

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

Division of Construction Contracts Administration

ENGINEERING FIRM

Brudis & Associates
11000 Broken Land Parkway,
Suite 450
Columbia, Maryland 21044
PHONE: 410-884-3607



Contract Number 23119 GX0
Property Management Project
Stansbury Park Fishing Pier & Hiking Trail
Replacement & Enhancements – 7800 Stansbury Road, Dundalk, MD. 21222
Dundalk – District 12c7
Workday Number
10000079

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

Bidders Information

Additional Prequalification Requirement Reference and Affidavit forms due, Monday, November 25, 2024.

A pre-bid meeting will be held on Wednesday, December 4, 2024 at 10:00 A.M. EST via WebEx. *Phone-In* (Audio Only) 1-415-655-0001, Meeting Number 2304 940 5812##.

Video Conference go to <https://signin.webex.com/join> Meeting Number, 2304 940 5812,

Password: VwC38Pv2jPs, for Webex link go to:

www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations

Baltimore County Prevailing Wage and Local Hiring Affidavit, Requirements & Wage Rates **see pages 111-118 (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 119-139**

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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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 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 \$600.00.

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.

S E C T I O N I I

SPECIAL PROVISIONS

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.

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.

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: _____

The Contract shall be done in strict compliance with the 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 revisions thereto as of the date of the fully executed Contract, including but not limited to the General Conditions Building Projects, as applicable, and all of which are made a part hereof and incorporated herein (collectively, the "**Specifications**"). Copies of which are available on the County's website at www.baltimorecountymd.gov/departments/public-works/standards. **IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE FOLLOWING SECTIONS OF THE SPECIFICATIONS (GP-1.03 AND GP-5-15) SHALL BE STRICKEN AND THE FOLLOWING SHALL BE INSERTED IN AND INCORPORATED INTO THE CONTRACT IN LIEU THEREOF:**

GP-1.03 ORGANIZATIONAL DEFINITIONS

Administration - Baltimore County.

Administrator - The Director of the Office of Budget and Finance, Baltimore County.

Baltimore County - Baltimore County, Maryland: a body corporate and politic.

Department - The word "Department" shall mean the Office of Budget and Finance of Baltimore County.

Engineer - One of the following engineering executives:

Director of Office of Budget and Finance
Chief, Property Management Division of the Office of Budget and Finance

Any delegation of the Engineer's authority must be authorized in writing by any one of the above listed officials, and such delegation of authority will pertain only to the specific contract and/or contracts shown by the authorization. The title of the specific official will appear in those cases within these specifications where the word "Engineer" as defined herein is not sufficiently specific.

Inspector - The authorized representative of the procurement officer assigned to make detailed inspection of any or all portions of the work, or materials therefor.

Procurement Officer - See Engineer.

GP-5.15 DISPUTES

(a) Except as otherwise may be provided by applicable law or regulation, all disputes arising under or as a result of a breach of this Contract that are not disposed of by mutual agreement shall be resolved in accordance with this General Provision.

(b) As used herein, "claim" means a: written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of Contract terms, or other relief, arising under or relating to this Contract.

A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this General Provision. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed either as to liability or amount, it may be converted to a claim for the purpose of this General Provision.

- (c) When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for decision to the Department's Chief of the Property Management Division for his decision in consultation with the County Office of Law. The Contractor's written request shall set forth all the facts surrounding the controversy, including, but not limited to, those items listed in GP-5.14(b). Any claim by the County shall be decided in like manner.
- (d) The Contractor, at the discretion of the Engineer, may be afforded an opportunity to be heard and to offer evidence in support of his claim. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract.
- (e) The Department's Chief of the Property Management Division shall decide any and all claims. The decision by the Department's Chief of the Property Management Division shall be issued within ninety (90) Days on matters of less than fifty thousand dollars (\$50,000) and within one hundred eighty (180) Days on matters of fifty thousand dollars (\$50,000) or more. The written decision of the Department's Chief of the Property Management Division shall be final and binding unless appealed in writing to the Director of the Department within thirty (30) Days of the Chiefs written opinion to the parties. If the Chiefs decision is timely appealed in writing to the Director of the Department, the Director of the Department, serving as referee, will review the written appeal submitted to assure all reasonable attempts were made to resolve the appeal.
- (f) The Director shall issue his/her decision in writing within ninety (90) Days. The Director's decision shall be final and conclusive unless a written appeal is mailed or otherwise filed with the County Administrative Officer within thirty (30) Days of the Director's written decision.
- (g) When the County Administrative Officer is satisfied all efforts at the Department level were made to resolve the dispute, a claim shall be resolved as follows:

 - (1) Subject to, and without in any way enlarging or limiting the other provisions of the Contract, the parties to any Agreement which adopts or incorporates by reference these Standard Specifications, appoint the County Administrative Officer as an administrative hearing officer pursuant to Article 25A, "Chartered Counties of Maryland", of the Annotated Code of Maryland.
 - (2) The parties further grant the County Administrative Officer the right to delegate this responsibility and authority in writing to a County official who is a registered professional engineer, independent of the Department of Public Works and Transportation's Division of Construction Contracts Administration, or to any other County official.
 - (3) For disputes involving ten thousand dollars (\$10,000) or more the decision of the administrative hearing officer shall be final and binding on both parties, subject only to such appeals on the record as provided by Article 25A. For disputes involving less than ten thousand dollars (\$10,000), the decision of the administrative hearing officer shall be final and binding on both parties.

GENERAL CONDITIONS

BUILDING PROJECTS



**Revised September 1, 2024,
in compliance with September 2023
Standard Specifications for Construction and Materials**

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BUILDING PROJECTS**

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GENERAL CONDITIONS DESIGN BUILD BUILDING PROJECTS

I. SPECIFICATIONS

Article 1 Applicable Specifications

All work performed under this Contract shall be done under strict compliance with the *Specifications* bound herewith, and with the *Baltimore County Standard Specifications for Construction and Materials* and the *Standard Details for Construction* dated September 2023 and subsequent addenda thereto, so far as the same may be applicable, copies of which are available on the County's website at www.baltimorecountymd.gov/departments/public-works/standards. These General Conditions are in addition to the aforementioned Specifications. Should there be any conflict with the aforementioned manuals, the *General Conditions* take preference.

II. DEFINITIONS

Article 2 Definitions

- A. *Architect and/or Engineer* shall mean the registered Architect and/or Engineer commissioned by the County to prepare the plans and contract documents.
- B. *Engineer* in these General Conditions and in the Construction Specifications in some instances refers to authorized representatives of the Office of Budget and Finance, Property Management.
- C. *Subcontractor*, as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnished material worked to a special design according to the Plans and Specifications for the "work." It excludes one who merely furnished material not so worked.
- D. *Written Notice* shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered to or sent by registered mail to the last business address known to him who gives the notice.
- E. *Repair* means to restore after injury, deterioration, or wear; to mend, to renovate, by such means as appropriate, and to supply such materials and labor as necessary to render the item to be repaired sound, solid, true, plumb, square, even, smooth, and fully serviceable. Upon completion of such repair it must be, unless otherwise stated, rendered to such condition as to present a first-class finished work, or in instances where the repaired item serves as a base for additional finish, the repaired work must be such as to permit a first-class finish, to be applied without extra cost to the County. When the word "repair" is used in connection with machinery or mechanical equipment, it shall mean, in addition to the above, rendering the equipment completely serviceable and efficient, ready for the normal use for which it was originally intended.

- F. Some parts of the "Construction Specifications," bound herewith are of the abbreviated or "streamlined" type and includes incomplete sentences. Omissions of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the drawings", "according to the plans", "a", "an", "the", and "all" are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings. Words "shall be" or "shall" will be supplied by inference when colon (:) is used within sentences or phrases.

Article 3 Time Limits

The proposal shall indicate whether the contract limit is based on Working Days or Calendar Days. If this is not indicated in the Proposal, then the time limits will be based on Calendar Days.

Article 4 Sunday, Night and Holiday Work

If Sunday, night or holiday work is necessary due to an emergency or is permitted by the Engineer, the Contractor shall secure and pay for any and all permits required in connection with this work.

III. CONTRACT DOCUMENTS AND SHOP DRAWINGS

Article 5 Contract Documents

A. Clarification

It is assumed that the Contractor has obtained clarification of all questions which may have arisen as to intent of the contract documents, or assumed, or actual conflict between two or more items in the Contract Documents as required in "Instructions to Bidders." Should the Contractor have failed to obtain such clarification as required by the "Instructions to Bidders," then the Engineer may direct the work to proceed by any method indicated, specified or required by the Contract Documents in the interest of maintaining the best construction practice. Such direction by the Engineer shall not constitute a claim for extra by the Contractor.

B. Jargon

Work described in words that have a well-known technical or trade meaning shall be held to refer to such recognized standard use.

C. Drawings

The Contractor shall do no work without proper drawings and instructions. Drawings are, in general, drawn to scale; however, symbols are used to indicate materials and structural and mechanical requirements. When symbols are used, the drawings are, of necessity, diagrammatic, as it is not possible to indicate all connections, fittings, fastenings, etc., which are included as a part of the work. Diagrammatic indication of mechanical piping, ducts, and conduit within the buildings is subject to adjustment in order to obtain proper grading, passage over, under or past obstructions, to avoid exposure in finished rooms and unsightly and obstructing conditions. The Contractor shall coordinate these adjustments.

1. Copies no longer Furnished

The County will no longer furnish the Contractor any copies of the Drawings and Specifications. Additional copies may be obtained by the Contractor downloading drawings and specifications from the Baltimore County Solicitation Web Page.

2. Copies of the Work

The Contractor shall keep in the office on the job a complete set of all drawings, specifications, shop drawings, schedules, etc., in good order and available to the Engineer and representatives of the County.

3. Ownership

All documents as furnished by the County remain the property of the County. They must not be used on other work but shall be returned to the County upon completion of the work.

D. Large Scale Detail Drawings

The Architect shall furnish, when necessary, additional instructions in the form of large scale developments of the drawings used for bidding, or to amplify Construction Specifications for the proper execution of the work. These shall be true developments of the bidding documents and reasonably inferable there from. The work shall be executed in conformity herewith. [See Article 6, Paragraph A.3.(c)]

E. Dimensions

The Contractor shall carefully check all dimensions prior to execution of the particular work affected. Whenever inaccuracies or discrepancies are found, the Contractor shall consult the Engineer prior to any construction or demolition. Should any dimensions be missing, the Engineer will be consulted and supply them prior to execution of the work. Dimensions for items to be fitted into constructed conditions at the job will be taken at the job and will be the responsibility of the Contractor. The obvious intent of the documents or obvious requirements dictated by conditions existing or being constructed supersedes dimensions or notes which may be in conflict herewith.

Whenever a stock size manufactured item or piece of equipment is specified by its nominal size, it is the responsibility of the Contractor to determine the actual space requirements for setting or entrance to the setting space. No extra will be allowed by reason of work requiring adjustment in order to accommodate the particular item of equipment.

Whenever new work, building, addition or portions thereof are not accurately located by plan dimensions, the Engineer will supply exact position prior to execution of the work.

Article 6 Shop Drawings

A. Shop Drawings (those prepared by the Contractor or Vendor of Material)

The Contractor shall submit for the Architect's approval, at such times as agreed (see Article 8), shop drawings (to include setting drawings and schedules) as required for the work of the various trades. These drawings shall be prepared in conformity with the best practice and standards for the trade concerned. Due regard shall be given to speed and economy of fabrication and erection.

1. Items to be Detailed

Shop details shall be supplied for all items which are specially fabricated for the work or when the assembly of several items is required of a working unit. Shop drawings are required for all reinforcing and structural steel, specially made or cut masonry units, miscellaneous metal work, specially made flashings or roofing and sheet metal work, specially made millwork, special rough hardware and all heating, ventilating, plumbing and electrical requiring special fabrication or detailed connections, including ducts.

2. Submissions

Shop drawings, brochures and catalog cut submissions shall consist of sufficient copies to provide for the retention by the Architect and County of five (5) copies total plus such additional copies as the Contractor may require. Drawings shall not exceed 24 in. x 36 in. in size.

3. Examination and Approval

The Contractor shall review all shop drawings, brochures and catalog cuts provided by the subcontractors and vendors prior to submitting them to the Architect. The Architect shall examine shop drawings with reasonable promptness, noting desired corrections, or granting approval.

a. Field Dimensions and Conditions

The Architect is not responsible for the checking of dimensions or existing conditions in the field. This is the sole responsibility of the Contractor.

b. Resubmission

When the Architect's notations or corrections are extensive, then the Contractor shall resubmit the drawings with changes made on the drawings.

c. Contractor's Responsibility

Unless the Contractor has in writing, notified the Architect to the contrary, at the time of submission, it will be assumed that the drawings are in conformity with the Contract Documents and do not involve any change in the Contract price or any change which will alter the space within the structure or alter the manner of operation from that contemplated in the Contract Documents.

d. Architect's Notations

Should the Contractor consider any change or notation received in compliance with paragraph (c) above as increasing the cost of the work from that contemplated in the Contract Documents, then the Contractor shall desist from further action relative to the item he/she questions and shall notify the Engineer, in writing, within five (5) days of the additional cost involved. No work shall be executed until the entire matter is cleared or a Change Order issued, or the Contractor is ordered by the Engineer to proceed under the provisions of the County's Standard Specifications. Failure of the Contractor to serve written notice, as above required, shall constitute a waiver of any claim in relation thereto.

(1) Similarly, should the Architect's notation or change involve less work than is covered by the Contract Documents, the Contractor shall allow the County the credit resulting from the change.

(2) Should the Contractor consider that any notation or change made by the Architect under provisions of this paragraph, paragraph (c), above, as involving a complete change in the subcontractor's relation or the substitution of a material different from that on which the Contract was based, then the Contractor shall act as herein stated or as in paragraph (c) above.

4. Project Completion

At the completion of the project, the Contractor shall submit a list of shop drawings for the entire project. This list shall contain the following information: title, description, specialty (Architectural, Structural, Mechanical, etc.), decision (no exceptions taken, approved, approved as noted, etc.).

Article 7 Separate Contracts

A. The County reserves the right to let other contracts in connection with paving and utilities adjoining this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

- B. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the work, except as to the defects which may develop in the other contractor's work after the execution of the work.
- C. To ensure the proper execution of his/her subsequent work, the Contractor shall verify work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

IV. PAYMENTS

Article 8 Payments

- A. Under this Contract payments will be made monthly on the valuation of work accomplished and on account of materials delivered on the site, for incorporation in the work, which are suitably stored.
- B. At the first of each month, the Contractor shall submit to the Engineer an application for payment on a form provided by the Engineer. Prior to application for first payment, the Contractor shall submit to the Engineer a schedule of values for the various parts of the work, including quantities, aggregating to the total sum of the Contract. This shall be so divided as to facilitate payment to subcontractors in accordance with Article 28, Paragraph C.1. The form of this submission shall be such as the Contractor or Engineer have agreed upon, and, if required, shall be supported by such evidence as to its correctness as the engineer may direct. This schedule, when approved by the Engineer, shall be used as a basis for approval of payment unless it is found to be in error. In applying for payment, the Contractor shall submit a statement based upon the schedule, itemized in such form and supported by such evidence as the Engineer may require, showing the Contractor's right to the payment claimed. If required, the Contractor shall show receipts and other vouchers for the payments for materials and labor including payments to subcontractors, as required by Article 28.
- C. Materials Purchased Under Allowance

The Engineer will provide schedules for all materials to be purchased from specified allowance.

Article 9 Approval of Payments

If the Contractor has made application, as above, the Engineer shall review and approve such payments as is decided to be properly due in accordance with the approved schedule. In approving such partial payments, there shall be retained no more than 10% of the total amount for the first 50% of the contract, after which only 5% of the total amount of the contract may be withheld unless the need is demonstrated for retaining more to protect the public interest.

Article 10 Payment Withheld

- A. The Engineer may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:
1. Defective work not remedied.
 2. Claims filed, or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.
 3. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 5. Damage to another Contractor.
 6. Failure of the Contractor to submit data required within the time limits stated in the Contract Documents.

Upon removal of the above, payment shall be made for the amounts withheld.

Article 11 Changes in Work

- A. The County, without invalidating the Contract, may order changes in the work by altering, adding to or deduction from the work, the Contract sum being adjusted accordingly. Such change shall be executed under these *General Conditions*. Extension of time made necessary thereby shall be adjusted at the time of such Change Order.
- B. The Engineer shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless a written order for the Office Budget and Finance, Property Management signed or countersigned by the Director has been received by the Contractor. No claim for addition to the Contract sum shall be valid unless so ordered.
- C. The value of any such extra work or change shall be determined in one or more of the following ways as determined by the Office of Budget and Finance, Property Management.
1. By Estimate and Acceptance of a Lump Sum
 - a. The prime Contractor shall furnish a breakdown of the estimated construction cost. The breakdown shall be of sufficient detail to describe the extra work and related costs for labor, material, overhead and profit.

b. Overhead and Profit

(1) Extra work by Subcontractor:

Subcontractor will be allowed 10% overhead and 10% profit added to the direct labor and material costs. The prime contractor will be allowed to increase the subcontractors total lump sum by 10% to cover his/her administration.

(2) Extra work by Prime Contractor:

The prime contractor will be allowed 10% overhead and 10% profit added to the labor and material costs.

- c. The prime contractor will be allowed 1 % for the bond added to the labor and material costs.
- d. The allowed overhead will include all supervision; no additional allowance will be made for it.

2. By Unit Prices Named in the Contract or Subsequently Agreed Upon

Such unit prices are to include all supervision, overhead, taxes, insurance and profit.

3. By Cost and a Fixed Fee

Added to the cost is a fixed fee portion which is to include supervision, overhead, insurance and profit.

4. By Force Account (Labor and Material Cost plus)

In accordance with the *Baltimore County Specifications for Construction and Materials* Section GP 9.02, the Contractor is allowed to add 65% mark-up.

- D. Should none of the methods stated in Paragraph C. 1, 2, or 3 be determined, the Contractor shall, providing he/she receives an order as defined in Paragraph B, above, proceed with the work on the basis of Paragraph C. 4. Force Account.

The Contractor and Engineer shall keep accurate costs, in such form as the Engineer may direct, for presentation, together with vouchers, to the Office of Budget and Finance Property Management for determination of the value of the work included in each Change Order. Pending determination of the final value, the Engineer may include payments for materials and labor, as stated in Article 8, in monthly vouchers.

Article 12 Claims for Extra Cost

No claim for extra will be granted which includes cost of delays or work stoppage due to strikes, lockouts, fire, avoidable casualties or damage or delay in transportation for which the County or its agents are not responsible. (See also Article 14.)

Article 13 Deductions for Uncorrected Work

If the Engineer and County deem it expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

Article 14 Delays and Extension of Time

If no schedule or agreement stating the dates upon which drawings shall be furnished is made (see Article 8), then no claim for delay shall be allowed on account of failure to furnish drawings until two (2) weeks after demand for such drawings, and then not unless such claim is reasonable.

Article 15 Correction of Work After Final Payment

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, the Contractor shall remedy any defects and pay for any damage to other work resulting there from that appears within the guarantee period. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Director of Budget and Finance, Property Management.

Article 16 (Deleted)

Article 17 Assignment

The Contractor shall not assign the Contract. It shall not be sublet as a whole or sublet by trades or other portions in an amount of more than 75% of the monetary value of the Contract. The remaining 25% shall be executed by the Contractor with labor and materials directly purchased and paid for by the Contractor. Costs for insurance, over-head, supervisions, etc., may not be claimed as a portion of the 25% mentioned above. The execution of work by a subsidiary of the Contractor is not considered direct employment. The Contractor shall not assign any monies due or to become due to him/her hereunder, without the previous written consent of the County.

Article 18 Maryland State Sales Tax

- A. Contractors who are performing work for the State of Maryland or any of its political subdivisions are required to pay tax on materials and supplies which will be incorporated into the work.

- B. The Contractor must pay the tax on all equipment which is purchased, Even though it may be used on a job for the State of any of its political subdivisions.

V. MATERIALS

Article 19 Materials

Materials include all manufactured products and processed and unprocessed natural substances required for completion of the Contract. The Contractor in accepting the Contract is assumed to be thoroughly familiar with the materials required and their limitations as to use and requirements for connections, setting, maintenance and operation.

Whenever an article, material or equipment is specified and a fastening, furring, connection (including utility connections), bed or accessory is normally considered essential to its installation in good quality construction, such shall be included as if fully specified. Nothing in the Construction Specifications shall be interpreted as authorizing any work in any manner contrary to applicable law, codes or regulations (See Article 31).

A. Approval

All materials are subject to the Architect's or Engineer's approval as to conformity with the specifications, quality, design, color, etc. No work for which approval is necessary shall be contracted for, or used, until written approval is given by the Architect or Engineer. Approval of a subcontractor, as such, does not constitute approval of a material which is other than that included in the Construction Specifications.

B. New Materials

Unless otherwise specified, all materials shall be new.

C. Quality

Unless otherwise specified, all material shall be of the best quality of the respective kinds.

D. Samples

The Contractor shall furnish for approval all samples as directed. The work shall be the same as the approved samples.

E. Painting and Color

The Architect and Contractor shall jointly prepare the paint and color schedules. The Architect shall direct the exact color, texture and finish.

F. Proof of Quality

The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials either before or after installation. The Contractor shall pay for any tests as may be deemed necessary in relation to "Substitutions" (Paragraph I. below).

G. Contractor's Option

When several products or manufacturers are named in the Construction Specifications for the same purpose or use, then the Contractor shall select any of those so named. However, all of the units of a thing required for a project must be the same in material and manufacture.

H. "Or Equal", "Equal", "Approved Equal"

The above terms are used as synonyms throughout the Construction Specifications. They are implied in reference to all named manufacturers. Only materials that, in the opinion of the Engineer, are fully equal in all details of construction, methods of assembly, finish and design quality will be considered. (See A, C, E, above, and I. below.)

I. Substitutions

Should the Contractor desire to substitute another material for one or more specified by name, the Contractor shall apply, in writing, for such permission and state the credit or extra involved by the use of such material. The Engineer will not consider the substitution of any material different in type or construction methods unless such substitution effects a benefit to the County. (See A. and D. above.)

The Contractor shall not submit for approval, materials other than those specified without a written statement why such a Substitution is proposed. Approval of a "substitute" material by the Architect or Engineer when the Contractor has not designated such material is a "substitute," shall not be binding on the County nor release the Contractor from any obligations of the Contract, unless the Architect or Engineer approves such "substitutions" in writing.

J. Standard Specifications

Whenever references are made in the Contract Documents to the *Baltimore County Standard Specifications for Construction and Materials* and *Standard Details for Construction*, it shall be understood that the latest standards and/or requirements are intended and shall apply. When no specification is cited and the quality, processing, composition or method of installation of a thing is only generally referred to then:

1. For things not otherwise specified below, the latest edition of the Applicable American Society for Testing Materials Specifications shall apply.

2. For things covered by the applicable portions, the National Bureau of Fire Underwriters Code shall apply.
3. For things generally considered as plumbing and those things requiring plumbing connections, the applicable portions of the latest edition of the American Society of Mechanical Engineers Code and the Baltimore County Plumbing Code shall apply.
4. For things generally considered as heating and ventilating work and not covered by A.S.M.E. Code, the applicable portions of the latest edition of the Heating and Ventilating Guide, published by the American Society of Heating and Ventilating Engineers, and the Baltimore County Building Code shall apply.

K. Storage

The contractor shall confine apparatus and storage of materials to the "off-road" area delineated as the "Limit of Contract." The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger the safety of the structure or any part thereof.

VI. **QUALIFICATION, EMPLOYEES, WORKMANSHIP, SUBCONTRACTORS AND ADVERTISING**

Article 20 Qualification of Bidders

Bidders are required to be prequalified 10 days prior to bid opening, satisfactorily evidencing that they have the ability, equipment, organization and financial resources sufficient to enable completion of the work satisfactorily within the time specified in the Proposal.

Article 21 Employees and Workmanship

A. Employees

1. Qualification

Only personnel thoroughly trained and skilled in the task assigned them may be employed on any portion of the work, or they shall be removed.

2. Licensed

When County, State or Federal laws require that certain personnel (electricians, plumbers, etc.) be licensed, then all such personnel employed on the work shall be so licensed.

B. Quality of Labor

The Contractor shall employ on the work, at all times, sufficient personnel to complete the work within the time stated in the Proposal.

C. Work Areas

The Contractor shall confine the operations of his/her employees to the limits as provided by law, ordinance, permits or directions of the Office of Budget and Finance Property Management. Generally, the "off-road" area will be the same as the "limit of Contract" line.

D. Methods and Quality

1. All workmanship shall be of good quality. Whenever the method of the work or manner of procedure is not specifically stated or shown in the Contract Documents, then it is intended that the best standard practice shall be adhered to. Recommendations of the manufacturers of approved materials shall be considered as a part of Construction Specifications and all materials shall be applied, installed, connected, erected, used, cleaned and conditioned as so called for thereby. This, however, does not remove any requirement in Construction Specifications to add to the manufacturer's recommendations.
2. All materials shall be accurately assembled, set, etc., and when so required in good construction, shall be true to line, even, square, plumb, level and regularly spaced, coursed, etc. Under no circumstances, either in new or old work, shall any material be applied over another which has not been thoroughly cleaned, sanded or otherwise treated so as not to impair the finish, adhesion, or efficiency of the next applied item.
3. All methods, procedures and results are subject to the Engineer's approval as to finished result to be obtained. However, this is not to be interpreted as placing upon the Engineer any responsibility for the "work" management which is solely the responsibility of the Contractor.

E. Joining of Work

1. The Contractor shall so schedule the work as to ensure efficient and uninterrupted progress and to hold to an absolute minimum the cutting and patching of new work. All cutting, patching and digging necessary to the execution of the work is included.
2. The Contractor shall so schedule (to include subcontracts) the construction performed by each group or trade that each installation or portion of the construction shall member with and join with all other work as required for a complete installation, all according to accepted good construction practice.

F. Superintendent

The Contractor shall keep on the work, at all times during its progress, a competent superintendent and all necessary assistants, all approved by the

Office of Budget and Finance Property Management. Prior to commencement of the work, the Contractor shall submit in writing to the Office of Budget and Finance Property Management the name and qualifications of the person to be employed as Superintendent for the execution of the Contract. A written approval or rejection will be given following review of the data. Persons who have previously proved unsatisfactory on work executed for the County, or who are without proper qualifications, will not be approved. Should the Superintendent be complained of by the Office of Budget and Finance Property Management for cause, he/she shall be removed from the work. Should it be necessary to change the Superintendent, the above procedure shall be repeated. The Superintendent will represent the Contractor. All directions given to the Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed on written request in each case.

G. Discipline

The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the work any unfit person. The Contractor shall enforce all instructions relative to use of water, heat, power, no smoking, and control any use of fires, as required by law and for the Office of Budget and Finance Property Management. Employees must not be allowed to loiter on the premises before or after job working hours.

Article 22 Employment Lists

The Contractor may contact MARYLAND STATE EMPLOYMENT SERVICE, Towson, MD, 21204, if so desired, for additional labor regarding this project.

Article 23 Contractor's Supervision (Also see Article 21, Paragraph F.)

The Contractor shall constantly maintain efficient supervision of the work, using his/her best skills and coordinating ability. The Contractor shall carefully study and compare all drawings, specifications, and other instructions and check them against conditions existing or being constructed on the project. The Contractor shall report to the Engineer any error inconsistency or omission which may be discovered. (See also Article 5, Paragraph E, and Instructions to Bidders.) The Contractor shall not be held responsible for the existence or discovery of such errors or conflicts and neither shall the adjustment of such errors or conflicts be grounds for claim for extra on the art of the Contractor unless such adjustment involves work not obviously contemplated by the Contract Documents or necessary to progress of the work. The Contractor shall be responsible for the coordination of the work of all subcontractors.

Article 24 The County's Right to do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County after three days' written notice to the Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Article 25 County's Right to Terminate Contract

A. Terminate Contract

The Office of Budget and Finance, Property Management, upon proof that sufficient cause exists to satisfy such action, may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method may be deemed expedient, if any of the following conditions exists:

1. If the contractor should
 - a. Be adjudged a bankrupt or make a general assignment for the benefit of creditors,
 - b. Has a receiver appointed on account of insolvency.
 - c. Fails to or repeatedly and persistently refuses to supply properly skilled workers or proper materials, except in cases for which extension of time is provided,
 - d. Fails to make payment to subcontractors, or for materials and labor,
 - e. Persistently disregards laws, ordinances or the instructions of the Engineer, or
 - f. Is otherwise guilty of a substantial violation of any provision of the Contract.

2. Payment Status

In cases such as identified above, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be itemized by the Engineer and a certified copy supplied to the Contractor.

Article 26 Sanitary Conveniences

- A. The Contractor shall arrange for the erection and Maintenance of temporary toilets equipped with running water and drain connection for use of employees. These conveniences shall be erected and kept clean and in good condition, as required by law, until ordered removed by the Engineer.
- B. In lieu of A. above, the Contractor may install a portable approved chemical toilet at an approved location.
- C. The permanent plumbing fixtures to be constructed under this Contract shall not be used during construction, under any circumstances.

Article 27 Subcontracts Deleted

Article 28 Relation of Contractor and Subcontractor

- A. **The Contractor agrees** to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Agreement, *Baltimore County's Standard Specifications for Construction and Materials* and *Standard Details for Construction the General Conditions*, the Drawings and Construction Specifications, as far as applicable, to his/her work, including the following provisions of this Article, unless specifically noted to the contrary in the subcontract approved in writing as adequate by the Office of Budget and Finance, Property Management.
- B. **The Subcontractor agrees** to be bound to the Contractor by the terms of the Agreement, *Baltimore County's Standard Specifications for Construction and Materials* and *Standard Details for Construction, General Conditions*, Special Provisions, Construction Specifications, and to assume towards him/her all obligations and responsibilities that he/she, by those documents, assumes towards the County.
 - 1. To submit to the Contractor applications for payment in such reasonable times as to enable the Contractor to apply for payment under Article 8 of these *General Conditions*.
 - 2. To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in *Baltimore County's Standard Specifications for Construction and Materials* or those *General Conditions* for like claims by the Contractor upon the County, except that the time for making claims for extra cost is one (1) week.

C. **The Contractor agrees** to be bound to the Subcontractor by all the obligations the County assumes to the Contractor under Agreement, *Baltimore County's Standard Specifications for Construction and Materials, General Conditions*, Drawings and Construction Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the County.

1. To pay the Subcontractors:

- a. Upon receipt of payment, if issued under the schedule of values described in *Baltimore County's Standard Specifications for Construction and Materials, G.P.- 9.03* or Article 8 of these *General Conditions*, the amount allowed to the Contractor on account of the Subcontractor's work, to the extent of the Subcontractor's interest herein.
 - b. Upon the receipt of payment, if issued otherwise than as in Paragraph C.1., above, so that at all times the total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him/her.
 - c. To such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.
 - d. On demand for his/her work or materials as far as executed and fixed in place, less the retained percentage, at the time the payment is requested, even though the Engineer fails to approve it for any cause not the fault of the Subcontractor.
 - e. A just share of any fire insurance money received by him/her, the Contractor, under Article 35 of these *General Conditions*.
2. To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specified in the subcontract.
3. That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim was originated.
4. To give the Subcontractor an opportunity to be present and to submit evidence in any manner involving his/her rights.

5. The Contractor and the Subcontractor agree that nothing in this Article shall create any obligation on the part of the County to pay to or to see to the payment of any sums to any Subcontractor.

Article 29 Interlocking Contracts

The attention of the Contractor and all Subcontractors is specifically called to the necessity of reading the Specifications covering items of the work which connect with or are dependent upon the work specified under each heading, and each Contractor executing the work called for there under shall be responsible for arranging for proper provision for connecting and coordinating his/her work with such other items.

Article 30 Advertising Signs

- A. The Contractor will furnish, erect and maintain a project sign for the duration of the project. The sign shall be placed on the site where and as directed by the Engineer. The sign shall be fastened to three posts spaced 4' apart. The posts shall be 4" x4", seven feet above ground and three feet below ground.
- B. The project sign is shown on page GC-27 in this book.

VII. LAWS, PERMITS, LICENSES, INSURANCE, AND BONDS

Article 31 Laws, Permits and Regulations

- A. Permit and Service Connections:
 1. **BUILDING PERMIT** - The County will obtain the building permit at no cost to the Contractor.
 2. **PERMANENT WATER SERVICE** - The County will apply for the water service and pay all related charges; i.e., water meter, water systems connection charge, water distribution charge and sewer systems connection charge. Total installation of the permanent water service is part of this Contract. Water service shall be installed by a County Prequalified Utility Contractor.
 3. **PLUMBING PERMIT** - The Contractor shall apply for the Permit; however, the County will pay all related charges and fees.
 4. **PERMANENT ELECTRIC SERVICE** - The Contractor shall apply for and pay for the electrical permit. The County shall obtain BGE permanent gas and electric service to the site at no cost to the Contractor.

The Contractor shall coordinate the installation of permanent gas and electric service with Baltimore Gas & Electric

Company. Both the gas and electric services shall be activated at the same time under one account number showing Baltimore County as owner. The Contractor shall be responsible for payment of consumption charges for the use of gas and electric energy obtained through the permanent service until the building is accepted by the County or until agreed upon by the County in direct coordination with the Building Services Division of Baltimore County. Charges from BGE for removal of existing electric service will be paid by the County.

5. **PERMANENT TELEPHONE SERVICE** - The County shall pay for the telephone service and systems to and in the building. The Contractor is responsible for supplying and installing all conduit, cables and junction boxes as shown on the drawings or called out in the Specifications.
 6. **CABLE** - The County shall pay for any cable television service into the building. The contractor is responsible for supplying and installing the remaining work as shown on the drawings and called out in the Specifications.
 7. **TEMPORARY SERVICES** -All temporary services, such as water, electric, telephone, etc., shall be the Contractor's entire responsibility. (Also see Article 46.)
 8. **MISCELLANEOUS PERMITS** - The Contractor shall procure any and all necessary permits not previously mentioned and pay any and all related charges and fees required and incidental to the due and lawful prosecution of the work.
- B. The Contractor shall give all notices and comply with all State and Federal laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawing and Contract Specifications are at variance therewith, he/she shall promptly notify the Engineer, in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he/she shall bear all costs arising there from.

Article 32 Compensation, Liability, and Property Damage Insurance

(See Insurance Provision in Part VI of this Contract.)

Article 33 Builder's Risk Insurance

- A. The Contractor shall, at his/her own cost, insure the work and keep it insured at all times during the period of construction, and until final acceptance of it by the County, against loss or damage covered by

an "All Risk" Builders Risk type of policy. The amount of insurance shall be the 100% estimated replacement cost of the work.

- B. The policies shall be made payable to the County and the Contractor, as their interest may appear, and the policies shall be left in the possession of the Engineer, prior to the start of construction.

Article 34 Guaranty Bonds

- A. Prior to signing of the Contract, the Contractor will be required to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising there under, in such form as the County may prescribe with such sureties as the County may approve. The premiums shall be paid by the Contractor.
- B. The Bond to be in the amount of the total Contract price.
- C. At the direction of the Office of Budget and Finance, Property Management, the Contractor may be required to increase the above bond. Such addition will be paid for by the County in the amount of actual cost to the Contractor.

Article 35 Damages

- A. If either party to this Contract should suffer damages in any manner because of the wrongful act or neglect of the other party or of anyone employed by him/her, then reimbursement shall be made by the other party for such damage.
- B. Claims under this clause shall be made in writing to the party liable within a reasonable time at the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement.
- C. Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or refer the matter to the Office of Budget and Finance, Property Management, who will render a decision after hearing all evidence in the matter. The Contractor shall pay or satisfy such decision.

VIII. INSPECTION AND SURVEYS

Article 36 Inspection

- A. If the Construction Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority, the date fixed for such inspection. Inspections by

the Engineer shall be made promptly, and where practicable, at the source of supply. Any work covered without approval of the Engineer must, if required, be uncovered for examination at the Contractor's expense.

- B. If initial tests and/or inspections show substandard products, materials, workmanship, etc. and the Contractor elects, with the Engineer's approval, to perform additional tests and/or inspections to prove the acceptability of the substandard products, materials, workmanship etc., he/she shall perform same at his/her expense.

Article 37 Surveys

- A. The General Contractor shall, at his/her own expense, employ a registered surveyor to provide Elevation Bench Mark, and locate corners of the building and the limits of contract.
- B. The General Contractor shall, at his/her own expense, employ a competent field engineer, to give the lines and levels for the building, sidewalks and footings, etc. The Contractor will be responsible for all lines and levels and will guarantee all lines and levels as are shown on drawings.

Article 38 Unauthorized Work

Work done without lines and grades being established, work done beyond the lines and grades shown on the Plans or as established, except as herein provided, or any extra work done without written authority will be considered as unauthorized and at the expense of the Contractor and will not be measured by the Engineer, or paid for by the County. Work so done may be ordered by the Engineer to be removed and replaced at the Contractor's expense.

IX. CONSTRUCTION

Article 39 Construction Schedule

The Contractor shall hold bi-weekly "progress meetings" at the site, at a time suitable to the Engineer, at which the progress of the work shall be reported upon in detail with reference to schedules. Each interested subcontractor shall be required to have present a competent representative to report the condition of his/her branch of the work and to receive instructions. Minutes of these "progress meetings" shall be taken by the Contractor who shall type them for distribution to members of the conference, the Office of Budget and Finance, Property Management, and other interested persons. These minutes shall be received by all parties prior to the next scheduled "progress meeting."

Article 40 Protection of Work and Property

- A. All trees along the way of access shall be boxed, also all trees surrounding the building which are liable to injury by the moving, storing and working up of materials. No permanent tree shall be used for attachment of any ropes or derricks. Every public way, catch basin, conduit, tree, fence or things injured in carrying out this Contract, shall be replaced and put in good condition, unless the same shall be permanently done away with by order of the Engineer.
- B. The Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling material.
- C. In an emergency affecting the safety of life, or of the work, or of the adjoining property, the contractor, without special instruction or authorization is hereby permitted to act, at his/her discretion, to prevent such threatened loss or injury, and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as outlined in Article 11.

Article 41 Shoring, Bracing and Sheeting

- A. The Contractor shall do all necessary shoring, bracing and sheeting required, or as directed by the Engineer, to carryout the work, install the foundations and other building construction, to protect the street, sidewalks and all adjoining buildings and property. He/she shall thoroughly brace and protect all earth banks sides of pits, trenches, and other excavations to prevent danger to persons or structures, and to prevent injurious cavings or erosion of any sort. Shoring and sheeting shall be removed after, or as, the walls are built and properly set.
- B. Full responsibility for both the design (by an Engineer licensed in Maryland) and the execution of all shoring, bracing, and sheeting work shall rest upon the contractor. While the Engineer shall be fully advised of all details for such work before the work itself is executed, this shall not in any way relieve the Contractor for full responsibility for all damage or expense arising from faulty installation of the said work of shoring, bracing, or sheeting.

Article 42 Tests

- A. Soils testing shall be performed by an independent testing firm arranged and paid for by the County.

- B. Materials testing shall be performed by an independent testing firm, paid for by the Contractor, which has previously been approved by the County and Architect/Engineer. Certified copies of all such test reports shall be submitted to the Engineer for approval.

Article 43 Cleaning Up

- A. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work, and at the completion of the work, shall remove all his/her rubbish from and about the project site, and all his/her tools, scaffolding and surplus material.

In case of dispute, the County may remove the rubbish and charge the cost to the several contractors as the Engineer shall determine to be just.

- B. All debris shall be kept sprinkled to reduce dust and shall be promptly removed from the building, and no combustible materials shall be stored against perimeter walls.
- C. The Contractor shall clean entirely the building as it is completed, wash all windows, scrub all floors at least once, and leave all floors free from spots and blemishes. The interior of the building and the project area shall be left "broom clean," or its equivalent.

Article 44 As-Built Drawings

The Contractor shall, as the project progresses, neatly record on a set of white prints any changes and all revisions to the work wherever they shall differ from the Contract Drawings. Upon completion of the work, the Contractor shall turn over to the Architect this set of prints.

Article 45 Drainage and Pumping

The Contractor shall remove all water, including rain water, encountered during the entire progress of the work, using pumps, drains or other methods approved by the Engineer. Excavations and the project site shall be kept free from water until all backfilling is completed. The water shall be discharged to catch basins, or other drainage points as directed by the Engineer.

Article 46 Temporary Water, Electric and Other Services

- A. The Contractor shall arrange for and pay for the installation of temporary connection to the County's water mains, including all incidental fees and expenses for water supply during construction of the project, and shall pay for all water used. Wasting of County water will not be permitted.

- B. The Contractor shall arrange for and pay for temporary electric light and power service required during construction of the project, and shall pay for all electricity used. Gasoline or other torches for lighting will not be permitted.
- C. The Contractor shall provide and pay for any other temporary services which may be required for the satisfactory completion of the project.
- D. The Contractor shall provide, at his/her own expense, all cold weather protection, temporary heat and fuel as necessary to carry on the work expeditiously during inclement weather, to protect work and materials against injury from dampness and cold, to dry out the building and provide suitable working conditions. Refer to other sections for temperatures required for work under the various trades

The methods of heating and type of fuel and equipment used shall be subject to approval by Engineer.

With special permission, in writing, permanent heating system may be used to dry out building and provide suitable working conditions in all or various parts thereof as soon as practicable. If used, Contractor shall be responsible for use of permanent heating system for purpose described and all costs of fuel, attendance, etc. in connection therewith shall be borne by him/her. Such use shall not relieve Contractor of his/her responsibility to turn over system to Owner in perfect condition on completion of project, including the removal of all dust of construction from air handling units, etc., the replacing of all filters, etc., nor shall it shorten stipulated guarantee period which will commence upon the date of final acceptance of the work.

Article 47 Connecting to Existing Utilities

The Contractor shall, at his/her own cost and expense and as part of this work under the Contract, furnish all labor, materials, tools, and appliances, and do all work required for making connections to existing storm drains, sanitary sewer, water, gas and electric service connections, as shown on drawings, and the cost of making such connections shall be included in his/her bid.

Article 48 Existing Utilities Shown on Plans

Water mains, gas mains, storm drains, sanitary sewers, and other utilities are shown on the Plans, in accordance with the best information available, for the information of the Contractor. The County assumes no responsibility for accuracy or completeness of the information shown. Existing mains and services shall be carefully protected and any damage to them caused by the work shall be immediately repaired to the satisfaction of the Engineer by the Contractor at his own expense, using materials of the quality and kinds damaged.

X. MISCELLANEOUS ADDENDA

Article 49 Holidays

The word "holidays" used in these Contract Documents shall be taken to mean the below listed holidays, which in Baltimore County, occur as shown below:

January 1	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	President's Day
4th Monday in May	Memorial Day
June 19	Juneteenth Independence
July 4	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Indigenous Peoples' Day
November 11	Veteran's Day
4th Thursday in November	Thanksgiving Day
December 25	Christmas
All Days of General Elections	

If any holiday occurs on Sunday, the following Monday shall be considered a holiday. If the holiday occurs on Saturday, the Friday immediately preceding shall be considered a holiday.

Article 50 Buy American Steel Act

The State of Maryland has approved House Bill No. 1659 to "Buy American Steel" for all Public Works projects in the State of Maryland, effective July 1, 1978. Compliance with Article 20.17 Metal Pipe (Page 100) and Article 20.18 Metal for Structures (Page 102) in the *S.H.A. Specifications for Materials, Highways, Bridges and Incidental Structures* dated March 1968 will satisfy this condition. Also see *Baltimore County's Standard Specifications for Construction and Materials* Section GP 7.28.

Article 51 Guarantee

- A. The Contractor guarantees all work against faulty or imperfect materials, against all imperfect or careless and/or unskilled workmanship, against all leaks and against all mechanical and electrical failure of equipment for a period of two (2) years from the date of acceptance of the project by the County. See other Sections of this Specification for other guarantees.
- B. The Contractor shall remove, replace or re-execute, without cost to the Owner, any work found to be imperfect during the guarantee period.

Article 52 Offices and Telephones

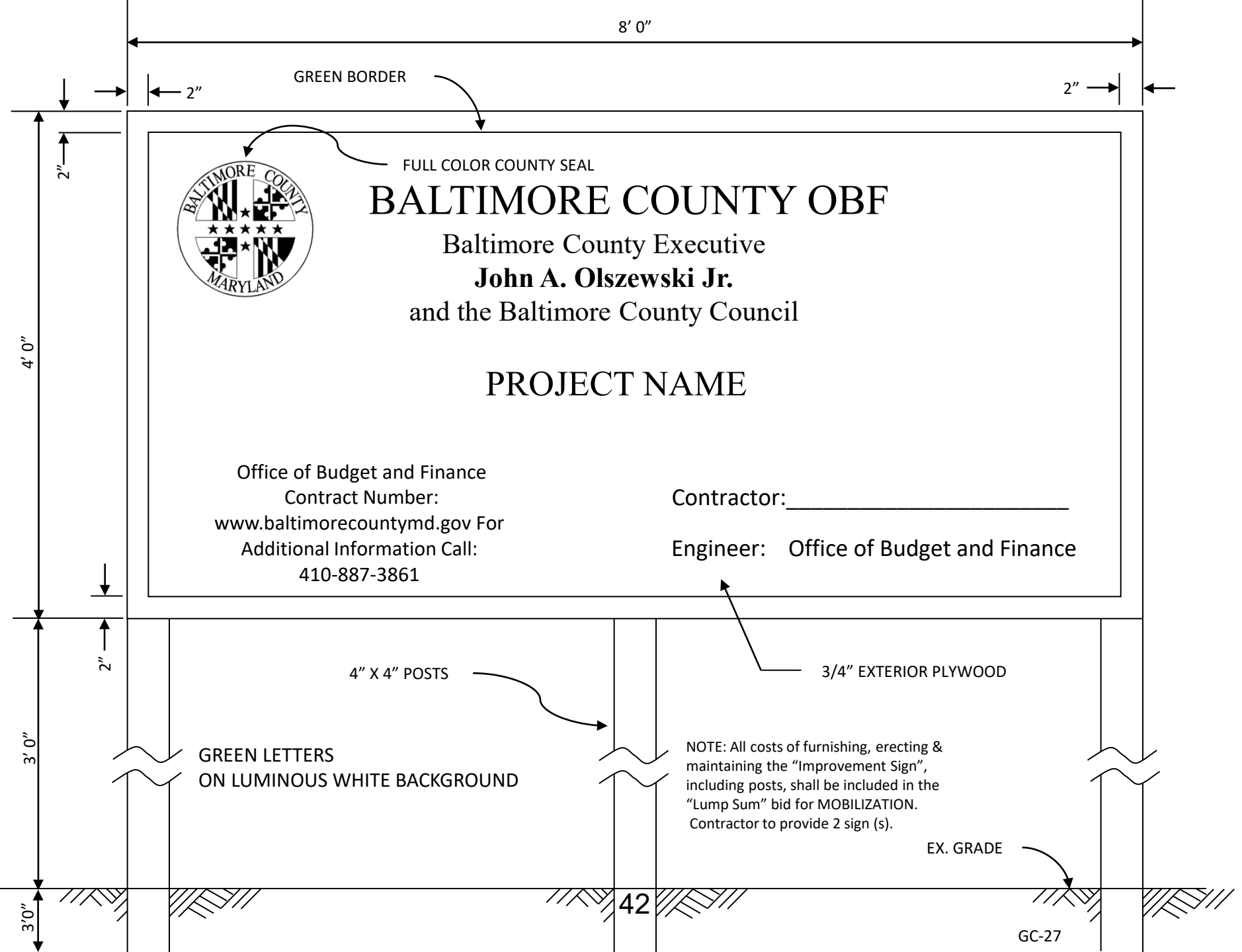
- A. The Contractor shall erect and maintain upon the project site, and where directed by the Engineer, suitable offices for his/her own use and that of the Engineer.

- B. A room of adequate size shall be provided and maintained in the Contractor's office to be used for "Progress Meetings," which frequently involve fifteen (15 or more persons). This space shall be so arranged that they can be held without interference with or from the other office or supervisory work. The room shall be 300 sq. ft. minimum and 10 ft. minimum width.

These offices shall be provided with adequate heating and lighting, all at the expense of the Contractor. In addition to the above requirements, air-conditioning will be required, the cost of which is to be included in the lump sum bid price. The system must be capable of maintaining a temperature of 80 degrees F dry bulb and approximately 50% relative humidity in the conditioned area when outside temperatures are 95 degrees F dry bulb and 78 degrees F wet bulb.

- C. The Engineer's office shall meet or exceed all requirements for a Type 1 office in accordance with *Baltimore County's Standard Specifications for Construction and Materials*, Section 103 Engineer's Office.

The Contractor shall provide telephone and FAX service in the Office of the Engineer. The Contractor shall pay all costs of installation and all charges for local and Baltimore City calls, but will not be expected to pay for long distance calls made from the Engineer's Office.



PROJECT MANUAL FOR CONSTRUCTION OF
STANSBURY PARK FISHING PIER AND HIKING TRAIL
PIER REPLACEMENT AND PARK ENHANCEMENTS

AT

STANSBURY PARK

BALTIMORE COUNTY, MARYLAND

**7800 Stansbury Road
Dundalk, Maryland 21222**

FOR THE DEPARTMENT OF PROPERTY MANAGEMENT

CONTRACT NO. 23119 GX0

AUGUST 2024

BALTIMORE COUNTY

Baltimore County Office of Budget and Finance

BRUDIS & ASSOCIATES, INC.

11000 Broken Land Parkway • Suite 450 • Columbia, Maryland • 21044

8/21/2024

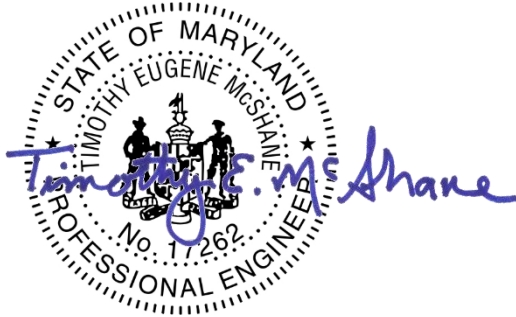
STANSBURY PARK FISHING PIER AND HIKING TRAIL
PIER REPLACEMENT AND PARK ENHANCEMENTS
Stansbury Park, Baltimore County, Maryland

CONTRACT NO. 23119 GX0

8/21/2024

PROFESSIONAL CERTIFICATION

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 17262, EXPIRATION DATE: 02-24-2025.



8-21-2024

BRUDIS & ASSOCIATES, INC.

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LIST OF DRAWINGS

DRAWINGS:

THE WORK SHALL CONFORM TO THE DRAWINGS TITLED 'STANSBURY PARK - PARK RENOVATIONS', WHICH DRAWINGS FORM A PART OF THESE SPECIFICATIONS AND ARE DATED JULY 2024.

SHEET NO.	DRAWING NO.	SHEET DESIGNATION DESCRIPTION
1	2024-0048	TS-01 TITLE SHEET
2	2024-0049	GN-01 GENERAL NOTES AND ABBREVIATIONS
3	2024-0050	C-01 EXISTING CONDITIONS PLAN
4	2024-0051	C-02 PAVEMENT DETAILS
5	2024-0052	C-03 GEOMETRY SHEET
6	2024-0053	C-04 SITE IMPROVEMENT PLAN
7	2024-0054	C-05 PAVEMENT REPAIR DETAILS - 1
8	2024-0055	C-06 PAVEMENT REPAIR DETAILS - 2
9	2024-0056	C-07 PHASE 1 EROSION AND SEDIMENT CONTROL PLAN
10	2024-0057	C-08 PHASE 2 EROSION AND SEDIMENT CONTROL PLAN 1
11	2024-0058	C-09 PHASE 2 EROSION AND SEDIMENT CONTROL PLAN 2
12	2024-0059	C-10 PHASE 2 EROSION AND SEDIMENT CONTROL PLAN 3
13	2024-0060	C-11 PHASE 2 EROSION AND SEDIMENT CONTROL PLAN 4
14	2024-0061	C-12 EROSION AND SEDIMENT CONTROL NOTES AND DETAILS 1
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18	2024-0065	S-01 DEMOLITION PLAN AND ELEVATION
19	2024-0066	S-02 GENERAL PLAN AND ELEVATION
20	2024-0067	S-03 RETAINING WALL PLAN AND ELEVATION
21	2024-0068	S-04 STRUCTURE DETAILS - 1
22	2024-0069	S-05 STRUCTURE DETAILS - 2
23	2024-0070	S-06 STRUCTURE DETAILS - 3
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27	2024-0074	S-10 BENCH AND SLAB DETAILS
28	2024-0075	S-11 BORING AND DRIVE TESTS
29	2024-0076	L-01 CRITICAL AREA MANAGEMENT PLAN

-- END OF LIST OF DRAWINGS --

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

This project is for removal and replacement of the existing fishing pier and park enhancements including the hiking trail and parking lot at the Stansbury Park located at 7800 Stansbury Road, Dundalk, Maryland 21222.

1.1.1 Summary of work to be completed under this contract.

1. Removal and disposal of the existing wood deck, ramp, wood superstructure, and timber pile foundations at the fishing pier.
2. Removal and disposal of the existing floating pier connected to the fishing pier in its entirety.
3. Removal and disposal of the wood timber retaining wall adjacent to the parking lot access path to the pier and removal of the existing concrete stairs to the fishing pier.
4. Construction of a new wood deck, wood superstructure, floating pier, and ADA ramp including new timber pile foundations at the fishing pier.
5. Construction of new concrete stairs to the fishing pier including new steel pipe handrails.
6. Construction of a new concrete L-shaped abutment/wall at the intersection of the end of the fishing pier, the access ramp, and the new concrete stairs.
7. Construction of a new modular block retaining wall adjacent to the parking lot access path to the pier with safety railing.
8. Reconstruction and improvements to the access path from the parking lot to the pier.
9. Parking lot enhancements including two ADA H/C parking spots with appropriate striping and signage.
10. Repairs to the asphalt hiking trail.
11. Cleanup, finish grading, seed and mulch all disturbed areas.

1.2 COORDINATION OF WORK

The Contractor shall coordinate the work with the Baltimore County Office of Budget and Finance.

1.3 REFERENCES

The Baltimore County Department of Public Works STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, form a part of this specification to the extent referenced, but shall not include subsection .04, MEASUREMENT AND PAYMENT.

All work on this project shall conform to the Baltimore County Department of Public Works Standard Specifications for Construction & Materials, dated September 2023 and the new General Provisions (GP) and Terms and Conditions (TC), and Standard Details for Construction, unless otherwise noted, and Building Code for Baltimore County, IBC 2015 Edition.

1.4 LOCATION

The work is located at Stansbury Park located at 7800 Stansbury Road, Dundalk, Maryland 21222.

1.5 EXISTING WORK

- a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which is to remain.
- b. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Department. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.

1.6 LOCATION OF UNDERGROUND UTILITIES

There are no known existing underground utilities that exist within the project limits. However, the Contractor must verify the existence, location and elevations of existing utilities, not indicated or specified to be removed, but in locations of excavation, trenching and other work to be installed. The Contractor shall be responsible to protect in place all existing utilities within the limits of construction. Prior to the start of construction, the Contractor shall be responsible for contacting 'Miss Utility', 1-800-257-7777 and to contract with a Private Utility Location Company to locate any private or Park-owned underground utilities.

1.6.1 Notification Prior to Excavation

Notify the Baltimore County Office of Budget and Finance Property Management Specialist fourteen (14) days prior to start of construction.

1.7 EXISTING FACILITY OPERATION

The adjacent Park facilities and access roadways shall remain open to public traffic and Park personnel at all times. Construction may be temporarily interrupted as required by Park operations at any time.

1.8 PROGRESS SCHEDULE

- a. A CPM schedule is required. At a minimum, the following information will be included in the Contractor's progress schedule:
 1. Material and Shop Drawing submittal and review time.
 2. Lead time for critical materials and equipment.
 3. Construction tasks and activities coordinated with the schedule of values for progress payments.
- b. The progress schedule will reflect a rational, chronological progression of the work, in accordance with the Contractor's means and methods to complete the project.
- c. The progress schedule will demonstrate any interrelationship such as 'Preceding/Succeeding' relationship between tasks.
- d. All tasks and/or activities shall be cost-loaded. The accepted Progress Schedule will become the basis for payment. All payments to the Contractor will be made based on the completion of these tasks and/or activities. Payments made to the Contractor for partial completion of any task shall not exceed 65% of that task's monetary value.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

-- End of Section --

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL REQUIREMENTS

The Contractor shall submit all shop drawings and submittals directly to Baltimore County Property Management. No submittals are to be submitted by the contractor directly to the Consultant.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUBMITTALS

1.1.1 Site Plan

The Contractor shall prepare and submit for approval a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, and avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.2 EMPLOYEE PARKING

Contractor employees shall park privately owned vehicles in an area designated by the County and with permission of the Park personnel. This area will be within reasonable walking distance of the construction site. The contractor employee parking shall not interfere with existing and established parking requirements and traffic flow of the Park.

1.3 AVAILABILITY AND USE OF UTILITY SERVICES

Utility service is not available for use by the Contractor on this project. The Contractor shall provide his own water, electric, telephone and other services required at his own expense.

1.3.1 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the County.

1.3.2 Telephone

The Contractor shall arrange and pay all costs for telephone facilities desired.

1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction, the Contractor shall provide access to park facilities at all times. The Contractor shall maintain and protect traffic on all affected roads, ramps, and parking areas during the construction period, except as otherwise specifically directed by the County. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the County Police. Public and County police traffic shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic and County police operations. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.4.1 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to roads, parking areas or park facilities is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.5 CONTRACTOR'S TEMPORARY FACILITIES

1.5.1 Storage Area

An on-site storage area is not required. If the Contractor elects to maintain an on-site storage area, the Contractor shall construct a temporary 6-ft. high chain link fence around trailers and materials. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the County away from the vicinity of the construction site but within the park property. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each workday.

1.5.2 Supplemental Storage Area

Upon Contractor's request, the County may designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the park property. Fencing of materials or equipment may be required at this site. The Contractor shall be responsible for the cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the County.

1.5.3 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair.

1.5.4 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment.

1.5.5 Security Provisions

The Contractor shall be responsible for the security of its own equipment.

1.5.6 Toilet Facilities

The contractor shall provide portable toilet facilities for workers.

1.6 TEMPORARY PROJECT SAFETY FENCING

The Contractor shall furnish and erect temporary project safety fencing at the work site at the direction of the County. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 8-ft. centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

1.7 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud, which is tracked onto grassed areas, shall be cleaned away. Materials resulting from demolition activities, which are salvageable, shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

1.8 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas

used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Grassed areas, which are damaged, shall be restored to its original condition, including topsoil and seeding as necessary.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

-- End of Section --

SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

All work for Temporary Erosion and Sediment Control shall be in accordance with the Plans and Section 308 - EROSION AND SEDIMENT CONTROL of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 - PRODUCTS

Refer to Section 308.02 MATERIALS.

PART 3 - EXECUTION

Refer to Section 308.03 CONSTRUCTION.

-- END OF SECTION --

SECTION 01 71 23.16

CONSTRUCTION SURVEYING

PART 1 - GENERAL

All work for Construction Surveying shall be in accordance with SECTION 107 - CONSTRUCTION STAKEOUT of the Baltimore County Standard Specifications for Construction and Materials.

Construction surveying shall be done under the supervision and direction of a Maryland licensed Professional Surveyor.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

-- END OF SECTION --

03 21 00

REINFORCEMENT BARS

PART 1 GENERAL

All work for Reinforcement Bars shall be in accordance with the Plans and Section 416 REINFORCEMENT FOR CONCRETE STRUCTURES of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 416.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 416.03 CONSTRUCTION.

-- End of Section --

03 31 00

STRUCTURAL CONCRETE

PART 1 GENERAL

All work for Structural Concrete shall be in accordance with the Plans and Section 414 PORTLAND CEMENT CONCRETE STRUCTURES of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 414.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 414.03 CONSTRUCTION.

-- End of Section --

SECTION 05 05 19

POST-INSTALLED CONCRETE ANCHORS

PART 1 GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Furnish all work, labor, materials, equipment and supervision necessary to provide and install anchors in previously poured concrete and in masonry as indicated on Structural Drawings, as specified herein, or as otherwise required to anchor or support materials and equipment from structure.
2. All work for POST-INSTALLED CONCRETE ANCHORS shall be in accordance with the Plans and Section 403 DRILLED HOLES IN EXISTING MASONRY of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 403.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 403.03 CONSTRUCTION.

-- End of Section --

SECTION 05 12 00

STRUCTURAL STEEL FRAMING

PART 1 GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Furnish all work, labor, materials, equipment, and supervision necessary to provide, fabricate and install miscellaneous structural steel as indicated on Structural Drawings, or as specified herein.
2. All work for Structural Steel Framing shall be in accordance with the Plans and applicable portions of Section 408 METAL STRUCTURES of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 408.02 MATERIALS, and the following.

909.02 STEEL FOR MISCELLANEOUS USE. Steel for miscellaneous use shall conform to A36 or A709, Grade 36.

909.06 BOLTS, NUTS AND WASHERS FOR GENERAL USE. Bolts, nuts, and washers for general use shall conform to A307 and shall be galvanized as specified in A153. Anchor bolts shall be galvanized and shall conform to A709, Grade 36.

PART 3 EXECUTION

Refer to Section 408.03 CONSTRUCTION.

-- End of Section --

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 GENERAL

All work for Rough Carpentry shall be in accordance with the Plans and Section 423 TIMBER STRUCTURES of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 423.02 MATERIALS., and the following:

Wood Boards - Fishing Pier and Floating Pier - All wood boards shall be Southern Pine ground contact fresh water heavy duty treated wood using AWPA UC4B, CA-C, Copper Azole, Type C (0.31 lbs./ft³ retention).

Fasteners for preservative treated wood shall be hot-dipped galvanized steel conforming to A153.

PART 3 EXECUTION

Refer to Section 423.03 CONSTRUCTION.

-- End of Section --

SECTION 31 11 00

CLEARING AND GRUBBING

PART 1 GENERAL

All work for Clearing and Grubbing shall be in accordance with the Plans and Section 101 CLEARING AND GRUBBING of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 101.02 MATERIALS. (NOT APPLICABLE)

PART 3 EXECUTION

Refer to Section 101.03 CONSTRUCTION.

-- End of Section --

SECTION 31 13 16

SELECTIVE TREE AND SHRUB TRIMMING

PART 1 GENERAL

All work for Selective Tree and Shrub Trimming shall be in accordance with the Plans, and SECTION 712 - SELECTIVE TREE TRIMMING and SECTION 713 - SELECTIVE TREE THINNING of the Baltimore County Standard Specifications for Construction and Materials.

A. Description

This work shall consist of removal of all vegetation on and along the trail within the limits specified on the plans. Removal of vegetation shall not include removal of trees having a diameter greater than 6-inches, unless directed otherwise by the County.

PART 2 PRODUCTS

Refer to Sections 712.02, 713.02 MATERIALS, and the following:
Vegetation shall be removed using a MD DNR approved herbicide.

PART 3 EXECUTION

Refer to Sections 712.03, 713.03 CONSTRUCTION, and the following:
Limits of tree and shrub pruning shall be 3-ft. measured horizontally from edge of roadway and 10-ft. measured vertically from top of proposed roadway surface.

-- End of Section --

SECTION 31 23 16

EXCAVATION AND REMOVAL OF EXISTING STRUCTURES

PART 1 GENERAL

All work for Excavation shall be in accordance with the Plans, and SECTION 201 - ROADWAY EXCAVATION, 204 - EMBANKMENT AND SUBGRADE, 206 - REMOVAL OF EXISTING PAVEMENT, SIDEWALK, PAVED DITCHES, CURB, OR COMBINATION CURB AND GUTTER, 207 - REMOVAL OF EXISTING MASONRY, 208 - SUBGRADE PREPARATION, and SECTION 402 - REMOVAL OF EXISTING STRUCTURES of the Baltimore County Standard Specifications for Construction and Materials.

All roadway excavation is considered Class 2. Removal of all material and associated appurtenances is considered incidental to Excavation. Contractor to remove and dispose of all material offsite at no additional cost to the County.

All structure excavation is considered Class 3.

Contractor to delineate any storage and/or stockpile areas and secure approval from the County prior to excavation work.

PART 2 PRODUCTS

Refer to Sections 201.02, 204.02, 206.02, 207.02, 208.02, 402.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 201.03, 204.03, 206.03, 207.03, 208.03, 402.03 CONSTRUCTION.

-- End of Section --

SECTION 31 23 23

Fill

PART 1 GENERAL

All work for Fill shall be in accordance with the Plans and Section 203 - BORROW EXCAVATION of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 203.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 203.03 CONSTRUCTION.

-- End of Section --

SECTION 31 37 00

RIP RAP

PART 1 GENERAL

All work for Fill shall be in accordance with the Plans and Section 311 - RIPRAP SLOPE AND CHANNEL PROTECTION of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 311.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 311.03 CONSTRUCTION.

-- End of Section --

SECTION 31 62 19

TIMBER PILES

PART 1 GENERAL

All work for Timber Piles shall be in accordance with the Plans and Section 407 PILING of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 907.01 MATERIALS., and the following:

Timber Piles for Fishing Pier. All timber piles shall be Southern Pine ground contact fresh water extreme duty treated wood piling using AWPA UC4C, CCA, Chromated Copper Arsenate, (0.80 lbs./ft³ retention).

Fasteners for preservative treated wood shall be hot-dipped galvanized steel conforming to A153.

PART 3 EXECUTION

Refer to Section 407.03 CONSTRUCTION.

-- End of Section --

SECTION 32 11 23

AGGREGATE BASE COURSES

PART 1 GENERAL

All work for Aggregate Base Courses shall be in accordance with the Plans and Section 501 AGGREGATE BASE COURSES of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 501.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 501.03 CONSTRUCTION.

-- End of Section --

SECTION 32 12 16

HOT MIX ASPHALT PAVING

PART 1 GENERAL

All work for Hot Mix Asphalt Paving shall be in accordance with the Plans and Section 504 - HOT MIX ASPHALT PAVING of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 504.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 504.03 CONSTRUCTION.

All samples shall be submitted to BCPM. Material testing shall be by a third-party pavement material and testing agency included in the contractor's price.

-- End of Section --

SECTION 32 16 13.13

CAST-IN-PLACE CONCRETE CURBS AND GUTTERS

PART 1 GENERAL

All work for Cast-In-Place Concrete Curbs and Gutters shall be in accordance with the Plans and Section 609 - CURB, COMBINATION CURB AND GUTTER, AND MONOLITIC MEDIAN of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Refer to Section 609.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 609.03 CONSTRUCTION.

-- End of Section --

SECTION 32 32 15

PRECAST MODULAR BLOCK GRAVITY RETAINING WALL

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes furnishing all materials and labor required for the engineering design, manufacture and construction of a precast concrete modular block (PMB) gravity retaining wall without geosynthetic reinforcement. Precast modular block retaining wall blocks under this section shall be cast utilizing a wet-cast concrete mix and exhibit a final handling weight in excess of 1,000 pounds per unit.
- B. Scope of Work: The work shall consist of furnishing engineering design, shop drawings, materials, labor, equipment and supervision for the construction of a precast modular block (PMB) retaining wall structure in accordance with the requirements of this section and in acceptable conformity with the lines, grades, design and dimensions shown in the project site plans.
- C. Drawings and General Provisions of the Contract, also apply to this Section.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Allowances. No allowance shall be made in the price of the retaining wall for excavation beyond the limits required for retaining wall construction as shown on the project plans. The cost of excavation for the purposes of site access shall be the responsibility of the General Contractor. Removal of unsuitable soil and replacement with select fill shall be as directed and approved in writing by the County or County's representative.
- B. Measurement and Payment. Precast Modular Block Gravity Retaining Wall will not be measured for payment, but the cost will be included in the lump sum price bid for the project. The lump sum cost shall include engineering design, shop drawings, supply of all material components, removal of unsuitable soil and replacement with select fill, and the installation of the precast modular block retaining wall system.

1.03 REFERENCES

- A. Where the specification and reference documents conflict, the County's designated representative will make the final determination of the applicable document.
- B. Definitions:
1. Precast Modular Block (PMB) Unit - machine-placed, "wet cast" concrete modular block retaining wall facing unit.
 2. Geotextile - a geosynthetic fabric manufactured for use as a separation and filtration medium between dissimilar soil materials.
 3. Drainage Aggregate - clean, crushed stone placed within and immediately behind the precast modular block units to facilitate drainage and reduce compaction requirements immediately adjacent to and behind the precast modular block units.
 4. Unit Core Fill - clean, crushed stone placed within the hollow vertical core of a precast modular block unit. Typically, the same material used for drainage aggregate as defined above.
 5. Foundation Zone - soil zone immediately beneath the leveling pad.
 6. Retained Zone - soil zone immediately behind the drainage aggregate and wall infill for wall sections designed as modular gravity structures.
 7. Leveling Pad - hard, flat surface upon which the bottom course of precast modular blocks are placed. The leveling pad may be constructed with crushed stone or cast-in-place concrete. A leveling pad is not a structural footing.
 8. Wall Infill - the fill material placed and compacted between the drainage aggregate and the excavated soil face in retaining wall sections designed as modular gravity structures.
- C. Reference Standards
1. Design
 - a. AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020.
 - b. Design Manual for Segmental Retaining Walls, National Concrete Masonry Association, 3rd Edition, 2010
 2. Precast Modular Block Units
 - a. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
 - b. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - c. ASTM C143 - Standard Test Method for Slump of Hydraulic-Cement Concrete.

- d. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
- e. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
- j. ASTM C1776 - Standard Specification for Wet-Cast Precast Modular Retaining Wall Units.

3. Soils

- a. ASTM D422 - Standard Test Method for Particle-Size Analysis of Soils.
- b. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
- c. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort. (56,000 ft-lbf/ft (2,700 kN-m/m)).
- d. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- e. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

4. Drainage Pipe

- a. AASHTO M278 - Polyvinyl Chloride (PVC) plastic Pipe & Drain Pipe (underdrain outlet pipes).

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preconstruction Meeting. As directed by the County, the General Contractor shall schedule a preconstruction meeting at the project site prior to commencement of PMB retaining wall construction. Participation in the preconstruction meeting shall be required of the General Contractor, Retaining Wall Design Engineer, Retaining Wall Installation Contractor, Grading Contractor and Inspection Engineer. The General Contractor shall provide notification to all parties at least 10 calendar days prior to the meeting.

1.05 SUBMITTALS

- A. Product Data. At least 30 days prior to construction, the General Contractor shall submit a minimum of six (6) copies of the retaining wall product submittal package to the Baltimore County Representative for review and approval. The submittal package

shall include technical specifications and product data from the manufacturer for the following:

1. Precast Modular Block System brochure
 2. Precast Modular Block concrete test results specified in paragraph 2.01, subparagraph B of this section as follows:
 - a. 28-day compressive strength
 - b. Air content
 - c. Slump or Slump Flow (as applicable)
 3. Drainage Pipe
 4. Geotextile
 5. Color Sample (submit only to DNR Park Office)
- B. Installer Qualification Data. At least 30 days prior to construction, the General Contractor shall submit the qualifications of the business entity responsible for installation of the retaining wall, the Retaining Wall Installation Contractor, per paragraph 1.07, subparagraph A of this section.
- C. Retaining Wall Design Calculations and Construction Shop Drawings. At least 14 days prior to construction, the General Contractor shall furnish six (6) sets of construction shop drawings and six (6) copies of the supporting structural calculations report to the County for review and approval. This submittal shall include the following:
1. Signed, sealed and dated drawings and engineering calculations by a Maryland registered Professional Engineer prepared in accordance with these specifications.
 2. Qualifications Statement of Experience of the Retaining Wall Design Engineer as specified in paragraph 1.07, subparagraph B of this section.

1.06 CONSTRUCTION SHOP DRAWING PREPARATION

- A. The Retaining Wall Design Engineer shall coordinate the retaining wall shop drawing preparation with the project Civil Engineer, Structural Engineer and County's Representatives. The General Contractor shall furnish the Retaining Wall Design Engineer the current versions of the site, grading, drainage, utility, erosion control, and landscape plans required to prepare the construction shop drawings.
- B. Design of the precast modular block retaining wall shall satisfy the requirements of this section. Where local design or building code requirements exceed these specifications, the local requirements shall also be satisfied.

- C. The Retaining Wall Design Engineer shall note any exceptions to the requirements of this section by listing them at the bottom right corner of the first page of the construction shop drawings.
- D. Approval or rejection of the exceptions taken by the Retaining Wall Engineer will be made in writing as directed by the County.
- E. The precast modular block design, except as noted herein, shall be based upon:
 - 1. AASHTO Load and Resistance Factor Design (LRFD), or
 - 2. NCMA, Design of Segmental Retaining Walls
- F. Allowable bearing pressure requirements for each retaining wall shall be clearly shown on the design and construction drawings.
- G. Global Stability. Overall (global) stability shall be evaluated in accordance with the principles of limit equilibrium analysis as set forth in approved. The minimum factors of safety shall be as follows:
 - Normal Service (Static) 1.4
 - Seismic 1.1
 - Rapid Drawdown (if applicable) 1.2
- H. Seismic Stability. Seismic loading shall be evaluated in accordance with AASHTO Load and Resistance Factor Design (LRFD) method.

1.07 QUALITY ASSURANCE

- A. Retaining Wall Installation Contractor Qualifications. In order to demonstrate basic competence in the construction of precast modular block walls, the Retaining Wall Installation Contractor shall submit evidence of construction experience with the proposed precast modular block retaining wall system. The documentation for each qualifying project shall include:
 - a. Project name and location
 - b. Date (month and year) of construction completion
 - c. Contact information of County or General Contractor
 - d. Type (trade name) of precast modular block system built
 - e. Maximum height of the wall constructed
 - f. Face area of the wall constructed

In lieu of the requirements set forth in items above, the Retaining Wall Installation Contractor must be a certified Precast Modular Block Retaining Wall Installation Contractor as demonstrated by satisfactory completion of a certified precast

modular block retaining wall installation training program administered by the precast modular block manufacturer.

- B. Retaining Wall Design Engineer Qualifications and Statement of Experience. The Retaining Wall Design Engineer shall submit a written statement affirming that he or she has the following minimum qualifications and experience.
1. The Retaining Wall Design Engineer shall be licensed to practice in the jurisdiction of the project location (Maryland).
 2. The Retaining Wall Design Engineer shall be independently capable of performing all internal and external stability analyses, including those for seismic loading, compound stability, rapid draw-down and deep-seated, global modes of failure.
 3. The Retaining Wall Design Engineer shall affirm in writing that he or she has personally supervised the design of the retaining walls for the project, that the design considers all the requirements listed in paragraph 1.06, and that he or she accepts responsibility as the design engineer of record for the retaining walls constructed on the project.
 4. In lieu of these specific requirements, the engineer may submit alternate documentation demonstrating competency in Precast Modular Block retaining wall design.
- C. The County reserves the right to reject the design services of any engineer or engineering firm who, in the sole opinion of the County, does not possess the requisite experience or qualifications.

1.08 QUALITY CONTROL

- A. The Baltimore County Representative shall review all submittals for materials, design, Retaining Wall Design Engineer qualifications and the Retaining Wall Installation Contractor qualifications.
- B. The Contractor shall retain the services of an independent Inspection Engineer who is experienced with the construction of precast modular block retaining wall structures to perform inspection and testing. The cost of inspection shall be the responsibility of the Contractor. Inspection shall be continuous throughout the construction of the retaining walls.
- C. The Inspection Engineer shall perform the following duties:

1. Inspect the construction of the precast modular block structure for conformance with construction shop drawings and the requirements of this specification.
 2. Verify that soil or aggregate fill placed and compacted in the retained and foundation zones of the retaining wall conforms with paragraphs 2.04 and 2.05 of this section and exhibits the shear strength parameters specified by the Retaining Wall Design Engineer.
 3. Verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate.
 4. Inspect and document soil compaction in accordance with these specifications:
 - a. Required dry unit weight
 - b. Actual dry unit weight
 - c. Allowable moisture content
 - d. Actual moisture content
 - e. Pass/fail assessment
 - f. Test location - wall station number
 - g. Test elevation
 - h. Distance of test location behind the wall face
 5. Verify that all excavated slopes in the vicinity of the retaining wall are bench-cut as directed by the project Geotechnical Engineer.
 6. Notify the Retaining Wall Installation Contractor of any deficiencies in the retaining wall construction and provide the Retaining Wall Installation Contractor with a reasonable opportunity to correct the deficiency.
 7. Notify the General Contractor, County and Retaining Wall Design Engineer of any construction deficiencies that have not been corrected in a timely manner.
 8. Document all inspection results.
 9. Test compacted density and moisture content of the retained backfill with the following frequency:
 - a. At least once every 1,000 square feet (in plan) per 9-inch vertical lift, and
 - b. At least once per every 18 inches of vertical wall construction.
- D. The Contractor's engagement of the Inspection Engineer does not relieve the Retaining Wall Installation Contractor of responsibility to construct the proposed retaining wall in accordance with the approved construction shop drawings and these specifications.
- E. The Retaining Wall Installation Contractor shall inspect the on-site grades and excavations prior to construction and notify the

Retaining Wall Design Engineer and General Contractor if on-site conditions differ from the elevations and grading conditions depicted in the retaining wall construction shop drawings.

1.09 DELIVERY, STORAGE AND HANDLING

- A. The Retaining Wall Installation Contractor shall inspect the materials upon delivery to ensure that the proper type, grade and color of materials have been delivered.
- B. The Retaining Wall Installation Contractor shall store and handle all materials in accordance with the manufacturer's recommendations as specified herein and in a manner that prevents deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, UV exposure or other causes. Damaged materials shall not be incorporated into the work.
- C. Geosynthetics. All geosynthetic materials shall be stored off the ground and protected from precipitation, sunlight, dirt and physical damage.
- D. Precast Modular Blocks. Precast modular blocks shall be stored in an area with positive drainage away from the blocks. Be careful to protect the block from mud and excessive chipping and breakage. Precast modular blocks shall not be stacked more than three (3) units high in the storage area.
- E. Drainage Aggregate and Backfill Stockpiles
 - 1. Drainage aggregate or backfill material shall not be piled over unstable slopes or areas of the project site with buried utilities.
 - 2. Drainage aggregate material shall not be staged where it may become mixed with or contaminated by poor draining fine-grained soils such as clay or silt.

1.10 MANUFACTURERS

Suggested manufacturers are listed below. This list shall not be construed to imply that other manufacturers are to be excluded. Other manufacturers may be used if their product meets design and specification requirements listed in this section.

- A. Modern Precast Systems (Strong Stone)
7860 Kabik Ct
Woodbine, MD 21797
410-970-8200

- B. SUSCON Products (Redi-Rock)
42 Fort Hoyle Rd.
Joppa, MD 21085
410-676-3600
- C. York Building Products (MagnumStone)
915 Loucks Mill Rd
York, PA 17402
717-845-5333

PART 2 - MATERIALS

2.01 PRECAST MODULAR BLOCK RETAINING WALL UNITS

- A. All units shall be wet-cast precast modular retaining wall units conforming to ASTM C1776.
- B. All units for the project shall be obtained from the same manufacturer. The manufacturer shall be licensed and authorized to produce the retaining wall units by the precast modular block system patent holder/licensor and shall document compliance with the published quality control standards of the proprietary precast modular block system licensor for the previous three (3) years, or the total time the manufacturer has been licensed, whichever is less.
- C. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94 and exhibit the following:
 - 1. Minimum 28-day compressive strength of 4,000 psi.
 - 2. Shall be free of water-soluble chlorides and chloride-based accelerator admixtures.
 - 3. 6% +/- 1½% air-entrainment in conformance ASTM C94.
 - 4. Maximum slump of 5 inches +/- 1½ inches per ASTM C143 for conventional concrete mix designs.
 - 5. Slump Flow for Self-Consolidating Concrete (SCC) mix designs shall be between 18 inches and 32 inches as tested in accordance with ASTM C1611.
- D. Each concrete block shall be cast in a single continuous pour without cold joints. Except for half-block units, corner units and other special application units, the precast modular block units shall conform to the nominal dimensions listed in the table below and be produced to the dimensional tolerances shown. The

nominal block dimensions shown are representative and may be adjusted according to the block manufacturer's standard units.

Block Type	Dimension	Nominal Value	Tolerance
28" Block	Height	18"	+/- 3/16"
	Length	46-1/8"	+/- 1/2"
	Width*	28"	+/- 1/2"
41" Block	Height	18"	+/- 3/16"
	Length	46-1/8"	+/- 1/2"
	Width*	40-1/2"	+/- 1/2"
60" Block	Height	18"	+/- 3/16"
	Length	46-1/8"	+/- 1/2"
	Width*	60"	+/- 1/2"

* Block tolerance measurements shall exclude variable face texture

- E. Individual block units shall have a nominal height of 18 inches.
- F. Except for half-block units, corner units and other special application units, the precast modular block units shall have integral shear keys that can resist horizontal shear forces at each block course. Regardless of precast modular block configuration, interface shear testing shall be completed without the inclusion of unit core infill aggregate.
- G. The 28" and 41" precast modular block units may be cast with a 13" wide, continuous vertical core slot completely through the block, or solid concrete.
- H. Without field cutting or special modification, the precast modular block units shall be capable of achieving a minimum radius of 14 ft 6 in.
- I. The precast modular block units shall be manufactured with an integrally cast shear keys that establishes a standard horizontal set-back for subsequent block courses. The precast modular block system shall be available in the four (4) standard horizontal set-back facing batter options listed below:

<u>Horizontal Set-Back/Blk. Course</u>	<u>Max. Facing Batter</u>
3/8"	1.2°
1-5/8"	5.2°
9-3/8"	27.5°
16-5/8"	42.7°

The precast modular block units shall be furnished with the required shear keys that provide the facing batter required in the construction shop drawings.

- J. The precast modular block unit face texture shall be selected by the County from the available range of textures available from the precast modular block manufacturer. Each textured block facing unit shall be a minimum of 5 square feet with a unique texture pattern that repeats with a maximum frequency of once in any 15 square feet of wall face.
- K. The block color shall be selected by the County from the range of colors available from the precast modular block manufacturer.
- L. All precast modular block units shall be sound and free of cracks or other defects that would interfere with the proper installation of the unit, impairing the strength or performance of the constructed wall. PMB units to be used in exposed wall construction shall not exhibit chips or cracks in the exposed face or faces of the unit that are not otherwise permitted. PMB units that exhibit cracks that are continuous through any solid element of the PMB unit shall not be incorporated in the work regardless of the width or length of the crack.

2.02 GEOTEXTILE

- A. Nonwoven geotextile fabric shall be placed as indicated on the retaining wall construction shop drawings. Additionally, the nonwoven geotextile fabric shall be placed in the v-shaped joint between adjacent block units on the same course. The nonwoven geotextile fabric shall meet the requirements for Class 3 construction survivability in accordance with AASHTO M 288.
- B. Nonwoven geotextile products shall be preapproved by the MSHA for Class SD Type II nonwoven geotextile.

2.03 DRAINAGE AGGREGATE AND WALL INFILL

- A. Drainage aggregate (and wall infill for retaining walls designed as modular gravity structures) shall be a durable crushed stone conforming to No. 57 size per ASTM C33 with the following particle-size distribution requirements per ASTM D422:

U.S. Standard	
<u>Sieve Size</u>	<u>% Passing</u>
1-½"	100
1"	95-100
½"	25-60
No. 4	0-10
No. 8	0-5

2.04 LEVELING PAD

- A. The precast modular block units shall be placed on a leveling pad constructed from crushed stone or unreinforced concrete. The leveling pad shall be constructed to the dimensions and limits shown on the retaining wall design drawings prepared by the Retaining Wall Design Engineer.
- B. Crushed stone used for construction of a granular leveling pad shall meet the requirements of the drainage aggregate and wall infill in section 2.03, or a preapproved alternate material.
- C. Concrete used for construction of an unreinforced concrete leveling pad shall satisfy the criteria for MSHA Mix No. 1. The concrete should be cured a minimum of 12 hours prior to placement of the precast modular block wall retaining units and exhibit a minimum 28-day compressive strength of 2,500 psi.

2.05 DRAINAGE

- A. Drainage Pipe
 - 1. Drainage collection pipe shall be 6-in. diameter PVC in accordance with SECTION 905 - PIPE, of the Baltimore County Standard Specifications for Construction and Materials.
 - 2. The drainage pipe shall be manufactured in accordance with ASTM D1248 for HDPE pipe and fittings.

PART 3 - EXECUTION

3.01 GENERAL

- A. All work shall be performed in accordance with OSHA safety standards, state and local building codes, and manufacturer's requirements.
- B. The General Contractor is responsible for the location and protection of all existing underground utilities. Any new utilities proposed for installation in the vicinity of the

retaining wall shall be installed concurrent with retaining wall construction. The General Contractor shall coordinate the work of subcontractors affected by this requirement.

- C. Utilities shall not be installed below the retaining wall unless specifically shown on the plans, or as directed by the County.
- D. The General Contractor is responsible for ensuring that safe excavations and embankments are maintained throughout the course of the project.
- E. All work shall be inspected by the Inspection Engineer as directed by the County.

3.02 EXAMINATION

- A. Prior to construction, the County, General Contractor, Grading Contractor, Retaining Wall Installation Contractor and Inspection Engineer shall examine the areas in which the retaining wall will be constructed to evaluate compliance with the requirements for installation tolerances, worker safety and any site conditions affecting performance of the completed structure. Installation shall proceed only after unsatisfactory conditions have been corrected.

3.03 PREPARATION

- A. Fill Soil.
 - 1. The Inspection Engineer shall verify that retained backfill material placed within a horizontal distance of one (1.0) times the wall height behind the wall blocks satisfies the criteria of this section.
 - 2. The Inspection Engineer shall verify that any fill soil installed in the foundation and retained soil zones of the retaining wall satisfies the specification of the Retaining Wall Design Engineer as shown on the construction drawings.
- B. Excavation.
 - 1. The Grading Contractor shall excavate to the lines and grades required for construction of the precast modular block retaining wall as shown on the construction drawings. The Grading Contractor shall minimize over-excavation. Excavation support, if required, shall be the responsibility of the Grading Contractor.
 - 2. Over-excavated soil shall be replaced with compacted fill in conformance with the specifications of the Retaining Wall

Design Engineer and Division 31, SECTION 31 23 16, EXCAVATION of these project specifications.

3. Embankment excavations shall be bench cut as directed by the Inspection Engineer for compliance.

C. Foundation Preparation.

1. Prior to construction of the precast modular block retaining wall, the leveling pad area and undercut zone (if applicable) shall be cleared and grubbed. All topsoil, brush, frozen soil and organic material shall be removed. Additional foundation soils found to be unsatisfactory beyond the specified undercut limits shall be undercut and replaced with approved fill as directed by the project Inspection Engineer. The Inspection Engineer shall ensure that the undercut limits are consistent with the requirements of the Contract Documents, and that all soil fill material is properly compacted according to project specifications. The Inspection Engineer shall document the volume of undercut and replacement.
2. Following excavation for the leveling pad and undercut zone (if applicable), the Inspection Engineer shall evaluate the in-situ soil in the foundation and retained soil zones.
 - a. The Inspection Engineer shall verify that the shear strength of the in-situ soil assumed by the Retaining Wall Design Engineer is appropriate. The Inspection Engineer shall immediately stop work and notify the County if the in-situ shear strength is found to be inconsistent with the retaining wall design assumptions.
 - b. The Inspection Engineer shall verify that the foundation soil has sufficient ultimate bearing capacity to satisfy the requirements indicated on the retaining wall construction shop drawings per paragraph 1.06 of this section.

D. Leveling Pad.

1. The leveling pad shall be constructed to provide a level, hard surface on which to place the first course of precast modular block units. The leveling pad shall be placed in the dimensions shown on the retaining wall construction drawings and extend to the limits indicated.
2. Crushed Stone Leveling Pad. Crushed stone shall be placed in uniform maximum lifts of 6". The crushed stone shall be compacted by a minimum of 3 passes of a vibratory compactor capable of exerting 2,000 lb. of centrifugal force and to the satisfaction of the Inspection Engineer.

3. Unreinforced Concrete Leveling Pad. The concrete shall be placed in the same dimensions as those required for the crushed stone leveling pad. The Retaining Wall Installation Contractor shall erect proper forms as required to ensure the accurate placement of the concrete leveling pad according to the retaining wall construction drawings.

3.04 PRECAST MODULAR BLOCK WALL SYSTEM INSTALLATION

- A. The precast modular block structure shall be constructed in accordance with the construction drawings, these specifications and the recommendations of the retaining wall system component manufacturers. Where conflicts exist between the manufacturer's recommendations and these specifications, these specifications shall prevail.
- B. Drainage components. Pipe, geotextile and drainage aggregate shall be installed as shown on the construction shop drawings.
- C. Precast Modular Block Installation
 1. The first course of block units shall be placed with the front face edges tightly abutted together on adjacent blocks, on the prepared leveling pad at the locations and elevations shown on the construction drawings. The Retaining Wall Installation Contractor shall take special care to ensure that the bottom course of block units are in full contact with the leveling pad, are set level and true, and are properly aligned according to the locations shown on the construction drawings.
 2. Backfill shall be placed in front of the bottom course of blocks prior to placement of subsequent block courses. Nonwoven geotextile fabric shall be placed in the V-shaped joints between adjacent blocks. Drainage aggregate shall be placed in the V-shaped joints between adjacent blocks, and extend to a minimum distance of 12" behind the block unit.
 3. Drainage aggregate shall be placed in 9-inch maximum lifts and compacted by a minimum of three (3) passes of a vibratory plate compactor capable exerting a minimum of 2,000 lb. of centrifugal force.
 4. Unit core fill shall be placed in the precast modular block unit vertical core slot. The core fill shall completely fill the slot to the level of the top of the block unit. The top of the block unit shall be broom-cleaned prior to placement of subsequent block courses. No additional courses of precast modular blocks may be stacked before the unit core fill is installed in the blocks on the course below.

5. Base course blocks for gravity wall designs (without geosynthetic soil reinforcement) may be furnished without vertical core slots. If so, disregard item 4 above, for the base course blocks in this application.
6. Nonwoven geotextile fabric shall be placed between the drainage aggregate and the retained soil (gravity wall design) if required on the retaining wall design drawings.
7. Subsequent courses of block units shall be installed with a running bond (half block horizontal course-to-course offset). Except for 90° corner units, the shear channel of the upper block shall be fully engaged with the shear keys of the block course below. The upper block course shall be pushed forward to fully engage the interface shear key between the blocks and to ensure consistent face batter and wall alignment. Drainage aggregate, unit core fill, geotextile and compacted backfill shall be complete and in-place for each course of block units before the next course of blocks is stacked.
8. The elevation of retained soil fill shall not be less than 1 block course (18") below the elevation of the retained backfill throughout the construction of the retaining wall.
9. If included as part of the precast modular block wall design, cap units shall be secured with an adhesive in accordance with the precast modular block manufacturer's recommendation.

D. Construction Tolerance. Allowable construction tolerance of the retaining wall shall be as follows:

1. Deviation from the design batter and horizontal alignment, when measured along a 10' straight wall section, shall not exceed 3/4".
2. Deviation from the overall design batter shall not exceed 1/2" per 10' of wall height.
3. The maximum allowable offset (horizontal bulge) of the face in any precast modular block joint shall be 1/2".
4. The base of the precast modular block wall excavation shall be within 2" of the staked elevations, unless otherwise approved by the Inspection Engineer.
5. Differential vertical settlement of the face shall not exceed 1' along any 200' of wall length.
6. The maximum allowable vertical displacement of the face in any precast modular block joint shall be 1/2".
7. The wall face shall be placed within 2" of the horizontal location staked.

3.05 WALL INFILL AND BACKFILL PLACEMENT

- A. Backfill material placed immediately behind the drainage aggregate shall be compacted as follows: 98% of maximum dry density at $\pm 2\%$ optimum moisture content per ASTM D698 standard Proctor or 85% relative density per ASTM D4254.
- B. Compactive effort within 3-ft. of the back of the precast modular blocks should be accomplished with walk-behind compactors. Compaction in this zone shall be within 95% of maximum dry density as measured in accordance with ASTM D698 standard Proctor or 80% relative density per ASTM D 4254. Heavy equipment should not be operated within 5-ft. of the back of the precast modular blocks.
- C. Backfill material shall be installed in lifts that do not exceed a compacted thickness of 9-in.
- D. At the end of each workday, the Retaining Wall Installation Contractor shall grade the surface of the last lift of the granular wall infill to a $3\% \pm 1\%$ slope away from the precast modular block wall face and compact it.
- E. The General Contractor shall direct the Grading Contractor to protect the precast modular block wall structure against surface water runoff at all times through the use of berms, diversion ditches, silt fence, temporary drains and/or any other necessary measures to prevent soil staining of the wall face, scour of the retaining wall foundation or erosion of the reinforced backfill or wall infill.

3.06 OBSTRUCTIONS IN THE INFILL ZONE

- A. The Retaining Wall Installation Contractor shall make all required allowances for obstructions behind and through the wall face in accordance with the approved construction shop drawings.
- B. Should unplanned obstructions become apparent for which the approved construction shop drawings do not account, the affected portion of the wall shall not be constructed until the Retaining Wall Design Engineer can appropriately address the required procedures for construction of the wall section in question.

3.07 COMPLETION

- A. For walls supporting unpaved areas, a minimum of 12" of compacted, low-permeability fill shall be placed over the granular wall infill zone of the precast modular block retaining wall structure. The adjacent retained soil shall be graded to prevent ponding of water behind the completed retaining wall.
- B. For retaining walls with crest slopes of 5H:1V or steeper, silt fence shall be installed along the wall crest immediately

following construction. The silt fence shall be located 3' to 4' behind the uppermost precast modular block unit. The crest slope above the wall shall be immediately seeded to establish vegetation. The General Contractor shall ensure that the seeded slope receives adequate irrigation and erosion protection to support germination and growth.

- C. The General Contractor shall confirm that the as-built precast modular block wall geometries conform to the requirements of this section. The General Contractor shall notify the County of any deviations.

-- End of Section --

SECTION 32 33 10

SITE SIGNAGE

PART 1 GENERAL

All work for Site Signage shall be in accordance with the Plans and SECTION 802 - GALVANIZED STEEL BEAM SIGN POSTS, SECTION 812 - WOOD SIGN SUPPORTS, and SECTION 813 - SIGNS of the Baltimore County Standard Specifications for Construction and Materials.

-- End of Section --

32 91 00

TOPSOIL

PART 1 GENERAL

All work for topsoil shall be in accordance with the Plans and SECTION 701 - SALVAGING TOPSOIL, SECTION 702 - PLACING SALVAGED TOPSOIL, SECTION 703 - PLACING FURNISHED TOPSOIL of the Baltimore County Standard Specifications for Construction and Materials.

This Section includes furnishing all materials and labor required for placing topsoil in preparation for vegetation establishment for restoration of disturbed areas and final grades as shown on the Plans.

PART 2 PRODUCTS

Refer to Section 701.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 701.03 CONSTRUCTION.

-- End of Section --

32 92 00

TURFGRASS ESTABLISHMENT

PART 1 GENERAL

All work for TURFGRASS ESTABLISHMENT shall be in accordance with the Plans and SECTION 705 - TURF ESTABLISHMENT, SECTION 708 - SODDING, and SECTION 709 - SOIL STABILIZATION MATTING of the Baltimore County Standard Specifications for Construction and Materials.

This Section includes furnishing all materials and labor required for establishing turfgrass for restoration of disturbed areas and final grades as shown on the Plans.

PART 2 PRODUCTS

Refer to Section 705.02 MATERIALS.

PART 3 EXECUTION

Refer to Section 705.03 CONSTRUCTION.

-- End of Section --

SECTION 35 05 01
MARINE CONTRACTOR QUALIFICATIONS

PART 1 GENERAL

1.1 DESCRIPTION

- A. The contractor or their subcontractor shall have experience with marine construction. The contractor or their subcontractor shall provide the owner with proof that the entity performing the work associated with the pier has a current and valid license from the Marine Contractors Licensing Board (MCLB). In addition, the contractor or their subcontractor shall also be registered with Baltimore County and have a N3 and N4 -Marine Construction Services designation for all work associated with the pier. A copy of the MCLB license shall be provided to the owner at the time of bidding. All marine work in and near tidal waters shall be performed by a MCLB licensed contractor.
- B. The contractor or their subcontractor shall have experience with marine construction of a similar or larger scale and be able to demonstrate that they have the necessary equipment and personnel to complete the project in accordance with the contract documents and all local, state, and federal regulations. The contractor shall submit a supplemental prequalification package consisting of Marine Construction Services Affidavit and reference forms to the County.

-- End of Section --

SECTION 35 51 13

FLOATING PIERS

PART 1 GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Furnish all work, fabrication, assembly, labor, materials, equipment, and supervision necessary to provide and install floating pier systems as indicated on Structural Drawings, and as specified herein.

1.2 References

- A. ASTM D-792: Density Typical Values - 0.941 g/cm³ ASTM International
- B. ASTM D-790: Flexural Modulus - Typical Values 827 Mpa (119,950 psi) ASTM International.
- C. ASTM D-638: Tensile Yield Strength - Typical Values 20.2 Mpa (119,950 psi) ASTM International.
- D. ASTM D-2240: Hardness, Shore D - Typical Values 61 ASTM International.

1.3 DESIGN / PERFORMANCE REQUIREMENTS

- A. Structural Performance: Flotation devices to provide a minimum of 390 pounds of buoyancy force each.

1.4 SUBMITTALS

- A. Product Data: Indicate sizes, profiles, dimensions, and performance characteristics.
- B. Shop drawings Contractor to submit shop drawings showing the product information and connectivity to the floating dock.

PART 2 PRODUCTS

- A. Provide Eagle Floats Flotation Devices as manufactured by Hendren Plastics or approved equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Install according to the manufacturer's instructions.
- B. Contractor to insure minimum 1" embedment of screws into the deck boards being careful not to go through the top surface of the deck boards.

-- End of Section --

SPECIAL PROVISIONS

Builder's Risk Insurance

- A. The Contractor shall, at his/her own cost, insure the work and keep it insured at all times during the period of construction, and until final acceptance of it by the County against loss of damage covered by an "All Risk" Builders Risk type of policy. The amount of insurance shall be the 100% estimated replacement cost of the work.
- B. The policies shall be made payable to the County and the Contractor, as their interest may appear, and the policies shall be left in the possession of the Engineer, prior to the start of construction.

S E C T I O N I I I

Permits



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

Permit Number: CEN23-000087

Permit Type: Commercial Environmental

Sub Type: Grading

Date Issued: 10/02/2024

Expiration Date: 10/01/2026

Property Information

Property Address: 7800 STANSBURY RD

City, State, Zip: DUNDALK, MD, 21222

Tax ID: 1600013271

District: 12

Existing Use:

Proposed Use:

Is this property located in a Floodplain: YES

Sprinkler to be Installed?:

Plumbing Work?:

Electrical Work?:

Lot Size and Setbacks

Size:

Set Backs - Front Yard:

Set Backs - Rear Yard:

Set Backs - Right Side Yard:

Set Backs - Left Side Yard:

Owner Information

Owner: BALTIMORE COUNTY MARYLAND

Owner Address: 12-R---116-1, BALTIMORE, MD, 21204

Tenant:

Applicant: Adam Wienhold

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.



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

Permit Number: CEN23-000087

Permit Type: Commercial Environmental

Sub Type: Grading

Date Issued: 10/02/2024

Expiration Date: 10/01/2026

Building Permit Contractor

Name of Contractor: Chris Collins

Phone Number:

Address: 11000 Broken Land Pkwy

City, State, Zip: Columbia, MD, 21044

Is Owner Contractor?:

Building Permit Information

Description of Work: CBCA GRADE 2,642SF TO BE USED AS A PIER AT STANSBURY PARK, INSTALLATION OF RETAINING WALL, INSTALLATION OF ADA RAMP FOR PIER, SPOT REPAIRS TO EXISTING WALKING TRAIL. 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. SEPARATE PERMITS REQUIRED FOR PIER, RAMP AND RETAINING WALL.

C. Pete Gutwald, AICP, Director

E. John Bryan, Building Engineer

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Plumbing Work?:

Electrical Work?:

Lot Size and Setbacks

Size:

Set Backs - Front Yard:

Set Backs - Rear Yard:

Set Backs - Right Side Yard:

Set Backs - Left Side Yard:

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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.

SECTION I V

Proposal

**This Section to be
Completed by Time of Bid**

SECTION-IV
PROPOSAL

DESCRIPTION OF WORK

Bid Opening via Teleconference WebEx: Thursday, December 19, 2024 @ 10:45 A.M. EST via WebEx Phone Number 1-415-655-0001, Access Code Number 2307 423 9292##

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

Calendar Days for Completion: One Hundred Eighty (180)

Liquidated and Other Damages: FIFTEEN HUNDRED DOLLARS (\$1500.00)

Cost Group “C” (\$500,001 to \$1,000,000)” (Prequalified contractors with a Cost Group restriction must bid within the dollar amount stated on their Certificate of Prequalification)

Work Classification: N3 w/ Additional Prequalification Requirement Reference and Affidavit forms due Monday, November 25, 2024.

TO BALTIMORE COUNTY, MARYLAND: Removal of existing pier, floating pier and concrete stair/ramp. Installation of new pier, floating pier, concrete stair and ADA ramp. Repair of existing walk paths in multiple locations. **Dundalk - District 12c7.**

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

Workday Number
10000079

Drawing Number(s)
2024-0048 thru 0076

A pre-bid meeting will be held on Wednesday, December 4, 2024 at 10:00 A.M. EST via WebEx. *Phone-In (Audio Only)* – 1-415-655-0001, Meeting Number 2304 940 5812##. *Video Conference* – Meeting Number 2304 940 5812, **Password: VwC38Pv2jPs**, 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.

CONTRACT PROPOSAL

Stansbury Park Fishing Pier & Hiking Trail Replacement & Enhancements - 7800 Stansbury Road, Dundalk, Md. 21222

CONTRACT NUMBER : 23119 GX0

WORKDAY NUMBER : 10000079

JOB ORDER NUMBER : N/A

CALENDAR DAYS : 180

CONTRACTOR: _____
ADDRESS: _____
PHONE: _____

BID ITEM	COMM. CODE		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	0	0000	REM OF EX. PIER, FLOAT PIER & CONC. STAIR/RAMP. INSTALL NEW PIER, FLOAT PIER, CONC. STAIR & ADA RAMP. REPAIR OF EX. WALKS	LS	1		\$
TOTAL COST FOR CONTRACT							\$

TOTAL COST FOR CONTRACT IN WORDS

OFFICER SIGNATURE

TITLE

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)

BID BOND

Principal

Business Address of Principal

Surety

Obligee: **BALTIMORE COUNTY, MARYLAND**
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

Five Percent of Bid Amount \$ _____ 5% of Bid

Penal Sum of Bond [shall be determined pursuant to latest revised Specification / G.P. 2.07 (2000 Ed.)]

Stansbury Park Fishing Pier & Hiking Trail Replacement & Enhancements
Contract Name

23119 GX0
Contract Number/Proposal Item Number

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal, above named, and Surety, above named, and authorized to do business in the State of Maryland, are held and firmly bound unto the Obligee, above named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal is the apparent low bidder and complies with all specified matters required before award or if the aforesaid Principal is awarded the contract, the said Principal will, within the time required, execute and deliver to the Obligee a formal contract and good and sufficient payment and performance bonds in the form provided by the Obligee, then, this obligation to be void; otherwise the Principal and Surety will, upon demand, pay unto the Obligee the entire Penal Sum of this Bid Bond as liquidated damages.

THE SURETY FURTHER GUARANTEES No Proposal will be considered unless accompanied by a guaranty of the amount specified in the Proposal in the form of either a certified check, bank cashier's check or a Bid Bond on the form provided therein or an exact facsimile thereof. The Bid Bond must be executed by a Surety that is, as of the date of the Bid: (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. The Bid Bond must guaranty payment to the County of liquidated damages as follows: (a) if only one Bid is received, the guaranteed payment shall be five (5%) percent of the Bidder's Bid amount, (b) if two or more Bids are received, the guaranteed payment shall be the difference between the Bidder's Bid amount and the next lowest Bid amount, subject to the limitation that the guaranteed payment not be greater than five (5%) percent of the Bidder's Bid amount. This Bid Bond is required in case the successful Bidder, after issuance of notice of Award, fails to comply, timely and completely, with each of the requirements set forth under Section GP-3.04.

Signed and sealed _____
Date

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Individual Principal

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Corporate Principal

In Presence of:

(Name of Corporation)

Witness: _____

By: _____

Print Name: _____

Print Name: _____ (SEAL)

Title: _____

Surety

(Name of Surety)

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

**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.

CONTRACT NUMBER:
23119 GX0

BALTIMORE COUNTY PREVAILING WAGE RATES
BUILDING CONSTRUCTION

Print Date 11/13/2024

Classification	Modification Reason	Basic Hourly Rate	Borrowed From	Fringe Benefit Payment
BALANCING TECHNICIAN	AD	\$32.17		\$12.93
BOILERMAKER	AD	\$22.00		\$6.49
BRICKLAYER	AD	\$36.50		\$13.77
CARPENTER	AD	\$33.21		\$14.03
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$33.21		\$14.03
CARPET LAYER	AD	\$33.34		\$14.40
CEMENT MASON	AD	\$27.39		\$11.88
COMMUNICATION INSTALLER TECHNICIAN	AD	\$30.53		\$15.86
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$33.21		\$14.03
ELECTRICIAN	AD	\$44.28		\$19.18
ELEVATOR MECHANIC	AD	\$54.02		\$44.39
FIRESTOPPER	AD	\$29.41		\$9.48
INSULATION WORKER	AD	\$39.27		\$7.29
IRONWORKER - ORNAMENTAL	AD	\$33.12		\$25.63
IRONWORKER - REINFORCING	AD	\$33.12	510	\$25.63
IRONWORKER - STRUCTURAL	AD	\$33.12		\$25.63
LABORER - AIR TOOL OPERATOR	AD	\$14.50		\$0.00
LABORER - ASPHALT PAVER	AD	\$14.50		\$0.00
LABORER - ASPHALT RAKER	AD	\$19.73		\$6.39
LABORER - BLASTER - DYNAMITE	AD	\$14.50		\$0.00
LABORER - BURNER	AD	\$14.50		\$0.00
LABORER - COMMON	AD	\$19.73		\$6.39
LABORER - CONCRETE PUDDLER	AD	\$19.73		\$6.39
LABORER - CONCRETE SURFACER	AD	\$14.50		\$0.00
LABORER - CONCRETE TENDER	AD	\$19.73		\$6.39
LABORER - CONCRETE VIBRATOR	AD	\$19.73		\$6.39
LABORER - DENSITY GAUGE	AD	\$19.73		\$6.39
LABORER - FIREPROOFER - MIXER	AD	\$19.73		\$6.39
LABORER - FLAGGER	AD	\$19.73		\$6.39
LABORER - GRADE CHECKER	AD	\$19.73		\$6.39
LABORER - HAND ROLLER	AD	\$19.73		\$6.39
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$14.50		\$0.00
LABORER - JACKHAMMER	AD	\$19.73		\$6.39
LABORER - LANDSCAPING	AD	\$19.73		\$6.39
LABORER - LAYOUT	AD	\$19.73		\$6.39
LABORER - LUTEMAN	AD	\$19.73		\$6.39
LABORER - MASON TENDER	AD	\$14.50		\$0.00
LABORER - MORTAR MIXER	AD	\$19.73		\$6.39
LABORER - PIPELAYER	AD	\$14.50		\$0.00
LABORER - PLASTERER - HANDLER	AD	\$19.73		\$6.39
LABORER - SCAFFOLD BUILDER	AD	\$14.50		\$0.00
LABORER - TAMPER	AD	\$19.73		\$6.39
MECHANICAL SYSTEMS SERVICE TECH-HVAC SYSTEMS	AD	\$44.66	510	\$23.80
MECHANICAL SYSTEMS SERVICE TECH-PLUMBING SYSTEMS	AD	\$44.66	510	\$23.80

CONTRACT NUMBER:
23119 GX0

BALTIMORE COUNTY PREVAILING WAGE RATES
BUILDING CONSTRUCTION

Print Date 11/13/2024

MILLWRIGHT	AD	\$37.33		\$16.60
PAINTER	AD	\$27.46		\$11.71
PAINTER-INDUSTRIAL	AD	\$34.30	510	\$14.78
PILEDRIIVER	AD	\$35.62		\$17.01
PLUMBER	AD	\$44.66		\$23.80
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$31.43	510	\$13.92
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - CRANE	AD	\$40.00		\$17.10
POWER EQUIPMENT OPERATOR - CRANE - TOWER	AD	\$40.00		\$17.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$31.73		\$13.27
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$33.70	003	\$12.85
POWER EQUIPMENT OPERATOR - GRADER	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$23.50		\$5.07
POWER EQUIPMENT OPERATOR - LOADER	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$35.44		\$13.92
POWER EQUIPMENT OPERATOR - PAVER	AD	\$20.00		\$8.50
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$28.95		\$12.10
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$27.80		\$13.92
POWER EQUIPMENT OPERATOR - SCREED	AD	\$30.00		\$11.80
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$31.43		\$13.92
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$36.30		\$14.05
RESILIENT FLOOR	AD	\$33.34		\$14.40
ROOFER/WATERPROOFER	AD	\$39.25		\$14.71
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	\$45.37		\$23.48
SPRINKLERFITTER	AD	\$44.66	510	\$23.80
SPRINKLERFITTER/PIPEFITTER	AD	\$44.66		\$23.80
STONE MASON	AD	\$43.16	510	\$20.48
TILE & TERRAZZO FINISHER	AD	\$27.68		\$11.83
TILE & TERRAZZO MECHANIC	AD	\$33.41		\$12.87
TRUCK DRIVER - DUMP	AD	\$22.75		\$11.52
TRUCK DRIVE - DUMP - ARTICULATING	AD	\$27.97		\$0.79
TRUCK DRIVER - FLATBED	AD	\$24.99		\$7.63
TRUCK DRIVER - LOWBOY	AD	\$28.98	510	\$9.58
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$28.69	510	\$9.58

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



Office of Budget and Finance
Historic Courthouse
400 Washington Ave
Towson, Maryland 21244
410-887-3407
www.baltimorecountymd.gov/go/mwbe
@BaCoBiz4All



PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2017-003 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 MBE/WBE and non MBE/WBE) 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 MBE/WBE **subcontracting** goal, you **MUST** demonstrate “**Good Faith**” effort either by:

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MBE/WBE 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 MBE/WBE 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 MBE/WBE 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 MBE/WBE subcontractor(s).*

NOTE: The MBE/WBE **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 MBE/WBE subcontracting goal set in the solicitation. The MBE/WBE primes that wish to count towards the goal must list themselves on all appropriate forms.**

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE): The resulting minority and women business participation requirement for this contract is 20%.

_.1 Each Prime Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and MBE/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.

_.2 The Prime Contractor shall comply with the required participation levels on a cumulative basis for the full term of the contract. The Prime Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or supplier listed on the participation schedule.

_.3 If no minimum participation level has been assigned, the Prime Contractor shall nevertheless make a genuine good faith effort to comply with the County's MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. The Prime Contractor shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Certified Minority-owned or Certified Women-owned Prime Contractors may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation for the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to an MDOT and/or City of Baltimore certified firm.

If the materials or supplies are purchased from an MBE/WBE supplier, 60% of the cost of the materials or supplies from the certified MBE/WBE supplier will be counted toward the MBE/WBE goal.

The failure of a Bidder/Offeror to properly complete and submit the appropriate MBE/WBE plan forms and, if applicable, required Good Faith Effort (GFE) documentation shall result in the bid/proposal being deemed as nonresponsive and not susceptible of being selected for award.

x.x Within 10 working days of receiving notification that the Bidder/Offeror is the apparent awardee, the Bidder/Offeror shall provide the following documentation to the Buyer:

a. BCG FORM C-Subcontractor MBE-WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD accompanied by a fully executed copy of the subcontract for each subcontractor.

b. Any other documentation required by the Buyer to ascertain Bidder's/Offeror's susceptibility of being selected for award in connection with the certified MBE/WBE participation goal.

NOTE: If the apparent awardee fails to return each completed document within the required time, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE APPARENT AWARDEE IS NOT RESPONSIBLE AND THEREFORE NOT SUSCEPTIBLE FOR CONTRACT AWARD.

x.x Prospective Bidders/Offerors are advised to carefully review the Minority and Disadvantage Business Enterprise Package regarding MBE/WBE or DBE participation.

x.x All MBE/WBE subcontractors must be MDOT or Baltimore City certified at the time of bid/proposals submission to count towards the MBE/WBE solicitation subcontract goal.

x.x If the Bidder/Offeror is a certified Minority or Women Business Enterprise, it should be so indicated with the certification number in the Bid or Technical Proposal.

4. Under circumstances where mobilization payments are issued to the Prime Contractor, the subcontractor shall 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.

The Prime Contractor shall submit proof of mobilization payment to subcontractors when the subcontractor performs their initial item of work in the MBE/WBE Compliance portal.

5. Prompt Payment

The Prime Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its responsibilities under the applicable subcontract within 30 days of the subcontractor's satisfactory completion of the work as accepted by Baltimore County, Maryland. The Prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's satisfactory completion of work. Any delay or postponement of payment from the above referenced time frame may occur only for good cause

following written approval of Baltimore County, Maryland. This clause applies to both MBE/WBE and non-MBE/WBE subcontracts.

- The Prime Contractor shall report the subcontractor's mobilization cost as the initial payment in the PRiSM Compliance Portal found under Compliance Reporting for Prime and Sub-Contractors at www.baltimorecountymd.gov/go/MBE/WBE.
- The Prime Contractor must include in its subcontracts language providing that the Prime Contractor and the subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- The Prime Contractor will not be reimbursed for work performed by subcontractors unless and until the Prime Contractor ensures that the subcontractors are promptly paid for the work they have performed.
- Prime Contractors may be subject to liquidated damages pursuant to Maryland and/or Baltimore County law, to ensure that MBE/WBEs and other contractors are fully and promptly paid.

_.6 All Prime Contractors and MBE/WBE and/or DBE subcontractors are required to report monthly to the County through the online Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/MBE/WBE. Prime Contractors must provide a contact person and contact information for the MBE/WBE compliance reporting. If the Prime Contractor cannot submit its report on time, it must notify the County MBE/WBE Office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance, and may result in a finding of default under the terms of the contract. The County, in its sole discretion, may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE/WBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

Revised 4/5/2023

BALTIMORE COUNTY, MARYLAND **MBE/WBE PARTICIPATION SUMMARY**

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) 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 MBE/WBE participation in County contracts. The Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

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

Bidder/Officer Responsibility: The bidder/officer shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/officers shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidders/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.

APPROVED MBE/WBE LISTINGS

Published compilations of approved and certified MBE/WBE, contractors, subcontractors, material suppliers, etc. include:

1. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
<https://marylandmdbe.mdbecert.com/>
2. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER/OFFEROR'S ACTIONS

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

1. Expenditures for Materials and Supplies: **REGULAR DEALER:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as cement, gravel, stone and petroleum need not keep such products in stock, if it owns or operates distribution equipment. Brokers and Packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

A **Regular Dealer** must be engaged in selling the product in question to the public. This is important in distinguishing a **Regular Dealer**, which has a regular trade with a variety of customers, from a firm which performs supply-like functions on an ad hoc basis or for any one or two contractors with whom it has a special relationship.

A business that simply transfers title of a product from manufacturer to ultimate purchaser (e.g. broker or sales representative who re-invoices a product from the producing company to the

BALTIMORE COUNTY, MARYLAND **MBE/WBE PARTICIPATION SUMMARY**

recipient or contractor) or a firm that puts a product in a container for delivery **would not** be considered a **Regular Dealer**.

A supplier of bulk goods may qualify as a **Regular Dealer** if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment (e.g., a fleet of trucks), the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party, (e.g., a prime contractor) or leases such a party's trucks on an ad hoc basis for a specific job.

Any participating DBE/MBE must serve a commercially useful function on a contract and not function as a broker, unless certified as a broker (insurance, real estate, etc). A firm is considered to perform a commercially useful function when it executes a distinct element of work by actually performing, managing and supervising the work involved and/or negotiating the cost of, arranging and accepting delivery of, and paying for the materials or supplies required for the work of its contract. **A contractor may count toward its DBE/MBE goal 60 percent of its expenditures for materials and supplies required under the contract and obtained from a DBE/MBE, regular dealer and 100 percent of such expenditures to a DBE/MBE manufacturer.¹**

2. **Customary Fees:** Fees may be counted by a contractor towards its DBE/MBE goals for the following expenditures to DBE/MBE firms that are not manufacturers or regular dealers:
 - a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - b. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - c. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

1. The name of an employee designated as the bidder/offeror's liaison to the County's Minority Business Enterprise Unit.

¹ MDOT MBE Manual https://www.mdot.maryland.gov/MBE_DOCS/mbe_manual.pdf
PB 056 Revised 4/3/2023

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

2. The following forms shall be completed and submitted
 - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation Certification Committee);
 - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
 - A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE firms for each MBE/WBE listed on the Form. Form C must match what is stated on Form B.
 - If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
3. If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder/Offeror. The prime shall submit a list of all subcontractors.
4. If the bidder/offeror intends to fulfill the MBE/WBE 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 MBE/WBE participation. If a bidder/offeror intends to use an MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder/offeror by the proposed subcontractors and signed by all parties.
5. If the bidder/offeror's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder/offeror has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

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

1. The MBE/WBE 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 MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly 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 MBE/WBE 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.
4. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

- a. **Prompt Payment of Subcontractors:** It is the policy of the Baltimore County Government MWBE Office that a contractor shall promptly pay a subcontractor any undisputed amount to which a subcontractor is entitled under a procurement contract.

The Prime Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its responsibilities under the applicable subcontract within 30 days of the subcontractor's satisfactory completion of the work as accepted by Baltimore County, Maryland. The Prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's satisfactory completion of work. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Baltimore County, Maryland. This clause applies to both MBE/WBE and non-MBE/WBE subcontracts.

1. The Prime Contractor must include in its subcontracts language providing that the Prime Contractor and the subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
2. The Prime Contractor will not be reimbursed for work performed by subcontractors unless and until the Prime Contractor ensures that the subcontractors are promptly paid for the work they have performed.
3. Prime Contractors may be subject to liquidated damages pursuant to Maryland and/or Baltimore County law, to ensure that DBEs and other contractors are fully and promptly paid.

Retaining Records: All MBE/WBE 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/offeror, contractor, or any subcontractor may not be operating in compliance with the MBE/WBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder/offeror, contractor, or any subcontractor is not in compliance with the MBE/WBE 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.

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder/offeror is unable to procure from MBE/WBE 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:

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:

BALTIMORE COUNTY, MARYLAND **MBE/WBE PARTICIPATION SUMMARY**

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 MBE/WBE; and

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 MBE/WBE 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 award contract to the apparent low bidder/offeror who provided a responsive MBE/WBE 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 MBE/WBE 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.

Penalties: Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit monthly reports through an online MBE/WBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at <https://baltimorecounty.prismcompliance.com/>

To ensure that reports are filed in a timely manner, and that MBE/WBE requirements are met, the County will assess penalties for non-compliance, 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 MBE/WBE requirements:
 - a. Assessment of a liquidated damages 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 liquidated damages of up to 10% of the contract value; and/or
 - c. Termination of the contract for default together with assessment of a liquidated damages of 10% of the contract value.

Contract Breach: If, after execution of a County contract, the contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE 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.

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

Approval Required for Changes: Any and all changes to the MBE/WBE 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 MBE/WBE 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 seek remedies available to the County under the contract, at law, or in equity. If an MBE/WBE 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 MBE/WBE 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 July 27, 2017 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 MBE/WBE 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 MBE/WBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce.
MBE/WBE primes percentage must be stated on the MBE/WBE PRIME PARTICIPATION SCHEDULE (FORM B) 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 MBE/WBE 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 #23119 GX0 is a minimum of 20%. This goal must be met by any combination of the MBE/WBE 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 MBE/WBE subcontractors.

- The goal breakdown is as follow::
 - % 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 MBE/WBE solicitation requirement. If awarded the contract, I will comply with this MBE/WBE contract requirement and will continue to use my best efforts to increase MBE/WBE participation during the contract term.

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

1 ☐ Prime has met the MBE/WBE contract requirements for this solicitation and contract. I submit the MBE/WBE 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 MBE/WBE requirements, the Prime can only achieve partial success. I submit the MBE/WBE 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 MBE/WBE participation goals:

- Partial waiver of MBE/WBE 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 MBE/WBE requirements for this contract, the Prime is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE 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 MBE/WBE 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:
- (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - (II) Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:
 - (a) 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
 - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
 - (c) Responses from MBE/WBE 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:

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

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

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

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

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

Bidder/Officer 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 _____	Prime Address, Telephone Number and Email _____
Bid/Proposal Name and Number _____	Project Location _____
1. Subcontractor Name and Tax ID _____	Base Bid \$ _____ Subcontractor Address _____
Telephone Number _____ Fax Number _____ Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status (If applicable): <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> African American <input type="checkbox"/> Alaska Native <input type="checkbox"/> Asian American <input type="checkbox"/> Asian American Sub-continent </div> <div style="width: 45%;"> <input type="checkbox"/> Disabled <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Female <input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Small Business <input type="checkbox"/> Other </div> </div>
NAICS Code(s), Work to be Performed and Dollar Amount _____	Percent of Total Contract _____
2. Subcontractor Name and Tax ID _____	Subcontractor Address _____
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable; <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> African American <input type="checkbox"/> Alaska Native <input type="checkbox"/> Asian American <input type="checkbox"/> Asian American Sub-continent </div> <div style="width: 45%;"> <input type="checkbox"/> Disabled <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Female American Indian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Small Business <input type="checkbox"/> Other </div> </div>
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount _____	Percent of Total Contract _____
3. Subcontractor Name and Tax ID _____	Subcontractor Address _____
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> African American <input type="checkbox"/> Alaska Native <input type="checkbox"/> Asian American <input type="checkbox"/> Asian American Sub-continent </div> <div style="width: 45%;"> <input type="checkbox"/> Disabled <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Female <input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Small Business <input type="checkbox"/> Other </div> </div>
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount _____	Percent of Total Contract _____
Subcontractor Total Dollar Amount _____	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 _____

<input type="checkbox"/> MBE or <input type="checkbox"/> WBE Prime Participation	%	\$	
Total MBE Subcontracting Participation	%	\$	
Total WBE Subcontracting Participation	%	\$	
Total MBE/WBE Participation	%	\$	
Total SB/SBE Participation	%	\$	

BALTIMORE COUNTY, MARYLAND
MBE/WBE PRIME PARTICIPATION SCHEDULE
(Form B-Prime)

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE/WBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED MBE/WBE PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MBE/WBE 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 MBE Prime Contractor intends to perform with its own forces 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

<p>MBE PRIME CONTRACTOR</p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm's Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Date: _____</p> <p>Certified <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Certifying Jurisdiction _____</p>	<p>MBE PRIME CONTRACTOR</p> <p>Minority Status:</p> <p><input type="checkbox"/> African American</p> <p><input type="checkbox"/> Hispanic American</p> <p><input type="checkbox"/> Women</p> <p><input type="checkbox"/> Asian American</p> <p><input type="checkbox"/> Native American</p> <p><input type="checkbox"/> Disadvantaged</p>
---	--

**BALTIMORE COUNTY, MARYLAND
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 MBE/WBE PARTICIPATION MAY
RENDER A BID/PROPOSAL NON-RESPONSIVE AND THE COUNTY WILL NOT CONSIDER YOU FOR
CONTRACT AWARD.**

Contract Name, Bid/Proposal Number: _____

Name of Prime: _____

Name of MBE/WBE Subcontractor: _____

Print Representative Name, Title

Best Contact Information

☐ MDOT ☐ Baltimore City

Certification Number

☐ MBE ☐ WBE ☐ SBE ☐ N/A

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

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

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

4. MBE/WBE Anticipated Commencement Date: _____ Completion Date: _____

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 MBE/WBE 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 the Baltimore County, and provide a copy of the fully executed MBE/WBE 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 a MDOT or Baltimore City certified MBE/WBE firm. The terms and conditions stated above are consistent with our agreements.

Signature of MBE/WBE Subcontractor: _____ Date: _____

MBE/WBE Subcontractor's Printed Name and Title: _____

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

Signature of Prime: _____ Date: _____

Prime's Printed Name and Title: _____

**BALTIMORE COUNTY, MARYLAND
MBE/WBE –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 _____ (MBE/WBE Firm), is either unavailable
for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firms MBE/WBE

Representative Title

Date

MDOT/Baltimore City Certification #

Telephone #

3. PRIME'S SIGNATURE AND CERTIFICATION

I certify under oath that I contacted the Certified MBE/WBE 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

BALTIMORE COUNTY, MARYLAND
MBE/WBE - 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 MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).

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

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date



DONALD I. MOHLER III
County Executive

KEITH DORSEY, Director
Office of Budget and Finance

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: July 19, 2018

Subject: Compliance Reporting - Penalties

Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit monthly reports through an online MBE/WBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at www.baltimorecountymd.gov/go/mwbe.

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:
 - (i) Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task; and/or
 - (ii) 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 MBE/WBE requirements:
 - (i) Assessment of a penalty of up to 10% of the contract value; and/or
 - (ii) 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
 - (iii) 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

If after contract expiration it has been determined the MBE/WBE 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 MBE Office at mwbe@baltimorecountymd.gov or call (410) 887-3407.

Cc: File

S E C T I O N V

POST AWARD DOCUMENTS

**This Section to be Completed
by Successful Bidder after Award**

CONTRACT AGREEMENT

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 **23119 GX0** “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 Office of Budget and Finance – Property Management 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 Office of Budget and Finance – Property Management, aforesaid, on or before the expiration of **One Hundred Eighty (180) 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 **FIFTEEN HUNDRED DOLLARS (\$1500.00)** as Liquidated Damages for each **CALENDAR DAY** after the expiration of the Contract Period, as may be extended by the County, until the Contractor achieves Final Completion and Final Acceptance of the Project.

Contractor’s Initials

Date

Rev. 09/2024

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 Office of Budget and Finance – Property Management 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 Office of Budget and Finance – Property Management 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:

Kevin D. Reed, Director
Office of Budget and Finance 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

PERFORMANCE BOND

Bond No. _____

Principal _____

Business Address of Principal _____

Surety _____

Obligee: **BALTIMORE COUNTY, MARYLAND**
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

Penal Sum of Bond (express in words and figures)

Stansbury Park Fishing Pier & Hiking Trail Replacement & Enhancements

Contract Name

23119 GX0

Contract Number

DOLLARS

\$

20

Date of Contract

20

Date Bond Executed

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above and is required to provide this bond pursuant to Maryland State law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES That it is (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. A Performance Bond is required for each and every Contract in excess of twenty-five thousand (\$25,000). A Performance Bond shall be in the amount equal to at least one hundred (100%) percent of the Contract price. The fully executed Performance Bond shall be delivered by the Bidder to the Department's Division of Construction Contracts Administration no later than the time the Contract is to be executed by the Contractor.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and seal of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:**Individual Principal**

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Attest:**Corporate Principal**

(Name of Corporation)

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Attest:**Surety**

(Name of Surety)

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

PAYMENT BOND

Bond Number _____

Principal _____

Business Address of Principal _____

Surety _____

Obligee: **BALTIMORE COUNTY, MARYLAND**
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

DOLLARS \$ _____

Penal Sum of Bond (express in words and figures) _____

Stansbury Park Fishing Pier & Hiking Trail Replacement & Enhancements

Contract Name

23119 GX0

Contract Number

_____ 20 _____
Date of Contract_____ 20 _____
Date Bond Executed

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above and is required to provide this bond pursuant to Maryland State law and/or County Law and the contract.

NOW, THEREFORE, the condition of this obligation is such that if the aforesaid PRINCIPAL shall promptly make payments to all persons supplying labor and/or material to the PRINCIPAL and to any subcontractor of the PRINCIPAL in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES That it is (a) licensed in the State of Maryland, (b) rated "B" or better by the A.M. Best Company, (c) on federal funded projects, authorized by the underwriting limitation contained in the U.S. Department of the Treasury Circular 570, as amended, to guaranty the amount of the Bid, and (d) in good standing as determined by the County's Engineer. A Payment Bond is required for each and every Contract in excess of twenty-five thousand (\$25,000). A Payment Bond shall be in the amount equal to at least one hundred (100%) percent of the Contract price. The fully executed Payment Bond shall be delivered by the Bidder to the Department's Division of Construction Contracts Administration no later than the time the Contract is to be executed by the Contractor.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and seal of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Individual Principal

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Attest:

Corporate Principal

(Name of Corporation)

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Attest:

Surety

(Name of Surety)

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney



BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

- 1.1 Coverages Required:
Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverage's listed herein.
- 1.2 Certificate of Insurance:
Before starting work on the contract, or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.
- 1.3 Baltimore County as Insured:
The coverage required, excluding Workers' Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.
- 1.4 Contractor's/Vendor's Responsibility:
The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.
- 1.5 Failure to Provide Insurance:
Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract. The Contractor/Vendor must maintain the insurance coverages required under the terms and conditions on this Contract while this Contract is in effect including renewal and extension terms.

2. INSURANCE COVERAGES

- 2.1 General Liability Insurance
- 2.1.1 Minimum Limits of Coverage:
Personal Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000 each occurrence.
- 2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.
- 2.1.3 Minimum Coverages to be Included:
(a) Independent Contractor's coverage;
(b) Completed Operations and Products Liability coverage;
(c) Contractual Liability coverage.

- 2.1.4 Damages not to be Excluded:
Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to:
(a) Collapse of, or structural injury to, any building or structure;
(b) Damage to underground property; or
(c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

- 2.2.1 Minimum Limits of Coverage:
Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000 any one accident.
- 2.2.2 Minimum Coverages to be Included:
Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including
Employers' Liability insurance with limits of at least:
Bodily Injury by Accident - \$250,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$250,000 each employee

2.4 Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage

Minimum Limits of Coverage:
\$100,000 Per Claim and Each Occurrence
\$100,000 in the Aggregate

2.5 Other

Such other insurance in form and amount as may be customary for the type of business being under taken by the Contractor/Vendor.

2.6 Builder's Risk

See Special Provisions page 95 and General Conditions page 34 & 35, Article 33.