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Office of the Inspector General

November 25, 2024

D'Andrea L. Walker
County Administrative Officer
400 Washington Avenue
Towson, Maryland 21204

Re: OIG Investigative Report – Case No. 24-011

The mission of the Office of the Inspector General (“the Office”) is to provide increased accountability and oversight in the operations of the Baltimore County government (“the County”) by identifying fraud, waste, and abuse, while also striving to find ways to promote efficiency, accountability, and integrity.

In June 2023, the Office published a report dated May 19, 2023, titled OIG Investigative Report – Case No. 23-009 (“the First Report”), regarding a Baltimore-based roofing contractor (“the Majority Company”) that had been awarded a \$1,798,000 contract during or about November 2018 to replace the roof on the County’s Public Safety Building located at 700 E. Joppa Road, Towson, Maryland (“the Public Safety Project”). The First Report detailed fraudulent activities on the part of the Majority Company as it related to their subcontracting arrangement with a company that was a certified Minority Business Enterprise (MBE).¹

The First Report on the Majority Company was followed by an internal report dated June 30, 2023 (“the Second Report”) that was given to the Administration in which the Office raised concerns about the County awarding another roofing contract to the Majority Company while it was under investigation for fraudulent activities. This contract, which was valued at \$879,000, was to replace the roof on the Woodlawn Police Precinct #2 located at 6424 Windsor Mill Road, Woodlawn, Maryland (“the Woodlawn Project”). Like the Public Safety Project, the Woodlawn Project had an MBE component.

In January 2024, the Office received a complaint regarding a contractor who was violating

¹ For simplicity purposes, the term MBE will be used synonymously with the term Women’s Business Enterprise (WBE) and Minority and Women’s Business Enterprise (MWBE).

labor laws while performing on County projects.² While researching the complaint, the Majority Company was identified as a contractor that was likely engaged in similar labor law violations.³ Considering the Office’s prior reports on the Majority Company and the Majority Company’s possible involvement in labor law violations, the Office opened an investigation on them in February 2024. At the time, the Majority Company was still involved with the Woodlawn Project. The investigation included witness interviews and a review of various documents. The documents examined included County email communications, contracts, project-related records, the County’s MBE and Prevailing Wage and Local Hire (PWLH) policies and procedures, open-source information, and records subpoenaed from various businesses. The pertinent interviews have been briefly summarized and relevant documents have been attached as noted in the report.

Based on the interviews conducted and the records examined, the Office determined that the Majority Company may have violated certain labor laws, and it undoubtedly violated the MBE requirements of the Woodlawn Project. Because the Office intends to refer the potential labor law violations to another agency that specializes in such matters, this report will focus on the MBE violations committed by the Majority Company.

I. Background on the First Report

In February 2023, the Office received a referral from the Baltimore City Office of the Inspector General (“the City-OIG”) that the Majority Company, while reporting to the City of Baltimore the payments it had made to its MBE subcontractors on a Baltimore City contract, had falsely inflated the amounts of those payments. During their investigation, the City-OIG learned the Majority Company had also performed work for the County. Considering the Majority Company’s fraudulent conduct on the City contract, the City-OIG thought it would be prudent to make the County aware of what had occurred in the event the Majority Company had been involved in similar misconduct on the County contract.

After confirming the Majority Company had been awarded the Public Safety Project, which had an MBE requirement, and taking into account the information provided by the City-OIG, the Office initiated an investigation. By the conclusion of the investigation, the Office had determined that during the Public Safety Project, the Majority Company had inflated the amount of its proposed subcontract arrangement with an MBE in order to meet the County’s twenty-five percent MBE goal for the contract award. Specifically, the Majority Company had told the County that their designated MBE was to receive \$449,500 of the contract value, when in fact, the Majority Company had only agreed to give the MBE \$40,900 of work, which equaled only about two percent of the contract. The Office’s findings were summarized in a report to the Administration dated May 19, 2023.

² Effective for contracts signed on or after July 1, 2021, and pursuant to Baltimore County Code Sections 10-2-506 and 10-2-507, certain County contracts are subject to Prevailing Wage and Local Hire laws, which require workers to be paid the “going rate for their services.” Further, Bill 102-20 “...gives the County the ability to withhold payments if a violation of the law is found; and imposes reporting requirements to track compliance.”

³ Prevailing Wage and Local Hire compliance for the County is managed within the Office of Budget and Finance with the support of a third-party contractor.

On June 16, 2023, the Administration provided a response to the Office’s May 19, 2023 report. In their response, the Administration stated it “concur[s] with the OIG’s findings that the Majority Contractor’s reports of payments made to the MBE subcontractor appear to be false.” The Administration went on to state “the Administration supports the OIG’s position on referring the matter to the appropriate law enforcement agency for further investigation and necessary action.” On June 21, 2023, the Office made public its May 19, 2023 report and the Administration’s June 16, 2023 response in the form of the First Report. A copy of the First Report can be located on the Office’s webpage.⁴

II. Background on the Second Report

Soon after publishing the First Report on June 21, 2023, the Office learned that a few months earlier, the County had awarded another contract with an MBE component to the Majority Company – the Woodlawn Project. On or about March 2, 2023, the County issued a Notice of Award to the Majority Company for the Woodlawn Project. A copy of the Notice of Award is attached as **Exhibit 1**. Subsequently, a Contract Agreement between the County and the Majority Company dated March 9, 2023 was executed by the president of the Majority Company (“the Majority President”) and the County Administrative Officer (CAO). The Majority President signed the Contract Agreement on March 9, 2023 while the CAO signed it on May 1, 2023. Copies of the relevant pages of the Contract Agreement are attached as **Exhibit 2**. On May 15, 2023, the County sent the Majority Company a Notice to Proceed regarding the Woodlawn Project, a copy of which is attached as **Exhibit 3**.

Of particular concern to the Office was that several documents pertaining to the award of the Woodlawn Project had been approved by County officials even though the County, at that point in time, had been made aware of the Office’s investigation into the Majority Company’s fraudulent conduct during the Public Safety Project. It should be noted that the County’s MBE Office had actually sent the Majority Company a Warning of Cure Notice dated April 25, 2023 concerning the Public Safety Project with a response deadline of May 1, 2023 (“the Cure Notice”), a copy of which is attached as **Exhibit 4**. The Cure Notice admonished the Majority Company for failing to comply with “timely monthly reporting” requirements, and it warned them that noncompliance was deemed to be a failure to abide by the MBE requirements of the associated contract. In addition, the Cure Notice set forth penalties that could be assessed on the Majority Company for failing to adhere to the County’s MBE program requirements, which could range from fines and penalties to suspension. As of the date of this report, the Majority Company has yet to respond to the Cure Notice. Despite their failure to respond, the CAO signed the Contract Agreement for the Woodlawn Project on May 1, 2023 (see Exhibit 2) and the County issued the Majority Company the Notice to Proceed on May 15, 2023 (see Exhibit 3).

In light of the Office’s concerns as noted in the preceding paragraph, the Office thought it was appropriate to document those concerns in the form of an internal report to the Administration called an Executive Management Referral – the Second Report. A copy of the Second Report, excluding the exhibits, is attached as **Exhibit 5**.

⁴ See Report 23-009 at <https://www.baltimorecountymd.gov/departments/inspector-general/reports>.

III. Background on the County's MBE Program

During the time period relevant to the Woodlawn Project, the County's MBE program was governed by Executive Order No. 2022-005 ("the Executive Order"), a copy of which is attached as **Exhibit 6**. Under the Executive Order, the goal of the County's Administration was to "provide maximum opportunities for Minority Business Enterprises and Women's Business Enterprises to participate in all phases of procurement in the County, including construction, purchases of goods and services, architectural and engineering agreements, consultant contracts and other professional service agreements." Section 5 of the Executive Order details County agency responsibilities, including those assigned to the County's MBE Office. These responsibilities include informing prospective bidders about the County's MBE participation policy; reviewing MBE participation plans submitted by contractors to ascertain if goals are being achieved; and assuming "primary responsibility for reviewing, on a continuing basis, all aspects of the use of [MBEs] in County contracts to assure that the purpose of this Executive Order is being achieved." The Certification portion of the Executive Order located in Section 7 asserts that only subcontractors certified by the "Maryland Department of Transportation or Baltimore City's Minority Business Office" shall be counted toward a project's MBE goal.

Information about the County's MBE program is located on the County's website.⁵ The website provides an MBE Plan Package for prospective contractors that are bidding on County projects that have an MBE component. The MBE Plan Package consists of a variety of documents that set forth the various rules and processes that govern the County's MBE program. A copy of the MBE Plan Package is attached as **Exhibit 7**. One of the documents in the MBE Plan Package is the MBE Participation Summary.⁶ The MBE Participation Summary includes instructions for handling changes to MBE subcontractors during a project. The MBE Participation Summary states any and all changes to MBE subcontractors "must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor."

Because compliance with the County's MBE reporting requirements had been an issue among contractors, the County's MBE Office issued a memorandum dated January 17, 2020 to "Contractors/Consultants" titled "Compliance Reporting – Penalties," which reminded companies of their monthly MBE reporting obligations to the County via an online compliance portal called PRiSM. The memorandum, which is included in the MBE Plan Package, noted "a number of companies [were] failing to file reports in a timely manner, which [made] it difficult for the County to verify compliance." The memorandum set forth that beginning on September 1, 2018, the County intended to assess penalties for failing to file timely monthly reports as well as failing to meet MBE requirements.

In or about June 2022, the County transitioned to Workday, a financial and human capital management system. Unfortunately, the implementation of Workday led to compatibility issues with the preexisting PRiSM software making the compliance portion of the system inoperative.

⁵ See <https://www.baltimorecountymd.gov/departments/budfin/purchasing/supplier-diversity/MWBE>.

⁶ Although the MBE Participation Summary references Executive Order 2017-003, the County's website accurately reflects the Executive Order, which superseded Executive Order 2017-003.

Subsequently, the MBE Office instituted a workaround by sending companies, like the Majority Company, and their subcontractors, Excel spreadsheets for them to document payments sent and received for work completed on projects that had MBE components. The intention of the MBE Office was to then review the spreadsheets to ensure that the provided information matched what the majority companies had represented they would pay to their MBEs during the contract awards. However, because the number of contracts with MBE requirements has been so voluminous, it has not been feasible for the MBE Office to conduct effective manual reviews of this data.

IV. Relevant MBE Documents for the Woodlawn Project

During the planning phase, an estimate was composed to calculate the anticipated costs associated with the Woodlawn Project. As part of that process, the County established a minimum MBE goal for the Woodlawn Project of twenty percent. That goal is reflected on an interoffice memorandum dated February 17, 2023, which was sent from the “MBE/WBE Liaison” to two employees within the County’s Division of Construction Contracts Administration. A copy of the memorandum is attached as **Exhibit 8**.

As part of its bid proposal, the Majority Company was required to complete a series of documents pertaining to the County’s MBE program. One of the documents was the Certified MBE/WBE Utilization and Fair Solicitation Affidavit, also known as Form A, which was dated February 16, 2023 and appeared to be signed by the Majority President “under the penalties of perjury that [the] Affidavit [was] true to the best of [their] knowledge, information, and belief. A copy of Form A is attached as **Exhibit 9**. On Form A, the Majority President acknowledged that the overall goal for certified MBEs on the Woodlawn Project was twenty percent, and that the Majority Company had not only met, but exceeded the goal for the bid solicitation.

Another document submitted by the Majority Company was the Subcontractor Participation Schedule, also known as Form B. A copy of Form B is attached as **Exhibit 10**. On Form B, the Majority Company named two companies that would be utilized to meet the MBE participation goal for the Woodlawn Project. One of the companies was a roofing material supplier.⁷ The other company was to provide demolition services (“the Minority Company”). On Form B, the Majority Company represented that the Minority Company would receive eight percent of the Majority Company’s contract, which amounted to \$70,320. At the bottom of Form B, there is a statement that the document was prepared by the Majority President and reviewed and accepted by an employee with the MBE Office on February 17, 2023.

A third document submitted by the Majority Company was the Subcontractor Disclosure and Participation Statement, also known as Form C. A copy of Form C is attached as **Exhibit 11**. Form C, which was dated February 15, 2023, reflected the signatures of the Majority President and the owner of the Minority Company (“the Minority Owner”). Form C noted that the Minority Company would be performing “Demo” on the Woodlawn Project between April 2023 and July 2023. Form C listed the value of that work as \$70,320, which equated to eight percent of the Majority Company’s contract. The document specified that if the Majority Company was awarded

⁷ During the investigation, no anomalies were identified related to the Majority Company’s use of the MBE roofing material supplier.

the contract, it must enter into a subcontract with the Minority Company for the listed work or service, which in this case was demolition work. Form C also stated that the MBE must be a Maryland Department of Transportation (MDOT) or Baltimore City certified MBE firm.

The final document submitted by the Majority Company was an MBE/WBE Subcontractor Participation Notice of Intent to Award, which is also known as Form C-Subcontractor. The Form C-Subcontractor was provided to the Majority Company with the Notice of Award (see Exhibit 1). The Form C-Subcontractor documented the amount of money the Majority Company intended to pay the Minority Company for the Woodlawn Project and the percentage that amount represented of the total contract value. In early March 2023, the document was signed by the Majority President and the Minority Owner “under the penalties of perjury that [the] Affidavit [was] true to the best of [their] knowledge, information, and belief.” Further, the document explicitly stated the Majority Company may not identify the certified MBE in a bid or proposal and then “fail to use the certified Minority Business Enterprise in the performance of the Contract” or “pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.” A copy of Form C-Subcontractor is attached as **Exhibit 12**.

V. Interview of the Minority Owner

On October 11, 2024, the Office conducted a recorded interview of the Minority Owner concerning the Minority Company’s participation in the Woodlawn Project. During the interview, various documents pertaining to the Woodlawn Project were discussed. Those documents were provided to the Office by the Minority Owner in response to a subpoena issued by the Office. The following paragraphs are a summary of the interview.

During the time period relevant to this report, the Minority Company was certified as an MBE by MDOT and Baltimore City. The Minority Company is certified to provide a variety of services including demolition work. The Woodlawn Project was the first time the Minority Company served as an MBE subcontractor on a County project. Also, the Woodlawn Project was the first time the Minority Company had worked for the Majority Company.

The Minority Owner could not recall the specific circumstances surrounding the Majority Company asking the Minority Company to participate in the Woodlawn Project. However, on February 15, 2023, an employee of the Majority Company (“the Majority Employee”) sent the Minority Owner an email asking them to complete Form C (see Exhibit 11) for the Woodlawn Project, which involved “around \$70,000 in work.” The following day, the Minority Owner replied to the email with the requested information. Copies of the referenced emails are attached as **Exhibit 13**.

On March 3, 2023, the Minority Owner received another email from the Majority Employee. This email advised that the Majority Company was the low bidder on the Woodlawn Project, and it had received an Intent to Award from the County. The Majority Employee then requested that the Minority Owner complete Form C-Subcontractor (see Exhibit 12). A copy of the email and follow-up emails are attached as **Exhibit 14**.

At the time Form C and Form C-Subcontractor were signed and submitted by the Minority Owner to the Majority Company for the Woodlawn Project (02/15/23 and 03/08/23 respectively), the Minority Company was in a position to perform the demolition work from an operational standpoint. However, that eventually changed over the subsequent months. When asked about the statement on Form C-Subcontractor, which was signed under the penalties of perjury, that the Majority Company may not fail to use the certified MBE or pay the MBE solely for the use of its name, the Minority Owner responded “Okay. That, that question I did ask in reference to that...I asked about that part of it.” The Minority Owner clarified that they had asked the Majority Employee if the Minority Company could subcontract the demolition work on the Woodlawn Project to another company. In response, the Majority Employee told the Minority Owner they could.

On June 29, 2023, the Minority Owner received a telephone call from a compliance officer with the County’s MBE Office (“the MBE Compliance Officer”), which was followed up by an email the next day, confirming the Minority Company’s participation in the Woodlawn Project. A copy of the email is attached as **Exhibit 15**. The Minority Owner was uncomfortable with this interaction because they had forgotten that they had agreed to participate in the Woodlawn Project, and at that point in time, the Minority Owner did not think the Minority Company had the resources to complete the work.

Sometime after the June 29, 2023 call with the MBE Compliance Officer, the Minority Owner told the Majority President that the Minority Company could not participate in the Woodlawn Project due to other commitments. In response, the Majority President may have suggested that the Minority Company subcontract the work to a specific company (“the Subcontractor”). The Minority Owner was familiar with the Subcontractor but had never utilized them on a project. Despite the Majority President’s suggestion, the Minority Owner did not attempt to contact the Subcontractor. When questioned further by the Office about this, the Minority Owner stated “You know come to think of it... (Pause)... Cause see that project was kinda, um, was kinda rushed. So, I don’t even remember us starting on that project, um, when, when, when [the Subcontractor’s owner] started that project, um, I just know I got an invoice for it from him.” When asked if it was fair to say the Majority President, and not the Minority Owner, was the one who selected the Subcontractor to work on the Woodlawn Project, the Minority Owner stated “That might have been the case. For this project.”

As the Woodlawn Project was subject to PWLH requirements (see footnotes 2 and 3), the Majority Company and all of its subcontractors were required to complete Weekly Certified Payroll Reporting Forms (“Payroll Forms”). A review of the Payroll Forms revealed that the Subcontractor began working on the Woodlawn Project on September 24, 2023. Further, the review did not reveal that any such documents had been submitted by the Minority Company for the Woodlawn Project. This corroborated the Minority Owner’s assertion that the Subcontractor, and not the Minority Company, had performed the demolition work on the Woodlawn Project.

On September 28, 2023, the Minority Owner received an email from the Majority Company containing three documents – the Subcontractor Requirements, the Master Roofing Subcontract, and the Standard Agreement Between Contractor and Subcontractor (“the Standard

Agreement”).⁸ Upon receipt, the Minority Owner signed the Standard Agreement, which was effective as of September 28, 2023, and emailed it back to the Majority Company on October 5, 2023. A copy of the Standard Agreement is attached as **Exhibit 16**. A section within the Standard Agreement titled “Contract Payment” indicated that the Minority Company would be paid \$70,320 for “satisfactory and timely performance” related to work on the Woodlawn Project. Further, the “Assignment” section of the Standard Agreement stated that the “subcontractor shall not assign the whole or any part of Subcontract Work or this agreement without prior written approval of Contractor.”

On October 19, 2023, the Minority Owner sent an email to the Subcontractor’s owner titled “Woodlawn Subcontracting documents,” requesting that they sign and return the attached document. The attached document was a modified version of the Standard Agreement that mirrored the one between the Majority Company and the Minority Company (see Exhibit 16) with the exception of the first page. The modified version, which was also effective as of September 28, 2023, stated that the Minority Company would be paid \$4,923 and the Subcontractor would be paid \$65,397, for a sum total of \$70,320. The Minority Owner personally altered the Standard Agreement because they intended to have the Subcontractor perform the work for \$65,397 and to keep \$4,923 as a management fee. The Minority Owner did not send a copy of this altered version of the Standard Agreement to the Majority Company, but as stated above, the Majority President was aware of the Minority Owner’s intention to subcontract the demolition work to another company. A copy of the altered page from the Standard Agreement is attached as **Exhibit 17**.

In October 2023, the Minority Owner received two checks from the Majority Company dated October 2, 2023 and October 17, 2023 for \$15,000 and \$20,000 respectively. In the memo section of the October 2, 2023 check was “Woodlawn Police (MBE).” In the memo section of the October 17, 2023 check was “Woodlawn Police (Minority – MBE).” Copies of the checks are attached as **Exhibit 18** and **Exhibit 19**. The Minority Owner could not specifically recall how they obtained the checks, but they may have picked up both checks on the same day from the Majority Company’s business office. The Minority Owner had not sent invoices for these two payments because the Woodlawn Project had started without their knowledge. Subsequently, on October 20, 2023, the Minority Owner sent an invoice to the Majority Company that showed \$35,000 in payments had been received (see Exhibit 18 and Exhibit 19) and that a balance of \$35,320 was still due. A copy of the invoice is attached as **Exhibit 20**. The Minority Owner admitted the Minority Company did not perform the tasks specified on the invoice pertaining to the Woodlawn Project. Also, the Minority Owner admitted they never visited the jobsite. Aside from one of their employees going to the jobsite one time at the very beginning and one time toward the end, nobody from the Minority Company participated in the Woodlawn Project.

While the Minority Owner was unable to produce a copy of the third check they had received from the Majority Company for the Woodlawn Project, the Minority Owner was able to produce copies of the three checks the Minority Company had issued to the Subcontractor for the Subcontractor’s work on the Woodlawn Project totaling \$65,397. The first check to the Subcontractor was for \$12,000. It had “Woodlawn Payment” written in the memo section. The second check to the Subcontractor was for \$20,000. It had “Payment #2 Woodlawn” written in

⁸ A copy of the Standard Agreement for the Woodlawn Project was provided to the County on October 12, 2023 in response to a request related to PWLH compliance requirements.

the memo section. Both of these checks were issued in October 2023. The third check to the Subcontractor, which was dated March 19, 2024, was for \$33,397. This check had “Final Woodlawn Payment” written in the memo section. Copies of the three checks are attached as **Exhibit 21**, **Exhibit 22**, and **Exhibit 23**.

In late November 2023, the Minority Owner sent an email containing a “Master Subcontract” effective September 28, 2023 between the Minority Company and the Subcontractor. According to the Minority Owner, this Master Subcontract was for the work the Subcontractor was to perform on the Woodlawn Project for \$65,397. Although the date under the Subcontractor owner’s signature is listed as “11/28/24,” the Minority Owner advised it was actually signed on November 28, 2023. The Minority Owner signed the document the next day on November 29, 2023. A copy of the Master Subcontract is attached as **Exhibit 24**.

On March 14, 2024, the Minority Owner received an email from the MBE Office requesting that they complete the attached Excel spreadsheet titled Baltimore County MWBE Payment Report (“the Payment Report”). On March 28, 2024, the Minority Owner sent the Payment Report back to the MBE Office via email with the requested information. The Payment Report confirmed receipt of three payments from the Majority Company totaling \$70,320. However, it should be noted that there were inconsistencies between the information provided on the Payment Report and the two checks that were provided to the Office (see Exhibits 18 and 19). Specifically, one of the dates and one of the check numbers did not match. Further, the Minority Owner indicated that “Prevailing Wage” requirements had been met even though they had no role in that process and none of the Minority Company’s employees had participated in the Woodlawn Project. A copy of the Payment Report is attached as **Exhibit 25**.

VI. Other Relevant information⁹

On February 5, 2024, an accountant working on behalf of the Majority Company (“the Accountant”), sent an email to address a series of PWLH-related concerns that had been raised by the third-party contractor that helps the County manage its PWLH program (“the PWLH Consultant”). The concerns related to various subcontractors, including the Subcontractor, who were participating on the Woodlawn Project. The Majority President was copied on the email. One of the prompts in the email stated “[the Minority Company] has not submitted any payroll records or fringe records to the LCP tracker.” In response to this prompt, the Accountant wrote “[the Majority Company’s] contracted [the Minority Company] owner to supervise [the Subcontractor’s] employees during the project. [The Minority Company] did not have any of their own employees on the project.” A copy of the email is attached as **Exhibit 26**.

In an email dated February 15, 2024, the Majority President addressed PWLH issues as it related to both the Minority Company and the Subcontractor stating “Here is an update that I think resolves this completely.” Of significance was the Majority President’s statement that “[w]ith respect to the [Minority Company] information, it appears that you need records from the

⁹ As noted earlier in the report, the Woodlawn Project was subject to PWLH requirements. Information in this section was collected from, or on behalf of, the Majority Company and the Subcontractor, in support of their PWLH obligations.

employees that actually did the work on the project, all of whom were [the Subcontractor’s] employees.” Attached to the email were a variety of documents, the majority of which related to the Subcontractor, including: Payroll Forms; images of checks; and employee affidavits, which were signed under the penalty of perjury, that the payments they had received were related to work conducted on the Woodlawn Project. A copy of the email is attached at **Exhibit 27**.

VII. Attempt to Interview the Majority President and Subpoena the Majority Company

During the Office’s investigation of the Majority Company’s conduct during the Public Safety Project, several attempts were made to schedule an interview with the Majority President. Ultimately, the Majority President retained counsel (“the Law Firm”) and declined to be interviewed. In October 2024, a series of emails were exchanged between the Office and the Law Firm in an attempt to schedule an interview with the Majority President about the facts set forth in this report concerning the Woodlawn Project as well as to subpoena the Majority Company for relevant records. As of the date of this report, there has been no response from the Law Firm regarding the proposed interview. As for the subpoena, on October 11, 2024, the Office was able to serve a subpoena on the Majority Company. The subpoena had a production due date of October 25, 2024. As of the date of this report, which is about a month past the production due date, no records have been produced by the Majority Company in response to the subpoena. The Office is currently pursuing judicial remedies to the Majority Company’s noncompliance.

VIII. Conclusion

The investigation substantiated that the Majority Company knowingly violated the County’s MBE policies during the Woodlawn Project. Specifically, the Majority Company arranged to have the demolition work performed by the Subcontractor, an entity that was not a certified MBE in accordance with the County’s MBE rules, instead of the Minority Company, which was a certified MBE. At no time did the Majority Company seek the approval of the County to transfer the contracted demolition work from the Minority Company to the Subcontractor. The Majority Company facilitated this transfer of work despite having represented to the County on several documents during the contract award phase that the Minority Company would be performing that work. Below is a summary of those representations.

- The Majority Company represented on Form B (see Exhibit 10) that the Minority Company would receive eight percent of the Majority Company’s contract, which amounted to \$70,320. In fact, the Minority Company only received \$4,923, in the form of a management fee, and none of its employees worked on the Woodlawn Project because the Minority Company did not have sufficient resources at the time to complete the work. Instead, the Majority Company arranged to have the Subcontractor perform the demolition work on the Woodlawn Project for which it was compensated \$65,397.
- The Majority Company represented on Form C (see Exhibit 11) that the Minority Company would be performing “Demo” on the Woodlawn Project between April 2023 and July 2023 for \$70,320. The document also specified that the listed subcontractor must be an MBE

certified by MDOT or Baltimore City. These statements proved to be false in that the demolition work was not performed by the Minority Company, but instead, it was completed by the Subcontractor. In addition, the Subcontractor was not an MBE that had been certified by MDOT or Baltimore City.

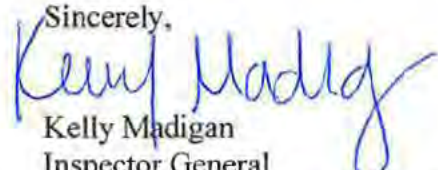
- The Majority Company also submitted Form C-Subcontractor (see Exhibit 12) to the County in which the Majority Company represented that it intended to pay the Minority Company \$70,320 for demolition work on the Woodlawn Project. This document was signed “under the penalties of perjury.” The document also explicitly stated the Majority Company could not identify a certified MBE in a bid or proposal to the County and then fail to use that MBE or simply pay that MBE solely for the use of its name. Despite this warning, the Majority Company did just that by representing to the County that it intended to use the Minority Company, a certified MBE, for the demolition work when in fact, it used the Subcontractor, which was not a certified MBE.

The investigation did not identify any efforts on the part of the Majority Company to notify the County that they intended to alter their MBE plan. As noted in Section III of the report, the MBE Participation Summary states any and all changes to MBE subcontractors “must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.” In this matter, no such steps were taken. Regardless, even if the Majority Company had inquired of the County about substituting the Subcontractor for the Minority Company to perform the demolition work, the Subcontractor would not have met the requirements because it is not certified by MDOT or Baltimore City as an MBE.

Although the Majority Company failed to cooperate with the investigation, the interview of the Minority Owner, as well as the emails detailed in Section VI of the report, clearly reveal the Majority President’s knowledge as it related to personnel that worked on the Woodlawn Project. This knowledge is best displayed using the Majority President’s own words: “[w]ith respect to the [Minority Company] information, it appears that you need records from the employees that actually did the work on the project, all of whom were [the Subcontractor’s] employees.”

Of particular concern to the Office is that this is the second County project, and the third project overall that the Office is aware of, if including the Baltimore City matter, in which the Majority Company made false representations regarding their MBE participation on contracts. In the Baltimore City matter, the City sued the Majority Contractor in the Circuit Court for Baltimore City and sought relief in the form of monetary damages and debarment. The lawsuit is ongoing. Based on the findings set forth in this report and the Majority Company’s history of fraudulent conduct, the Office recommends that the County consider disbarring the Majority Company from further County contracts and assessing financial penalties in accordance with the memorandum dated January 17, 2020 titled “Compliance Reporting – Penalties,” which is part of the MBE Plan Package (see Exhibit 7).

This matter is being referred to you for an official response. Please respond in writing by December 23, 2024, indicating what action has been taken or what action you intend to take regarding this matter. Should you have any questions, please do not hesitate to contact me.

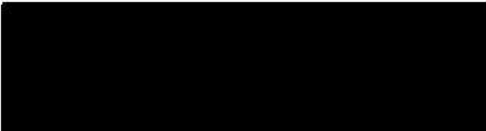
Sincerely,

Kelly Madigan
Inspector General
Office of the Inspector General

cc: John A. Olszewski, Jr., County Executive
Sean Naron, Chief of Staff
James R. Benjamin, Jr., County Attorney
Lauren Buckler, Director, Department of Public Works and Transportation
Kevin Reed, Director, Office of Budget and Finance
Renee Coleman, Director, Office of Human Resources
Sevetra Peoples, Chief, Diversity, Equity and Inclusion Office



JOHN OLSZEWSKI, JR.
County Executive

KEVIN D. REED, Director
Office of Budget and Finance



RE: CONTRACT #: 22236 PP0
 WORKDAY NO. 10002464
 BID AMOUNT: \$879,000.00
 JOB ORDER #: 241-210-0036-2238
 JOB DESCRIPTION: Woodlawn Police Precinct #2 Roof Replacement
 6424 Windsor Mill Road, Woodlawn, Maryland 21207

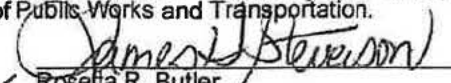
This constitutes Notice of Award to you or your firm of the above-referenced contract in accordance with Section GP-3.01 of the February 2000 Baltimore County Department of Public Works Standard Specifications for Construction and Materials (Standard Specifications). *You are now required to execute and submit one (1) original set of Section VI – Post Award Documents, which includes the Contract Agreement, Performance and Payment Bonds, and Insurance Provisions to the Division of Construction Contracts Administration, 111 West Chesapeake Avenue, Room 300B, Towson, Maryland 21204 within ten (10) business days after the date of the Notice of Award.* Directions are on our website:

<https://www.baltimorecountymd.gov/Agencies/publicworks/engineering/contracts/publicworkscurrentsolicitations.html>.

Attached is a MBE/WBE Subcontractor Participation Notice of Intent to Award (Form C-Subcontractor). Please complete one form for each certified MBE or WBE firm listed on your MBE/WBE Participation Schedule (Form B). **Also, submit a list of all non-MBE/WBE subcontractors your company will use, include the scope of work, dollar amount, and their Federal Identification Number.** Submit Form C-Subcontractor and your list of non-MBE/WBE subcontractors to mwbe@baltimorecountymd.gov within ten (10) business days after the date of the Notice of Award. Failure to submit this form within the required time will delay Notice to Proceed of this project.

In accordance with Standard Specifications Section GP-6.01, you are directed to submit, for approval, the Source of Material for the contract to the Chief, Division of Construction Contracts Administration, Department of Public Works and Transportation. No material may be incorporated into the work until the Source of Supply has been approved and "Notice to Proceed" has been issued, as provided for in Section G.P. 8.02 of the Standard Specifications. Materials requiring longer delivery times should be given special attention. Substitutions, or equal products and design alternates, when permitted by the contract documents, are to be submitted for approval at the earliest possible date. The County does not guarantee approval of these submissions.

No physical work shall begin on the project until after the contract documents have been fully executed by all parties and "Notice to Proceed" has been issued by the Chief, Division of Construction Contracts Administration, Department of Public Works and Transportation.

for 
 Rosella R. Butler
 Chief, Purchasing Services
 Office of Budget and Finance

03/02/23
 Date

RRB
Attachment

BALTIMORE COUNTY, MARYLAND

**MBE/WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD
(Form C-Subcontractor)**

Provided that _____ (Prime Contractor's Name) is awarded the County contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE/WBE firm _____ (MBE/WBE Name) with MDOT/Baltimore City Certification Number _____ which will receive at least \$ _____ which equals to _____ % of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the County may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE/WBE Subcontractor Participation Notice of Intent to Award (Form C-Subcontractor) Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the Baltimore County Use of Minority Business Enterprises and Women's Business Enterprises in County Contracts, Executive Order 2017-003 and the State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

1. fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
2. fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
3. fail to use the certified Minority Business Enterprise in the performance of the Contract; or
4. pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

<p>PRIME CONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>	<p>SUBCONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____</p>
--	---

3/13/2019

FOR BALTIMORE COUNTY OFFICIAL USE	
_____ SIGNATURE	_____ DATE

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT ("Contract"), IS MADE THIS 9th day of March 2023 by and between Baltimore County, Maryland, a body corporate and politic ("County"), and [REDACTED], ("Contractor").

WITNESSETH, that the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the County, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work, services, and labor in fulfillment of the requirements of Contract No. 22236 PP0 ("the Project") in strict conformity with the solicitation, plans, specifications, special provisions, any and all addenda, and the proposal, at the prices named therein, and all of which are collectively the Proposal, and said Proposal is attached hereto and made a part thereof.

The Project shall be done in strict compliance with (i) the Proposal, (ii) the Baltimore County Department of Public Works and Transportation February 2000 "Standard Specifications for Construction and Materials" and "Standard Details for Construction" (iii) and any and all revisions thereto as of the date of advertisement, including but not limited to the supplemental specification known as Addendum 3 and General Conditions Building Projects, as applicable, and all of which (i-iii) are made a part hereof and incorporated herein (collectively, the "Specifications"). Contractor understands and agrees it is Contractor's responsibility and obligation to obtain a copy of the "Specifications" and agrees the Specifications are incorporated herein. Copies of the revisions are on file and available at the Division of Construction Contracts Administration, County Office Building, Towson, Maryland, and are on the County's website at <http://www.baltimorecountymd.gov/Agencies/publicworks/standardsandspecs/specsanddetails.html>. In the event of a conflict between (a) the February 2000 "Standard Specifications for Construction and Materials" and "Standard Details for Construction" and (b) the supplemental specification known as Addendum 3 and General Conditions Building Projects, as applicable, then (b) the supplemental specification shall control.

The Project shall be subject to the inspection and approval of the Office of Budget and Finance – Property Management for Baltimore County, or his authorized representative, and in the event any portion thereof shall be rejected by said Director or his representative as defective or unsuitable, then the said portion shall be removed and replaced and be performed anew to the satisfaction and approval of the said Director or his representative at the cost and expense of the Contractor.

THE CONTRACTOR AFFIRMS that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least \$200,000.00, to file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

THE CONTRACTOR FURTHER COVENANTS AND AGREES that all the Project shall be furnished, performed and delivered, in every respect, to the satisfaction and approval of the Office of Budget and Finance – Property Management, aforesaid, on or before the expiration of One Hundred Eighty (180) CALENDAR DAYS (the "Contract Period") after written notice has been given by the Director or his authorized representative to begin the work.

IT IS AGREED THAT TIME IS OF THE ESSENCE. In the event the Contractor fails to achieve Final Completion and Final Acceptance of the Contract work within the Contract Period specified herein, plus any extensions thereto agreed to in writing by a legally authorized representative of the County pursuant to the terms of this Contract, then Contractor shall pay the County the sum of FIFTEEN HUNDRED DOLLARS (\$1500.00) as Liquidated Damages for each CALENDAR DAY after the expiration of the Contract Period, as may be extended by the County, until the Contractor achieves Final Completion and Final Acceptance of the Project.

[REDACTED]
Contractor's initials
3/9/23

Date

IT IS FURTHER AGREED that:

- (a) These Liquidated Damages are a reasonable estimate of the County's damages solely due to the public's loss of use of the Project during the delay period and is not a penalty.
- (b) It is very difficult, if not impossible, to accurately measure the damages to the County due to the public's loss of use of the Project during the delay period.
- (c) Notwithstanding GP 8.09 of the Baltimore County Standard Specification for Construction, in addition to the damages due to the public's loss of use of the Project during the delay period, the County is likely to incur additional direct costs during the delay period, including but not limited to, costs for construction management, consultants, architectural services, office trailer and supplies, utilities, County employees' time, County vehicles, and such other costs that the County will incur to continue administration of the construction and the Contract during the delay period, all of which will be monitored by the County, and if so required by the County, the Contractor shall pay such actual damages incurred during the delay period. **THE PARTIES HERETO UNDERSTAND AND AGREE THAT CONTRACTOR'S OBLIGATION TO PAY THE COUNTY FOR ACTUAL DAMAGES DURING THE DELAY PERIOD SHALL BE IN ADDITION TO THE CONTRACTOR'S OBLIGATION TO PAY THE LIQUIDATED DAMAGES DUE TO THE PUBLIC'S LOSS OF USE OF THE PROJECT.**
- (d) The County shall have the right, but not the obligation, to deduct the Liquidated Damages due to the public's loss of use of the Project, and the County's actual costs and costs to continue administration of the construction and the Contract, from any monies due or any monies that may become due to the Contractor.

IT IS DISTINCTLY UNDERSTOOD AND AGREED that no claim for extra work, material or overhead not specifically provided for in the Contract will be allowed by the County, nor shall the Contractor do any work or furnish any materials not covered by this Contract and the Specifications, unless the same is ordered in writing by a legally authorized representative of the Office of Budget and Finance – Property Management in accordance with the terms of the Contract. Any such work or materials which may be done or furnished by the Contractor without any such written order first being given shall be at said Contractor's sole risk, cost and expense and Contractor hereby covenants and agrees that without such written order, Contractor shall make no claim for compensation for work, materials, or overhead so done or furnished.

NOTWITHSTANDING GP 4.06 OF THE BALTIMORE COUNTY STANDARD SPECIFICATIONS FOR CONSTRUCTION, IT IS SPECIFICALLY AGREED that the Contractor shall have no entitlement to damages arising out of delay, disruption, interference or hindrance from any cause whatsoever. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud or gross negligence on the part of the County or its agents.

IT IS FURTHER DISTINCTLY AGREED that the said Contractor shall not assign this Contract, nor any part thereof, nor any right to any of the monies to be paid hereunder, nor shall any part of the work to be done or material furnished under said Contract be sublet without the prior written consent of a legally authorized representative of the Office of Budget and Finance – Property Management in accordance with the terms of this Contract. Further, the acceptance of the final payment by the Contractor shall effectuate a release in full of all claims against County and its officials, employees, representatives, and agents arising out of, or by reason of the Project and this Contract.

The Contractor shall review government issued identification and badge all employees of the Contractor and its subcontractors. The Contractor shall also review all federal forms, including but not limited to I-9's, for compliance as well as copies of all employment eligibility and identity documentation maintained to the extent required by law.

The Bonds, given by the Contractor in a sum equal to the total contract price of the Project in compliance with the terms and provisions of this Contract, are hereby attached and incorporated herein.

IT IS AGREED that in the event that the County is delayed or prevented from timely execution of this Contract, the Contractor releases County and agrees Contractor shall have no action, claim or demand against County therefore.


Contractor's Initials

3/9/23
Date

VI-2

THE CONTRACTOR HEREBY FURTHER AGREES to receive the prices set forth in the Proposal incorporated herein as full compensation for the completion of the Project and, in all respects, to complete said Contract to the satisfaction of the County.

THE CONTRACTOR REPRESENTS AND WARRANTS:

- (i) it is duly formed and validly existing under the laws of the State of Maryland ;
- (ii) it is in good standing in the State of Maryland;
- (iii) it has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Contract;
- (iv) the Contractor and the person executing this Contract for the Contractor each warrant that he/she is duly authorized by the Contractor to execute and seal this Contract on the Contractor's behalf;
- (v) the warranties of merchantability and fitness for a particular purpose and use and warranties of title and against infringement, and all express warranties contained in this Contract, including but not limited to the Proposal (and any sample or model presented by Contractor and expressly accepted by the County) shall apply to the portion of this Contract pertaining to or for goods;
- (vi) all representations and warranties made in the Proposal and herein remain true and correct in all respects when made, as of the date of this Contract, and throughout the term of this Contract; and
- (vii) there exists no actual or potential conflict of interest between its performance under this Contract and its engagement or involvement in any other personal or professional activities and in the event such conflict or potential conflict arises during the term of this Contract, the Contractor shall immediately advise the County in writing thereof.

THE CONTRACTOR shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

Those sections in this Contract which by their nature are intended to survive, including but not limited to, Contractor's representations and warranties, confidential information, and indemnification shall survive the termination of this Contract.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand and seal the day and year first above written.

CONTRACTOR NAME: [Redacted]

FEDERAL TAX ID or SS #: [Redacted]

By: [Signature] (Seal)

Name: [Redacted]

Title: President Date: 3/9/23

BALTIMORE COUNTY, MARYLAND

By: Stacy L. Rodgers Date: 5/1/23
Stacy L. Rodgers, County Administrative Officer

WITNESS:
Margaret M. Saunders
Executive Secretary
Margaret M. Saunders
Type (Print) Name

APPROVED FOR FORM AND LEGAL AND SUFFICIENCY* (Subject to execution by the duly authorized Administrative official and Chairperson of the County Council, as indicated).

APPROVED:
[Signature] Date: 5/8/23
Kevin D. Reed, Director of Budget and Finance

Walter M. Patterson 5/12/23
Office of the County Attorney CMP 4/26/23
*Approval of Form and Legal Sufficiency does not convey approval or disapproval of the substantive nature of this transaction. Approval is based upon typeset documents. All modifications require re-approval. 7480

Funds Certified On
Document ID #PROJ-100362238
Katherine Madden 4/19/23
Office of Budget & Finance unr Date
\$1,028,919.00

VI-3



JOHN A. OLSZESKI, JR.
County Executive

KEVIN D. REED, DIRECTOR
Office of Budget and Finance

May 15, 2023



RE: **Contract No.:** **#22236 PP0**
 Job Order No.: 241-210-0036-2238
 Description of Work: Woodlawn Police Precinct 2 Roof/Skylight Replacement
 District No.: 2 c2

You are hereby authorized to proceed with the above-referenced work within fifteen (15) days. Baltimore County Property Management is to be contacted at least five (5) days before beginning work on the project.

Section TC 5.03 of the February 2000 Standard Specifications for Construction and Materials requires submission to the County of a written request for approval of any work which is to be sublet and shall include the item number(s) and the dollar value.

Cooperation with those listed below will ensure execution of this project in a timely and orderly manner.

Should you have any questions, please call us at (410) 887-2197 or (410) 274-9993.

Sincerely,

George Thomakos, Project Specialist
Baltimore County Property Management

cc: Izzy Patoka – council2@baltimorecountymd.gov
 Matt Gawel – mgawel@baltimorecountymd.gov
 Brian Howard - Brian.c.howard@verizon.com

Albers - ***.albers@bge.com
Karen McCormick – kmccormick@baltimorecountymd.gov
Tom Hargis – thargis@baltimorecountymd.gov
Keith Owens – owens.keith@DOL.gov
Trish Kozlay – tkozlay@baltimorecountymd.gov
Rachel Little – rlittle@baltimorecountymd.gov
Barbara Wentworth – bwentworth@baltimorecountymd.gov
Michael Goodyear – mgoodyear@baltimorecountymd.gov
Jim Fickes – gfnet.com



JOHN A. OLSZEWSKI, JR.
County Executive

SEVETRA PEOPLES-BROWN
Executive Director, Human Relations Commission
Chief of Diversity, Equity & Inclusion Office

April 25, 2023

Via Electronic Mail

[Redacted]
President
[Redacted]
[Redacted]

Re: Warning of Cure Notice – Failure to Comply with Required Reporting (Contract No. 18257 PO0 Public Safety Building Roof Replacement)

Dear [Redacted],

Please note that as of Monday April 25, 2023, our records reflect that [Redacted] has attained 0% towards the 25% MBE Goal with sub-contractor [Redacted]. The absence of timely monthly reporting is a failure to comply with the MBE/WBE requirements as defined in section (4) of the *MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE)* for **Contract Agreement Number 18257, PO0 Public Safety Building Roof Replacement**. The failure to report and/or comply will lead to late fees, fines, penalties, suspension of prequalification suspension, a cure notice, and ultimately contract termination all at the sole discretion of Baltimore County.

IMPORTANT: Please provide a written detailed response to Warren Squirewell (e-mail below), **no later than 5pm Monday May 1, 2023**, that outlines the action steps [Redacted] will take to reach and report on the attainment towards the 25% MBE Goal, by Friday May 26, 2023. Failure to reply will be deemed as Non-Compliant and penalties will be enforced.

Reporting must be done through the PRISM Compliance Portal at <https://baltimorecounty.prismcompliance.com/>. For assistance in accessing please contact the MBE/WBE help desk at 410-887-3407. For questions related to MBE Goal Attainment, please contact me, Warren Squirewell at wsquirewell@baltimorecountymd.gov. For questions related to your contract, please contact Michael Goodyear at mgoodyear@baltimorecountymd.gov

MBE Goal Attainment Summary (as of April 25, 2023):

MBE Goal – 25%
Attainment – 0%
Contract Value - \$1,797,901.90
Prime – [Redacted]
Sub-Contractor – [Redacted]

Sincerely,

Warren H. Squirewell, CCA
MBE/WBE Compliance Officer

cc: Sevetra Peoples-Brown, Chief Diversity, Equity and Inclusion
Matthew Leone, PE Chief, Construction Contracts Administration, Department of Public Works and Transportation



KELLY MADIGAN
Inspector General

STEVE QUISENBERRY
Deputy Inspector General

Office of the Inspector General

***** Executive Management Referral *****

To: Stacy L. Rodgers, County Administrative Officer
James R. Benjamin, Jr., County Attorney
Sevetra Peoples, Chief, Diversity, Equity and Inclusion Office
D'Andrea Walker, Director, Department of Public Works and Transportation
Matthew Leone, Chief, Construction Contracts Administration

From: Kelly Madigan, Inspector General

Date: 06/30/2023

Re: [REDACTED]

On June 28, 2023, it was brought to the attention of the Office of the Inspector General (hereafter "the Office") that [REDACTED], which was the subject of OIG Investigative Report - Case 23-009 dated May 19, 2023, as well as a separate investigation conducted by the Baltimore City Office of the Inspector General (hereafter "the City-OIG"), was awarded a Baltimore County contract during or about February 2023. The contract, which was valued at \$879,000, was to replace the roof on the Woodlawn Police Precinct #2 located at 6424 Windsor Mill Road (hereafter "the Woodlawn Project"). A copy of the Notice of Award dated March 2, 2023 associated with the Woodlawn Project is attached as **Exhibit 1**.

Pursuant to the Woodlawn Project, a Contract Agreement between the County and [REDACTED] dated March 9, 2023 was executed by [REDACTED], and County Administrative Officer (CAO) Stacy Rodgers. [REDACTED] signed the Contract Agreement on March 9, 2023 and CAO Rodgers signed it on May 1, 2023. A copy of the Contract Agreement is attached as **Exhibit 2**. On May 15, 2023, a representative from Property Management sent [REDACTED] a Notice to Proceed regarding the Woodlawn Project. At this time, it is unknown whether [REDACTED] has performed any work pursuant to the Woodlawn Project.

Upon learning of the Woodlawn Project, the Office reviewed various documents associated with [REDACTED] bid. During that review, it was discovered that [REDACTED] had represented to the County in mid-February 2023 on County Forms A, B, and C, copies of which are attached as **Exhibits 3-5**, that it intended to award twenty-eight percent (28%) of the Woodlawn Project to two different Minority Business Enterprises (MBEs) as follows:

- \$175,800 to [REDACTED], which is equal to about twenty percent (20%) of the contract value

- \$70,320 to ██████████ for demolition work, which is equal to about eight percent (8%) of the contract value

Because the Office's recent Investigative Report on ██████████, a copy of which is attached as **Exhibit 6**, and the City-OIG's investigation into ██████████, both concerned false statements made by ██████████ regarding its proposed and actual use of MBEs on County and City projects, the recent award of the Woodlawn Project to ██████████ is concerning to the Office for two primary reasons as outlined below.

First, the Administration should be aware that as a result of the Office's investigation into ██████████ conduct during the approximate \$1.8 million Public Safety Building roof replacement project (hereafter "the Public Safety Building Project"), a Warning of Cure Notice dated April 25, 2023 was sent from MBE Compliance Officer Warren Squirewell to ██████████. Copied on the Warning of Cure Notice were Sevetra Peoples-Brown, Chief of the County's Diversity, Equity and Inclusion Office and Matthew Leone, Chief of the Construction Contracts Administration for the Department of Public Works and Transportation (DPWT). It should be noted that the Woodlawn Project is also being administered by DPWT's Construction Contracts Administration. In the Warning of Cure Notice, a copy of which is attached as **Exhibit 7**, ██████████ was admonished for failing to comply with "timely monthly reporting" requirements during the Public Safety Building Project, and that noncompliance was deemed to be a failure to abide by the MBE requirements of the associated contract. Further, the Warning of Cure Notice set forth the penalties that could be assessed to ██████████ for failing to adhere to the County's MBE program requirements, which range from fines and penalties to suspension. Finally, the Warning of Cure Notice gave ██████████ a deadline of 5:00 p.m. on May 1, 2023 to respond to the County as to the steps it intended to take to rectify its reporting failures during the Public Safety Building Project. Of particular concern to the Office is that on May 18, 2023, the Office interviewed Mr. Squirewell about ██████████ conduct during the Public Safety Building Project. As of the date of that interview according to Mr. Squirewell, ██████████ had yet to respond to the Warning of Cure Notice.¹ Despite ██████████ failure to meet the May 1, 2023 deadline and despite the fact that representatives from both the County's MBE program and DPWT's Construction Contracts Administration had been put on notice in April 2023 that ██████████ was not in compliance with the County's reporting requirements and at risk of being penalized, the Contract Agreement for the Woodlawn Project was signed by CAO Rodgers on May 1, 2023.

Second, the Office had stated in its Investigative Report that it intended to make a criminal referral to the appropriate law enforcement agency regarding ██████████ improper conduct during the Public Safety Building Project. On May 19, 2023, the Office made such a referral to Baltimore County State's Attorney Scott Shellenberger. The Office intends to notify the Baltimore County State's Attorney of this development as well. As such, the Administration should be mindful that a criminal investigation of ██████████ conduct regarding the Public Safety Building project could ultimately affect ██████████ ability to perform under the Woodlawn Project, even if it is determined that ██████████ committed no wrongdoing while securing the Woodlawn Project.

Finally, the Office requests that the Administration respond in writing by July 14, 2023

¹ ██████████ did not cooperate with the Office's investigation into ██████████ during the Public Safety Building Project in that he declined to be interviewed by the Office.

with an explanation as to how [REDACTED] was permitted to secure a signed Contract Agreement for the Woodlawn Project in May 2023 while the May 1, 2023 deadline set forth in the Warning of Cure Notice went unsatisfied. In that regard, the Administration should consider implementing a practice of checking to see whether a primary contractor is in good standing with the County's MBE program before selecting them for a contract award. If that practice is already in place, the Administration needs to review the business process to see why it did not work in this particular instance. Also, the Office would like the Administration to advise as to whether it intends to permit [REDACTED] move forward as the primary contractor on the Woodlawn Project under the current, agreed upon terms, or if intends to modify the terms or to disqualify [REDACTED] based on the information set forth in the Office's Investigative Report dated May 19, 2023 and this supplemental report.



**EXECUTIVE ORDER
No. 2022-005**

**USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S
BUSINESS ENTERPRISES IN COUNTY CONTRACTS**

WHEREAS, Baltimore County, Maryland recognizes the important contributions made by Minority Business Enterprises and Women's Business Enterprises to the overall economic health of the region; and

WHEREAS, It is the goal of this Administration to provide maximum opportunities for Minority Business Enterprises and Women's Business Enterprises to participate in all phases of procurement in the County, including construction, purchases of goods and services, architectural and engineering agreements, consultant contracts and other professional service agreements; and

WHEREAS, The County has exceeded its Minority and Women's Business enterprise goal of 15 percent.

NOW, THEREFORE, it is this 6th day of December, 2022, by the County Executive of Baltimore County, Maryland, ordered that the July 7, 2017 Executive Order, Use of Minority Business Enterprises and Women's Business Enterprises in County Contracts, is hereby repealed and replaced by the following:

SECTION 1. DEFINITIONS.

In this Executive Order, the following words have the meanings indicated:

(A)(1) "Discretionary dollars" means dollars spent in county procurements from county capital funds and county operating funds.

(2)(i) "Discretionary dollars" does not include dollars spent on procurements or classes of procurements for which the county is not able to control or influence the utilization of MBE or WBE firms.

(ii) These procurements are likely to include or involve:

- (a) other governmental or quasi-governmental agencies;
- (b) utilities;
- (c) proprietary items;
- (d) emergency procurements; and
- (e) operating grants to arts entities.

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

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

(D) "Waiver" means an adjustment to the MBE/WBE goals established by the Procurement Review Group for a solicitation that may be requested by a bidder at the time of bid submission.

SECTION 2. MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS.

(A) An overall goal of 23% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements are to be awarded to and performed by MBE and WBE firms. This overall goal shall increase to 30% commencing in fiscal year 2026.

(B) All County offices and departments shall make good faith efforts to equitably use the services of MBE and WBE firms.

(C) The Minority Business Enterprise Unit shall submit to the County Executive an annual written report on the efforts made in accordance with this section.

(D) All contracts or other agreements between Baltimore County and other governmental agencies, quasi-governmental agencies, developers, or any other parties, involving the provision of discretionary dollars from or through the County for the purpose of contracting with such entities to acquire and build, renovate, rehabilitate, demolish or otherwise perform a public works function shall include provisions regarding participation by MBE firms and WBE firms consistent with this Executive Order.

SECTION 3. PROCUREMENT REVIEW GROUP

(A)(1) There is a Procurement Review Group that, at a minimum, shall consist of at least one representative from:

- (i) The Purchasing Division of the Office of Budget and Finance;
- (ii) The Department of Public Works and Transportation; and
- (iii) The Minority Business Enterprise Unit of the Office of Budget and Finance.

(2) The Chairman of the Procurement Review Group may request the presence and participation (without voting rights) of representatives from other agencies.

(B) The representative from the Minority Business Enterprise Unit shall serve as Chairman of the Procurement Review Group.

(C)(1) The Procurement Review Group shall review bid solicitations involving discretionary dollars to determine whether opportunities exist for MBE or WBE participation or both MBE and MBE participation.

(2) The Procurement Review Group may make recommendations for dividing total requirements of a solicitation into smaller contracts or shorter terms to allow maximum MBE or WBE participation or both MBE and WBE participation.

(3)(i) The Procurement Review Group may recommend that the minimum MBE or WBE participation or both MBE and WBE participation in an individual procurement or class of procurements be more or less than the overall goal established in Section 2, as appropriate.

(ii) Any recommendation that the minimum MBE, or WBE participation or both in an individual procurement or class of procurements be more or less than the goal established in Section 2 shall be reasonable and shall reflect the number of willing and able firms available to perform the items of work to be subcontracted.

(D)(1) The Procurement Review Group may adopt rules of procedure for the conduct of its business.

(2) The rules may include:

(i) rules and standards for evaluating and determining MBE and WBE goals for solicitations;

(ii) rules for evaluating requests for waivers; and

(iii) refinements to the definition of "discretionary dollars."

(E) The Procurement Review Group shall meet regularly as determined by the Chairman.

SECTION 4. SOLICITATIONS OPPORTUNITIES.

In accordance with the recommendations of the Procurement Review Group, the Office of Budget and Finance and the Department of Public Works and Transportation shall:

(1) To the extent practicable and consistent with other provisions of this Executive Order, take the steps outlined in this Section to ensure that MBE firms and WBE firms have maximum opportunity to participate on County contracts;

(2) Use best practices (which may include, but are not limited to, use of the County website, advertisement in newspapers, and other media outlets) to notify MBE and WBE firms of bid solicitations in accordance with Section 6 (Formal Bid Procedure) of the Purchasing Manual;

(3) Inform all prospective bidders of the County's policy concerning MBE and WBE participation during the solicitation phase of the bid process; and

(4) To the extent practicable, divide total requirements of a solicitation into smaller contracts or shorter terms to allow maximum MBE and WBE participation.

SECTION 5. AGENCY RESPONSIBILITIES.

(A) It shall be the responsibility of the Minority Business Enterprise Unit to ensure that County offices and departments adhere to the procedures and provisions of this Executive Order.

(B) The Purchasing Division shall:

(1) Post a list of certified MBE and WBE subcontractors on the County website;

(2) On request, provide a list of certified MBE and WBE subcontractors to prospective bidders; and

(C) The Department of Public Works shall:

(1) Post lists of pre-qualified consultants and contractors on the County website; and

(2) On request, provide a list of pre-qualified consultants and/or contractors to MBE and WBE subcontractors.

(D) The Minority Business Enterprise Unit shall:

(1) Assist County offices and departments in identifying qualified certified MBE and WBE firms ready and able to provide services, equipment, materials and supplies to the County;

(2) If applicable, attend pre-bid meetings and bid openings to provide information to prospective bidders about the County's policy with respect to MBE and WBE participation;

(3) Review MBE and WBE participation plans submitted by general contractors to determine whether goals are being achieved;

(4) Provide outreach services to MBE and WBE firms by working closely with the Department of Public Works and Transportation;

(5) Provide periodic reports to the County Executive and County; and

(6) Assume primary responsibility for reviewing, on a continuing basis, all aspects of the use of Minority Business Enterprises and Women's Business Enterprises in County contracts to assure that the purpose of this Executive Order is being achieved.

SECTION 6. BID REQUIREMENTS.

(A)(1) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.

(2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).

(B)(1) All bidders shall submit a list of all subcontractors to be used on a County contract in the bid package.

(2) This list shall include all subcontractors (both MBE/WBE and non-MBE/WBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.

(C) All bidders (including certified MBE/WBE prime consultants and general contractors) shall make a good faith effort to meet the goals established in a bid for a project.

(D) Subject to subsection (E) of this Section, a bidder shall be deemed non-responsive if:

(1) The bidder does not comply with Subsections (A), (B), and (C) of this Section; or

(2) The bidder does not meet the goal established by the Procurement Review Group.

(E)(1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission.

(2) The request for waiver shall include documentation that demonstrates the bidder's good faith efforts to comply with the goals, including:

(i) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and

(ii) Copies of solicitation documentation to all potential subcontractors, including:

(a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and

(b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

(F) All bidders (including certified MBE/WBE prime consultants and general contractors) shall make a good faith effort to pay subcontractors promptly.

(G) All bidders (including certified MBE/WBE prime consultants and general contractors) shall make a good faith effort to submit monthly reports as required.

SECTION 7. CERTIFICATION.

In calculating the County's success in achieving the goals established in this Executive Order, the County may include the following:

(A) On contracts that have MBE/WBE contracting and subcontracting requirements, only the participation by contractors and subcontractors certified by the Maryland Department of Transportation or Baltimore City's Minority Business Office Certification shall be counted;

(B) For contracts by the Office of Budget and Finance, contracts with non-certified prime contractors who certify their status as an MBE/WBE under oath or Prime contractors certified by any jurisdiction as an MBE/WBE shall be counted toward the MBE/WBE participation;

(C) For Public Works contracts, only contractors, subcontractors, and prime consultants and general contractors certified by Maryland Department of Transportation or Baltimore City's Minority Business Office Certification programs shall be counted toward the MBE/WBE participation; and

(D) Certified MBE/WBE prime contractors may count their participation on contracts with MBE/WBE goals up to 50% of the established contract goal.

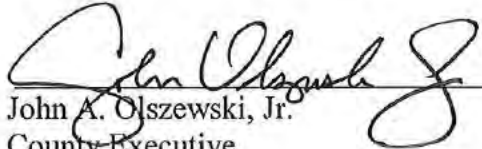
SECTION 8. EFFECTIVE DATE.

This Executive Order shall take effect on the day it is signed by the County Executive and shall continue in effect until changed by another Executive Order.

ATTEST:

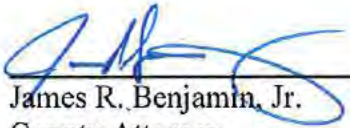


Dawn Kile
Executive Secretary



John A. Olszewski, Jr.
County Executive

Reviewed for Form and Legal Sufficiency and Approved for Execution.



James R. Benjamin, Jr.
County Attorney

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



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



PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2017-003 Use of Minority Business Enterprises and Women's Business Enterprises states:

SECTION 6. BID REQUIREMENTS.

(A)(1) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.

(2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).

(B)(1) All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.

(2) This list shall include all subcontractors (both MBE/WBE and non MBE/WBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.

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

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C **listing all subcontractors** with the initial bid submission.
 - a. *All Forms must be completed and signed. However, FORM C **MUST** be completed and signed by both the prime and the MBE/WBE subcontractor.*

OR

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

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

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

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on July 27, 2017, the County Executive adopted the EXECUTIVE ORDER No. 2017-003 addressing MBE/WBE participation in County contracts. The July 27, 2017 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

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

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

APPROVED MBE/WBE LISTINGS

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

1. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
http://mbe.mdot.state.md.us/directory/search_select.asp
2. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER/OFFEROR'S ACTIONS

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

Expenditures for Materials and Supplies: A bidder/offeror may count toward its MBE/WBE contract requirements, all expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

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

1. The name of an employee designated as the bidder/offeror's liaison to the County's Minority Business Enterprise Unit.
2. The following forms shall be completed and submitted
 - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation Certification Committee);
 - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

- A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE firms for each MBE/WBE listed on the Form. Form C must match what is stated on Form B.
 - If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
3. If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder/Offeror. The prime shall submit a list of all subcontractors.
 4. For DPW contracts, if the bidder/offeror intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B** showing the extent of MBE/WBE participation. If a bidder/offeror intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder/offeror by the proposed subcontractors and signed by all parties.
 5. If the bidder/offeror's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder/offeror has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

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

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

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

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

DETERMINATION OF BID RESPONSIVENESS

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

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:

Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder/offeror contacted each MBE/WBE; and

Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

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

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

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

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

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

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



PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the July 27, 2017 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

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

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

___ The Prime is a MBE or WBE

Maryland State Department of Transportation (MDOT) # _____

City of Baltimore # _____

Name Other Jurisdiction: _____ # _____

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

_____ % African American _____ % Hispanic American _____ % Women
_____ % Asian American _____ % Native American _____ % Disadvantaged (DBE)

_____ The MBE/WBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce. **MBE/WBE primes percentage must be stated on the MBE/WBE PRIME PARTICIPATION SCHEDULE (FORM B) to count towards the goal.**

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

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

Date: _____

By: _____
(Authorized Representative and Affiant's Name and Title)

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

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

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

* * * * *

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

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

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

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

- 1 Prime has met the MBE/WBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors
- Or**
- 2 After having made a good-faith effort to achieve the MBE/WBE requirements, the Prime can only achieve partial success. I submit the Subcontractor Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

I request a partial waiver and will meet the following MBE/WBE participation goals:

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

Or

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

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

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

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

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

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

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

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

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

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

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

Bidder/Offeror Name

Phone Number

Address

Affiant Signature

Address (continued)

Printed Name & Title

E-mail address

Date

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

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

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

Prime Name	Prime Address, Telephone Number and Email
Bid/Proposal Name and Number	Project Location
	Base Bid \$ _____
1. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status (If applicable): <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American Sub- <input type="checkbox"/> Native American continent <input type="checkbox"/> Small Business <input type="checkbox"/> Other
NAICS Code(s), Work to be Performed and Dollar Amount	Percent of Total Contract
2. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable; <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific <input type="checkbox"/> Native American <input type="checkbox"/> Asian American Sub- <input type="checkbox"/> Small Business continent <input type="checkbox"/> Other
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American Sub- <input type="checkbox"/> Native American continent <input type="checkbox"/> Small Business <input type="checkbox"/> Other
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
Subcontractor Total Dollar Amount	Total Subcontractor Percent of Entire Contract
Form Prepared by: Name/Date: _____ Title: _____ Email: _____	Reviewed and Accepted by Baltimore County Minority Business Enterprise Office Name _____ Title _____ Date _____

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

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

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE/WBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED MBE/WBE PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MBE/WBE PARTICIPATION GOALS.

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

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

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the County contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

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

MBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

Certified Yes No

Certifying Jurisdiction _____

MBE PRIME CONTRACTOR

Minority Status:

African American

Hispanic American

Women

Asian American

Native American

Disadvantaged

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

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

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

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

Contract Name, Bid/Proposal Number: _____

Name of Prime: _____

Name of MBE/WBE Subcontractor: _____

Print Representative Name, Title _____ Best Contact Information _____

MDOT Baltimore City _____
Certification Number

MBE WBE SBE N/A

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

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

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

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

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

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

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

Signature of MBE/WBE Subcontractor: _____ Date: _____

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

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

Signature of Prime: _____ Date: _____

Prime's Printed Name and Title: _____

**BALTIMORE COUNTY, MARYLAND
MBE/WBE –UNAVAILABILITY CERTIFICATE
(FORM D)**

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

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

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

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ contract.

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

Signature of Minority Firms MBE/WBE Representative Title Date

MDOT/Baltimore City Certification # Telephone #

3. PRIME'S SIGNATURE AND CERTIFICATION

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

Signature of Prime Title Date

BALTIMORE COUNTY, MARYLAND
MBE/WBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT
(FORM E)

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

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

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

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).

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

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date



JOHN A. OLSZEWSKI, JR.
County Executive

EDWARD P. BLADES
Director
Office of Budget and Finance

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: January 17, 2020

Subject: Compliance Reporting - Penalties

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

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

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

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract.

This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:

http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm

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

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

Cc: File



JOHN A. OLSZEWSKI, JR.
County Executive

SEVETRA PEOPLES-BROWN
*Executive Director, Human Relations Commission
Chief of Diversity, Equity & Inclusion Office*

INTEROFFICE MEMORANDUM

TO: Karen McCormick, Division of Construction Contracts Administration

Anthony Crews, Division of Construction Contracts Administration

FROM: Warren H. Squirewell MBE/WBE Liaison

CC: Lauren Buckler, Deputy Chief Public Works

Rosetta Butler, Chief of Purchasing Services, Budget & Finance

Carla Tucker, Manager, Minority & Small Business Marketing

DATE: February 17, 2023

SUBJECT: MBE/WBE Forms Approval 22236 PO0 Woodlawn Police Precinct #2 Roof Replacement

There was a 20% MBE/WBE participation goal (any combination) set by the Procurement Review Group.

FRIST BIDDER – [REDACTED] met the 20% MBE/WBE participation goal.)

(Base Bid Price \$ 879,000.00)

The MBE/WBE Office request a list of all Contractors Participation on this Contract.

Please feel free to call me if you have additional questions at 410 887-3415e

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

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

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

* * * * *

I acknowledge the goal for solicitation #22236 PPO is a minimum of 20%. This goal must be met by any combination of the MBE/WBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MBE/WBE subcontractors.

- The goal breakdown is as follow::
 - ___ % Minority/Women Prime
 - 28 % for certified MBE-owned businesses and/or
 - ___ % for certified WBE-owned businesses.

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

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

- 1 Prime has met the MBE/WBE contract requirements for this solicitation and contract. I submit the MBE/WBE Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors
- Or**
- 2 After having made a good-faith effort to achieve the MBE/WBE requirements, the Prime can only achieve partial success. I submit the MBE/WBE Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

I request a partial waiver and will meet the following MBE/WBE participation goals:

- Partial waiver of MBE/WBE subcontract participation::
 - ___ % Minority/Women Prime
 - ___ % for certified MBE-owned businesses and/or
 - ___ % for certified WBE-owned businesses.
- Or**
- 3 After having made a good faith effort to achieve the MBE/WBE requirements for this contract, the Prime is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE Participation Form D and Form E, along with this Affidavit, which details the steps the Prime has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

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

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

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

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

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

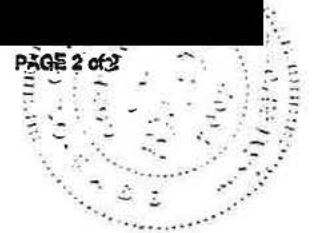
- *MBE/WBE Participation Schedule (Form B)*
- *MBE/WBE Disclosure and Participation Statement (Form C)*
- *MBE/WBE Subcontractors Unavailable Certificate (Form D) (if applicable)*
- *MBE/WBE Outreach Efforts – Compliance Statement (Form E) (if applicable)*

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

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

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

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



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

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

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

[Redacted]	[Redacted]
------------	------------

[Redacted]	[Redacted]
------------	------------

Telephone Number _____ Fax Number _____ Select One: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input checked="" type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status (if applicable): <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific <input type="checkbox"/> Hispanic American <input checked="" type="checkbox"/> Asian American Sub-continent <input type="checkbox"/> Native American <input type="checkbox"/> Small Business <input type="checkbox"/> Other
--	---

NAICS Code(s), Work to be Performed and Dollar Amount [Redacted]	Percent of Total Contract 20%
---	----------------------------------

2. Subcontractor Name and Tax ID [Redacted]	Subcontractor Address [Redacted]
--	-------------------------------------

Fax Number _____ Select One: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input checked="" type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	<input checked="" type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific <input type="checkbox"/> Native American <input type="checkbox"/> Asian American Sub-continent <input type="checkbox"/> Small Business <input type="checkbox"/> Other
--	---

NAICS Code(s), Work to be Performed and Subcontract Dollar Amount [Redacted]	Percent of Total Contract 8%
---	---------------------------------

3. Subcontractor Name and Tax ID [Redacted]	Subcontractor Address [Redacted]
--	-------------------------------------

Telephone Number _____ Fax Number _____ Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American Sub-continent <input type="checkbox"/> Native American <input type="checkbox"/> Small Business <input type="checkbox"/> Other
--	---

NAICS Code(s), Work to be Performed and Subcontract Dollar Amount [Redacted]	Percent of Total Contract [Redacted]
---	---

Subcontractor Total Dollar Amount [Redacted]	Total Subcontractor Percent of Entire Contract [Redacted]
--	---

Form Prepared by: Name/Date: [Redacted] Title: [Redacted] Email: [Redacted]	Reviewed and Accepted by Baltimore County Minority Business Enterprise Office Name: <u>Warren H. Squirewell, CCA</u> Title: <u>MBE/WBE Compliance</u> Date: <u>2/17/2023</u>
--	---

<input type="checkbox"/> MBE or <input type="checkbox"/> WBE Prime Participation	%	\$
Total MBE Subcontracting Participation	28	\$ [Redacted]
Total WBE Subcontracting Participation	%	\$
Total MBE/WBE Participation	%	\$
Total SB/SBE Participation	%	\$

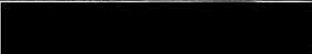
**BALTIMORE COUNTY, MARYLAND
SUBCONTRACTOR DISCLOSURE AND PARTICIPATION STATEMENT
(FORM C)**

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

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

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

Contract Name, Bid/Proposal Number: Woodlawn Police Precinct #2 Roof Replacement, Contract No. 22236PP0

Name of Prime: 

Name of MBE/WBE Subcontractor: 

Business Contact Information: 

MDOT Baltimore City 
Certification Number

MBE WBE SBE N/A

1. NAICS Code(s), Work/Services to be performed by MBE/WBE Subcontractor: 238910
Demo

2. Subcontract Amount: \$ 70,320.00 or 8 % of the County contract cost.

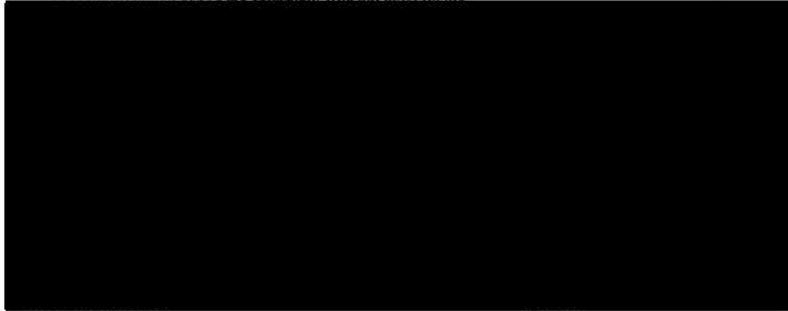
3. Bonds - Amount and type required of Subcontractor if any: N/A

4. MBE/WBE Anticipated Commencement Date: April 2023 Completion Date: July 2023

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

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

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



02/15/2023

2/15/2023

BALTIMORE COUNTY, MARYLAND

MBE/WBE SUBCONTRACTOR PARTICIPATION NOTICE OF INTENT TO AWARD

(Form C-Subcontractor)

Provided that [redacted] (Prime Contractor's Name) is awarded the County contract in conjunction with Solicitation No. 2223B1PP0 [redacted] such Prime Contractor intends to enter into a subcontract with [redacted] (Subcontractor's Name) commencing to participation by the MBE/WBE firm [redacted] with MBE/WBE City Certification Number [redacted] which will receive at least \$70,320.00 which equals 10% of the total Contract Amount for performing the following work items for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES
238910	Demolition	Demolition

Both of the Contractor and Subcontractor acknowledge that, for purposes of determining the accuracy of the information provided herein, the County may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Both of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that (i) the information provided in this MBE/WBE Subcontractor Participation Notice of Intent to Award (Form C-Subcontractor) Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the Baltimore County Use of Minority Business Enterprises and Women's Business Enterprises in County Contracts, Executive Order 2017-403 and the State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

1. fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
2. fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion on the Bid/Proposal;
3. fail to use the certified Minority Business Enterprise in the performance of the Contract; or
4. pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

Telephone: [redacted] Date: <u>3/3/2023</u>	Telephone: [redacted] Date: <u>03/08/2023</u>

FOR BALTIMORE COUNTY OFFICIAL USE

SIGNATURE

DATE

On Wed, Feb 15, 2023 at 11:23 AM [REDACTED] wrote:

[REDACTED]

[REDACTED] requested that I send you the attached. This bids early tomorrow morning so if you could please get this back to me ASAP, that would be greatly appreciated. He said this will be around \$70,000 in work. Thank you.

[REDACTED]

From: [REDACTED] > **Date:** Thursday,
February 16, 2023 at 7:29 AM [L] [SEP] **To:** [REDACTED]
[REDACTED] [L] [SEP] **Subject:** Re:
Woodlawn Precinct #2 Roof Replacement

Please see attached.

From: [REDACTED] **Date:** Friday, March 3, 2023
at 2:32 PM **To:** [REDACTED]
[REDACTED] **Subject:** Re: Woodlawn Precinct #2 Roof
Replacement

[REDACTED]

We were low bidder on this solicitation and have received the intent to award. Please complete this form and return to me for submission to Baltimore County. Thank you in advance.

[REDACTED]

[REDACTED]

[REDACTED]

On Wed, Mar 8, 2023 at 2:26 PM [REDACTED] > wrote:

[REDACTED]

I left a voice mail for you yesterday. Can you please review my March 3rd email and return the MBE form to me for submission? Thank you in advance.

[REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED] [REDACTED]: Thursday,
March 9, 2023 at 3:52 PM [L] [SEP] **To:** [REDACTED]
[REDACTED] [L] [SEP] **Subject:** Re: FW:
Woodlawn Precinct #2 Roof Replacement

Here you go. Pardon the delay.

From: [REDACTED]
Subject: 22236 PO0 Woodlawn Police Precinct #2 Roof Replacement
Date: June 30, 2023 at 1:13:47 PM EDT
To: [REDACTED]
Cc: Sevetra Peoples <speoples@baltimorecountymd.gov>

[REDACTED],
Per our conversation on 6/29/2023, you are aware [REDACTED] will be participating of the reference contract.
If you have any questions or concern please contact me at your earliest.

Please acknowledge this email.

Best regards,
Warren H. Squirewell, CCA
MBE/WBE Compliance Officer
Diversity, Equity & Inclusion
Baltimore County Government
410 887-3415 office
410 828-7914 fax
wsquirewell@baltimorecountymd.gov

<https://www.baltimorecountymd.gov/vaccine>

[Get your COVID-19 vaccine today.](#)

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STANDARD AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

This agreement is made effective this 28th day of September 2023 by and between [REDACTED] (Contractor), and [REDACTED] (Subcontractor)

PROJECT: Woodlawn Police Precinct #2 Roof Replacement
OWNER: Baltimore County Department of Public Works & Transportation
ARCHITECT: [REDACTED]

CONTRACT PAYMENT

Contractor agrees to pay Subcontractor for satisfactory and timely performance and completion of Subcontractor's work the sum of Dollars \$ Seventy Thousand, Three Hundred Twenty Dollars and 00/100 (\$ 70,320.00). Progress payments, less retainage of 5%, shall be made to Subcontractor "or Work satisfactorily performed no later than three (3) business days after receipt of contractor of payment from Owner for Subcontractor's Work. Final payment of the balance due shall be made to Subcontractor no later (ban seven (7) days after receipt by Contractor of final payment from owner for Subcontractor's work. Payments are subject to receipt of such lien waivers, affidavit, warranties and guarantees required by the Contract Documents or Contractor.

PAYMENTS WITHHELD

Contractor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect Contractor from loss or damage caused by Subcontractor's failure to 1) timely perform Subcontract Work (2) properly pay subcontractors and/or suppliers, or (3) promptly correct rejected, defective or nonconforming Subcontract Work.

WAIVER OF CLAIMS

Final payment shall constitute a waiver of all claims by Subcontractor relating to Subcontractor Work, but shall in no way relieve Subcontractor of liability to warranties, or for nonconforming or defective work discovered after final payment.

SCOPE OF WORK

Subcontractor agrees perform Subcontract Work under the general direction of Contractor and shall cooperate with Contractor so Contractor may fulfill obligations to Owner. Subcontractor shall provide Subcontract Work for the Project in accordance with the schedule to be stated by the Contractor after consultation with the Subcontractor, and as it may change from time to time. Subcontractor shall give timely notices to authorities pertaining to Subcontract Work and shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete Subcontract Work.

SCHEDULE OF WORK

Time is of the essence for both parties. The parties agree to perform their respective obligations so that the Project may be completed in accordance with the Owner/Contractor Agreement. Subcontractor shall provide Contractor with any requested scheduling information of Subcontractor's Work. The Schedule of Work, including that of this Subcontract shall be prepared by Contractor and may be revised as the Work progresses. Subcontractor shall coordinate its work with all other contractors, subcontractor, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

CHANGES

Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes. Contractor, without nullifying this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's Work. Adjustment, if any, in the contract price or contract time resulting from such change shall be set forth in a Subcontract Change Order. Subcontractor must obtain authorization from Contractor PRIOR to proceeding with work that will possibly incur additional cost.

ASSIGNMENT

Subcontractor shall not assign the whole or any part of Subcontract Work or this Agreement without prior written approval of Contractor,

FAILURE TO PERFORMANCE

Should Subcontractor fail to satisfy contractual deficiencies within forty eight (48) hours from receipt of Contractor's written notice, then the Contractor, without prejudice to any right or remedies, shall have the right to take whatever

steps it deems necessary' to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of same, including reasonable overhead, profit and attorneys fees.

WARRANTY

Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period as specified in the bid documents of 2 years from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

RECEIVING PROCEDURE

Subcontractor agrees to thoroughly inspect every crate or package for damage within 48 hours of receipt, notifying Contractor in writing of any damage. If Subcontractor finds any damage keep the damaged items in their original packaging (until the carrier inspection takes place) and take photos of the damage. **FAILURE TO FOLLOW THIS PROCEDURE WILL RESULT IN SUBCONTRACTOR ASSUMING LIABILITY FOR ANY REPAIR OR REPLACEMENT COSTS.**

INDEMNIFICATION

The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor and Owner and all of their agents and employees ("Indemnified Parties"), from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance, or failure in performance, of the Subcontractor's work under this Subcontract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder. Furthermore, any and all claims against Contractor and Owner or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Paragraph (e) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

INSURANCE

Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor agrees to furnish contractor and the owner with a certificate of insurance evidencing insurance coverage prior to commencement of the work for workers' compensation, employer's liability, commercial general liability insurance, automobile liability insurance and such other insurance as maybe required by the contract documents, as follows:

All insurance coverage shall be placed with an insurance company duly admitted in the State of Maryland and shall carry an A.M. Best rating of "A-" or better.

All insurance policies shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed without at least thirty (30) days prior written notice to the contractor. Exception allowed: Ten (10) day written notice of cancellation for non-payment of premium.

General Liability Insurance

The Subcontractor's commercial general liability insurance shall be written for not less than the following limits of liability:

<u>General Liability:</u>	
General Aggregate:	\$ 2,000,000
Products/Completed Operations:	\$ 2,000,000
Personal Injury Liability:	\$ 1,000,000
Each Occurrence Limit:	\$ 1,000,000
Per Project General Aggregate:	\$ 2,000,000

- Contractor and Owner shall be added as an additional insured on a primary and non-contributory basis for ongoing and completed operations using ISO form CG2010(J18S) or a combination of ISO forms CG2010(1001) and CG2037(1001) or using substitute forms that provided equivalent coverage (s).
- Include a Waiver of Subrogation on commercial general liability in favor of Contractor and Owner with respect to losses arising out of or in connection with the work.
- The additional insured endorsement and/or forms shall be attached to the certificate of insurance.

Automobile Liability Insurance

The Subcontractor's commercial automobile liability insurance shall be written for not less than \$1,000,000 combined single limit and shall include all owned, non-owned and hired vehicles.

Workers Compensation and Employers Liability Coverage

The subcontractor's Workers' Compensation and Employer's Liability coverage shall cover all Subcontractors' employees as required by law. Policy shall also provide employers liability coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease. Waiver of Subrogation endorsement in favor of Contractor and Owner shall be provides with respects Workers Compensation claims.

Property Insurance

Contractor and Subcontractor waive all rights of subrogation against each other and the Owner for damage caused by perils to the extent covered by property insurance (e.g. Builder Risk Insurance.) Subcontractor shall be responsible for an insurance deductibles caused by Subcontractor's operations.

In witness whereof, the parties have executed this Agreement under Seal the day and year written above.

CONTRACTOR:

BY:

PRINT NAME:

PRINT TITLE:

SUBCONTRACTOR:

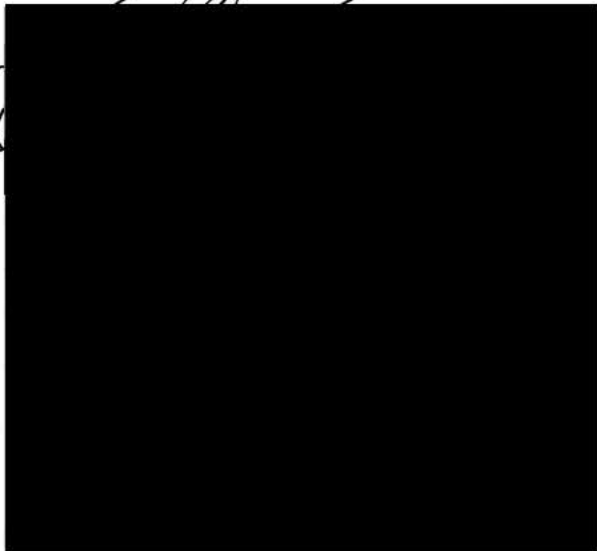
BY:

PRINT NAME:

PRINT TITLE:

SUBCONTRACTOR'S FEDERAL TAX ID #

SUBCONTRACTOR'S LICENSE # & EXPIRATION DATE: _____



STANDARD AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

This agreement is made effective this 28th day of September 2023 by and between (Contractor), and (Subcontractor)

PROJECT: Woodlawn Police Precinct #2 Roof Replacement
OWNER: Baltimore County Department of Public Works & Transportation
ARCHITECT:

CONTRACT PAYMENT

proportion for contract \$4923.00 payment portion: \$65,397.00

Contractor agrees to pay Subcontractor for satisfactory and timely performance and completion of Subcontractor's work the sum of Dollars \$ Seventy Thousand, Three Hundred Twenty Dollars and 00/100 (\$ 70,320.00). Progress payments, less retainage of 5%, shall be made to Subcontractor "or Work satisfactorily performed no later than three (3) business days after receipt of contractor of payment from Owner for Subcontractor's Work. Final payment of the balance due shall be made to Subcontractor no later (ban seven (7) days after receipt by Contractor of final payment from owner for Subcontractor's work. Payments are subject to receipt of such lien waivers, affidavit, warranties and guarantees required by the Contract Documents or Contractor.

PAYMENTS WITHHELD

Contractor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect Contractor from loss or damage caused by Subcontractor's failure to) timely perform Subcontract Work (2) properly pay subcontractors and/or suppliers, or (3) promptly correct rejected, defective or nonconforming Subcontract Work.

WAIVER OF CLAIMS

Final payment shall constitute a waiver of all claims by Subcontractor relating to Subcontractor Work, but shall in no way relieve Subcontractor of liability to warranties, or for nonconforming or defective work discovered after final payment.

SCOPE OF WORK

Subcontractor agrees perform Subcontract Work under the general direction of Contractor and shall cooperate with Contractor so Contractor may fulfill obligations to Owner. Subcontractor shall provide Subcontract Work for the Project in accordance with the schedule to be stated by the Contractor after consultation with the Subcontractor, and as it may change from time to time. Subcontractor shall give timely notices to authorities pertaining to Subcontract Work and shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete Subcontract Work.

SCHEDULE OF WORK

Time is of the essence for both parties. The parties agree to perform their respective obligations so that the Project may be completed in accordance with the Owner/Contractor Agreement. Subcontractor shall provide Contractor with any requested scheduling information of Subcontractor's Work. The Schedule of Work, including that of this Subcontract shall be prepared by Contractor and may be revised as the Work progresses. Subcontractor shall coordinate its work with all other contractors, subcontractor, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

CHANGES

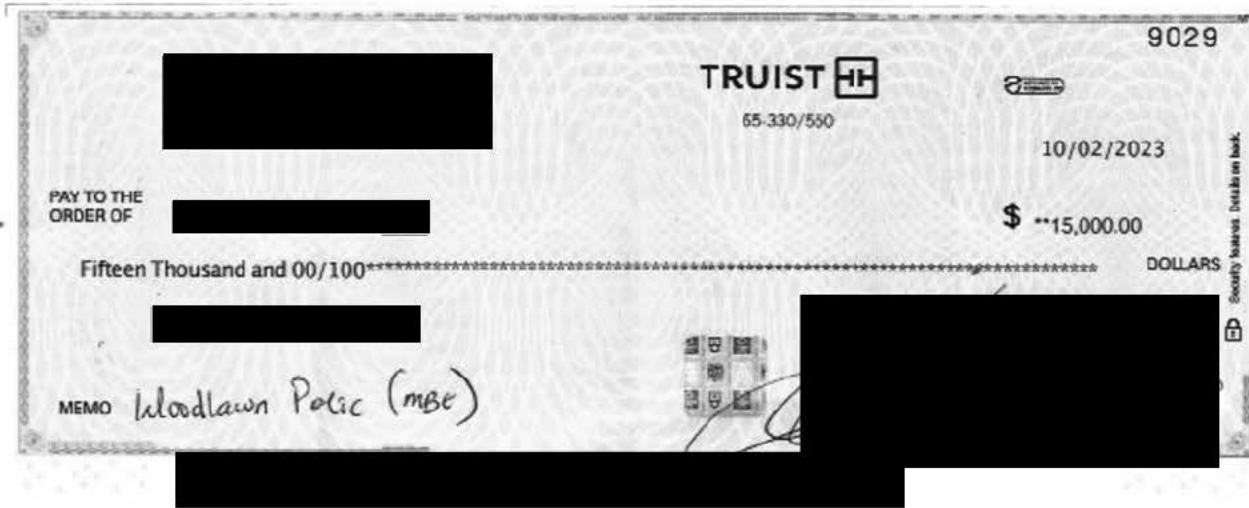
Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes. Contractor, without nullifying this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's Work. Adjustment, if any, in the contract price or contract time resulting from such change shall be set forth in a Subcontract Change Order. Subcontractor must obtain authorization from Contractor PRIOR to proceeding with work that will possibly incur additional cost.

ASSIGNMENT

Subcontractor shall not assign the whole or any part of Subcontract Work or this Agreement without prior written approval of Contractor,

FAILURE TO PERFORMANCE

Should Subcontractor fail to satisfy contractual deficiencies within forty eight (48) hours from receipt of Contractor's written notice, then the Contractor, without prejudice to any right or remedies, shall have the right to take whatever





MEMO
Woodlawn Police (Minority- MBE)

9041
10/17/2023
20,000.00

TRUIST 8999 Woodlawn Police (Minority- MBE) 20,000.00

Invoice

[REDACTED]
[REDACTED]
[REDACTED]

Date	Invoice #
10/20/2023	2023-178

Bill To
[REDACTED] [REDACTED] [REDACTED]

Project Location
Baltimore County Police Department Woodlawn Precint #2 Roof 6424 Windsor Mill Rd Gwynn Oak, MD 21207

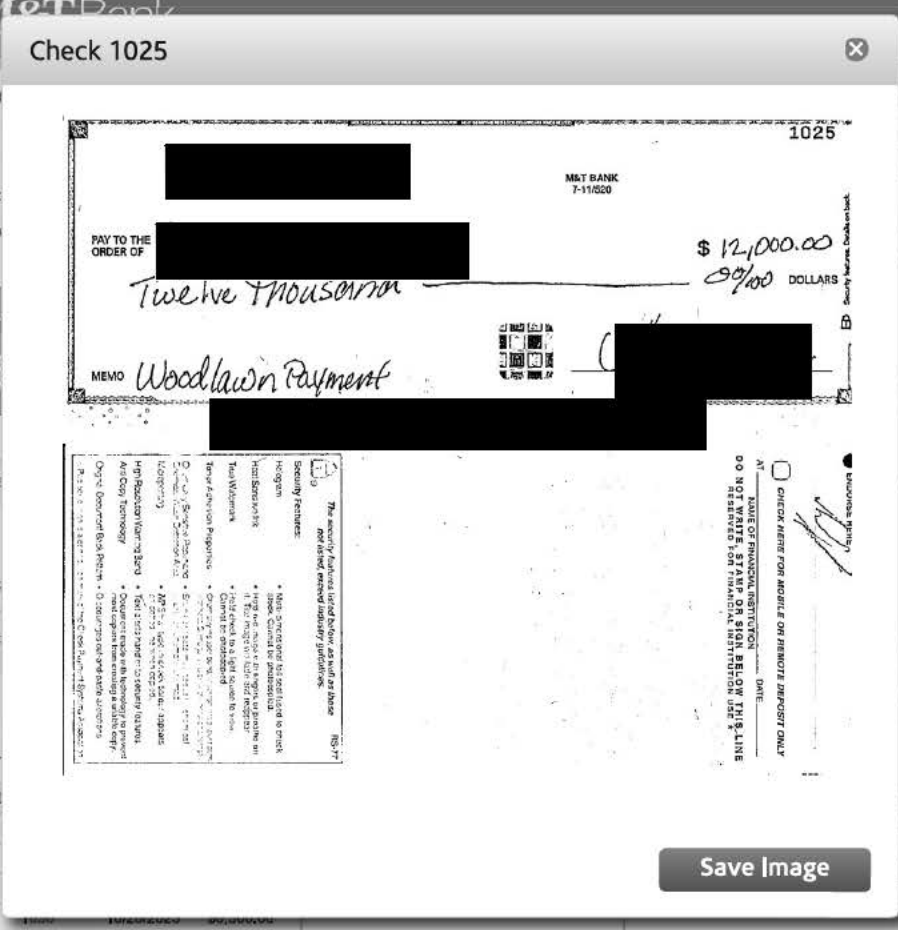
Project Date	P.O. No.	Terms
On-going		Due on receipt

Description	Amount
[REDACTED] will provide the supervision, labor, equipment, material, notifications and insurance for the performance of demolition of approximately of existing roofing and remove debris to dumpsters for the Roof Replacement and Restoration at Baltimore County Police Department Woodlawn Precint #2 Roof 6424 Windsor Mill Rd, Gwynn Oak, MD 21207.	70,320.00

Phone #	E-mail
[REDACTED]	[REDACTED]

Total	\$70,320.00
Payments/Credits	-\$35,000.00
Balance Due	\$35,320.00

Exhibit 20



Last login at 7:54 am ET on Friday, October 4, 2024

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Check 1028
Messages 10 | Log Out >

1028

M&T BANK
71552

PAY TO THE ORDER OF [REDACTED]

\$ 20,000.00

Twenty thousand & 00/100 DOLLARS

MEMO Payment # Z Woodlawn

[REDACTED]

Stop Payment | Schedule a Transfer | Pay a Bill

Statement >

View All Checks

AMOUNT
\$10,000.00
\$3,000.00

1026	10/17/2023	\$2,000.00	1028	10/20/2023	\$20,000.00	65	10/26/2023	\$500.00
1030	10/26/2023	\$6,500.00						

Last login at 7:54 am ET on Friday, October 4, 2024

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1035

M&T BANK
7.11/520

03/19/2001

\$ 33,397.00

DOLLAR

PAY TO THE
ORDER OF

Thirty-Three thousand three hundred ninety seven ⁰⁰/₁₀₀



MEMO

Final Word Hours Payment

103

1035

Asbestos • Lead • Mold Remediation

THIS AGREEMENT, hereinafter called "Master Subcontract," is made and entered this day of September 28, 2023, by and between, [REDACTED] a Maryland corporation, (hereinafter referred to as "Contractor") and [REDACTED] (hereinafter referred to as "Subcontractor") or (collectively referred to as the "Parties"): Parties agree as follows:

WHEREAS Contractor may, from time to time, engage the services of Subcontractor. The terms of this Master Subcontract are intended to apply, and shall apply, to each project for which Contractor retains Subcontractor. Contractor and Subcontractor will enter into Project Specific Subcontract that will identify, among other items, the specific scope of work to be performed by Subcontractor and the Contract Price. The terms of this Master Subcontract are incorporated by reference into each Project Specific Subcontract; and

WHEREAS this Master Subcontract shall apply when Contractor is in privity with an owner of a project as well as on projects where Contractor is hired as a subcontractor and is hiring Subcontractor as a sub-subcontractor. When used in this Master Subcontract, the term "Owner" shall mean the upstream party with whom Contractor has a direct contract; and

WHEREAS the "Contract Documents" for each Project Specific Subcontract shall consist of and be defined in the same manner as set forth in the contract between Contractor and Owner (hereinafter "Owner Contract") for that project, and shall also include this Master Subcontract, the Project Specific Subcontract, the Owner Contract for the project, and the design plans and specifications relating to the Project Specific Subcontract. For each Project Specific Subcontract, Subcontractor shall be bound to and assume toward Contractor all obligations and responsibilities that Contractor, by the terms of the Owner Contract, assumes towards Owner, with respect to the Work. The terms of the Owner Contract are deemed incorporated by reference into the Project Specific Subcontract. Should there be any conflict or ambiguity between the terms of this Master Subcontract, the Project Specific Subcontract, the Owner Contract or the other Contract Documents, the most stringent standard or requirement imposed on Subcontractor shall apply. Additionally, Contractor shall have the sole and exclusive right to interpret and resolve the conflict or ambiguity, and such decision shall be binding on Subcontractor; and

WHEREAS, on some projects, an owner may rely on an architect, roofing consultant, engineer, or other owner's representative to assist in the administration of the Owner Contract and, as such, whenever used herein the term "Architect" shall mean collectively the architect, roofing consultant, engineer or other owner's representative; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the Parties further agree as follows:

**ARTICLE 1
CONTRACT PRICE**

1.1 The Contract Price for the Work shall be set forth in the Project Specific Subcontract, as may be modified in accordance with the terms of the Contract Documents.

**ARTICLE 2
SCOPE OF WORK**

2.1 Subcontractor shall perform demolition of approximately 940 sf of existing BUR roofing with gravel and remove debris to dumpsters. Subcontractor provide and pay for all labor, material, services, testing, engineering, tools, equipment, temporary power, safety equipment, taxes, licenses, insurance, and all other things necessary or required, including hoisting, traffic control, material handling, transportation, and the removal of excess materials, to perform and complete the work required by the Project Specific Subcontract in a first-class workmanlike manner, free of all defects and deficiencies, in compliance with all applicable building codes, legal or manufacturer requirements, and in strict accordance with the Contract Documents, and as may be more particularly described in the Project Specific Subcontract (hereinafter, the "Work" or "Subcontractor's Work"). Subcontractor shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to Subcontractor's Work or necessary to the perform the Work, including, but not limited to federal, state, and local guidelines on social distancing, personal protective equipment, vaccines or any other similar guidelines.

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2.2 Subcontractor acknowledges and agrees that it has examined the Contract Documents, including the design drawings and specifications applicable to the Work, and is satisfied that they are suitable in detail to allow full completion of Subcontractor's Work for the Contract Price. Notwithstanding a lack of specific details in the design plans or specific reference in the specifications, Subcontractor's Work shall include, but is not limited to, elements of work that are reasonably implied or inferable from the Contract Documents. Should Subcontractor discover any inconsistencies or omissions appearing in the design plans or specifications applicable to or having an effect on the Work, it shall be the duty of Subcontractor to notify Contractor in writing within two (2) days of Subcontractor's discovery of such inconsistency or omission and such notice shall be provided prior to Subcontractor's commencement of the Work. Upon receipt of said notice, Contractor will promptly contact Owner and Architect for resolution or instruct Subcontractor as to the measures to be taken. Subcontractor shall comply with Contractor's instructions regarding resolving the inconsistency or omissions. Failure of Subcontractor to provide the required notice in writing, or commencing Work without providing written notice, shall relieve Contractor from liability for any Claim asserted by Subcontractor.

2.3 Subcontractor acknowledges and agrees that it has thoroughly investigated the nature and locality of the site where the Work is to be performed, and the conditions and difficulties under which the Work is to be performed, and that it enters into this Master Subcontract and Project Specific Subcontract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor or Owner, or of any of their respective officers, agents, servants, or employees.

2.4 Notwithstanding the dimensions on the design plans or specifications, or those in the other Contract Documents, it shall be the obligation and responsibility of Subcontractor to take all such measurements, layouts and controls as will ensure the proper matching and fitting of the Work with other contiguous work. Subcontractor's commencement of the Work is evidence that Subcontractor reviewed the Contract Documents and site conditions, and the Contract Documents contain sufficient detail concerning scope, quantity, means, methods, coordination of trades, material selection and all other matters that would enable Subcontractor to perform the Work for the Contract Price.

2.5 Subcontractor shall seal all penetrations in walls and slabs caused by Subcontractor's Work, employing sealants and methods approved by Contractor, the manufacturer and/or other official or authority having jurisdiction. Subcontractor shall do all cutting, fitting and patching of Subcontractor's Work that may be required to make its several parts fit together properly and/or fit with the work provided by other subcontractors.

2.6 Subcontractor shall keep the project clean of debris resulting from the performance of Subcontractor's Work. At the end of each workday, Subcontractor shall stop production work and dedicate its efforts to picking up all debris and trash resulting from the Work, cleaning the ground area, and will leave all materials and equipment stored in an orderly fashion. Contractor has the right to designate location of trash receptacles and other requirements pertaining to site cleanup. If Subcontractor fails to comply with this paragraph within twenty-four (24) hours after receipt of written notice of noncompliance from Contractor, Contractor may perform such necessary clean up and deduct the cost from any amount due to Subcontractor, at actual cost, plus twenty-five percent to cover overhead, supervision and administrative charges.

2.7 Subcontractor shall ensure at the end of each workday the Work is left in a watertight condition capable of withstanding rain and/or wind events that are customary or reasonably anticipated in the geographic area in which the Work is being performed.

[REDACTED]

ARTICLE 3

PROSECUTION OF THE WORK

3.1. Project Schedule

3.1.1 TIME IS OF THE ESSENCE with respect to the performance of Subcontractor's Work, and Subcontractor agrees to begin the Work in the field when so directed by Contractor. Subcontractor acknowledges and agrees that it has reviewed the Construction Schedule or Project Schedule (hereinafter, the "Schedule") applicable to the Work and Subcontractor can complete the Work within the timeframe stated therein. The Schedule may be updated or modified from time to time, in Contractor's reasonable discretion, and Subcontractor shall comply with all such updates or modifications at no additional cost. Contractor may, at its sole discretion, order the Work be performed in phases or require multiple mobilizations or demobilizations, and Subcontractor acknowledges and agrees that the Contract Price includes all costs and expenses associated therewith.

3.1.2 Should Subcontractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of Contractor or of anyone employed by Contractor or by any other contractor or subcontractor on the project, or by the Architect, the Owner or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no way chargeable to Subcontractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of, and not due to in whole or in part to the fault, neglect, act or omission of Subcontractor, its officers, agents, employees, subcontractors or suppliers, Subcontractor's sole and exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provide□ however, that Subcontractor shall not be entitled to any such extension of time unless Subcontractor (1) notifies Contractor in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof and (2) demonstrates that Subcontractor could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Subcontractor acknowledges that providing such notice is an essential condition precedent to Contractor's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Subcontractor expressly waives all rights with respect to any such cause or causes for which notice hereunder was not timely provided.

3.1.3 Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases Contractor and Owner from any and all claims or rights to recover direct or indirect damages, costs or expenses, including claims for extended general conditions, administrative expenses, home office overhead, lost profit, supervision charges, or loss of efficiency or productivity (collectively "Delay Damages"), that in any way arise out of or related to delays, interferences, or obstructions with the prosecution of the Work, and Subcontractor acknowledges and agrees that its sole and exclusive remedy shall be an extension of time to complete the Work.

3.1.4 Notwithstanding anything in the Contract Documents to the contrary, Subcontractor agrees that it shall be an express condition precedent to any obligation on the part of Contractor to make payment to Subcontractor for any Delay Damages that, in addition to the requirements set forth in article 3.1.2 above, (a) Contractor shall first be determined to be entitled to such compensation on behalf of Subcontractor from Owner and (b) Contractor actually receives such payment from Owner. Subcontractor expressly acknowledges that Contractor is not obligated or required to pursue Subcontractor's Delay Damages claims against Owner if Contractor, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit in whole or in part. In the event Contractor elects to pursue Subcontractor's Delay Damages claims against Owner, Subcontractor agrees that it shall contribute a fair and proportionate share of the costs of advancing the claims of Subcontractor for delay, including but not limited to legal and other professional fees.

3.2 Shop Drawings and Coordination of the Work

3.2.1 Subcontractor shall prepare and submit to Contractor such shop drawings or submittals (collectively "Shop Drawings") as may be necessary to describe completely the details and construction of the Work. Approval of Shop Drawings by Contractor and/or any other party shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the site, which obligation and responsibility shall continue until completion of the Work. Where any portion of the Work is dependent on the proper work of other trades, Subcontractor shall be responsible for coordinating its Shop Drawings with those other trades to ensure there are no conflicts. Subcontractor shall attend jobsite coordination and scheduling meetings when required by Contractor.

[REDACTED]

3.2.2 Subcontractor's submission of a Shop Drawings to Contractor shall constitute Subcontractor's representation, upon which Contractor may rely, that Subcontractor has reviewed the submission for accuracy and compliance with all Contract Documents and that wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawings by Contractor shall not constitute an undertaking by Contractor to identify deficiencies in the submission, that being an undertaking within the sole responsibility of Subcontractor.

3.2.3 Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not covered by this Master Subcontract, including the work of other trades, Subcontractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work, use all means necessary to discover any defects in such other work, and before proceeding with the Work, report promptly any such improper conditions and defects to Contractor in writing within twenty-four (24) hours and allow Contractor a reasonable time to have such improper conditions and defects remedied. Failure to document and report any deficiencies, conflicts or other issues to Contractor shall signify the acceptance of all surfaces and work of others as adequate to properly install Subcontractor's Work, including all accessories. Should Subcontractor fail to comply with the requirements of this Article 3.2, Subcontractor shall not be entitled to extensions of time or adjustments in the Contract Price or Schedule and shall be responsible for all costs and expenses incurred by Contractor that could have been avoided by Subcontractor's compliance with the requirements of this Article 3.2.

3.3 Overtime

3.3.1 If the progress of the Work is delayed by any fault, negligence, act or failure to act of Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then Subcontractor shall, in addition to all of the other obligations imposed by this Master Subcontract, at its own cost and expense, work overtime and/or supplement its workforce as may be necessary to overcome time lost on account of such delay. Should Subcontractor fail to immediately take all required actions to overcome such delay and make up for the time lost, Contractor shall, upon twenty-four (24) hour written notice, have the right to supplement Subcontractor's workforce and to take whatever other action Contractor deems necessary to maintain the Schedule and avoid and/or overcome delay in the completion of the Work, the cost and expense of which shall be borne entirely by Subcontractor.

3.3.2 Contractor, if it deems necessary, may direct Subcontractor in writing to work overtime and, if so directed, Subcontractor shall work said overtime and, provided that Subcontractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, and the direction to work overtime was not due in whole or in part to any fault or failure of Subcontractor, Contractor will pay Subcontractor only for such actual additional wages paid, if any, at rates which have been approved by Contractor in writing, plus taxes imposed by law on such additional wages.

3.3 Delivery of Material and Protection of the Work and the Project.

3.3.1 Subcontractor shall coordinate the delivery of all material and equipment with Contractor. All material or equipment that are to be off-loaded and stored at the project must be properly protected by Subcontractor and stored only in an area designated by Contractor. Subcontractor shall take all reasonable measures to ensure that material or equipment stored at the project are spaced and done in a way so as to not overload the structure or any portion thereof upon which the material or equipment is being stored. Subcontractor shall be solely responsible for any damage to property at the project arising from or relating to Subcontractor's improper storage of material or equipment.

3.3.2 Subcontractor shall furnish all hoisting facilities required to perform the Work and coordinate same with Contractor. Subcontractor shall be responsible for all unloading of material and equipment and loading onto hoists and/or cranes and shall be responsible for handling and unloading of material and equipment from hoists and/or cranes. Subcontractor shall exercise due and proper care when loading, handling, and unloading of material and/or equipment and shall meet all required safety requirements, including OSHA requirements, and any other requirements imposed by law.

3.3.3 Subcontractor shall be solely responsible for the protection of all tools, equipment and material delivered and stored on the project. Subcontractor bears the risk of loss with respect to all such tools, equipment and material, regardless of cause, and neither Contractor or Owner shall be responsible or liable for any associated repairs or replacement of the same.



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3.3.4 Subcontractor shall be solely responsible for providing any required interior protection for its Work and shall be responsible for any touch up and/or cleanup associated therewith.

3.3.5 Until final completion of the project and acceptance of Subcontractor's Work by Contractor and Owner, Subcontractor shall be solely responsible for: (a) protecting the Work from damage by others or from natural causes, including Acts of God; and (b) replacing and repairing any damage to the Work, regardless of cause. Subcontractor shall immediately undertake repair and/or replacement of any of the Work that is damaged or destroyed, and Subcontractor shall not be entitled to any additional compensation from Contractor or Owner for such repair and/or replacement costs. If Subcontractor asserts the Work has been damaged by others, Subcontractor shall, within twenty-four (24) hours of the discovery of the damage, provide written notice to Contractor and cooperate with Contractor in investigating the claim.

3.3.6 Subcontractor shall take all precautions required to perform the Work so as not to damage or interfere with the work of other trades.

3.3.7 Subcontractor shall immediately reimburse Contractor for all costs and expenses, including attorneys' fees, incurred by Contractor that arise out of or relate to Subcontractor's failure to comply with this Article 3.4. Alternatively, Contractor may, at Contractor's discretion, back charge and/or withhold payment from Subcontractor for all costs or expenses, including attorneys' fees, incurred by Contractor arising out of or relating to Subcontractor's failure to comply with this Article 3.4.

3.4 Inspection of Subcontractor's Work


3.4.1 Contractor, Owner, and Architect shall at all times have access to Subcontractor's Work for purposes of conducting inspections. Subcontractor shall provide proper facilities for such inspections. If the Contract Documents, or any laws, ordinances, or public authority require Subcontractor's Work to be specially tested or approved, Subcontractor shall coordinate such testing or approval with Contractor, including providing Contractor advanced written notice of Subcontractor's readiness for the same. If Subcontractor's Work should be covered up without approval or consent of Contractor, Subcontractor shall, if required by Contractor, uncover the Work for examination at Subcontractor's sole expense. Re-examination of any part of Subcontractor's Work may be ordered by Contractor, Owner, or Architect and, if so ordered, the Work must be uncovered by Subcontractor. If the Work is found to be in accordance with the Contract Documents, Contractor shall pay the cost of re-examination and replacement to the extent paid for by Owner. If the Work is found not to be in accordance with the Contract Documents, Subcontractor shall be responsible for and pay all expenses, claims, damages or losses necessary to bring the Work in compliance with the Contract Documents, including paying for any incidental costs or expenses incurred by Contractor.

3.4.2 Contractor, Owner, and Architect shall have the right to reject Subcontractor's Work if it is discovered the Work is not being performed in strict accordance with the terms of the Contract Documents. Upon receipt of such notice, Subcontractor shall, at its sole cost and expense, immediately take all such actions necessary to correct the Work and bring the Work into compliance with the Contract Documents, including without limitation compliance with all applicable laws, codes, and manufacturer requirements applicable to the Work. Should Subcontractor refuse to immediately proceed with the correction of noncompliant Work after receiving notice to do so, Contractor shall have the right to have the noncompliant Work remedied or repaired at Subcontractor's expense, and Subcontractor agrees to pay Contractor on demand any and all costs and expenses paid or incurred by Contractor in remedying such noncompliant Work. Contractor shall have the right to back charge such costs and expense against payments otherwise due Subcontractor on any project covered by this Master Subcontract.

**ARTICLE 4
SUBCONTRACTOR PERSONNEL**

4.1 Subcontractor shall at all times provide a qualified, English speaking, supervisor of the Work and such supervisor shall have authority to direct the Work, direct Subcontractor's employees, and make decisions on behalf of Subcontractor. Subcontractor shall not change a supervisor of the Work without first obtaining written permission from Contractor.

4.2 Subcontractor shall report to project each day, even if raining, unless otherwise excused in writing by Contractor. If raining, Subcontractor must inspect tie-offs and interiors for leaks and shall take all required actions to ensure the Work is watertight. Contractor shall have the authority to dictate whether or not Subcontractor's Work should be postponed or suspended due to weather; provided, however, any decision made by Contractor shall not relieve Subcontractor from its obligation to use commercially



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reasonable means and methods so as to prevent water damage to the interior of the project during the performance of the Work, and Subcontractor shall be solely responsible for all costs or expenses associated with water damage that occurs at the project during the performance of the Work, regardless of whether rain was expected or unexpected.

4.3 It is understood and agreed that any employee parking or transportation costs required for Subcontractor's employees is included in the Contract Price. Subcontractor acknowledges and agrees that parking for its employees may be limited or unavailable. No pets, guns, drugs, alcohol, smoking or radios (other than two-way communication type) shall be permitted on or at the project. Meals will be permitted only in designated areas; food trash is to be disposed of in designated containers.

4.4 Subcontractor shall be responsible for supplying its own ice, water, cups, dispenser, etc., for all of Subcontractor's employees for the duration of the Work.

4.5 Subcontractor has the sole discretion to recruit, interview, select, and hire individuals who, in Subcontractor's judgment, are best qualified to perform the Work. However, at Contractor's request, Subcontractor shall remove from a project any of Subcontractor's employees who violate any law, make threats or presents a potential danger to others at the project, improperly interfere with other work being performed at the project, or is otherwise objected to by Contractor; provided that this arrangement shall in no way affect the right of Subcontractor, in its sole discretion, to hire, assign, reassign and/or terminate its employees, contractors and subcontractors. In connection with performance of the Work, Subcontractor shall:

- (a) comply with any and all applicable federal, state and local equal employment opportunity/nondiscrimination/anti-harassment laws and regulations including those precluding discrimination or harassment against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status required by law;
- (b) calculate, pay, and record wages and overtime of its employees in full compliance with the Fair Labor Standards Act, which prescribes standards for wages and overtime pay, and all other Applicable Laws. Subcontractor must seek legal advice and/or contact the U.S Department of Labor at 1-866-4-USA-DOL (1-866-487-2365) or applicable state governmental entity if it has any questions regarding wage and hour compliance;
- (c) calculate and pay all fringe or other benefit payment or contribution, including interest thereon, owed to Subcontractor's employees or third parties on behalf of Subcontractor's employees;
- (d) calculate, pay or withhold all required employment related taxes, including payroll taxes, insurance premiums and other government mandated charges for Subcontractor's employees;
- (e) maintain personnel, payroll, and timekeeping records for its employees;
- (f) ensure that all employees are properly classified under Applicable Laws and that any individuals retained as independent contractors are properly classified as such under Applicable Laws;
- (g) comply with the Immigration Reform and Control Act of 1986 ("IRCA"), and warrant that all employees of Subcontractor used to provide work or services to Contractor were hired in compliance with IRCA and all other applicable laws concerning the employment and verification of individuals authorized to work in the United States (including timely I-9 verification); and
- (h) comply with all requirements of section 448.095, Florida Statutes, and any subsequent amendments. In the event the Work is for a "Public Employer" as the term is defined in section 448.095, Subcontractor shall not commence Work or be entitled to payment if Subcontractor fails to provide an affidavit in compliance with section 448.095 in a form acceptable to Contractor.

4.6 Subcontractor acknowledges and agrees that it is an independent contractor. Subcontractor shall furnish, employ, and have exclusive control of all persons to be engaged by Subcontractor to perform the Work and shall prescribe and control the means and methods of doing such Work so long as done in strict accordance with the Contract Documents. All persons employed by Subcontractor shall be agents or employees of Subcontractor, and neither Subcontractor nor any of Subcontractor's agents or employees shall be deemed employees of Contractor or Owner for any purpose whatsoever.

4.7 Subcontractor shall defend, indemnify and hold harmless Contractor and Owner from and against all claims, administrative actions, penalties, costs, and expenses, including attorneys' fees, arising out of Subcontractor's failure or alleged failure to comply with any part of Articles 4.5 or 4.6 above. Additionally, Subcontractor's failure to comply with any part of Article 4.5 above shall be deemed a material breach of this Master Subcontract and the Project Specific Subcontract entitling Contractor to immediately terminate Subcontractor upon written notice. This right shall be in addition to any other rights Contractor may have by law or in equity.

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**ARTICLES PROJECT
SAFETY**

5.1 In order to promote and protect the safety of personnel and property and to prevent the failures and control the exposures that cause fatalities, injuries, illnesses, property and/or equipment damage at the work site, Subcontractor agrees to be bound by and follow the safety policies of [REDACTED]. Primary objective is to provide a safe and productive workplace for all individuals.

5.2 In addition to the foregoing, Subcontractor shall also maintain its own safety program for every project, which shall include, at a minimum, those OSHA standards and any other standards applicable to the Work.

5.3 STATEMENT OF [REDACTED] SAFETY POLICY:

A. It is the policy of [REDACTED] to provide a safe place to work at all times. All personnel on the project, including subcontractors, will conduct their work in a safe manner consistent with good construction safety practices in addition to all written requirements. Safety shall not be sacrificed for production.

STANDARD AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

PROJECT: Woodlawn Police Precinct #2 Roof Replacement

OWNER: Baltimore County Department of Public Works & Transportation

ARCHITECT: [REDACTED]

CONTRACT PAYMENT

Contractor agrees to pay Subcontractor for satisfactory and timely performance and completion of Subcontractor's work the sum of **Sixty-Five Thousand, Three Hundred Ninety-seven Dollars and 00/100 (\$ 65,397.00)**. Progress payments, less retainage of 10%, shall be made to Subcontractor for Work satisfactorily performed no later than three (3) business days after receipt of contractor of payment from Owner for Subcontractor's Work. Final payment of the balance due shall be made to Subcontractor no later than seven (7) days after receipt by Contractor of final payment from owner for Subcontractor's work. Payments are subject to receipt of such lien waivers, affidavit, warranties and guarantees required by the Contract Documents or Contractor.

PAYMENTS WITHHELD

Contractor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect Contractor from loss or damage caused by Subcontractor's failure to (1) timely perform Subcontract Work (2) properly pay subcontractors and/or suppliers, or (3) promptly correct rejected, defective or nonconforming Subcontract Work.

WAIVER OF CLAIMS

Final payment shall constitute a waiver of all claims by Subcontractor relating to Subcontractor Work but shall in no way relieve Subcontractor of liability to warranties, or for nonconforming or defective work discovered after final payment.

SCOPE OF WORK

Subcontractor agrees perform Subcontract Work under the general direction of Contractor and shall cooperate with Contractor so Contractor may fulfill obligations to owner. Subcontractor shall provide Subcontract Work for the Project in accordance with the schedule to be stated by the Contractor after consultation with the Subcontractor, and as it may change from time to time. Subcontractor shall give timely notices to authorities pertaining to Subcontract Work and shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete Subcontract Work.

SCHEDULE OF WORK

Time is of the essence for both parties. The parties agree to perform their respective obligations so that the Project may be completed in accordance with the Owner/Contractor Agreement. Subcontractor shall provide Contractor with any requested scheduling information of Subcontractor's Work. The Schedule of Work, including that of this Subcontract shall be prepared by Contractor and may be revised as the Work progresses. Subcontractor shall coordinate its work with all other contractors, subcontractor, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

[REDACTED]



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CHANGES

Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes. Contractor, without nullifying this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's Work. Adjustment, if any, in the contract price or contract time resulting from such change shall be set forth in a Subcontract Change Order. Subcontractor must obtain authorization from Contractor PRIOR to proceeding with work that will possibly incur additional cost.

ASSIGNMENT

Subcontractor shall not assign the whole or any part of Subcontract Work or this Agreement without prior written approval of Contractor.

FAILURE TO PERFORMANCE

Should Subcontractor fail to satisfy contractual deficiencies within forty-eight (48) hours from receipt of Contractor's written notice, then the Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of same, including reasonable overhead, profit and attorney's fees.

WARRANTY

Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period as specified in the bid documents of 5 years the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

RECEIVING PROCEDURE

Subcontractor agrees to thoroughly inspect every crate or package for damage within 48 hours of receipt, notifying Contractor in writing of any damage. If Subcontractor finds any damage keep the damaged items in their original packaging (until the carrier inspection takes place) and take photos of the damage. FAILURE TO FOLLOW THIS PROCEDURE WILL RESULT IN SUBCONTRACTOR ASSUMING LIABILITY FOR ANY REPAIR OR REPLACEMENT COSTS.

INDEMNIFICATION


The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor and Owner and all of their agents and employees ("Indemnified Parties"), from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance, or failure in performance, of the Subcontractor's work under this Subcontract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Subcontractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable regardless of whether it is caused in part by a party indemnified hereunder. Furthermore, any and all claims against Contractor and Owner or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Paragraph (c) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

INSURANCE

Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor agrees to furnish contractor and the owner with a certificate of insurance evidencing insurance coverage prior to commencement of the work for workers' compensation, employer's liability, commercial general liability insurance, automobile liability insurance and such other insurance as may be required by the contract documents, as follows:

All insurance coverage shall be placed with an insurance company duly admitted in the State of Maryland and shall carry an A.M. Best rating of "A-11 or better.



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All insurance policies shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed without at least thirty (30) days prior written notice to the contractor. Exception allowed: Ten (10) day written notice of cancellation for non-payment of premium.

General Liability Insurance

The Subcontractor's commercial general liability insurance shall be written for not less than the following limits of liability:

General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
Personal Injury Liability:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Per Project General Aggregate:	\$2,000,000

- Contractor and Owner shall be added as an additional insured on a primary and non-contributory basis for ongoing and completed operations using ISO form CG2010(188) or a combination of ISO forms CG2010(1001) and CG2037(1001) or using substitute forms that provided equivalent coverage (s).
- Include a Waiver of Subrogation on commercial general liability in favor of Contractor and Owner with respect to losses arising out of or in connection with the work.
- The additional insured endorsement and/or forms shall be attached to the certificate of insurance.

Automobile Liability Insurance

The Subcontractor's commercial automobile liability insurance shall be written for not less than \$1,000,000 combined single limit and shall include all owned, non-owned and hired vehicles.

Workers Compensation and Employers Liability Coverage

The subcontractor's Workers' Compensation and Employer's Liability coverage shall cover all Subcontractors' employees as required by law. Policy shall also provide employers liability coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease. Waiver of Subrogation endorsement in favor of Contractor and Owner shall be provided with respects Workers Compensation claims.

Property Insurance

Contractor and Subcontractor waive all rights of subrogation against each other and the Owner for damage caused by perils to the extent covered by property insurance (e.g., Builder Risk Insurance.) Subcontractor shall be responsible for an insurance deductible caused by Subcontractor's operations.

Total Base Contract Price: \$65,397.00

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

Date: 11/28/24

Date: 11/29/2023

From: [REDACTED]

Sent: Monday, February 5, 2024 8:20 AM

To: [REDACTED]

Cc: [REDACTED]

Subject: woodlawn Police Station

[EXTERNAL] Do NOT click on any links or open any attachment unless you know it is safe. Do NOT send any personal info or money. Check and Confirm with different means.

Good Morning [REDACTED]

We need to know where to put the explanations for [REDACTED] and other subcontractors per your request. Should we type a letter and upload it into the LCP Tracker EDocs or is there a tab in the LCP Tracker system that we should put the information.

• **Please submit a copy of the check stub detail for all employees w/e 9/30/23 to support your submission for this one week.**

➤ We will put these in the LCP Tracker's EDocs asap.

- Submit copies of [REDACTED] and your subcontractors and tiers **Contractor licenses** into LCP tracker EDocs

➤ [REDACTED] Contractor License is in the LCP Tracker's EDocs. [REDACTED]
Licenses will load asap. [REDACTED] worked under [REDACTED]

- [REDACTED] issued payrolls to [REDACTED] who are sole proprietors. The county does not allow prevailing wage contracts to consist of 1099 persons. **As you are aware 1099 are NOT employees, these gentlemen are tiers to** [REDACTED]

➤ We will Review and correct.

- [REDACTED] made payments of some sort via Zelle (which is not a common pay practice for businesses). We require check stubs and direct deposit statements into LCP tracker eDocs to support these Zelle payments. The check stubs will need to identify the workers classification, proper wage rate and fringe records required by law. Check stubs still needed for all employees and Direct Deposit confirmations for those with that type of payment method. Those employees with actual canceled checks, the amounts shown do not match what is shown on CPR. That needs to be explained/corrected.

➤ [REDACTED] is a small company that has multiple jobs, and their employees are paid based on the hours they work for the week not by job. Also, as a small company their method of direct deposit is paying employees through Zelle.

- [REDACTED] has not submitted any payroll records or fringe records to the LCP tracker.

➤ [REDACTED] contracted [REDACTED] owner to supervise [REDACTED] during the project. [REDACTED] did not have any of their own employees on the project.

[REDACTED]

Sent: Thursday, February 15, 2024 11:01 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Woodlawn Police Precinct #2 Roof Replacement
Attachments: 1 - [REDACTED] CPR 10-07-23.pdf; 2a - [REDACTED] Check Images.pdf; 2b - [REDACTED] Check Images.pdf; 3. Affidavit for [REDACTED].pdf; 4 - [REDACTED] LCP Tracker Company information file.pdf; 5. [REDACTED] CK Stubs for week ending 09-30.PDF

[EXTERNAL] Do NOT click on any links or open any attachment unless you know it is safe. Do NOT send any personal info or money. Check and Confirm with different means.

Ms. Branch:

Thank you for your February 5 email laying out the information that needed to be provided. Here is an update that I think resolves this completely.

With respect to the [REDACTED] payment information, you are asking for who was paid, what was paid, how much was paid, and the fringe benefits that were paid. For a statement showing all of that information, [REDACTED]x uploaded a CPR report for week ending October 7, 2023 to LCP Tracker (copy of attached as "1 - [REDACTED] CPR 10-07-23"). As backup for that CPR report, [REDACTED] also uploaded to LCP Tracker check images for the workers paid by check (copy attached as "2 - [REDACTED] Check Images"). As further backup for that CPR report with respect to employees paid via cash or Zelle, [REDACTED] also uploaded to LCP Tracker affidavits from those employees certifying the amount and method of payment for project work (copy attached as "3 - [REDACTED] Cash and Zelle Affidavits").

With respect to the [REDACTED], it appears that you need records from the employees that actually did work on the project, all of whom were [REDACTED] employees. That information has already been uploaded to LCP Tracker as set forth above. In order to make this entirely clear, an explanation of the role of [REDACTED] on the project has been inputted into LCP Tracker (copy attached as "4 - [REDACTED] LCP Tracker Company Information File"). We emailed this information to [REDACTED] on February 5, 2024 to confirm that this is the method she wants us to use but have not heard back. (copy attached as "5 - [REDACTED] Check Stubs 09-30-23). You have this information now both attached to the email and uploaded to LCP Tracker and it should not be a reason to withhold all payment on this project.

Now it looks to us like all the information has been provided, but if we are missing something we are requesting a call as soon as possible to understand what you need. This project is now 100% complete, and we are really in need of payment. [REDACTED] is a small company and I'll be perfectly honest that because of this nonpayment we are running out of money. [REDACTED] is not able to continually bankroll this project and really needs to be paid as soon as possible.

Regards,

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted] is prohibited. If

you received this in error, please contact the sender and delete the material from any computer.



JOHN A. OLSZEWSKI, JR.
County Executive

D'ANDREA L. WALKER
County Administrative Officer

December 23, 2024

Ms. Kelly Madigan
Inspector General
Office of the Inspector General
Baltimore County Government
400 Washington Avenue
Towson, Maryland 21204

RE: OIG Investigative Report – Case No. 24-011

Dear Ms. Madigan:

Thank you for bringing forth this matter. I have reviewed the findings as described throughout the case report.

You have recommended that the County “consider disbarring the Majority Company from further County contracts and assessing financial penalties in accordance with the policy memorandum dated January 17, 2020 titled “Compliance Reporting – Penalties,” which is part of the MBE Plan Package.” Please note at this time, there is no active contract with the Majority Company. Further, please be advised that the aforementioned policy provides for suspension rather than debarment.

Accordingly, the County will move forward with the following action steps:

- **Removal of the Majority Company from the Department of Public Works and Transportation’s, Prequalification List.**

Removal from Prequalification List: In accordance with Department of Public Works and Transportation’s “Rules for Prequalification of Contractors”, the Majority Company’s prequalification will be revoked by the end of calendar year 2024. This revocation will officially deem any future bids received from the Majority Company as non-responsive.

- **Withholding the retainage amount of \$42,950 associated with the Woodlawn Police Precinct Roof.**

Withholding Retainage Amount: The original contract value of the Woodlawn Police Precinct Roof was \$879,000. However, due to a change in the scope of work, the contract value was amended to \$859,000. As a result of damages caused by the contractor during the period of performance, \$31,886.56 was withheld, along with another \$78,059.12 related to Prevailing Wage & Local Hire Liquidated damages. Additionally, 5 percent of the completed work (retainage) was withheld. This equates to \$42,950.

\$859,000 (contract amount)
\$109,945.68 (all damages)
\$42,950 (retainage) still holding
\$706,104.32 (Payment as of date)

- **Submitting a letter to the Majority Company alerting it that they will be suspended pursuant to the Compliance Reporting Penalties policy, as a result of the Majority Company’s MBE violations.**

Suspension Notification: The Division of Diversity, Equity and Inclusion, Minority and Women-owned Business Enterprise Unit is drafting a letter to the Majority Company notifying them that it is suspended from participation in the County’s procurement program. The notification will be submitted in advance of the Majority Company’s removal from the prequalification list.

OIG 24-011 - Follow-Up

[REDACTED]

12/23/2024

Page 2

Again, thank you for reaching out regarding this matter. If you have questions or need further clarification, please feel free to contact me.

Sincerely,



D'Andrea L. Walker
County Administrative Officer

Attachment

cc: James R. Benjamin, Jr., County Attorney
Sevetra Peoples-Brown, Chief, Division of Diversity, Equity and Inclusion
Kevin Reed, Director, Office of Budget and Finance
Lauren Buckler, Director, Department of Public Works and Transportation
Renee Coleman, Director, Office of Human Resources