

CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF ENGINEERING AND CONSTRUCTION

ADDENDUM NO. 3

March 24, 2026


FOR DRAWINGS, SPECIFICATIONS, PROPOSAL, CONTRACT AND BOND

**FOR SANITARY CONTRACT NO. 949RR - STONY RUN WASTEWATER PUMPING STATION
UPGRADES AND BROOKLYN WASTEWATER PUMPING STATION VACUUM PRIMING SYSTEM
MODIFICATIONS**


FOR THE MAYOR AND CITY COUNCIL OF BALTIMORE

TO BIDDERS: PLEASE ATTACH TO YOUR CONTRACT DOCUMENTS. THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS ON WHICH THE CONTRACT WILL BE BASED, AND IS ISSUED TO MODIFY, EXPLAIN AND/OR CORRECT THE ORIGINAL DRAWINGS AND SPECIFICATIONS. PLEASE ACKNOWLEDGE THIS ADDENDUM ON THE BID PROPOSAL PAGE WHERE INDICATED. IF THIS DOCUMENT HAS BEEN RECEIVED VIA EMAIL, A CONFIRMATION EMAIL REPLY MUST BE SENT BY BIDDER WITHIN 24 HOURS CONFIRMING RECEIPT OF THE ADDENDUM TO DPWCONTRACTADMIN@BALTIMORECITY.GOV. IF EMAIL ACKNOWLEDGMENT IS NOT RECEIVED BY DPW, YOUR BID MAY BE REJECTED.

APPROVED:



TIMOTHY W. WOLFE, PE, BCEE
CHIEF
OFFICE OF ENGINEERING AND CONSTRUCTION



MATTHEW GARBARK
DIRECTOR
DEPARTMENT OF PUBLIC WORKS

I – REVISIONS TO THE CONTRACT BOOK

00 30 00 BID OR PROPOSAL

DELETE Section 00 30 00 BID OR PROPOSAL and **REPLACE** with the attached, revised Section 00 30 00 BID OR PROPOSAL.

43 21 31 DRY-PIT SUBMERSIBLE SEWERAGE PUMPS

DELETE paragraph 2.1.D.1 and **REPLACE** with the following:

D. Spare Parts

1. One (1) full re-build kits including: seals, o-rings, gaskets, bearings, wear plate, impeller, and miscellaneous hardware.

II – REVISIONS TO THE CONTRACT DRAWINGS

No Contract Drawing revisions included in Addendum No. 3.

III – QUESTIONS FROM BIDDERS – RESPONSE IN BOLD

1. Section 43 21 31, 2.1.D (Spare Parts). Please confirm quantity of rebuild kits required, one (1) or two (2)?
 - a. **One (1) rebuilt kit is required. See the revised Section 43 21 31 included with this addendum.**
2. Please reference Specification Section 00 30 00, Bid Proposal pages 00 30 00-2, 00 30 00-3, 00 30 00-4, 00 30 00-6, and 00 30 00-7, in where there appears to be line for a subtotal. Please confirm if the bidder is to fill in a Subtotal for the category indicated.
 - a. **The Contractor does not need to include subtotals for each category.**
3. Please reference Specification Section 00 30 00, Bid Proposal. Please confirm where the bidder is to enter the grand total bid price.
 - a. **Include the grand total bid price on page 00 30 00-8 in the revised Section 00 30 00 Bid or Proposal included with this addendum.**
4. Will the contractor be allowed to have access and usage of the owners existing bridge crane?
 - a. **The Contractor is permitted to use the existing bridge crane in accordance with Section 41 22 13.13, Paragraph 1.9.**

00 30 00 BID OR PROPOSAL

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 PUBLIC WORKS
OFFICE OF ENGINEERING AND CONSTRUCTION
SANITARY CONTRACT NO. 949RR

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

III. BID OR PROPOSAL

Bids Due April 15, 2026

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

Days of Completion 730 Consecutive Calendar Days

Liquidated Damages \$3,000 Per Calendar day

Made this _____ day of _____ 20__

By _____
(Name)

(Address)

The Bidder shall sign below to signify the following:

I/We have received Addendum Nos. _____
for this Contract.

Signature and Title

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.

Schedule of Prices

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	.CTS	DOLLARS	.CTS
101	LUMP SUM	MOBILIZATION/DEMOBILIZATION (BROOKLYN WWPS WORK SHOULD NOT BE PRICED FOR ADDITIONAL MOBILIZATION/DEMOBILIZATION) AT <hr/> LUMP SUM				
102	LUMP SUM	ONE (1) ENGINEER'S OFFICE LOCATED AT STONY RUN WWPS AT <hr/> LUMP SUM				
103	LUMP SUM	ALLOWANCE FOR CONTINGENT MISCELLANEOUS WORK AT <hr/> LUMP SUM	\$200,000	00	\$200,000	00
104	LUMP SUM	BYPASS PUMPING AT <hr/> LUMP SUM				
		END OF CATEGORY NO. 1, NO ALTERNATES				

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

SCHEDULE OF PRICES

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE DOLLARS	.CTS	AMOUNTS DOLLARS	.CTS
201	15	CUBIC YARDS OF ---- CONTINGENT TEST PIT EXCAVATION AT <hr/> PER CU. YD.				
202	LUMP SUM	SITE WORK AT <hr/> LUMP SUM				
		END OF CATEGORY NO. 2, NO ALTERNATES				

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS AND CONTRACT FORM

SCHEDULE OF PRICES

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE DOLLARS	.CTS	AMOUNTS DOLLARS	.CTS	
301	250	CUBIC YARDS OF ---- CONTINGENT UNCLASSIFIED EXCAVATION AND BACKFILL USING GRAVEL AT <hr/> PER CU. YD.					
302	LUMP SUM	CONCRETE IMPROVEMENTS AND REPAIRS AT <hr/> LUMP SUM					
		END OF CATEGORY NO. 3, NO ALTERNATES					

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

SCHEDULE OF PRICES

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS		NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.	SCHEDULE OF PRICES
			DOLLARS	.CTS	DOLLARS	.CTS		
401	LUMP SUM	PUMPING SYSTEM IMPROVEMENTS AT _____ LUMP SUM						
402	LUMP SUM	PUMPING STATION ELECTRICAL WORK AT _____ LUMP SUM						
403	LUMP SUM	PUMPING STATION HVAC WORK AT _____ LUMP SUM						
404	LUMP SUM	PROCESS CONTROL SYSTEM IMPROVEMENT / SCADA INTEGRATION AT _____ LUMP SUM						
405	LUMP SUM	AIR RELEASE VALVE VAULT AT _____ LUMP SUM						
406	LUMP SUM	ALLOWANCE FOR GENERATOR IMPROVEMENTS AT _____ LUMP SUM	\$300,000	00	\$300,000	00		

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS		NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM, FOR COMPLETE INFORMATIONS CONCERNING THESE ITEMS SEE SPECIFICATIONS SPECIAL PROVISIONS, AND CONTRACT FORM.	SCHEDULE OF PRICES
			DOLLARS	.CTS	DOLLARS	.CTS		
407	LUMP SUM	ALLOWANCE FOR ARC FLASH HAZARD IMPROVEMENTS AT _____ LUMP SUM	\$650,000	00	\$650,000	00		
408	LUMP SUM	BROOKLYN WWPS VACUUM PRIMING SYSTEM MODIFICATIONS AT _____ LUMP SUM						
409	LUMP SUM	MONORAIL CRANE REFURBISHMENT AT _____ LUMP SUM						
410	LUMP SUM	ROLL-UP DOOR REFURBISHMENT AT _____ LUMP SUM						
		END OF CATEGORY NO. 4, NO ALTERNATES						

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS		SPECIAL PROVISIONS AND CONTRACT FORM	SCHEDULE OF PRICES
			DOLLARS	.CTS	DOLLARS	.CTS		
801	100	LINEAR FEET OF---- CONTINGENT 3/4" ELECTRICAL/CONTROL CONDUIT AT _____ PER LIN. FT					NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS AND THE EXTENSIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS SEE SPECIFICATIONS	
802	100	LINEAR FEET OF---- CONTINGENT 1" ELECTRICAL/CONTROL CONDUIT AT _____ PER LIN. FT						
803	100	LINEAR FEET OF---- CONTINGENT #8 AWG WIRE AT _____ PER LIN. FT						
804	100	LINEAR FEET OF---- CONTINGENT #10 AWG WIRE AT _____ PER LIN. FT						
		END OF CATEGORY NO. 8, NO ALTERNATES						

SANITARY CONTRACT NO. 949RR

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

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

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

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

In case a Bid shall be submitted by 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.

WITNESS _____ (SIGNED) _____

(TITLE) _____

WITNESS _____ (SIGNED) _____

(TITLE) _____

WITNESS _____ (SIGNED) _____

(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 pretences, 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 \$200,000 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.

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

9. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

10. CERTIFICATION OF WORK CAPACITY AND PREQUALIFICATION CLASSIFICATIONS

I FURTHER AFFIRM THAT:

We hold Certificate No. _____ which expires on _____.

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

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

11. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit shall be included in my Bid/Proposal and that my failure to furnish it 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 terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract. I FURTHER ACKNOWLEDGE THAT if the business is awarded the contract resulting from this Bid/Proposal, this Affidavit shall become a material part of the contract and the business agrees that it shall remain in full compliance with all Affirmations contained herein during the term of the contract and any and all extensions thereto.

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

By: _____
Name/Title

Subscribed and sworn to me this _____ day of _____.

Notary Public

My commission expires on _____.

B. MINORITY AND WOMEN'S BUSINESS OPPORTUNITY REQUIREMENTS

MINORITY AND WOMEN'S BUSINESS OPPORTUNITY REQUIREMENTS

Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) is incorporated into the Agreement by reference. The failure of Contractor to comply with this Subtitle is a material breach of contract.

During the term of this Agreement, Contractor agrees to fulfill the MBE and WBE commitments submitted with Contractor's bid. Failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract.

Contractor understands that authorized representatives of the City of Baltimore may examine, from time to time, Contractor's books, records and files to the extent that such material is relevant to a determination of whether Contractor is complying with the MBE and WBE participation requirements of this Agreement.

Contractor agrees to pay all subcontractors within 7 days of receipt of payment from the City. Beginning with the second pay request from Contractor to the City, Contractor agrees to provide the City with written evidence that all subcontractors have been paid out of the proceeds of the prior payment, unless a bona fide dispute, documented in writing, exists between Contractor and the unpaid subcontractor.

Contractor agrees to submit the following to the Minority and Women's Business Opportunity Office when requested:

- (1) Copies of signed agreements with the business enterprises being utilized to achieve the contract goals;
- (2) Reports and documentation, including canceled checks, verifying payments to the business enterprises being used to achieve the contract goals; and
- (3) Reports and documentation on the extent to which the contractor has awarded subcontracts to minority and women's business enterprises under contracts not affected by Article 5, Subtitle 28.

If Contractor is unable to meet any contract goal by utilizing the certified business enterprises specified at bid opening, Contractor must seek a substitute certified business enterprise to fulfill its commitment. All substitutions must receive prior written approval by the Minority and Women's Business Opportunity Office. If, after good faith efforts, Contractor is unable to find a substitute, the Contractor may request a waiver of the goal.

Before final payment may be made under this Agreement, Contractor must submit a list of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE. The list must include, as to each subcontractor:

- (1) name;
- (2) total amount paid to subcontractor;
- (3) owner's race/ethnicity and sex.

A Contractor who fails to comply with the requirements of Article, 5, Subtitle 28 of the Baltimore City Code is subject to the following penalties: suspension of contract; withholding of funds; rescission of contract based on material breach; disqualification of contractor from eligibility for providing goods or services to the City for a period not to exceed 2 years; and payment of liquidated damages.

**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://legislative.reference.baltimorecity.gov/city-codes>

1. BID REQUIREMENTS

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

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

ONLY SUBMIT IF APPLICABLE:

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

2. VERIFYING CERTIFICATION

- Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified with Baltimore City by the 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.**



**MBE AND WBE BID PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer): _____

Address: _____

Contracting Agency: _____

Contract (Project) Title: Stony Run Wastewater Pumping Station Upgrade and Brooklyn
Wastewater Pumping Station Vacuum Priming System Modifications

Contract Number: SC 949RR

Total Value of Bid: \$ _____

Bid Due Date: _____

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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.

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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 _____% and the WBE goal of _____%** 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: _____

Contract (Project) Number and Title: _____

Bid Due Date: _____

Goals on this contract..... MBE: _____% and WBE: _____%
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.

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

Is there any limitation of what services 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

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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.

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

C. BALTIMORE APPRENTICESHIP TRAINING PROGRAM

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

BID FORM

Contracting Agency: **DPW- Office of Engineering and Construction**

Contract (Project Title): **SC NO. 949RR – Stony Run Wastewater Pumping Station Upgrades and Brooklyn Wastewater Pumping Station Vacuum Priming System Modifications**

Scheduled bid due date: April 15, 2026

THIS APPRENTICE TRAINEE FORM IS DUE WITH THE BID.

FOR MORE INFORMATION ABOUT THIS FORM OR ASSISTANCE, CONTACT:

Small and Minority Business Advocacy & Development Office (SMBA&D)
Small Business Resource Center
3000 Druid Park Drive - Suite 3000B
Baltimore, Maryland 21215
Phone: (410) 396-3818
Fax: (410) 396-5136

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

PART I.

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

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

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

The bidder hereby designates:

NAME _____

TITLE _____

PHONE # _____

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

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 SMBA&D.

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 SMBA&D.

The contractor will receive a written response to the request.

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 _____

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: DPW Office of Engineering and Construction.

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 SMBA&D 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 SMBA&D 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. SMBA&D 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 Small and Minority Business Advocacy & Development Office (SMBA&D) 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: Sanitary Contract No. 949RR DATE: _____
 PROJECT NAME: Stony Run Wastewater Pumping Station Upgrades and Brooklyn Wastewater Pumping Station Vacuum Priming System Modifications
 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. _____	_____	_____	_____	_____	_____	_____	_____	_____

Signed: _____ Date: _____

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

CONTRACT NO: **Sanitary Contract No. 949RR**

TRAINEE'S NAME: _____

PROJECT NAME: **Stony Run Wastewater Pumping Station Upgrades and Brooklyn Wastewater Pumping Station Vacuum Priming System Modifications**

CLASSIFICATION: _____

CONTRACTOR: _____

START DATE: _____

SUBCONTRACTOR: _____

WAGE RATE: _____

MONTH ___ YEAR		PHASES											
DATE	DAILY TOTAL												
1													
2													
3													
4													
5													
6													
7													
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PREV. TOTAL													
GRAND TOTAL													
REQ'D HOURS													

CERTIFIED CORRECT BY
DATE:

INSTRUCTOR'S COMMENTS:

DISTRIBUTION: Original Project Engineer:

SMBA&D (AA2A)

REVIEWED BY:
CITY OF BALTIMORE

SIGNATURE

DATE

BALTIMORE APPRENTICE TRAINEE PROGRAM CONTRACTOR'S SEMIANNUAL TRAINEE REPORT	PROJECT NO Sanitary Contract No. 949RR PROJECT NAME : <u>Stony Run Wastewater Pumping Station Upgrades and Brooklyn Wastewater Pumping Station Vacuum Priming System Modifications</u>
--	---

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 Hispanic American Asian
 American American Indian 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
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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	

D. BALTIMORE CITY'S YOUTHWORKS

TO: Mayors 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: _____

E. LOCAL HIRING

**CITY OF BALTIMORE
ORDINANCE _____
Council Bill 12-0159**

**Introduced by: President Young, Councilmembers Henry, Branch, Middleton, Curran, Kraft,
Spector, Welch, Clarke, Stokes, Mosby, Scott, Cole, Reisinger**
Introduced and read first time: November 19, 2012
Assigned to: Taxation, Finance and Economic Development Committee
Committee Report: Favorable, and amended by a Floor Amendment
Council action: Adopted
Read second time: May 13, 2013

AN ORDINANCE CONCERNING

Finance and Procurement – Local Hiring

**FOR the purpose of requiring employers benefitted by City contracts and subsidies to take
measures to hire Baltimore City residents; making certain exceptions; defining certain terms;
requiring employment reports; establishing certain penalties; and generally relating to
employment in furtherance of City contracts and City-subsidized projects.**

BY adding

**Article 5 - Finance, Property, and Procurement
Section(s) 27-1 to 27-10 to be under the new subtitle,
“Subtitle 27. Local Hiring”
Baltimore City Code
(Edition 2000)**

**SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE, That the
Laws of Baltimore City read as follows:**

Baltimore City Code

Article 5. Finance, Property, and Procurement

Subtitle 27. Local Hiring

§ 27-1. DEFINITIONS.

(A) IN GENERAL.

IN THIS SUBTITLE, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED.

(B) BENEFICIARY.

“BENEFICIARY” MEANS ANY PERSON WHO:

**EXPLANATION: CAPITALS indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.
Underlining indicates matter added to the bill by amendment.
Strike-out indicates matter stricken from the bill by
amendment or deleted from existing law by amendment.**

Council Bill 12-0159

1 (1) HAS A CONTRACT WITH THE CITY FOR MORE THAN \$300,000; OR

2 (2) WILL BENEFIT FROM MORE THAN \$5,000,000 IN ASSISTANCE FOR A CITY-
3 SUBSIDIZED PROJECT.

4 (C) *CITY-SUBSIDIZED PROJECT.*

5 "CITY-SUBSIDIZED PROJECT" MEANS ANY PROJECT FOR WHICH THE CITY OR ANY OF ITS
6 AGENTS OR CONTRACTORS PROVIDES FUNDS, RESOURCES, OR FINANCIAL ASSISTANCE,
7 INCLUDING:

8 (1) THE SALE OR TRANSFER OF LAND SUBSTANTIALLY BELOW ITS APPRAISED VALUE;

9 (2) PAYMENT IN LIEU OF TAXES;

10 (3) TAX INCREMENT FINANCING;

11 (4) GRANTS OR LOANS THAT EQUAL OR EXCEED 15% OF TOTAL PROJECTED PROJECT
12 COSTS; OR

13 (5) INSTALLATION OR REPAIR OF PHYSICAL INFRASTRUCTURE DIRECTLY RELATED TO
14 THE PROJECT AND WITH VALUE EQUAL TO OR EXCEEDING 5% OF TOTAL PROJECTED
15 PROJECT COSTS.

16 (D) *MOED.*

17 "MOED" MEANS THE MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT.

18 (E) *PERSON.*

19 "PERSON" MEANS:

20 (1) AN INDIVIDUAL;

21 (2) A PARTNERSHIP, FIRM, ASSOCIATION, CORPORATION, OR OTHER ENTITY OF ANY
22 KIND; OR

23 (3) A RECEIVER, TRUSTEE, GUARDIAN, PERSONAL REPRESENTATIVE, FIDUCIARY, OR
24 REPRESENTATIVE OF ANY KIND.

25 **§ 27-2. SCOPE OF SUBTITLE.**

26 (A) *CITY CONTRACTS OVER \$300,000.*

27 THIS SUBTITLE APPLIES TO EVERY CONTRACT FOR MORE THAN \$300,000 MADE BY THE
28 CITY, OR ON ITS BEHALF, WITH ANY PERSON.

Council Bill 12-0159

1 (B) *CITY-SUBSIDIZED PROJECTS RECEIVING ASSISTANCE OVER \$5,000,000.*

2 THIS SUBTITLE APPLIES TO EVERY AGREEMENT AUTHORIZING ASSISTANCE VALUED AT
3 MORE THAN \$5,000,000 TO A CITY-SUBSIDIZED PROJECT.

4 **§ 27-3. {RESERVED}**

5 **§ 27-4. EMPLOYMENT ANALYSIS.**

6 BEFORE THE DISBURSEMENT OF ANY CITY FUNDS, THE BENEFICIARY MUST PERFORM AN
7 EMPLOYMENT ANALYSIS WITH MOED TO DETERMINE HOW MANY JOBS WILL BE REQUIRED TO
8 COMPLETE THE CONTRACT OR PROJECT AND HOW MANY OF THOSE JOBS WILL REQUIRE NEW
9 HIRING.

10 **§ 27-5. INITIAL HIRING TO BE THROUGH MOED.**

11 ALL NEW JOBS NEEDED FOR THE CONTRACT OR PROJECT MUST BE POSTED THROUGH MOED
12 FOR A PERIOD OF 7 DAYS BEFORE BEING PUBLICALLY ADVERTISED.

13 **§ 27-6. NEW EMPLOYEES TO BE BALTIMORE CITY RESIDENTS.**

14 (A) *IN GENERAL.*

15 AT LEAST 51% OF THE NEW JOBS REQUIRED TO COMPLETE THE CONTRACT OR PROJECT
16 MUST BE FILLED BY BALTIMORE CITY RESIDENTS.

17 (B) *EXCEPTIONS.*

18 MOED MAY WAIVE OR LOWER THE REQUIREMENT OF SUBSECTION (A) OF THIS SECTION IF
19 IT FINDS THAT:

- 20 (1) A GOOD FAITH EFFORT TO COMPLY HAS BEEN MADE BY THE BENEFICIARY;
- 21 (2) THE BENEFICIARY IS LOCATED OUTSIDE THE BALTIMORE STANDARD
22 METROPOLITAN STATISTICAL AREA AND NONE OF THE CONTRACT WORK IS
23 PERFORMED INSIDE THE BALTIMORE STANDARD METROPOLITAN STATISTICAL
24 AREA;
- 25 (3) THE BENEFICIARY HAS ENTERED INTO A SATISFACTORY SPECIAL WORKFORCE
26 DEVELOPMENT TRAINING OR PLACEMENT ARRANGEMENT WITH MOED; OR
- 27 (4) THERE ARE INSUFFICIENT NUMBERS OF BALTIMORE CITY RESIDENTS IN THE LABOR
28 MARKET WHO POSSESS THE SKILLS REQUIRED BY THE NEW JOBS NEEDED TO BE
29 FILLED FOR THE CONTRACT OR PROJECT.

Council Bill 12-0159

1 **§ 27-7. RULES AND REGULATIONS.**

2 (A) *MOED TO ADOPT.*

3 MOED MAY ADOPT RULES AND REGULATIONS TO CARRY OUT THIS SUBTITLE OR TO
4 CLARIFY ANY TERMS OR PHRASES IN THIS SUBTITLE.

5 (B) *FILING.*

6 A COPY OF ALL RULES AND REGULATIONS ADOPTED UNDER THIS SUBTITLE MUST BE FILED
7 WITH THE DEPARTMENT OF LEGISLATIVE REFERENCE BEFORE THEY BECOME EFFECTIVE.

8 **§ 27-8. REQUIRED REPORTS.**

9 IN EACH MONTH OF THE CONTRACT OR PROJECT THE BENEFICIARY MUST SUBMIT A REPORT TO
10 MOED, ON THE FORM DESIGNATED BY MOED, THAT INCLUDES THE FOLLOWING:

- 11 (1) THE NUMBER OF EMPLOYEES NEEDED FOR THE CONTRACT OR PROJECT;
- 12 (2) THE NUMBER OF CURRENT EMPLOYEES TRANSFERRED;
- 13 (3) THE NUMBER OF NEW JOB OPENINGS CREATED;
- 14 (4) THE NUMBER OF JOB OPENINGS LISTED WITH MOED;
- 15 (5) THE TOTAL NUMBER OF BALTIMORE CITY RESIDENTS HIRED FOR THE REPORTING
16 PERIOD AND THE CUMULATIVE TOTAL NUMBER OF BALTIMORE CITY RESIDENTS HIRED;
- 17 (6) TOTAL NUMBER OF ALL EMPLOYEES HIRED FOR THE REPORTING PERIOD AND THE
18 CUMULATIVE TOTAL OF EMPLOYEES HIRED; AND
- 19 (7) FOR EACH NEW HIRE DURING THE REPORTING PERIOD, THE NEW HIRE'S:
 - 20 (1) NAME;
 - 21 (2) SOCIAL SECURITY NUMBER;
 - 22 (3) JOB TITLE;
 - 23 (4) HIRE DATE;
 - 24 (5) RESIDENCE; AND
 - 25 (6) REFERRAL SOURCE.

26 **§ 27-9. {RESERVED}**

Council Bill 12-0159

1 **§ 27-10. PENALTIES.**

2 (A) *DEBARMENT FOR 1 YEAR.*

3 IF THE BOARD OF ESTIMATES, ON RECOMMENDATION FROM MOED, AND AFTER NOTICE
4 AND HEARING, DETERMINES THAT ANY BENEFICIARY HAS VIOLATED THE PROVISIONS OF
5 THIS SUBTITLE AND THAT THE FAILURE WAS INTENTIONAL, NO CONTRACT MAY BE
6 AWARDED TO THAT BENEFICIARY, OR TO ANY FIRM, CORPORATION, OR PARTNERSHIP IN
7 WHICH THAT BENEFICIARY HAS AN INTEREST, UNTIL 1 YEAR HAS ELAPSED FROM THE DATE
8 OF THE DETERMINATION.

9 (B) *CRIMINAL PENALTIES.*

10 AN INTENTIONAL VIOLATION OF ANY PROVISION OF THIS SUBTITLE IS A MISDEMEANOR,
11 AND, ON CONVICTION, IS SUBJECT TO A FINE OF NOT MORE THAN \$500 FOR EACH OFFENSE.

12 **SECTION 2. AND BE IT FURTHER ORDAINED,** That the catchlines contained in this Ordinance
13 are not law and may not be considered to have been enacted as a part of this or any prior
14 Ordinance.

15 **SECTION 3. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the 30th
16 180th day after the date it is enacted.

Certified as duly passed this ____ day of _____, 20__

President, Baltimore City Council

Certified as duly delivered to Her Honor, the Mayor,

this ____ day of _____, 20__

Chief Clerk

Approved this ____ day of _____, 20__

Mayor, Baltimore City

LOCAL HIRING LAW**Rules and Regulations**

1. The Local Hiring Law (Council Bill 12-0159) (the "Law") is applicable to all City contracts that are greater than \$ 300,000.00 , or agreements authorizing assistance that are within the terms of §27-2 of the Law executed by the City on or after the Law's effective date, December 23, 2013. The Law requires compliance by vendors/contractors and their subcontractors regardless of the subcontractor award amount and by all persons benefitting from an agreement involving more than \$5, 000,000.00 in assistance for a City subsidized project.
2. The Law only applies to the original term of contract awards greater than \$ 300,000.00. Extra Work Orders and contract modifications do not affect the applicability of the Law. Whether a City subsidized project is subject to the Law shall be finally determined when an agreement authorizing assistance valued at more than \$5,000,000.00 is executed by the City.
3. All City bids, RFP's and requests for bid packages and final contracts must include reference to the requirements of the Law. All bid documents and contracts subject to the Law will include a section referencing the requirements of the Law. The bidder's signature will verify a commitment to abide by the Law.
4. Upon contract award or approval of an agreement for subsidy covered by the Law, the contracting city agencies or agencies entering into an agreement for the City subsidized project must immediately complete the Mayor's Office of Employment Development (MOED) Vendor Contact form, providing contact information for each vendor/contract awarded and each beneficiary of a qualifying City subsidized project. MOED will contact the vendor or beneficiary upon receipt of the completed form from the city agency.
5. Within two weeks of the contract award or agreement for a City subsidized project covered by the Law, the awardee must work with a representative of the Mayor's Office of Employment Development (MOED) to complete an Employment Analysis that will project the total workforce and the "new hires" in the Baltimore area needed to fulfill the contract/agreement. That Analysis shall include all information reasonably required by MOED showing at a minimum general locations (Baltimore area or not) of all workforce positions required to complete the contract/agreement.
6. A Local Hiring Review Committee ("LHRC") will be established. The LHRC will be comprised of representatives/designees from the following:
 - Office of the City Council President
 - Office of the Deputy Chief of Economic Development and Neighborhoods
 - Mayor's Office of Employment Development
 - Office of the Director of Finance
 - Baltimore City's Procurement Office

- Baltimore Development Corporation
- Baltimore City Law Department
- Community Resident to be appointed by the President of the City Council

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

7. Vendors and others subject to the Law must submit Monthly Employment Reports by the fifth business day of the month for the preceding month beginning no later than 90 days after the Board of Estimates has awarded the contract or approved the agreement. City agency directors will be notified of persons or others subject to the Law that do not submit reports by the due date; continued delinquent persons or others subject to the Law will be reported to the LHRC.
8. Vendors and others subject to the Law that have binding collective bargaining agreements with unions will be granted a waiver from only utilizing MOED recruitment services, since they are bound by union regulations to utilize union halls. However, the persons or others subject to the Law must still meet the 51% residency requirement on new hires and must submit the monthly Employment Reports as required by the Law.
9. If MOED cannot fill a job posting provided by a vendor or others subject to the Law within the seven day period, the person or others subject to the Law must still meet the 51% residency requirement on new hires. This requirement will only be waived if : 1) the person or others subject to the Law requests a waiver in writing and can provide documentation that they made good faith efforts in the form of job posting and other recruitment methods and that there were insufficient qualified applicants to fill the available new positions or ; 2) the bidder is able to confirm in the bid process that the contract will be only for services that will be performed or for products that will be manufactured outside the Baltimore Metropolitan Area and as such, no new positions will be called for in Baltimore area.
10. The Law is not applicable to a contract or an agreement that is made by the City, or on its behalf with any person in the event of an emergency pursuant to Article VI, § 11 (e)(ii) of the Baltimore City Charter.
11. Definitions:
- a. *Good Faith Effort* is defined as a set of activities conducted by the contractor/vendor or other person which demonstrate multiple types of outreach efforts have been made to City residents including, but not limited to: ads in local papers, paid local job boards, information to local educational and workforce organizations, as well as an objective review and rating of resumes of city residents.
(§ 27-6 (B) (1))

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

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

LHL- 8



Local Hiring Certification and Compliance Statement

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

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

By signing below as a representative of _____ (Company Name), I certify that if awarded this contract, a company representative will meet with the Mayor's Office of Employment Development (MOED) within two weeks of the contract award to complete an employment analysis review the workforce plan required for this contract. If there is a need for new hires, I agree to post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED and to fill at least 51% of the new jobs required with Baltimore City residents. I also agree to submit an Employment Report by the 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 12-0159 and met with MOED on _____ to assess their employment needs, complete the workforce plan and identify new jobs. We have been informed that an estimate of _____ jobs will be created as a result of the contract award.

NOT complied with the Local Hiring Law. In accordance with the Law, the City Agency is required to withhold payments associated with this award until the meeting has occurred.

MOED Staff Name/Title Date

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

F. 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 **Sanitary Contract No. 949RR, Stony Run Wastewater Pumping Station Upgrades and Brooklyn Wastewater Pumping Station Vacuum Priming System Modifications.**

NOW, THEREFORE,

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

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

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

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

ATTEST:

PRINCIPAL

(SEAL)

ATTEST:

SURETY

(SEAL)

SECTION 43 21 31
DRY-PIT SUBMERSIBLE SEWERAGE PUMPS

PART 1 - GENERAL

1.1 This specification includes the supply of four (4) base-mounted, dry-pit submersible solids-handling pumping unit(s), UL Listed for explosion proof Class I, Division 1, Groups C and D hazardous locations.

1.2 QUALITY ASSURANCE

- A. All pumping equipment furnished under this Section shall be of a design and manufacture that has been used in similar applications, and it shall be demonstrated to the satisfaction of the Owner that the quality is equal to equipment made by that manufacturer specifically named herein.
- B. Unit responsibility. Pump(s), complete with motor and all other specified accessories and appurtenances, shall be furnished by the pump manufacturer to insure compatibility and integrity of the individual components, and provide the specified warranty for all components.
- C. The base-mounted, dry-pit submersible solids-handling pump(s) and motor(s) specified in this section shall be furnished by and be the product of one manufacturer.
- D. Pumps are to be engineered and manufactured under a written Quality Assurance program. The Quality Assurance program is to be in effect for at least ten years, to include a written record of periodic internal and external audits to confirm compliance with such program.
- E. Pump(s) are to be engineered and manufactured under the certification of ISO-9001:2000.

1.3 REFERENCES

- A. American Society for testing and material (ASTM) International
 - 1. Standard Specification for Gray Iron Castings.
 - 2. Standard Specification Iron-Chromium Nickel, Corrosion Resistant,
- B. American National Standards Institute (ANSI):
 - 1. Standard for Cast Iron Pipe Flanges and Flanged Fittings, 125 lb.
- C. Hydraulic Institute: Current Standards.
 - 1. HI 11.6: Submersible Pump Tests
 - 2. HI 14.6: Hydrodynamic Pumps for Hydraulic Performance Acceptance Tests.

1.4 SUBMITTALS

- A. Submittal data shall be provided to show compliance with these specifications, plans or other specifications that will influence the proper operation of the pump(s).
 - 1. Standard submittal data for approval must consist of:
 - 2. Pump Performance Curves.
 - 3. Pump Outline Drawing.
 - 4. Station Drawing for Accessories.
 - 5. Electrical Motor Data.
 - 6. Typical Installation Guides.
 - 7. Technical Manuals and Parts List.
 - 8. Printed Warranty.
 - 9. Management system certificate ISO 9001.
 - 10. Manufacturer's Equipment Storage Recommendations.
 - 11. Manufacturer's Standard Recommended Start-Up Report Form.
- B. Lack of the above requested submittal data is cause for rejection.

1.5 PERFORMANCE

- A. The pump(s) shall be designed for continuous operation and will be operated continuously under normal service.
- B. OPERATION CRITERIA

	Flow (GPM)	TDH (ft.)	Max. Pump Speed (RPM)	Max. Solids Passage	Max. Shutoff Head (ft.)	NPSHr @ Rated Condition (ft.)
Design Condition	5,240	151	1,200	6"	232	23.3

- C. The hydraulic efficiency at the duty point above shall be not less than 81.9% and approved according to HI 11.6:2012 Grade 2B.
- D. Liquid pumped is screened municipal sewage.

PART 2 - PRODUCTS

2.1 PUMPS

- A. Manufacturers
 - 1. The basis of design for the pump is Fairbanks Nijhuis; a Pentair company.
 - 2. Approved alternative manufacturers include provided they meet this specification:

- a. Flygt
- b. KSB
- c. ABS/Sulzer

B. Design

1. Rotation

- a. The pump will be clockwise rotation when viewed from the top/driver end looking at the pump.

2. Impeller

- a. Impeller shall be of the balanced non-clogging type matched to its constant velocity equalizing pressure volute and be made of close-grained cast iron conforming to ASTM A48 CL30 or high chrome white iron. It shall be of one-piece construction, single suction, enclosed two-vane, radial flow design with well-rounded leading vanes and then tapered toward the trailing edge for a circular flow pattern to prevent the accumulation of solids and stringy material.
- b. The clearance between the impeller outside diameter and cutwater shall be capable of passing a 4" sphere.
- c. The impeller is to be balanced and secured to the shaft by means of a bolt, washer, and key. The arrangement shall be such that the impeller cannot be loosened from torque in either forward or reverse rotation.
- d. Wiper vanes on the back impeller shroud are not allowed.
- e. Impeller (nominal 21" dia.) shall be trimmed to specifically meet the conditions of operation.

3. Volute/Casing

- a. Volute is to be cast with extra thick walls made of close-grained cast iron conforming to ASTM A48, Class 30. It is to be one-piece, constant velocity equalizing pressure with smooth fluid passages large enough to pass any size solid that can pass through the impeller.
- b. The volute shall be side flanged tangential discharge and be capable of rotation in 45-degree increments to accommodate piping orientation. Due to existing pump/piping configuration a centerline discharge shall not be acceptable. Volute discharge shall be minimum 10" diameter as measured on the inside diameter of the discharge flange opening. Diffusion vanes are not permitted.
- c. The volute shall be furnished with large cleanout openings located at the impeller centerline, to allow access to the impeller.
- d. The casing shall be designed to permit the removal of the rotating assembly without disturbing the suction or discharge piping. The casing shall be hydrostatically tested to 1.5 times the design head or 1.25 times the shutoff head whichever is greater.

4. Wear Rings

- a. Wear rings shall be provided on both the impeller and fronthead so that clearances can be maintained throughout the life of the rings and minimize recirculation.
- b. Impeller wear rings shall be of the axial- or face-type.
- c. Fronthead wear rings shall be of the axial- or face-type.
- d. Wear rings shall be attached to the impeller and fronthead using an interference fit and Loctite.
- e. Wear rings shall be stainless steel with nominal Brinell hardness of 450 BHN. To prevent galling the impeller wear ring approximately shall be approximately 50 BHN softer than the fronthead wear ring.
- f. Wear ring clearance adjustment shall be attained through impeller adjustment shims.

5. Base and Suction Elbow

- a. A rugged, heavy-duty fabricated steel base plate(s) with openings large enough to permit access to the suction elbow and cleanout, bolted directly to the volute, shall be provided. The base shall be designed to support the assembled weight of the pump and motor. Concrete piers shall be constructed per contract drawings to support the base plate(s).
- b. A cast iron turbo-free suction elbow with ½” gauge connection, contoured handhole cleanout, and a 125 lb. flat-faced flange conforming to ANSI drilling shall be furnished. Elbow design shall be such that height is similar to that of a short radius elbow, however hydraulics are similar to that of a long radius elbow. Manufacturer shall submit test results from independent 3rd party hydraulics laboratory demonstrating flow characteristics in accordance with Hydraulic Institute standards.

6. Motor

- a. The pump motor shall be sized such that it is non-overloading over the entire pump curve.
- b. Pump(s) shall be driven by completely sealed, electric submersible squirrel cage induction motors with a maximum NEMA nameplate rating of 285 HP, 1,185 RPM, 460 volts, 3 -phase, 60 Hertz. The motor nameplate horsepower rating should exceed the brake horsepower requirements of the specified head and capacity conditions and have a minimum full load efficiency of 93 %.
- c. Submersible equipment shall be UL Listed for Class I, Division 1, Groups C and D explosion-proof hazardous locations as defined by the National Electric Code. All electrical parts shall be housed in an air-filled cast iron, watertight enclosure which is sealed by the use of O-rings and rabbeted joints with extra large overlaps.
- d. The stator winding and lead shall be insulated with moisture-resistant Class F insulation for continuous duty in 40 degree C ambient. The motor shall be designed for continuous duty. Automatic reset, normally closed thermal overloads shall be imbedded in the motor windings to provide overheating protection. Motor winding thermostats must be connected to an electric controller per local and state codes and the National Electric Code.

- e. Motor shaft shall be one-piece, 420 stainless steel. Rotor is to be dynamically balanced to meet NEMA vibration limits; all external hardware is to be stainless steel.
- f. Cable leads are to enter at the top of the motor and are to allow the cable-to-motor connection to be accomplished in the field without soldering. All power and control lead wires are to be double sealed as it enters the motor in such a manner that cable-wicking will not occur. This sealing system shall consist of a rubber grommet followed by epoxy that is high in adhesive qualities and has a low coefficient of expansion. Each cable wire is to have a small section of insulation removed to establish a window area of bare wire and each wire is to be untwisted and surrounded by epoxy potting material. A cable strain relief mechanism shall be an integral part of this sealing system. Cable sealing system shall be capable of withstanding an external pressure test of 1200 PSI as well as a cable assembly pull test as required by Underwriters Laboratories. Singular grommet or other similar sealing systems are not acceptable. Motor shall be supplied with minimum 75 feet of multi-conductor type "SOW-A" or "W" power cable and control cable. Cable sizing shall conform to NEC specifications and be UL Listed.
- g. Power and control leads shall be terminated on a sealed terminal board. The terminal board and its bronze lugs shall be O-ring sealed.
- h. The motor cooling jacket shall be sealed to the motor housing with O-rings. A portion of the liquid being pumped shall be used to cool the motor. The liquid enters the motor cooling jacket internally via a self-cleaning, rotating flow-control disc to prevent solids from entering and accumulating in the mechanical seal area and cooling water jacket. The cooling jacket shall be designed so that on start-up there is a means to purge the air from the jacket as the cooling water enters.

7. Shaft Seal Arrangement

- a. Pumps shall be provided with two separate tandem-mounted mechanical seals to prevent the pumped liquid from entering the rotor/stator cavity area to ensure reliability of operation. The upper and lower seals are mounted to rotate in the same direction.
- b. The lower mechanical seal mating surfaces are to be immersed in an oil bath, sealing the pump volute chamber from the oil cavity. Oil in this cavity shall also lubricate the upper mechanical seal faces. Seal faces of both the upper and lower mechanical seals shall be held in contact by independent polymeric elastomer bellows, which act as a spring mechanism. Seals require neither maintenance nor adjustment but shall be easily inspected and replaced. Pressure generated by the pump assists in sealing the mating surfaces of the lower seal.
- c. Component material for the upper seal shall consist of a composite elastomer body, carbon steel snap ring, Buna-N O-ring, carbon rotating face and ceramic stationary face. Lower seal component construction shall include a composite elastomer body, stainless steel clamp and set screws, Buna-N O-ring, silicon carbide rotating face and tungsten carbide stationary face.
- d. Two moisture detection probes shall be installed so that they will detect moisture in either the seal or stator cavity measuring resistivity between the probes. They shall be wired internally to the control cable

connection at the top of the motor. Float type devices located in the rotor/stator area or single probe-to-ground moisture detectors measuring continuity are not acceptable. O-ring sealed inspection plugs shall be provided in the mechanical seal oil chamber for ease of inspection, draining and filling of oil.

8. The pump shall rotate on a grease lubricated-for-life thrust bearing and grease lubricated radial bearing. Lower shaft bearings shall be locked in place to prevent shaft movement and to take thrust loads. Lower bearing temperature shall be monitored by PT-100 bearing temperature sensor.
9. Fits and Hardware
 - a. All machined bolts, nuts, and capscrews shall be stainless steel and be of the hex-head type and will not require the use of any special tools.
- C. Pumps shall be manufactured by companies whose management system is registered to ISO-9001:2000.
- D. Spare Parts
 1. One (1) full re-build kits including: seals, o-rings, gaskets, bearings, wear plate, impeller, and miscellaneous hardware.

2.2 VIBRATION MONITORING SWITCH

- A. The vibration monitoring system for pumps shall be Metrix 440 Electronic Vibration Switch model DR0440000 or approved equal. Vibration monitoring switches shall be installed on each pump.
- B. The vibration monitoring switch shall be CSA approved for Class I Div 2 Groups B,C,D hazardous areas. The enclosure shall carry a NEMA 4X rating with a 3-hole mounting pattern.
- C. Vibration monitoring switches shall have 2 independently adjustable setpoints (one for alarm and one for shutdown. Adjustment shall be conducted by use of two-color coded knobs. LEDs adjacent to each knob shall light immediately when a reading is above its setpoint.
 1. Independent time delay adjustment screws shall be provided for each setpoint knob, adjustable from 2-15 seconds.
- D. Vibration monitoring switches shall have 4-20mA output proportional to vibration velocity where 4mA = 0% of full scale (no vibration) and 20mA = 100% of full scale.
- E. Vibration monitoring switches shall be equipped with mechanical relay discrete outputs to externally announce alarm conditions. The outputs shall be individually field configured to have separate time delays and separate shelf states.
- F. Vibration monitoring switches shall have internal sensors.

2.3 INLET FLOOR CONE

- A. Pump manufacturer to provide Inlet Floor Cone for each pump with suction of 16 inch [400 mm] and larger.
 - 1. Supplier provides certified drawing including dimensions, weight, welding requirements, material designations, material thicknesses and flange details for review with pump submittal.
- B. Provide Inlet Floor Cone design approved by a Nationally recognized Hydraulics Testing Laboratory.
 - 1. For pump sizes larger than 16 inch (400 mm) provide a design based on physical hydraulic modeling by a Nationally Recognized Hydraulics Laboratory
- C. Design Criteria:
 - 1. Diameter: 24"
 - 2. Height: 7"
 - 3. Triangles: 8
 - 4. Straightening vanes: 4
 - 5. Baseplate diameter (round): 28"
- D. Mounting:
 - 1. Hole size & location:
 - a. Location: 4 holes – 1 inch from edge
 - b. Holes: 9/16" diameter to accommodate 1/2" inch Anchor
 - 2. Anchor bolts
 - a. Anchor type: chemical/epoxy type
 - b. 1/2-inch x 8 inches length
 - c. Material: 316 stainless steel
 - d. Installation depth: minimum 4 inches of depth
- E. Materials:
 - 1. 316L Stainless steel Baseplate, Vanes, & Triangles minimum 1/4" thick.
- F. Welding:
 - 1. Continuously weld all pieces, 1/8" weld bead.
- G. Finish:
 - 1. Bead Blast to ensure uniform surface finish.
- H. Manufacturers:
 - 1. Flow Optimizers, LLC.

2. Engineer Approved Equal.

PART 3 - EXECUTION

A. TESTING

1. A certified factory performance test shall be performed on each pumping unit in accordance with Hydraulic Institute Standards, latest edition. Tests shall be sufficient to determine the curves of head, input horsepower, and efficiency relative to capacity from shutoff to 150% of design flow. A minimum of six points, including shutoff, shall be taken for each test. At least one point of the six shall be taken as near as possible to each specified condition.
2. Results of the performance tests shall be certified by a Registered Professional Engineer and submitted for approval before final shipment.

B. STARTUP

1. Manufacturer shall provide one full day of startup servicing including the following:
 - a. Rotate the impeller by hand to ensure it is free from binding, sticking, etc.
 - b. Bump starter to check rotation
 - c. Prime pump to ensure all air is expelled
 - d. Operate pump and record:
 - 1) Flow
 - 2) Pressure/head
 - 3) Amperage
 - 4) Wet well level
 - e. Assist integrator with verification of all pump instrumentation (thermal, seal, etc.)

END OF SECTION