

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



Contract No. 22003 SX0
Bengies Road, Bourque Road and Gladway Road
Low Pressure Sewer System – Health Project
Middle River – District 15c6
Job Order No.
231-201-0002-1243
Workday Project No. 010021243
ADDENDUM NO.3

DATE: 11/1/2023

Contact: Anthony Crews, 410-887-3531, tcrews@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.

Wage Rate Language

Revised and attached to be inserted: Pages 252-257, Prevailing Wage and Local Hiring Affidavit and Prevailing Wage and Local Hiring Contract Requirements and Policies. Delete old pages 252-257.

Attachments – 6

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS
ADDENDUM AND RETURN WITH YOUR BID.**

Company Name

Signature

**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 Law and Local Hiring Requirements 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 Commissioner of Labor and Industry 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 Maryland 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 and Subcontractors' 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 of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation. Contractors 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 of Maryland Commissioner of Labor and Industry.
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 that concerns food, sleeping quarters, or similar items; 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 each payroll period, to verify that Prevailing Wage rates have been paid to employees.

6. 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 designee, to inspect the payroll records at a reasonable time and as often as necessary.
7. Payroll records shall contain a statement signed by the Contractor or Subcontractor 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.
8. 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. 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.
9. 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.
10. 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.
11. Submit monthly reports on the form designated by and to the Prevailing Wage and Local Hire Unit relating to local hiring with respect to a capital improvement contract over \$300,000

and a County-subsidized capital project 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) for new hires: name, last four (4) digits of the social security number, job title, hire date, address and referral source.

12. Agree that any and all disputes will be handled as set forth in the County's Prevailing Wage and Local Hiring Laws. as a condition of award.

13. In the event the County determines that a provision of the Prevailing Wage and 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 a Contractor for liquidated damages as provided under the Prevailing Wage and Local Hiring Laws, 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 Program to the Office of Administrative Hearings ("OAH"), that the Contractor violated a provision of the Prevailing Wage Law and/or the Local Hiring Law, 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 Program or his 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

14. 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;

15. 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.

16. Each Contract subject to the Prevailing Wage and Local Hire Law may specify the payment of liquidated damages to the County by the Contractor for any noncompliance with the Prevailing Wage and Local Hire Law. Liquidated damages are:

- a. \$10 for each calendar day that the payroll records are late; \$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 30th 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, in addition to, and not in lieu of any

remedies available and set forth in the Contract for other breaches or defaults under the Contract.

17. 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 Law and Local Hiring requirements.

18. 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