

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

**Division of Construction Contracts Administration**

**ENGINEER**

Brudis & Associates, Inc.  
11000 Broken Land Prkwy; STE. 450  
Columbia, Maryland 21044  
PH: 410-884-3607



Contract Number 23137 GX0  
Property Management Project  
Fort Howard Park Waterline Replacement –  
9500 North Point Road, Fort Howard, Maryland 21052  
Fort Howard – District 15c7  
Workday Number  
PROJ-100362239

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

**Bidders Information**

A pre-bid meeting will be held on Wednesday, September 10, 2025 at 10:00 a.m. EST via WebEx. *Phone-In* (Audio Only) 1-415-655-0001, Meeting Number 2308 547 1920##. *Video Conference* go to <https://signin.webex.com/join> Meeting Number 2308 547 1920, **Password:** **mTWkHVeY753**, for Webex link go to: [www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations](http://www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations)

Baltimore County Prevailing Wage & Local Hiring Affidavit, Requirements & Wage Rates **see pages 100-107**.

**(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 108-122**

**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](mailto: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](mailto: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](http://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 \$640.00.**

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

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

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

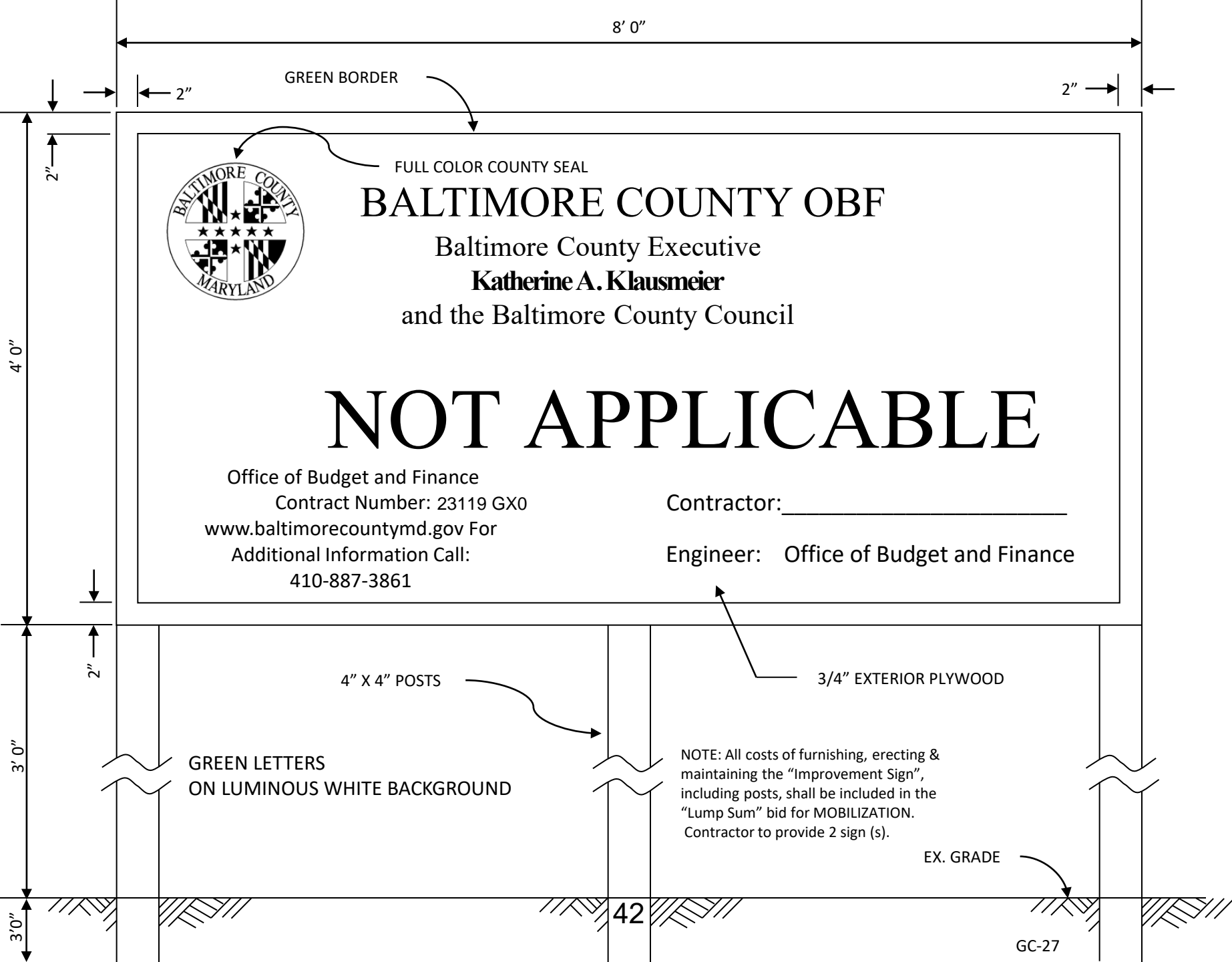
- A. The Contractor shall erect and maintain upon the project site, and where directed by the Engineer, suitable offices for his/her own use and that of the Engineer.

- 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  
FT. HOWARD WATERLINE REPLACEMENT**

**AT**

**FT. HOWARD PARK**

**BALTIMORE COUNTY, MARYLAND**

**9500 North Point Road  
Ft. Howard, Maryland 21052**

**FOR THE OFFICE OF PROPERTY MANAGEMENT**

**CONTRACT NO. 23137 GX0**

**APRIL 2025**

**BALTIMORE COUNTY**

**Baltimore County Office of Budget and Finance**

**BRUDIS & ASSOCIATES, INC.**

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

4/25/2025

FT. HOWARD WATERLINE REPLACEMENT  
AT FT. HOWARD PARK  
Baltimore County, Maryland

CONTRACT NO. 23137 GX0

4/25/2025

**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.58244, EXPIRATION DATE:09/27/2025.



P. E. Seal & Signature  
5-01-2025

BRUDIS & ASSOCIATES, INC.



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## LIST OF DRAWINGS

### DRAWINGS:

THE WORK SHALL CONFORM TO THE DRAWINGS TITLED 'FT. HOWARD WATERLINE REPLACEMENT', WHICH DRAWINGS FORM A PART OF THESE SPECIFICATIONS AND ARE DATED NOVEMBER 2024.

SHEET NO.	DRAWING NO.	SHEET DESIGNATION DESCRIPTION
1	2023-3238	TITLE SHEET
2	2023-3239	EXISTING CONDITIONS - 1
3	2023-3240	EXISTING CONDITIONS - 2
4	2023-3241	EXISTING CONDITIONS - 3
5	2023-3242	EXISTING CONDITIONS - 4
6	2023-3243	EXISTING CONDITIONS - 5
7	2023-3244	WATER LINE AND PROFILE - 1
8	2023-3245	WATER LINE AND PROFILE - 2
9	2023-3246	WATER LINE AND PROFILE - 3
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11	2023-3248	WATER LINE AND PROFILE - 5
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13	2023-3250	WATER LINE AND PROFILE - 7
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18	2023-3255	WATER LINE AND PROFILE - 12
19	2023-3256	SHUT-OFF DIAGRAM
20	2023-3257	DETAILS
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22	2023-3259	GRADING, EROSION, & SEDIMENT CONTROL PLAN - 1
23	2023-3260	GRADING, EROSION, & SEDIMENT CONTROL PLAN - 2
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29	2023-3266	EROSION & SEDIMENT CONTROL NOTES & DETAILS - 3
30	2023-3267	GRADING, EROSION, & SEDIMENT CONTROL NOTES & DETAILS - 4

-- 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 waterline from the existing water valve on North Point Road to the Ft. Howard Comfort Station and trail side spigots, Fort Howard, Maryland and construction of a plumbing system for domestic water modifications to replace all piping in the existing building and provide one additional fixture for each toilet room in Ft. Howard Park located at 9500 North Point Rd, Ft. Howard, MD 21052. This project is a lump sum bid project.

##### 1.1.1 Summary of work to be completed under this contract.

1. Replacement of the existing waterline from the existing water valve on North Point Road to Ft. Howard Comfort Station and trail side spigots, Fort Howard, Maryland.
2. Construction of a plumbing system for domestic water modifications to replace all piping in the existing building and provide one additional fixture for each toilet room in Ft. Howard Park.
3. Repair of any disturbed asphalt pavement due to construction.
4. 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 Property Management.

##### 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 current Baltimore County Department of Public Works Standard Specifications for Construction & Materials, September 2023, and Standard Details for Construction, September 2023.

#### 1.4 LOCATION

The work is located at Ft. Howard Park located at 9500 North Point Rd, Ft. Howard, MD 21052.

#### 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

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 26 00**

**CONTRACT MODIFICATION PROCEDURES**

PART 1 GENERAL

GP-SECTION 4 SCOPE OF WORK

The contract modification procedures and any change order shall be in accordance with the General Provisions and Terms and Conditions, GP-Section 4 - SCOPE OF WORK of the Baltimore County Standard Specifications for Construction and Materials.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

**SECTION 01 29 00**

**PAYMENT PROCEDURES**

**PART 1 GENERAL**

**GP-SECTION 9 PAYMENT**

Payment to the Contractor shall be in accordance with the General Provisions and Terms and Conditions, GP-Section 9 - PAYMENT of the Baltimore County Standard Specifications for Construction and Materials.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION**

Not used.

**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. The Contractor is responsible to submit all record of construction documents including pictures, meeting minutes, field records to the County. No submittals are to be submitted by the contractor directly to the Consultant.

**Project Closeout Submittal** shall be in accordance with Baltimore County's specifications for closeout submittals detailed within Public Works Design Manual and individual Specification Sections to document the satisfactory completion of work and include items like manufacturer's certificates, operations and maintenance manuals(O&M), manufacturer's certificates, digital recordings, and relevant documentation including documentation of any changes or approvals made during the project.

**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 the 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 the traffic flow of the Park. The contractor needs to coordinate with the County and get approval for the employee parking area.

**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 required as part of the contractor's staging and 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 proximity to the construction site but shall be within the park property. Fencing 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.

Excess soil from the water line project should be appropriately managed and characterized for proper disposal or re-use. No soil should be taken off-site without characterization.

## 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. In case of any conflict of items, Baltimore County prevailing specifications and regulations will be governing.

## 1.9 Munitions and Explosives of Concern (MEC) TRAINING

Contractors should be provided Munitions and Explosives of Concern (MEC) safety and awareness training (typically known as 3 Rs-training (Recognize, Retreat, and Report) by a qualified unexploded ordnance (UXO) professional, to understand how to safely respond if suspect ordnance items are encountered during construction. The 3Rs Explosives Safety Guide is included in Appendix A.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

-- End of Section --

**SECTION 01 52 13**

**FIELD OFFICES AND SHEDS**

**PART 1 - GENERAL**

All work for Field Offices and Sheds shall be in accordance with the Plans and Section 103 - ENGINEERS OFFICE of the Baltimore County Standard Specifications for Construction and Materials.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Refer to Section 103.03 CONSTRUCTION.

-- 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 13**

**CONSTRUCTION MOBILIZATION**

**PART 1 - GENERAL**

All work for Construction Surveying shall be in accordance with  
SECTION 108 - MOBILIZATION of the Baltimore County Standard  
Specifications for Construction and Materials.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

-- 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 --



**SECTION 01 74 19**

**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 - GENERAL**

Construction Waste Management and Disposal shall be in accordance with Terms and Condition, Section 6, TC-6.10 - CONSTRUCTION AND WASTE MATERIAL of the Baltimore County Standard Specifications for Construction and Materials.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

-- END OF SECTION --

**SECTION 22 01 10**

**OPERATION AND MAINTENANCE OF PLUMBING PIPING AND PUMPS**

**PART 1 GENERAL**

All work for Operation and Maintenance of plumbing piping and pumps shall be in accordance with the Plans and Section 300 DRAINAGE & UTILITY CONSTRUCTION of the Baltimore County Standard Specifications for Construction and Materials and the Baltimore County Design Manual, Chapter 5.

**PART 2 PRODUCTS**

Refer to Section 300.02 MATERIALS.

**PART 3 EXECUTION**

Refer to 300.03 CONSTRUCTION.

-- End of Section --

**SECTION 22 11 13**

**FACILITY WATER DISTRIBUTION PIPING**

**PART 1 GENERAL**

All work for Facility Water Distribution, Piping, and Plumbing shall be in accordance with the Plans (refer to plan set of 30 plans) and Section 300 DRAINAGE & UTILITY CONSTRUCTION including Section 352 - WATER VALVES AND VAULTS of the Baltimore County Standard Specifications for Construction and Materials.

Abandonment of Water Mains and Water Appurtenances shall be in accordance with the Plans and Section 359 - ABANDONMENT OF WATER MAINS AND WATER APPURTENANCES of the Baltimore County Standard Specifications for Construction and Materials.

**PART 2 PRODUCTS**

Refer to Drawing Number 2023-3258 for piping materials and Section 352.02 MATERIALS.

**PART 3 EXECUTION**

Refer to Drawing Number 2023-3258 and Section 352.03 CONSTRUCTION.

-- End of Section --

**SECTION 31 23 33**

**TRENCHING AND BACKFILLING**

**PART 1 GENERAL**

Earthwork shall be in accordance with the Plans and Section 300 DRAINAGE AND UTILITY CONSTRUCTION, 300.03.04 Excavation of the Baltimore County Standard Specifications for Construction and Materials.

**PART 2 PRODUCTS**

Not used.

**PART 3 EXECUTION**

Refer to Section 300.03 CONSTRUCTION.

-- End of Section --

**32 01 29.61**

**PARTIAL DEPTH PATCHING OF RIGID PAVING**

**PART 1 GENERAL**

Repair of trench opening in concrete slab shall be in accordance with the Plans and Section 301 REPAIRING TRENCH OPENINGS IN PAVING of the Baltimore County Standard Specifications for Construction and Materials.

**PART 2 PRODUCTS**

Refer to Section 301.02 MATERIALS.

**PART 3 EXECUTION**

Refer to Section 301.03 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 --

**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 --



26 November 2024

## **TECHNICAL MEMORANDUM**

**TO:** Mebt Bekele, Baltimore County Property Management Specialist

**FROM:** Jim Hulbert, EA Project Manager

**SUBJECT:** Fort Howard Park Water Supply Connection Project, Baltimore County, Maryland  
EA Project No. 1642402

---

### **1. Purpose**

The subject site, Fort Howard, is a Formerly Used Defense Site (FUDS) subject to ongoing Department of Defense (DOD) investigation and cleanup (if warranted) by the U.S. Army Corps of Engineers (USACE). USACE investigation and cleanup activities could impact future development or construction of improvements at the subject site.

The purpose of this investigation was to determine the environmental condition/status for the Fort Howard Park and any requirements necessary to facilitate the construction of the Baltimore County water supply connections project.

### **2. Background**

Fort Howard (formerly known as North Point) was established in 1898 and activated as part of the Coastal Artillery Corps for the defense of Baltimore. The United States Army utilized Fort Howard from 1898 to 1940 for coastal defense and again from 1955 to 1973 as a training facility. A variety of structures and equipment required for the operation of Fort Howard were installed by DOD which included fortifications, gun batteries, ammunition bunkers, hospital facilities, power generators, and maintenance equipment.

Fort Howard was considered active until the batteries became obsolete and their use was discontinued in 1926. Following the close of World War I, the Secretary of War authorized the disposal of the Fort Howard Military Reservation on March 12, 1926. However, the reservation remained a post of the Regular Army.

Prior to the start of World War II, Fort Howard was declared surplus to military needs. Therefore, 148.5 acres (7.14-acre tract transferred on November 19, 1919) was transferred by the War Department by Executive Order Number 8501, dated August 2, 1940, to the VA for use as a medical center. Later in the 1970's, a 61-acre portion of the site was conveyed to Baltimore County, Maryland.

The Baltimore County proposed water supply construction project includes the installation of new water supply piping in the approximate area of the existing piping. The location is within

the right-of-way along Howard Park Road and extends into the parking lot of the current Fort Howard Park.

### 3. Findings

EA coordinated with the USACE FUDS Project Manager, Mr. Ed Hughes, to determine current site status and request investigation reports. Mr. Hughes provided the following reports for review:

- Final Preliminary Assessment Report, LRS Federal, dated December 2013
- Site Inspection Report, LRS Federal, dated November 2014
- Evaluation of CERCLA Site Inspection Report, USEPA, dated March 2015
- Fort Howard Management Action Plan (MAP), USACE, dated 2021

Mr. Hughes also noted USACE conducted a historical records search and site inspection for ordnance and explosives presence at Fort Howard in 1997. As a result of the ordnance and explosives search and inspection, it was determined that there were no historical documents available to identify the location of the small arms target range located at Fort Howard prior to 1933. A cannonball discovered imbedded in the seawall in 1991, during seawall repair, was not explosively loaded according to the Explosive Ordnance Disposal (EOD) Unit who responded to the incident. In addition, practice grenades were discovered during other site investigations but were determined to be inert. No actual explosive materials or energetic residue were identified at Fort Howard.

A follow-on Site Investigation was performed at the site for munitions in 2008 which concluded that Munitions and Explosives of Concern (MEC) may remain at the Fort Howard site. Review of the available reports confirmed no munitions related contaminants (i.e. munitions constituents such as explosives) were identified during previous investigations. Low levels of metals (Arsenic) above MDE Residential criteria were observed in several soil samples. The USEPA determined the site was ineligible for listing on the National Priorities List (NPL) due to the lack of potential receptors (permanent population threatened by exposure).

The MAP prepared for the site ranked the site as low priority for munitions with potential future investigations for munitions scheduled for 2037(Land) and 2036 (Water Target Area). The investigations for site contaminants in soil and groundwater (i.e. munitions constituents related to former DoD use) are considered complete.

### 4. Conclusions

The proposed route of the water supply connection extends through an area identified as a Dump discovered during the original water supply construction in 1955 (Figure Attached). This area presents an additional concern for construction workers. Based on the observed munitions and potential for Munitions and Explosives of Concern to remain, EA recommends the following:

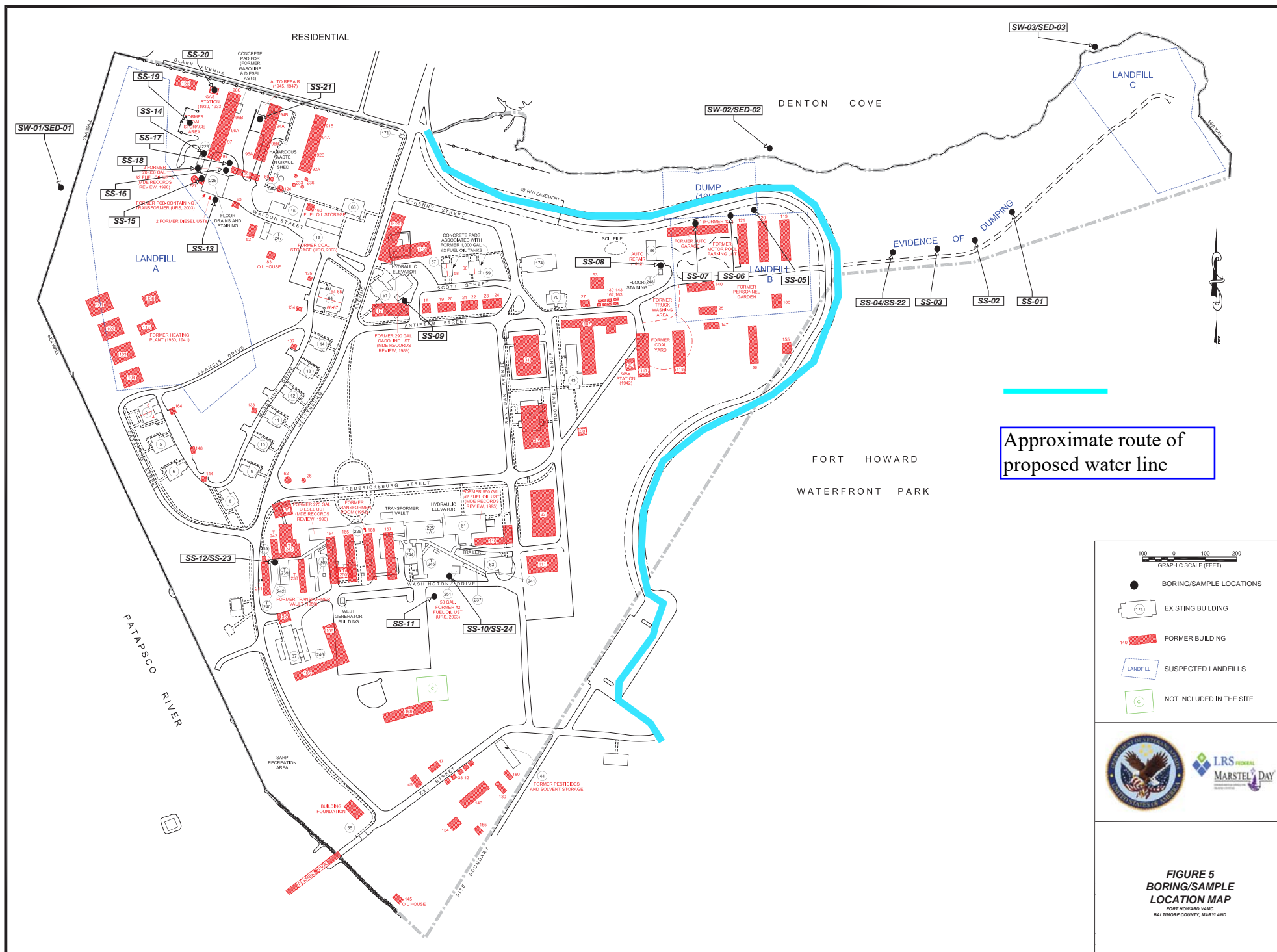
- Contractors should be provided MEC awareness training (typically known as 3 Rs-training [Recognize, Retreat and Report]) by a qualified unexploded ordnance (UXO) professional, to understand how to safely respond if suspect ordnance items are encountered during construction. The 3Rs Explosives Safety Guide is attached for reference.

In addition, due to the elevated concentrations of metals observed in soil samples the following recommendations are provided:

- Excess soil from the water line project should be appropriately managed and characterized for proper disposal or re-use. No soil should be taken off-site without characterization.

## Figures

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## **3Rs Explosives Safety Guide**



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# 3Rs Explosives Safety Guide

## Construction Industry



**THE UNITED STATES  
HAS ALWAYS  
MAINTAINED A HIGHLY  
TRAINED AND READY  
FORCE TO PROTECT ITS  
NATIONAL INTERESTS.**

After both world wars and recently with force realignment and modernization efforts, the Department of Defense (DoD) closed a number of military installations and training areas, and returned other lands previously used for military-related activities to public use. Because of the live-fire training and testing required to maintain this force, millions of acres in the United States

are known or suspected to contain military munitions in the form of unexploded ordnance (UXO), or discarded military munitions (DMM). In some cases, munitions constituents (e.g., TNT) may also exist in high enough concentrations to present an explosive (detonation) hazard. Although DoD routinely made an effort to remove any explosive hazards present before releasing land from its control, some may remain. These explosive hazards may be found on the surface or in the subsurface.

Munitions are designed to injure, maim or kill people, or to destroy equipment or structures. Consider any encounter with a known or suspected munition as an extremely dangerous situation.



During construction work (e.g. clearing vegetation, grubbing, grading, or excavation), munitions may be encountered. This is particularly true for areas known to have once been used by the military for munitions-related activities (e.g., live-fire training and testing, and munitions demilitarization).

Military munitions operating buildings (e.g., munitions production and demilitarization facilities) and any installed equipment may contain explosives residue in high enough concentrations to present an explosive hazard. Building features (e.g., floors, walls, drains, internal and external piping, and ventilation systems), in which explosives residues could accumulate and present an explosive hazard, are of particular concern. Industrial equipment, particularly equipment with internal cavities, from facilities used in munitions production or demilitarization operations (e.g., cast loading, milling, or steam-out) that generated explosive residues (e.g., dust or vapors) is also of concern.

## WILL YOU KNOW WHAT TO DO IF YOU ENCOUNTER A MUNITION?

Areas at which DoD conducted munitions-related activities include, but are not limited to operational and former ranges, and areas used for munitions demilitarization. The types of explosive hazards present may differ between areas. As an example, a former impact area may contain UXO, while a former maneuver area may only contain DMM.

Munitions can also be found in areas where combat operations once occurred. Even cannon balls found on Civil War battlefields present a potential explosive hazard. However, for a variety of reasons (unauthorized disposals, discarded souvenirs) munitions may be encountered almost anywhere.



Prior to working in areas with a history of military use, even areas where DoD has completed an environmental response to remove any hazards detected, it is important to familiarize yourself with the site history and potential hazards. This can be provided through site-specific safety training. In some cases, safety officials may determine that on-site or on-call construction support by UXO-qualified personnel is necessary to help ensure the safety of construction workers, particularly during ground disturbing or intrusive activities.





## MUNITIONS ARE DESIGNED TO BE DANGEROUS

### Remember that munitions:

- Come in many shapes and sizes.
  - They could look like a:
    - Pointed pipe
    - Soda can
    - Baseball
    - Car muffler
  - They may:
    - Look new or old
    - Be found alone or in clusters
- Should be considered extremely dangerous regardless of size or age
- Munitions often become more dangerous with age, not safer



### Munitions may be:

- Found almost anywhere
- Clearly visible on the surface
- Buried at depths of inches to many feet
- Partially or completely hidden by dirt or vegetation
- Found under paved areas (roads, parking lots) or building slabs
- Underwater, in lakes, streams, or the ocean
- Exposed by natural phenomena (e.g., tides)
- Easy or difficult to recognize



While munitions are most likely to be encountered during construction in areas where DoD conducted munitions-related activities, they may be encountered anywhere. To protect yourself and your co-workers, know whether munitions-related activities ever occurred at your work site, and learn to follow the 3Rs: Recognize, Retreat, Report.



## Recognize

Recognizing that you may have encountered a munition is one of the most important steps in reducing the potential risk of injury or death. Because munitions pose a potential explosive hazard, they should never be touched, moved or disturbed (handled).

### WILL YOU DO THE RIGHT THING WHEN THE TIME COMES?

In 1993, a construction worker digging a trench unearthed what looked like large bullets. He recognized the potential danger, stopped digging and notified his supervisor. Local authorities were called. As a result of this worker's actions, nearly 150 high explosive tank shells were recovered from a former WWI training area.

Remember, whether complete or in pieces, any munition or suspect munition encountered should be considered extremely dangerous. Do the right thing! Immediately stop all operations in the area; do not touch, move or disturb it, and notify your supervisor or local authorities.



## Retreat

If you encounter or suspect you may have encountered a munition, do not touch, move or disturb it. Instead, carefully retreat from the area by retracing your steps.

- Immediately stop all construction activities in the area, warning others of the potential danger.
- Do not approach the munition or a suspect munition. (Some fuzes are sensitive to changes in temperature, movement or pressure.)
- Move away from the area and keep others away from it!

Unfortunately, munitions are often popular, but potentially deadly souvenirs. Taking a munition for a keepsake presents an immediate and real danger to you. Bringing one home endangers your family, your friends, and your community. Don't be tempted.

# Report

If you encounter or suspect you have encountered a munition, do not touch, move or disturb it. Instead, immediately stop construction activities and move away from the area and report what you saw.

Protect yourself, your co-workers, and the public by immediately reporting any munitions or suspect munitions encountered to your foreman, site supervisor, or by calling 911.



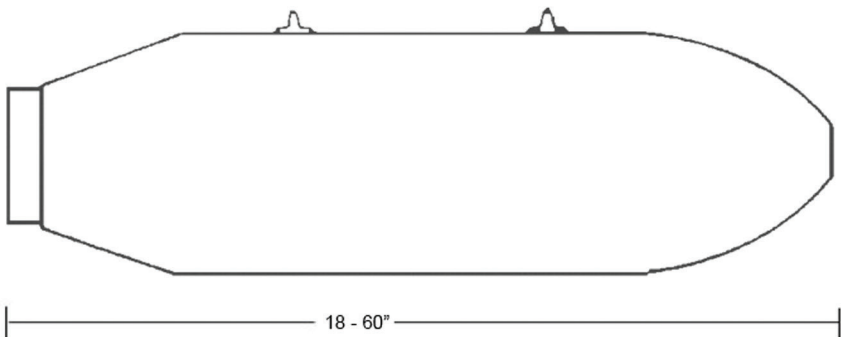
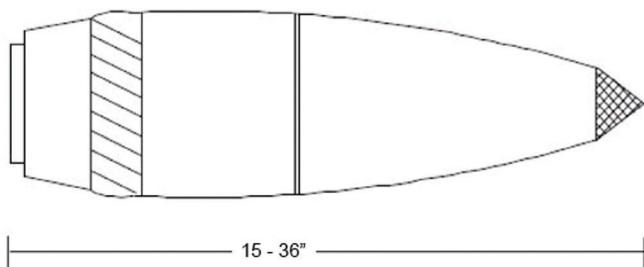
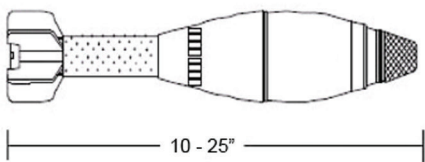
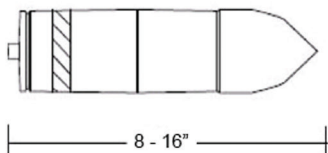
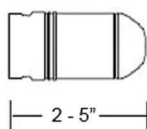
Provide as much information as possible about what you saw and where you saw it. This will help the police and explosive ordnance disposal personnel (usually referred to as EOD personnel) find, evaluate and address the situation.

If you believe you may have encountered a munition, report the following:

- The area where you encountered it.
- A general description of the munition, to include:
  - Its size
  - Its shape
  - Any readily visible markings--do not approach or handle the munition to see the markings



**MUNITIONS  
COMMON SIZE  
AND SHAPE  
PROFILES**





## Don't Forget

- Munitions are dangerous and may not be easily recognizable!
- The history of your work site--know when you are working on a former military range or disposal area!
- Never touch, move or disturb a munition!

## Follow the 3Rs

### Recognize

When you may have come across a munition, and that munitions are dangerous

### Retreat

Do not approach, touch, move, or disturb it, but carefully leave the area.

### Report

Immediately what you saw and where you saw it to local law enforcement – call 911



For additional information visit the US Army's  
UXO Safety Education website

<https://3Rs.mil>

## **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:** CEN24-000068

**Permit Type:** Commercial Environmental

**Sub Type:** Grading

**Date Issued:** 04/01/2025

**Expiration Date:** 03/31/2027

***Property Information***

**Property Address:** 9500 NORTH POINT RD

**City, State, Zip:** FORT HOWARD, MD, 21052

**Tax ID:** 1700010805

**District:** 15

**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:** COURT HOUSE, BALTIMORE, MD, 21204

**Tenant:**

**Applicant:** Mebt Bekele

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:** CEN24-000068

**Permit Type:** Commercial Environmental

**Sub Type:** Grading

**Date Issued:** 04/01/2025

**Expiration Date:** 03/31/2027

***Building Permit Contractor***

**Name of Contractor:** TBD

**Phone Number:**

**Address:**

**City, State, Zip:** , ,

**Is Owner Contractor?:**

***Building Permit Information***

**Description of Work:** CBCA. Grade 14,375sf for the replacement of waterlines. 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. WORK IS IN THE 100-YEAR FLOOD PLAIN.

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, September 25, 2025 @ 10:30 a.m. EST.**  
**WebEx Phone Number 1-415-655-0001, Access Code Number 2317 340 3572##.**

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

**Calendar Days for Completion: One Hundred Eighty-Nine (189)**

**Liquidated and Other Damages: FIFTEEN HUNDRED DOLLARS (\$1500.00 PER CALENDAR DAY)**

**Cost Group “B” (\$100,001 to \$500,000) (Prequalified contractors with a Cost Group restriction must bid within the dollar amount stated on their Certificate of Prequalification)**

**Work Classification: F9**

**TO BALTIMORE COUNTY, MARYLAND:** Replacement of the existing waterline from the existing water valve on North Point Road to Fort Howard Comfort Station and trail side spigots, Fort Howard Maryland. Construction of plumbing system for domestic water modifications to replace all piping in the existing building and provide one additional fixture for each toilet room in Fort Howard Park. Repair of any disturbed asphalt pavement due to construction. Cleanup, finish grading, seed and mulch all disturbed areas. **Fort Howard – District 15c7.**

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

**Workday Number**

**100362239**

**Drawing Number(s)**

**2023-3238 thru 3267**

A pre-bid meeting will be held on Wednesday, September 10, 2025 at 10:00 a.m. EST via WebEx. *Phone-In (Audio Only)* – 1-415-655-0001, Meeting Number 2308 547 1920##. *Video Conference* – Meeting Number 2308 547 1920 , **Password: mTWkHVeY753** go to <https://signin.webex.com/join>, or for the WebEx link go to [www.baltimorecountymd.gov/departments/public-works/engineering/contracts/current-solicitations](http://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](http://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

Fort Howard Park Waterline Replacement - 9500 North Point Road, Fort Howard, Maryland 21052

CONTRACT NUMBER: 23137 GX0

WORKDAY NUMBER: 100362239

JOB ORDER NUMBER: N/A

CALENDAR DAYS: 189

**CONTRACTOR:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_

BID ITEM	COMM. CODE		DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	0	0000	FORT HOWARD WATERLINE REPLACEMENT	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):

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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]:

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### 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]:

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## **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]:

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## **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]:

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## 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.)]

**Fort Howard Park Waterline Replacement**  
Contract Name

**23137 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](mailto: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 3<sup>rd</sup> 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:**  
**23137 GX0**

**BALTIMORE COUNTY PREVAILING WAGE RATES**  
**BUILDING CONSTRUCTION**

**Print Date 8/18/2025**

Classification	Modification Reason	Basic Hourly Rate	Borrowed From	Fringe Benefit Payment
BALANCING TECHNICIAN	AD	\$47.92		\$24.44
BRICKLAYER	AD	\$37.50		\$14.78
CARPENTER	AD	\$34.41		\$14.49
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$34.41		\$14.49
CARPET LAYER	AD	\$34.12		\$14.86
CEMENT MASON	AD	\$25.00	510	\$1.94
COMMUNICATION INSTALLER TECHNICIAN	AD	\$36.37		\$12.89
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$34.41		\$14.49
ELECTRICIAN	AD	\$47.13		\$21.94
ELEVATOR MECHANIC	AD	\$56.36		\$45.50
FIRESTOPPER	AD	\$29.81		\$10.08
GLAZIER	AD	\$35.60		\$14.41
INSULATION WORKER	AD	\$40.02		\$19.92
IRONWORKER - FENCE ERECTOR	AD	\$40.02		\$19.92
IRONWORKER - ORNAMENTAL	AD	\$31.17	510	\$24.38
IRONWORKER - REINFORCING	AD	\$29.20	510	\$23.57
IRONWORKER - STRUCTURAL	AD	\$33.12		\$25.63
LABORER - AIR TOOL OPERATOR	AD	\$24.46		\$9.69
LABORER - ASPHALT PAVER	AD	\$24.46		\$9.69
LABORER - ASPHALT RAKER	AD	\$22.63		\$4.88
LABORER - BLASTER - DYNAMITE	AD	\$24.46		\$9.69
LABORER - BURNER	AD	\$24.46		\$9.69
LABORER - COMMON	AD	\$22.63		\$4.88
LABORER - CONCRETE PUDDLER	AD	\$22.63		\$4.88
LABORER - CONCRETE SURFACER	AD	\$24.46		\$9.69
LABORER - CONCRETE TENDER	AD	\$22.63		\$4.88
LABORER - CONCRETE VIBRATOR	AD	\$22.63		\$4.88
LABORER - DENSITY GAUGE	AD	\$22.63		\$4.88
LABORER - FIREPROOFER - MIXER	AD	\$22.63		\$4.88
LABORER - FLAGGER	AD	\$22.63		\$4.88
LABORER - GRADE CHECKER	AD	\$22.63		\$4.88
LABORER - HAND ROLLER	AD	\$22.63		\$4.88
LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$24.46		\$9.69
LABORER - JACKHAMMER	AD	\$22.63		\$4.88
LABORER - LANDSCAPING	AD	\$22.63		\$4.88
LABORER - LAYOUT	AD	\$22.63		\$4.88
LABORER - LUTEMAN	AD	\$22.63		\$4.88
LABORER - MASON TENDER	AD	\$24.46		\$9.69
LABORER - MORTAR MIXER	AD	\$22.63		\$4.88
LABORER - PIPELAYER	AD	\$24.46		\$9.69
LABORER - PLASTERER - HANDLER	AD	\$22.63		\$4.88
LABORER - SCAFFOLD BUILDER	AD	\$24.46		\$9.69
LABORER - TAMPER	AD	\$22.63		\$4.88
MECHANICAL SYSTEMS SERVICE TECH - ELECTRICAL SYSTEMS	AD	\$46.21	510	\$24.90

MECHANICAL SYSTEMS SERVICE TECH-HVAC SYSTEMS	AD	\$46.21		\$24.90
MECHANICAL SYSTEMS SERVICE TECH-PLUMBING SYSTEMS	AD	\$46.21		\$24.90
MECHANICAL SYSTEMS SERVICE TECH - REFRIGERATION SYSTEMS	AD	\$52.27	003	\$24.58
MILLWRIGHT	AD	\$38.61		\$17.21
PAINTER	AD	\$28.55		\$11.87
PAINTER-INDUSTRIAL	AD	\$35.55		\$15.28
PILEDRIIVER	AD	\$36.60		\$16.78
PLUMBER	AD	\$46.21		\$24.90
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$33.00	510	\$13.55
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$32.23	510	\$14.62
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	AD	\$44.35		\$0.00
POWER EQUIPMENT OPERATOR - CRANE	AD	\$41.00		\$18.10
POWER EQUIPMENT OPERATOR - CRANE - TOWER	AD	\$41.00		\$18.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$33.16		\$14.15
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$34.00	510	\$13.55
POWER EQUIPMENT OPERATOR - GRADER	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$23.50		\$5.07
POWER EQUIPMENT OPERATOR - LOADER	AD	\$34.18		\$14.62
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$36.24		\$14.62
POWER EQUIPMENT OPERATOR - MILLING MACHINE	AD	\$30.58	510	\$13.55
POWER EQUIPMENT OPERATOR - PAVER	AD	\$32.10	510	\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$32.10	510	\$13.55
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$28.60		\$14.62
POWER EQUIPMENT OPERATOR - SCREED	AD	\$30.00	510	\$11.80
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$32.23		\$14.62
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$37.50		\$14.85
RESILIENT FLOOR	AD	\$34.12		\$14.86
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	\$47.92		\$24.44
SPRINKLERFITTER	AD	\$42.32	510	\$26.05
SPRINKLERFITTER/PIPEFITTER	AD	\$46.21		\$24.90
STONE MASON	AD	\$44.30	510	\$21.22
TILE & TERRAZZO FINISHER	AD	\$28.09		\$12.59
TILE & TERRAZZO MECHANIC	AD	\$33.41		\$14.24
TRUCK DRIVER - DUMP	AD	\$17.64	510	\$1.92
TRUCK DRIVER - FLATBED	AD	\$20.94		\$7.63
TRUCK DRIVER - LOWBOY	AD	\$29.68	510	\$10.51
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$27.35	510	\$8.97

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



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

[www.baltimorecountymd.gov/go/mwbe](http://www.baltimorecountymd.gov/go/mwbe)





## PROSPECTIVE BIDDERS/OFFERORS

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

### *SECTION 6. BID REQUIREMENTS.*

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

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

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

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

12/2023

## **BALTIMORE COUNTY, MARYLAND**

### **MWBE PARTICIPATION SUMMARY**

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

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

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

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

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

#### **APPROVED MWBE LISTINGS**

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

DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):

**<https://marylandmdbe.mdbecert.com>**

MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:

**<https://baltimorecity.diversitycompliance.com>**

#### **BIDDER/OFFEROR'S ACTIONS**

##### **Seeking Firms:**

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

##### **Expenditures for Materials and Supplies:**

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

## **BALTIMORE COUNTY, MARYLAND** **MWBE PARTICIPATION SUMMARY**

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

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

### **RECORDS AND REPORTS**

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

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

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

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

## **BALTIMORE COUNTY, MARYLAND** **MWBE PARTICIPATION SUMMARY**

### **DETERMINATION OF BID RESPONSIVENESS**

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

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

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

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

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

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

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

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



## **PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT**

### **A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

### **B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION**

I FURTHER AFFIRM THAT:

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

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

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

\_\_\_\_ The Prime is a MBE ☐ or WBE ☐

☐ Maryland State Department of Transportation (MDOT) # \_\_\_\_\_

☐ City of Baltimore # \_\_\_\_\_

☐ Name Other Jurisdiction: \_\_\_\_\_ # \_\_\_\_\_

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

\_\_\_\_\_ % African American \_\_\_\_\_ % Hispanic American \_\_\_\_\_ % Women  
\_\_\_\_\_ % Asian American \_\_\_\_\_ % Native American \_\_\_\_\_ % Disadvantaged (DBE)

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

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

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Representative and Affiant's Name and Title)

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

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

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

\* \* \* \* \*

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

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

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

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

1 ☐ Prime has met the MWBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors

**Or**

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

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

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

**Or**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Address (continued)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Date

**BALTIMORE COUNTY, MARYLAND**  
**SUBCONTRACTOR PARTICIPATION**  
**SCHEDULE (FORM B)**

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

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

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

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



**BALTIMORE COUNTY, MARYLAND**

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

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

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

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

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

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

**MWBE PRIME CONTRACTOR**

Signature of Representative: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Firm's Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Certified Yes No      No

Certifying Jurisdiction \_\_\_\_\_

Date: \_\_\_\_\_

**MWBE PRIME CONTRACTOR**

Minority Status:

☐ African American

☐ Hispanic American

☐ Women

☐ Asian American

☐ Native American

**Reviewed and Accepted by Baltimore County Minority Business Enterprise Office**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

Contract Name, Bid/Proposal Number: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Name of MWBE Subcontractor: \_\_\_\_\_

Subcontractor Contact Name, Title \_\_\_\_\_

Subcontractor Email Address \_\_\_\_\_

☐ MDOT ☐ Baltimore City

\_\_\_\_\_ Certification Number

☐ MBE ☐ WBE ☐ SBE ☐ N/A

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

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

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

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

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

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

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

\*\*\*\*\*

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

Signature of MWBE Subcontractor: \_\_\_\_\_ Date: \_\_\_\_\_

Prime's Printed Name and Title: \_\_\_\_\_ Email: \_\_\_\_\_

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

Signature of Prime: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 12/2024

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

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

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

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

located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on the \_\_\_\_\_ contract.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Subcontractor MWBE Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
MDOT/Baltimore City Certification #

\_\_\_\_\_  
Email Address #

\_\_\_\_\_  
Telephone #

**3. PRIME'S SIGNATURE AND CERTIFICATION**

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

\_\_\_\_\_  
Signature of Prime

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Rev 12/2024

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

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

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

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

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MWBEs for the subcontract opportunities accompanied with the signed MWBE Subcontractor Unavailability Certificate (Form D).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Bidder/Offeror made the following attempts to solicit MWBEs:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature – Bidder Offeror

\_\_\_\_\_  
Print or Type Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Date



**JOHN A. OLSZEWSKI, JR.**  
*County Executive*

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

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: December 13, 2024

Subject: Compliance Reporting and Penalties

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

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

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

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract. This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:

[http://stage.prismcompliance.com/etc/movies/vendor\\_contractpayment\\_tutorial.htm](http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm)

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

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

Attachment:      MWBE Payment Report Form  
                         MWBE Payment Acknowledgement Form

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 **23137 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](http://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-Nine (189) 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)

**Fort Howard Park Waterline Replacement**

Contract Name

**23137 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) \_\_\_\_\_

Fort Howard Park Waterline Replacement  
Contract Name\_\_\_\_\_ 20 \_\_\_\_\_  
Date of Contract23137 GX0  
Contract Number\_\_\_\_\_ 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 86 and General Conditions page 34,35, Article 33.