

**CITY OF BALTIMORE**  
**Brandon M. Scott**  
**Mayor**

**DEPARTMENT OF GENERAL SERVICES**  
**Berke Attila**  
**Director**

**CONTRACT NO. GS 19825R**

**MARKET CENTER GARAGE RENOVATION**

**221 N. PACA STREET**  
**BALTIMORE, MARYLAND 21201**

**1797**

**Marwan Alkarajat**  
**Chief**  
**Major Projects & Energy Division**

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**CITY OF BALTIMORE  
DEPARTMENT OF GENERAL SERVICES  
NOTICE OF LETTING**

Sealed Bids or Proposals, in duplicate, addressed to the Board of Estimates of the Mayor and City Council of Baltimore and marked for **GS 19825R – Market Center Garage Renovation**, will be received at the Office of the Comptroller, Room 204, City Hall, Baltimore, Maryland until 11:00 A.M. on **WEDNESDAY, November 02, 2022**. Board of Estimates employees will be stationed at the Security Unit Counter just inside the Holliday Street entrance to City Hall from 10:45 A.M. to 11:00 A.M. every Wednesday to receive Bids. Positively no bids will be received after 11:00 A.M. The bids will be publicly opened by the Board of Estimates in Room 215, City Hall at Noon. Bid opening proceedings can be also viewed live at <https://www.charmtvbaltimore.com/live-stream> at 12:00 Noon. Bid tabulation sheets detailing the bids received will be publicly posted to the Comptroller’s website by COB on the date of bid opening.

The Contract Documents may be purchased for a non-refundable cost of **\$50.00** by contacting Azza Rizkallah at [azza.rizkallah@baltimorecity.gov](mailto:azza.rizkallah@baltimorecity.gov) as of **FRIDAY, SEPTEMBER 23, 2022**. **Conditions and requirements of the Bid are found in the bid package.**

All contractors bidding on this Contract must first be pre-qualified by the City of Baltimore Boards and Commissions. Interested contractors should call 410 396-6883 or contact the Office of Boards and Commissions at 4 South Frederick Street, 4<sup>th</sup> Floor, Baltimore, MD 21202. **If a bid is submitted by a Joint Venture (“JV”), then in that event, the documents that establish the JV shall be submitted with the bid for verification purposes.** The Prequalification Category required for bidding on this project is **G90039 – CONCRETE & MASONRY REPAIRS**

The Cost Qualification Range for this work shall be **\$100,000.01 to \$500,000.00**

A” Pre-Bidding information” session will be conducted at **THE SITE: 221 N. PACA STREET, BALTIMORE, MD 21201 on TUESDAY, OCTOBER 04, 2022 AT 10:00 A.M..**

Principal Items of work for this project are:

- 1. General Requirements**
- 2. Thermal & Moisture Proofing**
- 3. Roof Top Equipment Support**

The MBE goal is **20%**      The WBE goal is **6%**

APPROVED:

APPROVED:

\_\_\_\_\_  
Secretary, Board of Estimates

\_\_\_\_\_  
Chief, Capital Projects & Energy Division

\_\_\_\_\_  
Chief Solicitor

\_\_\_\_\_  
Chief, Minority and Women’s  
Business Opportunity Office

\_\_\_\_\_  
Director,  
Department of General Services

**ADDITIONAL BIDDING INFORMATION, REQUIREMENTS, AND CONDITIONS**

1. Representatives from the Board of Estimates will be stationed at the Security Unit Counter just inside the Holliday Street entrance of City Hall from 10:45 a.m. to 11:00 a.m. every Wednesday to receive Bids.
2. Bid Guarantee: A certified check of the bidder or a bank cashier's check or a bank treasurer's check drawn on a solvent clearing house bank, made payable to the Director of Finance or a bid bond executed on the form as provided in the Bid or Proposal for an amount which is not less than that determined by multiplying the total bid submitted by two percent (2%) will be required with each bid over \$100,000.00. If the bid is less than or equal to \$100,000.00 no Bid Bond is required.
3. Bidders interested in utilizing the City's Self-Insurance Program for payment and performance security for contracts not exceeding \$100,000.00 may contact the Department of Finance, the Program Administrator, for eligibility requirements and premium costs.
4. **The Board of Estimates reserves the right to reject any and all Bids and/or waive technical defects, if in its judgment, the interest of the Mayor and City Council of Baltimore may so require.**
5. Pursuant to Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition)-Minority and Women's Business Program, Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to this contract.
6. This contract is subject to a **Performance Evaluation** by the Department of General Services.

END OF SECTION

**NOTICE TO BIDDERS**

**SUPPLEMENTAL BIDDING INSTRUCTION**

The following instruction supplements the bidding instructions found elsewhere in the Bid Book and those referenced therein.

**EACH BIDDER IS HEREBY NOTIFIED THAT HE/SHE/IT MUST COMPLETELY FILL IN THE ORIGINAL BID AND THE REQUIRED BID/PROPOSAL AFFIDAVIT AND DOCUMENTS LOCATED IN THE BID BOOK. THE ORIGINAL BID, (WHICH MUST REMAIN ATTACHED TO THE BID BOOK) PLUS THE FULLY COMPLETED DUPLICATE BID MUST BE SUBMITTED IN THE BID ENVELOPE, IF ONE IS PROVIDED FOR THAT PURPOSE.**

**FAILURE TO FOLLOW THESE SIMPLE DIRECTIONS MAY CAUSE YOUR BID TO BE DECLARED UNRESPONSIVE AND THE BID MAY BE REJECTED BY THE BOARD OF ESTIMATES.**

**MINORITY AND WOMEN'S BUSINESS PROGRAM**

- ❖ INCLUDED IN THIS CONTRACT IS A MINORITY AND WOMEN'S BUSINESS PROGRAM PACKAGE.
- ❖ MINORITY AND WOMEN'S BUSINESS PROGRAM PACKAGE FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PROPOSAL.
- ❖ FAILURE TO SUBMIT THE INFORMATION AT THE TIME REQUESTED WILL BE CAUSE TO HAVE YOUR BID REJECTED.

**BALTIMORE APPRENTICESHIP TRAINEE PROGRAM (BATP)**

- ❖ INCLUDED IN THIS CONTRACT IS A BALTIMORE APPRENTICESHIP TRAINEE PROGRAM PACKAGE (BATP DOCUMENTS).
- ❖ BATP FORMS MUST BE COMPLETED AND SUBMITTED **WITH YOUR BID PROPOSAL**.
- ❖ FAILURE TO SUBMIT THE INFORMATION AT THE TIME REQUESTED MAY BE CAUSE TO HAVE YOUR BID REJECTED.
- ❖ COMPLETED BATP FORMS ARE ONLY REQUIRED FOR BIDS OF \$1,000,000.00 OR MORE.
- ❖ **NOTE:** ORIGINAL BATP FORMS ARE INCLUDED IN THE ACCOMPANYING MANILA BID ENVELOPE IF THE ENGINEER'S ESTIMATE FOR A PROJECT IS \$ 750,000.00 OR MORE.

**EMPLOY BALTIMORE AND  
BALTIMORE CITY'S YOUTHWORKS PROGRAM**

- ❖ ALSO INCLUDED IN THIS CONTRACT IS AN EMPLOY BALTIMORE PACKET AND A BALTIMORE CITY'S YOUTHWORKS PROGRAM FORM.
- ❖ ALL FORMS IN THE EMPLOY BALTIMORE CERTIFICATION PACKET AND THE SINGLE PAGE BALTIMORE CITY'S YOUTHWORKS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PROPOSAL.
- ❖ FAILURE TO SUBMIT THE INFORMATION AT THE TIME REQUESTED MAY BE CAUSE TO HAVE YOUR BID REJECTED.
- ❖ THE ACCOMPANYING MANILA BID ENVELOPE CONTAINS AN EMPLOY BALTIMORE PACKET AND BALTIMORE CITY'S YOUTHWORKS PROGRAM ORIGINAL DOCUMENTS WHICH MUST BE COMPLETED FOR ALL CONTRACTS.
- ❖ ALL FORMS IN THESE PACKETS MUST BE COMPLETED AND SUBMITTED **WITH YOUR BID PROPOSAL**.
- ❖ FAILURE TO SUBMIT THE INFORMATION AT THE TIME REQUESTED MAY BE CAUSE TO HAVE YOUR BID REJECTED.

**LOCAL HIRING LAW**

- ❖ ALSO INCLUDED IN THIS CONTRACT IS NOTIFICATION OF THE LOCAL HIRING LAW EFFECTIVE DECEMBER 23, 2013. PLEASE REFER TO THE "INSTRUCTION TO BIDDERS" SECTION AND THE "LOCAL HIRING LAW" SECTION WITHIN THIS SPECIFICATION FOR REQUIREMENTS OF THE LAW.

**BOARD OF ESTIMATES RESOLUTIONS AND EXECUTIVE ORDER**

**EXECUTIVE ORDER**

**WHEREAS**, the Mayor and City Council of Baltimore (“City”) wishes to encourage all contractors awarded City contracts to agree to employ skilled and qualified Baltimore City residents to meet the contractor’s employment needs created as a result of the award of a City contract; and

**WHEREAS**, the Mayor’s Office of Employment Development (“MOED”) has established the EMPLOY BALTIMORE program designed to create opportunities for businesses that receive City contracts to meet their workforce needs; to access qualified City job seekers; and to ensure that City dollars contribute to the local economy; and

**WHEREAS**, MOED has a roster of Baltimore City residents, who are skilled and qualified for immediate employment by City contractors; and

**WHEREAS**, MOED wishes to establish and maintain an ongoing relationship with City contractors in an effort to address current and future employment and/or training needs; and

**WHEREAS**, increasing employment participation of City residents is good business and a means to improve Baltimore City’s employment rate.

**NOW, THEREFORE**, I, Stephanie Rawlings-Blake, Mayor of the City of Baltimore, by virtue of the authority vested in me by the Charter of Baltimore City, do hereby promulgate the following **EXECUTIVE ORDER**:

1. This Executive Order shall apply to contracts awarded by the City that are in the amounts of \$50,000.01 to \$300,000.00, except for professional service contracts and emergency contracts.
2. Bidders on all contracts awarded by the City in the amounts of \$50,000.01 to \$300,000.00, except for professional service contracts and emergency contracts, shall complete the **Employ Baltimore Certification Statement** contained in the Bid Document and submit it with their bids.
3. Within two (2) weeks of receiving the award of a City contract, the contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.
4. Should the contractor’s workforce plan indicate a need to fill new jobs, the contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified City residents to the contractor as candidates for these job opportunities.



5. Each contractor shall submit an **Employ Baltimore** Employment Report to MOED on June 30<sup>th</sup> and December 31<sup>st</sup> during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract.

6. A copy of this **Executive Order** shall be included in all bids, requests for proposals and/or contracts.


7. This **Executive Order** applies to all applicable City contracts entered into on or after December 23, 2013.

8. This **Executive Order** supersedes the Resolution of the Board of Estimates for the Employ Baltimore Executive Order signed by the Mayor on June 9, 2011, and shall take effect immediately.


IN WITNESS HEREOF, I HAVE HEREUNTO  
PLACED MY HAND AND THE GREAT SEAL  
OF THE CITY OF BALTIMORE THIS

DAY OF  
2013.  
  
STEPHANIE RAWLINGS-BLAKE, MAYOR


Approved As To Form and Legal  
Sufficiency By The Law Department  
Of Baltimore City:

  
Michael Schrock  
Chief Solicitor

ATTEST:

  
Custodian of City Seal  
Alternate

APPROVED BY THE BOARD OF ESTIMATES:  
DEC 18 2013

  
Clerk



## EXECUTIVE ORDER

WHEREAS, the Mayor and City Council of Baltimore ("City") is committed to promoting the well-being and positive development of the City's youth and providing educational and enrichment opportunities which will lead to academic improvement, safer environments and a reduction in high risk behavior; and

WHEREAS, Baltimore City has an estimated 76,000 citizens between the ages of 14-21, and

WHEREAS, the federal government ceased funding summer job programs for youth in 2000 after 25 years, causing local and state governments to join with businesses, philanthropic, faith-based, community, and educational organizations to obtain grants, tax-deductible donations and job opportunities to help these deserving youth; and

WHEREAS, the City and the Mayor's Office of Employment Development ("MOED") have established the Baltimore City's YouthWorks program to prepare dependable Baltimore City high school and college students for productive employment that meets the workforce needs of local businesses; and

WHEREAS, the City wishes to encourage all local businesses and contractors, service providers, consultants and vendors, etc doing business with the City to employ skilled and qualified Baltimore City youth between the ages of 14-21, who meet the job ready status, as defined by Baltimore City's YouthWorks program, during the summer of 2008; and

WHEREAS, the need to help Baltimore City's youth has never been greater

NOW, THEREFORE, I Sheila Dixon, Mayor of the City of Baltimore, by virtue of the authority vested in me by the Baltimore City Charter, do hereby promulgate the following EXECUTIVE ORDER:

- 1 Henceforth, each and every Solicitation from every City Department, Agency and Office, where the Bid is expected to be \$25,000 or more, shall contain the attached form Each and every Bidder shall provide the City with the (a) name, (b) complete address, (c) telephone number and (d) a contact person to assist MOED with the YouthWorks program.
2. MOED shall contact each and every business identified in §1 above and request that the business, contractor, service provider, consultant and vendor, etc. join with the City in reaching its goal of employing Baltimore City's YouthWorks referrals, or otherwise assist the Baltimore City's YouthWorks program.
- 3 MOED shall establish and maintain an ongoing relationship with City businesses, contractors, service providers, consultants and vendors, etc in an effort to address their current and future employment and/or training needs.
- 4 This Executive Order shall take effect immediately

IN WITNESS WHEREOF, I HAVE  
PLACED MY HAND AND THE  
GREAT SEAL OF THE CITY OF  
BALTIMORE THIS 14<sup>TH</sup> DAY OF  
JANUARY 2008

(SIGNED) SHEILA DIXON, MAYOR

Approved As To Form And  
Legal Sufficiency By The Law  
Department Of Baltimore City

(Signed) Leslie S. Winner  
Chief Solicitor

**RESOLUTION OF THE BOARD OF ESTIMATES  
OF THE CITY OF BALTIMORE**

**WHEREAS**, the Mayor and City Council of Baltimore, acting by and through the Board of Estimates pursuant to Article VI, Section 4 of the Charter of Baltimore City, 1964 Revision, as amended, is responsible for awarding contracts and supervising all purchasing by the City; and

**WHEREAS**, the Board of Estimates wishes to insure that all City contractors, subcontractors and their agents and employees conduct themselves in accordance with established federal, state, and local laws.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ESTIMATES OF BALTIMORE CITY**, that the following policy, which has always been applicable to City contracts, be formally adopted by this Board to apply to all City contractors, subcontractors and their agents and employees:

1. Contractors, subcontractors, and their agents and employees may not engage in unfair labor practices as defined under The National Labor Relations Act and applicable federal regulations and state laws.

2. Contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievances.

3. If the Board of Estimates determines that a contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts.

4. A copy of this Resolution must be included in all City contracts.

5. This Resolution applies to all City contracts entered into after the date of its adoption and to each and every City contract, or subcontract in effect on the date of its adoption, and each department and agency of the City is charged with the responsibility of so notifying all present contractors, and subcontractors.

6. This Resolution takes effect immediately.

APPROVED BY THE BOARD OF  
ESTIMATES

(Signed)

Shirley A. Williams June 29, 1994

Clerk

Date

Approved As To Form And  
Legal Sufficiency This  
28th Day of June, 1994

(Signed) Leslie S. Winner

Leslie S. Winner

Principal Counsel

**RESOLUTION OF THE BOARD OF ESTIMATES****APPRENTICESHIP TRAINING PROGRAMS**

**WHEREAS**, the Mayor and City Council of Baltimore, acting by and through the Board of Estimates, pursuant to Article VI, Section 4 of the Charter of Baltimore City, 1964 Revision, as amended, is responsible for awarding contracts and supervising all purchasing by the City; and,

**WHEREAS**, the Board of Estimates wishes to insure that all prime contractors performing under any City construction contract conduct apprenticeship training programs as a condition of their contracts;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ESTIMATES OF BALTIMORE CITY**, that the following policy applies to all prime contractors performing under any construction contract of the City that has a total cost of \$1,000,000.00 or more:

1. Prime Contractors shall conduct apprenticeship training programs as a condition of their contracts.
2. Prime Contractors shall submit to the contract administrator for the City agency supervising the contract, within ten days of their receipt of notice of award of each contract, evidence of its participation in a certified apprenticeship program that has been previously approved by the contract administrator, or an apprenticeship training action plan for approval by the contract administrator. Prime Contractors will further submit, from time to time as requested by the contract administrator, evidence of and statistics concerning the apprenticeship training actually performed by the Prime Contractors in connection with each City contract.
3. If the Board of Estimates determines that a Prime Contractor has violated the policy set forth in this Resolution, then the Prime Contractor may be disqualified from bidding on future City contracts, or may be found in default of its existing contract.
4. A copy of this Resolution must be included in all City contracts.
5. This Resolution applies to all City Contracts entered into after the date of its approval by the Board of Estimates.
6. This Resolution takes effect immediately.

**NOTICE:** Resolution effective February 05, 2014.

**RESOLUTION  
OF  
THE BOARD OF ESTIMATES OF BALTIMORE CITY  
THE REGULATION OF BOARD OF ESTIMATES MEETINGS AND PROTESTS**

**WHEREAS, the Mayor and City Council of Baltimore, acting by and through the Board of Estimates ("Board"), pursuant to Article VI, § 1 et seq. of the Charter of Baltimore City, 1996 Edition, as amended (HEREIN after referred to as "Charter"), is responsible for formulating and executing the fiscal policy of the City, approvals of settlements, acquisitions and dispositions of real property, awarding contracts and supervising purchasing by the City; and other duties as prescribed in the Charter; and**

**WHEREAS, the Board, pursuant to Article VI, § 1 of the Charter is composed of the Mayor, President of the City Council, Comptroller, City Solicitor, and Director of Public Works, and the President of the City Council shall be President of the Board, and one of the members shall act as Secretary; and**

**WHEREAS, the members of the Board meet in public forum each Wednesday at 9:00 a.m. (unless in periodic recess) in the Hyman Pressman Hearing Room to conduct the business of government; and**

**WHEREAS, the Board, pursuant to Article VI, § 2 et seq. of the Charter, may promulgate rules and regulations and summon before it heads of departments, bureaus or divisions, municipal officers, and members of commissions and boards; and**

**WHEREAS, in the interest of promoting better government, order and efficiency the Board wishes to establish certain rules, applicable to all private individuals, business entities, fraternal organizations, special interest groups, associations and other entities, etc. (HEREIN after collectively referred to as "entity") who wish to speak at the meetings of the Board.**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ESTIMATES OF BALTIMORE CITY**, that the following rules for the conduct of Board meetings be formally adopted by the Board to apply to all issues to be acted upon, considered, noted, or received at any given meeting:

1. Anyone wishing to speak before the Board, whether individually or as the spokesperson of an entity must notify the Clerk of the Board in writing no later than by noon on the Tuesday preceding any Board meeting, or by an alternative date and time specified in the agenda for the next scheduled meeting. The written protest must state (1) whom you represent and the entity that authorized the representation (2) what the issues are and the facts supporting your position and (3) how the protestant will be harmed by the proposed Board action.

2. Requests to speak on matters submitted to the Board for its information, notation or status report from a previous Board action may be heard at the discretion of the President of the Board. This rule does not preclude the submitting agency from orally presenting the report or matter at the meeting of the Board.

3. Matters may be protested by any entity directly and specifically affected by a pending matter or decision of the Board. The person or entity must submit a written protest of that matter or pending decision. In order for a protest to be considered, the protestant must be present at the Board of Estimates meeting.

4. An entity affected by the disposition of the matter in a way different than an average taxpayer or citizen and who so specifies to the satisfaction of the Board may have their protest heard and considered by the Board. However, the President of the Board reserves the right to call a person or organization to give testimony that he/she determines furthers the effective and fair decision making process of the Board. Protests filed by persons not affected by the disposition of the matter in a way different than an average taxpayer or citizen will be handled and responded to as may be determined by the Clerk of the Board.

5. Protests may be submitted, orally presented and argued by representatives or entities directly impacted by a matter or pending decision before the Board. A Procurement Lobbyist, as defined by Part II, Sec. 8-8 (c) of The City Ethics Code must register with the Board of Ethics as a Procurement Lobbyist in accordance with Section 8-12 of The City Ethics Code. If any member of the Board has sufficient information to determine that Section 8-12 has not been complied with, he or she may make a complaint to the Board of Ethics.

6. The President of the Board shall have the right to limit all speakers to items and issues on the Board agenda, as well as provide a maximum time limit available to a speaker who wishes to address the Board.

7. In the interest of promoting order and efficiency of hearings, persons who are disruptive to the hearing may be required to leave the hearing room.

8. A copy of this Resolution shall be posted in the Department of Legislative Reference, the President of the Board's web site, and the Secretary to the Board's web site and shall be included in all Solicitations.

9. This Resolution shall apply to all Board meetings which are convened two (2) weeks or more after its formal adoption.

Adopted by the Board of Estimates:

*Bernie N. Taylor*  
Clerk Date **JUN 22 2014**

Approved As To Form and Legal  
Sufficiency This 14<sup>th</sup> Day of

January, 2014

  
\_\_\_\_\_  
Chief Solicitor



**SECTION 00025**  
**SPECIAL PROVISIONS**

**SP-1 CONTRACT DOCUMENTS**

The Contract Documents for this project consist of but are not limited to, the following:

1. **Contract Book** which contains:

- A. Notice of Letting
- B. Special Provisions
  - 1) Instruction to Bidders
  - 2) Special Conditions
  - 3) Construction Details and Materials
  - 4) Notice of Proposed Change Order
  - 5) Extra Work Certification
  - 6) Subcontractors acknowledgement of progress payment
- C. Bid or Proposal and Detached Duplicate
- D. Agreement
- E. Bonds

May contain: Addendum

2. **Contract Plans**

The following numbered and titled Plans form a part of these Contract Documents. The Engineer will furnish, from time to time as the work progresses, such supplemental drawings as may necessary for further illustrating the details of the permanent work, and the Contractor will be required to abide by any modifications, supplemental Plans and Specifications that may be furnished by the Engineer.

The Plans referred to in the Contract Documents are entitled:

**CITY OF BALTIMORE**  
**DEPARTMENT OF GENERAL SERVICES**  
**CONTRACT NO. GS19825R**  
**MARKET CENTER GARAGE RENOVATION**

These documents contain drawings as shown in the Table of Contents.

3. **Standard Specifications**

The City of Baltimore, Department of Public Works, Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, Issue of 2006 is hereby made part of these Contract Documents and hereinafter referred to as "Standard Specifications".

Any references in the Contract Documents made to an Article, Section, Paragraph or Table shall refer to the Standard Specifications, unless otherwise noted.

4. **Book of Standards**

The City of Baltimore, Department of Public Works, Book of Standards are hereby made a part of these Contract Documents and hereinafter referred to as "Book of Standards". Any reference in the Contract Documents made to a Standard Number shall refer to the Book of Standards, unless otherwise noted.

The Book of Standards is available online at:

<https://transportation.baltimorecity.gov/transportation/bookofstandards>

5. **Guidelines for the Performance Evaluation of Design Consultants and Construction Contractors**

Pursuant to and in accordance with provisions of Article VI, Section 11 (c) AND 11(f) of the Charter of Baltimore City 1996 Edition, the City of Baltimore, City of Baltimore Rules for Qualification of Contractors, Performance Evaluations of Construction Contractors and Consultants and Procedures and Guidelines for Hearings before the Office of Boards and Commissions Review Committee November 30, 2016, Guidelines have been promulgated for the evaluation of the performance of design consultants and construction contractors and are hereby made a part of these Contract Documents.

**SECTION 00100**  
**INSTRUCTIONS TO BIDDERS**

**IB-1 PURCHASE OF THE STANDARD SPECIFICATIONS**

The Standard Specifications, at a charge of \$35.00 per copy, may be obtained at

The Cummings Building  
1<sup>st</sup> Floor Service Counter  
401 E. Fayette Street  
Baltimore, MD 21202

between the hours of 9:00 A.M. to 4:00 P.M. except Saturday, Sunday, and holidays. Checks must be made payable to the Director of Finance.

The Standard Specification is also available free online for download at:

<http://generalservices.baltimorecity.gov/gm-major-projects/greenbook>

**IB-2 SCOPE OF WORK**

The Principal Items of work under this Contract are as shown on the **NOTICE OF LETTING**

**IB-3 LOCATION(S) OF WORK**

Work under this Contract will be restricted to the location(s) listed herein. There shall be no deviation from the location(s) so specified either by additions, subtractions or alterations by the Contractor or his representative without advance written permission from the Engineer.

**IB-4 CONTRACT BOOK**

The successful Bidder, upon execution of the Agreement and Bonds, will receive up to five (5) copies of the Contract Book – no charge.

**IB-5 BALTIMORE APPRENTICESHIP TRAINEE FORMS (BATP)**

Also included in this contract is a Baltimore Apprenticeship Trainee Program package (BATP documents). The duplicate BATP forms must be completed and submitted with your bid proposal. Completed BATP forms are only required for bids of \$1,000,000.00 or more. Failure to submit the information at the time requested MAY be cause to have your bid rejected.

**IB-6 EMPLOY BALTIMORE PACKET**

Also included in this contract is an Employ Baltimore Packet. The accompanying manila bid envelope contains Employ Baltimore Packet duplicate documents which must be completed for all contracts with bids in excess of \$50,000.01. All forms in the Employ Baltimore Packet must be completed and submitted with your bid proposal. Failure to submit the information at the time requested may be cause to have your bid rejected.

**IB-7 LOCAL HIRING LAW**

Article 5, Subtitle 27 of the Baltimore City Code, as amended (the “Local Hiring Law”) and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law’s effective date of December 23, 2013. The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City subsidized project. Unless the Mayor’s Office of Employment Development (“MOED”) grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract of project must be filled by Baltimore City residents.

1. Within two (2) weeks of the Board of Estimate’s award of the contract or approval of the agreement, the contractor shall have a meeting, whether in person or via telephone, with MOED to complete an employment analysis and review the workforces plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: [www.oedworks.com](http://www.oedworks.com).
2. Should the contractor’s workforce plan indicate a need to fill new jobs, the contractor shall post the new job opening with MOED’s One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these opening. Further, the contractor shall interview qualified Baltimore City residents referred from MOED, and unless granted an exception, fill at least fifty-one percent of the new jobs required to complete the contract or project, with Baltimore City residents.

**IB-8 BALTIMORE CITY’S YOUTHWORKS PROGRAM**

Also included in this contract is a Baltimore City’s Youthworks Form. The accompanying manila bid envelop contains a Baltimore City’s Youthworks Form duplicate document which must be completed for all contracts. The single page Baltimore City’s Youthworks Form must be completed and submitted with your bid proposal. Failure to submit the information at the time requested MAY be cause to have your bid rejected.

**IB-9 CONTRACTORS EXPENSES, PERMITS, LICENSES, CHARGES, AND NOTICES**

Per the City of Baltimore, Department of Public Works, Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, Issue of 2006, Sections 00 73 18 – Contractors Expense and 01 41 26 – Permits, Licenses, Charges, and Notices in the Baltimore City Green Book, the Contractor is responsible for all permit fees. “Permit fees” shall include all fees associated with any permit necessary for the Contractor to perform work, including the building permit. Information regarding the cost of the building permit, trade permits and other permits can be found at [http://static.baltimorehousing.org/pdf/permits\\_fees.pdf](http://static.baltimorehousing.org/pdf/permits_fees.pdf).

**IB-10 BOND PREMIUM**

A letter from the bonding company with the bonding rate is required. Awarded Contractor is required to provide this information upon executing the Payment and Performance Bonds.

**IB-11 CERTIFICATION TO ACCOMPANY REQUESTS FOR PROGRESS PAYMENTS or REQUESTS FOR PAYMENTS** Per the City of Baltimore, Department of Public Works, Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, Issue of 2006, Sections 01 29 76, the following language shall be included in all requests for progress Payments:

**CITY OF BALTIMORE  
DEPARTMENT OF GENERAL SERVICES**

CONTRACT NUMBER: GS19825R

PROJECT: MARKET CENTER GARAGE RENOVATION

DATE: \_\_\_\_\_  
(Preferably as of end of month)

To the Director of Finance:

In reference to the above referenced contract, we hereby certify that as of the above date no extra work or other conditions that would give rise to additional costs have been authorized either in writing, verbally, or otherwise except that which is represented by fully executed Change Orders Expenditure Authorization Requests and that as of the above date we are not aware of any condition that would give rise to any additional claim upon the Mayor and City Council of Baltimore in reference to the above project, EXCEPT AS FOLLOWS:

(List exceptions here):

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

Supporting Documents  
Attached hereto:

**CERTIFIED CORRECT:**

- 1. Contractor's Release  
conditional upon Final payment

\_\_\_\_\_  
Name of Contractor

- 2. Subcontractors' Acknowledgement  
of progress Payment and Release

\_\_\_\_\_  
Date of Certification

By: \_\_\_\_\_  
Authorized Signature

**THIS FORM MUST ACCOMPANY ALL REQUESTS FOR PAYMENTS.**

**IB-12 SUBCONTRACTOR'S ACKNOWLEDGEMENT OF PROGRESS PAYMENT**

Per the City of Baltimore, Department of Public Works, Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, Issue of 2006, Sections 01 29 77, the following language shall be included in all requests for progress Payments:

**SUBCONTRACTOR'S ACKNOWLEDGEMENT  
OF PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT STATES THAT YOU HAVE BEEN PAID FOR PERFORMING CERTAIN SERVICES. PLEASE READ IT CAREFULLY BEFORE SIGNING.**

As of the date listed below, the undersigned subcontractor has received progress payments

**totaling \$ \_\_\_\_\_ to date** for labor, services, equipment, or materials

furnished to \_\_\_\_\_  
(Name of General Contractor)

on the following contract of the Mayor and City Council of Baltimore:

Contract No. GS19825R - MARKET CENTER GARAGE RENOVATION

Is your company's work on this contract completed \_\_\_\_\_ Yes \_\_\_\_\_ No

Dated: \_\_\_\_\_  
Subcontractor Name (Company)

By \_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Printed) Title

**THIS FORM MUST ACCOMPANY ALL REQUESTS FOR PAYMENT**

**IB 13 BID DOCUMENT CHECKLIST\***

The following must occur as part of your bid submission or your bid may be deemed non-responsive:

DONE	REQUIRED ACTIONS
<input type="checkbox"/>	Each Addendum issued must be acknowledged on the specific Addendum form and attached to the contract specification with the bid submission.
<input type="checkbox"/>	Bid Prices for each and every item and the total must be entered where indicated. <u>Make sure that the Unit Price item (s) is filled out.</u>
<input type="checkbox"/>	Follow all of the instructions on the Minority Business forms contained in the bid/specification package: Complete each line with the <u>exact</u> information that is requested; If a total subcontract value is requested, do not enter a percentage instead; Execute the form on behalf of the bidder; Confirm that the proposed subcontractor has executed the form.
<input type="checkbox"/>	Provide one original Bid Bond (with original Power of Attorney) or other acceptable bid security in acceptable amount along with a copy of the bid bond or other bid security: If locally funded, 2% of the total bid amount
<input type="checkbox"/>	Complete and answer all Bid/proposal Affidavits located after the Bid or Proposal. Ensure that a representative with the proper authority signs in the appropriate pages. Should a representative who is NOT an officer or director of the company execute the bid, attach legal evidence of his/her ability to do so.
<input type="checkbox"/>	Complete the Employ Baltimore Certification Statement for projects \$300,000.00 and below, and/or the Local Hiring Certification and Compliance Statement for projects \$300,000.00 and above
<input type="checkbox"/>	Ensure the Duplicate Bid is an <u>exact replica</u> of the Original Bid and submit with the Original Bid.

**\*PLEASE NOTE- This list is not intended to be exhaustive nor all inclusive, but is provided for bidder’s guidance and informational purposes only.**

**IB-14 DIGITAL SPECIFICATIONS & DRAWINGS**

Specifications & Drawings for this project have been provided as PDF files on the enclosed Flash Drive All documents on the Flash Drive are part of the Bid documents.

**IB-15 CDC Guidelines**

All individuals, including Contractors and sub-contractors, on City property and in its facilities shall abide with all CDC guidelines in regard to COVID 19.

END OF SECTION

**SPECIAL CONDITIONS****SC-1 MINIMUM WAGE RATES & LABOR TRAFFICKING NOTICE REQUIREMENTS**

The Baltimore City Code Art. 5 Subtitle 25 “Prevailing Wages for Work Under Construction Contracts” establishes what is more commonly referred to as the City’s “Prevailing Wage” requirement. Contractors awarded City Construction contracts are required to pay their employees a “prevailing Wage” to be determined each year by the Board of Estimates. Contractors must become thoroughly familiar with the “Prevailing Wage” requirement. A copy of the City Code Art. 5 Subtitle 25 can be found on the City of Baltimore’s website (<http://civilrights.baltimorecity.gov/wage-commission>).

Included is a copy of the Prevailing Wage Rates that apply to this contract and Art. 5 subtitle 25-9 (Required Records-In General) and subtitle 25-10 (Required Records-Project Payroll Reports), which sets forth certain reporting requirements. An example of a payroll report is also included to be used in complying with Subtitle 25-10. If you find it more convenient you may use your own payroll form so long as it provides the information required and is in close conformity with the form enclosed. Copies of completed payroll reports shall be submitted as follows:

One Copy: Office of Civil Rights & Wage Enforcement  
7 E. Redwood St. 9<sup>th</sup> Flr.  
Baltimore, MD 21202  
Phone (410-396-4835  
Fax: (410) 752-3190

One Copy: Contracting Agency

If you need additional clarification regarding Article 5, Subtitle 25, please contact the Wage Commission at 410-396-4835.



**FISCAL YEAR 2022 PREVAILING WAGE RATES**

**CLASSIFICATION NO. 1**

The following minimum hourly wage rates shall apply to all contracts in excess of One Hundred Thousand Dollars (\$100,000) in connection with new building construction, major remodeling and rehabilitation of buildings and for construction, reconstruction, erection, conversion installation, alteration, renovation, razing, demolition, moving or removing on any airport, pier wharf, sewer, drain, main, conduit, machinery or mechanical, electrical or other equipment or any other operation, or work to be done or performed in, on, upon or in connection with any building, bridge over water, tunnel, tower, stack, filtration plant, waste water or sewage treatment works, pumping stations, and other such structures.

<b>JOURNEYMEN</b>	<b>HOURLY RATE</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL</b>
Asbestos Workers (Insulation Mechanics)	\$39.27	\$18.72	\$58.04
Boilermakers	\$17.62	\$6.96	\$24.58
Bricklayers	\$34.00	\$12.84	\$46.84
Carpenters/Resilient & Soft Floor Layers	\$30.34	\$14.02	\$44.36
- Millwright	\$33.65	\$18.06	\$51.71
- Piledriver	\$33.62	\$15.73	\$49.35
Cement Mason/Plasterers	\$28.45	\$11.47	\$39.32
Electricians	\$41.00	\$18.84	\$59.84
Elevator Construction Mechanic	\$50.04	\$41.42	\$91.46
Firestop Mechanic	\$29.41	\$8.43	\$37.84
Glaziers	\$30.77	\$22.96	\$53.73
Ironworkers			
- Ornamental	\$31.17	\$24.16	\$55.33
- Structural	\$31.17	\$24.16	\$55.33
- Reinforcing Rodmen	\$31.17	\$24.16	\$55.33
- Fence Erectors	\$28.70	\$20.66	\$49.36

**APPROVED BY BOARD OF ESTIMATES**



By Celeste.Amato at 4:36:17 PM, 3/16/2022

**CLERK TO THE BOARD OF ESTIMATES**

FISCAL YEAR 2022 PREVAILING WAGE RATES

<b>JOURNEYMEN</b>	<b>HOURLY RATE</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>Laborers</b>			
- <b>General Laborers:</b> Flaggers, Tool and Material Handlers (Except Tenders), Clean-Up, Janitors, Truck Checkers, Dumpmen, Spotter, Landscape Laborer, Mulcher, Watchmen (Including Fire Watchmen)	<b>\$18.25</b>	<b>\$6.29</b>	<b>\$24.54</b>
- <b>Construction Laborers:</b> All Laborers not otherwise classified	<b>\$19.10</b>	<b>\$6.29</b>	<b>\$25.39</b>
- <b>Semi-Skilled Laborers:</b> Potmen, Power or Air Tool Operators, Pipelayers, Drillers Concrete Laborers, Signalmen, Small Machine Operators, Laser Beam Operators, Scaffold Builders, Caisson Laborer, Jack Hammer Operator (80 lbs. and over), Hazmat Handler	<b>\$19.41</b>	<b>\$6.29</b>	<b>\$25.70</b>
<b>Painters</b>			
- Brush and Trim	<b>\$25.06</b>	<b>\$9.86</b>	<b>\$34.92</b>
- Spackling, Taping, Wall Covering	<b>\$25.06</b>	<b>\$9.86</b>	<b>\$34.92</b>
- Spray, Structural Steel, Steam Cleaning, Sandblasting			
<b>Plumbers/Steamfitters/Pipefitter</b>	<b>\$41.92</b>	<b>\$22.09</b>	<b>\$64.01</b>
<b>Roofers</b>			
- Slate and Tile	<b>\$31.26</b>	<b>\$13.82</b>	<b>\$45.08</b>
- Wood Block	<b>\$31.26</b>	<b>\$13.82</b>	<b>\$45.08</b>
- Composition - Waterproofer	<b>\$31.26</b>	<b>\$13.82</b>	<b>\$45.08</b>

FISCAL YEAR 2022 PREVAILING WAGE RATES

APPROVED BY BOARD OF ESTIMATES



*By Celeste.Amato at 4:36:17 PM, 3/16/2022*

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Clerk to the Board of Estimate

**FISCAL YEAR 2022 PREVAILING WAGE RATES**

**JOURNEYMEN**

Sheet Metal Worker (Inc. Air Balance, Metal Roofing)  
 Sprinkler Fitter  
 Stonemason  
 Tile, Terrazzo, Marble Workers  
 Tile, Terrazzo, Marble Finisher

<b>HOURLY RATE</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL</b>
<b>\$42.67</b>	<b>\$22.75</b>	<b>\$65.42</b>
<b>\$34.40</b>	<b>\$19.14</b>	<b>\$53.54</b>
<b>\$38.81</b>	<b>\$18.66</b>	<b>\$57.10</b>
<b>\$31.18</b>	<b>\$12.74</b>	<b>\$43.92</b>
<b>\$25.81</b>	<b>\$11.66</b>	<b>\$37.47</b>

**POWER EQUIPMENT OPERATORS**

**GROUP I:** Certified Crane Operators (CCO)

<b>\$37.70</b>	<b>\$16.14</b>	<b>\$53.84</b>
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**GROUP II:** Backfiller, backhoe, batching plants, boat captain, cableway, loader hoe, (with a front end bucket over 1 ¼ yds.), concrete mixing plant, concrete paver, derrick boat, double concrete pump, dragline, Eimco type overhead loader, elevating grader, scraper or pan type excavator (25 yds. and over), front end loader (1 ¾ yds. and over), gradall, grader, hoist (2 active drums or more), multiple conveyor, pile driving machine, power shovel, repair mechanic, shield, standard gauge locomotive, trenching machine, tunnel mucking machine, twin engine scraper, welder, whirley rig.

<b>\$31.73</b>	<b>\$13.15</b>	<b>\$44.88</b>
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**APPROVED BY BOARD OF ESTIMATES**



By Celeste.Amato at 4:36:17 PM, 3/16/2022

**Clerk to the Board of Estimates**

**FISCAL YEAR 2022 PREVAILING WAGE RATES**

<b>JOURNEYMEN</b>	<b>HOURLY RATE</b>	<b>FRINGE BENEFITS</b>	<b>TOTAL</b>
<p><b><u>POWER EQUIPMENT OPERATORS</u></b></p> <p><b><u>GROUP III:</u></b> Asphalt spreader bulldozer, bull float, loader, hoe, (with a front end bucket 1 ¼ yds. and under), concrete mixer (with skip), concrete pump, concrete spreader, scraper or pan type excavator (under 25 yds.) finishing machine, front end tractor loader (under 1 ¾ yds.), hi-lift fork lift, longitudinal float, narrow gauge locomotive, one drum hoist, power roller, screeding machine, snooper/vac truck, stone crusher, stone spreader, sub-grader tractor with attachments (2 or more provided both attachments are being used).</p>	<b>\$29.78</b>	<b>\$13.15</b>	<b>\$42.93</b>
<p><b><u>GROUP IV:</u></b> Crawler or rubber tire tractor no attachments), compressors, elevator operator, firemen, fuel truck, grease truck, grout pump, light plant, mighty midget with compressor, single conveyor, space heaters, welding machines, welldriller, wellpoint system, deck hands, oilers (all types).</p>	<b>\$24.65</b>	<b>\$13.17</b>	<b>\$37.82</b>

**APPROVED BY BOARD OF ESTIMATES**



By Celeste.Amato at 4:36:17 PM, 3/16/2022

**Clerk to the Board of Estimates**

FISCAL YEAR 2022 PREVAILING WAGE RATES

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Truck Driver			
- Goose Neck Drop Frame	\$15.82	\$3.75	\$19.57
- Trailer Driver	\$15.50	\$3.75	\$19.25
- Flat Bed and Pickup	\$13.89	\$3.75	\$17.64
- Dump Truck Driver (Site Only) Welder Receives Rate For Craft Involved	\$12.85	\$4.60	\$17.45

APPROVED BY BOARD OF ESTIMATES



By Celeste.Amato at 4:36:17 PM, 3/16/2022

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Clerk to the Board of Estimates

FISCAL YEAR 2022 PREVAILING WAGE RATES

**APPRENTICESHIP RATES**  
**PERCENTAGE OF JOURNEYMAN'S HOURLY**  
**RATE**  
**PLUS FULL JOURNEYMAN'S FRINGE BENEFITS (UNLESS PARTIAL FRINGE**  
**BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING**  
**COUNCIL)**

<b><u>ASBESTOS WORKERS</u></b>	
First year	45
Second year	55
Third year	65
Fourth year	75
Fifth year	85

<b><u>BOILERMAKERS</u></b>	
First 6 months	50
Second 6 months	60
Third 6 months	65
Fourth 6 months	70
Fifth 6 months	75
Sixth 6 months	80
Seventh 6 months	85
Ninth 6 months	90

<b><u>BRICKLAYERS &amp; STONE MASONS</u></b>	
First 6 months	50
Second 6 months	55
Third 6 months	60
Fourth 6 months	70
Fifth 6 months	80
Sixth 6 months	90

**APPROVED BY BOARD OF ESTIMATES**



By Celeste.Amato at 4:36:17 PM, 3/16/2022

**Clerk to the Board of Estimates**



FISCAL YEAR 2022 PREVAILING WAGE RATES

**APPRENTICESHIP RATES**  
**PERCENTAGE OF JOURNEYMAN'S HOURLY**  
**RATE**

**PLUS, FULL JOURNEYMAN'S FRINGE BENEFITS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)**

<b><u>CARPENTERS</u></b>	
First year	60
Second year	70
Third year	80
Fourth year	90

<b><u>CEMENT FINISHERS</u></b>	
First 500 hours	50
Second 500 hours	55
Third 500 hours	60
Fourth 500 hours	65
Fifth 500 hours	70
Sixth 500 hours	75
Seventh 500 hours	80
Eighth 500 hours	90

<b><u>ELECTRICIANS</u></b>	
First 6 months	40
Second 6 months	40
Second year	55
Third year	65
Fourth year	70
Fifth year	75

APPROVED BY BOARD OF ESTIMATES



By Celeste Amato at 4:36:17 PM, 3/16/2022

Clerk to the Board of Estimate



**FISCAL YEAR 2022 PREVAILING WAGE RATES**

**APPRENTICESHIP RATES**  
**PERCENTAGE OF JOURNEYMAN'S HOURLY**  
**RATE**  
**PLUS FULL JOURNEYMAN'S FRINGE BENEFITS (UNLESS PARTIAL FRINGE**  
**BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING**  
**COUNCIL)**

<b><u>IRONWORKERS</u></b>	
First 1,000 hours	60
Second 1,000 hours	65
Third 1,000 hours	70
Fourth 1,000 hours	75
Fifth 1,000 hours	80
Sixth 1,000 hours	85
Seventh 1,000 hours	90
Eighth 1,000 hours	95

<b><u>MILLWRIGHTS</u></b>	
First year	60
Second year	70
Third year	80
Fourth year	90

<b><u>PAINTERS</u></b>	
First 1,000 hours	55
Second 1,000 hours	70
Third 1,000 hours	85

**APPROVED BY BOARD OF ESTIMATES**



By Celeste Amato at 4:36:17 PM, 3/16/2022

\_\_\_\_\_  
**Clerk to the Board of Estimate**

**FISCAL YEAR 2022 PREVAILING WAGE RATES**

**APPRENTICESHIP RATES**  
**PERCENTAGE OF JOURNEYMAN'S HOURLY**  
**RATE**  
**PLUS FULL JOURNEYMAN'S FRINGE BENEFITS (UNLESS PARTIAL FRINGE**  
**BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING**  
**COUNCIL)**

<b><u>PLASTERERS</u></b>	
First 1,000 hours	50
Second 1,000 hours	55
Third 1,000 hours	60
Fourth 1,000 hours	65
Fifth 1,000 hours	70
Sixth 1,000 hours	75
Seventh 1,000 hours	80
Eighth 1,000 hours	85

<b><u>PLUMBERS/STEAMFITTERS/ PIPEFITTERS</u></b>	
First year	40
Second year	50
Third year	60
Fourth year	70
Fifth year	80

<b><u>POWER EQUIPMENT OPERATORS</u></b>	
First period	55
Second period	60
Third period	65
Fourth period	70
Fifth period	75
Sixth period	80

**APPROVED BY BOARD OF ESTIMATES**



By Celeste.Amato at 4:36:17 PM, 3/16/2022

**Clerk to the Board of Estimate**

**FISCAL YEAR 2022 PREVAILING WAGE RATES**

**APPRENTICESHIP RATES**  
**PERCENTAGE OF JOURNEYMAN'S HOURLY**  
**RATE**  
**PLUS FULL JOURNEYMAN'S FRINGE BENEFITS (UNLESS PARTIAL FRINGE**  
**BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING**  
**COUNCIL)**

<b><u>ROOFERS</u></b>	
First year	55
Second year	65
Third year	75

<b><u>SHEET METAL WORKERS</u></b>	
First 6 months	40
Second 6 months	45
Third 6 months	50
Fourth 6 months	55
Fifth 6 months	60
Sixth 6 months	65
Seventh 6 months	70
Eighth 6 months	75
Ninth 6 months	80
Tenth 6 months	85

<b><u>SHEET METAL WORKERS</u></b>	
First 6 months	45
Second 6 months	50
Third 6 months	55
Fourth 6 months	60
Fifth 6 months	65
Sixth 6 months	70
Seventh 6 months	75
Eighth 6 months	80
Ninth 6 months	85
Tenth 6 months	90

**APPROVED BY BOARD OF ESTIMATES**



By Celeste.Amato at 4:36:17 PM, 3/16/2022

**Clerk to the Board of Estimate**

**FISCAL YEAR 2022 PREVAILING WAGE RATES**

**APPRENTICESHIP RATES PERCENTAGE OF  
JOURNEYMAN'S HOURLY RATE  
PLUS FULL JOURNEYMAN'S FRINGE BENEFITS (UNLESS PARTIAL FRINGE  
BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING  
COUNCIL)**

<b><u>LABORERS</u></b>	
First year	70
Second year	90

**LABORER'S WORK**

Laborers may not assist mechanics in the performance of mechanic's work, nor use tools peculiar to established trades. Their work should be confined to the following manual tasks:

1. Digging and filling holes and trenches.
2. Loading, unloading and stockpiling materials.
3. Cleaning and sweeping.
4. Driving stakes.
5. Placing concrete and asphalt (not finishing)
6. Stripping forms.
7. Ripping out material which is to be discarded, including asbestos.
8. Clearing and grubbing.

The above definition is to preclude inadvertent misclassification of laborers.

**APPROVED BY BOARD OF ESTIMATES**



By Celeste.Amato at 4:36:17 PM, 3/16/2022

**Clerk to the Board of Estimates**

**ART. 5, § 25-9 BALTIMORE CITY CODE**

**§ 25-9. Required records - In general.**

(a) Contractors to maintain.

The contractor and each of his subcontractors shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve them for a period of 3 years thereafter for all laborers, mechanics, and apprentices working directly upon the site of the work.

(b) Contents.

These records shall contain:

- (1) the name and address of each such employee;
- (2) his classification in accordance with the classifications fixed in the contract;
- (3) a designation of laborer, mechanic, or apprentice;
- (4) the number of hours worked each day;
- (5) the hourly wage rate;
- (6) the gross wages, deductions made, and actual wages paid;
- (7) a copy of the Social Security returns and evidence of payment thereof;
- (8) a record of fringe benefit payments including contributions to approved plans, funds, or programs and/or additional cash payments; and
- (9) such other data as may be required by the Board of Estimates from time to time.

(City Code, 1950, art. 1, §14(e); 1966, art. 1, §16(f)(1st sen.); 1976/83, art. 1, §19(d)(1).)  
(Ord. 45-225; Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 04-672.)

**§ 25-10. Required records - Project payroll reports.**

(a) Contractor to submit.

The contractor shall submit 2 complete copies of his weekly project payrolls and the weekly project payrolls of each of his subcontractors, consecutively numbered, not later than 14 days from the end of their respective payroll periods, 1 copy to be sent to the contracting agency, the other to the Wage Commission where the same will be available for public inspection during regular business hours. 02/12/16 -52- FINANCE AND PROCUREMENT ART. 5, § 25-10

(b) Contents.

The weekly project payrolls shall contain:

- (1) the name of the prime contractor and the subcontractor, if any;
- (2) a designation of the project and location;
- (3) the name, Social Security Number, and occupation of each employee;
- (4) his classification in accordance with the classifications fixed in the contract;
- (5) a designation of laborer, mechanic, or apprentice;
- (6) the number of hours worked daily by said employee at straight time and at overtime and his hourly wage rate for each;
- (7) the gross wages paid to said employee per week; and
- (8) such other data as may be required by the Board of Estimates from time to time.

(c) Prime contractor responsible for subcontractors.

The prime contractor shall be responsible for the submission of all subcontractors' payrolls covering work performed directly at the work site.

(d) Signed statement of compliance.

Each copy of the payroll shall be accompanied by a statement signed by the contractor or the subcontractor, as the case may be, indicating:

- (1) that the payroll is correct;
- (2) that the wage rates contained therein are not less than those established by the Board of Estimates as set forth in the contract;
- (3) that the classification set forth for each laborer, mechanic, or apprentice conforms with the work he performed; and
- (4) that the contractor and the subcontractor, as the case may be, has complied with the provisions of this subtitle.

(City Code, 1966, art. 1, §16(f)(2nd sen.) ; 1976/83, art. 1, §19(d)(2).) (Ord. 59-1960; Ord. 67-969; Ord. 73-348.)

U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008  
Expires: 02/28/2018

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>			ADDRESS															
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION			PROJECT OR CONTRACT NO.											
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			O	T	R	I	S								FICA	WITH- HOLDING TAX		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

**SUBTITLE 26A LABOR TRAFFICKING NOTICE REQUIREMENTS**

This requirement went into effect on January 24, 2022.

Labor Trafficking - Notice Requirements For the purpose of requiring certain contractors with the City of Baltimore to place a notice regarding the human-trafficking prevention hotline in certain locations; providing that certain contractors may obtain the required human-trafficking notices from the United States Department of Homeland Security's Blue Campaign website; providing for certain penalties; and generally relating to labor trafficking notice requirements for city contractors.

Subtitle 26A is included hereunder;



**SUBTITLE 26A  
LABOR TRAFFICKING NOTICE REQUIREMENTS**

**§ 26A-1. Applicability.**

The requirements of this subtitle apply to:

- (1) construction contracts, including:
  - (i) contracts in excess of \$5,000 made by the Board of Estimates, or on its behalf, with any person, firm, or corporation for the construction, reconstruction, erection, conversion, installation, alteration, repair, maintenance, renovation, razing, demolition, moving, removing, grading, paving, repaving, curbing, filling, excavation, or any other operation or work to be done or performed in, on, upon, or in connection with any building, bridge, viaduct, tunnel, tower, stack, or other structure, airport, land, highway, pier, wharf, sewer, drain, main, conduit, machinery, or mechanical, electrical, or other equipment;
  - (ii) each and every project approved by the Mayor and City Council on or after January 1, 2021, receiving funds from tax increment financing in excess of \$10,000,000 in the aggregate to the extent those funds are used in whole or in part for the construction, reconstruction, erection, conversion, installation, alteration, repair, maintenance, renovation, razing, demolition, moving, removing, grading, paving, repaving, curbing, filling, excavation, or any other operation or work to be done or performed in, on, upon, or in connection with any building, bridge, viaduct, tunnel, tower, stack, or other structure, airport, land, highway, pier, wharf, sewer, drain, main, conduit, machinery, or mechanical, electrical, or other equipment; and

(2) service contracts, as defined in § 26-1(e) of this article.  
*(Ord. 22-10.)*

**§ 26A-2. Requirements.**

(1) The prime contractor must post a sign that states the following:

“LABOR TRAFFICKING 101

Labor trafficking includes recruiting, harboring, transporting, providing, or obtaining people for forced or coerced labor.

The coercion could be threats directed at the victim or someone else. Labor trafficking is often linked with exploitation of a worker. To learn more, visit [www.mdhumantrafficking.org](http://www.mdhumantrafficking.org).

If a worker ...

- (1) lacks possession of their own identification and travel documents,

- (2) lives at their place of work and in isolated conditions,
- (3) experiences verbal or physical abuse from their employer or supervisor,
- (4) is made to work in unsafe conditions, prevented from taking adequate breaks, or forced to meet daily quotas

... they may be a victim of labor trafficking.

FOR IMMEDIATE ASSISTANCE  
CALL THE NATIONAL HUMAN TRAFFICKING HOTLINE

**+1 (888) 373-7888 OR TEXT "BeFREE" TO 233733"**

(2) The sign must:

- (i) be at least 16 by 20 inches in size;
- (ii) contain the text required under subsection (1) of this section in English, Spanish, and any other languages required by the federal Voting Rights Act for voting materials in Baltimore City; and
- (iii) draw attention to the phone and text numbers of the National Human Trafficking Resource Center Hotline by showing the phone and text numbers in bold type.

(3) The prime contractor may meet the requirements of this section by creating their own signs using a font size of not less than 30 points for the hotline and text numbers and a font size of not less than 12 points for the body text, or using copies of the signs created and made available online by the United States Department of Homeland Security's Blue Campaign website.

*(Ord. 22-10.)*

**§ 26A-3. Sign location.**

A copy of the labor trafficking sign required by § 26A-2 {"Requirements"} of this subtitle shall be posted by the contractor at the site of the work in a clear and conspicuous place where it can be easily seen and read by the workers. Example areas include break rooms, locker rooms, cafeterias, and other similar locations.

*(Ord. 22-10.)*

**§ 26A-4. Penalties for failure to post signage.**

(a) *In general.*

(1) *Prerequisite to citation.*

A citation under this section may only be issued after the issuance of a written warning and a failure to correct the violation within 30 days of the date of the warning.

(2) *Authorization to issue.*

In addition to any other civil or criminal remedy or enforcement procedure, this subtitle may be enforced by issuance of an environmental citation under City Code Article 1, Subtitle 40.

(b) *Process not exclusive.*

The issuance of a citation to enforce this subtitle does not preclude pursuing any other civil or criminal remedy or enforcement action authorized by law.

(c) *Each day a separate offense.*

Each day a violation continues is a separate offense.  
(Ord. 22-10.)

**SC-2 DEFINITIONS:**

Supplement Standard Specification Section 00 23 00.01 as follows;

1. Design Project Manager - the representative of Department of General Services or the duly authorized representative.
2. Project Engineer – the representative of the Department of General Services, and whose authority is commensurate with that of the Engineer
3. Building Manager - the City's on-site manager of the building(s) involved in this contract.

**SC-3 EQUAL OPPORTUNITY COMPLIANCE****Article 5 §29-15 Mandatory nondiscrimination contract clause:**

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. Contractor shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**Article 5 §29-16 Contractor bid requirements:**

As part of its bid or proposal, Bidder shall provide to the City a list of all instances within the past 5 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

**Bidders may submit this document in a separate sealed envelope with the bid documents.**

**Article 5 §29-17 Contract disclosure requirement:**

Upon the City's request, and only after filing a complaint against Contractor pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, Contractor agrees to provide the City within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non - Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. Contractor understands and agrees that violation of this clause is a

material breach of the contract and may result in contract termination, debarment, and other sanctions. Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. Contractor shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of and creates no obligation to, any third party.

**SC-4 PAYMENTS TO THE CITY**

Any payments to the Mayor and City Council or any of its Departments, Agencies, Board or Commissions due under the terms of this Agreement or arising incident thereto, shall be made to the Director of Finance and be mailed or delivered to:

Director of Finance  
Abel Wolman Municipal Building  
200 Holliday St., Room One  
Baltimore, Maryland 21202

**SC-5 CONTRACTOR TO EXECUTE REQUIRED DOCUMENTS AND START WORK PROMPTLY**

DELETE Standard Specification Section 00 51 00.07 CONTRACTOR TO EXECUTE REQUIRED DOCUMENTS AND START WORK PROMPTLY and

REPLACE it with the following:

The successful Bidder shall promptly execute and submit a formal Contract, all subcontract agreements in accordance with Article 5 Subtitle 28 of the Baltimore City Code, any and all contract documents specified in an Award Letter, the required Bonds, and all insurance policies or certified copies thereof issued in favor of the Mayor and City Council of Baltimore, as provided in the Special Provisions, all of which shall be subject to the approval of the City Solicitor as to form, terms and conditions. Failure to comply with these requirements within thirty (30) calendar days after the Award shall be just cause for the annulment of the Award. It is understood and agreed that in the event of annulment of the Award, the Board of Estimates may require the Bidder to forfeit, to the use of the City, the amount of the certified check deposited with its Proposal, not as penalty, but as liquidated damages. As an alternative remedy, the City may elect to start the running of contract time (without allowing the Contractor to start work) or to pursue any other remedy allowed to the City under the law or equity.

**SC-6 NOISY WORK**

SUPPLEMENT Standard Specification Section 01 14 23 as follows:

Work creating excessive noise (jack hammering, demolition, etc.) in or near occupied areas is prohibited after 7:00 PM or before 9:00 AM, and must be coordinated with the Building Manager

and Project Engineer, and performed at times which do not unduly disturb the building's occupants or surrounding occupied areas; and at no additional cost to the City.

**SC-7 MAINTENANCE OF TRAFFIC**

SUPPLEMENT Standard Specification Section 01 55 26 with the following:

If violations to Maintenance of Traffic restrictions are not remedied/corrected within twelve (12) hours from the documented notice being given to the Contractor, an appropriate deduction will be made from the Contractor's next Progress Estimate. The deduction will be equal to the daily pro rata share of the Schedule of Values price bid for Maintenance of Traffic, which is determined by the lump sum price bid for Maintenance of Traffic divided by the number of days in the contract, or \$200.00 per day, whichever is more, for each day or portion thereof that the deficiencies exist and will continue until the deficiencies are satisfactorily corrected and accepted by the Project Engineer. The amount of money deducted will be a permanent deduction from the Contract and will not be recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic Schedule of Values item will resume.

**SC-8 OVERTIME REIMBURSEMENT**

DELETE Paragraph "C." of the Standard Specification Section 00 73 18 CONTRACTOR'S EXPENSE and

REPLACE it with the following:

- C. The Contractor shall reimburse the City for inspection and all other services required when and if, the Contractor chooses to work in excess of the normal eight (8) hour workday, forty (40) hour work week, weekends, or on a City holiday. The amount due the City shall be deducted from the Contractor's monthly pay estimate at the hourly rate of one hundred fifty dollars (\$150.00). The rate specified is per inspector and/or Building Manager on the project while the overtime work is ongoing. The Contractor should assume that, if one (1) to two (2) crews are working, at least one (1) inspector will be on site. If three (3) to five (5) crews are working, at least two (2) inspectors will be on site. If more than five (5) crews are working, at least three (3) inspectors will be on site. This overtime reimbursement shall not apply to overtime work done at the City's request due to no fault of Contractor.



**SC-9 PROJECT IDENTIFICATION:**

SUPPLEMENT Standard Specification Section 01 58 00 PROJECT IDENTIFICATION as follows:

The Contractor shall furnish, install, and maintain project signs using the design shown below and at a location as directed by the Engineer.


The Contractor shall update the completion date on the project signs quarterly until substantial completion.



# Work In Progress

**Mayor Brandon M. Scott**



*Better Schools. Safer Streets. Stronger Neighborhoods.*

**DEPARTMENT OF GENERAL SERVICES**  
**PROJECT NAME (ALL CAPS)**  
 informational phone #  
 completion date

**SC-10 CONTRACTOR PHOTO IDENTIFICATION**

The Contractor shall provide a photograph identification badge for each member of his workforce. Each individual shall display the identification badge before entering the project site and as requested during their presence on the project site. The identification badge shall include the individual’s photograph, name, organization, and the contract number. Contractor’s workforce shall include, but is not limited to, subcontractors, suppliers, manufacturers’ representatives, testing agencies, etc. The Contractor shall furnish a photocopy of an individual’s identification badge to the Engineer prior to the individual’s beginning work at the site. In those instances where the duration of an individual’s on-site visit is to be very limited, the Contractor will issue a temporary, non-photo, identification card. The individual may not enter the site until the temporary, non-photo, identification card is issued.

**SC-11 CONTRACTOR WORK HOURS**

SUPPLEMENT Standard Specifications Section 01 14 18 GENERAL WORK HOURS as follows:

Except otherwise Specified in the Special Provisions or other Contract Documents, or directed by the Engineer, the regular eight (8) hour working day shall begin no earlier than 7:00 A.M. and end no later than 5:00 P.M. Any other working hours must be coordinated with the Engineer and the Building Manager.

**SC-12 SUNDAY AND HOLIDAY WORK**

DELETE from Paragraph “A.” of Section 01 14 21 SUNDAY AND HOLIDAY WORK of the Standard Specification the word “SUNDAY”, and

SUBSTITUTE the words “SATURDAY AND SUNDAY”.

ADD to Paragraph “B.” of Section 01 14 21 SUNDAY AND HOLIDAY WORK of the Standard Specifications the following holidays:

Martin Luther King, Jr. Birthday, Presidents Day, Good Friday, Columbus Day, Veterans Day, and any other holidays or City non-work days as indicated by the Baltimore City Labor Commissioner at

<http://labor-commissioner.baltimorecity.gov/official-city-holidays>.

**SC-13 WARRANTIES**

DELETE Paragraph A of Standard Specification Section 01 78 36 WARRANTIES

REPLACE it with:

“The Contractor warrants and guarantees to the City all the improvements made for a period of two (2) years after the date of acceptance or occupancy by the City”.

**SC-14 PROGRESS MEETING DUTIES**

The Contractor shall employ and provide a clerk, satisfactory to the Engineer, who shall be available at all times to record minutes of all meetings and send sufficient copies of minutes of the meetings to all interested parties or as directed by the Engineer.

**SC-15 ENGINEER’S OFFICE**

An ENGINEER’S OFFICE will **NOT** be required as per Section 13 22 00 of the City of Baltimore, Department of Public Works – Specifications – Materials, Highways, Bridges, Utilities, and Incidental Structures 2006.

**SC-16 BUILDER’S RISK**

Supplement Standard Specification Section 00 73 16.01 as follows:

Contractor shall have and maintain during the life of the Contract such Property Insurance upon the Contractor’s entire work at the site up to the complete value thereof. This insurance shall protect the City, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage, theft vandalism and malicious mischief. All Risk Insurance may not contain exclusions relating to flood, earthquake, mysterious disappearance, hail and terrorism.

If the Property Insurance contains a co-insurance provision, the Contractor shall be responsible for the amount of the insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable. If not covered otherwise, the Contractor shall have and maintain



during the life of the Contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

**SC-17 MATERIALS:**

Supplement Standard Specification Section 01 45 14 as follows:

Materials and equipment shall be new, and shall be those of the manufacturers named in the specifications or of a quality, capacity, etc., approved as equal by the Project Engineer.

**SC-18 REUSE AND RECYCLING OF SELECTED MATERIALS**

The contractor shall include the processing of certain materials to be recycled and/or reused as noted in the Contract Documents.

It is the intention of the City to recycle as much of the materials resulting from New Construction, Restoration, Stabilization and Demolition projects as feasible. The Contractor, therefore, shall be required to source separate certain materials that have recycling potential. These items include but are not limited to: structural steel, concrete, bricks (excluding refractory type), lumber, plaster, plasterboard, insulation cement, roofing materials, floor and wall tiles, pipes, wires and other items physically attached to the structure, including appliances.

**MATERIALS MANAGEMENT REPORTING:** At each Project Progress Meeting the contractor shall provide spreadsheet (one electronic and one hardcopy) inventory of the following:

- The material type,
- The number of truckloads and/or containers,
- Their overall individual vehicle daily volumes hauled, and
- Individual vehicles “net” payload weights, of all materials intended to be reused, recycled and /or disposed.

<b>DATE</b>						
	<b>Material Type</b>	<b>Unit of Measure</b>	<b># of Units</b>	<b>Total Weight of Day's Material</b>	<b>Total Volume of Day's Material</b>	<b>End Use: Reused / Recycled / Disposed</b>
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						

<b>7</b>						
<b>8</b>						
<b>9</b>						

**SC-19 TERMINATION FOR CONVENIENCE OF THE CITY**

- A. Performance of work under this Contract may be terminated by the City in accordance with this clause, in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of work is terminated and the effective date of termination.
  
- B. After receipt of a Notice of Termination, and except as otherwise directed by the Engineer, the Contractor shall:
  - 1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
  - 2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the Contract as is not terminated;
  - 3. Terminate all orders and subcontracts to the extent that they relate to the work terminated by the Notice of Termination;
  - 4. Assign to the City, in the manner, at times, and to the extent directed by the Engineer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Engineer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
  - 6. Transfer title and deliver to the City, in the manner, at the times, and to the extent, if any, directed by the Engineer, fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination, and/or completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the City;

7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Engineer, any property of the types referred to in (6) above. The Contractor will not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Engineer; provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Engineer may direct;
  8. Complete performance of any part of the work that has not been terminated by the Notice of Termination; and
  9. Take any action that may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the City has or may acquire an interest.
  10. Submit to the Engineer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of those items for which the disposition has been directed or authorized by the Engineer. The Contractor may request the City to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the City shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Engineer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list. Any correction to this list shall be made prior to final settlement.
- C. After receipt of a Notice of Termination, the Contractor shall submit to the Engineer its termination claim, in the form and with certification prescribed by the Engineer. This claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions in writing are granted by the Engineer upon request of the Contractor made in writing within the six-month period or authorized extension thereof. However, if the Engineer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the six-month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Engineer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- D. Subject to the provisions of paragraph (C), the Contractor and the Engineer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts

may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (E) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Engineer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

- E. In the event of the failure of the Contractor and the Engineer to agree as provided in paragraph (D) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Engineer shall pay to the Contractor the amounts determined by the Engineer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (D):
1. With respect to all contract work performed before the effective date of the Notice of Termination, the total (without duplication of any items) of:
    - i. the cost of the work;
    - ii. the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (B)(5) above, exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (i) above; and
    - iii. a sum, as profit on (i) above, determined by the Engineer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
  2. The reasonable cost of the preservation and protection of property, incurred pursuant to paragraph B(8) above, and any other reasonable cost incidental to termination of the work under this Contract, including expenses incidental to the determination of the amount due to the Contractor as the result of the termination of the work under the Contract.
  3. The total sum to be paid to the Contractor under (1) of this paragraph shall not exceed the total contract price as reduced by the amount of

payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (E)(1) above, the fair value, as determined by the Engineer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the City or to a buyer pursuant to paragraph B(7).

- F. Costs claimed, agreed to, shall be in accordance with all applicable City, State and local laws, regulations and ordinances.
  
- G. The Contractor shall have the right of appeal, under the clause of the Specifications entitled "Disputes," from any determination made by the Engineer unless the Contractor has failed to submit his claim within the time provided herein and has failed to request and receive a written extension of time in which to submit his claim. In any case where the Engineer has made a determination of the amount due to the Contractor, the City shall pay to the Contractor the following:
  - 1. if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Engineer, or
  - 2. if an appeal has been taken, the amount finally determined on such appeal.
  
- H. In arriving at the amount due the Contractor under this clause there shall be deducted
  - 1. all unliquidated advances or other payments made to the Contractor, applicable to the terminated portion of this contract,
  - 2. any claim that the City may have against the Contractor in connection with this contract, and
  - 3. the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the City.
  
- I. If the termination hereunder is partial, the Contractor may file with the Engineer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the Engineer.

- J. The City may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Engineer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder.
- K. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this contract, preserve and make available to the City at all reasonable times at the office of the Contractor but without direct charge to the City, all books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Engineer, reproductions thereof.

**SC-20 PROJECT MANAGEMENT SOFTWARE**

The Contractor shall provide a schedule of deliverables utilizing Professional Project Management software approved by the Engineer. This schedule shall reflect the anticipated activities, time frames, and in work days for the activities listed. Also, the contractor is expected to utilize “Unifier” for submittals, RFIs, invoicing and any other reports and documents as required and directed by the Engineer. The City will provide the license and Training as required.

**SC-21 TEMPORARY TOILET ROOM FACILITIES**

Contractor to Provide and maintain temporary toilet room facilities and enclosures.

**SC-22 PROJECT SUPERVISION BY THE CONTRACTOR**

The Contractor shall have a Superintendent on the premises during all phases and operations of work. The Superintendent shall be English Speaking.

**SC-23 MODIFICATION OF SCOPE**

Contractors should be aware that the project is not limited to the scope as defined in these bid documents and that DGS reserves the right to modify the scope of work as necessary with a change order.

**SC-24 USE OF PREMISES AND OCCUPANCY REQUIREMENTS**

Contractor shall refer to the Technical Specifications Section **WORK RESTRICTIONS 01 14 00.**

**SC-25 PHASING PLAN**

Contractor shall refer to the Technical Specifications Section **WORK RESTRICTIONS 01 14 00.**

**SC-26 NOTICE TO PROCEED**

Supplement Section 00 55 00.01 Notice to Proceed and Prosecution of Work as follows:

The Department of General Services indicates that the Notice to Proceed will be delayed until favorable weather in Spring of 2017.

**SECTION 00300**

NOTE: NO INFORMATION OTHER THAN THAT INCLUDED IN OR ATTACHED TO THIS ORIGINAL BID DOCUMENT (WHERE SUCH ATTACHMENT IS PERMITTED) WILL BE USED IN DETERMINING AWARD.

**ORIGINAL (NOT TO BE DETACHED)**  
NOTICE TO BIDDERS

**CITY OF BALTIMORE**  
**DEPARTMENT OF GENERAL SERVICES**  
**CONTRACT NUMBER GS19825R**

THE COMPLETE (ORIGINAL)  
CONTRACT BOOK AND  
DUPLICATE OF BID OR  
PROPOSAL MUST BE  
INCLUDED IN THE  
BID ENVELOPE

**BID OR PROPOSAL**

**A. BID PRICES**

Proposal of \_\_\_\_\_

Address \_\_\_\_\_

Made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Bid Due **WEDNESDAY, November 02, 2022**

Certified Check or Bank Cashier's Check or Bank Treasurer's Check or Bid Bond: Equal to two percent (2%) of the Total Bid Submitted.

Completion Time: **120** consecutive calendar days

Liquidated Damages: **\$ 1,500.00** per consecutive calendar day

To the Board of Estimates of Baltimore City:

\_\_\_\_\_ propose to furnish all necessary labor and materials, tools, implements, tackle, equipment and machinery, and to construct and complete the **GS 19825R – MARKET CENTER GARAGE RENOVATION** at 221 N.PACA St, Baltimore, Maryland, all in strict accordance with the attached contract documents, at and for the lump sum base bid price of:

A. Base Bid:

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
Written Words Numerical



Proposals will be evaluated based on the Base bid price.

The foregoing price is to include and cover the furnishing of all materials and labor requisite and proper, and the providing of all necessary machinery, tools' apparatus, and means for performing the work and the doing as set forth and described in the Contract Documents.

**UNIT PRICES**

**LIST OF UNIT PRICES:**

1. Unit Price No 1: Concrete Slab Spall Repair, Repair Procedure 1/S-101, Spec. Sec. 030130 Part 4-A.1; \$\_\_\_\_\_ per SF.
2. Unit Price No 2: Concrete Ramp Repair, Repair Procedure 5/S-101, Spec. Sec. 030130 Part 4-A.2; \$\_\_\_\_\_ each
3. Unit Price No 3: Concrete Column Spall Repair, Repair Procedure 2/S-101, Spec. Sec. 030131 Part 4-A; \$\_\_\_\_\_ per SF
4. Unit Price No 4: Concrete Beam Spall Repair, Repair Procedure 3/S-101, Spec. Sec. 030131 Part 4-A; \$\_\_\_\_\_ per SF
5. Unit Price No 5: Concrete Parapet Wall Spall Repair, Repair Procedure 4/S-101, Spec. Sec. 030131 Part 4-A; \$\_\_\_\_\_ per SF
6. Unit Price No 6: Concrete Roof Slab Spall Repair, Repair Procedure 8/S-102, Spec. Sec. 030131 Part 4-A; \$\_\_\_\_\_ per SF
7. Unit Price No 7: Expansion Joint Sealant Repair, Spec. Sec. 031514 Part 4-A; \$\_\_\_\_\_ per LF
8. Unit Price No 8: Concrete Bollard Installation, Installation Procedure 9/S-102, Spec. Sec. 034813 Part 4-A; \$\_\_\_\_\_ each
9. Unit Price No 9: Traffic Barrier Cable Replacement, Repair Procedure 7/S-102, Spec. Sec. 051516 Part 4-A; \$\_\_\_\_\_ each
10. Unit Price No 10: Epoxy Coating of Concrete, Spec. Sec. 099656 Part 4-A; \$\_\_\_\_\_ per SF
11. Unit Price No 11: Cleaning and Painting of Steel Posts, Spec. Sec. 099713 Part 4-A; \$\_\_\_\_\_ each
12. Unit Price No 12: Replacement of Downspout Drainage System (terminating at a downspout outlet), Repair Procedure 10/S-102, Spec. Sec. 334100 Part 4-A.1; \$\_\_\_\_\_ each
13. Unit Price No 13: Clean Scupper and Replace Drain Grate (without associated drainage pipe system), Repair Procedure 10/S-102, Spec. Sec. 334100 Part 4-A.2; \$\_\_\_\_\_ each
14. Unit Price No 14: Crack Repair, Repair Procedure 6/S-102; \$\_\_\_\_\_ per LF

End of Schedule of Unit Price

**B. BIDDER'S REPRESENTATION**

The undersigned bidder certifies that (he/she) has thoroughly examined the site on which the work is to be done, and is thoroughly conversant with all the work called for on the drawings and in all the specifications and with all the requirements necessary and existing to properly execute the work in its entirety; that all allowances have been made for contingencies, etc., for the through, prompt and intelligent execution and completion of the work, within the time required.

**C. RECEIPT OF ADDENDA:**

The Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

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Signature and Title

The foregoing price is to include and cover the furnishing of all materials and labor requisite and proper, and the providing of all necessary machinery, tools, apparatus and means for performing the work and the doing of all the above mentioned work as set forth and described in the Contract Documents.

Note: Each and every person Bidding and Named above must sign here.

In case of Firms, give the first and last name of each member, in full, with Title.

In case a Bid shall be submitted by or in behalf of any Corporation, it must be signed in the name of such Corporation by some authorized Officer or Agent, thereof, who shall also subscribe his Name and Title. If practicable, the Seal of the Corporation shall be affixed.

In case a Bid shall be submitted by joint venture ("JV"), the document that established the JV must be submitted with the bid for verification purposes, and Officers or Agents of all of the firms that are part of the Joint Venture must sign below as acknowledgement of their participation in this bid.

WITNESS \_\_\_\_\_ (SIGNED) \_\_\_\_\_

(TITLE) \_\_\_\_\_

WITNESS \_\_\_\_\_ (SIGNED) \_\_\_\_\_

(TITLE) \_\_\_\_\_

WITNESS \_\_\_\_\_ (SIGNED) \_\_\_\_\_

(TITLE) \_\_\_\_\_

**D. ALTERNATE PRICES:**

Attention is directed to the Contract and General Conditions for the Construction, and Division, and Subdivisions which are hereby made a part of the Alternate Prices and which shall apply as fully as if repeated herein.

Consult the drawings and the applicable portions of the Specifications for location and extent. All work shall be subject to all stipulation as set forth in the individual sections of the specifications for the work involved as fully as if repeated herein.

In as much possible, the work that comprises the alternates is defined on the drawings and labeled accordingly. For special conditions that occur between the Base Bid and an Alternate, or between different Alternates, hereinafter described. Should a clarification of intent regarding what is included in a particular Alternate be required, it shall be requested of the DGS Project Engineer in a timely manner prior to receipt of Bids, but in no event later than the date for submission of bid RFIs, otherwise it shall be understood that the Contractor will complete all work covered by the Base Bid and whatever Alternates that are accepted plus whatever coordination or permanent or temporary work that is required to effectively and satisfactorily terminate incomplete construction or service either at the point of juncture with the new work or where directed.

**NOT APPLICABLE FOR THIS PROJECT**

<b>E. STANDARD UNIT PRICES:</b>	
In all instances when the Engineer, with the approval of the Director, Department of General Services, orders extra work to be performed and/or orders alterations, changes, additions and/or omissions to be made in the work, in accordance with Paragraph 14 of the General Conditions of the Specifications, the unit prices set out in the following schedule shall prevail:	
A. Price per cubic yard for earth excavation in general; including disposal of the excavated material either on or off the site, and/or placing the excavated material in compacted fill, as directed by the Engineer	\$20.00
B. Price per cubic yard for pit and trench excavation, either hand or machine, in material other than rock; including all required pumping, sheeting, sheet piling, bracing and shoring; compacted backfill using the excavated material and disposal of all surplus excavated material either on or off site as directed by the Engineer.	\$47.50
C. Price per cubic yard of pit and trench excavations in rock; including all required blasting, drilling, hand tool wedging, pumping, bracing, shoring, compacted backfill using approved material available on the site, and disposal of all excavated rock either on or off the site, as directed by the Engineer.	\$140.00
<b>D. Concrete Material and Installation</b>	
1. Concrete material costs for the actual amount of additional concrete placed will be paid for at the per-yard amount shown on the supplier's invoice plus an additional 10% to cover all overhead and profit for the same.	
2. Installation costs per cubic yard of concrete in place will be paid as follows:	
a. Placement of footings, pedestals, grade beams, and pile caps, including curing but excluding forms and reinforcing	\$45.00
b. Placement of walls and columns placed at elevations not higher than 5 feet above grade, including curing and finishing of vertical services, but excluding forms and reinforcing	\$35.00
E. Price per pound of reinforcing steel place including all required accessories, bracing, shores and stripping	\$.76
F. Price per square foot of concrete contact area for forms in place, including all required accessories, bracing, shores and stripping	
1. Footings, grade beams and pile caps	\$4.15
2. Walls, columns and other vertical surfaces not higher than 5 feet above grade including steel column encasement.	\$6.10
G. Price per square foot of masonry foundation walls, including horizontal steel reinforcing for specified foundation walls in place.	
For 4" thick walls	\$4.80
For 8" thick walls	\$6.75
For 10" thick walls	\$8.50
For 12" thick walls	\$10.40
For 16" thick walls	\$13.00
All unit prices shall apply equally to both additions and/or deductions, and include all costs of and permitted percentages for, overhead, profit, taxes, Workmen's Compensation Insurance, Public Liability Insurance, Health and Welfare Payment, Social Security Taxes, Unemployment Compensation, etc. If a change involves an omission and no extra work, the Contractor shall receive a sum not in excess of 5% of the unit price for overhead.	

The definition of rock, as listed under Item C. shall be as follows:

Any material, which cannot be removed by methods other than drilling, wedging and/or blasting, shall be termed rock excavation. All other excavations shall be termed earth excavation. Should boulders be encountered, those in size up to ½ cubic yard shall be termed earth excavation.

**F. BID/PROPOSAL AFFIDAVIT**

**INSTRUCTIONS:** The following Bid/Proposal Affidavit is a material and integral part of this Bid. Each Bidder shall read it carefully and enter all information required therein prior to executing it before a Notary Public. Failure to properly complete and execute this Bid/Proposal Affidavit MAY cause your bid to be found non-responsive and it may be rejected by the Board of Estimates.

**1. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

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

**2. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, 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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**3. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:



(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, false pretenses, 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 in connection with 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, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the City of Baltimore's Minority and Women's and Business Enterprises Law, Baltimore City Code, Article 5, Subtitle 28;

(6) 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 subsections (1)—(5) above;

(7) 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; or

(8) 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 in §§B and C(1)—(7) 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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**4. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including 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 proceedings, 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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**5. 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/or Article 5, Subtitle 40, of the Baltimore City Code; 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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**6. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(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 taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**7. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Disclosure By Persons Doing Public Business, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a municipal corporation or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

I am aware of, and the above business will comply with all applicable provisions of the Maryland Annotated Code, Election Law Article, §14-101 *et seq.*, “Disclosure By Persons Doing Public Business”, (“Election Law”). I hereby certify, in accordance with §14-107 of the Election Law, that the above business has filed the statement required under §14-104(b)(1) of the Election Law.

**8. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_ ) (foreign \_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation.

(If not applicable, so state). \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the City of Baltimore and the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, the Department of Labor, Licensing, and Regulation and the City of Baltimore, as applicable.

(3) If awarded the contract resulting from this Bid/Proposal, the business shall remain in full compliance with all requirements of this § 8 during the term, and any extensions thereof, of the said contract.

**9. 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**10. CERTIFICATION OF WORK CAPACITY AND PREQUALIFICATION CLASSIFICATIONS**

I FURTHER AFFIRM THAT:

We hold Certificate No. \_\_\_\_\_ which expires on \_\_\_\_\_.

We have the Work Capacity to perform this contract as provided in the Standard Specifications and in accordance with the rules, regulations and requirements of the Baltimore City Contractors' Qualification Committee.

Furthermore, our current Certificate of Prequalification includes work Classifications covering Contract Items to a total of at least Fifty Percent (50%) of the Aggregate Amount Bid.

**11. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit shall be included in my Bid/Proposal and that my failure to furnish it MAY be cause for my Bid/Proposal to be rejected. I further acknowledge that this Affidavit is subject to applicable laws of the United States, the State of Maryland and the City of Baltimore, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the City of Baltimore, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland and Baltimore City with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I FURTHER ACKNOWLEDGE THAT if the business is awarded the contract resulting from this Bid/Proposal, this Affidavit shall become a material part of the contract and the business agrees that it shall remain in full compliance with all Affirmations contained herein during the term of the contract an any and all extensions thereto.

**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.**

By: \_\_\_\_\_  
Name/Title

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

**G. MAYOR AND CITY COUNCIL OF BALTIMORE CITY  
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28  
MINORITY AND WOMEN’S BUSINESS PROGRAM**

**PART A: INSTRUCTIONS**

The requirements of Article 5, Subtitle 28 of the Baltimore City Code – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. The failure of any bidder, contractor or subcontractor to comply with Article 5, Subtitle 28 is subject to any or all of the following penalties: (1) suspension of contract; (2) withholding of funds; (3) rescission of contract based on material breach; (4) refusal to accept a bid; (5) disqualification of a bidder, contractor, or other business from eligibility for providing goods or services to the City for a period not to exceed 2 years; and (6) payment of liquidated damages. Art. 5, §28-122.

All bidders are advised to read all instructions and forms carefully. Please follow the instructions for each section of the forms. Failure to respond or properly execute the forms can result in disqualification and possible rejection of your bid.

A complete copy of Article 5, Subtitle 28 of the Baltimore City Code is available online at: <https://legislative.reference.baltimorecity.gov/city-codes>

**1. BID REQUIREMENTS**

Bids must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. **Bidder must submit the following completed documents WITH THE BID:**

- ✓ **Part B: Statement of Intent Form(s)** – to be signed by Bidder and MBE and/or WBE.
  - ✓ **Part D: MBE/WBE Participation Affidavit** – to be completed and signed by Bidder
- Any bid that does not include a signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected. MBE/WBE MUST be certified with the City of Baltimore.**

**ONLY SUBMIT IF APPLICABLE:**

- ✓ **Part C: Statement of Self-Performance** – to be signed by Bidder who is certified by the City as MBE and/or WBE. This is only filled out if the prime plans to self-perform to fulfill the MBE/WBE goals.
- ✓ **Part E: MBE/WBE Participation Waiver Request** – to be completed and submitted by Bidder if unable to meet the participation goals. (Please note: Substantial documentation must be provided to justify reasons for not being able to meet goals) Specifically, on Part E numbers one, two, and three must be addressed in detail.

**2. VERIFYING CERTIFICATION**

- Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified with Baltimore City by the Minority and Women’s Business Opportunity

Rev. July 26, 2022

- Office (MWBOO) at bid opening for the work and/or services to be performed on the contract. Art. 5, §28-48(d).
- The MBEs and WBEs named must be certified for the services they are listed to perform, and the services must be required as part of the Detailed Specifications of the contract.
- A directory of certified MBEs and WBEs is available online at <https://cityservices.baltimorecity.gov/mwboo/>
- County, State, or Federal certification is not acceptable, the MBE and WBE **must** be certified with the City of Baltimore.

### 3. COUNTING MBE AND WBE PARTICIPATION

#### a) Participation of M/WBE's

**A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project.** The bidder must select the goal to which the business enterprise is to be counted. Art. 5, §28-31(b) and §28-35.

#### b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE's or WBE's available work capacity as calculated with the Contractor Prequalification rules. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform.** Art. 5, §28-31(d).

#### c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. Art. 5, §28-32.

#### d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. Art. 5, §28-33.

#### e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's

or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. Art. 5, §28-34.

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. Art. 5, §28-36.

Non-Manufacturers – **Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.** Art. 5, §28-37. *Example:* If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent. Art. 5, §28-38.

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. Art. 5, §28-39.

i) Non-Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. Art. 5, §28-41.

4. **WAIVER REQUESTS**

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. Art. 5, §28-62.

5. **SUBSTITUTION OF MBE OR WBE**

The Minority and Women's Business Opportunity Office must approve the substitution, after award of a contract, of any MBE or WBE that is included on a bidder's Statement of Intent at the time of bid opening. Any unjustified failure to comply with this requirement after award of a contract is a material breach of contract. Art. 5, §28-63(a).

**6. CONTRACT REQUIREMENTS**

During the term of the contract, any unjustified failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. Art. 5, §28-48 (e).

Before final payment, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and gender.

**THIS PACKAGE OF MBE AND WBE PARTICIPATION  
COMMITMENT FORMS, AS DETAILED IN INSTRUCTION 1.  
BID REQUIREMENTS, ARE DUE WITH THE BID.**



**MBE AND WBE PARTICIPATION  
COMMITMENT FORMS**

Name of Bidder (Proposer): \_\_\_\_\_

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

Contracting Agency: \_\_\_\_\_

Contract (Project) Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_

**The MBE goal is   20  %      The WBE goal is   6  %**

If MBE Sub-Goals Apply: (the MBE sub-goals will be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American:   %    Asian American:   %    Hispanic American:   %    Native American:   %

**PART B:  
MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT**

**COMPLETE A SEPARATE FORM FOR EACH MBE and WBE NAMED IN THIS BID. (You are permitted to make additional copies of this form as needed). PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 3A and 3F.**

Contract Number: \_\_\_\_\_

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

Name of Baltimore City Certified Subcontractor:  
\_\_\_\_\_

**City Certification Number:** \_\_\_\_\_ **MBE** \_\_\_\_\_ **WBE**

List the City certified Work and/or Service to be performed by MBE or WBE:  
*(The selected MBE and/or WBE above must be City certified for the work/service being performed)*

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

Materials/Supplies to be furnished by MBE or WBE:  
\_\_\_\_\_

**Percentage of work to be performed by MBE or WBE:** \_\_\_\_\_%

**Dollar Amount to be paid to MBE or WBE for work performed: \$** \_\_\_\_\_  
**(If MBE sub-goals apply, please list the percentage for this Statement of Intent.)** (the MBE sub-goals would be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: \_\_\_% Asian American: \_\_\_% Hispanic American: \_\_\_ % Native American: \_\_\_%

The undersigned Prime Contractor and Subcontractor agree to enter into a contract for the work/service indicated above for the percentage and corresponding dollar amount listed to meet the MBE/WBE participation goals. This form is subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

\_\_\_\_\_  
Signature of Prime Contractor **(REQUIRED)** Date

\_\_\_\_\_  
Email Address Phone

\_\_\_\_\_  
Signature of MBE or WBE **(REQUIRED)** Date

\_\_\_\_\_  
Email Address Phone

**PLEASE NOTE: CHANGES TO INFORMATION ON PART B: MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT THAT ARE MATERIAL TO THE AGREEMENT BETWEEN THE PRIME CONTRACTOR AND MBE OR WBE MUST BE INITIALED BY BOTH PARTIES.**

**PART C:  
STATEMENT OF INTENT TO SELF-PERFORM**

**PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTION 2, 3a, 3b and 3f.**

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

**City Certification Number:** \_\_\_\_\_ **MBE** \_\_\_\_\_ **WBE**

List the City certified Work and/or Service to be self-performed:  
*(The Prime Contractor MBE or WBE above must be City certified for the work/service being performed)*

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

Materials/Supplies to be furnished:  
\_\_\_\_\_

**Total Percentage of Self-Performed Work toward the MBE or WBE Goal:** \_\_\_\_\_%

**Total Dollar Amount of Work/Services to be Self-Performed by the Prime Contractor on this Contract:**  
\$ \_\_\_\_\_

**(If MBE sub-goals apply, please list the percentage for this Statement of Intent.)** (the MBE sub-goals would be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: \_\_\_% Asian American: \_\_\_% Hispanic American: \_\_\_% Native American: \_\_\_%

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/or Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

\_\_\_\_\_  
Signature of Prime Contractor (**REQUIRED**) \_\_\_\_\_ Date

\_\_\_\_\_  
Email Address \_\_\_\_\_ Phone

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 20% and the WBE goal of 6% for this contract. Contractor has achieved the following participation:

MBE \_\_\_\_\_ % and \$ \_\_\_\_\_

WBE \_\_\_\_\_ % and \$ \_\_\_\_\_

of the total contract amount which is \$ \_\_\_\_\_.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women’s Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO the Subcontractor Utilization Form, canceled checks, and any other documentation and reports required by MWBOO verifying payments to the MBE and WBE firms utilized on the contract, including electronic verification.

I understand that, if awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address and Phone

\_\_\_\_\_  
Print Name and Title

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Contracting Agency: \_\_\_\_\_

Contract (Project) Number and Title: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_

Goals on this contract..... MBE: \_\_\_\_\_% and WBE: \_\_\_\_\_%

If MBE Sub-Goals Apply:

African American: \_\_\_% Asian American: \_\_\_% Hispanic American: \_\_\_ % Native American: \_\_\_%

I have achieved.....MBE: \_\_\_\_\_% and WBE: \_\_\_\_\_%

If MBE Sub-Goals Apply:

African American: \_\_\_% Asian American: \_\_\_% Hispanic American: \_\_\_ % Native American: \_\_\_%

I am requesting a waiver of.....MBE: \_\_\_\_\_% and WBE: \_\_\_\_\_%

If MBE Sub-Goals Apply:

African American: \_\_\_% Asian American: \_\_\_% Hispanic American: \_\_\_ % Native American: \_\_\_%

I have contacted MWBOO for assistance: \_\_\_\_\_Yes \_\_\_\_\_No (Check One)

Number of MBE firms contacted: \_\_\_\_\_ (Attach a list of names.)

Number of WBE firms contacted: \_\_\_\_\_ (Attach a list of names.)

**Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:**

- (1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion
- (4) **Please consult the Bidder Information Guide & MWBOO FAQ for additional waiver guidance.**

Signature of Authorized Company Representative

Date

### **BIDDER SUBMISSION CHECKLIST**

- You have reviewed the **Bidder Information Guide** following this checklist
- You retained the **Subcontractor Utilization Form** for submission after performing on the contract, if awarded. **This form is not to be submitted with your bid.**

— **Part B: Statement of Intent Form(s)**

- Name of Bidder and Name of MBE or WBE included at the top of the form
- Form is signed by both Bidder and MBE or WBE
- Form indicates whether the subcontractor is a MBE or WBE
- Checked MWBOO database to verify MBE and WBE certification
- Listed the MBE or WBE subcontractor's City certification number
- Checked SDAT database to verify good standing of MBE and WBE
- Detailed Brief description of work to be provided
- Detailed Materials/supplies to be provided (if applicable)
- Stated Percentage of Work to be performed
- Stated Dollar amount of work to be performed
- The percentages being performed by the MBE and WBE meet the goals set on the bid solicitation

— **Part D: MBE/WBE Participation Affidavit**

- The applicable MBE/WBE goal was entered in the first paragraph (this goal should match the goal stated in the bid solicitation)
- Stated MBE or WBE percentage (%) of work to be performed (this percentage should match the goals set on the bid solicitation)
- Stated dollar value corresponding to the percentage of work to be performed (if this is a requirements contract, this can be left blank)
- Completed Company name and address
- Signed your name
- Printed name and title of the person who signed the form

**OPTIONAL FORMS, these should only be submitted if applicable**

— **Part C: Statement of Self-Performance**

- You are certified MBE/WBE by Baltimore City MWBOO
- Included the percentage of work to be applied to the applicable MBE or WBE participation goal
- Self-performing percentage is not over 50%
- Detailed Brief description of work to be provided
- Detailed Materials/supplies to be provided (if applicable)
- Stated Percentage of Work to be self-performed
- Stated Dollar amount of work to be self-performed
- Form is signed by the Bidder

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— **Part E: MBE/WBE Participation Waiver Request**

- You submitted an additional document addressing questions one, two and three on Part E.**
- You exercised good faith efforts to achieve the applicable contract participation goals
- You reviewed the Bidder Information Guide for guidance regarding waivers and good faith efforts
- You detailed all efforts that were undertaken to secure MBE and/or WBE participation on this contract in the Waiver Request Form and submitted additional documentation of these efforts.
- You have double-checked that all bid forms that will be submitted are complete, contain the required information, and are signed and dated.**



### Bidder Information Guide

#### **What are some common mistakes or omissions that I should try to avoid and things to keep in mind?**

- Any bid that does not include a signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.
- Any Statement of Intent Form(s) and/or MBE/WBE Participation Affidavit that are not properly executed or do not contain all required information will result in a finding of non-compliance and will be rejected.
- **Utilizing a business that is not certified with the City of Baltimore or that has an expired certification, without an extension due to a pending application for renewal, will not count towards meeting a MBE/WBE participation goal.** City Code Article 5, §28-41(d) states that each bidder is responsible for verifying that all MBEs and WBEs to be used have been certified by the Office before bid opening.
- The failure to exercise good faith efforts when requesting a waiver and not meeting the applicable MBE/WBE goals for the contract will result in a finding of non-compliance
- A business enterprise that is Baltimore City certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. Art. 5, §28-31(b) and §28-35.
- A bidder that is a City certified MBE/WBE may only count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE/WBE's available work capacity as calculated with the Contractor Prequalification rules. Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform. A bidder's statement that they will self-perform, but the business is not City certified as a MBE/WBE, may result in the bid being found non-compliant.
- A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. Art. 5, §28-33.

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- A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE/WBE that contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. Art. 5, §28-34.
- A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. Art. 5, §28-36.
- Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers. Art. 5, §28-37.
- A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent. Art. 5, §28-38.
- A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. Art. 5, §28-39.
- A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. Art. 5§28-41.

**Is there any limitation of what services a MBE/WBE can perform that count towards the contract participation goals?**

MBE/WBEs subcontractors must perform a commercially useful function. Commercially useful function is defined in the City Code as the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. Art. 5, §28-32. As a result, the bidder should think broadly and consider all functions and services necessary to fully perform the contract.

**Can I get a waiver of the contract participation goals?**

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. Art. 5, §28-62. The bidder should have previously consulted the MWBOO certification directory, <https://cityservices.baltimorecity.gov/mwboo/>, and made attempts to secure MBE/WBE subcontractor participation.

Each waiver request **must include documentation** of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

(1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals;

(2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs; &

(3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

Each waiver is reviewed individually, highly scrutinized, and will not be granted if the bidder's submission does not evidence that they undertook several steps to secure participation in good faith.

**What are "good faith efforts"?**

MWBOO uses the term good faith efforts in several contexts including bid participation forms, waivers, and in evaluating efforts to meet contract participation goals by bidders. All efforts must begin with an evaluation of the availability of certified MBE/WBEs to perform the contract services by consulting the MWBOO certification directory:

<https://cityservices.baltimorecity.gov/mwboo/>

If there are certified MBE/WBEs that can provide the goods or services under the contract the contractor/vendor must undertake efforts to contact those businesses, secure price quotes, and exercise diligence in determining if they have the capabilities and expertise to perform. The availability of MBE/WBEs strongly undercuts any request for participation goals to be waived.

**The following are additional examples of actions that can show that efforts were undertaken in good faith to meet the applicable contract goals, including but not limited to:**

- The bidder should solicit interest as early in the acquisition process as practicable to allow the MBE/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the MBE/WBEs are interested by taking appropriate steps to follow-up on initial solicitations.
- The bidder should identify portions of the work to be performed by MBE/WBEs in order to increase the likelihood that the MBE/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates MBE/WBE participation.
- The bidder should provide interested MBE/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBEs subcontractors, and would take a

firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBE/WBEs is not sufficient reason for a bidder's failure to meet the contract MBE/WBEs goal, as long as such costs are reasonable and not excessive.

- The bidder should engage in negotiations in good faith with interested MBE/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBEs subcontractors and suppliers and to select those portions of the work or material needed that is consistent with the available MBE/WBEs subcontractors and suppliers, so as to facilitate MBE/WBEs participation.
- Evidence of such negotiation includes: the names, addresses, and telephone numbers of MBE/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBE/WBEs to perform the work.
- Bidders should include detailed information regarding their attempts to secure participation. MWBOO cannot accept unsupported statements about efforts to secure MBE/WBE participation. **All waivers must include documentation of those efforts.** For example: you should include email correspondence with subcontractors to show their response or lack of response.
- It is insufficient to simply state that you contacted a business and provide their directory entry or contact information. It is insufficient to make arguments why you believe the goals should be waived and you should be permitted to perform the entire contract with no participation goals. It is insufficient to detail that the contract was previously granted a waiver or that you were previously awarded this contract. A promise to use MBE/WBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts or to meet the contract MBE/WBE participation goals.
- It is the bidder's responsibility to establish and document the efforts that were undertaken to secure MBE/WBE participation. **Waivers are judged solely based upon the information provided and detailed to MWBOO in the bid submission.**
- There are numerous ways to identify subcontractors to participate on the contract such as: the MWBOO certification directory, <https://cityservices.baltimorecity.gov/mwboo/>, attending pre-bid information sessions, business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, and/or written notices or emails to all MBE/WBEs listed in MWBOO's directory that specialize in the services or goods required to perform the contract.

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- MBE/WBEs should not be rejected as unqualified without sound reasons based on a thorough investigation of their capabilities. Factors such as the contractor's standing within their industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- Bidders should make reasonable efforts, if needed, to assist interested MBE/WBEs in obtaining bonding, lines of credit, insurance, or related assistance or services as required by the subcontractor.
- Contacting and utilizing the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices (including MWBOO); and other organizations as allowed on a case-by-case basis to assist in the recruitment and placement of MBE/WBEs. When considering a waiver, you should contact MWBOO if you feel as though you have exhausted the ability to identify additional MBE/WBEs who could perform on the contract.

**MWBOO will evaluate all of the detailed efforts in determining if the bidder has exercised good faith efforts.**

SUBCONTRACTOR UTILIZATION FORM

**THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT**

Prime Contractor's Name: \_\_\_\_\_

Contract Number and Title: \_\_\_\_\_

Total Contract Dollar Amount: \_\_\_\_\_

**Provide the following information for EACH and EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Make additional copies of this form as needed).**

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

\_\_\_\_\_  
Prime Contractor's Signature

\_\_\_\_\_  
Date

H. **MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND**

**THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)**

**BID FORM**

Contracting Agency **DEPARTMENT OF GENERAL SERVICES**

Contract (Project Title) **GS19825R - MARKET CENTER GARAGE RENOVATION**

Scheduled Bid Due Date: **Wednesday, November 02, 2022**

THIS APPRENTICE TRAINEE FORM IS DUE WITH THE BID.

FOR MORE INFORMATION ABOUT THIS FORM OR ASSISTANCE, CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)  
100 N. Holliday Street, Rm. 101  
Baltimore, MD 21202  
(410) 396-4355

MWBOO (12/00)

**MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND**  
**THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)**

**PART I.**

The City of Baltimore has established an Apprenticeship Trainee Program which requires all bidders on City Construction Projects costing \$1,000,000.00 dollars or more to participate in an Apprenticeship/OJT Training Program certified by the State of Maryland.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Provision. The purpose for this objective is to insure a pool of qualified minorities and women to replace those journeymen who, in the natural course of events will leave the workforce.

The bidder, shall commit to use its best efforts to meet the BATP requirements set forth in these contract documents. If awarded this contract, the bidder shall notify each firm with which the bidder proposes to contract, of the BATP requirements and make these requirements a material part of the subcontract where appropriate.

The bidder hereby designates:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE # \_\_\_\_\_

as the person who has been charged by the bidder with the responsibility for carrying out and reporting the bidders compliance with this program.



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1. The Bidder shall use its best efforts to comply with the BAT Program requirements set forth in these contract documents. Failure to implement and carry out the BAT Program requirements set forth in these contract documents shall be a material breach of this contract and grounds for termination of the contract.

2. The contractor shall prepare and submit to the contracting agency a plan for apprentice participation together with the construction schedule. The agency engineer shall designate the number of trainees and hours to be utilized and the area in which the trainees are to be required.

A. The draft construction schedule submitted to the contracting agency shall include a copy of the state certified apprentice/ojt program in which the bidder is participating, required labor resources by trade in order to determine the availability of apprentice opportunities, and a trade breakdown of anticipated participation by apprentices. The construction schedule and any updates shall include the apprentice participation by trade.

B. Apprentice participation shall be distributed throughout each technical discipline or trade designated by the engineer.

C. The contracting agency will review and approve the apprenticeship participation plan and forward a copy of the approved plan to MWBOO.

D. Goals for trainees will be based on the contractor's current utilization (Exhibit I in the contract document) and the availability of minorities and females in specified trade areas as indicated in the publication of the Maryland Department of Labor, Licensing and Regulation, Office of Labor Market Analysis and Information.

E. The specific efforts proposed to be undertaken by the contractor or its subcontractors if additional efforts are required to implement the BAT Program.

F. With each progress payment request, the contractor shall submit a BAT Program Report (AA2A) and a written projection for the following month of Apprentice hourly participation by trade.

G. The BAT Program participation plans shall apply to all change orders and extra work orders.

H. Requests for modifications or amendments of the contractors must be submitted to the contracting agency with copies to MWBOO.

The contractor will receive a written response to the request.

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**PART II. AFFIDAVIT**

The undersigned, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder as follows:

1. The bidder gives assurance that it will provide opportunity for training and employment for minorities and women in apprenticeship positions, and other positions whether with the bidder or subcontractors, employed on the project.
2. The bidder gives assurance that it will use its best efforts to comply with the BAT Program.
3. The bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for apprentice/trainee and, where appropriate, will make these requirements a part of all subcontract agreements on this project.
4. Bidder acknowledges that any and all bids which fail to include this form duly executed and notarized with the M/WBE portion of the bid documents may be declared as non-responsive by the Baltimore City Board of Estimates.
5. The bidder agrees to submit all forms as required in Part I & III of this document.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name of Project Contract

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Page 4

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the subscriber, a Notary Public of the State of \_\_\_\_\_, in and for \_\_\_\_\_  
 \_\_\_\_\_ City or County, personally appeared \_\_\_\_\_ who  
 acknowledged himself-herself to be the (title) \_\_\_\_\_ of  
 (company) \_\_\_\_\_ and being  
 duly authorized, executed the foregoing affidavit for the purposes and uses therein contained.

\_\_\_\_\_  
 Signature of Notary Public

\_\_\_\_\_ (SEAL)  
 My Appointment Expires

## THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

### INSTRUCTIONS

#### Part III

##### I. Advertisement for Construction Bids (Contracting Agency)

All bid advertisements for construction projects where the cost is estimated to be \$ 1,000,000.00 or more shall include the following language:

"The City of Baltimore has established an apprentice participation program requirement for this contract."

##### II. Bid Documents

All bid documents where the cost of the bid is estimated to be \$1,000,000.00 or more shall include the BATP BID FORM unless otherwise determined by the agency engineer.  
The BATP Bid Form Must Be Submitted With the Bid.

##### III. Pre-Bid Conference

If there is a pre-bid conference, an MWBOO Compliance Representative shall be present to discuss the BAT Program.

##### IV. The following forms must be submitted as indicated.

A. The Plan for the Apprenticeship Participation must be completed and submitted for each area of training as designated by the agency engineer before the notice to proceed is issued.

B. The Maryland Apprenticeship Agreement forms must be submitted with each Progress Payment request to the contracting agency or as new trainees are hired.

C. With each progress payment request, the prime contractor must submit the MWBOO AA2 and AA2A to the contracting agency.

D. If an apprentice is terminated, the contracting agency shall be informed within 10 working days. A new Apprentice Agreement form on the replacement trainee should be attached.

E. MWBOO forms AA1 and 1A shall be submitted semi-annually on June 30<sup>th</sup> and December 31<sup>st</sup> of each year to the contracting agency.

**ATTACHMENT**

V. Penalties and Sanctions

A. A determination by the Board of Estimates after recommendation by the Minority and Women's Business Opportunity Office (MWBOO) that the contractor has failed to comply with any portion of the BATP rules as herein provided and described, or its approved apprenticeship plan, shall subject the offending party to any or all of the following:

1. suspension of contract;
2. withholding of funds;
3. rescission of contract based upon a material breach of contract;
4. disqualification of a bidder, contractor for a period of not to exceed two years;
5. payment of liquidated damages.

B. Violation; disqualification. It is a violation of this program to:

1. Willfully falsify, conceal or cover up by a trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations or make use of any false, fictitious or fraudulent statement or entry.
2. Willfully obstruct, impede, or attempt to obstruct or impede any authorized official or employee who is investigating the validity of any activity under the BATP

**BALTIMORE APPRENTICE TRAINEE PROGRAM  
TRAINEE REVIEW**

PROJECT NUMBER: GS19825R  
PROJECT NAME: MARKET CENTER GARAGE RENOVATION  
CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

TRAINEE'S SUPERVISOR: \_\_\_\_\_  
CONTRACTOR'S EEO OFFICER: \_\_\_\_\_

Name	Race	Classification	Rqd. Prog. Hrs.	Actual Training for the Month	Actual Training Hours to Date	Min. Rate	Pres. Rate	Jrnymn. Rate
1. _____	_____	_____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____	_____	_____	_____

MWBOO (AA2)  
12/00

To Be Submitted With Each  
Payout Request by the Subcontractor  
to the Prime Contractor

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

CITY OF BALTIMORE																					
SEMI ANNUAL TRAINEE REPORT																					
ADMINISTRATION CENTER		PERIOD ENDING						LEGEND BA – BLACK AMERICAN AMERICAN						AI – AMERICAN INDIAN HA – HISPANIC AMERICAN			AA – ASIAN				
LINE NO	TRAINING CLASSIFICATION A	NUMBER RECEIVING TRAINING DURING REPORT PERIOD B						NUMBER STARTING TRAINING DURING REPORT PERIOD C						NUMBER COMPLETING TRAINING DURING REPORT PERIOD D						TOTAL HRS OF TRAINING DURING PERIOD	
		TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL	
03	EQUIPMENT OPERATOR																				
04	MECHANICS																				
05	TRUCK DRIVERS																				
06	IRON WORKERS																				
07	CARPENTERS																				
08	CEMENT MASONS																				
09	ELECTRICIANS																				
10	PIPEFITTERS																				
11	PAINTERS																				
12	OTHER SKILLS																				
13	<b>TOTAL</b>																				
14	NUMBER OF FEMALES RECEIVING TRAINING		NUMBER OF FEMALES STARTING TRAINING						NUMBER OF FEMALES COMPLETING TRAINING												
	NUMBER OF NEW HIRES RECEIVING TRAINING		NUMBER IN APPRENTICESHIP TRAINING						NUMBER OF TERMINATIONS PRIOR TO COMPLETION OF TRAINING												
	NUMBER OF UPGRADES RECEIVING TRAINING		NUMBER IN OTHER JOB TRAINING						NUMBER OF PROJECTS UNDER WAY DURING REPORTING PERIOD AND CONTAINING TRAINING SPECIAL PROVISIONS												
COMMENTS:																					
REPORT PREPARED BY (SIGNATURE) AND TITLE OF CITY OFFICIAL															DATE			AA1			

**CONTRACT NO:** GS19825R      **TRAINEE'S NAME:** \_\_\_\_\_  
**PROJECT NAME:** MARKET CENTER GARAGE RENOVATION  
**START DATE:** \_\_\_\_\_  
**SUBCONTRACTOR:** \_\_\_\_\_ **WAGE RATE:** \_\_\_\_\_

MONTH	YEAR	PHASES											
DATE	DAILY TOTAL												
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
MONTHLY TOTAL													
PREV. TOTAL													
GRAND TOTAL													
REQ'D HOURS													

CERTIFIED CORRECT BY \_\_\_\_\_ DATE: \_\_\_\_\_

INSTRUCTOR'S COMMENTS:

\_\_\_\_\_.

\_\_\_\_\_.

\_\_\_\_\_.

DISTRIBUTION: Original Project Engineer:  
 MWBOO (AA2A)

REVIEWED BY:  
 CITY OF BALTIMORE

\_\_\_\_\_.

SIGNATURE

\_\_\_\_\_.

DATE



BALTIMORE APPRENTICE TRAINEE PROGRAM CONTRACTOR'S SEMIANNUAL TRAINEE REPORT	PROJECT NO <b>GS19825R</b>
	PROJECT NAME <b>MARKET CENTER GARAGE RENOVATION</b>

INSTRUCTIONS - This report is to be completed by the contractor semiannually for each individual employed on this contract (including any subcontractor under it) who has received training during the reporting period under the training special provisions (a part of the contract proposal). The report is to be submitted by the 10th of the month following the reporting period (July 10, and January 10). The original of this report is to be furnished to the trainer and two copies submitted to the City of Baltimore

1. NAME OF CONTRACTOR NAME OF SUBCONTRACTOR (IF APPLICABLE)		1.A. ADDRESS
2. NAME OF TRAINEE	2A. SEX (check one) <input type="checkbox"/> M <input type="checkbox"/> F	2.B. ADDRESS
3. AGE OF TRAINEE	4. SOCIAL SECURITY NO.	5. EMPLOYEE STATUS (check one) <input type="checkbox"/> NEW HIRE <input type="checkbox"/> UP-GRADE
6. ETHNIC GROUP DESIGNATION (check one) <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> American <input type="checkbox"/> Asian <input type="checkbox"/> American <input type="checkbox"/> American <input type="checkbox"/> Indian <input type="checkbox"/> American <input type="checkbox"/> White		

7. SUMMARY OF PREVIOUS TRAINING (ENTER AMOUNT AND TYPE OF TRAINING RECEIVED BY TRAINEE ON OTHER CONTRACTS UNDER APPROVED TRAINING PROGRAMS)

8. JOB CLASSIFICATION OF TRAINEE	9. DATE TRAINING STARTED ON THIS CONTRACT	10. TYPE OF ON THE JOB TRAINING (Check one) <input type="checkbox"/> Apprenticeship <input type="checkbox"/> Other
----------------------------------	---	---

**REPORTING PERIODS**

INSTRUCTIONS: One vertical column is to be completed for each succeeding reporting period and the form submitted. Enter June 30, Dec. 30, as applicable in

HOURS OF TRAINING DATA								
11. PROVIDED DURING REPORT PERIOD								
12. PROVIDED TO DATE								
13. REMAINING TO COMPLETE THE APPROVED PROGRAM								
14. TERMINATION (IF TRAINING WAS TERMINATED PRIOR TO COMPLETION OF APPROVED PROGRAM EXPLAIN REASON FOR TERMINATION)								
15. REPORT PREPARED BY (SIGNATURE AND TITLE OF CONTRACTOR'S REPRESENTATIVE)							16. DATE	
17. REPORT REVIEWED BY (SIGNATURE AND TITLE OF CITY OF BALTIMORE OFFICIAL)							18. DATE	

MWBOO (1A)

I. **BALTIMORE CITY'S YOUTHWORKS PROGRAM**

TO: Mayor's Office of Employment Development ("MOED")

FROM: \_\_\_\_\_

(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid Bidder hereby presents MOED with the following information to assist its outreach efforts for the Baltimore City YouthWorks Program:

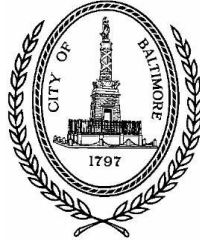
Contact Person: \_\_\_\_\_

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

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

Facsimile Number: \_\_\_\_\_

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



## J. EMPLOY BALTIMORE

***Employ Baltimore*** is designed to create opportunities for businesses that receive municipal contracts to access qualified City residents to meet their workforce needs. The initiative will also ensure that City dollars contribute to the local economy and improve the lives of employable Baltimoreans.

***Employ Baltimore*** meets the business development need by helping employers save time and money in the recruitment process. This service also offers businesses customized training resources that build worker pipelines for hard-to-fill job vacancies, and provides easy access to tax credit programs that support investments in the City's growth. Every year, hundreds of area employers utilize the Mayor's Office of Employment Development's resources to assist their expansion efforts. We look forward to serving you also.

**Employ Baltimore**

**Requirements**

1. Complete the *Employ Baltimore* "Certification Statement" contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.
3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.
4. Complete the "Employment Reports" as required on June 30<sup>th</sup> and December 31<sup>st</sup> during each year of the contract and at contract completion. Submit "Employment Reports" to:

**Employ Baltimore  
Mayor's Office of Employment  
Development  
3001 East Madison Street  
Baltimore, Maryland 21205**

- or -

[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts that fully participate in the Employ Baltimore program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

To Schedule Your Meeting with MOED Please Contact:

**Rosalind Howard  
Employ Baltimore  
Mayor's Office of Employment Development  
3001 East Madison Street  
Baltimore, Maryland 21205  
Phone 443-984-3014 • Fax 410-361-9648  
[rhoward@oedworks.com](mailto:rhoward@oedworks.com)**

- or -

[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

**Employ Baltimore**

**CERTIFICATION STATEMENT**

<b>Contracting City Agency</b>	<b>Bid Number</b>	<b>Bid Due Date</b>
<b>Dept. Of General Services</b>		

To promote the commitment to utilize **Employ Baltimore** to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit the certification statement with the bid package.

This Executive Order shall apply to contracts awarded by the City that are in the amounts of \$50,000.01 to \$300,000.00, except for professional service contracts and emergency contracts.

Additionally, companies awarded construction contracts that fully participate in the **Employ Baltimore** program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

**CERTIFICATION STATEMENT**

As a representative of \_\_\_\_\_, I \_\_\_\_\_  
 (NAME OF COMPANY) (PRINT NAME AND TITLE)

Certify that a company representative will schedule a meeting with the Mayor’s Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED’s One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30<sup>th</sup> and December 31<sup>st</sup> identifying the total number of workers on this project and the total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment of any retainage due.

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

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

**Send to: Rosalind Howard**  
**Employ Baltimore/ Mayor’s Office of Employment Development**  
**3001 East Madison Street**  
**Baltimore, Maryland 21205**  
**Phone 443-984-3024 . Fax 410-361-9648**  
[employbaltiore@oedworks.com](mailto:employbaltiore@oedworks.com)

***Employ Baltimore***

**EMPLOYMENT REPORT**

<b>Contracting City Agency</b>	<b>Bid/Contract Number &amp; Name</b>
<b>Dept. of General Services</b>	Contract No. GS19825R - MARKET CENTER GARAGE RENOVATION
<b>Contract Start Date</b>	<b>Contract End Date</b>

To promote the commitment to utilize the *Employ Baltimore Executive Order* and to meet workforce needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid package. Under this Executive Order, contract awardees will complete and submit this Employment Report on June 30<sup>th</sup> and December 31<sup>st</sup> during each year of the contract and at contract completion. You must identify the number of total workers and the number of Baltimore City residents on payroll for this contract. Also, please indicate any new positions created as a result of the award and filled by Baltimore City residents. Employment Reports should be sent to:

**Employ Baltimore  
 Mayor's Office of Employment Development  
 3001 East Madison Street  
 Baltimore, Maryland 21205**

- Or email -

[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

The Employment Report below is hereby submitted by the undersigned for this period:

\_\_\_December 31, 20\_\_\_      \_\_\_June 30, 20\_\_\_      \_\_\_End of Contract Date\_\_\_\_\_

No. of total workers on payroll for this contract	
No. of Baltimore City residents on payroll for this contract	
No. of new positions filled by Baltimore City residents	

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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



**The Mayor's Office of Employment Development** provides businesses with a pipeline of qualified, skilled job candidates and supports businesses in retaining and developing their employees. We offer customized workforce solutions including outreach and recruitment, applicant prescreening, assessment and testing services, tax credit information, human resources support and training funds for new or existing employees. Training funds are available through several strategies.

### **Hiring new employees?**

**Customized Training** is a business-driven strategy that helps companies train and hire people to fit their job-specific needs. MOED Business Services staff recruit and pre-screen applicants based on the company requirements. Your business saves on recruitment costs and could receive up to 50% reimbursement on costs associated with the required training. The positions must be full-time and meet minimum salary requirements. The training can be employer-based, on-the-job, or offered by qualified vendors. Companies awarded Customized Training grants must agree to hire successful trainees. Many companies have used this strategy to increase their workforce and reduce their hiring budget.

### **Want to improve and increase the skills of your current staff?**

#### **Incumbent Worker training**

**MOED** works closely with other local, state and federal agencies to promote the link between the city's workforce and economic development initiatives.

#### **For Further Information Contact:**

Rosalind Howard or Susan Tagliaferro  
 Employ Baltimore  
 Mayor's Office of Employment Development  
 3001 East Madison Street  
 Baltimore, Maryland 21205  
 Phone 443-984-3014 • Fax 410-361-9648  
[rhoward@oedworks.com](mailto:rhoward@oedworks.com) [stagliaferro@oedworks.com](mailto:stagliaferro@oedworks.com)  
[employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

**K. LOCAL HIRING LAW****Rules and Regulations**

1. The Local Hiring Law (Council Bill 12-0159) (the "Law") is applicable to all City contracts that are greater than \$ 300,000.00, or agreements authorizing assistance that are within the terms of §27-2 of the Law executed by the City on or after the Law's effective date, December 23, 2013. The Law requires compliance by vendors/contractors and their subcontractors regardless of the subcontractor award amount and by all persons benefitting from an agreement involving more than \$ 5,000,000.00 in assistance for a City subsidized project.
2. The Law only applies to the original term of contract awards greater than \$ 300,000.00. Extra Work Orders and contract modifications do not affect the applicability of the Law. Whether a City subsidized project is subject to the Law shall be finally determined when an agreement authorizing assistance valued at more than \$5,000,000.00 is executed by the City.
3. Any contract that was originally subject to the Employ Baltimore Executive Order and the dollar amount of the contract increases to over 300K, will become subject to the Local Hiring Law.
4. All City bids, RFP's and requests for bid packages and final contracts must include reference to the requirements of the Law. All bid documents and contracts subject to the Law will include a section referencing the requirements of the Law. The bidder's signature will verify a commitment to abide by the Law.
5. Upon contract award or approval of an agreement for subsidy covered by the Law, the contracting city agencies or agencies entering into an agreement for the City subsidized project must immediately complete the Mayor's Office of Employment Development (MOED) Vendor Contact form, providing contact information for each vendor/contract awarded and each beneficiary of a qualifying City subsidized project. MOED will contact the vendor or beneficiary upon receipt of the completed form from the city agency.
6. Within two weeks of the contract award or agreement for a City subsidized project covered by the Law, the awardee must work with a representative of the Mayor's Office of Employment Development (MOED) to complete an Employment Analysis that will project the total workforce and the "new hires" in the Baltimore area needed to fulfill the contract/agreement. That Analysis shall include all information reasonably required by MOED showing at a minimum general locations (Baltimore area or not) of all workforce positions required to complete the contract/agreement.
7. Vendors who report that they do not have any "employees" needed for the contract" at the initial workforce meeting or on the required monthly Employment Report form must meet with the City Agency to discuss how the work is getting done and how the funding is being utilized.



8. A Local Hiring Review Committee (“LHRC”) will be established. The LHRC will be comprised of representatives/designees from the following:

- Office of the City Council President
- Office of the Deputy Chief of Economic Development and Neighborhoods
- Mayor’s Office of Employment Development
- Office of the Director of Finance
- Baltimore City’s Procurement Office – Bureau of purchases
- Baltimore City Department of Transportation
- Baltimore City Department of Public Works
- Baltimore City Department of General Services
- Baltimore Development Corporation
- Baltimore City Law Department
- Community Resident to be appointed by the President of the City Council

The LHRC will appoint a chair and meet no less than quarterly and as frequently as needed. Its primary role will be to review the monthly Employment Reports and to make recommendations to MOED regarding the approval or denial of any waiver requests made. The LHRC will also recommend to the Board of Estimates potential penalties and debarment for persons and others subject to the Law that has not complied with the Law. MOED will coordinate the materials to be presented to the LHRC and provide it with administrative staff support.

9. Vendors and others subject to the Law must submit Monthly Employment Reports by the fifth business day of the month for the preceding month beginning no later than 90 days after the Board of Estimates has awarded the contract or approved the agreement. City agency directors will be notified of persons or others subject to the Law that do not submit reports by the due date; continued delinquent persons or others subject to the Law will be reported to the LHRC.

10. Vendors and others subject to the Law that have binding collective bargaining agreements with unions will be granted a waiver from only utilizing MOED recruitment services, since they are bound by union regulations to utilize union halls. However, the persons or others subject to the Law must still meet the 51% residency requirement on new hires and must submit the monthly Employment Reports as required by the Law.

11. If MOED cannot fill a job posting provided by a vendor or others subject to the Law within the seven day period, the person or others subject to the Law must still meet the 51% residency requirement on new hires. This requirement will only be waived if : 1) the person or others subject to the Law requests a waiver in writing and can provide documentation that they made good faith efforts in the form of job posting and other recruitment methods and that there were insufficient qualified applicants to fill the available new positions or ; 2) the bidder is able to confirm in the bid process that the contract will be only for services that will be performed or for

products that will be manufactured outside the Baltimore Metropolitan Area and as such, no new positions will be called for in Baltimore area.

12. The Law is not applicable to a contract or an agreement that is made by the City, or on its behalf with any person in the event of an emergency pursuant to Article VI, § 11 (e)(ii) of the Baltimore City Charter.

13. Definitions:

a. *Good Faith Effort* is defined as a set of activities conducted by the contractor/vendor or other person which demonstrate multiple types of outreach efforts have been made to City residents including, but not limited to: ads in local papers, paid local job boards, information to local educational and workforce organizations, as well as an objective review and rating of resumes of city residents. (§ 27-6 (B) (1))

b. *Substantially below appraised value* is the sale or transfer of land applicable to property that has been approved and sold for an amount below 30% of the appraised value. (§ 27-1 (C) (1))

c. *“Satisfactory Special Workforce Development Training or Placement Arrangement”* is defined as a written agreement with MOED or a recognized workforce partner for a customized training or On-The-Job-Training opportunity leading to unsubsidized employment. (§27-6(B) (3))

## LOCAL HIRING

Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below:

A. The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor's Office of Employment Development ("MOED") grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.

B. Within two (2) weeks of the Board of Estimate's award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: [www.oedworks.com](http://www.oedworks.com).

C. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.

D. For all contracts subject to the Local Hiring Law, the contractor shall submit an Employment Report to MOED by the fifth (5<sup>th</sup>) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.



**City of Baltimore  
Local Hiring Certification and Compliance Statement**

**CERTIFICATION STATEMENT (Complete and submit this certification statement with your bid package. Your bid may be considered non-responsive if you fail to include this signed document)**

For the purpose of requiring employers (contractors and their subcontractors) benefitted by City contracts and subsidies to take measures to hire Baltimore City residents, all businesses awarded a contract with the City for more than \$300,000 or will benefit from more than \$5,000,000 in assistance for a subsidized project, shall agree to comply with the terms of the Local Hiring Law 12-0159 as described in the bid specification.

By signing below as a representative of \_\_\_\_\_(Company Name), I certify that if awarded this contract, a company representative will meet with the Mayor's Office of Employment Development (MOED) within two weeks of the contract award to complete an employment analysis review the workforce plan required for this contract. If there is a need for new hires, I agree to post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED and to fill at least 51% of the new jobs required with Baltimore City residents. I also agree to submit an Employment Report by the 5<sup>th</sup> day of each month throughout the duration of contract.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**CONTRACT AWARD INFORMATION (To be completed by the responsible Baltimore City agency representative and submitted to MOED within two (2) business days of the contract award.)**

Baltimore City Agency: \_\_\_\_\_

Contract No./Description: \_\_\_\_\_

Award Amount: \_\_\_\_\_ Award Date: \_\_\_\_\_

Contractor's Rep for Local Hiring compliance: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

City Agency Staff Name/Title	Date

**COMPLIANCE VERIFICATION (To be completed by MOED and returned to the City agency.)**

As required by the Law, "before the disbursement of any funds", the beneficiary must meet with and complete an employment analysis with MOED. This is to certify that the information below is accurate as verified by MOED:

- Complied with the requirements of the Local Hiring Law 12-0159 and met with MOED on \_\_\_\_\_ to assess their employment needs, complete the workforce plan and identify new jobs. We have been informed that an estimate of \_\_\_\_\_ jobs will be created as a result of the contract award.
  
- NOT** complied with the Local Hiring Law. In accordance with the Law, the City Agency is required to withhold payments associated with this award until the meeting has occurred.

MOED Staff Name/Title	Date

If there are any questions, please call Rosalind Howard at 410-396-9045

**L. BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto the Mayor and City Council of Baltimore as Owner, in the amount of at least Two Percent (2%) of the Total Bid submitted for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns. Signed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that WHEREAS the Principal has submitted to the Board of Estimates of the Mayor and City Council of Baltimore a certain Bid, attached hereto, and hereby made a part hereof to enter into a Contract, in writing, for **CONTRACT NO. GS19825R – MARKET CENTER GARAGE RENOVATION**

NOW, THEREFORE,

- (a) If said Bid shall be rejected or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached here to (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their Hand and Seals, and such of them as are Corporation have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper Officers, the day and year first set forth above.

ATTEST:

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

SURETY

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

END OF SECTION

**SECTION 00500**  
**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ Day of \_\_\_\_\_  
in the year 20\_\_\_\_, by and between \_\_\_\_\_

hereinafter called the "Contractor", and the Mayor and City Council of Baltimore, a Municipal Corporation, hereinafter called the "City", for Contract No. **GS19825R - MARKET CENTER GARAGE RENOVATION**

WHEREAS, the Contract designated as to be performed in strict accordance with the Contract Documents, which Standard Specifications, Plans and other Contract Documents are in all respects made a part hereof, has recently been awarded to the Contractor by the City, through the Agency of its Board of Estimates, at and for a sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished at the prices and rates respectively named therefore in the Proposal attached hereto; and

WHEREAS, it was one of the conditions of said award that a formal Contract should be executed by and between the Contractor and the City evidencing the terms of said award.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the Contractor doth hereby covenant and agree with the City that it will well and faithfully construct, and complete the said Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Contract Documents, at and for a sum equal to the aggregate cost of the work, labor, materials and supplies done or furnished at the prices and rates respectively named therefore in the Proposal attached hereto, and will well and faithfully comply with and conform to each and every obligation imposed upon it by the Contract Documents, or by the terms of said award. Time is of the essence of this Agreement.

And the City doth hereby covenant and agree with the Contractor that it will pay the Contractor, when due and payable under the terms of the Contract Documents and of said award, the above mentioned sum; and that it will well and faithfully comply with and perform each and every obligation imposed upon it by the Contract Documents or by the terms of said award.

In WITNESS WHEREOF, Said \_\_\_\_\_  
has caused this Agreement to be signed in its name by its President/Vice President and its  
Corporate Seal to be hereunto and duly attached and the City has caused these presents to be  
signed by the Mayor of Baltimore City and the Corporate Seal of the City to be hereunto affixed,  
duly attested by the Custodian of the City Seal.

ATTEST:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE (SEAL)

ATTEST:

Mayor and City Council of Baltimore

\_\_\_\_\_  
Custodian of the City Seal

By: \_\_\_\_\_  
BRANDON M. SCOTT, MAYOR

APPROVAL OF AGREEMENT  
FOR  
DEPARTMENT OF GENERAL SERVICES  
CONTRACT NO. **GS19825R**

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Chief Solicitor

APPROVED:

APPROVED:

\_\_\_\_\_  
Chief, Capital Projects & Energy Division

\_\_\_\_\_  
Director of General Services



**SECTION 00610**

**PERFORMANCE BOND**

Principal	Business Address of Principal
Surety a Corporation of the State of  and authorized to do business in the State of Maryland	Obligee Mayor and City Council of Baltimore

Sum of Bond (Equal to Contract Price)  
SUM OF \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_ )

Contract Number and Identification City of Baltimore Department of General Services  Contract No. <b>GS19825R - MARKET CENTER GARAGE RENOVATION</b>	Date of Contract _____, <u>20</u>  Date Bond Executed _____, <u>20</u>
---	--

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just 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, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required under the Provisions of the Public General Laws of Maryland to give a bond conditioned as hereinafter set forth.

NOW THEREFORE, if the 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 term or terms of any maintenance, repair, guaranty and warranty required under the Contract, and

**PERFORMANCE BOND**

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, and shall indemnify and save harmless the Mayor and City Council of Baltimore, its agents and employees against and from all costs, expenses, damages, injury or loss to which the said Mayor and City Council of Baltimore, its agents and employees, may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default on the part of said PRINCIPAL, its agents or employees, or in any manner arising directly or indirectly from any and all causes whatsoever, in or about the execution or performance of the Contract, during the Original term of said Contract and/or any authorized extension or modification thereof and/or during the term or terms of any maintenance, repair, guaranty and warranty required under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEE, or the successors or assigns of OBLIGEE.

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

\_\_\_\_\_  
ATTEST: as to principal

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME  
ATTEST: as to surety

\_\_\_\_\_  
PRINT NAME AND TITLE (SEAL)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME AND TITLE (SEAL)

AGENT (COMPANY): \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_  
NAME AND TITLE



**SECTION 00620**

**PAYMENT BOND**

Principal	Business Address of Principal
Surety a Corporation of the State of  and authorized to do business in the State of Maryland	Obligee Mayor and City Council of Baltimore
Sum of Bond (Equal to Contract Price) SUM OF _____ Dollars (\$ _____ )	
Contract Number and Identification City of Baltimore Department of General Services  Contract No. <b>GS19825R - MARKET CENTER GARAGE RENOVATION</b>	Date of Contract _____, ____  Date Bond Executed _____, ____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just 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, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required under the Provisions of the Public General Laws of Maryland to give a bond conditioned as hereinafter set forth.

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

**PAYMENT BOND**

A suit or action commenced hereunder shall comply with applicable Provisions of the Public General Laws of Maryland. No suit or action shall be commenced hereunder against the OBLIGEE, its successors or assigns, nor shall OBLIGEE be liable for any costs or expenses of such suit.

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

\_\_\_\_\_  
ATTEST: as to principal

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME AND TITLE (SEAL)

ATTEST: as to surety

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME AND TITLE (SEAL)

AGENT (COMPANY): \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_  
NAME AND TITLE

**PAYMENT BOND**

APPROVED:

APPROVED:

\_\_\_\_\_  
Mayor of Baltimore City

\_\_\_\_\_  
Director of General Services

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Chief, Capital Projects & Energy Division  
Department of General Services

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED BY BOARD OF ESTIMATES:

\_\_\_\_\_  
Chief Solicitor

\_\_\_\_\_  
Clerk Date

**DIVISION 01 – GENERAL REQUIREMENTS**

**SECTION 01 11 00**

**SUMMARY OF WORK**

SUPPLEMENT with the following:

The project consists of furnishing all labor, equipment, materials, and incidentals necessary for the rehabilitation of concrete, safety and drainage components of the Market Center Parking Garage in Baltimore City.

The existing garage is eleven levels and constructed of cast-in-place and post-tensioned concrete. Contractor shall coordinate with Baltimore City Parking Authority and its authorized concessionaire to determine acceptable locations and closure times for each phase of repair work.

The work to be performed involves repairs to cracks and spalls in concrete roof slabs, floor slabs, columns, and beams. Associated repairs include replacement of failed joints in the façade and near columns, repair of pedestrian ramps, replacement of concrete-filled bollards, and replacement of damaged barrier cables. Drainage gratings shall be cleaned or replaced if damaged.

Finish work includes coating the wearing surface of the first four levels with epoxy and painting rusted posts which hold the barrier cables.

**END OF SECTION 01 11 00**

**01 14 00 WORK RESTRICTIONS**

## PART 1 – GENERAL

## 1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

## 1.2 USE OF PREMISES

- A. Use of Site: The Parking Authority of Baltimore City (PABC) and its on-site Operator manage the garage for the City of Baltimore. The garage parking spaces are taken primarily during the week-day business hours (7 AM-6 PM) by monthly commuters, other daytime transient patrons; and in the evening and week-end hours by patrons in the area.

Please note that the area of the loading docks for the Lexington Market must be kept accessible at all times during construction. Any closure in this area must be coordinated in advance with the PABC and the Engineer.

Limit use of premise to approved work areas only. Limit as necessary, the space and time required for storage of materials and equipment on the site.

The Garage will remain open to the public at all times, during this construction contract. Public elevators and the stairway inside the garage may not be blocked entirely but must be available to the public. The Contractor must give 7 days' notice to PABC and the Engineer with their work plan before working in these areas.

1. Owner occupancy: Allow for Owner occupancy of the site and its use by the public.
2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, Owner's employees, the public who are legally parked in the garage and for emergency vehicles at all times. Trucks must have access to the loading dock for the Lexington Market. Do not use these areas for contractor parking nor storage of materials.
  - a. Schedule contractor deliveries to minimize use of driveways and entrances.
  - b. Schedule contractor deliveries to minimize space and time required for storage of material and equipment on the site.
  - c. Repair damage caused by construction operations. Protect the building and its occupants during the construction period.

- B. Work Hours: Work shall be limited to 7 AM to 5 PM, Monday through Friday. Work will be permitted on Saturdays from 9 AM to 5 PM only with written permission granted by the PABC and by the Engineer. Power-Jet Cleaning work must be done after 7 PM on Sunday / Monday / Tuesday / Wednesday / Thursday evenings.

- C. PABC and its on-site Operator will provide an area within the garage as a central location to store Contractor's materials and other equipment, but security for the same will be strictly the responsibility of the owner.



D. The Contractor shall submit a phasing plan prior to starting work. Only one level or two bays of the garage may be closed at any one time, and a maximum of 89 parking spaces may be taken at any one time to perform the work.

E. The Contractor shall adhere to Section 01 14 23 of the City of Baltimore Standard Specifications, 2006 (Green Book) regarding Noisy work Restrictions.

F. Contractor will supply all power and water necessary to complete the repair work and will not rely on the garage's electrical and water sources.

G. The Contractor must be ready with a sufficient supply of traffic barrels, traffic cones, signage and other devices that will delineate and rope off work areas in order to keep garage patrons away from the work areas.

H. The Contractor will clean and maintain all work areas, and remove all debris, dust etc., related to the repair work in any part of the garage. The Contractor will be responsible for protecting all customer vehicles and providing car washings during the work day where necessary.

I. The Contractor will cause its employees and subcontractors to act in a professional and respectful manner on garage property during the workday, restricting loud music, profanity, or other inappropriate public displays.

J. PABC on site Operator will be responsible for all de-icing and snow removal from the garage. All chemical deicers should be kept away from any active work zone.

K. PABC will provide ten (10) parking passes to the Contractor, its employees and/or subcontractors to park Company or individually –owned vehicles in the garage, at no cost, provided the height of the vehicles fall under the garage's 6-5" clearance.

### 1.3 OCCUPANCY REQUIREMENTS

A. Full Owner occupancy: Owner will occupy site and existing building during the entire construction period. The Contractor will cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as to not interfere with Owner's operations.

B. The Owner will make two levels (two floors or four bays) of the garage available during each repair phase. Contractor shall complete all work on these levels and return them to the Owner before receiving authorization to proceed to the next two floors.

**END OF SECTION**

**02 41 13.14 MINOR SELECTIVE SITE DEMOLITION**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**

## **03 01 30 CONCRETE DECK SLAB SPALL REPAIRS**

### **PART1 GENERAL**

#### **1.1 DESCRIPTION**

This Work shall consist of repairing existing concrete slab and ceiling surface spalls as specified in the Contract Documents or as directed by the Engineer.

#### **1.2 RELATED SECTIONS**

- A. Section 02 41 13.14 Minor Selective Site Demolition
- B. Section 03 15 13 Damp Proofing and Water Stops
- C. Section 03 21 00 Reinforcing Steel
- D. Section 05 05 13.01 Fusion Bonded Powder Coatings for Metal

#### **1.3 REFERENCE STANDARDS**

- A. Society for Protective Coatings SP-6, Commercial Blast Cleaning

### **PART 2 PRODUCTS**

#### **2.1 MATERIALS**

- A. Non-shrink Grout
  - 1. Non-shrink nonmetallic grout shall be used when specified as per ASTM C1107.
  - 2. The grout shall have a minimum compressive strength of five thousand (5000) psi in seven (7) days when tested as specified in T 106, except that the cube molds shall remain intact with a top firmly attached throughout the curing period. The non-shrink grout shall have a minimum expansion of zero percent (0.0%) after seven (7) days when tested as specified in T 160. The grout shall be factory packaged, nonmetallic aggregate grout and non-staining, mixed with water to consistency suitable for application and has a minimum 30-minute work time.
- B. Epoxy Powder Coating
  - 1. The epoxy protective coating shall be a one (1) coat, heat curable, thermosetting powdered coating that is electrostatically applied on metal surfaces as specified in the Contract Documents. For reinforcement steel, the color shall be bright, in order to contrast with the normal color of reinforcement and rust (e.g. orange, red, green, yellow etc. and not brown or any color in the rust family). The epoxy coating material shall be selected from the pre-qualified materials list from the Engineer or Engineer-Approved Equal.
  - 2. Epoxy coatings shall conform to M 284.

### **PART 3 EXECUTION**

#### **3.1 PREPARATION:**

- A. Repair procedures are defined in this section with additional guidelines given on the Contract Drawings.

### 3.2 SHALLOW CONCRETE SPALL:

- A. General: This work consists of the removal of unsound concrete and the repair of spalled and delaminated concrete surfaces for an area of three-square feet (3) or less, and one inch or less in depth using non-shrink grout, unless otherwise indicated on the drawings.
- B. Mixing:
  - 1. Follow manufacturers' recommendations.
- C. Repair Procedure:
  - 1. Inspection: Inspect concrete surfaces to be repaired under work of this section to determine the exact limits and locations of those areas to be repaired.
  - 2. Make a half-inch-deep saw cut around the perimeter of the repair area. Remove spalled, scaled, loose, and deteriorated concrete to sound concrete. Use maximum 30-pound size pneumatic hammer or other approved method to remove deteriorated concrete. Thoroughly blast and vacuum the newly exposed area prior to installing non-shrink grout. Remove all debris from the site.
- D. Minimum ambient and substrate temperature at time of application: 45° F and rising.

### 3.3 DEEP CONCRETE SPALL:

- A. General Requirements: This consists of the removal of unsound concrete and the repair of spalled and delaminated concrete surfaces in areas greater than three (3) square feet and greater than one inch (1") deep, using non-shrink grout with pea gravel. Contact manufacturer for recommended amount of pea gravel.
- B. Mixing:
  - 1. Follow manufacturers' recommendations.
- C. Repair Procedure:
  - 1. Inspection: Inspect concrete surfaces intended to be repaired under work of this section to determine the exact limits and locations of those areas.
  - 2. Make a half-inch deep saw cut around the perimeter of the repair area. Remove spalled, scaled, loose, and deteriorated concrete to sound concrete. Concrete removal shall extend a minimum of  $\frac{3}{4}$ " below reinforcing steel. Thoroughly blast and vacuum the newly exposed area prior to forming. Remove all resulting debris from the site.
  - 3. Remove unsound concrete material in a manner to facilitate uniform placement of mortar; slope upper area of excavated voids evenly to within one inch (1") of the face of the concrete to preclude entrapping air and forming hollow spots in the freshly placed mortar. Within one inch (1") of the surface, the upper outline shall be essentially normal (perpendicular) to the surface.
  - 4. Render all surfaces of exposed concrete and reinforcing steel free of oil, solvent, grease, dirt, dust, bitumen, rust, loose particles, and foreign matter.
  - 5. Use GPR ( Ground Penetrating Radar) to locate the reinforcing steel or tendons. If reinforcing steel is encountered, use caution where reinforcing steel is uncovered so as not to damage the steel or its bond in the surrounding concrete. Do not use pneumatic tools in direct contact with reinforcing steel. Use maximum 30-pound size hammer for chipping behind reinforcing steel. Exposed reinforcing shall remain in place except where otherwise indicated for removal by

direction of the Engineer or the Contract Drawings. Blast reinforcing steel in accordance with SSPC-SP-6, Commercial Blast Cleaning, to remove all contaminants, rust, and rust scale.

- a. In areas where reinforcing steel is found to be surrounded by deteriorated concrete or has at least one-half its surface area exposed or has less than 1" cover, the depth of removal shall be such as to include all deteriorated concrete but not less than 3/4" below or behind the reinforcing steel.
  - b. Where the existing reinforcing steel is severely corroded or damaged, cut out reinforcing steel and replace with new reinforcing steel of the same size and spacing. Where existing steel is determined by the Engineer to have insufficient cover, either replace reinforcing or adjust as directed. Attach new steel behind existing steel with a minimum lap of 16". Remove concrete to a minimum depth of 3/4" behind the new steel.
6. Provide non-shrink grout on excavated surfaces.

#### 3.4 CONCRETE RAMP REPAIR:

- A. General: This work consists of the removal of unsound concrete and the repair of spalled and delaminated concrete surfaces at pedestrian sidewalk ramps, unless otherwise indicated on the drawings.
- B. Mixing:
  1. Follow manufacturers' recommendations.
- C. Repair Procedure:
  1. Inspection: Inspect concrete surfaces to be repaired under work of this section to determine the depth to be repaired.
  2. Remove the entire surface of the concrete ramp to the depth of sound concrete or the floor slab, whichever is encountered first. Use maximum 30-pound size pneumatic hammer or other approved method to remove deteriorated concrete. Thoroughly blast and vacuum the newly exposed area prior to pouring new concrete.
  3. Place welded wire mesh as shown in plans.
  4. Finish ramp to a slope of no greater than 1" rise over 12" length.

#### PART 4 MEASUREMENT AND PAYMENT

- A. Concrete Spall Repairs and Ramp Repairs will be measured but the payment will be considered incidental to the Contract lump sum price. The payment will be full compensation for all material, labor, equipment, tools, maintenance of traffic, lighting, and incidentals necessary to complete the Work detailed in the plans. Any repairs in excess of those shown in plans must be pre-approved by the engineer in writing and shall be paid according to the following:
  1. Concrete Spall Repairs will be measured and paid for at the Contract Unit Price per square foot. The payment will also be full compensation for the removal of material required to prepare the repair area, including chipping and hand cleaning, as well as furnishing and placing reinforcement steel, forming, providing protective structures, and furnishing, placing and removing any steel plates.
  2. Concrete Ramp Repair will be measured and paid for at the Contract Unit Price per each. The payment will also be full compensation for the removal of material required to prepare the entire sloped ramp area, including chipping and hand cleaning, as well as furnishing and placing reinforcement steel, forming, and providing protective structures.

**END OF SECTION**

## **03 01 31 COLUMN, BEAM, PARAPET WALL AND ROOF SLAB SPALL REPAIR**

### PART 1 GENERAL

#### 1.1 DESCRIPTION

- A. This Work shall consist of repairing existing surface spalls on Columns, Beams and Parapet wall and as specified in the Contract Documents or as directed by the Engineer.

#### 1.2 RELATED SECTIONS

- A. Section 02 41 13.14 Minor Selective Site Demolition
- B. Section 03 21 00 Reinforcing Steel

#### 1.3 CODES, REGULATIONS, REFERENCE STANDARDS AND SPECIFICATIONS:

- A. SSPC-SP 6 Commercial Blast Cleaning (NACE No. 3)

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. Repair patching material/ mortar shall be used as specified. The repair mortar shall have a minimum compressive strength of five thousand (5000) psi in seven (7) days and shall have a minimum flexural strength of 850 psi at 28 days.
- B. Bonding primer and Reinforcement corrosion protection.
  - 1. The cementitious epoxy resin coating material with corrosion inhibitor shall be used as bonding agent and reinforcement corrosion protection.

### PART 3 EXECUTION

#### 3.1 PREPARATION:

- A. Repair procedures are defined in this section with additional guidelines given on the Contract Drawings.

#### 3.2 CONCRETE SPALL:

- A. General: This work consists of the removal of unsound concrete and the repair of spalled and delaminated concrete surfaces for an areas as specified in the contract plans , and for the required depth of the spall using Sika Repair-223 as indicated on the drawings or approved equal by the Engineer
- B. Minimum ambient and substrate temperature at time of application: 45° F and rising.
- C. Mixing: Follow manufacturers' recommendations.
- D. Repair Procedure:

1. Inspection: Inspect concrete surfaces intended to be repaired under work of this section to determine the exact limits and locations of those areas.
2. Make a half-inch deep saw cut around the perimeter of the repair area. Remove spalled, scaled, loose, and deteriorated concrete to sound concrete. The depth of concrete removal shall be determined by loose concrete and the minimum concrete to be removed shall be at least to expose the reinforcing steel. Thoroughly blast and vacuum the newly exposed area prior to forming. Remove all resulting debris from the site.
3. Remove unsound concrete material in a manner to facilitate uniform placement of repair mortar; slope upper area of excavated voids evenly to within one inch (1") of the face of the concrete to preclude entrapping air and forming hollow spots in the freshly placed mortar. Within one inch (1") of the surface, the upper outline shall be essentially normal (perpendicular) to the surface.
4. Use Ground penetrating radar to locate the reinforcing steel or the tendons in the roof slab. If reinforcing steel is encountered, use caution where reinforcing steel is uncovered so as not to damage the steel or its bond in the surrounding concrete. Do not use pneumatic tools in direct contact with reinforcing steel. Use maximum 30-pound size hammer for chipping behind reinforcing steel. Exposed reinforcing shall remain in place except where otherwise indicated for removal by direction of the Engineer or the Contract Drawings. Blast reinforcing steel in accordance with SSPC-SP-6, Commercial Blast Cleaning, to remove all contaminants, rust, and rust scale.
5. Render all surfaces of exposed concrete and reinforcing steel free of oil, solvent, grease, dirt, dust, bitumen, rust, loose particles, and foreign matter. Steel reinforcement should be thoroughly cleaned and remove all traces of rust. Where corrosion has occurred due to presence of chlorides, the steel should be pressure washed with clean water after mechanical cleaning. Prime the reinforcing steel with Sika Arimatec 110 Epocem.
6.
  - a. In areas where reinforcing steel is found to be surrounded by deteriorated concrete or has at least one-half its surface area exposed or has less than 1" cover, the depth of removal shall be such as to include all deteriorated concrete but not less than 3/4" below or behind the reinforcing steel.
  - b. Where the existing reinforcing steel is severely corroded or damaged, cut out reinforcing steel and replace with new reinforcing steel of the same size and spacing. Where existing steel is determined by the Engineer to have insufficient cover, either replace reinforcing or adjust as directed. Attach new steel behind existing steel with a minimum lap of 16". Remove concrete to a minimum depth of 3/4" behind the new steel.
  - c. Prime the prepared substrate with a brush coat of Sika Arimatec 110 Epocem or alternatively apply a scrub coat of Sika Repair -223 prior to placement of the mortar. Sika 223 repair mortar must be placed before the scrub coat dries.
7. Apply SikaRepair-223 and Sika Arimatec 110 Epocem as per manufacturer's recommendations



PART 4 MEASUREMENT AND PAYMENT

- A. Concrete Column, Beam, Parapet Wall or Roof Slab Repairs will be measured but the payment will be considered incidental to the Contract lump sum price. The payment will be full compensation for all material, labor, equipment, tools, maintenance of traffic, lighting and incidentals necessary to complete the Work detailed in the plans. Any repairs in excess of those shown in plans must be pre-approved by the engineer in writing and shall be paid according to the following:
1. Concrete Column, Beam, Parapet Wall or Roof Slab Spall Repairs will be measured and paid for at the Contract Unit Price per square foot. The payment will also be full compensation for the removal of material required to prepare the repair area, including chipping and hand cleaning, as well as furnishing and placing reinforcement steel, forming, and providing protective structures.

**END OF SECTION**

**03 15 00 CONCRETE ACCESSORIES**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**

### **03 15 13 DAMP PROOFING AND WATER STOPS**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**

## **03 15 14 EXPANSION JOINT SEALANT REPAIR**

### **PART 1 GENERAL**

#### **1.1 DESCRIPTION**

This work shall consist of furnishing and applying expansion joint sealant as specified in the Contract Documents or as directed by the Engineer.

#### **1.2 RELATED SECTIONS**

- A. Section 03 15 00 Concrete Accessories
- B. Section 03 15 14.01 Expansion Joint in Structures

### **PART 2 PRODUCTS**

#### **2.1 MATERIALS:**

A. Elastomeric Sealant shall be low-modulus, high-performance, 1- component, polyurethane-based, non-sag elastomeric sealant which meets Federal Specification TT-S-00230C, Type II, Class A; ASTM C-920, Type S, Grade NS, Class 100/50, use T, NT, G, A, O, M; Federal Specification for silicones - TT-S-001543 A, Type non-sag.

### **PART 3 EXECUTION**

#### **3.1. APPLICATION PROCEDURE:**

A. Substrate Preparation: Clean all surfaces. Joint walls must be sound, clean, dry, frost-free, and free of oil and grease. Curing compound residues and any other foreign matters must be thoroughly removed. A roughened surface will also enhance bond. Install bond breaker tape or backer rod to prevent bond at base of joint.

#### **B. APPLICATION METHOD / TOOLS:**

Application Recommended application temperatures, 40°-100°F. For cold-weather applications, pre-conditioning units to approximately 70°F is recommended. Only apply sealant to clean, sound, dry, and frost-free substrates. Sealant shall be applied into joints when joint slot is at mid-point of its designed expansion and contraction. Place nozzle of gun into bottom of the joint filling entire joint. Keep nozzle in the sealant and continue with a steady flow of sealant preceding the nozzle to avoid air entrapment. Avoid overlapping of sealant to eliminate entrapment of air.

Tooling and Finishing: Tool sealant to ensure full contact with joint walls and remove air entrapment. Proper design is 2:1 width to depth ratio. Maximum depth of sealant must not exceed 1/2-inch. Do not apply when moisture-vapor-transmission condition exists from the substrate.

### 3.2 MATERIAL PRECAUTIONS

The manufacturer's Material Safety Data Sheet shall be used in handling and use of the material.

### PART 4 MEASUREMENT AND PAYMENT

- A. Expansion Joint Sealant Repair will be measured but the payment will be considered incidental to the Contract lump sum price. The payment will be full compensation for all material, labor, equipment, tools, maintenance of traffic, lighting, and incidentals necessary to complete the Work detailed in the plans. Any repairs in excess of those shown in plans must be pre-approved by the engineer in writing and shall be paid according to the following:
  - 1. Expansion Joint Sealant Repair will be measured and paid for at the Contract Unit Price per linear foot. The payment will also be full compensation for the sealant material, removal and disposal all of material required to prepare the joint, and application of sealant. Repairs performed day or night will be paid for at the Contract Unit Price.

**END OF SECTION**

**03 15 14.01 EXPANSION JOINT IN STRUCTURES**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**

**03 21 00 REINFORCING STEEL**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**

## **03 48 13 CONCRETE BOLLARDS**

### **PART1 GENERAL**

#### **1.1 DESCRIPTION**

This Work shall consist of installing precast concrete bollards as specified in the Contract Documents or as directed by the Engineer.

#### **1.2 REFERENCE STANDARDS**

- A. ASTM C666 - Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
- B. ASTM C825 - Standard Specification for Precast Concrete Barriers.
- C. ASTM C979 - Standard Specification for Pigments for Integrally Colored Concrete.

### **PART 2 PRODUCTS**

#### **2.1 MATERIALS**

- A. Pre-Cast Concrete Bollards
  - 1. Concrete: Precast concrete with 5200-psi (36 MPa) minimum compressive strength.
  - 2. Components: ASTM C150, Type I or III cement, with ASTM C33 aggregate.
  - 3. Pigments: ASTM C979, natural mineral oxide pigments, temperature-stable and non-fading.
  - 4. Reinforcing: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
  - 5. Steel Pipe: ASTM A 500, Grade B.

### **PART 3 EXECUTION**

#### **3.1 PREPARATION:**

- A. General: Comply with manufacturer's installation instructions and setting drawings.
- B. Do not install damaged, cracked, chipped, deformed, or marred bollards. Field touch-up minor imperfections in accordance with manufacturer's instructions. Replace bollards that cannot be field repaired.
- C. Direct Imbed: Support bollard during concrete placement and cure.

### **PART 4 MEASUREMENT AND PAYMENT**

- A. Concrete Bollards will be measured but the payment will be considered incidental to the Contract lump sum price. The payment will be full compensation for all material, labor, equipment, tools, maintenance of traffic, lighting, and incidentals necessary to complete the Work detailed in the plans. Any repairs in excess of those shown in plans must be pre-approved by the engineer in writing and shall be paid according to the following:
  - 1. Concrete Bollards will be measured and paid for at the Contract Unit Price per each. The payment will also be full compensation for the removal of an existing bollard, including chipping and hand cleaning, furnishing, and installing the new bollard, and providing protective structures.

**END OF SECTION**



**05 05 13.01 FUSION BONDED POWDER COATINGS FOR METAL**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**

## **05 15 16 TRAFFIC BARRIER CABLE REPLACEMENT**

### **PART 1 GENERAL**

#### **1.1 DESCRIPTION**

This work shall consist of furnishing and installing steel cable traffic barrier systems as specified in the Contract Documents or as directed by the Engineer.

#### **1.2 REFERENCE STANDARDS**

- A. AASHTO M 30
- B. ASTM A741-98

### **PART 2 PRODUCTS**

#### **2.1 MATERIALS:**

- A. Wire Rope:
  - 1. Furnish galvanized steel wire rope meeting the requirements of AASHTO M 30/ASTM A741-98 Type 1 Class A coating. Furnish wire rope that has been factory pre-stretched to compress the cable fibers to prevent future strain relaxation of the cable. Provide a Certificate of Quality from the wire rope manufacturer with each cable spool specifying the breaking strength, modulus of elasticity and the amount of force used to stretch the wire rope.
- B. Mounting Post:
  - 1. Galvanized steel, ½" thickness, 48" height.
- C. Base Plate:
  - 1. Galvanized steel, ¾" thickness, 9" x 9" size.
- D. Anchor Bolts:
  - 1. Hilti Anchors, ¾" diameter, 3-1/4" embedded into slab using Hilti Epoxy Resin or Hybrid Adhesive.

### **PART 3 EXECUTION**

#### **3.1. INSTALLATION PROCEDURE:**

- A. Refer to contract drawings for layout and assembly of post and cable system.
- B. Field weld base plates to posts to maintain vertical orientation when bolted flush to slab.

### **PART 4 MEASUREMENT AND PAYMENT**

- A. Traffic Barrier Cable Replacement will be measured but the payment will be considered incidental to the Contract lump sum price. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the Work detailed in the plans. Any repairs in excess of those shown in plans must be pre-approved by the engineer in writing and shall be paid according to the following:

1. Traffic Barrier Cable Replacement will be measured and paid for at the Contract Unit Price per each. The payment will be full compensation to supply and install a steel cable traffic barrier system spanning three posts.

**END OF SECTION**

**09 96 00 HIGH PERFORMANCE COATINGS**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**

## 09 96 56 EPOXY COATING OF CONCRETE

### PART1 GENERAL

#### 1.1 DESCRIPTION

This work shall consist of furnishing and applying epoxy protective coatings as specified in the Contract Documents or as directed by the Engineer.

#### 1.2 RELATED SECTIONS

- A. Section 09 96 00 High Performance Coatings
- B. Section 31 62 13.21 Protective Jackets for Piles

### PART 2 PRODUCTS

#### 2.1 MATERIALS:

- A. Epoxy waterproofing coating shall be a two-component, penetrating, waterproofing, epoxy resin sealant for concrete that prevents corrosion and deterioration of concrete (and re-bar) due to moisture infiltration and chloride ion attack. The coating shall penetrate the surface to provide ultimate protection from within.
- B. Sand: Sand shall conform to Division 31 62 13.21, paragraph 2.1A

TEST PROPERTY	TEST METHOD	SPECIFICATION LIMITS
Pot Life, hr min	Fed. Spec TT-C-535	8
Color	Fed. Standard 595	Gray No. 26440
Dry Film Thickness	2	
Dry Film Thickness 1st coat, mil min 2nd coat, mil min	D 1005	2 3
Sagging	D4400	Must pass test for recommended film thickness
Flexibility	Federal Spec TT-P-115	Must not crack, check or delaminate
Infrared Spectrogram	Equipment Manufacturer's Procedure	Each component shall match original sample
Tensile Strength, psi min	MSMT 609	400

### PART 3 EXECUTION

#### 3.1. APPLICATION PROCEDURE:

- A. Surface preparation:

1. Remove all foreign matter from the surface including grease, oil, curing compounds, weak sections and laitance.
2. Oil and grease may be removed using TK-CHEMICAL CLEANER 101, manufactured by TK Products. Mix equal parts cleaner and very hot water. Pour solution onto area and spread with mop or broom. Let stand for 5 -10 minutes. Agitate with a stiff broom or long handled scrub brush. Rinse thoroughly with clear water and allow to dry.
3. Curing compounds may be removed with a solvent followed with a thorough hosing of clear water.

**B. MIXING:**

The mixing ratio for the two-components shall be as per manufacturer's recommendation and at the recommended temperature. Do not mix more of the sealant than can be used during the pot life of the material. Stir each component individually before blending the two together using a low powered mechanical mixer. If hand mixing with a stirrer, it must be done thoroughly to ensure uniform curing and best results. After blending, allow the material to set for 30 minutes. This induction period, along with thorough blending is necessary for maximum performance of the material.

**C: APPLICATION:**

Apply with a conventional sprayer, airless spray, or roller. Additional coats may be applied after the previous coat has become tack free. Skid and wear resistance may be achieved by scattering silica sand over the final coat using a rate of 1 to 1-1/2 pound per square yard.

**D: DRYING TIME:**

EPOXY WATERPROOFING COATING will cure in 4-6 hours and the surface may be reopened to traffic as soon as the coating is tack free. Clean up spills with a solvent before the material dries.

**3.2 MATERIAL PRECAUTIONS**

The manufacturer's Material Safety Data Sheet shall be used in handling and use of the material.

**3.3 REPAIRS**

Any portion of the structures damaged by the Contractor's operations in applying the protective coatings, including damage to the proxy protective coating, shall be repaired as directed by the Engineer, at no additional cost to the City. Epoxy protective coating repairs shall be performed in conformance with the manufacturer's recommendations.

**PART 4 MEASUREMENT AND PAYMENT**

- A. Epoxy Coating of Concrete will be measured but the payment will be considered incidental to the Contract lump sum price. The payment will be full compensation for all material, labor, equipment, tools, maintenance of traffic, lighting, and incidentals necessary to complete the Work detailed in the plans. Any coatings applied in excess of those shown in plans must be pre-approved by the engineer in writing and shall be paid according to the following:

1. Epoxy Coating of Concrete will be measured and paid for at the Contract Unit Price per square foot. The payment will also be full compensation for the epoxy material, surface preparation, and application of epoxy.

**END OF SECTION**

**09 97 00 SPECIAL COATINGS**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**



## **09 97 13 CLEANING AND PAINTING STEEL POSTS**

### **PART 1 GENERAL**

#### **1.1 DESCRIPTION**

The work consists of cleaning metal surfaces and applying paints and protective coatings as specified in the Contract Documents or as directed by the Engineer.

#### **1.2 RELATED SECTIONS**

- A. Section 09 97 00 Special Coatings
- B. Section 09 97.13.24 Exterior Steel Coating (Cleaning and Painting Existing Structural Steel)

### **PART 2 PRODUCTS**

#### **2.1 MATERIALS:**

##### **A. Paint**

1. Materials for systems requiring two or more coats shall be supplied by the same manufacturer
2. Unless otherwise specified and before application, the contractor shall furnish in writing to the engineer for approval a plan outlining procedures proposed for painting metal work and a list of material including name of the manufacturer, pertinent product identification names and numbers, and product data sheets. Data shall reflect the requirements set forth in this section.
3. Type 1- Epoxy polyamide primer. Epoxy polyamide primer shall be lead free. It shall have a minimum of 56 percent solids, by volume. Epoxy primer shall be able to be applied satisfactory at 4 to 6 mils dry-film thickness in one coat. Color availability shall be red, gray, and white.
4. Type 2- Epoxy polyamide (Intermediate or finish). Epoxy polyamide shall be lead free. It shall have a minimum 56 percent solids, by volume. Epoxy polyamide shall be applied satisfactory at 4 to 6 mils dry-film thickness in one coat. Finish shall be semigloss.

### **PART 3 EXECUTION**

#### **3.1 APPLICATION PROCEDURE:**

##### **A. Surface preparation: Surface preparation**

1. Surfaces to be painted shall be thoroughly cleaned before the application of paint or coatings. Surface preparations required by this specification are as designated by SSPC (Steel Structures Painting Council) and are summarized by the method (SSPC-SP1). Surfaces to be coated shall be prepared by removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble containments from surfaces with solvents or commercial cleaners using various methods of cleaning, such as wiping, dipping, steam cleaning, or vapor degreasing. and as per manufacturers specs.

##### **B. Application of paint**

1. Surfaces shall be painted immediately after preparation or within the same day as prepared with a minimum of one coat of the primer type specified. Remaining surfaces not required to be painted shall be protected against contamination and damage during the cleaning and painting operation.
2. Paints shall be thoroughly mixed immediately before application.
3. All bolts, nuts, welds shall be cleaned and painted with one coat of the specified priming paint.
4. Initial priming coats shall be applied by brush except on surfaces accessible only to spray equipment. All other coats may be applied by brush or spray. Each coat shall be applied in such a manner to produce a paint film of uniform thickness with a rate of coverage within the guidelines and limits recommend by the paint manufacturer.
5. The drying time between coats shall be as prescribed by the paint manufacturer, but not less than that required for the paint film to thoroughly dry.
6. The finished surface of each coat shall be free from runs, drops, ridges, laps, or excessive brush marks and shall prevent no variation in color, texture, and finish. The surface of each dried coat shall be cleaned as necessary before application of the next coat.

#### PART 4 MEASUREMENT AND PAYMENT

- A. Cleaning and Painting of Steel Posts will be measured but the payment will be considered incidental to the Contract lump sum price. The payment will be full compensation for all material, labor, equipment, tools, maintenance of traffic, lighting and incidentals necessary to complete the Work detailed in the plans. Any paint applied in excess of that shown in plans must be pre-approved by the engineer in writing and shall be paid according to the following:
  1. Cleaning and Painting of Steel Posts will be measured and paid for at the Contract Unit Price per each. The payment will also be full compensation for the paint, surface preparation, and application of paint.

**END OF SECTION**

**09 97 13.24 EXTERIOR STEEL COATINGS**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**

**31 62 13.21 PROTECTIVE JACKETS FOR PILES**

This Contract shall use the unaltered text contained in the City of Baltimore Standard Specifications 2006.

All work associated with this item will be considered incidental to contract lump sum price and will not be measured for and paid separately.

**END OF SECTION**

**33 41 00 – STORM UTILITY DRAINAGE PIPING**

PART 1 GENERAL

1.1 DESCRIPTION

- A. This section specifies providing pipe drains and supporting devices.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Pipe: three inch (3") Polyvinyl Chloride Profile Wall Pipe (PPWP) and Fittings. Pipe and fittings shall conform to M-304.
- B. Supporting Devices:
  - 1. Pipe hangers and supports:
    - a. Provide adjustable steel pipe hangers and supports as follows:
      - 1) Three-inch diameter, ASTM A53, Weight B, Class 1.
      - 2) Space not greater than 10 feet for pipe sizes two inches through six inches.
    - b. Hanger rods minimum diameter 3/8 inch, constructed of steel, cadmium-plated, threaded full-length and diameter required by pipe size and load imposed.
    - c. Hanger rod nuts and washers: Steel, cadmium-plated.
    - d. Supported from malleable-iron, hot-dip galvanized inserts in concrete slab: MSS SP-58, Type 18.
- C. Drains:
  - 1. Cast iron with flashing flanges and bottom outlet as required and designed for connection to PVC pipe.
  - 2. Clamping devices: For securing membranes or flashing, for drains installed in membrane-waterproofed floors and in floors not laid on ground.
  - 3. Reinforced-neoprene flashing: For drains installed in floors that are not membrane-waterproofed and are not laid on ground.
  - 4. Floor-drain sizes and types as shown.

PART 3 EXECUTION

3.1 INSTALLATION AND REPAIR RECOMMENDATIONS

- A. Submit manufacturer's recommended installation and repair methods and procedures for pipe.
- B. Repairs shall be performed by the manufacturer using specifically trained personnel and shall proceed only after approval of the Engineer and in its presence.
- C. Above submittal may be waived when the manufacturer has its approved installation and repair methods on file with the Engineer.

3.2 FLOOR DRAINAGE SYSTEMS:

- A. Pipe:
  - 1. Pipe lengths and gradients shall be verified by the Contractor and shall be acceptable to the Engineer before installation
- B. Pipe Anchors:
  - 1. Securely anchor piping where shown and where necessary for proper installation to force pipe expansion in proper direction.
- C. Drains:
  - 1. Install all drains flush with surrounding pavement according to manufacturer's requirements.
- D. Cleaning:
  - 1. Contractor shall clean any existing pipe scupper and downspout system to ensure free passage of water before the installation of any new drain grates on an existing pipe system.

PART 4 MEASUREMENT AND PAYMENT

- A. Replacement of Downspout Drainage System and Cleaning of Scuppers and Replacement of Drain Grates will be measured but the payment will be considered incidental to the Contract lump sum price. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the Work detailed in the plans. Any drainage piping systems fixtures installed in excess of that shown in plans must be pre-approved by the engineer in writing and shall be paid according to the following:
1. Replacement of Downspout Drainage System terminating at a downspout outlet will be measured and paid for at the Contract Unit Price per each. The payment will also be full compensation for the pipe, up to the drain grates, all required pipe supports and any labor required for the removal of old fixtures or installation of new. Pipe systems installed day or night will be paid for at the Contract Unit Price.
  2. Clean Scupper and Replace Drain Grate without associated drainage pipe system drainage pipe system will be measured and paid for at the Contract Unit Price per each. The payment will also be full compensation for cleaning the existing pipe, the grate drain, and any labor required for the removal of old fixtures or installation of new. Drain grates installed day or night will be paid for at the Contract Unit Price.

**END OF SECTION**