Type of Construction Site (check all that apply):

- ☐ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☐ Industrial
☐ Institutional ☐ Highway or Road ☒ Utility ☐ Other _____

Will there be demolition of any structure built or renovated before January 1, 1980?

☐ Yes ☒ No

If yes, do any of the structures being demolished have at least 10,000 square feet of floor space? ☐ Yes ☐ No ☐ N/A

Pollutant-Generating Activities (Part III.F.c.vii)

- List and describe all pollutant-generating activities. Indicate for each activity the type of pollutant that will be generated. Consider where potential spills and leaks could occur, and any known hazardous or toxic substances, such as PCBs or asbestos, which will be disturbed during construction.

Pollutant-Generating Activity

(e.g., paving operations; concrete, paint, and stucco washout and waste disposal; solid waste storage and disposal; and dewatering operations)

Pollutants or Pollutant Constituents

(e.g., sediment, fertilizers, pesticides, paints, caulks, sealants, fluorescent light ballasts, contaminated substrates, solvents, fuels)

Pollutant generating activity	Pollutant
Asphalt Saw Cutting/ breaking and removal	Sediment/Slurry
Asphalt placement/washout	Sediment/Slurry
Excavation under paved areas	Sediment from wash out area
Vehicles and equipment	Fuel, oil, and other fluids
Dewatering operations	Sediment/Slurry

[Include additional rows or delete as necessary.]

Construction Support Activities *(only provide if applicable)*

Describe any construction support activities for the project

(e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas)

TBD (to be provided by the Contractors)

Contact information for construction support activity:

Name: TBD (to be provided by the Contractors)

Telephone number: (to be provided by the Contractors)

Email: (to be provided by the Contractors)

Address: (to be provided by the Contractors)

[Repeat as necessary.]

2.4 Sequence and Estimated Dates of Construction Activities (Part III.F.2.c.vi of the permit)

Instructions – Describe the intended construction sequence and duration of major activities.

For each portion or phase of the construction site, include the following:

Commencement and duration of construction activities, including clearing and grubbing, mass grading, demolition activities, site preparation (i.e., excavating, cutting and filling), final grading, and creation of soil and vegetation stockpiles requiring stabilization

Temporary or permanent cessation of construction activities

Temporary or final stabilization of areas of exposed soil

Removal of temporary stormwater controls and construction equipment or vehicles, and cessation of any pollutant-generating activities

Phase I

Installation of Relief Sewer	
Estimated Start Date of Construction Activities for this Phase	7/1/2026 TBD (to be provided by the Contractors)
Estimated End Date of Construction Activities for this Phase	7/1/2028 TBD (to be provided by the Contractors)
Estimated Date(s) of Application of Stabilization Measures for Areas of the Site Required to be Stabilized	7/1/2027 TBD (to be provided by the Contractors)
Estimated Date(s) when Stormwater Controls will be Removed	7/1/2028 TBD (to be provided by the Contractors)

**This is a standard template for all open cut utility work throughout the project which is all within paved surfaces.

2.5 Authorized Non-Stormwater Discharges (Part III.F.2.e of the permit)

Instructions - Identify all authorized sources of non-stormwater discharges.

- a. Discharges from emergency fire-fighting activities;
- b. Landscape irrigation;
- c. Water used to wash vehicles and equipment, if there is no discharge of soaps, solvents, or detergents used for such purposes;
- d. Water used to control dust;
- e. External building washdown, provided soaps, solvents, and detergents are not used, and external surfaces do not contain hazardous substances (as defined in Appendix A) (e.g., paint or caulk containing polychlorinated biphenyls (PCBs));
- f. Pavement wash waters – if spills or leaks of toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used. You are prohibited from directing pavement wash waters directly into any Waters of this State, storm drain inlet, or stormwater conveyance, unless the conveyance is connected to a sediment basin, sediment trap, or similarly effective control;
- g. Uncontaminated air conditioning or compressor condensate;
- h. Uncontaminated, non-turbid discharges of ground water or spring water;
- i. Foundation or footing drains where flows are not contaminated with process materials such as solvents or contaminated ground water; and
- j. Construction dewatering water discharged in accordance with Part III.A.4.

List of Authorized Non-Stormwater Discharges Present at the Site

Type of Authorized Non-Stormwater Discharge <i>You are required to identify the locations of these authorized non-stormwater discharges on your site map.</i>	Present at the construction site?
Discharges from emergency fire-fighting activities	☐ Yes ☒ No
Landscape irrigation;	☐ Yes ☒ No
Waters used to wash vehicles and equipment	☐ Yes ☒ No
Water used to control dust	☐ Yes ☒ No
Potable water including uncontaminated water line flushing (requires separate "HT" permit)	☐ Yes ☒ No
External building washdown (soaps/solvents are not used, and external surfaces do not contain hazardous substances)	☐ Yes ☒ No
Pavement wash waters	☐ Yes ☒ No
Uncontaminated air conditioning or compressor condensate	☐ Yes ☒ No
Uncontaminated, non-turbid discharges of ground water or spring water	☒ Yes ☐ No
Construction dewatering water	☒ Yes ☐ No

SECTION 3: DEWATERING AND USE OF CHEMICAL TREATMENT (Part III.F.2.c of the permit)

3.1 Dewatering Practices

Instructions – Describe any dewatering practices

Include a description of all dewatering practices that are installed and maintained at the construction site.

Excavations

Trenches

Foundations

Vaults or other similar points of accumulation

General

Use a sump pump during trenching activities along with the use of a filter bag.

Contractor to update.

Specific Dewatering Practices

Sump pump	
Description: Place a sump pump in trench to dewater below pipe bedding material.	
Installation	Throughout job as needed
Maintenance Requirements	Change filter material, see ESC details.

3.2 Chemical Treatment

Instructions - If you are using treatment chemicals at your site, provide details in the tables below

Complete the tables with all applicable requested information.

Attach copies of applicable manufacturer's specifications regarding the use of your specific treatment chemicals and/or chemical treatment systems.

Refer to the Maryland List of Pre-Approved Flocculants available on MDE's website.

Receive approval from the Department prior to the use of Cationic Chemicals.

Will this site use treatment chemicals? ☐ YES ☒ NO

Soil Types

List all the soil types (include soil types expected to be found in fill material) that are expected to be exposed during construction in areas of the project that will drain to chemical treatment systems:

N/A – no exposed areas will drain to chemically treated areas

Treatment Chemicals

List all treatment chemicals that will be used at the site and explain why these chemicals are suited to the soil characteristics:

N/A – no treatment chemicals will be used

Special Controls for Cationic Treatment Chemicals

N/A – Cationic chemicals will not be used

Training on Use of Additives

N/A – Additives will not be used

SECTION 4: POLLUTION PREVENTION STANDARDS (Part III.A.3 of the Permit)

4.1 Potential Sources of Pollution

Instructions – Describe all pollutant generating activities

Identify and describe all pollutant-generating activities at your site

Paving operations

Concrete

Paint

Stucco washout and waste disposal

Solid waste storage and disposal

For each pollutant generating activity, include an inventory of pollutants or pollutant constituents associated with that activity that may be exposed to rainfall or snowmelt.

Sediment

Fertilizers and/or pesticides

Paints

Solvents

Fuels

Construction Site Pollutants

You must consider where potential spills and leaks could occur that contribute pollutants to stormwater discharges, and any known hazardous or toxic substances, such as PCBs and asbestos that will be disturbed or removed during construction.

Pollutant-Generating Activity	Pollutants or Pollutant Constituents (that could be discharged if exposed to stormwater)	Location on Site (or reference SWPPP site map where this is shown)
Trenching and excavation	Sediment and slurry	On Spur Trail
Asphalt cutting and paving operations	Asphalt grindings and millings, dust, associated chemical residues	Along highway and Spur Trail
Dewatering activities	Slurry	Along highway and Spur Trail
Vehicle and equipment operations	Diesel fuel, gasoline, oil, hydraulic fluids, lubricants, grease, coolants, antifreeze, etc	Throughout project area

Misc construction chemicals	Adhesives, sealants, primers, curing compounds, coatings, cleaning agents, solvents, etc	Throughout project area
Solid debris and liquid waste	Solid debris, trash and litter, and sanitary wastewater	Throughout project area

4.2 Spill Prevention and Response

Spill prevention and response procedures (see Part I.D.5 and Part III.A.3.c.iv of the permit). You must include the following:

- o Procedures for expeditiously stopping, containing, and cleaning up spills, leaks, and other releases. Identify the name or position of the employee(s) responsible for detection and response of spills or leaks; and
- o Procedures for notification of appropriate facility personnel, emergency response agencies, and regulatory agencies where a leak, spill, or other release containing a hazardous substance or oil in an amount equal to or in excess of a reportable quantity consistent with Part III.A.3.f. and established under either 40 CFR 110, 40 CFR 117, or 40 CFR 302, occurs during a 24-hour period (see Part III.A.3.f). Contact information must be in locations that are readily accessible and available to all employees. You may also reference the existence of Spill Prevention Control and Countermeasure (SPCC) plans developed for the construction activity under Part 311 of the CWA, or spill control programs otherwise required by an NPDES permit for the construction activity, provided that you keep a copy of that other plan on site.

Spill kits will be maintained onsite, and designated personnel will be responsible for promptly stopping, containing, and cleaning up any spills or leaks, as well as ensuring timely notifications.
Contractor to update.

4.3 Fueling and Maintenance of Equipment or Vehicles (Part III.A.3.a in the Permit)

Instructions – Describe fueling and maintenance practices Describe equipment/vehicle fueling and maintenance practices that will be implemented to eliminate the discharge of spilled or leaked chemicals - Secondary containment - Spill berms - Decks - Spill containment pallets - Spill kits
--

General

Maintenance will be performed only in paved areas and limited to what is necessary to allow for offsite transport for full servicing.

Contractor to update.

Specific Pollution Prevention Practices

Provide pollution prevention practice	
Description: Contractor to describe practice to be installed	
Installation	Insert Approximate Date of installation
Maintenance Requirements	Describe maintenance requirements for the pollution prevention practice

Specific Pollution Prevention Practices

Provide pollution prevention practice	
Description: Contractor to describe practice to be installed	
Installation	Insert Approximate Date of installation
Maintenance Requirements	Describe maintenance requirements for the pollution prevention practice

Specific Pollution Prevention Practices

Provide pollution prevention practice	
Description: Contractor to describe practice to be installed	
Installation	Date of installation
Maintenance Requirements	Describe maintenance requirements for the pollution prevention practice

[Repeat as needed.]

4.4 Washing of Equipment and Vehicles (Part III.A.3.b in the Permit)

Instructions – Describe washing practices

Describe equipment/vehicle washing practices that will be used to minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other types of wash waters

Locate activities away from waters of this State and stormwater inlets or conveyances

Direct wash waters to a sediment basin or sediment trap

Use filtration devices

filter bags or sand filters

Use other effective controls

Describe how you will prevent the discharge of soaps, detergents, or solvents

Plastic sheeting

Temporary roofs

Other method of design to prevent the discharge of pollutants from these areas

General

N/A - Washing will be performed offsite.

Specific Pollution Prevention Practices

Provide pollution prevention practice

Description: Contractor to describe practice to be installed

Installation

Date of installation

Maintenance Requirements

Describe maintenance requirements for the pollution prevention practice

[Repeat as needed.]

4.5 Storage, Handling, and Disposal

Instructions – Describe storage, handling, and disposal of building products, materials, and wastes

Asphalt sealants, copper flashing, roofing materials, adhesives, concrete admixtures, gravel and mulch stockpiles

Pesticides, herbicides, insecticides, fertilizers, and landscape materials

Diesel fuel, oil, hydraulic fluids, other petroleum products, and other chemicals

Hazardous or toxic waste, paints, solvents, petroleum-based products, wood preservatives, additives, curing compounds, acids

Construction and Domestic Waste, packaging materials, scrap construction materials, masonry products, timber, pipe and electrical cuttings, plastics, styrofoam, concrete, and other trash or building materials

Sanitary waste

Describe used applicator and container washing

Paint, Concrete or Other Materials

Describe pollution prevention for the use of fertilizers

Describe any additional pollution prevention practices

4.5.1 Building Products (Part III.A.3.c.i in the Permit)

General

Building and construction materials will be stored under cover or on spill pallets to prevent contact with rain or snow. Materials will be managed to avoid pollutant discharge, and all used materials and products will be collected and disposed of per applicable regulations.

Contractor to update.

Specific Pollution Prevention Practices

Provide pollution prevention practice	
Description: Contractor to describe practice to be installed	
Installation	Insert Approximate Installation date
Maintenance Requirements	Describe maintenance requirements for the pollution prevention practice

[Repeat as needed.]

4.5.2 Pesticides, Herbicides, Insecticides, Fertilizers, and Landscape Materials (Part III.A.3.c.ii in the Permit)

General

Provide a general description of storage, handling and disposal of pesticides, herbicides, insecticides, fertilizers, and landscape materials

N/A – None anticipated.

Specific Pollution Prevention Practices

Provide pollution prevention practice

Description: Contractor to describe practice to be installed

Installation

Date of installation

Maintenance Requirements

Describe maintenance requirements for the pollution prevention practice

[Repeat as needed.]

4.5.3 Diesel Fuel, Oil, Hydraulic Fluids, Other Petroleum Products, and Other Chemicals (Part III.A.3.c.iii in the Permit)

General

Diesel fuel, oil, hydraulic fluids, and other chemicals will be stored in water-tight containers at the staging area with secondary containment (e.g., spill berms, decks, or spill pallets) to prevent contact with stormwater. Spill kits will be maintained on site, and any spills will be cleaned immediately using dry methods with proper disposal of used materials.

Contractor to update.

Specific Pollution Prevention Practices

Provide pollution prevention practice

Description: Contractor to describe practice to be installed

Installation

Date of installation

Maintenance Requirements

Describe maintenance requirements for the pollution prevention practice

[Repeat as needed.]

4.5.4 Hazardous or Toxic Waste (Part III.A.3.c.iv in the Permit)

General

Hazardous or toxic materials are not expected on site; if limited amounts are needed, they will be stored in sealed, labeled containers with secondary containment and promptly removed for proper disposal. These materials will only be kept on site for the duration of their use and will be promptly removed and disposed of through approved handling, transportation, and disposal methods in compliance with all regulations.

Contractor to update.

Specific Pollution Prevention Practices

Provide pollution prevention practice

Description: Contractor to describe practice to be installed

Installation	Date of installation
---------------------	----------------------

Maintenance Requirements	Describe maintenance requirements for the pollution prevention practice: TBD
---------------------------------	--

[Repeat as needed.]

4.5.5 Construction and Domestic Waste (Part III.A.3.c.v in the Permit)

General

Construction and domestic waste, including scrap materials, packaging, plastics, and demolition debris, will be placed in covered or lidded containers of sufficient size to prevent overflow. Containers will remain closed when not in use, used or spent materials will be collected and disposed of regularly, and any overflow or loose debris will be cleaned up immediately to prevent contact with stormwater.

Contractor to update.

Specific Pollution Prevention Practices

Provide pollution prevention practice

Description: Contractor to describe practice to be installed

Installation	Date of installation
---------------------	----------------------

Maintenance Requirements	Describe maintenance requirements for the pollution prevention practice
---------------------------------	---

[Repeat as needed.]

4.5.6 Sanitary Waste (Part III.A.3.c.vi in the Permit)

General

Portable toilets will be positioned on stable ground, secured to prevent tipping, and placed away from stormwater inlets and conveyances.
Contractor to update.

Specific Pollution Prevention Practices

Provide pollution prevention practice	
Description: Contractor to describe practice to be installed	
Installation	Date of installation
Maintenance Requirements	Describe maintenance requirements for the pollution prevention practice

[Repeat as needed.]

4.5.7 Washing of Applicators and Containers used for Paint, Concrete or Other Materials (Part III.A.3.d in the Permit)

General

Wash water from concrete or paint cleanup will be contained in leak-proof containers to prevent discharge, with hardened residues disposed of with other construction debris. Washout activities will be located away from stormwater inlets and conveyances.
Contractor to update.

Specific Pollution Prevention Practices

Provide pollution prevention practice	
Description: Contractor to describe practice to be installed	
Installation	Date of installation

Maintenance Requirements	Describe maintenance requirements for the pollution prevention practice
---------------------------------	---

[Repeat as needed.]

4.5.8 Fertilizers (Part III.A.3.e in the Permit)

General

While not anticipated, if fertilizers are used, they will be applied only as needed and in accordance with manufacturer specifications, avoiding application before rainfall, on frozen ground, or near stormwater conveyances.

Contractor to update.

Specific Pollution Prevention Practices

Provide pollution prevention practice	
Description: Contractor to describe practice to be installed	
Installation	Date of installation
Maintenance Requirements	Describe maintenance requirements for the pollution prevention practice

[Repeat as needed for individual fertilizer practices.]

4.5.9 Releases in Excess of Reportable Quantities. (Part III.A.3.f in the Permit)

Discharges of hazardous substances and oil resulting from on-site spills are not authorized by this permit. (Part I.D.5). In the event of a discharge resulting from a spill of hazardous substances or oil from a construction site (Parts III.A.3.c.iii and Part III.A.3.c.iv), where the release is an amount equal to or in excess of a reporting quantity established under either 40 CFR Part 110, 40 CFR Part 117, or 40 CFR Part 302, occurring during a 24 hour period:

i. You shall notify the National Response Center (NRC) as soon as you have knowledge of the discharge in accordance with the requirements of 40 CFR Part 110, 40 CFR Part 117, and 40 CFR Part 302;

- 1-800-424-8802 or
- 202-267-2675 (in the Washington, DC metropolitan area)

ii. You shall notify the Maryland Department of the Environment as soon as you have knowledge of the discharge;

- Between 8AM and 5PM at 410-537-3510
- All other hours at (866) 633-4686

You must also, within seven (7) calendar days of knowledge of the release, provide a description of the release, the circumstances leading to the release, and the date of the release to the Department's compliance program. Local requirements may necessitate additional reporting of spills or discharges to local emergency response, public health, or drinking water supply agencies. No condition of this general permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

SECTION 5: INSPECTION, MAINTENANCE, AND CORRECTIVE ACTION

5.1 Inspection Personnel and Procedures (Part III.C of the Permit)

Instructions – Describe inspection procedures Personnel Responsible Inspection schedule Record daily rainfall (See Appendix VI)

Personnel Responsible for Inspections	
Name	TBD (to be provided by the Contractor)
Certificate of attendance for a Responsible Personnel Training Program ☐ Yes ☐ No ☐ N/A	Insert date received certificate of attendance or attendance date
Has the Approval Authority waived the Certificate of Training requirement?	☐ Yes ☐ No ☐ N/A

[Repeat as needed.]

Inspection Schedule

Standard Frequency:
☐ Every 7 calendar days ☐ Every 14 days and within 24 hours of a 0.25" rain or the occurrence of runoff from snowmelt sufficient to cause a discharge
Increased Frequency (if applicable):
For areas of sites discharging to sediment or nutrient-impaired waters or to waters designated as Tier II. ☒ Every 4 business days and within 24 hours of a 0.25" rain
Rain Gauge Location (if applicable)
Contractor to specify location(s) of rain gauge used to determine a rain event

--

Inspection Report Forms

Contractor will document inspections on an inspection form. MDEs Construction Activity Inspection Form is available at:
<https://mde.maryland.gov/programs/water/wwp/Documents/14GP/14GP-Inspection-Form.doc>

5.2 Corrective Action (Part III.D of the Permit)

Instructions – Describe correction action
--

Describe the procedures for taking corrective action in compliance
--

Personnel Responsible for Corrective Actions

Name and Title: TBD (to be provided by Contractor)

Telephone number: Insert Phone Number (to be provided by Contractor)

Email: Insert email (to be provided by Contractor)

Area of site responsible for: Insert Text (to be provided by Contractor)

[Repeat as needed.]

Corrective Action Forms

Insert a copy of any correction action forms to be used (to be provided by Contractor)

SECTION 6: TRAINING (Part III.E of the Permit)

Instructions – Describe training

The following personnel, at a minimum, must receive training, and therefore should be listed individually in the table below:

Personnel who are responsible for the design, installation, maintenance, and repair of stormwater controls

Personnel responsible for the application and storage of treatment chemicals

Personnel who are responsible for conducting inspections

Personnel who are responsible for taking corrective actions

Personnel who are responsible for spill response

Personnel must be trained to understand the following if related to the scope of their job duties:

The permit deadlines associated with installation, maintenance, and removal of stormwater controls and with stabilization;

The location of all stormwater controls on the site required by this permit, and how they are to be maintained;

The proper procedures to follow with respect to the permit's pollution prevention requirements; and

When and how to conduct inspections, record applicable findings, and take corrective actions.

Document all training.

Documentation for Completion of Training

Name	Describe Training	Completion date
TBD for selected contractor	Insert Text	Completion date

[Repeat as needed.]

SECTION 7: EROSION AND SEDIMENT CONTROLS (Part III.F.f.i)

General Instructions – Describe the erosion and sediment controls

This section is included for your use. However, you may refer to your approved E&SC rather than list everything in this plan. Focus on areas not addressed by the E&SC.

Describe any applicable stormwater control design specifications

Include references to any manufacturer specifications and/or erosion and sediment control manuals/ordinances relied upon

Describe any routine stormwater control maintenance specifications.

Describe the projected schedule for stormwater control installation/implementation.

7.1 Stream Protection Zone (Natural Buffers or Equivalent Sediment Controls) (Part III.F.f.ii)

Instructions – Indicate buffer(s)

This section only applies to you if a water of this State is located within 50 feet of your site's earth disturbances (or 100 feet if the watershed is considered a Tier II).

Describe the compliance alternative that was chosen to meet the buffer requirements

Include any required documentation supporting the alternative selected.

The compliance alternative selected must be maintained throughout the duration of permit coverage.

If you select a different compliance alternative during your period of permit coverage, you must modify your SWPPP to reflect this change.

Buffer Compliance Alternatives

Are there any disturbance within the Stream Protection Zone? ☐ YES ☒ NO

Check the compliance alternative that you have chosen:

- ☒ (i) I will provide and maintain a 50-foot (100-foot average within a Tier II) undisturbed natural buffer.

(Note (1): You must show the 50-foot boundary line of the natural buffer on your site map.)

(Note (2): You must show on your site map how all discharges from your construction disturbances through the natural buffer area will first be treated by the site's erosion and sediment controls. Also, show on the site map any velocity dissipation devices used to prevent erosion within the natural buffer area.)

- ☐ (ii) I will provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by additional erosion and sediment controls, which in combination achieves the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.

(Note (1): You must show the boundary line of the natural buffer on your site map.)

(Note (2): You must show on your site map how all discharges from your construction disturbances through the natural buffer area will first be treated by the site's erosion

and sediment controls. Also, show on the site map any velocity dissipation devices used to prevent erosion within the natural buffer area.)

7.2 Perimeter Controls (Part III.F.f.ii)

Instructions – Describe sediment controls

Provide a description of sediment controls that are along the perimeter areas of the site.

silt fences

filter berms

temporary diversion dikes

fiber rolls

If you have determined that the use of perimeter controls is infeasible, list other practices implemented.

General

Refer to ESC Plans, Details, and Notes approved for sediment control 3-1-23.

Contractor to update.

Specific Perimeter Controls

TBD by Contractor: Insert name of perimeter control to be installed

Description: Indicate specific controls that will be installed and made operational prior to earth disturbance: TBD

Installation	Insert date of installation
Maintenance Requirements	Insert maintenance requirements for the perimeter control.

[Repeat as needed for individual perimeter controls.]

7.3 Sediment Track-Out (Part III.F.f.ii)

Instructions – Describe controls used to minimize sediment track-out

Describe location(s) of vehicle exit(s).
Describe procedures to remove accumulated sediment off-site.
 vehicle tracking
Describe stabilization practices.
 stone pads
 wash racks
 both stone pads and wash racks
Describe the design, installation, and maintenance specifications for each control.

General

Refer to ESC Plans, Details, and Notes approved for sediment control 3-1-23.

Contactor to update.

Specific Track-Out Controls

TBD by Contractor: Insert name of trackout control to be installed	
Description: Insert description of trackout control to be installed: TBD	
Installation	Insert date of installation
Maintenance Requirements	Insert maintenance requirements for the trackout control

[Repeat as needed for individual track-out controls.]

7.4 Site Stabilization

Instructions – Describe site stabilization

Describe the specific vegetative and/or non-vegetative practices that will be used to stabilize exposed soils where construction activities have temporarily or permanently ceased.
 Avoid using impervious surfaces for stabilization whenever possible.
 Delayed stabilization
 Record stabilization data (See Appendix V)

- Stabilization measures (see Part III.A.2.f). You must include the following:

- o The specific vegetative and/or non-vegetative practices that will be used;
- o The stabilization deadline that will be met in accordance with Part III.A.2.f;
- o If complying with deadlines for sites affected by unforeseen circumstances that delay the initiation and/or completion of vegetative stabilization, document the circumstances and the schedule for initiating and completing stabilization.

TBD by Contractor: Insert name of site stabilization practice	
X Vegetative X Non-Vegetative X Temporary X Permanent	
Description: Temporary Asphalt Patch, Permanent Hotmix Asphalt, Seed and Straw	
Installation	Insert installation date
Completion	Insert completion date
Maintenance Requirements	Insert maintenance requirements for the stabilization practice

[Repeat as needed for additional stabilization practices.]

If unforeseen circumstances have delayed the initiation and/or completion of vegetative stabilization, please provide a description below:

TBD by Contractor

Provide the name(s) of approval authority and/or MDE Inspector contacted and date(s) contacted:

List the approved authority contacted: TBD	List the date the approval authority was contacted
--	--

[Repeat as needed.]

7.5 Stockpiled Sediment or Soil

Instructions – Describe controls to minimize discharge of sediment from stockpiles

Describe stormwater controls and other measures you will take to minimize the discharge of sediment or soil particles from stockpiled sediment or soil.

Include a description of structural practices

Diversions

Berms

Ditches

Storage basins

Describe the design, installation, and maintenance specifications, used to divert flows from stockpiled sediment or soil, retain or detain flows, or otherwise limit exposure and the discharge of pollutants from stockpiled sediment or soil.

For piles that will be unused for 14 or more days, describe what cover or other appropriate temporary stabilization.

Describe any controls or procedures used to minimize exposure resulting from adding to or removing materials from the pile.

General

If present, stockpiles will be contained within the limits of disturbance.

Refer to ESC Plans, Details, and Notes approved for sediment control 3-1-23.

Contractor to update.

Specific Stockpile Controls

TBD by Contractor: Insert name of stockpile control to be installed

Description: Insert description of stockpile control to be installed: TBD

Installation	Insert date of installation
Maintenance Requirements	Insert maintenance requirements for the stockpile control

[Repeat as needed for individual stockpile controls.]

7.6 Minimize Dust

Instructions – Describe controls used to minimize dust.

Describe controls you will use to minimize the generation of dust.

List the procedures you will use at your site to minimize the generation of dust.

General

Contractor to describe.

Specific Dust Controls

TBD by Contractor: Insert name of dust control to be installed	
Description: Insert description of dust control to be installed	
Installation	Insert date of installation
Maintenance Requirements	Insert maintenance of requirements for the dust control

7.7 Minimize Steep Slope Disturbances

Not anticipated, contractor to add if needed.

7.8 Topsoil

Not anticipated, contractor to add if needed.

7.9 Soil Compaction

Instructions – Describe controls for final vegetative stabilization or installation of infiltration practices Describe the controls, including design, installation, and maintenance specifications Restrict vehicle or equipment access Condition the soil for seeding or planting

General

Refer to approved Plans (Job Order No. 231-201-0077-7252) for further details.
Contractor to update.

Specific Soil Compaction Controls

TBD by Contractor: Insert name of soil compaction control to be installed
Description: Insert description of soil compaction control to be installed

Installation	Insert date of installation
Maintenance Requirements	Insert maintenance requirements for the soil compaction control

[Repeat as needed for individual soil compaction controls.]

7.10 Storm Drain Inlets

Instructions – Describe controls to protect inlets Describe design, installation and maintenance specifications Inserts Rock-filled bags Block and gravel
--

General

Refer to approved Plans (Job Order No. 231-201-0077-7252) for further details.
Contractor to update.

Specific Storm Drain Inlet Controls

TBD by Contractor: Insert name of storm drain inlet control to be installed	
Description: Insert description of storm drain inlet control to be installed: TBD	
Installation	Insert date of installation
Maintenance Requirements	Insert maintenance requirements for the storm drain inlet control

[Repeat as needed for individual storm drain inlet controls.]

7.11 Compliance with Other Requirements

- i. *Threatened and Endangered Species Protection.* Include documentation required in Part III.A.2.n supporting your eligibility with regard to the protection of State threatened and endangered species and designated critical habitat.
- ii. *Safe Drinking Water Act Underground Injection Control (UIC) Requirements for Certain Subsurface Stormwater Controls.* If you are using any of the following stormwater controls at your site, document any contact you have had with the Department for implementing the requirements for underground injection wells in the Safe Drinking Water Act and EPA's implementing regulations at 40 CFR 144 - 147. Such controls would generally be considered Class V UIC wells:
- iii. *Infiltration trenches (if stormwater is directed to any bored, drilled, driven shaft or dug hole that is deeper than its widest surface dimension, or has a subsurface fluid distribution system);*
- iv. *Commercially manufactured pre-cast or pre-built proprietary subsurface detention vaults, chambers, or other devices designed to capture and infiltrate stormwater flow; and*
- v. *Drywells, seepage pits, or improved sinkholes (if stormwater is directed to any bored, drilled, driven shaft or dug hole that is deeper than its widest surface dimension, or has a subsurface fluid distribution system).*

SECTION 8: CERTIFICATION AND NOTIFICATION

Instructions – Certification statement

The following certification statement must be signed and dated by a person who meets the requirements.

This certification must be re-signed in the event of a SWPPP Modification.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name and Title:		
Signature and Date:		

[Repeat as needed for multiple construction operators at the site.]

SECTION 9: Appendices

9.1 Amendment Log

Use the table below to record any SWPPP Amendments.

No.	Description of the Amendment	Date of Amendment	Amendment Prepared by [Name(s) and Title]

9.2 Site Maps (Part III.F.2.d of the permit)

Instructions – Attach site maps

For most projects, a series of site maps is necessary and recommended.

The first should show the undeveloped site and its current features.

An additional map or maps should be created to show the developed site or, for more complicated sites, show the major phases of development.

Site maps must include the following features:

- Boundaries of the property;

- Locations where earth-disturbing activities will occur, noting any phasing of construction activities and any demolition activities;

- Approximate slopes before and after major grading activities;

- Note areas of steep slopes

- Locations where sediment, soil, or other construction materials will be stockpiled;

- Locations of any crossings of waters of this State;

- Designated points where vehicles will exit onto paved roads;

- Locations of structures and other impervious surfaces upon completion of construction; and

- Locations of on-site and off-site construction support activity areas covered by this permit.

Locations of all waters of this State, including wetlands, on your site and within one mile downstream of the site's discharge point.

- Indicate which waterbodies are listed as impaired

- Indicate which are identified as Tier II waters

Areas of federally listed critical habitat for endangered or threatened species within the site and/or at discharge locations.

Type and extent of pre-construction cover on the site

- Examples: vegetative cover, forest, pasture, pavement, structures

- Drainage pattern(s) of stormwater and authorized non-stormwater before and after major grading activities.

Stormwater and authorized non-stormwater discharge locations, including:

- Locations where stormwater and/or authorized non-stormwater will be discharged to storm drain inlets; and

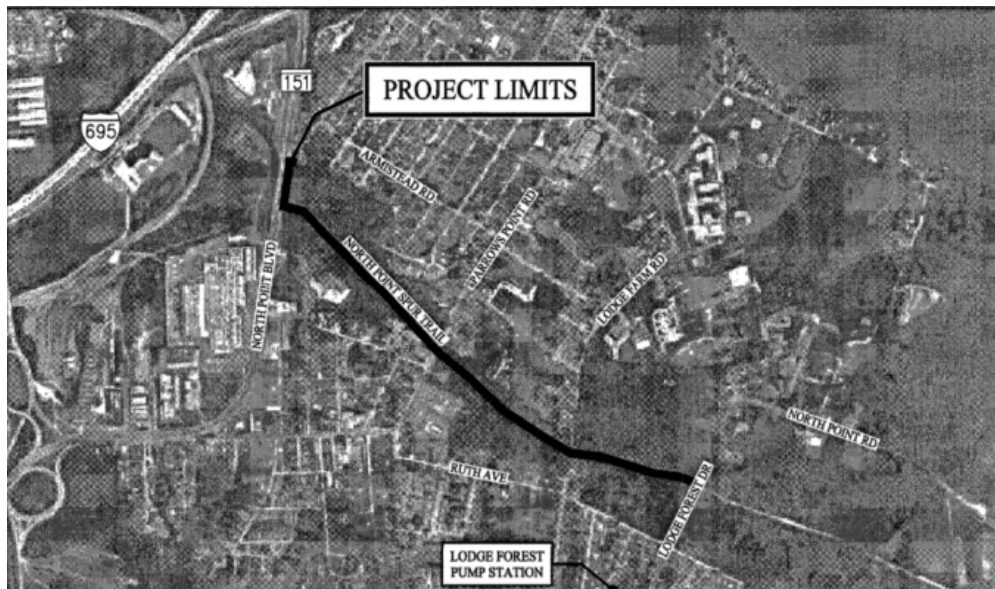
- Locations where stormwater or allowable non-stormwater will be discharged to waters of this State (including wetlands).

- Locations of all potential pollutant-generating activities.

- Locations of stormwater controls, including natural buffer areas and any shared controls utilized to comply with the permit.

- Locations where polymers, flocculants, or other treatment chemicals will be used and stored.

In addition to the overview maps below, refer to the approved Erosion and Sediment Control Plans (Job Order No. 231-201-0077-7252), approved for sediment control on 3-2-23.



9.3 Sample Subcontractor Certifications/Agreements

You may use the sample below as a template to record any subcontractor agreements.

SUBCONTRACTOR CERTIFICATION STORMWATER POLLUTION PREVENTION PLAN

Project Number: TBD (to be provided by Contractor)

Project Title: TBD (to be provided by Contractor)

Operator(s): TBD (to be provided by Contractor)

As a subcontractor, you are required to comply with the Stormwater Pollution Prevention Plan (SWPPP) for any work that you perform on-site. Any person or group who violates any condition of the SWPPP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the SWPPP. A copy of the SWPPP is available for your review at the office trailer.

Each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

I certify under the penalty of law that I have read and understand the terms and conditions of the SWPPP for the above designated project and agree to follow the practices described in the SWPPP.

This certification is hereby signed in reference to the above-named project:

Company: TBD (to be provided by Contractor)

Address:

Telephone Number:

Type of construction service to be provided:

Signature:

Title:

Date:

9.4 Cationic Chemical Treatment Approval Form

Not anticipated; however, contractor to follow steps below if cationic chemicals are used.

Use the form found on the construction website for approval for the use of Cationic Chemical Additives: https://mde.maryland.gov/programs/water/wwp/Pages/gp_construction.aspx

When submitting for the approval of Cationic Chemical Additives, the form must be accompanied with the information contained in section 4.12 of the SWPPP. The approval authority may request additional information.

Remember that final approval from the appropriate authority must be received prior to the use of Cationic Chemical Additives.

9.5 Grading and Stabilization Activities Log

Contractor to use the table below to record any grading/stabilization activities.

Date Grading Activity Initiated	Description of Grading Activity	Description of Stabilization Measure and Location	Date Grading Activity Ceased (Temporary or Permanent)	Date When Stabilization Measures Initiated
Date	TBD		Date ☐ Temporary ☐ Permanent	Date
Date			Date ☐ Temporary ☐ Permanent	Date
Date			Date ☐ Temporary ☐ Permanent	Date
Date			Date ☐ Temporary ☐ Permanent	Date

9.6 Rainfall Log

Contractor to use the table below to record the rainfall gauge readings at the beginning and end of each workday.

Month/Year			Month/Year			Month/Year		
Day	Start time	End time	Day	Start time	End time	Day	Start time	End time
1			1			1		
2			2			2		
3			3			3		
4			4			4		
5			5			5		
6			6			6		
7			7			7		
8			8			8		
9			9			9		
10			10			10		
11			11			11		
12			12			12		
13			13			13		
14			14			14		
15			15			15		
16			16			16		
17			17			17		
18			18			18		
19			19			19		
20			20			20		
21			21			21		
22			22			22		
23			23			23		
24			24			24		

Month/Year			Month/Year			Month/Year		
Day	Start time	End time	Day	Start time	End time	Day	Start time	End time
25			25			25		
26			26			26		
27			27			27		
28			28			28		
29			29			29		
30			30			30		
31			31			31		

9.7 SWPPP Training Log

Contractor may use the template below to record personnel training.

Stormwater Pollution Prevention Training Log

Project Name:
Project Location:
Instructor's Name(s):
Instructor's Title(s):

Course Location	Date	Course Length (hours)

Stormwater Training Topic: *(check as appropriate)*

- | | |
|--|---|
| ☐ Sediment and Erosion Controls | ☐ Emergency Procedures |
| ☐ Stabilization Controls | ☐ Inspections/Corrective Actions |
| ☐ Pollution Prevention Measures | ☐ Other: _____ |

Specific Training Objective:

Attendee Roster:

No.	Name of Attendee	Company
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

(attach additional pages as necessary)

SECTION-IV
PROPOSAL

DESCRIPTION OF WORK

Bid Opening via Teleconference WebEx Tuesday, October 7, 2025 at 10:30 a.m. EST via Webex. Phone-In (Audio Only) 1-415-655-0001, Access Code 2317 983 7536##.

Begin Work Within Fifteen (15) Days After NOTICE TO PROCEED

Calendar Days for Completion: Three Hundred and Eighty Two (382) CALENDAR DAYS

If Contractor fails to complete the Contract within the required “Days for Completion”, the following Liquidated Damages will be paid by the Contractor for each Calendar Day thereafter:

Day 1 through Day 30 - \$1,000 per Calendar Day
Day 31 through Day 60 - \$2,500 per Calendar Day
Day 61 and thereafter - \$6,000 per Calendar Day

Cost Group “F (\$5,000,001 to \$10,000,000)” (Prequalified contractors with a Cost Group restriction must bid within the dollar amount stated on their Certificate of Prequalification).

Work Classification: F-1

TO BALTIMORE COUNTY, MARYLAND: Work includes, but is not limited to; mobilization; clearing and grubbing; demolition if required; construction of approximately 5,319 LF of 24-inch and 30-inch ductile iron pipe (DIP); construction of 16 pre-cast concrete sanitary sewer manholes ranging in size from 48- to 84-inch totaling approximately 269 VF; traffic control; all related excavation, shoring, dewatering, backfill; base and surface pavement replacement; landscaping and restoration of all disturbed surfaces; testing; demobilization. **Edgemere – District 15c7.**

The following listed Drawing Number(s) are collectively the “Drawings”, and are hereby incorporated in the Contract.

<u>Job Order Number</u>	<u>Workday Number</u>	<u>Drawing Number(s)</u>
231-201-0077-7252	010777252	2022-1386 through 2022-1407

A pre-bid meeting **ONLY** for the Prevailing Wage Rate and Local Hiring requirements and MBE/WBE requirements will be held on Wednesday, September 24, 2025 at 11:00 a.m. EST via WebEx. *Phone-In (Audio Only)* – 1-415-655-0001, Access Code 2315 733 7194## *Video Conference* – Meeting Number 2315 733 7194#, Password rhPP79ynWx9, go to <https://signin.webex.com/join>, or for the WebEx link go to www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations

NOTE: No successful bidder may withdraw their bid within NINETY (90) days after the opening thereof.

The Contractor hereby declares that it has carefully examined the solicitation, plans and specifications, form of contract, Special Provisions and Drawings (collectively the “Contract Documents”). The Contractor also hereby declares that it has carefully examined the September 2023 “Standard Specifications for Construction and Materials” and “Standard Details for Construction”, collectively the “Applicable County Law” and any and all Department of Public Works and Transportation revisions thereto as of the date of advertisement. The Contract Documents, the Applicable County Law and the Department of Public Works and Transportation revisions thereto are collectively the “Specifications” and are incorporated herein. Copies of any and all Department of Public Works and Transportation revisions including but not limited to the General Conditions Building Projects, are available online at www.baltimorecountymd.gov/departments/public-works/standards. Also, the Contractor has, to its satisfaction, examined the locality of the proposed work and agrees to furnish all labor, tools, materials, machinery, equipment, and other means of construction called for in the manner provided in the Specifications for the prices shown on the next page(s) and as evidenced by Contractor’s signature on the last page thereof.

SCHEDULE OF PRICES

NOTE: The Bidder shall fill out this Proposal, write in the unit prices in clear numerals, and make the extensions.

For complete information concerning these items, see Specifications and contract forms.

PROPOSAL AFFIDAVIT

1. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of [business]_____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

2. PROPOSAL CERTIFICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGES receipt of the following Addenda (list by number and date):

Accompanying this Proposal is a Bid Bond in an amount of 5% of the bid, the exact amount to be determined by the difference between the low bid and the next lowest bid, if two or more bids are received, or 5% of the bid if one bid is received. This guarantees payment to Baltimore County of the amount thus determined as liquidated damages in case of default in any matter specified as required before award or in any matter resulting in failure to execute and deliver an Agreement, together with Payment and Performance Bonds, after award.

3. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

4. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

5. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

6. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

7. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

8. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, members or partners, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

9. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

The Business affirms that it is aware of, and will comply with, the provisions of Sections 14- 101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

10. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a _____(State) (Corporation), (LLC), (Partnership), (Sole Proprietor/Individual), (Other:_____), that it **is** registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it **is** in good standing in the State of Maryland, and that it **has** filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If none, so state)

(2) Except as validly contested, the Business has paid, or has arranged for payment of, all taxes due the State of Maryland and Baltimore County, and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

11. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

12. NONDISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

13. FOREIGN CONTRACTS

I FURTHER AFFIRM THAT:

The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States. The disclosure shall be made to the Office of Budget and Finance, Purchasing Bureau.

14. MINORITY BUSINESS ENTERPRISE AND FEMALE CONTRACTORS

THIS BUSINESS INTENDS to affirmatively seek out and consider minority business enterprises to participate in this contract as subcontractors and/or suppliers of materials and services.

THE UNDERSIGNED UNDERSTANDS AND AGREES: that any and all subcontracting of supplies and services in connection with this contract, whether undertaken before or after award of contract, will be in accordance with the Minority Business Enterprise and Female Contractor requirement included in the Bid Proposal package and incorporated herein as if fully set forth; and

THE UNDERSIGNED ALSO UNDERSTANDS AND AGREES that no subcontracting will be approved until Baltimore County has reviewed and approved the affirmative actions taken by this firm.

15. REQUIREMENTS FOR EXECUTING AFFIDAVIT & PROPOSAL

The Affidavit must be signed in ink in order for the bid to be accepted and that the Proposal must be typewritten or filled out in ink.

THE UNDERSIGNED ALSO UNDERSTANDS that:

Proposals submitted by an INDIVIDUAL must be signed by an individual.

Proposals submitted by a PARTNERSHIP must be signed by the partner who is legally authorized authority to bind the partnership. Attach a copy of the Partnership Agreement and a duly certified resolution evidencing the authority of the partner so signing on behalf of the partnership.

Proposals submitted by a CORPORATION must be signed by a legally authorized officer of the corporation and attested to by the Corporate Secretary. Attach a copy of the Articles of Incorporation, By-Laws and a duly certified Board Resolution evidencing the authority of the officer so signing on behalf of the corporation.

Proposals submitted by a LIMITED LIABILITY COMPANY must be signed by a legally authorized member of the company and attested to. Attach a copy of the Operating Agreement, Articles of Organization and a duly certified resolution evidencing the authority of the member so signing on behalf of the limited liability company.

NOTE: The contractor may file with the County a list of the names of those officers, partners or members, as applicable, having legal authority to execute documents on behalf of and legally bind the contractor, duly certified, as applicable and legally required, together with the aforesaid corporate documents, which shall remain in full force and effect until such time as the County Department of Public Works and Transportation, Construction Contract Administration is advised in writing to the contrary.

16. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WITNESS/ATTEST:

_____	By: _____
Date: _____	Name: _____
	Title: _____
	(Authorized Representative and Affiant)

**BALTIMORE COUNTY
PREVAILING WAGE AND LOCAL HIRING**

AFFIDAVIT

(Project Name) _____

Proposal No.: _____

Project No.: _____

On behalf of _____, I do solemnly declare and affirm,
(Contractor)
under penalty of perjury, that to the best of my knowledge, information, and belief:

1. I have submitted all documentation in accordance with Baltimore County Code § 10-2- 506 and § 10-2-507 regarding the prevailing wage and local hiring laws and requirements of the prevailing wage guidelines located at ([Prevailing Wage and Local Hire Laws](#)), and acknowledge that I have read and agree to all provisions of said law, as amended, and have a continuing obligation to be compliant with the law and any changes to the law.

2. I shall not knowingly provide any false information relating to payroll documentation and/or hiring of local employees for capital improvement contracts that are subject to the prevailing wage and/or local hiring laws of Baltimore County. I further attest and certify that all documentation relating to the same will be accurate and complete and will remain accurate and complete on an ongoing basis, and will reflect the payroll and/or local hiring status of contractors, subcontractors, apprentices, and independent contractors performing work for the Contract (contract number _____). I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of myself and all subcontractors and parties performing work pursuant to this Contract.

3. I certify and attest that I am an officer or agent of the Contractor or subcontractor who supervises the payment of employees. I understand and agree that all documentation related to prevailing wages and/or local hiring required by law shall be submitted to Baltimore County's Prevailing Wage Administrator or designee before any surety is released or final payment due under the terms of the Contract is made.

4. I further certify and attest that I will have personal knowledge of the wages paid to all employees of _____ for work performed on the Contract and of all of the hours worked, and that I am an authorized agent of the Contractor and assume responsibility for my actions.

5. I further certify and attest that _____ will comply with prevailing wage rates set by the State of Maryland as the same apply to the Contract and are a part of the bid documents and Contract, and that _____ will comply with applicable local hiring requirements.

6. I attest and certify that, if the Contract is subject to the local hiring requirement under §10-2-507 of the Baltimore County Code, _____ will make best efforts to ensure that residents of Baltimore County constitute at least 51% of the new hires made for the Contract, subject to all exceptions allowable by law.

7. I certify and attest that, if the Contract is subject to prevailing wage requirements, no rebates or deductions will be made, directly or indirectly, from any wages paid in connection with the Contract, other than those provided for by law.

8. I certify and attest that, if awarded the Contract and if the Contract is subject to prevailing wage law, I will submit certified payroll to the County through its electronic compliance system or as instructed by the Prevailing Wage and Local Hire Unit.

9. I certify that if awarded the Contract, I will provide a list of subcontractors who will participate as a beneficiary of this project to the agency and the Prevailing Wage and Local Hire Unit at PrevailingWage@baltimorecountymd.gov.

10. I understand that no funds will be dispersed by the County until an Employment Analysis has been issued to the Prevailing Wage and Local Hire Unit in compliance with the local hire law. The Employment Analysis will include how many jobs will be required to complete the project; how many current employees are available to complete the project, and how many of those jobs will require new hires.

Contractor/Bidder/Offeror

By

Printed Name

Printed Title

Date

Phone

License Number

Business Email

BALTIMORE COUNTY, MARYLAND

Prevailing Wage and Local Hiring Contract Requirements and Policies

The Contractor and all Subcontractors must comply with the Prevailing Wage and Local Hiring Laws, contained in Baltimore County Code § 10-2-506 and § 10-2-507, respectively, as amended. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The County will use the prevailing wage established by the State of Maryland (the "State") Department of Labor for state funded construction contracts in the County at the time of award. These rates include the basic hourly rate and fringe benefits. Apprentices must be paid at least the rate that the State's Apprenticeship and Training Council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Any Contractor that is subject to the prevailing wage or local hiring law will be required to agree to the below provisions:

For the purposes of these requirements, an employee means an apprentice, laborer or mechanic employed by a contractor or subcontractor on a capital improvement project with a value of over \$300,000 or a County-subsidized capital project with a value over \$5,000,000.

Capital Improvement Project does not include blanket order or open-end agreements, capital improvement projects subject to a federal or state prevailing wage law, awarded without competition; with another governmental entity; to the extent the contractor is precluded from compliance by the terms of any federal or state law, contract or grant; entered into pursuant to Baltimore County Code § 10-2-310(e); entered into as a joint or cooperative purchase; or entered into as an emergency purchase.

The purpose of a prevailing wage is to ensure that contractors institute local hiring practices for Capital Improvement contracts and Capital Projects under certain circumstances as required by law, and that the Contractor's employees who work on capital improvement contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland Department of Labor and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State's Department of Labor; the prevailing wage rates in effect on the date a solicitation is issued and will apply throughout the term of a contract resulting from that solicitation. Contractor or subcontractors may NOT split or subdivide a capital improvement contract, pay an employee through a third party, treat an employee as a subcontractor or independent contractor to avoid any requirement of the County's prevailing wage law; or employ an individual classified as a helper or trainee to perform direct and measurable work on a capital improvement contract.

2. Pay employees at a rate equal to or more than the prevailing wage rate currently in effect for the type of work performed.

3. Pay employees overtime for work (I) more than eight hours in any single calendar day; (II) more than 40 hours in a work week; or (III) on a Sunday or a legal holiday.

4. Classify employees in their proper work classification in conformance with the schedule established by the State's Department of Labor.

5. May only make fair and reasonable deductions that are (a) required by law; (b) authorized in a written agreement between an employee and contractor or subcontractor signed at the beginning of employment (any deductions taken from employee paychecks including healthcare, pension, 401K, IRA, etc., child/spouse support, or tax levies); and submitted by the contractor or subcontractor to the Director of the County's Prevailing Wage Program; or required or allowed by a collective bargaining agreement between a bona fide labor organization and a contractor or subcontractor.

Electronically submit a certified copy of payroll records through the County's designated certified payroll and compliance system within 14 days after the end of payroll week ending date, to verify that Prevailing Wage rates have been paid to employees.

6. Backup documentation may be required upon demand from the County to be submitted for all 3rd party benefits being claimed, to include, but not limited to: *one month's healthcare transmittal showing employee name and amount company pays on their behalf, company vacation/sick policy, etc. or if Union, a Union transmittal for one month in which work has been performed.*

7. Retain records for a period of five (5) years after the work is completed and permit the Director of the County Prevailing Wage Program, or his/her designee, to inspect the payroll records at a reasonable time and as often as necessary.

8. Payroll records shall contain a statement signed by the contractor or subcontractor (including tiered subcontractors) certifying that the payroll records are complete and correct; the wage rates are not less than required by the Prevailing Wage Law; and the rate of pay and classification for each employee accurately reflects the work the employee performed.

9. All payroll records shall include the name, address, telephone number and email address of the contractor or subcontractor; the name and location of the job; and each employee's name, current address, unless previously reported; specific work classification; daily basic time and overtime hours; total basic time and overtime hours for the payroll period; rate of pay; fringe benefits by type and amount; and gross wages, and any deductions taken from employees' paychecks including, but not limited to, healthcare, pension/401K/IRA. Late submission of copies of any payroll records may be deemed deficient by the County until the required records are provided, and the County may postpone processing payments due under the Contract or under an agreement to finance the Contract.

10. Submit to random or regular audits and investigation of any complaint of a violation of the County's Prevailing Wage and Local Hiring Laws and requirements.
11. Make best efforts to fill at least 51% of new jobs required to complete the capital improvement contract or capital project with Baltimore County residents.
12. Submit monthly reports to the Director of the County's Prevailing Wage Unit relating to local hiring with respect to capital improvement contracts over \$300,00 or County-subsidized capital construction projects receiving assistance over \$5,000,000, that includes (a) the number of new hires needed for the contract or project, (b) the number of County residents hired during the reporting period, (c) the total number of all employees hired during the contract period, (d) best efforts made to fill open positions with County residents, and (e) 5) for new hires: name, last four (4) digits of the social security number, job title, hire date, address and referral source.
13. Agree that any and all disputes will be handled as set forth in the County's Prevailing Wage and Local Hire as a condition of award.
14. In the event the County determines that a provision of the Prevailing Wage and/or Local Hire Law has been violated, the County shall issue a written decision, including appropriate sanctions, and may withhold payment due the Contractor in an amount sufficient to pay each employee of the Contractor or any subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of the Contractor for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County. The Contractor may appeal a written decision of the Director of the County's Prevailing Wage Unit that the Contractor violated a provision of the Prevailing Wage and/or Local Hire Law, to the Office of Administrative Hearings ("OAH"), within ten (10) working days after receiving a copy of the decision. OAH will conduct a hearing upon the receipt of a timely appeal. If no appeal, the decision of the Director of the County's Prevailing Wage Unit or his/her designee becomes final. A Contractor who is found to have violated the provisions of the Prevailing Wage or Local Hiring Laws intentionally, may not be awarded a County contract or work on any County project for a period of one year from the date of the OAH determination.
15. May not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
16. An aggrieved employee is a third-party beneficiary of the Contract and may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee.
17. Each Contract subject to the Prevailing Wage and Local Hire Laws may specify the payment of liquidated damages to the County by the Contractor for any noncompliance with the Prevailing Wage and Local Law. Liquidated damages are:
 - a. \$10 for each calendar day that the payroll records are late (payrolls are to be submitted no later than 14 days after the week ending date shown on Certified Payroll Record CPR);
 - \$20 for each day that an employee is misclassified and/or paid less than the prevailing

wage rate; and a civil penalty of \$50 per violation of the requirement to post the prevailing wage rates at the work site.

- b. \$50 per month for each month the Local Hire report is not submitted by the last day of the existing month due.

These liquidated damages are solely related to prevailing wage and local hiring compliance and do not negate any other remedies available or set forth in the Contract, including delay damages or actual damages. These remedies are separate from, in addition to, and not in lieu of, any remedies available and set forth in the Contract, or at law, for other breaches or defaults under the Contract.

- 18. Where the initial Contract Sum is \$300,000 or below, but it is subsequently increased and exceeds \$300,000 due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed \$300,000 is subject to the Prevailing Wage and Local Hiring Laws.
- 19. The Contractor and all subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.
- 20. A contract may include the actual cost of health and dental insurance, pension or retirement plan, paid time off such as vacation or sick days and life insurance. In calculating the cost per hour, divide the annual cost of benefits by 2,080 hours for each employee. Other benefits such as the use of a company vehicle, cell phones, lodging reimbursement, company owned tools **may not be credited towards the fringe benefit amount.**
- 21. All apprentices must be registered with the Maryland Apprenticeship and Training Council, V.A., or US DOL as well as be currently enrolled in, and attending appropriate classes, to which is considered “actively enrolled”. Only actively enrolled apprentices may be employed on the project at the apprentice prevailing wage rate.

Classification	Modification Reason	Basic Hourly Rate	Borrowed From	Fringe Benefit Payment
BRICKLAYER	CR	\$37.50	510	\$14.78
CARPENTER	CR	\$34.41		\$14.49
CARPENTER - SHORING SCAFFOLD BUILDER	CR	\$34.41		\$14.49
ELECTRICIAN	CR	\$47.00		\$20.17
IRONWORKER - REINFORCING	CR	\$30.70		\$23.91
IRONWORKER - STRUCTURAL	CR	\$36.50		\$21.86
LABORER - AIR TOOL OPERATOR	AD	\$26.12		\$7.40
LABORER - ASPHALT PAVER	AD	\$26.12		\$7.40
LABORER - ASPHALT RAKER	CR	\$18.80		\$3.23
LABORER - BLASTER - DYNAMITE	AD	\$26.12		\$7.40
LABORER - BURNER	AD	\$26.12		\$7.40
LABORER - COMMON	CR	\$18.80		\$3.23
LABORER - CONCRETE PUDDLER	CR	\$18.80		\$3.23
LABORER - CONCRETE SURFACER	AD	\$26.12		\$7.40
LABORER - CONCRETE TENDER	CR	\$18.80		\$3.23
LABORER - CONCRETE VIBRATOR	CR	\$18.80		\$3.23
LABORER - DENSITY GAUGE	CR	\$18.80		\$3.23
LABORER - FIREPROOFER - MIXER	CR	\$18.80		\$3.23
LABORER - FLAGGER	CR	\$18.80		\$3.23
LABORER - GRADE CHECKER	CR	\$18.80		\$3.23
LABORER - HAND ROLLER	CR	\$18.80		\$3.23
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$26.12		\$7.40
LABORER - JACKHAMMER	CR	\$18.80		\$3.23
LABORER - LANDSCAPING	CR	\$18.80		\$3.23
LABORER - LAYOUT	CR	\$18.80		\$3.23
LABORER - LUTEMAN	CR	\$18.80		\$3.23
LABORER - MASON TENDER	AD	\$26.12		\$7.40
LABORER - MORTAR MIXER	CR	\$18.80		\$3.23
LABORER - PIPELAYER	AD	\$26.12		\$7.40
LABORER - PLASTERER - HANDLER	CR	\$18.80		\$3.23
LABORER - SCAFFOLD BUILDER	AD	\$26.12		\$7.40
LABORER - TAMPER	CR	\$18.80		\$3.23
MILLWRIGHT	CR	\$38.61	025	\$17.21
PAINTER - BRIDGE	CR	\$44.18		\$16.08
POWER EQUIPMENT OPERATOR - BACKHOE	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - BOOM TRUCK	CR	\$30.04	510	\$13.55
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR - BULLDOZER	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - CRANE	CR	\$41.00		\$18.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - EXCAVATOR	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - FORKLIFT	CR	\$30.04		\$13.55

CONTRACT NUMBER:
20196 SX0

BALTIMORE COUNTY PREVAILING WAGE RATES
HIGHWAY CONSTRUCTION

Print Date 9/8/2025

POWER EQUIPMENT OPERATOR - GRADALL	CR	\$34.00		\$13.55
POWER EQUIPMENT OPERATOR - GRADER	CR	\$34.00		\$13.55
POWER EQUIPMENT OPERATOR - LOADER	CR	\$33.00		\$13.55
POWER EQUIPMENT OPERATOR - MECHANIC	CR	\$34.00		\$13.55
POWER EQUIPMENT OPERATOR - MILLING MACHINE	CR	\$32.10		\$13.55
POWER EQUIPMENT OPERATOR - PAVER	CR	\$33.15		\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	CR	\$32.10		\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	CR	\$30.04		\$13.55
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	CR	\$37.50		\$14.85
STONE MASON	CR	\$44.30	510	\$21.22
TILE & TERRAZZO FINISHER	CR	\$28.09	510	\$12.59
TRUCK DRIVER - DUMP	CR	\$23.83		\$9.22
TRUCK DRIVER - LOWBOY	CR	\$29.68		\$10.51
TRUCK DRIVER - TACK/TAR TRUCK	CR	\$29.39		\$10.51
TRUCK DRIVER - WATER	CR	\$29.39	027	\$10.51

BALTIMORE COUNTY, MARYLAND
USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES
IN
COUNTY CONTRACTS
MWBE Plan Package



Division of Diversity, Equity and Inclusion
The Jefferson Building
105 West Chesapeake Avenue
Towson, Maryland 21204
410-887-3407

www.baltimorecountymd.gov/go/mwbe

Contract No. 20196 SX0
Addendum No. 6
Revised, September 8, 2025



PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2022-005 Use of Minority Business Enterprises and Women's Business Enterprises states:

SECTION 6. BID REQUIREMENTS.

- (A)(1) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.
- (2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).
- (B)(1) All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.
- (2) This list shall include all subcontractors (both MWBE and non-MWBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.

If the solicitation includes a MWBE **subcontracting** goal, you **MUST** demonstrate “**Good Faith**” effort either by:

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MWBE Prime wishes to count towards the goal) and FORM C **listing all subcontractors** with the initial bid submission.
 - a. *All Forms must be completed and signed. However, FORM C **MUST** be completed and signed by both the prime and the MWBE subcontractor.*
- OR**
2. If you are unable to meet any portion of the goal, you **MUST** do one of the following:
 - a. If you are requesting a **partial waiver**, complete and sign FORM A with initial bid submission. FORM B (to include FORM B-Prime if MWBE Prime wishes to count towards the goal) and FORM C (**listing all subcontractors**). In addition, complete, sign and submit FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved as specified on FORM A.
 - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver **accompanied with a completed and signed FORM C listing all subcontractors**, FORM D and FORM E **accompanied with all supporting documentation**. This **MUST** be submitted with the initial bid as specified on FORM A.
 - c. *All Forms must be completed and signed. FORM C and FORM D **MUST** be completed and properly signed by both the Prime AND the MWBE subcontractor(s).*

NOTE: The MWBE **subcontracting** goal applies to ALL prime/general contractors including certified and non-certified minority and women owned firms. However, a **Minority-owned or a Women-owned prime may self-perform up to 50% of MWBE subcontracting goal set in the solicitation**. The MWBE primes that wish to count towards the goal must list themselves on all appropriate forms.

BALTIMORE COUNTY, MARYLAND

MWBE PARTICIPATION SUMMARY

Executive Order: Minority Business Enterprises and Women Business Enterprises (MWBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on December 6, 2022, the County Executive adopted the EXECUTIVE ORDER No. 2022-005 addressing MWBE participation in County contracts. The December 6, 2022 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

Each Contract: The County shall establish a minimum MWBE participation amount for each contract, as applicable.

Bidder/Officer Responsibility: The bidder/officer shall ensure that MWBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/officers shall ensure that MWBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidder/officers and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

Mobilization Payments: For subcontractors, project start-up costs can also be significant. A subcontractor that has limited resources and access to credit may find that start-up expenses inhibit its ability to bid County contracts. Under circumstances where mobilization payments are approved for the prime contractor, the subcontractor should be paid an amount equal to their participation percentage no later than five (5) business days before they are required to mobilize to perform the contracted work.

Mobilization costs represent pre-contract costs incurred by a contractor to prepare a job site before the actual commencement of the contract. These costs can include movement of personnel and equipment to the project site and for the establishment of the Contractor's offices, buildings, and other facilities necessary to begin work.

APPROVED MWBE LISTINGS

Published compilations of approved and certified MWBE, contractors, subcontractors, material suppliers, etc. include:

DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):

<https://marylandmdbe.mdbecert.com>

MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:

<https://baltimorecity.diversitycompliance.com>

BIDDER/OFFEROR'S ACTIONS

Seeking Firms:

The bidder/officer will seek commitments by subcontract or otherwise from MWBE firms for supplies and/or services, any combined value of which equals or exceeds the required percentage of MWBE participation goal for the County contract. However a MWBE Prime that affirms its MWBE status on the Minority and/or Women Prime Participation Affidavit may count up to 50% of the goal.

Expenditures for Materials and Supplies:

A bidder/officer may count toward its MWBE contract requirements all expenditures for materials and supplies obtained from MWBE suppliers and manufacturers, provided that the MWBE firm is furnishing and installing the materials and is certified to perform these services. If the MWBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MWBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in the Percent of Total Contract field of Form B Subcontractor Participation Schedule.

Contract No. 20196 SX0
Addendum No. 6
Revised, September 8, 2025

BALTIMORE COUNTY, MARYLAND **MWBE PARTICIPATION SUMMARY**

Information to be supplied: All bidder/offers shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder/offers's liaison to the County's Minority Business Enterprise Office.
2. The following forms shall be completed and submitted:
 - Certified MWBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MWBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation MBE Advisory Committee);
 - A Subcontractor Participation Schedule (**Form B**) completed by the prime contractor for each MWBE listed on the Form.
 - A MWBE Prime Participation Schedule (Form B-Prime) completed by a MWBE prime contractor if the firm wishes to self-perform up to 50% of the MBE/WBE goal.
 - A MWBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MWBE firm for each MWBE listed on the Form. Form C **must match** what is stated on Form B.
 - If applicable, MWBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MWBE for each MWBE listed on the Form.
3. If applicable, MWBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder/Offers. The prime shall submit a list of all subcontractors.
4. For DPW contracts, if the bidder/offers intends to fulfill the MWBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B**) showing the extent of MWBE participation. If a bidder/offers intends to use a MWBE joint venture as a subcontractor to meet its MWBE requirements, the affidavit must be submitted through the bidder/offers by the proposed subcontractors and signed by all parties.
5. If the bidder/offers's proposed MWBE participation does not meet the MWBE contract requirements, information sufficient to demonstrate that the bidder/offers has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Returning Records: The bidder/offers must keep such records as are necessary to determine compliance with its MWBE utilization requirements:

1. The MWBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MWBE services for the contract.
3. All prime contractors and MWBE sub-contractors are required to report monthly, by the 10th of each month, to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MWBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MWBE. In the event you are not able to enter your payments in PRISM, a spreadsheet is attached for your use. Please be sure to list the PO for each invoice/ payment reported and include in your submission any corresponding documentation (e.g. copies of invoices or cancelled checks).

Retaining Records: All MWBE records must be retained for 3 years following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

Investigation and Notification: Whenever the County believes the bidder/offers, contractor, or any subcontractor may not be operating in compliance with the MWBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder/offers, contractor, or any subcontractor is not in compliance with the MWBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

BALTIMORE COUNTY, MARYLAND

MWBE PARTICIPATION SUMMARY

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder/offeror is unable to procure from MWBE firms (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder/ offeror may request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/ offeror must submit the following information at the time bids are due:

1. The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:
2. Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder/offeror contacted each MWBE; and
3. Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

Bid Rejection: The failure of any bidder/offeror (including the apparent low bidder/offeror) to provide a responsive MWBE Plan as required by the solicitation may result in the bidder/offeror being deemed non-responsive and the County's rejection of the bid.

Liquidated Damages If the County issues a notice of intent to awards contract to the apparent low bidder/offeror who provided a responsive MWBE Plan, but, if after said notice and before execution of Contract Documents, it is determined by the County that the apparent low bidder/offeror has failed to comply with the MWBE Plan, such failure may result in the recommendation by the appropriate Procurement Official to annul the award and forfeit the bidder/offeror's Proposal Guaranty to the County, not as a penalty, but as liquidated damages, it being acknowledged that actual damages will be difficult if not impossible to accurately measure. In addition, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder/offeror or the work may be re-advertised.

Contract Breach: If, after execution of a County contract, the contractor becomes aware it may or will fail to fulfill the applicable MWBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy is appropriate on a case-by-case basis, in the County's sole discretion.

Approval Required for Changes: Any and all changes to the MWBE subcontractors or the type or amount of work to be performed by such subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

Cooperation in Reviews: The bidder/offeror will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MWBE requirement or fulfillment thereof contain false, misleading or misrepresented information, the contractor may be declared in breach of the contract and the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MWBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MWBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.



PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____and the duly authorized representative of
[business]_____
_____ (the "Business") and that I possess the legal authority to make this
Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the December 6, 2022 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

_____ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) # _____

☐ City of Baltimore # _____

☐ Name Other Jurisdiction: _____ # _____

☐ The ownership of the Noncertified MWBE business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

_____ % African American _____ % Hispanic American _____ % Women
_____ % Asian American _____ % Native American _____ % Disadvantaged (DBE)

_____ The MWBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce.

MWBE primes percentage must be stated on the MWBE PRIME PARTICIPATION SCHEDULE (FORM B-PRIME) to count towards the goal.

_____ The prime anticipates ☐ does not anticipate ☐ utilizing subcontractors for _____% of the work of the contract requirements, of which it anticipates _____% will be MBEs and _____% will be WBEs.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(Authorized Representative and Affiant's Name and Title)

BALTIMORE COUNTY, MARYLAND
Certified MWBE Utilization and Fair Solicitation Affidavit
(FORM A)

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

* * * * *

I acknowledge the goal for solicitation #20196 SX0 is a minimum of 25%. This goal must be met by any combination of the MWBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MWBE subcontractors.

- The goal breakdown is as follows:
 - _____ % Minority/Women Prime
 - _____ % for certified MBE-owned businesses and/or
 - _____ % for certified WBE-owned businesses.

I have made a good-faith effort to achieve this MWBE solicitation requirement. If awarded the contract, I will comply with this MWBE contract requirement and will continue to use my best efforts to increase MWBE participation during the contract term.

PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3)

- 1 ☐ Prime has met the MWBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors
- Or**
- 2 ☐ After having made a good-faith effort to achieve the MWBE requirements, the Prime can only achieve partial success. I submit the Subcontractor Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

I request a partial waiver and will meet the following MWBE participation goals:

- Partial waiver of MWBE subcontract participation:
 - _____ % Minority/Women Prime
 - _____ % for certified MBE-owned businesses and/or
 - _____ % for certified WBE-owned businesses.

Or

- 3 ☐ After having made a good faith effort to achieve the MWBE requirements for this contract, the Prime is unable to achieve the requirements and/or sub requirements for this contract. I submit the MWBE Participation Form D and Form E, along with this Affidavit, which details the steps the Prime has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.

BALTIMORE COUNTY, MARYLAND
Certified MWBE Utilization and Fair Solicitation Affidavit
(FORM A)

- 2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:
- a. Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - b. Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:
 - i. Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
 - ii. Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
 - iii. Responses from MWBE firms contacted to fulfill the goal.

As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:

- *Subcontractor Participation Schedule* (Form B)
- *MWBE Subcontractor Disclosure and Participation Statement* (Form C)
- *MWBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MWBE Outreach Efforts – Compliance Statement* (Form E) (if applicable)

I acknowledge that the MWBE subcontractors/suppliers listed on the *Subcontractor Participation Schedule* (Form B) will be used to accomplish the percentage of MWBE participation that the Prime shall achieve. A fully executed Form C must match Form B.

In the solicitation of subcontract quotations or offers, MWBE subcontractors were provided the same information and amount of time to respond, as were non-MWBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MWBE subcontractors at a competitive disadvantage to non-MWBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Phone Number

Address

Affiant Signature

Address (continued)

Printed Name & Title

E-mail address

Date

BALTIMORE COUNTY, MARYLAND
SUBCONTRACTOR PARTICIPATION
SCHEDULE (FORM B)

**This document must be completed and submitted with Bid/Proposal to
 Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Prime Name Bid/Proposal Name and Number 1. Subcontractor Name and Tax ID Telephone Number _____ Email Address _____ Select One: ☐ MBE ☐ WBE ☐ SBE ☐ N/A Provide if Applicable: ☐ MDOT ☐ Baltimore City # _____	Prime Address, Telephone Number and Email Project Location Base Bid \$ _____ Subcontractor Address Minority Status (If applicable): ☐ African American ☐ Asian American Pacific ☐ Asian American Sub-continent ☐ Supplier, Wholesaler and/or Regular Dealer - 60% Rule ☐ Female ☐ Native American ☐ Hispanic American
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount 2. Subcontractor Name and Tax ID Telephone Number _____ Email Address _____ Select One: MBE ☐ WBE ☐ SBE ☐ N/A ☐ Provide if Applicable: ☐ MDOT ☐ Baltimore City # _____	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule) _____ % Subcontractor Address Minority Status (If applicable): ☐ African American ☐ Asian American Pacific ☐ Asian American Sub-continent ☐ Supplier, Wholesaler and/or Regular Dealer - 60% Rule ☐ Female ☐ Native American ☐ Hispanic American
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount 3. Subcontractor Name and Tax ID Telephone Number _____ Email Address _____ Select One: MBE ☐ WBE ☐ SBE ☐ N/A ☐ Provide if Applicable: ☐ MDOT ☐ Baltimore City # _____	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule) _____ % Subcontractor Address Minority Status (If applicable): ☐ African American ☐ Asian American Pacific ☐ Asian American Sub-continent ☐ Supplier, Wholesaler and/or Regular Dealer - 60% Rule ☐ Female ☐ Native American ☐ Hispanic American
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount Subcontractor Total Dollar Amount \$ _____	Percent of Total Contract (See instructions on Page 1 of the MWBE PARTICIPATION SUMMARY for 60% rule) _____ % Total Subcontractor Percent of Entire Contract _____ %
Form Prepared by: Name/Date: _____ Title: _____ Email: _____	Reviewed and Accepted by Baltimore County Minority Business Enterprise Office Name _____ Title _____ Date _____

MBE or WBE Prime Participation Total	_____ %	\$ _____	
MBE Subcontracting Participation Total	_____ %	\$ _____	
WBE Subcontracting Participation	_____ %	\$ _____	
Total MWBE Participation	_____ %	\$ _____	
Total SBE Participation	_____ %	\$ _____	

BALTIMORE COUNTY, MARYLAND

**MWBE PRIME PARTICIPATION SCHEDULE
(Form B-Prime)**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOU AS THE MWBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED ON THE SUBCONTRACTOR PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MWBE PARTICIPATION GOALS.

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the County contract in conjunction with Solicitation No. _____, such MWBE Prime Contractor intends to count the distinct, clearly defined portion of the work of the contract that the MBE/WBE Prime Contractor performs with its own forces toward fulfilling **up to fifty-percent (50%) of the MWBE participation goal**, at least \$ _____ which equals to _____% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MWBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Email Address: _____

Certified Yes No No

Certifying Jurisdiction _____

Date: _____

MWBE PRIME CONTRACTOR

Minority Status:

☐ African American

☐ Hispanic American

☐ Women

☐ Asian American

☐ Native American

Reviewed and Accepted by Baltimore County Minority Business Enterprise Office

Name _____

Title _____

Date _____

BALTIMORE COUNTY, MARYLAND
MWBE SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATEMENT
(FORM C)

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

**NOTE: ANY INCONSISTENCY BETWEEN THIS FORM AND FORM B MWBE PARTICIPATION MAY
RENDER A BID/PROPOSAL NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR
CONTRACT AWARD.**

Contract Name, Bid/Proposal Number: _____

Prime Contractor Name: _____

Name of MWBE Subcontractor: _____

Subcontractor Contact Name, Title _____

Subcontractor Email Address _____

☐ MDOT ☐ Baltimore City

_____ Certification Number

☐ MBE ☐ WBE ☐ SBE ☐ N/A

1. NAICS Code(s), Work/Services to be performed by MWBE Subcontractor: _____

**Percent of Total Contract (See instructions on Page 1 of the MWBE
PARTICIPATION SUMMARY for 60% rule)**

2. Subcontract Amount: \$ _____ or _____ % of the County contract cost.

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MWBE Anticipated Commencement Date: _____ Completion Date: _____
Mobilization Cost Amount \$ _____

5. This is a MBE-Owned Business Firm: Yes _____ No _____

6. This is a WBE-Owned Business Firm: Yes _____ No _____

NOTE: If the Prime is notified that it will be awarded the above referenced contract, the undersigned MWBE subcontractor and Prime must enter into a subcontract for the work/service indicated above upon the Prime's execution of a contract for the above referenced project with Baltimore County, and provide a copy of the fully executed MWBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD (FORM C-Subcontractor) accompanied with the anticipated Work Breakdown Schedule (providing the subcontractor's mobilization timeframe) to mwbe@baltimorecountymd.gov within 10 calendar days of receipt by the Prime of FORM C- Subcontractor from the County. The undersigned subcontractor is an MDOT or Baltimore City certified MWBE firm. The terms and conditions stated above are consistent with our agreements.

Signature of MWBE Subcontractor: _____ Date: _____

Prime's Printed Name and Title: _____ Email: _____

The terms and conditions stated above are consistent with our agreements.

Signature of Prime: _____ Date: _____

Revised 12/2024

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BALTIMORE COUNTY, MARYLAND
MWBE –UNAVAILABILITY CERTIFICATE
(FORM D)

If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ contract.

2. The _____ (MWBE Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Subcontractor MWBE Representative

Title

Date

MDOT/Baltimore City Certification #

Email Address #

Telephone #

3. PRIME'S SIGNATURE AND CERTIFICATION

I certify under oath that I contacted the Certified MWBE and they advised me that they are unavailable, unable to perform the work/services for the above-contract or failed to respond to repeated requests for a price proposal for the above-contract.

Signature of Prime

Title

Date

Rev 12/2024

Contract No. 20196 SX0
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Revised, September 8, 2025

BALTIMORE COUNTY, MARYLAND
MWBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT
(FORM E)

****This document must be completed and submitted with Bid/Proposal to Baltimore County.***

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

In conjunction with the bid or offer submitted in response to Solicitation Number _____, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MWBEs for the subcontract opportunities accompanied with the signed MWBE Subcontractor Unavailability Certificate (Form D).

3. Bidder/Offeror made the following attempts to solicit MWBEs:

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date



JOHN A. OLSZEWSKI, JR.
County Executive

SEVETRA PEOPLES-BROWN
Executive Director
Chief of Diversity, Equity and Inclusion

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: December 13, 2024

Subject: Compliance Reporting and Penalties

Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit payment reports by the 10th of each month through an online MWBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at www.baltimorecountymd.gov/go/mwbe. In the event you are not able to enter your payments in PRISM, a spreadsheet is attached for your use. Please be sure to list the PO for each invoice/ payment reported and include in your submission any corresponding documentation (e.g. copies of invoices or canceled checks).

The County has found that a number of companies are failing to file reports in a timely manner, which makes it difficult for the County to verify compliance. As a result, the County has determined to assess penalties for non-compliance, effective September 1, 2018, as follows:

- (a) For failure to file timely monthly reports:
 - a. Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task; and/or
 - b. For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.
- (b) For failure to meet MWBE requirements:
 - a. Assessment of a penalty of up to 10% of the contract value; and/or
 - b. Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a penalty of up to 10% of the contract value; and/or
 - c. Termination of the contract for default together with assessment of a penalty of 10% of the contract value.

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract.

This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:

http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm

Contract No. 20196 SX0

Addendum No. 6

Revised, September 8, 2025

If after contract expiration, it has been determined the MWBE firms named were not used or were under used, by the contractor and supporting documentation was not provided and approved by the County the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

Questions regarding this correspondence and/or the use of this system can be directed to the MWBE Office at mwbe@baltimorecountymd.gov or call (410) 887-3407.

Attachment: MWBE Payment Report Form
 MWBE Payment Acknowledgement Form

Cc: File

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C O N T R A C T A G R E E M E N T

THIS CONTRACT AGREEMENT ("Contract"), IS MADE THIS _____ day of _____ 20____, by and between Baltimore County, Maryland, a body corporate and politic ("County"), and _____, ("Contractor").

WITNESSETH, that the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the County, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work, services, and labor in fulfillment of the requirements of Contract Number **20196 SX0** "Project") in strict conformity with the solicitation, plans, specifications, special provisions, any and all addenda, and the proposal, at the prices named therein, and all of which are collectively the Proposal, and said Proposal is attached hereto and made a part thereof.

The Project shall be done in strict compliance with (i) the Proposal, (ii) the Baltimore County Department of Public Works and Transportation September 2023 "Standard Specifications for Construction and Materials" and "Standard Details for Construction" (iii) and any and all revisions thereto as of the date of advertisement, including but not limited to the General Conditions Building Projects, as applicable, and all of which (i-iii) are made a part hereof and incorporated herein (collectively, the "Specifications"). Contractor understands and agrees it is Contractor's responsibility and obligation to obtain a copy of the "Specifications" and agrees the Specifications are incorporated herein. Copies are available on the County's website at www.baltimorecountymd.gov/departments/public-works/standards.

The Project shall be subject to the inspection and approval of the Director of Public Works and Transportation for Baltimore County, or his authorized representative, and in the event any portion thereof shall be rejected by said Director or his representative as defective or unsuitable, then the said portion shall be removed and replaced and be performed anew to the satisfaction and approval of the said Director or his representative at the cost and expense of the Contractor.

THE CONTRACTOR AFFIRMS that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least \$200,000.00, to file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

THE CONTRACTOR FURTHER COVENANTS AND AGREES that all the Project shall be furnished, performed and delivered, in every respect, to the satisfaction and approval of the Director of Public Works and Transportation, aforesaid, on or before the expiration of **THREE HUNDRED AND EIGHTY TWO (382) CALENDAR DAYS** (the "Contract Period") after written notice has been given by the Director or their authorized representative to begin the work.

IT IS AGREED THAT TIME IS OF THE ESSENCE. In the event the Contractor fails to achieve Final Completion and Final Acceptance of the Contract work within the Contract Period specified herein, plus any extensions thereto agreed to in writing by a legally authorized representative of the County pursuant to the terms of this Contract, then Contractor shall pay the County the sum of **ONE THOUSAND DOLLARS (\$1,000.00) FOR EACH CALENDAR DAY (DAY 1 THROUGH 30) AFTER THE EXPIRATION OF THE CONTRACT PERIOD AND TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) FOR EACH CALENDAR DAY (DAY 31 THROUGH 60) AFTER THE EXPIRATION OF THE CONTRACT PERIOD AND SIX THOUSAND HUNDRED DOLLARS (\$6,000.00) FOR EACH CALENDAR DAY (DAY 61 AND THEREAFTER)**, until the Contractor achieves Final Completion and Final Acceptance of the Project.

Contractor's Initials

Date

IT IS FURTHER AGREED that:

- (a) These Liquidated Damages are a reasonable estimate of the County's damages solely due to the public's loss of use of the Project during the delay period and is not a penalty.
- (b) It is very difficult, if not impossible, to accurately measure the damages to the County due to the public's loss of use of the Project during the delay period.
- (c) Notwithstanding GP 8.09 of the Baltimore County Standard Specification for Construction, in addition to the damages due to the public's loss of use of the Project during the delay period, the County is likely to incur additional direct costs during the delay period, including but not limited to, costs for construction management, consultants, architectural services, office trailer and supplies, utilities, County employees' time, County vehicles, and such other costs that the County will incur to continue administration of the construction and the Contract during the delay period, all of which will be monitored by the County, and if so required by the County, the Contractor shall pay such actual damages incurred during the delay period. THE PARTIES HERETO UNDERSTAND AND AGREE THAT CONTRACTOR'S OBLIGATION TO PAY THE COUNTY FOR ACTUAL DAMAGES DURING THE DELAY PERIOD SHALL BE IN ADDITION TO THE CONTRACTOR'S OBLIGATION TO PAY THE LIQUIDATED DAMAGES DUE TO THE PUBLIC'S LOSS OF USE OF THE PROJECT.
- (d) The County shall have the right, but not the obligation, to deduct the Liquidated Damages due to the public's loss of use of the Project, and the County's actual costs and costs to continue administration of the construction and the Contract, from any monies due or any monies that may become due to the Contractor.

IT IS DISTINCTLY UNDERSTOOD AND AGREED that no claim for extra work, material or overhead not specifically provided for in the Contract will be allowed by the County, nor shall the Contractor do any work or furnish any materials not covered by this Contract and the Specifications, unless the same is ordered in writing by a legally authorized representative of the Department of Public Works and Transportation in accordance with the terms of the Contract. Any such work or materials which may be done or furnished by the Contractor without any such written order first being given shall be at said Contractor's sole risk, cost and expense and Contractor hereby covenants and agrees that without such written order, Contractor shall make no claim for compensation for work, materials, or overhead so done or furnished.

NOTWITHSTANDING GP 4.06 OF THE BALTIMORE COUNTY STANDARD SPECIFICATIONS FOR CONSTRUCTION, IT IS SPECIFICALLY AGREED that the Contractor shall have no entitlement to damages arising out of delay, disruption, interference or hindrance from any cause whatsoever. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud or gross negligence on the part of the County or its agents.

IT IS FURTHER DISTINCTLY AGREED that the said Contractor shall not assign this Contract, nor any part thereof, nor any right to any of the monies to be paid hereunder, nor shall any part of the work to be done or material furnished under said Contract be sublet without the prior written consent of a legally authorized representative of the Department of Public Works and Transportation in accordance with the terms of this Contract. Further, the acceptance of the final payment by the Contractor shall effectuate a release in full of all claims against County and its officials, employees, representatives, and agents arising out of, or by reason of the Project and this Contract.

The Contractor shall review government issued identification and badge all employees of the Contractor and its subcontractors. The Contractor shall also review all federal forms, including but not limited to I-9's, for compliance as well as copies of all employment eligibility and identity documentation maintained to the extent required by law.

The Bonds, given by the Contractor in a sum equal to the total contract price of the Project in compliance with the terms and provisions of this Contract, are hereby attached and incorporated herein.

IT IS AGREED that in the event that the County is delayed or prevented from timely execution of this Contract, the Contractor releases County and agrees Contractor shall have no action, claim or demand against County therefore.

Contractor's Initials

Date

Rev. 09/2024

THE CONTRACTOR HEREBY FURTHER AGREES to receive the prices set forth in the Proposal incorporated herein as full compensation for the completion of the Project and, in all respects, to complete said Contract to the satisfaction of the County.

THE CONTRACTOR REPRESENTS AND WARRANTS:

- (i) it is duly formed and validly existing under the laws of the State of _____;
- (ii) it is in good standing in the State of Maryland;
- (iii) it has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Contract;
- (iv) the Contractor and the person executing this Contract for the Contractor each warrant that he/she is duly authorized by the Contractor to execute and seal this Contract on the Contractor's behalf;
- (v) the warranties of merchantability and fitness for a particular purpose and use and warranties of title and against infringement, and all express warranties contained in this Contract, including but not limited to the Proposal (and any sample or model presented by Contractor and expressly accepted by the County) shall apply to the portion of this Contract pertaining to or for goods;
- (vi) all representations and warranties made in the Proposal and herein remain true and correct in all respects when made, as of the date of this Contract, and throughout the term of this Contract; and
- (vii) there exists no actual or potential conflict of interest between its performance under this Contract and its engagement or involvement in any other personal or professional activities and in the event such conflict or potential conflict arises during the term of this Contract, the Contractor shall immediately advise the County in writing thereof.

THE CONTRACTOR shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

Those sections in this Contract which by their nature are intended to survive, including but not limited to, Contractor's representations and warranties, confidential information, and indemnification shall survive the termination of this Contract.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand and seal the day and year first above written.

CONTRACTOR NAME: _____

WITNESS FEDERAL TAX ID or SS #: _____

By: _____ (Seal)

Name: _____

Type (Print) Name

Title: _____ Date: _____

WITNESS: **BALTIMORE COUNTY, MARYLAND**

Executive Secretary By: _____ Date: _____
D'Andrea L. Walker, County Administrative Officer

Type (Print) Name

APPROVED FOR FORM AND LEGAL
AND SUFFICIENCY* (Subject to
execution by the duly authorized
Administrative official and Chairperson
of the County Council, as indicated).

APPROVED:

Lauren T. Buckler, Director
Department of Public Works & Transportation Date: _____

Office of the County Attorney

*Approval of Form and Legal Sufficiency does not convey approval or disapproval of the substantive nature of this transaction. Approval is based upon typeset documents. All modifications require re-approval.

Rev. 09/2024