6

CITY OF BALTIMORE

BRANDON M. SCOTT

Mayor

DEPARTMENT OF RECREATION AND PARKS

Reginald Moore

Director

CONTRACT RP 22805

Volume 1 of 2

FOR

Gwynns Falls Campground Restoration & Improvements

4201 Gwynns Falls Parkway, Baltimore, MD 21216

NOTICE TO BIDDERS

SUPPLEMENTAL BIDDING INSTRUCTION

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

EACH BIDDER IS HEREBY NOTIFED 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)

- BATP REQUIREMENTS ARE EXCLUDED FROM THIS CONTRACT.

EMPLOY BALTIMORE AND BALTIMORE CITY'S YOUTHWORKS PROGRAM

- ALSO INCLUDED IN THIS CONTRACT ARE AN EMPLOY BALTIMORE PACKET AND A BALTIMORE CITY'S YOUTHWORKS PROGRAM FORM.
- THE ACCOMPANYING MANILA BID ENVELOPE CONTAINS EMPLOY BALTIMORE PACKET AND BALTIMORE CITY'S YOUTHWORKS PROGRAM FORM ORIGINAL DOCUMENTS WHICH MUST BE COMPLETED FOR ALL CONTRACTS.
- ALL FORMS IN THE EMPLOY BALTIMORE PACKET AND THE SINGLE PAGE BALTIMORE CITY'S YOUTHWORKS FORMS MUST BE COMPLETED AND SUBMITTED **WITH YOUR BID PROPOSAL.**

HUB ZONE NEIGHBORHOOD PREFERENCE PROGRAM

- INCLUDED IN THIS CONTRACT IS THE HUB ZONE NEIGHBORHOOD PREFERENCE PROGRAM.
  RESPONSIVE AND RESPONSIBLE BIDDER MEETING **ALL** REQUIREMENTS OF THE CITY'S HUB ZONE NEIGHBORHOOD PREFERENCE PROGRAM ARE ELIGIBLE FOR AWARD AS THE LOWEST BIDDER, IF THE PRICE OFFERED IS NOT MORE THAN 10% HIGHER THAN THE PRICE OFFERED BY THE OTHERWISE LOWEST RESPONSIVE BIDDER.
  (This program applies to procurement that directly procure neighborhood services, public work, or public improvements, and that the procurement officer reasonably expects to exceed $500,000.00 and be associated with a neighborhood service, neighborhood public work or neighborhood public improvement.)

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 THIS LAW.

NOTE:

BID/PROPOSAL AFFIDAVIT: If Awarded the contract resulting from this Bid/Proposal, the business shall remain in full compliance with all requirements of this §8 (Certification of Corporation Registration and Tax Payment) during the term, and any extensions thereof, of the said contract.

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 30th and December 31st 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 1 8 2013

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 HEREOF, I HAVE PLACED MY HAND AND THE GREAT SEAL OF THE CITY OF BALTIMORE THIS 14TH DAY OF JANUARY 2008.

SHEILA DIXON, MAYOR

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

Leslie S. Winner
Chief Solicitor

Executive Order – youthworks - update

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.

RESOLVED BY THE BOARD OF ESTIMATES

JUNE 28 1995

Shirley G. Wallison
Clerk

Date

Approved as to form and legal sufficiency
this 22nd day of June, 1995

Richard E. Kagan
Richard E. Kagan
Associate City Solicitor

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:

Bernice N. Taylor JAN 22 2014

Clerk **Date**

Approved As To Form and Legal Sufficiency This 14th Day of January, 2014

Chief Solicitor

RESOLUTION OF THE BOARD OF ESTIMATES OF BALTIMORE CITY

FOR A HUBZONE NEIGHBORHOOD PREFERENCE IN SOLICITATIONS

WHEREAS, pursuant to Art. VI, §2 of the Charter, the Board of Estimates ("Board") shall formulate and execute the fiscal policy of the City and may promulgate rules and regulations to exercise its powers and to perform its duties; and

WHEREAS, pursuant to Art. VI,§ 11.(a) of the Charter, the Board shall be responsible for awarding contracts and supervising all purchasing by the City as provided in this section and elsewhere in the Charter; and

WHEREAS, pursuant to Art. VI, § 11.(h)(1)(vi) of the Charter, the Board may adopt rules and regulations that establish uniform procedures for providing, on a neighborhood service, neighborhood public work, or neighborhood public improvement contract, limited bid preferences to responsive and responsible bidders who are residents of, or have their principal places of business in, that neighborhood; and

WHEREAS, the Board desires the City Purchasing Agent and City agencies to use good faith efforts to consider limited bid preferences to responsive and responsible bidders who are residents of, or have their principal place of business in neighborhoods that are within historically underutilized business zones ("HUBZones") designated by the U.S. Small Business Administration ("SBA"); and

WHEREAS, the Board desires to define "neighborhood" below for the purposes of Art. VI, § 11.(h)(1)(vi) of the Charter in a manner that assists City neighborhoods collectively which have similar challenges of low median household incomes and/or high unemployment; and

WHEREAS, the purpose of the below "HUBZone Neighborhood Preference" is to help small businesses in this "neighborhood" to gain access to City procurement opportunities which should increase employment opportunities, stimulate capital investment, and empower City neighborhoods through economic leveraging; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ESTIMATES OF BALTIMORE CITY, that the following resolution applies to all solicitations more than $50,000 issued by the City Purchasing Agent or City agencies under Art. VI, § 11.(h) of the Charter that meet the following requirements:

1. "Neighborhood" for the purposes of Art. VI, § 11.(h)(1)(vi) of the Charter is defined as all of the Federally-designated HUBZones in Baltimore City.
2. To be eligible for the HUBZone Neighborhood Preference, a bidder must (a) be a small business by SBA standards, (b) be owned and controlled at least 51% by U.S. citizens, (c) be a resident of or have its principal place of business in the neighborhood,(d) have at least 35% of its employees residing in the neighborhood, and (e) bid on a solicitation for a service, public work, or public improvement contract in the neighborhood.
3. For an invitation for bids, the bid of a bidder with a HUBZone Neighborhood Preference shall not be more than 10% higher than the lowest responsive and responsible bidder without a HUBZone Neighborhood Preference. For a request for proposals, the total score of a bidder with a HUBZone Neighborhood Preference shall not be lower than 90% of the total score of the highest scoring responsive and responsible bidder without a HUBZone Neighborhood Preference. The City Purchasing Agent or City agency may set the percentage (%) for the HUBZone Neighborhood Preference in an

invitation for bid or request for proposals.

4. The Board may award a contract giving consideration to the HUBZone Neighborhood Preference.
5. Within 90 calendar days after the end of each fiscal year, the City Purchasing Agent and each City agency shall submit a report to the Board on the operation and effectiveness of the HUBZone Neighborhood Preference in relation to the purpose of this Resolution (i.e. small businesses gain access to City procurement opportunities, increase employment opportunities, stimulate capital investment, and empower City neighborhoods through economic leveraging in the neighborhood).
6. The HUBZone Neighborhood Preference should not be used to the extent it actually conflicts with statutes, regulations, written policies, or rules specific to the use of the funds to be expended under the contract.
7. The Department of Finance shall adopt rules and regulations to carry out this Resolution or to clarify any terms or phrases in this Resolution.
8. A copy of this Resolution shall be filed in the Department of Legislative Reference.
9. This Resolution applies to all solicitations issued 60 calendar days after the date of its adoption by the Board of Estimates.

UPON MOTION duly made and seconded, the Board of Estimates approved and adopted the aforementioned resolution.

Adopted by the Board of Estimates:

Clerk

Date OCT 28, 2015

Approved as to form and legal sufficiency:

Chief Solicitor

NOTICE

PRE-BID MEETING

A Pre-Bidding **Informational Meeting will be conducted IN PERSON AND VIA Microsoft Teams at 9:30 a.m. EST on THURSDAY APRIL 16, 2026,** for BALTIMORE CITY CONTRACT RP 22805, GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS. An invitation for a video call via Microsoft Teams, an associated conference call number and meeting location address will be provided to all plan holders. Representatives of appropriate governmental agencies, as well as affected public and private utilities, will be present for the purpose of answering or obtaining answers to questions of interested parties. Information pertaining to right-of-way, utilities, design and construction details will be discussed.

Attendees who leave their name and address will be furnished a copy of the Minutes of the meeting which will include a list of all persons present and their affiliation. It is possible that these Minutes will contain some clarification or discussion which will not be included in an addendum. A copy of the Minutes may be examined at Department of Recreation and Parks Capital Development, 2600 Madison Avenue, Baltimore, Maryland 21217.

There will be a **tour of the existing site conditions of the GWYNNS FALLS CAMPGROUND at 4201 GWYNNS FALLS PARKWAY, BALTIMORE, MD 21216 will be held on FRIDAY APRIL 17, 2026 at 11:00 am EST. Due to the little-known site location site within the park, site visit participants will MEET AT THE BASE OF CHESHOLM ROAD (3725 CHESHOLM RD) AT THE PARK ENTRANCE.** You may also schedule a site visit to review this site with a Dept. of Recreation and Parks' agent. Please email KBrower@baltimorecity.gov to request a site visit. Last day to visit the site will be the same day that pre-bid questions are due, which will be announced at the pre-bid meeting. If other information relative to this project is desired, please contact:

Katherine Brower

KBrower@baltimorecity.gov

USE OF WHITE-OUT AND CROSS OUTS ON SUBMITTED BID DOCUMENTS WILL CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE.

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33 12 00 - Water Services, Water Meter Settings, and Vaults..... 584-585

33 12 16 - Water Valves and Appurtenances..... 586-593

33 31 00 - Sanitary Sewerage Utilities..... 594-607

33 41 00 - Storm Utility Drainage Piping..... 608-614

33 44 19 - Stormwater Facilities..... 615-618

DIVISION 37

37 37 00 - Riprap Ditches..... 619

CITY OF BALTIMORE
DEPARTMENT OF RECREATION AND PARKS

I. NOTICE OF LETTING

Sealed Bids or Proposals for **Baltimore City Contract RP 22805 – GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS** will be received at the Office of the Comptroller, Room 204, City Hall, Baltimore, Maryland until **MAY 20, 2026** at 11:00 A.M EST. 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.

The proposed Contract Documents may be examined, without charge, at the Department of Recreation and Parks Capital Development located at 2600 Madison Avenue, Baltimore, Maryland 21217 **by appointment only Monday through Friday, 8:30am until 4:00pm by e-mailing Benitaj.randolph@baltimorecity.gov** starting **APRIL 3, 2026,** and copies may be purchased for a non-refundable cost of $**100.**

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 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.

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.

All Bids will be irrevocable when filed with the Comptroller of Baltimore City. The Board of Estimates reserves the right to reject any and all Bids and/or to waive technical defects, if in its judgment, the interest of the Mayor and City Council of Baltimore may so require.

All contractors bidding on this Contract must first be prequalified by the City of Baltimore Office of Boards and Commissions, 4 South Frederick Street, 4th Floor, Baltimore, Maryland 21202 whose recommendations for an assigned dollar Work Capacity Rating and Work Classification(s) are effective after ratification and confirmation by the Board of Estimates. Contractors will not be permitted to bid on any single Contract having a dollar value in excess of the contractor's assigned Work Capacity Rating and will not be awarded any Contract if the Contract dollar value, when added to the contractor's uncompleted backlog at time of award, exceeds the contractor's assigned Work Capacity Rating.

Bidding Contractors must maintain a valid prequalification status through the time of award, when work commences and remain prequalified for the duration of the project. Subcontractors intending to perform City work in excess of Fifty Thousand Dollars ($50,000.00) shall qualify in the same manner as prime contractors and such qualification must be established before they are permitted to commence work. **If a bid is submitted by a joint venture ("JV"), then in that event, the document that established the JV shall be submitted with the bid for verification purposes.** The Prequalification Category required for bidding on this project is **G90132 PARK REHABILITATION.**

The Cost Classification Range for this project will be from **$2,000,000.00** to **$3,000,000.00**.

A "Pre-Bidding Information" session will be conducted IN PERSON AND VIA Microsoft Teams at 9:30am EST on THURSDAY APRIL 16, 2026._ Email your contact information to KBrower@baltimorecity.gov to receive an invite to the Microsoft TEAMS (video conference meeting) and IN PERSON meeting no later than WEDNESDAY 5:00 pm EST , APRIL 15, 2026.

A "Pre-Bidding Site Tour" of the Gwynns Falls Campground will be conducted IN PERSON on FRIDAY APRIL 17, 2026 at 11:00 am EST. Due to the little-known location of the site within the park, site visit participants will MEET AT THE BASE OF CHESHOLM ROAD (3725 CHESHOLM RD) AT THE PARK ENTRANCE.

Principle Items of Work for this Project Are:

1. *Creation of group and individual campsites*
2. *Restoration of the existing pavilion structure and associated terrace*
3. *Repairs and modifications to the existing access roadway as required for emergency vehicle access and stormwater management.*
4. *Installation of composting toilet facilities, a wash basin, and a septic field*
5. *Site improvements including repair and restructuring of an existing amphitheater, new paths, new ADA parking space and existing parking lot reduction.*

Pursuant to Article 5, Subtitle 28 of the Baltimore City Code -Minority and Women's Business Program, Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to this contract.

The MBE goal is **25%** The WBE goal is **10%**

Attention of the Bidders is called to the requirements of the Minority and Women's Business Enterprise Program, and the Baltimore City Employ Baltimore Program.

Note: The Baltimore Apprenticeship Trainee Program (BATP) requirement is excluded from this contract.

Bidders are advised that price proposals are due on the date set forth above. Bidders should pay particular attention to the instructions contained in the bid documents as well as the use of the appropriate bid envelope for each submission.

Attention of the Bidders is called to all of the requirements outlined in the Baltimore City Code, Article 5, Subtitle 29 – Commercial Non-Discrimination Policy.

APPROVAL OF CONTRACT DOCUMENTS FOR
DEPARTMENT OF RECREATION AND PARKS
CONTRACT **RP 22805**
GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS

APPROVED:

_____
Clerk, Board of Estimates

_____
Hana Rose Kondratyuk,
Chief Solicitor

_____
Naomi Shay
Chief of Compliance, Mayor's Office of Small & Minority
Business Advocacy & Development

APPROVED:

_____
Chief, Capital Development
Department of Recreation & Parks

_____
Dr. Reginald Moore, Executive Director
Department of Recreation and Parks

II. SPECIAL PROVISIONS

CONTRACT DOCUMENTS

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

1. Contract Book which contains:
   - I. Notice of Letting
   - II. Special Provisions
     - Instruction to Bidders
     - Special Conditions
     - Extra Work Certification
     - Subcontractors Acknowledgement of Progress Payment
   - III. Bid or Proposal and Detached Duplicate
     - Minority and Women's Business Opportunity Requirements and Forms
   - IV. Agreement
   - V. Bonds
   - VI. Construction Details & Materials

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 RECREATION AND PARKS

CONTRACT RP 22805
GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS

These Plans contain sheets 1 thru 46 inclusive totaling 46 sheets.

3. Standard Specifications

Pages 1 through 113 (Divisions 00 and 01) of *The City of Baltimore, Department of Public Works, Specifications for Material, Highways, Bridges, Utilities and Incidental Structures*, Issue of 2006, and any and all Amendments thereto, are 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 first to the *Contract Book* (Item #1 above), and secondarily to the *Standard Specifications*, unless otherwise noted.

4. Book of Standards

Where referred to specifically on the drawings or in the Contract Book, *The City of Baltimore, Department of Public Works, Book of Standards*, and any and all Amendments thereto, are hereby made a part of these Contract Documents and hereinafter referred to as "Books of Standards".

Any reference in the Contract Documents made to a Standard Number, shall refer to the *Book of Standards*, unless otherwise noted.

A. INSTRUCTIONS TO BIDDERS

00 21 13.01 PURCHASE OF THE STANDARD SPECIFICATIONS AND BOOK OF STANDARDS

The City of Baltimore Department of Public Works Specifications for Materials, Highways, Bridges, Utilities, and Incidental Structures – 2006 Edition, AKA "The Green Book" at a charge of $50.00 per copy, may be obtained at:

The Councilman Harry S. Cummings Building
1st Floor Service Center
401 E. Fayette St.
Baltimore, Maryland 21202

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

SCOPE OF WORK

A. The "Work" to be completed under this contract shall consist of the Renovation of the existing City Park on Baltimore City Department of Recreation and Parks properties known as:

GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS
4201 Gwynns Falls Parkway
Baltimore, Maryland 21216

B. The Work defined by the Construction Drawings and these Specifications shall include, but not be limited to:

Removal of Site Improvements
Installation of new water line
Creation of group and individual campsites
Restoration of the existing pavilion structure and associated terrace
Repairs and modifications to the existing access roadway as required for emergency vehicle access and stormwater management.
Installation of composting toilet facilities, a wash basin, and a septic field
Site improvements including repair and restructuring of an existing amphitheater, new paths, new ADA parking space and existing parking lot reduction.
Landscaping

00 21 13.02 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 either by additions, subtractions or alterations by the Contractor or his representative without written permission of the Engineer.

00 21 13.04 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.

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 will be cause to have your bid **rejected**.

EMPLOY BALTIMORE

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.

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.

STATE OF MARYLAND FUNDING

If the City of Baltimore is receiving Grant or Loan funds for this project from the State of Maryland, the "PROPOSAL FORM PACKET" of the State of Maryland is included in the contract documents. This packet must be completed and submitted in accordance with the instructions listed in the packet.

LOCAL HIRING LAW PROVISION

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:.

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 (5th) 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.

B2G DIVERSITY MANAGEMENT SYSTEM

MBE and WBE participation are monitored using the Diversity Management System. Contractors must log in and enter the needed information for each contract.
https://baltimorecity.diversitycompliance.com/

Below is information about upcoming training and information on the process for entering and confirming payments in the B2G Diversity Management System.
Live trainings are available-they can be found on the main page of the B2G Diversity Management System, you do not need to log in to the system.
https://baltimorecity.diversitycompliance.com/

You can ask questions and get real-time answers in these trainings. Here is how to view training opportunities:
https://scribehow.com/shared/Access_Baltimore_City_Training_in_the_B2G_Diversity_Management_System__iNy6YwzGSdKaUZJE9EIocg

Additional helpful information-https://smba-d.baltimorecity.gov/

Information about the prime contractor and subcontractor payment confirmation process:
Once the prime contractors have added their current subcontractors and they are approved, the prime contractors will need to enter the payments that they have made to each subcontractor individually by month, the subcontractor will receive a notification to verify and confirm those payments. Once the prime contractors have added the subcontractors and the payments, SMBA&D highly suggest the prime contractors to reach out to the subcontractors to verify they have received notice to review and confirm the payments. If the wrong amounts are confirmed, or entered, or there is a discrepancy, it will require additional documentation from both parties to resolve. The prime contractors should take the time to review the amounts they are inputting, and the subcontractors should review the amounts they are confirming.

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).

B. SPECIAL CONDITIONS

CITY OF BALTIMORE

Brandon M. Scott, Mayor

OFFICE OF EQUITY AND CIVIL RIGHTS
WAGE COMMISSION

7 E. Redwood Street, 9th Floor
Baltimore, Maryland 21202

NOTICE TO CONTRACTORS
BALTIMORE CITY PREVAILING WAGE REQUIREMENTS

The Baltimore City Code Article. 5, Subtitle 25, "Prevailing Wages for Work Under Construction Contracts," Contractors awarded City construction contracts are required to pay their employees a "Prevailing Wage" to be determined each year by the Board of Estimates and 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). A copy of the Prevailing Wage law and Rates that apply to this contract is included.

Copies of completed payroll reports, along with a statement of compliance, shall be submitted as follows:

Copies of completed reports shall be submitted via https://prod-cdn.lcptracker.net/login/login.
Once your project has been registered, you will receive your credentials to submit payrolls.
You must contact the Wage Commission to ensure your project has been registered:

Wage Commission Contact Information
Email: wagepayrolls@baltimorecity.gov
Phone: 410-396-3141

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

MINIMUM WAGE PREVAILING WAGE RATES TO BE USED ON THIS PROJECT – CITY OF BALTIMORE

Attached to this section of the special conditions are the minimum hourly wage rates established by the Board of Estimates to be paid to all classes of laborers, mechanics, or apprentices needed on the project.

SC-1 MINIMUM WAGE RATES - CITY OF BALTIMORE.

The following schedule, attached to this Section of the Special Conditions shows the minimum hourly wage rates, established by the Board of Estimates, to be paid to all classes of laborers, mechanics, or apprentices needed on the project.

2026 PREVAILING WAGE RATES

CLASSIFICATION NO.1
BUILDINGS

The following minimum hourly wage rates shall apply to all contracts in excess of five Thousand Dollars ($5,000) 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.

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Asbestos Workers (Insulation Mechanics)	$40.77	$19.77	$60.54
Boilermakers	$17.62	$6.96	$24.58
Bricklayers	$38.80	$15.57	$54.37
Carpenters/Resilient & Soft Floor Layers	$35.89	$14.60	$50.49
- Millwright	$39.50	$17.52	$57.02
- Piledriver	$35.62	$17.01	$52.63
Scaffold Builders	$35.89	$15.57	$50.49
Cement Mason/Plasterers	$28.45	$11.47	$39.32
Electricians	$52.47	$20.95	$73.42
Voice Data, Video Communication Worker, Installer, Tech	$35.10	$17.42	$52.52
Elevator Construction Mechanic	$58.81	$44.75	$103.56
Firestop Mechanic	$30.21	$10.68	$40.89
Glaziers	$36.65	$14.61	$51.26
Hazmat Handler	$24.46	$10.48	$34.94
Ironworkers			
- Ornamental	$37.60	$27.14	$64.74
	$39.30	$27.14	$66.44
- Structural	$37.60	$27.14	$64.74

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12/18/2025

Clerk to the Board of Estimates

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2026 PREVAILING WAGE RATES

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Laborers - **General Laborers:** Flaggers, Tool and Material Handlers (Except Tenders), Clean-Up, Janitors, Truck Checkers, Dumpmen, Spotter, Landscape Laborer, Mulcher, Watchmen (Including Fire Watchmen)	**$28.34**	**$7.92**	**$36.26**
- **Semi-Skilled Laborers:** 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	**$28.57**	**$8.05**	**$36.62**
Painters/Commercial Painters	**$29.16**	**$12.01**	**$41.17**
Plumbers/Steamfitters/Pipefitter	**$47.78**	**$25.93**	**$73.71**
HVAC	**$46.21**	**$24.90**	**$71.11**
Roofers - Slate and Tile - Wood Block - Composition - Water proofer	 **$32.26** **$32.26** **$32.26**	 **$14.71** **$14.71** **$14.71**	 **$46.97** **$46.97** **$46.97**

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2026 PREVAILING WAGE RATES			
JOURNEYMEN	**HOURLY RATE**	**FRINGE BENEFITS**	**TOTAL**
Sheet Metal Worker (Inc. Air Balance, Metal Roofing)	$50.92	$24.61	$75.53
Sprinkler Fitter	$38.67	$24.91	$63.58
Stonemason	$45.65	$21.51	$67.16
Tile, Terrazzo, Marble Workers	$34.34	$15.50	$49.84
Tile, Terrazzo, Marble Finisher	$28.85	$12.85	$41.70
POWER EQUIPMENT OPERATORS			
GROUP I: Certified Crane	$42.00	$19.10	$61.10
GROUP IA: Gradalls, Graders, Repair Mechanic, Welders.	$37.24	$14.05	$51.29
GROUP II: Asphalt Paver, Batching Plants, Boat Captain, Dozers, Cableways, Loader Backhoes, Drill Rig, Concrete Mixing Plants, Concrete Bridge and Roadway Paver/Placer, Concrete Pavers, Concrete Pumps, Concrete Spreader, Concrete Slip Form Machine, Curb and Gutter Machines, Derrick Boat, Graders, Elevators, Excavators, Front-end. Loader,(1 Yard and Over), Hoist, I-li• lift, Forklifts, Milling Machines, Small Milling Machines (24 inch head or smaller), Multiple Conveyors, Locomotives, Asphalt Roller, Power Shovel, Screed Machines, Shields, Asphalt• Concrete- Stone Crusher, Stone Spreader, Trenching Machines, Tunnel Mucking Machines, Scrapers, Material Transfer Vehicle (MTV) Hydrovac Truck.	$35.18	$15.12	$50.30

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JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
POWER EQUIPMENT OPERATORS			
GROUP III: Fuel/Grease Truck, Skid Steer, Guard Rail Post Pounder, Concrete Mixer (with slip), Ditch Witch Type Trencher, Trucks (on and off road), Snooper Truck, Power Sweepers, Front End Loaders (1 Yard and u), and Articulating Trucks.	$35.18	$15.12	$50.30
GROUP IV: Caterpillar type tractors, Fireman, Grout Pump, Light Plants, Power Track Drill, Single Heaters, Dirt Roller, welding Machines, Well-Drill, Well Point sytems, Deckhands and all oilers.	$29.60	$15.12	$44.72
Group V: Deck Captain; Mechanical Dredge Operator; Leverman Licensed Tug Operator over 1000 HP.	$45.26	$12.00	$57.26
Spider/Spill Barge Operator Engineer Electrician; Chief Welder; Chief Mate Fill Placer; Operator II; Maintenance; Engineer; Licensed Boat Operator Licensed Crew Boat Operator.	$39.14	$12.00	$51.14
Boat Operator	$34.68	$12.00	$46.68
Mate, Drag Barge Operator; assistant Fill Placer, Welder, Steward.	$35.83	$12.00	$47.83

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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	$26.00	$0	$26.00
- Dump Truck Driver (Site Only) Welder Receives Rate For Craft Involved	$22.00	$11.21	$33.21

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12/18/2025

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2026 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

ASBESTOS WORKERS	
First year	45
Second year	55
Third year	65
Fourth year	75
Fifth year	85

BOILERMAKERS	
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

BRICKLAYERS & STONE MASONS	
First 6 months	50
Second 6 months	55
Third 6 months	60
Fourth 6 months	70
Fifth 6 months	80
Sixth 6 months	90

APPROVE BY THE BOARD OF ESTIMATES

12/18/2025

Clerk to the Board of Estimates

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2026 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)

CARPENTERS	
First year	60
Second year	70
Third year	80
Fourth year	90

CEMENT FINISHERS	
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

ELECTRICIANS	
1st Period	45
2nd Period	45
3rd Period	55
4th Period	65
5th Period	70
6th Period	75

APPROVE BY THE BOARD OF ESTIMATES

12/18/2025

Clerk to the Board of Estimates

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2026 PREVAILING WAGE RATES

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

IRONWORKERS	
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

MILLWRIGHTS	
First year	60
Second year	70
Third year	80
Fourth year	90

PAINTERS	
First year	60
Second year	70
Third year	80
Fourth year	90

APPROVE BY THE BOARD OF ESTIMATES

12/18/2025

Clerk to the Board of Estimates

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2026 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)

PLASTERERS	
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

PLUMBERS/STEAMFITTERS/ PIPEFITTERS	
First year	40
Second year	50
Third year	60
Fourth year	70
Fifth year	80

POWER EQUIPMENT OPERATORS	
First period	55
Second period	60
Third period	65
Fourth period	70
Fifth period	75
Sixth period	80

APPROVE BY THE BOARD OF ESTIMATES

12/18/2025

Clerk to the Board of Estimates

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2026 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)

ROOFERS	
First year	55
Second year	65
Third year	75

SHEET METAL WORKERS	
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

APPROVE BY THE BOARD OF ESTIMATES

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2026 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)

LABORERS	
First year	70
Second year	90

GLAZIERS	
First year	60
Second year	70
Third year	80
Fourth 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.

APPROVE BY THE BOARD OF ESTIMATES

MCAmato

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12/18/2025

SUBTITLE 25
PREVAILING WAGES FOR WORK UNDER CONSTRUCTION CONTRACTS

§ 25-1. Definitions.

(a) *Apprentice.*

(1) The term "apprentice" as used in this subtitle means a person at least 16 years of age who has entered into a written agreement with an employer or his agent, an association of employers, or an organization of employers, or a joint committee representing both, and which shall state the trade, craft, or occupation which the apprentice is to be taught, and the time at which the apprenticeship will begin and end.

(2) All such apprenticeship agreements shall be approved by the Maryland Apprenticeship and Training Council, and certification of such approval shall be furnished to the Wage Commission.

(b) *Contractor.*

"Contractor", as used herein, shall mean the person, firm or corporation awarded a City contract or engaged in a project receiving funds from tax increment financing in excess of $10,000,000.

(c) *Subcontractor.*

"Subcontractor", as used herein, shall mean any person, firm or corporation, other than the contractor, performing any work upon the site of the project, whether subcontractor or lower tier contractor.

(City Code, 1966, art. 1, §1(c); 1976/83, art. 1, §19(parts).) (Ord. 59-1960; Ord. 67-969; Ord.73-348; Ord. 19-226.)

§ 25-2. Scope of subtitle.

(a) *City contracts over $5,000.*

This subtitle applies to each and every contract in excess of $5,000 made by the Board of Estimates (hereinafter referred to as "the City"), 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.

(b) *Tax increment financing projects over $10,000,000.*

This subtitle applies to each and every project approved by the Mayor and City Council on or after January 1, 2019, 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.

(City Code, 1950, art. 1, §14(intro par.); 1966, art. 1, §16(a); 1976/83, art. 1, §19(intro).) (Ord. 45-225; Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 89-309; Ord. 19-226.)

§ 25-3. Workday.

(a) *Regular work day.*

8 hours shall constitute a regular work day for every laborer, mechanic, and apprentice working directly upon the site of the work for any contractor or subcontractor engaged in the performance of the contract.

(b) *Overtime.*

All hours worked on Saturdays, Sundays and all hours worked in excess of 8 hours per day on Monday through Friday and all hours worked on such legal holidays as shall be designated by the Board of Estimates as overtime holidays constitute overtime hours.

(City Code, 1950, art. 1, §14(a), (b); 1966, art. 1, §16(b),(c); 1976/83, art. 1, §19(a).) (Ord. 45-225; Ord. 59-1960; Ord. 67-969; Ord. 73-348.)

§ 25-4. Worker classifications.

Every such laborer, mechanic, and apprentice shall be properly classified according to his trade and skill into a classification specifically set forth in the contract, which classification has been established by the Board of Estimates as provided herein.

(City Code, 1976/83, art. 1, §19(b).) (Ord. 67-969; Ord. 73-348.)

§ 25-5. Prevailing wages - In general.

(a) *Payment required.*

(1) Every mechanic, laborer, and apprentice shall be paid not less often than once a week, and without subsequent deduction or rebate on any account (except payroll deductions as are directed or permitted by law, by a collective bargaining agreement, or by specific written authorization from an employee), the full amount due at the time of payment computed at wage rates not less than the prevailing hourly wage rate established by the Board of Estimates and set forth in the contract.

(2) No hourly employee, other than an apprentice, working directly upon the site of the work, may be paid less than the amount established for the lowest classification on the project.

(b) *Rates to be posted.*

(1) A copy of the prevailing hourly wage rates shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by the workers.

(2) If a copy of the prevailing hourly wage rates is not posted, the contractor shall forfeit and pay to the City a penalty in the amount of $20 per day for each day on which the copy is not posted. Each day's violation constitutes a separate offense.

(City Code, 1950, art. 1, §14(d); 1966, art. 1, §16(e); 1976/83, art. 1, §19(c)(1).) (Ord. 45-225; Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 89-309; Ord. 08-085.)

§ 25-6. Prevailing wages - Overtime.

(a) *Payment required.*

The contractor and every subcontractor shall pay every such laborer, mechanic, or apprentice compensation at the overtime rates established by the Board of Estimates, which shall not be less than 1½ times the regular hourly rate of pay, for all hours worked in excess of 8 hours in any work day, on a Saturday, Sunday or a legal holiday designated as an overtime holiday by the Board of Estimates.

(b) *How computed.*

No overtime hours, however, shall be compensated for more than once and overtime shall be paid only on the regular hourly rate of pay and not on the fringe benefits or their cash equivalents, provided for in § 25-17 of this subtitle.

(City Code, 1950, art. 1, §14(b); 1966, art. 1, §16(d); 1976/83, art. 1, §19(c)(2).) (Ord. 45-225; Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 08-085.)

§ 25-7. Prevailing wages - Sanctions for underpayment.

(a) *$50 per day.*

In the event that any such laborer, mechanic, or apprentice shall be paid less than the compensation to which he shall be entitled hereunder, the contractor shall make restitution to such affected employee for the amount due, and shall forfeit and pay to the City a penalty in the amount of $50 per day for each employee so underpaid.

(b) *Exception.*

Provided, however, that no penalty shall be assessed for wage violations to any individual which amount to a total of less than $1 in any payroll period.

(c) *Each day a separate offense.*

Each day's violation shall constitute a separate offense.

(City Code, 1950, art. 1, §14(g); 1966, art. 1, §16(h); 1976/83, art. 1, §19(c)(3).) (Ord. 45-225; Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 89-309; Ord. 08-085.)

§ 25-8. Prevailing wages - Workers' complaints.

(a) *In general.*

Any laborer, mechanic, or apprentice may within 1 year from the date of the incident file a protest in writing with the Wage Commission, objecting to the amount of wages paid for services performed by him on a public project as being less than the prevailing wages for such services.

(b) *Retaliation prohibited.*

(1) It is unlawful for any contractor or subcontractor to discharge, reduce the compensation of, or otherwise discriminate against any laborer, mechanic, or apprentice for making a complaint to the Wage Commission, participating in any of its proceedings, or availing himself or herself of any civil remedies.

(2) In such a case, the Wage Commission may, pursuant to similar procedures as provided in Article 11, Subtitle 1 of the Baltimore City Code, as amended, order appropriate restitution or the reinstatement of such employee with backpay to the date of violation.

(City Code, 1976/83, art. 1, §19(c)(4).) (Ord. 73-348; Ord. 04-672; Ord. 08-085.)

§ 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.

(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.)

§ 25-11. Required records - Delinquencies.

(a) *Payments may be withheld.*

If the contractor is delinquent in submitting his or any of his subcontractors' payrolls, processing of partial payment estimates may be held in abeyance pending receipt of the payrolls.

(b) *Fines.*

In addition, if the contractor is delinquent in submitting any payroll, the contractor shall forfeit and pay to the City a penalty of $10 for each calendar day that the weekly payroll is late.

(City Code, 1966, art. 1, §16(h); 1976/83, art. 1, §19(d)(3).) (Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 08-084.)

§ 25-12. Mechanics, apprentices, and laborers.

(a) *Mechanics and apprentices.*

(1) On any project which is operating under a contract pursuant to the provisions of this subtitle, only competent mechanics and their apprentices of the trades, crafts, and occupations involved shall be employed by the contractor and his subcontractors on the project, provided that for each such project, the ratio of mechanics to apprentices for each trade craft or occupation shall be as established by the Maryland Apprenticeship and Training Council in connection with an approved apprenticeship program.

(2) Provided, that whenever an apprentice is employed on any project which is operating under a contract pursuant to the provisions of this subtitle, the Wage Commission shall be notified of such employment.

(b) *Laborers.*

(1) Nothing in this subtitle prevents the employment of laborers to perform work not ordinarily performed by a skilled mechanic or his or her apprentice of the trade, craft, or may perform work ordinarily performed by a skilled mechanic or apprentice of the trade, craft, or occupation.

(2) Where a laborer performs the work ordinarily performed by any skilled mechanic or his or her apprentice, she or he shall be paid for the entire time she or he has performed that work at

the prevailing hourly wage rate applicable to a skilled mechanic; and in the event of underpayment, restitution shall be made by the contractor to the employee and in addition, the contractor shall be subject to a penalty as set forth in this section.

(c) *Penalties.*

(1) If the contractor or subcontractor utilizes more apprentices than permitted under the ratio established under the provisions of this subtitle, the contractor shall forfeit and pay to the City a penalty in the amount of $20 per day per employee for each violation. Each day's violation shall constitute a separate offense.

(2) If the contractor or subcontractor pays an employee a laborer's wage rate when the employee is performing work ordinarily performed by a skilled mechanic or a skilled mechanic's apprentice, the contractor shall forfeit and pay to the City a penalty in the amount of $50 per day per employee for each violation. Each day's violation shall constitute a separate offense.

(City Code, 1966, art. 1, §1(a), (b); 1976/83, art. 1, §19(e).) (Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 89-309; Ord. 08-085.)

§ 25-13. Withholding payments.

(a) *For outstanding obligations.*

The City may withhold or cause to be withheld from the contractor so much of the accrued payments as may be considered necessary:

(1) to pay such laborers, mechanics, and apprentices employed by the contractor or any subcontractor the full amount of wages required by the provisions of this subtitle; and

(2) to satisfy any liability of any contractor or subcontractor for any penalties as provided herein.

(b) *For failure to post rates.*

The City may also withhold payments from any contractor who has failed to post and keep posted a copy of the regular hourly rates as required herein, until such default shall have been corrected.

(City Code, 1976/83, art. 1, §19(f).) (Ord. 67-969; Ord. 73-348.)

§ 25-14. Investigations.

(a) *Agency to report irregularity.*

It shall be the responsibility of the contracting agency to promptly examine all weekly project payrolls submitted by contractors and subcontractors working upon the job site for compliance with the provisions of this subtitle and the regulations promulgated in pursuance thereof and to report any irregularities to the Wage Commission.

(b) *Commission to investigate.*

(1) The Wage Commission shall cause investigations to be made as may be necessary to determine whether there has been compliance with the provisions of this subtitle and the regulations promulgated thereunder, and contained in the contract.

(2) The contractor and subcontractors shall permit representatives of the City to observe work being performed upon the work site, to interview employees, and to examine the books and records relating to the payrolls on the project being investigated to determine the correctness of classifications, ratios or apprentices to mechanics and any payment of proper regular and overtime rates as required.

(3) Complaints of alleged violations shall be investigated promptly and statements, written or oral, made by an employee shall be treated as confidential and shall not be disclosed to his employer without the consent of the employee.

(c) *Subpoenas.*

(1) If necessary for the enforcement of this subtitle, the Wage Commission may issue subpoenas, compel the attendance and testimony of witnesses and the production of books, papers, records, and documents relating to payroll records necessary for hearings, investigations, and proceedings.

(2) Any such subpoena shall be served by the Sheriff of Baltimore City or any of his deputies.

(3) In case of disobedience to a subpoena, the Wage Commission may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the production of books, papers, records, and documents. Said court, in case of contumacy or refusal to obey any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records and documents, as the case may be, is relevant or necessary for such hearings, investigations or proceedings of the Wage Commission, may issue an order requiring the attendance or testimony of such witnesses or the production of such books, papers, records and documents, and any failure to obey such order of court may be punishable by the court as contempt thereof.

(City Code, 1976/83, art. 1, §19(g)(1), (2).) (Ord. 67-969; Ord. 73-348.)

§ 25-15. Penalties.

(a) *Debarment for 1 year.*

If the Board of Estimates, upon recommendation from the Wage Commission after notice and hearing, determines that any contractor or subcontractor has failed to pay the prevailing wage rate or has otherwise violated the provisions of this subtitle and that the failure was intentional, no contract may be awarded to that contractor or subcontractor, or to any firm, corporation or partnership in which that contractor or subcontractor has an interest until 1 year has elapsed from the date of the determination.

(b) *Criminal penalties.*

(1) And provided, further, that any such intentional violation of the provisions of this subtitle shall be a misdemeanor, punishable upon conviction by a fine of not more than $500.

(2) Proceedings before the Wage Commission shall not be considered a precondition to criminal prosecution under this subtitle.

(City Code, 1950, art. 1, §14(g); 1966, art. 1, §16(h); 1976/83, art. 1, §19(g)(3).) (Ord. 45-225; Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 08-085.)

§ 25-16. Schedules of prevailing wage rates.

(a) *Board of Estimates to adopt, review, and revise.*

(1) The Board of Estimates may adopt, establish, repeal, modify, change, or amend, from time to time, schedules of prevailing hourly wage rates to be paid to all classes of laborers, mechanics, or apprentices directly employed by any contractor or any subcontractor on the site in any of the various types of work or projects mentioned in or contemplated by this subtitle.

(2) These schedules of prevailing hourly wage rates shall be reviewed and revised by the Board of Estimates at least once every year to conform to the area prevailing hourly wage rates.

(b) *Basis of revision.*

(1) The revision may be based on recommendations by the prevailing wage section of the Wage Commission.

(2) The schedules of prevailing hourly wage rates, including overtime rates for all hours worked on Saturdays and Sundays, and all hours worked in excess of 8 hours per day on Monday through Friday, and all hours worked on legal holidays designated as overtime holidays by the Board of Estimates may not be less in amount than the general prevailing hourly wage rates being paid to laborers, mechanics, and apprentices for doing work of a similar character in the locality in which the project is located.

(3) These general prevailing hourly wage rates shall be determined by the Board of Estimates whose decision in the matter is final.

(c) *Authority of Board not restricted.*

Nothing in this Ordinance limits or restricts in any way the power and authority of the Board of Estimates to classify the type of work to be done for the Mayor and City Council of Baltimore and to establish schedules of prevailing hourly wage rates for these classifications.

(City Code, 1950, art. 1, §15; 1966, art. 1, §18; 1976/83, art. 1, §20.) (Ord. 45-225; Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 08-085.)

§ 25-17. "Prevailing" wage rates defined; obligation to pay.

(a) *Definitions.*

(1) In this subtitle,"prevailing hourly wage rate(s)" includes:

(i) the regular hourly rate of pay; and

(ii) the amount of:

(A) the rate of contribution irrevocably made by a contractor, subcontractor, or third person pursuant to a fund, plan, or program that provides for medical or hospital care, pensions on retirement or death, compensation for time lost from work due to injuries or illness, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of these, for unemployment benefits, life insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by federal, state, or local law to provide any of these benefits; and

(B) the rate of costs to the contractor or subcontractor that may be incurred in providing the fringe benefits specified in subparagraph (A) to laborers, mechanics, and apprentices pursuant to an enforceable commitment to carry out a financially responsible plan or program that is communicated to the laborers, mechanics, and apprentices affected.

(2) The amount referred to in paragraph (1)(ii)(A) shall be determined by the Board of Estimates on the basis of those fringe benefits found to be generally prevailing for laborers, mechanics, and apprentices doing work of a similar character in the locality in which the project is located. The decision of the Board of Estimates is final.

(b) *Obligation to pay.*

The obligation of a contractor or subcontractor to make payment in accordance with the schedules of prevailing hourly wage rates established by the Board of Estimates and fixed in contracts under this subtitle may be discharged by making payments in cash, by making contributions of any type referred to in subsection (a)(1)(ii)(A), or by assuming a plan or program of a type referred to in subsection (a)(1)(ii)(B), or any combination of these, where the aggregate of the payments, contributions, and costs is not less than the rate of pay described in subsection (a)(1)(i) plus the amount referred to in subsection (a)(1)(ii).

(City Code, 1976/83, art. 1, §21.) (Ord. 67-969; Ord. 73-348; Ord. 08-085.)

§ 25-18. Board of Estimates to adjudicate and assess.

(a) *In general.*

The Board of Estimates is hereby authorized and empowered to make any and all rules and regulations from time to time, that may be necessary to effectuate the purpose of this subtitle,

including, but not limited to, the authority to make a final determination as to the amount of restitution and the amount of liquidated damages to be assessed for violations of the provisions of this subtitle.

(b) *Private action not precluded.*

In no event shall such determination of restitution preclude an employee from instituting suit to recover any underpayments due him.

(City Code, 1950, art. 1, §16; 1966, art. 1, §19; 1976/83, art. 1, §22.) (Ord. 45-225; Ord. 67-969; Ord. 73-348.)

§ 25-19. Effect of federal law.

(a) *Agreements with federal government.*

In case of any conflict between any provision of this subtitle or any minimum wage rate or any rule or regulation established or adopted by the Board of Estimates under the authority of this subtitle, and any provision of, or minimum wage rate or rule or regulation established by, contained or provided in, or contemplated by, any agreement, and any papers forming a part thereof, between the Mayor and City Council of Baltimore and the federal government, or any agency thereof, then the provision or minimum wage rate or rule or regulation of such agreement shall control.

(b) *Suspension of Davis-Bacon Act.*

(1) In the event that the provisions of the Federal Davis-Bacon Act are suspended as authorized by § 6 of said Act then the Board of Estimates, during the period of such suspension of the Davis-Bacon Act, may suspend the application of the provisions of this subtitle with respect to any project upon which the United States Secretary of Labor would have been required to make a prevailing wage determination under said Davis-Bacon Act.

(2) Provided that if only a portion of a particular project requires a prevailing wage determination by the United States Secretary of Labor, the Board of Estimates may suspend the application of the provisions of this subtitle with respect to that portion only or with respect to the entire particular project in its discretion.

(3) Provided, however, that nothing herein contained shall be deemed to affect in any manner the provisions of this subtitle as they apply to non-federally funded projects.

(City Code, 1950, art. 1, §17; 1966, art. 1, §20; 1976/83, art. 1, §23.) (Ord. 45-225; Ord. 71-1020.)

§ 25-20. Existing contracts excepted.

Nothing contained herein shall in any manner affect or apply to any existing contract to which the Mayor and City Council of Baltimore is a party or to any contract that the Mayor and City Council of Baltimore may enter into pursuant to invitations for bids issued by the municipality prior to October 1, 1945.

(City Code, 1950, art. 1, §18; 1966, art. 1, §21; 1976/83, art. 1, §24.) (Ord. 45-225.)

§ 25-21. Inconsistent laws repealed.

Any and all laws or ordinances and any and all parts of any and all laws or ordinances in force in the City of Baltimore inconsistent with the provisions of this subtitle are hereby repealed to the extent of any such inconsistency.

(City Code, 1950, art. 1, §19; 1966, art. 1, §22; 1976/83, art. 1, §25.) (Ord. 45-225.)

§ 25-22. Severability.

In case it be judicially determined that any phrase, clause, sentence, paragraph, section or part in or of this subtitle, or the application thereof to any person or circumstance, is invalid, the remaining provisions and the application of such provisions to other persons or circumstances shall not be affected thereby, the Mayor and City Council hereby declaring that they would have ordained the remaining provisions of this subtitle without the phrase, clause, sentence, paragraph, section or part, or the application thereof, so held invalid.

(City Code, 1950, art. 1, §20; 1966, art. 1, §23; 1976/83, art. 1, §26.) (Ord. 45-225.)

§ 25-23. Effect of repeal.

The repeal by this subtitle of any provision of law shall not revive any law heretofore repealed or superseded, nor shall any such repeal affect any act done, liability incurred, or any right accrued or vested, or affect, or abate, or prevent any right or penalty or punishment of any offense under the authority of such repealed laws.

(City Code, 1950, art. 1, §21; 1966, art. 1, §24; 1976/83, art. 1, §27.) (Ord. 45-225.)

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.

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.)

ABC CONSTRUCTION COMPANY
1111 ANYWHERE
CITY, STATE ZIP CODE

CERTIFIED PAYROLL REPORT

SAMPLE

PERIOD: JAN 1, 1900 THRU JAN 15, 1900

EMPLOYEE NAME	EMPL. ID NO.	ETHNICITY	GENDER	JOB TITLE	PAY RATE	HOURS	O.T. HOURS	GROSS AMT	DEDUCTIONS		NET AMT.
JAMES DOE	1234-56	HISPANIC AMERICAN	MALE	FOREMAN	40.00	REG HOUR	40.00	1,600.00	FED WTHHOLD	326.80	
					60.00	O.T. HOURS	2.00	120.00	SOC SEC TAX	103.20	
									MEDICARE TAX	24.42	
									STATE TAX	130.51	
									HEALTH BEN	100.89	
TOTAL								$ 1,720.00		$ 685.82	$ 1,034.18
JACK SPRATT	8970-10	CAUCASIAN	MALE	LABORER	15.00	REG HOUR	40.00	600.00	FED WTHHOLD	122.55	
					22.50	O.T. HOURS	2.00	45.00	SOC SEC TAX	38.70	
									MEDICARE TAX	9.16	
									STATE TAX	48.94	
									HEALTH BEN	37.83	
TOTAL								$ 645.00		$ 257.18	$ 387.82
NICK CLAUSE	4321-65	CAUCASIAN	MALE	DRIVER	19.00	REG HOUR	40.00	760.00	FED WTHHOLD	144.40	
					28.50	O.T. HOURS		-	SOC SEC TAX	45.60	
									MEDICARE TAX	10.79	
									STATE TAX	57.67	
									HEALTH BEN	44.58	
TOTAL								$ 760.00		$ 303.04	$ 456.96

SC-2 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 with 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.

SC-3 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
Room One
Abel Wolman Municipal Building
Baltimore, Maryland 21202

SC-4 CONTRACTOR TO EXECUTE REQUIRED DOCUMENTS AND START WORK PROMPTLY

Replace Section 00 51 00.07 of the Standard Specification 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-5 HAZARDOUS MATERIALS (ASBESTOS, LEAD PAINT, PCB's, ETC.)

If in the course of work on this project the Contractor should observe or become aware of material which is believed to be hazardous, whether it impacts the work to be done or not, the Contractor is required to inform the Engineer of such in writing without delay.

SC-6 OVERTIME REIMBURSEMENT

The Contractor shall reimburse the City for inspection and 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. For all holidays or City non-work days refer to the Baltimore City Labor Commissioner at http://labor-commissioner.baltimorecity.gov/official-city-holidays. 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 on the project while the overtime work is ongoing. The Contractor should assume that, if one (1) to two (2) crews are working, one (1) inspector will be on site. If three (3) to five (5) crews are working, two (2) inspectors will be on site. If more than five (5) crews are working, three (3) inspectors will be on site. This overtime reimbursement will not apply to overtime work done at the City's request due to no fault of the Contractor.

SC-7 PROJECT IDENTIFICATION

To Section 01 58 00 **PROJECT IDENTIFICATION** add:
The Contractor shall furnish, install, and maintain project signs in accordance with the City Of Baltimore DPW Specifications for Materials, Highways, Bridges, Utilities, and Incidental Structures, 2006 version, using the design listed below and at a location as directed by the Engineer.

4' x 8'

The contractor shall also furnish, install, and maintain a 48"x96" "Coming Soon" sign at a location directed by the Engineer. Engineer to supply graphic file for printing." Fabrication and installation shall occur as soon as possible after the project is awarded.

SC-8 MONTHLY ESTIMATES AND PAYMENTS

To Section 01 29 76 PROGRESS PAYMENT PROCEDURES of the City of Baltimore, DPW – Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, add:

Pursuant to the City of Baltimore Guidelines for the Performance Evaluation of Design Consultants and Construction Contractors, a Contractor achieving two consecutive "A" evaluations can request that the retainage for the Contract be reduced from 5% to 1.5% at the 50% payment earned (excluding stored material) milestone. The request shall be accompanied by a document from the Surety indicating approval of said reduction. A Contractor shall remain eligible for this reduction in retainage by maintaining an "A" rating. If a subsequent evaluation is less than an "A" rating, 10% monthly retainage shall re-commence until retainage again amounts to 5% of the Contract value. Retainage will not be released until

final payment (unless partially released in a semifinal payment). When the amount earned during any one month or period, less the appropriate retained percentage shall be less than Five Hundred Dollars ($500.00), no payment will be made except on the last current estimate, until the total amount earned, less retained percentage, since the last preceding payment is at least Five Hundred Dollars ($500.00). The appropriate retained percentage shall be deducted from each and every estimate made under the entire Contract and shall be retained until final completion of all work covered by the Contract, notwithstanding any provision to the contrary that may appear in the Contract Documents.

Vendors are reminded that under Baltimore City Code Section 28-55, payments for subcontractors must be mailed, delivered, or transferred to subcontractors no later than seven (7) days after a contractor receives payment from the City.

SC-9 ACCESS TO WORK

To Section 01 45 15 of the City of Baltimore, DPW – Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, add:

Provide eight (8) foot temporary chain link fence to prevent unauthorized entry to construction areas and to protect work and existing facilities.

SC-10 TEMPORARY ELECTRICAL SERVICES

To Section 01 51 13 of the City of Baltimore, DPW – Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, add:

Any temporary electric supply required shall be furnished by the Contractor at his own expense.

SC-11 PROGRESS SCHEDULE

Replace Section 01 32 16 of the City of Baltimore, DPW – Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, with:

A. Within fifteen (15) days after the award of the Contract, the Contractor shall submit to the Engineer, for approval, a complete progress schedule for the work to be done. The progress schedule shall show the number of locations where work is proposed to be done at the same time, the kind of work so scheduled, and the dates the different kinds of work are scheduled to begin and to be completed.

   Allowance in the schedule shall be made for normal interruptions to operations due to Repairs and maintenance of equipment and delays which are likely to be encountered due to weather conditions and otherwise unforeseen factors. The schedule shall demonstrate that the Contractor will complete the work within the time specified and the Contractor shall give evidence of his ability to carry out the work in accordance with the schedule.

B. The schedule or chart shall be made of reproducible paper. After approval,

the Engineer will reproduce two copies of the schedule or chart. One schedule or chart will be given to the Contractor and shall be retained in his field office and kept up to date by the Contractor's field superintendent. The second schedule or chart will be held in the field office of the Engineer and will be kept up to date by the field representative.

C. If, in the opinion of the Engineer, construction progress has been or will be materially affected by changes in the Plans or in the quantities of work, or if the Contractor's performance has failed materially to confirm to the approved schedule, the Contractor shall, upon request by the Engineer, submit a revised schedule of operations for approval. Approval of the Contractor's progress schedules by the Engineer, shall in no way justify the schedules, but simply indicate concurrence in their reasonableness and feasibility on the assumption that the Contractor will make every effort required to meet them. Existence of a current and approved progress schedule shall be a condition precedent to the processing and payment of any partial pay estimate.

SC-12 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-13 TRANSFER OF NPDES DISCHARGE PERMIT TO CONTRACTOR

A. The following applies to all jobs one acre or greater requiring a Discharge Permit. Upon issuance of Notice to Proceed, the Contractor shall be required to sign a Transfer of Authorization form for the National Pollutant Discharge Elimination System (NPDES) Discharge Permit for stormwater associated with construction activities to be submitted to the Maryland Department of Environment (MDE). The City is required to get this permit prior to bid opening. By signing the Transfer of Authorization form the Contractor will become the permit holder and must prepare and maintain a construction activity logbook in accordance with the NPDES Discharge Permit and must implement all sediment control measures as shown on the approved erosion and sediment control plans, in addition to all other items in the permit. Transfer of authorization to the Contractor for this permit must be done during the pre-construction meeting with the Department of Recreation and Parks and the Contractor.

B. The Contractor will be required to pay any fines issued by but not limited to; MDE, the Environmental Protection Agency, the City, or the appropriate local jurisdiction for failure to abide by the requirements stipulated in this permit once the transfer of authorization becomes effective by MDE.

SC-14 EXTRA WORK CERTIFICATES

Samples of the Extra Work Certificates required by the City of Baltimore, DPW – Specifications for Material, Highways, Bridges, Utilities and Incidental Structures Section 01 29 79 are included on the following page.

SC-15 PAYMENT TO SUBCONTRACTORS

In accordance with the Baltimore City code, Article 5, 28-55, the payment to the subcontractors must be made within seven (7) days after the prime contractor receives payment from the City. All other terms and conditions of the Baltimore City Code, and Baltimore City Standard Specifications shall apply.

SC-16 CONTRACTOR QUALITY CONTROL

Supplement section 01 45 00 with:

1.01 Within fifteen days after Notice to Proceed has being issued, Contractor shall submit a quality control plan to Engineer for review.

A. Contractors Quality Control Plan shall include but not limited to.

- Definable features of work
- Assigned individuals, independent testing agencies and manufacturers who will be responsible for the contractor required testing and inspections.
- Contractor shall submit for approval independent testing agencies for all necessary testing and inspection required for the contractor's quality control program.

- The contractor shall also provide resumes of individuals who are assigned to perform required inspections as part of the Contractors quality control program.
- The contractor shall also provide a description of how contractor will verify and document, contract and specification compliance.

- A testing plan listing and describing types of required testing for all definable feature of work, the governing agency standards and methods contractor will use. The testing plan shall also describe testing procedures, including equipment, materials and chemicals used. Points of injection, sample points, injection equipment, drain and discharge ports, and point of discharge, particularly if discharge will be into the City's sewer or storm drain system.

- Testing logs and schedules. Logs shall include all required tests and inspections, locations of tests, date of tests, type of test, length of test for all definable features of work. Special consideration will be paid to all piping to be tested in regards to lengths of piping and appurtances tested, testing pressures, amounts of chemicals used for disinfection, chlorine residual results, disinfection results, dates of test results, and if test was successful or a re-test is required.
- Testing shall be shown in the project's CPM schedule and shall be cost loaded and show expected durations.

- Contractor shall keep up to date and accurate documentation of all testing performed, including all testing and results from City performed tests.

- Contractor shall provide to the Engineer, copies of all field reports, and certified lab reports from all testing agencies, agents, and manufacturers.
- Inspection plan. Contractor shall perform all required inspections for compliance on delivered materials and or equipment and document the results. If any deficient and or non-compliant materials or equipment are encountered, contractor shall immediately inform the Engineer, and shall clearly mark the deficient/non-conforming materials or equipment as such, so these materials or equipment shall not to be used. Contractor shall remove them from site immediately.
- Provide updated testing documents to the City for review on a monthly basis.
- Contractor shall provide to the Engineer Certificates of Proper Installation (COPI) for all equipment, and machinery installed. COPI shall be signed by the manufacturer, the contractor and the City of Baltimore or their appointed representatives. Contractor shall demonstrate to the City of Baltimore that all equipment, machinery, and appurtances installed as part of the contract operate in accordance with the contract requirements. City and contractor shall both sign a certificate of acceptance. City will not accept any deliverable without a COPI and certificate of acceptance. City of Baltimore reserves the right to withhold payment until such certificates are provided to the Engineer as part of the required close out documents.
- Contractor shall at all times keep on site all quality control documentation for review.

B. Contractor shall be responsible for all quality control requirements of their sub-contractors.

C. Contractor shall notify City of Baltimore a minimum of 2 working days in advance, in writing for any testing and or inspections to be performed, either by Contractor or by the City of Baltimore or their respective sub-contractors.

1.2 Testing

A. All required testing to be performed by the Contractor or approved contractors testing agencies shall be incidental to the work being performed at no additional cost to the City.

B. Contractor shall be responsible for testing density and compaction of all backfill materials per required specifications. All testing shall be incidental to the work being performed at no additional cost to the City

C. Contractor shall be responsible for the testing of all cast in place concrete per required specifications. All testing shall be incidental to the work being performed at no additional cost to the City.

D. All required testing to be performed by the Contractor shall be stated in the contract specifications. Direction to the Engineer

E. The cost of any retest due the Contractors, negligence, neglect or work failing to meet the required specification shall be borne solely by the Contractor. Contractor shall not be allowed to claim for delay due to any failing tests.

3.0 Failure on the part of the City of Baltimore and or its sub-contractors and or appointed agents to implement specific testing and inspections as part of the contract testing and inspection requirements, shall not relieve the contractor of his obligations to perform the necessary testing and inspections in accordance with the contract requirements.

SC-17 COMPENSATION, LIABILITY AND PROPERTY DAMAGE INSURANCE

Refer to Section 00 73 16.01 in the City of Baltimore DPW Specifications for Materials, Highways, Bridges, Utilities, and Incidental Structures 2006. Modifications to Section 00 73 16.01 for this project are outlined in RP 22805 Contract Volume 2, pages 116-117.

C. EXTRA WORK CERTIFICATION

CITY OF BALTIMORE
DEPARTMENT OF RECREATION AND PARKS

CONTRACT NUMBER: **RP 22805**

PROJECT: **GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS**

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:

CERTIFIED CORRECT:

_____
Name of Contractor

_____ By: _____
Date of Certification Authorized Signature

THIS FORM MUST ACCOMPANY ALL REQUESTS FOR PAYMENTS

D. SUBCONTRACTOR'S ACKNOWLEDGEMENT OF PROGRESS PAYMENTS

NOTICE: THIS FORM MUST BE COMPLETED BY ALL SUBCONTRACTORS PERFORMING SERVICES ON THIS CONTRACT.

THIS FORM IS TO BE COMPLETED WHETHER SERVICES WERE PERFORMED OR NOT AND SUBMITTED WITH EVERY PAYMENT BEFORE PAYMENT IS RELEASED. PLEASE READ IT CAREFULLY BEFORE SIGNING.

The undersigned has been paid and has received a progress payment in the amount of $_____ for labor, services, equipment, or materials furnished to

_____

(Name of General Contractor)

SERVICES PERFORMED:

_____

_____

_____

_____

TOTAL RECEIVED TO DATE: **$**_____

Is your company's work on this contract completed? ___ Yes ___ No

Subcontractor Company Name_____ Date_____

By_____

Name (Printed)

_____

Name (Signature) Title

THIS FORM MUST ACCOMPANY ALL REQUESTS FOR PAYMENTS

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 RECREATION AND PARKS

THE COMPLETE (ORIGINAL) CONTRACT BOOK AND

CONTRACT NUMBER: RP22805

DUPLICATE OF BID OR PROPOSAL MUST BE INCLUDED IN THE BID ENVELOPE

GWYNN FALLS CAMPGROUND RESTORATION & IMPROVEMENTS

III. BID OR PROPOSAL

Opening of Bids **MAY 20, 2026**

Certified Check or Bank Cashier's Check or Bank Treasurer's Check or Bid Bond Equal to Two Percent (2%) of Total Bid Submitted.

Days of Completion **360** Consecutive Calendar Days

Liquidated Damages **$2500.00** per Consecutive Calendar Day

Made this _____day of _____20_____

By _____
(Name)

_____
(Address)

(NOTE: The Bidder's name and address must be inserted above, and in the case of a Firm, the name of the Firm and of each and every Member of the Firm must be inserted. In the case of a Bid submitted by or on behalf of any corporation, the name of such Corporation must be written above.) Shall sign below to signify the following:

To "The Board of Estimates of Baltimore City":

I/We, the undersigned Contractor have familiarized myself/ourselves with the requirements and stipulations of the Contract Documents, and the site of the proposed work, and fully understand and appreciate the extent and character of the work to be done under the Contract.

I/We propose to furnish all labor, materials, and equipment and to do everything except as otherwise provided in the Contract Documents.

Specifications, Special Provisions, Drawings, and/or other Contract Documents hereto attached, at the following prices:

ATTENTION ALL BIDDERS:

IN ORDER TO RECEIVE FINAL CONTRACT AWARD, A VENDOR MUST BE REGISTERED ON eMarylandMarketplace.
TO REGISTER YOUR COMPANY, CONNECT TO
www.procurement.maryland.gov
CLICK ON VENDOR REGISTRATION AND FOLLOW THE INSTRUCTIONS.

eMarylandMarketPlace (410) 767-1492.

NOTE: There is no fee to register.

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, with residence.

In case a Bid shall be submitted by or on 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 a 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.

I hereby acknowledge receipt of the following checked Addendum(s) of the Proposal, Duplicate Proposal and/or Plans.

Addendum Numbers 1___ 2___ 3___ 4___ 5___ 6___ 7___ 8___ 9___ 10___

I understand that failure to confirm the receipt of Addendum(s) may be cause for rejection of bids.

WITNESS _____ (SIGNED)_____

(TITLE)_____

WITNESS_____ (SIGNED)_____

(TITLE)_____

WITNESS_____ (SIGNED)_____

(TITLE)_____

BID ITEMS

Bid Items are distinct and separate portions of the work listed and described in the Schedule of Prices. (Below - also see Division 1 "Bid Items") The following define types of Bid Items:

Lump Sum Prices: The Contractor shall bid and accept a lump sum price for each of the "Lump Sum" items in the Bid Proposal. Said prices constitute full payment for all work called for under these items.

Unit Prices: The Contractor shall bid and accept a unit price for each of the "Unit Price" items in the Bid Proposal. Said prices represent both a Bid Item in the amount specified on the Schedule of Prices, and also the price per unit of measurements for additional materials/services if additions to the contract are required.

The total of all Bid Items, with the exception of Bid Items listed as Alternate or Contingent, will constitute the *Base Bid.* The Contract will be awarded on the basis of just the Base Bid. The Contract will not be awarded on the basis of the Total Bid (Base bid + Alternates). Acceptance of Alternates and Contingent Items for completion rests entirely with the Engineer at the Department of Recreation and Parks.

Alternate Bid Items may be increased, decreased, or eliminate entirely. Alternate items may be included in the proposal for the sole purpose of providing for either an increase or decrease in lump sum items where specifically indicated in the Construction Detail/ Specifications. Alternate Bid Item Prices shall be used in determining the "Total Bid".
Acceptance of Alternates for completion rests entirely on The Engineer at the Department of Recreation and Parks.

Contingent Bid Items are items of work performed only when ordered by the Engineer to meet unforeseen field conditions and are not shown as part of the specific scope of the work outlined by the Drawings and the Specifications. The Specifications will govern the quality of the materials and performance of the workmanship used for the Contingent items. The items will be performed only if ordered by the Engineer. The Contractor shall not have the right to demand payment for loss of profit and overhead due to the fact that these items were not used in the work or for adjustment of bid prices in the event actual quantities used exceed the estimated quantities shown on the Schedule of Prices.

Quantities used in the work by order of the Engineer will be paid for at the unit price bid.

SCHEDULE OF PRICES

THIS PROPOSAL SHALL BE FILLED IN BY BIDDER WITH PRICES WRITTEN IN WORDS AND NUMERALS. EXTENSIONS SHALL BE MADE FOR COMPLETE INFORMATION CONCERNING THESE ITEMS. SEE SPECIFICATIONS, SPECIAL PROVISIONS AND CONTRACT.

ITEM NOS	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE DOLLARS	.CTS	AMOUNT DOLLARS	.CTS
101	LUMP SUM	PROJECT COMPLETE AT_____ LUMP SUM	LUMP SUM			

END OF CATEGORY NO. 1

SCHEDULE OF PRICES

THIS PROPOSAL SHALL BE FILLED IN BY BIDDER WITH PRICES WRITTEN IN WORDS AND NUMERALS. EXTENSIONS SHALL BE MADE FOR COMPLETE INFORMATION CONCERNING THESE ITEMS. SEE SPECIFICATIONS, SPECIAL PROVISIONS AND CONTRACT.

ITEM NOS	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE DOLLARS	.CTS	AMOUNT DOLLARS	.CTS
201	1	CONTINGENT TREE REMOVAL TO GROUND PER 4" -15" DIAMETER. BREAST HEIGHT TREE _____ PER EA.	_____	___	_____	___
202	1	CONTINGENT TREE REMOVAL TO GROUND PER 15" AND ABOVE DIAMETER BREAST HEIGHT TREE _____ PER EA.	_____	___	_____	___
203	1	CONTINGENT STONE WALL REPAIRS _____ PER FACE SF	_____	___	_____	___
204	1	CONTINGENT ROCK EXCAVATION _____ PER CY	_____	___	_____	___
			_____	___	_____	___
			_____	___	_____	___

END OF CATEGORY NO. 2

SCHEDULE OF PRICES

THIS PROPOSAL SHALL BE FILLED IN BY BIDDER WITH PRICES WRITTEN IN WORDS AND NUMERALS. EXTENSIONS SHALL BE MADE FOR COMPLETE INFORMATION CONCERNING THESE ITEMS. SEE SPECIFICATIONS, SPECIAL PROVISIONS AND CONTRACT.

	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	TOTAL BID DOLLARS	CTS
	TOTAL BASE BID (USING THE FOLLOWING ITEMS) 101, 201, 202, 203, 204 _____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

TOTAL BID

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 thorough, prompt and intelligent execution and completion of the work, within the time required.

_____

Signature and Title

A. 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 will cause your bid to be found non-responsive and it will 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):

_____

_____

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):

_____

_____

_____

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).

_____

_____

_____

_____

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):

_____

_____

_____

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.

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.

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 will be considered 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 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 _____.

B. EXHIBIT I

The following information is hereby submitted by the undersigned bidder as its goals for minority manpower utilization. Minority includes Black – Negro, Spanish surname American, Oriental, and American Indian.

These goals are to be achieved on all work of the bidder during the term of his/her performance of the Contract for the trades specified below.

Trade	Minority	Total
Electricians		
Plumbers, Pipe fitters and Steamfitters		
Iron Workers, Structural and Reinforcing		
Carpenters		
Cement Masons		
Fence Erectors		
Laborers		
Pile Driver men		
Truck Drivers		
Power Equipment Operators		
Brick Masons		
Cement Finishers		
Concrete Workers		
Other – Specify		

In the event that the project, because of change orders, required trades not listed above, the Contractor shall submit a modified plan regarding the affected trade.

A breakdown of my total work force, by job category, sex, and race is as follows:

	Sex		Race		
Job Category	M	F	Black	White	Other (Specify)
Officials and					
Managers Clerical					
Skilled Craftsmen					
Semi-Skilled					
Craftsmen Laborers					

Company Name: _____

Name and Title of Individual Signing Document for Company

_____ Date: _____

(Signature)

C. MINORITY AND WOMEN'S BUSINESS OPPORTUNITY REQUIREMENTS AND FORMS

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 the requirements 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://legislativereference.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 Small and Minority Business Advocacy &

Development Office (SMBA&D) 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://baltimorecity.diversitycompliance.com/
- 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 (prime) 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 Small and Minority Business Advocacy & Development Office (SMBA&D) must approve the substitution, after the 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).

MBE and WBE participation is monitored using the Diversity Management System. You must log in and enter the needed information for each contract.
https://baltimorecity.diversitycompliance.com/

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

BALTIMORE CITY MAYOR'S OFFICE OF
Small and Minority Business
ADVOCACY & DEVELOPMENT

MBE AND WBE BID PARTICIPATION
COMMITMENT FORMS

Name of Bidder (Proposer): _____

Address: _____

Contracting Agency: **Baltimore City Recreation & Parks**

Contract (Project) Title: **GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS**

Contract Number: **RP 22805**

Total Value of Bid: $_____

Bid Due Date: **MAY 20, 2026**

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). FOR GUIDANCE SEE PART A: INSTRUCTIONS 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 by NAICS Code:
(The selected MBE and/or WBE above must be City certified for the work/service being performed. Please list each NAICS Code for services to be provided.)

_____

_____

Materials/Supplies to be furnished by MBE or WBE:

_____

Percentage of work to be performed by MBE or WBE: _____%

ONLY WHOLE NUMBERS ACCEPTED. NO DECIMALS OR FRACTIONS.

The undersigned Prime Contractor and Subcontractor agree to 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 Small and Minority Business Advocacy & Development Office (SMBA&D) 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:

PRIME CONTRACTOR'S 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** _____ **Check one.**

List the City certified Work and/or Service to be self-performed by NAICS Code:
(The Prime Contractor MBE or WBE above must be City certified for the work/service being performed) Please list each NAICS Code for services to be provided.)

_____

_____

Materials/Supplies to be furnished:

_____

Percentage of Work Prime intends to self-perform as the MBE or WBE: _____**%**

ONLY WHOLE NUMBERS ACCEPTED. NO DECIMALS OR FRACTIONS.

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the 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 Small and Minority Business Advocacy & Development Office (SMBA&D) to perform the work described above.

_____ _____
Signature of Prime Contractor **(REQUIRED)** Date

Email: _____ Phone: _____

PART D: MBE/WBE BID 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 25 % and the WBE goal of 10 %** for this contract. Contractor has achieved the following participation detailed in the executed Statement of Intent Forms:

MBE _____%

WBE _____%

ONLY WHOLE NUMBERS ACCEPTED. NO DECIMALS OR FRACTIONS.

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 Small and Minority Business Advocacy & Development Office (SMBA&D) 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 log all MBE and WBE participation information in the Diversity Management System- https://baltimorecity.diversitycompliance.com/.

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 SMBA&D.

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 BID PARTICIPATION GOAL WAIVER REQUEST FORM

Name of Bidder _____

Address _____

Contracting Agency: **Baltimore City Recreation & Parks**

Contract (Project) Number and Title: **RP22805 Gwynns Falls Campground Restoration & Improvements**

Bid Due Date: **MAY 20, 2026**

Goals on this contract..... MBE: 25 % and WBE: 10 %
I have achieved..... MBE: _____% and WBE: _____%
I am requesting a waiver of..... MBE: _____% and WBE: _____%

ONLY WHOLE NUMBERS ACCEPTED. NO DECIMALS OR FRACTIONS.

I have contacted SMBA&D for assistance: _____Yes _____No *(Check One)*

Number of MBE firms contacted: _____ *(Attach a list of names of businesses and detailed efforts taken secure their participation.)*

Number of WBE firms contacted: _____ *(Attach a list of names of businesses and detailed efforts taken to secure their participation.)*

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 & SMBA&D 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 have viewed the Diversity Management System website- https://baltimorecity.diversitycompliance.com/

— Cover Sheet

- ❑ Include all requested information.
- ❑ You must include the total value of 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 SMBA&D 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.
- ❑ 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).
- ❑ 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 SMBA&D.
- ❑ Included the percentage of work to be applied to the applicable MBE or WBE participation goal.
- ❑ Self-performing percentage is not over 50% of value of work to be performed by your forces.
- ❑ Detailed Brief description of work to be provided.
- ❑ Detailed Materials/supplies to be provided (if applicable).
- ❑ Stated Percentage of Work the **prime intends to self-perform as the MBE or WBE.**
- ❑ Form is signed by the Bidder.

— **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.

- 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 an 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 SMBA&D certification directory, https://baltimorecity.diversitycompliance.com/ , 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"?

SMBA&D 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 SMBA&D certification directory**:
https://baltimorecity.diversitycompliance.com/
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. SMBA&D 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 SMBA&D in the bid submission.**

- There are numerous ways to identify subcontractors to participate on the contract such as: the SMBA&D certification directory, https://baltimorecity.diversitycompliance.com/ , 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 SMBA&D's directory that specialize in the services or goods required to perform the contract.

- 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 SMBA&D); 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 SMBA&D if you feel as though you have exhausted the ability to identify additional MBE/WBEs who could perform on the contract.

SMBA&D will evaluate all of the detailed efforts in determining if the bidder has exercised good faith efforts.

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

BID FORM

Contracting Agency DEPARTMENT OF RECREATION AND PARKS

Contract Project Title **RP 22805 GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS**

Scheduled Bid Due Date **WEDNESDAY, MAY 20, 2026**

THIS APPRENTICE TRAINEE FORM IS DUE WITH THE BID.

FOR MORE INFORMATION ABOUT THIS FORM OR ASSISTANCE, CONTACT:

Mayor's Office of Small Minority Business Advocacy & Development (SMBA&D)

3000 Druid Park Drive,

Baltimore, MD 21215

(410) 396-3818

Christopher Lundy, Chief

SMBA&D (July 1, 2023)

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 journeyperson 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 journeypersons 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.

Page 2

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.

Page 3

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 30th and December 31st 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: **RP 22805** DATE: _____

PROJECT NAME: **GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS**

CONTRACTOR: _____

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 HA – HISPANIC AMERICAN AI – AMERICAN INDIAN AA – ASIAN AMERICAN

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	**TOTAL**																			

14	NUMBER OF FEMALES RECEIVING TRAINING		NUMBER OF FEMALES STARTING TRAINING		NUMBER OF FEMALES COMPLETING TRAINING	
NUMBER OF NEW HIRES RECEIVING TRAINING			NUMBER IN PRENTICESHIP 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:

PREPARED BY (SIGNATURE) AND TITLE OF CITY OFFICIAL	DATE AA1

CONTRACT NO: **RP 22805**
PROJECT NAME: **GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS**

TRAINEE'S NAME: _____

CLASSIFICATION: _____

CONTRACTOR: _____
SUBCONTRACTOR: _____

START DATE: _____
WAGE RATE: _____

MONTH ____ YEAR			PHASES														
DATE	DAILY TOTAL																
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
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18																	
19																	
20																	
21																	
MONTHLY TOTAL																	
PREV. TOTAL																	
GRAND TOTAL																	
REQ'D HOURS																	

CERTIFIED CORRECT BY _____DATE:

INSTRUCTOR'S COMMENTS:

REVIEWED BY:
CITY OF BALTIMORE

SIGNATURE

DISTRIBUTION: Original Project Engineer: MWBOO (AA2A)	DATE

BALTIMORE APPRENTICE TRAINEE PROGRAM CONTRACTOR'S SEMIANNUAL TRAINEE REPORT	PROJECT NO **RP 22805**
	PROJECT NAME: **GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS**

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) ____M ____ F	2.B. ADDRESS
3. AGE OF TRAINEE	4. SOCIAL SECURITY NO.	5. EMPLOYEE STATUS (check one) ____NEW HIRE ___ UP-GRADE

6. ETHNIC GROUP DESIGNATION (check one)

Black American_____ Hispanic American_____ American Indian_____ Asian American _____ 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) ____ Apprenticeship ____ 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)

E. BALTIMORE CITY'S YOUTHWORKS

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: _____

F. *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 30th and December 31st during each year of the contract and at contract completion. Submit "Employment Reports" to:

Employ Baltimore
Mayor's Office of Employment Development
36 S. Charles Street
Baltimore, Maryland 21201
-or-
employbaltimore@baltimorecity.gov

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 for $300,000.00 or less 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:

Yvette Clark
Mayor's Office of Employment Development
36 S. Charles Street Baltimore, Maryland 21201
Phone 443-984-3014 • Fax 443-220-0510
-or-
employbaltimore@baltimorecity.gov

MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT

EMPLOY BALTIMORE Certification Statement

Contracting City Agency	Bid Number	Award Amount	Award Date
Department of Recreation and Parks	RP 22805		

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 this 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 FIRST AND LAST NAME)

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 30th and December 31st identifying the total number of workers on this project and 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 or any retainage due.

Signature: _____ Telephone _____

Title: _____

Email: _____

Company Address: _____

Send to: Yvette Clark
Employ Baltimore-Mayor's Office of Employment Development
36 S. Charles Street
Baltimore, Maryland 21201
Phone 410-545-1603
employbaltimore@baltimorecity.gov

MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT

EMPLOY BALTIMORE EMPLOYMENT REPORT

Contracting City Agency	
Bid/Contract Number & Name	
Contract Start Date	
Contract End Date	

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 30th and December 31st 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
36 S. Charles Street
Baltimore, Maryland 21205

- or email –

employbaltimore @baltimorecity.gov

The Employment Report below is hereby submitted by the undersigned for the period: (check one)

_____December 31, 20__ _____June 30, 20___ _____ End of Contract- Date _____

Number of total workers on payroll for this contract	
Number of Baltimore City residents on payroll for this contract	
Number of new positions filled by Baltimore City residents	

Vendor/ Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT

Mayor's Office of Employment Development
Employer Services

OUR MISSION

We provide workforce solutions, connecting businesses of all sizes with qualified career seekers, and offer complimentary recruitment, training, and retention services. Our mission is to enhance economic justice, strengthen Baltimore City's workforce, and drive economic growth by supporting local employers, ultimately promoting a thriving local economy.

CONTACT US

moed.baltimorecity.gov

business2@baltimorecity.gov

SCAN

"From informational sessions to career fairs, MOED's recruitment efforts have helped us build our local workforce."

Hatzel & Buehler

OUR PARTNERS: Baltimore Development Corporation · BALTIMORE PENINSULA · VISIT BALTIMORE · DOWNTOWN PARTNERSHIP

OUR SERVICES

- No cost job posting, outreach and customized recruitment
- Pre-screening, assessment, and job matching of applicants
- Industry-specific recruitment and retention plans
- Labor market analysis
- Tax credit incentives information
- Layoff aversion and rapid response services
- Connection to state and local government agencies
- Connections to educational and training institutions

TARGET INDUSTRIES

- Healthcare
- Government
- IT/Tech Bioscience
- Business Services (non-profits, educational services)
- Manufacturing
- Warehouse & Logistics

OUR IMPACT

2,338 job placements

4,909 services rendered to businesses

255 businesses serviced

This information pertains exclusively to the Employer Services Division (ESD) for the fiscal year 2024. It does not represent the Mayor's Office of Employment Development (MOED) as a whole.

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 programs.

Customized Training is a business-driven program that helps companies train and hire people to fit their job-specific needs. Business Services recruits and pre-screens training applicants. The available positions must be full-time and meet minimum salary requirements. Companies accepting Customized Training grants must agree to hire successful participants. The training can be employer-based, on-the-job, or offered by qualified vendors.

Maryland Business Works enables small businesses and/or companies in high-growth industries to upgrade the skills of their existing employees. Businesses can access grants (at no cost) to support their current staff development needs. This funding encourages promotion, creates additional job opportunities and improves worker retention by increasing employee skill levels. The training course and training vendor is selected by the business to ensure an accurate fit!

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:
Yvette Clark
Employ Baltimore
Mayor's Office of Employment Development
36. S. Charles Street
Baltimore, Maryland 21201
Phone 443-984-3014. • Fax 443-220-0510
employbaltimore@baltimorecity.gov

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 sign and include this document in your bid package.)

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 Section 27-1 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 5th 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 Section 27-1 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

MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT

LOCAL HIRING EMPLOYMENT REPORT

The City of Baltimore Local Hiring Law Section 27-1 requires businesses to complete and submit this Employment Report by the 5th day of each month for the duration of the City contract award or city-subsidized project. Intentional violation of any provision of the Law may result in disbarment and/or criminal penalties.

Vendor/Business Name		
Contracting City Agency		
Bid/Contract Number/Name		
Contract Award Date		
Contract Start / End Date		
Are you a Subcontractor?	**Y/N**	**Prime Contractor**

Business Representative Name _____ Title: _____

Email Address _____ Telephone # _____

Workforce Activity–To be completed by the Contractor **Report Period: Month _____ Year_____**

1.Employees needed/on payroll for the contract	
2.Baltimore City Residents on payroll for this contract	
3.Current employees transferred from other projects to work on this contract	
4. New job openings created	
5.Job openings listed with MOED	
6.Total of all new employees hired this month (Please complete new hire data form if applicable)(pg.2)	
7.Total Baltimore City Residents hired this month	

Send completed Employment Reports to:

Mayor's Office of Employment Development
36. S. Charles Street
Baltimore, Maryland 21201
or e-mail: hirelocal@oedworks.com

My signature certifies that the workforce activity reported below is accurate based on the company payroll records

Signature _____ Date _____

1. Please indicate the # of employees on payroll for this project.
2. Please indicate the # of City residents on payroll for this project.
3. Please indicate the # of workers transferred from other projects to work on this project.
4. Please indicate the # of new job openings created for this project.
5. Please indicate the # of openings posted with MOED.
6. Please indicate the # of new employees hired this month.(Please complete the New Hire Employment Report)
7. Please indicate the # of Baltimore City residents hired this month.

SAMPLE

LOCAL HIRING REPORT-NEW HIRE DATA

Please complete the information below for each new working hired during the report period. Email completed form to hirelocal@oedworks.com

Company Name:	
Contract #/Name:	
City Agency:	

Report Period:	**Month:**		**Year:**						
Hire Date	**Job Title**	**Wage**	**Benefits Offered? Y/N**	**Last Name**	**First Name**	**SS # - Last 4 digits**	**Address**	**City, State Zip Code**	**Referral Source**

Sample

INSTRUCTIONS:

1. **Company Name/Contract/Name #**: Please indicate your full company name, the contract # and/ name of your contract with the City of Baltimore.
2. **City Agency**: Please indicate the city agency who contacted you for your award. This information can be found in your Notice to Proceed.
3. **Report Period**: Please enter the reporting month and year for your Local Hiring Law Report.
4. **Hire Date**: Please enter the employment start day for your new hire.
5. **Job Title**: Please enter the official title for your new hire.
6. **Wage**: Please enter the hourly wage for your new hire.
7. **Benefits Offered?** : Will benefits be offered to your new hire within the next 12 months?
8. **Last Name/First Name:** Please indicate the full last name and first name of your new hire.
9. **Social Security #**: Please indicate the full social security number for your new hire.
10. **Address**: Please indicate the full address for your new hire, including zip code.
11. **Referral Source:** Please indicate the referral source for your new hire. For example, MOED, Staffing Company, Employer (your own recruit)

G. 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 RP 22805 GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS.**

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

_____
Signature

_____
Signature

_____
Print Name/Title (SEAL)

ATTEST:

SURETY

_____
Signature

_____
Signature

_____
Print Name/Title (SEAL)

IV. 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".

WHEREAS, the Contract designated as **RP 22805 GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS** 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 RECREATION AND PARKS
CONTRACT **RP 22805**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Hana Rose Kondratyuk,
Chief Solicitor

APPROVED:

_____
Chief, Recreation and Parks Capital Development and Planning

APPROVED:

_____
Director, Recreation and Parks

APPROVED BY BOARD OF ESTIMATES:

_____
Clerk Date

V. BONDS

A. 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 RECREATION AND PARKS Contract **RP 22805** **GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS**	Date of Contract _____, 2026 Date Bond Executed _____, 2026

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	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

PERFORMANCE BOND

APPROVED:

_____
Mayor of Baltimore City

_____
Comptroller

APPROVED:

_____
Chief, Capital Development
Department of Recreation and Parks

_____
Director, Department of Recreation and Parks

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Hana Rose Kondratyuk,
Chief Solicitor

APPROVED BY BOARD OF ESTIMATES:

_____
Clerk Date

B. 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 RECREATION AND PARKS Contract **RP 22805** **GWYNNS FALLS CAMPGROUND RESTORATION & IMPROVEMENTS**	Date of Contract _____, 2026 Date Bond Executed _____, 2026

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:

_____
Mayor of Baltimore City

_____
Comptroller

APPROVED:

_____
Chief, Capital Development
Department of Recreation and Parks

_____
Director, Department of Recreation and Parks

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Hana Rose Kondratyuk,
Chief Solicitor

APPROVED BY BOARD OF ESTIMATES:

_____
Clerk Date