

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



**REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT**

Due Date: 10/28/24, Time: 3:00 PM

Pre-Bid Conference: 10/08/24, Time: 11:00 AM

bid@baltimorecountymd.gov

**MONICA LEE, STAFF BUYER
PHONE: 410-887-6572**

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

- Have you signed your bid?
- Have you signed the Procurement Affidavit?
- Have you filled out all applicable forms?
- Have you returned the original? (and required duplicate copies when required?)
- Have you signed and returned amendments?
- Have you included the bid bond, if required?
- Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
- Have you included and verified the complete electronic version (CD) of your bid?

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT**

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BALTIMORE COUNTY, MARYLAND

General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Division of Procurement Services. All bids must be submitted in a sealed envelope/carton or electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the DUE DATE and TIME for mailed and/or hand-delivered submittals and SOLICITATION NUMBER for electronic submittals. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the

performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications

is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services

rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent

rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or subcontractor. In accordance with the **Executive Order 2017-003 dated July 27, 2017**, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." Refer to the section entitled Minority Business Enterprise and Women Business Enterprise Requirements (MBE/WBE) for the current required goal. MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon

a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at <http://www.dat.state.maryland.gov/businesses/Pages/default.aspx>. If you need additional assistance call (410) 767-1184.

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect.

Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and I am duly authorized to represent and bind [business name] _____ (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 BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of *(Insert State Name)*: _____

(2) The Business is a *(please select one)*:

- Corporation
- Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietor
- Other: _____

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation (“SDAT”) in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

Yes No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? Yes No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

c. If not, is the business in good standing in the formed in State of origination? Yes No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

(1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.

(2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:

a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and

- b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose. (***You must check one of these***)
- [] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
 - [] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
 - i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____

Name:
 Title:
 (Authorized Representative and Affiant)



First Source Hiring Agreement Overview

What is First Source Hiring?

Baltimore County's First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County's workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs. The intent of First Source is to connect these individuals with new jobs that are generated by the County's investment in contracts or public works; or by business activity that requires approval by the County's Department of Economic and Workforce Development.

The goals of the First Source Hiring Agreement are to:

- Increase awareness of the resources, services and potential benefits available to help Baltimore County employers meet their workforce needs; and,
- Give economically disadvantaged individuals the first opportunity to apply for new jobs in Baltimore County.

Which businesses can participate in First Source Hiring?

1. Businesses who have leases with the County or on County property; or,
2. Businesses with County contracts for goods, services, and grants in excess of \$100,000 which are projected to create new jobs/positions to fulfill contract terms

How can first source help your business?

Baltimore County Department of Economic & Workforce Development's (DEWD's) Business Services Team can help coordinate recruitment services with our workforce partners in collaboration with our three Baltimore County Career Center locations to assist with finding pre-screened, qualified candidates. Available services may include but are not limited to:

- Posting and promotion of employment opportunities through our network of service providers
- Access to diverse talent pools from within Baltimore County's workforce system
- Access to Baltimore County Career Centers for coordinated recruitment/interviewing activities
- Referral of pre-screened, qualified candidates for employer consideration
- Assistance with using the Maryland Workforce Exchange - a statewide job database and candidate matching platform
- Information on earning tax credits and other employer benefits for new hires (if applicable)

- Workforce and Business Services staff to assist you throughout your recruitment efforts

I'd like to participate in First Source Hiring...Where do I start?

Step #1: Register your business with the [Maryland Workforce Exchange](#). This is an online database to track First Source Hiring job opportunities. As an employer, the Maryland Workforce Exchange can help you promote job openings, search for qualified candidates and share placement information.

Step #2: Businesses or non-profits who receive a non-construction or professional services contract from Baltimore County over \$100,000 are required to project the number of job openings they expect during the contract period. After registering your business with [Maryland Workforce Exchange](#), complete the **First Source Hiring Description Form** and email it to the Baltimore County Department of Economic and Workforce Development (DEWD) at firstsourcehire@baltimorecountymd.gov . If you have any questions about registering with MWE or completing the form, contact our office at 410-887-8000.

Step #3: Once you are registered in MWE and Baltimore County receives your **First Source Hiring Description Form** via email, you will be contacted by a member of the Business Development Team to assist with recruitment for your open positions.

Helpful Tips:

Businesses that qualify are asked to post their openings with Baltimore County's First Source Hiring network of service providers, and offer the County the first opportunity to refer qualified candidates to those positions. While the agreement does not require an employer to hire a specific candidate, it does ask that employers make a good faith effort to hire referrals from the County's workforce development system. We ask that employers would report basic information for any new hires by entering the placement data in the Maryland Workforce Exchange, or by completing an Employment Verification and Employer Survey Form (see FORM 2 attached) or via email at the completion of your recruitment activities.

_____	_____
Company Name	Contact Name
_____	_____
Company Address	City, MD
_____	_____
E-mail Address	Telephone
_____	_____
Acknowledgment Signature	Date

Taxpayer Identification Number (TIN) and Certification
(Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

Baltimore County, Maryland
 Office of Budget and Finance
 400 Washington Avenue, Room 148
 Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

<p>List your legal business name below, as shown on your income tax return. Sole proprietors should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For limited liability companies (LLC) that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For limited liability companies that are corporations, partnerships, etc., enter the business name on Name line (1).</p>																																														
1. Name (as shown on your income tax return)																																														
2. Business name, if different from above																																														
Address																																														
City	State ZIP Code																																													
Remittance Address, if different from above																																														
City	State ZIP Code																																													
Contact Person	Title																																													
Phone Number () - Ext:	Fax Number () -																																													
E-mail address																																														
Taxpayer Identification Number (TIN)																																														
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td align="center" colspan="9">Social Security Number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> <tr> <td align="center" colspan="9">OR</td> </tr> <tr> <td align="center" colspan="9">Employer Identification Number</td> </tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> </table>	Social Security Number																		OR									Employer Identification Number																	
Social Security Number																																														
OR																																														
Employer Identification Number																																														
<input type="checkbox"/> CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING																																														
<input type="checkbox"/> CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:																																														
Filing Status (Ownership) (LLC is not acceptable)																																														
<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietor																																													
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership																																													
<input type="checkbox"/> Other: (explain)																																														
CERTIFICATION:																																														
Under penalties of perjury, I certify that:																																														
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien).																																														
Signature of U.S. Person	Date																																													

SIDE 2

MBE / WBE Certification	
<p>Maryland Department of Transportation (MDOT)</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>	<p>City of Baltimore</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>

Business Ownership (Check Only One)					
	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization			
	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)					
	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation	
Incorporation State: _____	OR Date Business Started _____ / _____ / _____

Signature		
I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____



BALTIMORE COUNTY, MARYLAND
INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000
any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

- Bodily Injury by Accident - \$500,000 each accident
- Bodily Injury by Disease - \$500,000 policy limit
- Bodily Injury by Disease - \$500,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

**BALTIMORE COUNTY
PREVAILING WAGE AND LOCAL HIRING**

AFFIDAVIT

(Project Name) _____

Proposal No.: _____

Project No.: _____

On behalf of _____, I do solemnly declare and affirm,
(Contractor)
under penalty of perjury, that to the best of my knowledge, information, and belief:

1. I have submitted all documentation in accordance with Baltimore County Code §-10-2-506 and § -10-2-507 regarding the prevailing wage and local hiring laws and requirements of the prevailing wage guidelines located at ([Prevailing Wage and Local Hire Laws](#)), and acknowledge that I have read and agree to all provisions of said law, as amended, and have a continuing obligation to be compliant with the law and any changes to the law.

2. I shall not knowingly provide any false information relating to payroll documentation and/or hiring of local employees for capital improvement contracts that are subject to the prevailing wage and/or local hiring laws of Baltimore County. I further attest and certify that all documentation relating to the same will be accurate and complete and will remain accurate and complete on an ongoing basis, and will reflect the payroll and/or local hiring status of contractors, subcontractors, apprentices, and independent contractors performing work for the Contract (contract number _____). I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of myself and all subcontractors and parties performing work pursuant to this Contract.

3. I certify and attest that I am an officer or agent of the Contractor or subcontractor who supervises the payment of employees. I understand and agree that all documentation related to prevailing wages and/or local hiring required by law shall be submitted to Baltimore County's Prevailing Wage Administrator or designee before any surety is released or final payment due under the terms of the Contract is made.

4. I further certify and attest that I will have personal knowledge of the wages paid to all employees of _____ for work performed on the Contract and of all of the hours worked, and that I am an authorized agent of the Contractor and assume responsibility for my actions.

5. I further certify and attest that _____ will comply with prevailing wage rates set by the State of Maryland as the same apply to the Contract and are a part of the bid documents and Contract, and that _____ will comply with applicable local hiring requirements.

6. I attest and certify that, if the Contract is subject to the local hiring requirement under §10-2-507 of the Baltimore County Code, _____ will make best efforts to ensure that residents of Baltimore County constitute at least 51% of the new hires made for the Contract, subject to all exceptions allowable by law.

7. I certify and attest that, if the Contract is subject to prevailing wage requirements, no rebates or deductions will be made, directly or indirectly, from any wages paid in connection with the Contract, other than those provided for by law.

8. I certify and attest that, if awarded the Contract and if the Contract is subject to prevailing wage law, I will submit certified payroll to the County through its electronic compliance system or as instructed by the Prevailing Wage and Local Hire Unit.

9. I certify that if awarded the Contract, I will provide a list of subcontractors who will participate as a beneficiary of this project to the agency and the Prevailing Wage and Local Hire Unit at PrevailingWage@baltimorecountymd.gov.

10. I understand that no funds will be dispersed by the County until an Employment Analysis has been issued to the Prevailing Wage and Local Hire Unit in compliance with the local hire law. The Employment Analysis will include how many jobs will be required to complete the project; how many current employees are available to complete the project, and how many of those jobs will require new hires.

Contractor/Bidder/Offeror

By

Printed Name

Printed Title

Date

Phone

License Number

Business Email

PAYMENT BOND

Bond Number _____

Principal

Business Address of Principal

Surety

Obligee: **BALTIMORE COUNTY, MARYLAND**
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

_____ DOLLARS \$ _____

Penal Sum of Bond (express in words and figures)

Contract Name

_____ 20 _____
Date of Contract

Contract Number

_____ 20 _____
Date Bond Executed

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall promptly make payments to all persons supplying labor and/or material to the Principal and to any subcontractor of the Principal in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

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

In Presence of:

Individual Principal

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Attest:

Corporate Principal

(Name of Corporation)

Witness: _____

By: _____

Print Name: _____

Print Name: _____ (SEAL)

Title: _____

Attest:

Surety

(Name of Surety)

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

PERFORMANCE BOND

Bond No. _____

Principal

Business Address of Principal

Surety

Obligee: BALTIMORE COUNTY, MARYLAND
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

Penal Sum of Bond (express in words and figures) DOLLARS \$ _____

Contract Name _____ **Date of Contract** 20 _____

Contract Number _____ **Date Bond Executed** 20 _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

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

In Presence of: **Individual Principal**

Witness: _____ **as to:** _____ (SEAL)

Print Name: _____ **Print Name:** _____

Attest: **Corporate Principal**

(Name of Corporation)

Witness: _____ **By:** _____

Print Name: _____ **Print Name:** _____ (SEAL)

Title: _____

Attest: **Surety**

(Name of Surety)

Business Address: _____

Witness: _____ **By:** _____ Affix

Print Name: _____ **Print Name:** _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

IF SUBMITTING BOND, THIS FORM MUST BE USED

BID BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____ and authorized to do business in the State of Maryland	BALTIMORE COUNTY, MARYLAND, a body corporate and politic
Penal Sum of Bond (express in words and figures)	
Description of Bid	Date of Contract
Contract No. _____	Date Bond Executed
Proposal or Item No. _____	

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the aforementioned Principal shall be awarded the contract. The said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the entire Penal Sum of the Bid Bond of the said Principal as liquidated damages.

Signed and sealed _____
(Date)

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

In Presence of:

Witness

INDIVIDUAL PRINCIPAL

as to _____ (SEAL)

In Presence of:

Witness

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

CORPORATE PRINCIPAL

Title _____

Witness

Name of Corporation _____

By _____

Title _____

Affix Corporate Seal
Affix Corporate Seal

Title _____

Witness

Surety _____

By _____

Title _____

Business Address of Surety _____

NOTE: Under Corporate Principal, this bond must be executed by either president or vice-president. Any person legally empowered to bind the corporation may execute document only if a copy of the resolution granting this right is attached.

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

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 December 6, 2022, the County Executive adopted the EXECUTIVE ORDER No. 2022-005 addressing MBE/WBE participation in County contracts. The 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/Officer Responsibility: The bidder/officer shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/officers shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidders/officers 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):
<https://marylandmdbe.mdbecert.com/>
2. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER/OFFEROR'S ACTIONS

Seeking Firms: The bidder/officer 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.

1. Expenditures for Materials and Supplies: **REGULAR DEALER**: A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as cement, gravel, stone and petroleum need not keep such products in stock, if it owns or operates distribution equipment. Brokers and Packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

A **Regular Dealer** must be engaged in selling the product in question to the public. This is important in distinguishing a **Regular Dealer**, which has a regular trade with a variety of customers, from a firm which performs supply-like functions on an ad hoc basis or for any one or two contractors with whom it has a special relationship.

A business that simply transfers title of a product from manufacturer to ultimate purchaser (e.g. broker or sales representative who re-invoices a product from the

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producing company to the recipient or contractor) or a firm that puts a product in a container for delivery **would not** be considered a **Regular Dealer**.

A supplier of bulk goods may qualify as a **Regular Dealer** if it either maintains an inventory or owns or operates distribution equipment. With respect to the distribution equipment (e.g., a fleet of trucks), the term "operates" is intended to cover a situation in which the supplier leases the equipment on a regular basis for its entire business. It is not intended to cover a situation in which the firm simply provides drivers for trucks owned or leased by another party, (e.g., a prime contractor) or leases such a party's trucks on an ad hoc basis for a specific job.

Any participating DBE/MBE must serve a commercially useful function on a contract and not function as a broker, unless certified as a broker (insurance, real estate, etc). A firm is considered to perform a commercially useful function when it executes a distinct element of work by actually performing, managing and supervising the work involved and/or negotiating the cost of, arranging and accepting delivery of, and paying for the materials or supplies required for the work of its contract. **A contractor may count toward its DBE/MBE goal 60 percent of its expenditures for materials and supplies required under the contract and obtained from a DBE/MBE, regular dealer and 100 percent of such expenditures to a DBE/MBE manufacturer.**¹

2. Customary Fees: Fees may be counted by a contractor towards its DBE/MBE goals for the following expenditures to DBE/MBE firms that are not manufacturers or regular dealers:
 - a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - b. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the County to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - c. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the County to be reasonable and .not excessive as compared with fees customarily allowed for similar services.

Information to be supplied: All bidders/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.

¹ MDOT MBE Manual https://www.mdot.maryland.gov/MBE_DOCS/mbe_manual.pdf
PB 056 Revised 4/3/2023

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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.
 - 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. 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 an 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.

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MBE/WBE PARTICIPATION SUMMARY

4. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.
- a. **Prompt Payment of Subcontractors**: It is the policy of the Baltimore County Government MWBE Office that a contractor shall promptly pay a subcontractor any undisputed amount to which a subcontractor is entitled under a procurement contract.

The Prime Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its responsibilities under the applicable subcontract within 30 days of the subcontractor's satisfactory completion of the work as accepted by Baltimore County, Maryland. The Prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's satisfactory completion of work. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Baltimore County, Maryland. This clause applies to both MBE/WBE and non-MBE/WBE subcontracts.

1. The Prime Contractor must include in its subcontracts language providing that the Prime Contractor and the subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
2. The Prime Contractor will not be reimbursed for work performed by subcontractors unless and until the Prime Contractor ensures that the subcontractors are promptly paid for the work they have performed.
3. Prime Contractors may be subject to liquidated damages pursuant to Maryland and/or Baltimore County law, to ensure that DBEs and other contractors are fully and promptly paid.

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,

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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:

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 award 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.

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 <https://baltimorecounty.prismcompliance.com/>

To ensure that reports are filed in a timely manner, and that MBE/WBE requirements are met, the County will assess penalties for non-compliance, 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 liquated damages of up to 10% of the contract value; and/or

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- 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 liquidated damages of up to 10% of the contract value; and/or
- c. Termination of the contract for default together with assessment of a liquidated damages of 10% of the contract value.

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 seek 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.



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.**



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) 102

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
<input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City	_____
	Certification Number
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> 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

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT**

GENERAL CONDITIONS

1. SCOPE.

- 1.1 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase and repair artificial field construction services covered by this agreement that may be required during the period of time covered by this agreement. The quantities shown are approximate and are for the purpose of bid evaluation. Baltimore County reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the vendor, if it is found that such services are not required by the County during the period covered by this agreement.
- 1.2 In general, the scope of this contract shall be for a artificial field construction program for the Baltimore County Property Management Division to provide various design, installation, and field construction on sites Countywide. Typical projects include turf base construction, artificial turf installation, and field amenities installation.
- 1.3 The requirements listed above are intended as an aid to the Contractor to acquaint him with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.
- 1.4 The work to be done under this contract includes, but is not limited to; the providing of all labor, materials, supervision, equipment, services, incidentals, repair, general maintenance, and related items necessary to complete the work in accordance with this specification and scope of work. The Contractor shall not charge Baltimore County for travel time to and from the work site.

2. TERM OF AGREEMENT.

- 2.1 The term of this contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.
- 2.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

3. METHOD OF AWARD.

- 3.1 Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2015, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

The reputation of the Bidder regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award. Bidders will be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past three years. Bidders must also meet qualifications noted within Section 3.5 of this document.

- 3.2 Baltimore County reserves the right to award contracts to multiple contractors, effectively the lowest responsive and responsible bidders. Baltimore County also reserves the right to award a contract to a single contractor.
- 3.3 If multiple contracts are awarded it is the intention of Baltimore County to distribute work equally between contractors, however, the assignment of work shall be at the sole discretion of Baltimore County. However, if one of the prime contractors is capable of constructing all the artificial turf fields planned for any particular year, Baltimore County reserves the right to assign all work for that year to the one contractor. Subject to, and without in any way enlarging or limiting the other provisions of the Contract, any claim of any contractor against the County for extra compensation or damages arising out of assignment of work by the County shall be deemed to have been waived by all contractors.
- 3.4 *The estimated quantities on the Pricing page of the "Request for Bid" document represent the total volume for one (1) field.*

4. **BONDS**. The successful bidder shall be required to give both a performance and payment bond, for each artificial field prior to the issuance of a Purchase Order for the field. Each bond shall be in the full amount of field being built.

5. **BID DEPOSIT REQUIREMENTS**.

- 5.1 Bid deposit shall be required when indicated on bid proposal. Failure to submit such check or bond when required will nullify bid.
- 5.2 When specified, bids must be accompanied by either a Certified Check, Cashier's Check, Treasurer's Check or U.S. Money Order for five percent (5%) of the amount of the bid; or a Bid Bond for five percent (5%) of the amount of the bid, executed on the attached approved form. Only the bid bond provided by the County will be acceptable and must be completed by a surety company duly licensed under the Laws of the State of Maryland.
- 5.3 Checks or money orders will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 5.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within fifteen (15) calendar days after the award, may result in his deposit being forfeited to the County as liquidated damages.

6. **PRICES**.

- 6.1 Prices quoted must remain firm for the period covered by the contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.

7. ESCALATION.

- 7.1 All unit prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.
- 7.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 7.3 The County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for the renewal term in which it was requested.

8. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.

- 8.1 With regard to this contract, the Project Manager or his or her designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the Project Manager or the designated representative, the Contractor will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 8.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the Project Manager or his or her designated representative prior to beginning work.
- 8.3 As required, permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.
- 8.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within.
- 8.5 In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also in the opinion of Baltimore County more advantageous to Baltimore County shall govern. It is conditioned that the Contractor comply in all respects with the terms, conditions and obligations of the agreement and their obligations thereunder including the specifications.
- 8.6 The work to be done under this contract includes, but is not limited to the providing of all labor, materials, supervision, equipment, services, incidentals and related items necessary to complete the work in accordance with this specification and scope of work.
- 8.7 In cases where delays are clearly not the Contractor's responsibility, the Contractor shall notify the Project Manager or his or her designated representative for explanation of procedures. The Contractor must investigate and report on any complaints that might arise in connection with the use of their material and supplies.

9. GUARANTEE.

- 9.1 All materials, except the artificial turf system and base furnished and installed under this contract shall be unconditionally guaranteed for a **minimum period of two (2) years** from the date of the County's acceptance of the work against any and all defects in materials, workmanship and installation.
- 9.2 All materials of the artificial turf system, including the base, furnished and installed under this contract shall be unconditionally guaranteed for a minimum period of eight (8) years from the date of acceptance of the system by the County against any and all defects in materials, workmanship, and installation.
- 9.3 The Contractor must guarantee the usability, playability and safety of the artificial turf system for its intended uses (soccer, lacrosse, football and field hockey for all ages, and including up to high school), for an eight (8) year period commencing with the date of acceptance by the County. The warranty shall not be limited to the amount of usage.
- 9.4 The Contractor shall specify in writing that the turf system does not violate any other manufacturer's patents, patents allowed or patents pending.
- 9.5 The Contractor shall provide a detailed warranty including coverages and exclusions. The Manufacturer's Warranty shall include general wear and damage caused from UV degradation. The warranty shall specifically exclude vandalism, and acts of God beyond the control of the County or the manufacturer. The warranty shall not be limited to the amount of usage.
- 9.6 The Contractor shall provide a detailed Third Party Warranty including coverage's and exclusions. The insurance policy must be issue by an "A" rated insurance company and must support the Turf Manufacturer's Warranty for the full 8-year period.
- 9.7 Warranty Requirements.
- 9.7.1 The Turf Manufacturer shall provide a Warranty to the County that covers defects in materials and workmanship of the turf for a period of eight (8) years from the date of acceptance of all work. The Turf Manufacturer must verify that their on-site representative has inspected the installation and that the work conforms to the manufacturer's requirements.
- 9.7.2 The Turf Manufacturer's Warranty must be supported by a pre-paid insurance policy with an Insurance provider for the full eight (8) year period. Coverage and exclusions must be detailed as part of the Bid Submittal. This insurance policy must be with an "**A**" **rated** insurance company that covers the Turf Manufacturer's Warranty for the full eight (8) year period.
- 9.7.2.1 Length of policy
- 9.7.2.2 Name of the carrier
- 9.7.2.3 Method for payment of the policy (must be pre-paid and non-cancelable)
- 9.7.2.4 Limit for single claims
- 9.7.2.5 Limit for aggregate claims

9.7.2.6 Additional policy features of importance

- 9.7.3 The Turf Contractor shall provide a Warranty to the owner that covers defects in the installation workmanship, and further warrant that the installation was done in accordance with both the Manufacturer's recommendations and any written directives of the Manufacturer's onsite representative.
- 9.7.4 All turf warranties shall be full, non-prorated, limited to repair or replacement of the affected areas, and shall include all necessary materials, labor, transportation costs, etc. to complete said repairs.
- 9.7.5 The artificial turf field must maintain an ASTM 355 G-max of between 125 - 175 for the life of the Warranty. The Turf Manufacturer/Installation Contractor shall provide the necessary testing data to the Project Manager or his authorized representative, that the finished field meets the required shock attenuation, as per ASTM F1936 under 200 Gmax.
- 9.7.6 The Turf Manufacturer is responsible for the initial G-max and HIC testing of the field. This must be performed within 4-6 months of the completion of the turf.
- 9.7.7 The Turf Manufacturer must perform an annual inspection of all fields installed under this contract accompanied by a representative of Baltimore County, every year of the warranty period.

10. INSURANCE.

- 10.1 The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 10.2 The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 10.3 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.
- 10.4 The insurance requirement for this solicitation mandates that the Contractor provide an endorsement from the insurance carrier showing Baltimore County as the additionally insured. Please show it exactly as follows and submit the insurance verification WITH YOUR BID.

Baltimore County, Maryland
400 Washington Avenue
Towson, MD 21204

11. INVOICES.

- 11.1 Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure.

Authorization to pay invoices will be given by the Project Manager or the authorized representative prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to: Baltimore County Government, Office of Finance, Disbursements Section, Historic Courthouse, Room 148, 400 Washington Avenue, Towson, Maryland 21204 or disbursements@baltimorecountymd.gov . A copy of each invoice must be submitted to the Project Manager. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, **whichever date is later**. Under no circumstances will interest be paid.

- 11.2 Baltimore County may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:
- 11.2.1 Defective work not remedied.
 - 11.2.2 Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.
 - 11.2.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 - 11.2.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - 11.2.5 Damage to another Contractor.
 - 11.2.6 Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

12. PURCHASE ORDERS.

- 12.1 Purchase orders will be issued from time to time by the purchasing agent for such quantities as to satisfy requirements of the County. Specific quantities and delivery information will be indicated on purchase orders. Each purchase order will refer to the Supplier Contract number. Purchase orders issued within the term of the contract, even if not completed within the term of the contract, shall continue to be bound by the terms and conditions herein.

- 13. CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. The County shall give notice of observed defects with reasonable promptness.

- 14. LIENS.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies

that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

15. “SAMPLE” FORM CONTRACT.

- 15.1 A sample of the County’s form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. The vendor’s submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the Offeror’s acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Offeror’s bid response.
- 15.2 If the Offeror submits an exception, which alters the County’s risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its’ sole and absolute discretion to deem the vendor non-responsive.
- 15.3 All Offeror’s further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

16. COOPERATIVE PURCHASE.

- 16.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 16.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

17. BALTIMORE COUNTY PUBLIC SCHOOLS (BCPS SITES REQUIREMENTS).

- 17.1 *Failure of the Contractor to comply with the following requirements may result in termination of contract for cause:*
- BCPS prohibits workers from making inappropriate and/or obscene comments and/or gestures to the students, BCPS staff, and/or to fellow workers. Workers shall be dressed appropriately to work in a school environment with student, teacher, staff, and parents present. Consistent with the Federal Drug-Free Workplace Act of 1988, Board of Education policy prohibits the unlawful manufacture, distribution, possession, or use of a controlled substance or alcohol in any quantity in the workplace. Workers shall abide by the BCPS no smoking policy.*
- 17.2 The use of illegal immigrant labor to fulfill contracts solicited by the County is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

- 17.3 The County requires the contractor who has an employee on site that does not speak English to have on site-full time, an interpreter that is fluent in speaking and understanding that employee's native language. Failure of the contractor to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.
- 17.4 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated code of Maryland states, "A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both." If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the contractor, the contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any County Board of Education property, including the project property. Violation of this provision may result in Termination for Cause.

18. UTILIZATION OF BALTIMORE COUNTY'S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.

- 18.1 Baltimore County's First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County's workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.

The Contractor may use Baltimore County's Department of Economic and Workforce Development as a "First Source" for training and recruitment of employees. To utilize "First Source" the Contractor/vendor may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the Contractor/vendor for consideration. The Contractor/vendor may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit: <http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html>

19. MBE/WBE and/or ECONOMIC BENEFIT FACTOR.

- 19.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

19.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed,

including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

- Placement or employment in High Growth Areas of Employment
- Retention and Average Earnings – Fiscal Performance
- Serving Veterans
- Strengthen Local Workforce Economy

19.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,

19.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus, and

19.1.4 Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

20. MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE). The resulting minority and women business participation requirement for this contract is **20 % (for full field work only.)**

- 20.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.
- 20.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.
- 20.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

- 20.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime 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 to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

21. PREVAILING WAGE AND LOCAL HIRING LAW.

- 21.1 The Contractor and all Subcontractors must comply with the Prevailing Wage Law and Local Hiring Requirements contained in Baltimore County Code § 10-2-506 and § 10-2-507, respectively, as amended. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The County will use the prevailing wage established by the State of Maryland Commissioner of Labor and Industry for state funded construction contracts in the county at the time of award. These rates include the basic hourly rate and fringe benefits. Apprentices must be paid at least the rate that the state's apprenticeship and training council sets for an apprentice in the trade involved, based on a percentage of the prevailing wage rate in that trade. Any Contractor that is subject to the prevailing wage or local hiring law will be required to agree to the below provisions:
- 21.2 For the purposes of these requirements, an employee means an apprentice, laborer or mechanic employed by a contractor or subcontractor on a capital improvement project with a value of over \$300,000 and a County-subsidized capital project with a value over \$5,000,000.
- 21.3 Capital Improvement Project does not include blanket order or open end agreements, capital improvement projects subject to a federal or state prevailing wage law, awarded without competition; with another governmental entity; to the extent the contractor is precluded from compliance by the terms of any federal or state law, contract or grant; entered into pursuant to Baltimore County Code § 10-2-310(e); entered into as a joint or cooperative purchase or entered into as an emergency purchase.
- 21.4 The purpose of a prevailing wage is to ensure that contractors institute local hiring practices for Capital Improvement contracts and Capital Projects under certain circumstances as required by law, and that the Contractor's employees who work on capital improvement contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland Department of Labor and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:
- 21.4.1 Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation. Contractor or subcontractor may NOT split or subdivide a capital improvement contract, pay an employee through a

third party, treat an employee as a subcontractor or independent contractor to avoid any requirement of the County's prevailing wage law; or employ an individual classified as a helper or trainee to perform direct and measurable work on a capital improvement contract.

- 21.4.2 Pay employees at a rate equal to or more than the prevailing wage rate currently in effect for the type of work performed
- 21.4.3 Pay employees overtime for work (I) more than eight hours in any single calendar day; (II) more than 40 hours in a work week; or (III) on a Sunday or a legal holiday.
- X.4.4 Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry.
- 21.4.5 May only make fair and reasonable deductions that are (1) required by law; (2) authorized in a written agreement between an employee and contractor or subcontractor signed at the beginning of employment that concerns food, sleeping quarters, or similar items; and submitted by the contractor or subcontractor to the Director of the County's Prevailing Wage Program; or required or allowed by a collective bargaining agreement between a bona fide labor organization and a contractor or subcontractor.
 - 21.4.5.1 Electronically submit a certified copy of payroll records through <https://baltimorecounty.prismcompliance.com/> within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees.
- 21.4.6 Payroll records shall contain a statement signed by the contractor or subcontractor certifying that the payroll records are complete and correct; the wage rates are not less than required by the Prevailing Wage law; and the rate of pay and classification for each employee accurately reflects the work the employee performed.
- 21.4.7 All payroll records shall include the name, address, telephone number and email address of the contractor or subcontractor; the name and location of the job; and each employee's name, current address, unless previously reported; specific work classification; daily basic time and overtime hours; total basic time and overtime hours for the payroll period; rate of pay; fringe benefits by type and amount; and gross wages. Late submission of copies of any payroll records may be deemed deficient by the County until the required records are provided, and the County may postpone processing payments due under the Contract or under an agreement to finance the Contract.
- 21.4.8 Submit to random or regular audits and investigation of any complaint of a violation of the County's prevailing wage and local hiring laws and requirements.
- 21.4.9 Make best efforts to fill at least 51% of new jobs required to complete the capital improvement contract or capital project with Baltimore County residents.
- 21.4.10 Agree that any and all disputes will be handled as set forth in the County's Prevailing Wage and Local Hiring laws as a condition of award
- 214.11 Submit monthly reports on the form designated by and to the Director of the Department of Economic and Workforce Development relating to local hiring with respect to a capital improvement contract over \$300,000 and County-subsidized capital project receiving assistance over \$5,000,000 that includes 1) the number of new hires needed for the contract or project, 2) the number of County

residents hired during the reporting period, 3) the total number of all employees hired during the contract period, 4) best efforts made to fill open positions with County residents, and 5) for new hires name, last four (4) digits of the social security number, job title, hire date, address and referral source.

- 21.4.12 In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County shall issue a written decision, including appropriate sanctions, and may withhold payment due the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County. The Contractor may appeal a written decision of the Director of Economic and Workforce Development to the Office of Administrative Hearings (“OAH”), that the Contractor violated a provision of the Prevailing Wage Law, within ten (10) working days after receiving a copy of the decision. OAH will conduct a hearing upon the receipt of a timely appeal. If no appeal, the decision of the Director of Economic and Workforce Development or his designee becomes final. A Contractor who is found to have violated the provisions of the Prevailing Wage or Local Hiring laws intentionally, may not be awarded a County contract or work on any County project for a period of one year from the date of the OAH determination.
- 21.4.13 May not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;
- 21.4.14 An aggrieved employee is a third-party beneficiary of this Contract and may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney’s fee.
- 21.4.15 Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor for any noncompliance with the Prevailing Wage Law. Liquidated damages are:
- 21.4.15.1 \$10 for each calendar day that the payroll records are late; \$20 for each day that an employee is misclassified and paid less than the prevailing wage rate; and a civil penalty \$50 per violation of the requirement to post the prevailing wage rates at the work site.
- 21.4.15.2 These liquidated damages are solely related to prevailing wage and local hiring compliance and do not negate any other remedies available or set forth in the Contract, including delay damages or actual damages. These remedies are separate, in addition to, and not in lieu of any remedies available and set forth in the Contract for other breaches or defaults under the Contract.
- 21.4.16 Where the initial Contract Sum is \$300,000 or below, but it is subsequently increased and exceeds \$300,000 due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed \$300,000 is subject to the Prevailing Wage Law and Local Hiring requirements.
- 21.4.17 The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

22. ELECTRONIC SUBMITTAL PROCESS.

- 22.1 The cost of preparing Bids is the responsibility of Bidders.
- 22.2 **To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.**
- 22.2.1 **DO NOT CARBON COPY** (cc) the buyer on the bid submission.
- 22.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2, etc.* Multiple part bids will not be considered unless all parts are received by the bid closing date and time.
- 22.4 After submitting a Bid to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described in 21.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.
- 22.5 As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.
- 22.6 The County reserves the right to waive minor irregularities in conjunction with Bids.

23. QUESTIONS AND INQUIRIES; ADDENDA. Any inquiries relative to this bid shall be directed to the Buyer, Monica Lee at 410-887-6572 or mlee3@baltimorecountymd.gov.

- 23.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFB, addenda will be posted on the web site at www.baltimorecountymd.gov/purchasing.
- 23.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.
- 23.3 **The deadline for written questions (e-mail is sufficient) pertaining to this solicitation is seven (7) working days prior to the due date of the solicitation.**

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT**

SPECIFICATIONS

1. **LOCATION OF WORK AND EXISTING CONDITIONS.** The work sites are located at various County owned and/or operated properties within the boundaries of Baltimore County, Maryland.
2. **PRE-BID CONFERENCE.**
 - 2.1 A pre-bid conference will be held on **Tuesday, October 8, 2024 at 11:00 a.m. via WebEx.** Attendance at the pre-bid conference is not mandatory.
 - 2.2 The purpose of the conference is to clarify any parts of the solicitation and answer questions that may be pertinent to the request. Any significant changes to the solicitation as a result of the discussions at the pre-bid conference or subsequent written questions will be printed on the website at www.baltimorecountymd.gov/purchasing.
 - 2.3 Questions pertaining to this solicitation must be submitted in writing (e-mail is sufficient.) **The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of the solicitation.**
 - 2.4 Contractor is responsible to be knowledgeable of all conditions and specific requirements at all work sites. It is the expectation of Baltimore County that Contractor will visit each work site prior to submitting a quote for all jobs to ensure that their quote is complete and accurate.
3. **VENDOR QUALIFICATIONS.**
 - 3.1 The successful Contractor shall meet the following qualifications, in order to be considered for award:
 - 3.1.1 Artificial Turf Surface Provider: Artificial turf athletic surface shall be provided by an experienced vendor, manufacturer or provider, which shall have supplied a minimum of thirty (30) outdoor artificial turf athletic surfaces of 50,000 square feet or greater within the last five (5) years. The manufacturer or provider, which shall have supplied a minimum of ten (10) indoor artificial turf athletic surfaces within the last five years. Provide a written description of each facility including name, address, date installed and phone number of Owner's representative.
 - 3.1.2 Artificial Turf Surface Installer: Artificial turf surface installation shall be provided by an experienced contractor which shall have installed a minimum of twenty (20) outdoor and five (5) indoor artificial turf athletic surfaces of the type specified of 50,000 square feet or greater within the last three (3) years. Provide a written description of each facility including name, address, date installed and phone number of Owner's representative.
 - 3.1.3 The artificial turf surface installation crew whether subcontracted or employed by the turf company shall have the following competent workmen skilled in this specific type of artificial grass installation on site daily during the entire installation.

- 3.1.3.1 One lead installer onsite who has installed a minimum of fifteen (15) artificial turf athletic surfaces of the type specified of 50,000 square feet or greater.
- 3.1.3.2 Two additional crew members onsite which shall have individually installed a minimum of eight (8) artificial turf athletic surfaces of the type specified of 50,000 square feet or greater.
- 3.1.3.3 The installation crew personnel qualifications shall include the individual's resume, project list and contact information (cell phone) to allow the owners representatives the opportunity to verify employment and or subcontractor status at any time leading up to and during the installation of the project.

Substitution of installation crew personnel shall be approved by the Project Manager or his authorized representative and shall meet the minimum qualifications specified above.
- 3.1.3.4 At any time after the award of the contract and before the completion of the project, should any member of the approved installation crew or subcontractor discontinue their relationship with the artificial turf installation contractor or turf provider the Property Management Division Chief or his authorized representative must be immediately notified. Failure to provide installation crew personnel meeting the minimum qualifications shall be considered a default of the contract requirements.
- 3.1.3.5 The designated Supervisory Personnel on the project must be certified in writing by the Artificial Turf Provider, to be competent in the installation of this artificial surface, including sewing seams and proper installation of the infill mixture.
- 3.1.3.6 The Artificial Turf Provider shall have a representative on site to certify the installation and Warranty compliance.
- 3.2.4 Any artificial turf surface installation crew not able to meet the above requirement shall submit a statement of considerations that may qualify them as a qualified bidder. Items include, but are not limited to:
 - 3.2.4.1 Resumes of personnel allocated for this project.
 - 3.2.4.2 Listing of type of equipment to be used on construction.
 - 3.2.4.3 Proposed schedule for the project.
 - 3.2.4.4 Note that this list may be altered as deemed appropriate by the Purchasing Agent, or his authorized representative.
 - 3.2.4.5 The Purchasing Agent or his or her authorized representative shall review this information and accept or reject the qualifications of the proposed contractor. The Purchasing Agent or his or her authorized representative's decision will be final.
- 3.2.5 Proposers Qualifications: Contractor shall be actively and directly engaged in the installation of competition-level NCAA (collegiate) or NFHSS artificial athletic field

base construction. Provide proof of ten (10) such installations that have been in use for one (1) or more years. Provide a type-written description of each similar type construction experience with names and phone numbers of client contact, date of installation, and so forth with bid.

3.2.6 Any contractor not able to meet the above requirement shall submit a statement of considerations that may qualify him/her as a qualified bidder. Items include, but are not limited to:

3.2.6.1 Resumes of personnel allocated for this project.

3.2.6.2 Listing of type of equipment to be used on construction.

3.2.6.3 All contractors shall submit a proposed schedule for the project.

3.2.6.4 Note that this list may be altered as deemed appropriate by Purchasing Agent, or his authorized representative.

3.2.7 The Contractors may sub-contract any portion of this work up to seventy five (75) percent to any qualified sub-contractor. The subcontractors must meet the same requirements as those listed above for field Contractors.

3.3 Bidders shall submit with their bid all required registrations, licenses and certificates necessary to perform the scope of work and specifications, which must all be current.

3.4 Bidders shall submit literature and specifications on the artificial turf system that they will be furnishing and installation with their bid.

3.5 Bidders shall NOT submit samples of their product with their bid.

3.6 The Contractor shall be responsible for execution of chain of custody pursuant to House Bill 457: "For the purpose of requiring the Department of the Environment to establish a system to track the chain of custody of synthetic turf installed on sports and playing fields in the State; requiring the custodian of a synthetic turf sports or playing field installed in the State to report chain of custody information to the Department on or before a certain date or within a certain amount of time after the completion of the installation, whichever is later; requiring the new custodian of synthetic turf that was removed after the chain of custody information was reported to the Department under this Act to report updated chain of custody information to the Department; requiring the Department to serve as the custodian for chain of custody information submitted under this Act and develop and maintain a website that includes certain chain of custody information; and generally relating to synthetic turf."

4. WORK HOURS AND DELIVERY OF MATERIALS.

4.1 It shall be the Contractor's responsibility to see that tools, equipment, and materials are delivered within or adjacent to the work area as specified by the County.

4.1.1 The delivery, repair, and/or installation can be accomplished during the weekdays Monday through Friday, 7:00 a.m. – 5:00 p.m.

4.1.2 Any delivery, repair, and/or installation scheduled during Monday through Friday, 5:00 p.m. – 7:00 a.m., weekends (Saturday and Sunday, any hour day or night), or

County holidays, per the listing below, shall require written approval from the BCPM or the designated representative:

New Year's Day	Labor Day
MLK, Jr. Birthday	Indigenous People's Day
Presidents' Day	General Election Day (each even year)
Memorial Day	Veterans' Day
Juneteenth Day	Thanksgiving Day
Independence Day	Christmas Day

- 4.2 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicle must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency's Project Manager or his designated representative.
- 4.3 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during the course of this contract shall be repaired or replaced to the satisfaction of the Project Manager or the designated representative prior to approving the completion of the project.
- 4.4 Contractor must meet with the Project Manager or the authorized representative one week before starting work to ensure job scope and site requirements are clearly understood.

5. MATERIAL SUBSTITUTIONS AND CHANGES TO THE CONTRACT.

- 5.1 Once a specific product is approved, the specific manufacturer's material and or products cannot be substituted without approval of Project Manager or the designated representative.
- 5.2 The Contractor will notify the Project Manager or the designated representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Buyer covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Buyer.

6. DEMOLITION AND DEBRIS REMOVAL. The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.

- 6.1 The Contractor shall be responsible for execution of debris removal chain of custody pursuant to House Bill 457: "For the purpose of requiring the Department of the Environment to establish a system to track the chain of custody of synthetic turf installed on sports and playing fields in the State; requiring the custodian of a synthetic turf sports or playing field installed in the State to report chain of custody information to the

Department on or before a certain date or within a certain amount of time after the completion of the installation, whichever is later; requiring the new custodian of synthetic turf that was removed after the chain of custody information was reported to the Department under this Act to report updated chain of custody information to the Department; requiring the Department to serve as the custodian for chain of custody information submitted under this Act and develop and maintain a website that includes certain chain of custody information; and generally relating to synthetic turf.”

7. **POTENTIALLY HAZARDOUS MATERIALS.** If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person’s health, a Safety Data Sheet (SDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

Any artificial turf furnished and installed under this contract shall not contain lead content at levels that could be hazardous to the health of anyone playing on, working on, or coming in contact with the turf.

8. **CODES AND PRICE QUOTATION SUBMITTALS.**

8.1 **Codes.**

8.1.1 All materials and work shall comply with the requirements of the following codes and regulations (latest editions):

8.1.2 All Baltimore County Codes and Regulations including the Baltimore County “Standard Specifications for Construction and Materials” and “Standard Details of Construction”, and as herein modified, latest edition.

8.1.3 2000 International Building Code – adopted/amended by Baltimore County Bill #78-01 (Effective date: November 23, 2001).

8.1.4 Any and all other standards as specified in other sections of the bid solicitation.

8.2 It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

8.3 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations. All materials equipment and machinery furnished and installed must fully comply with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSH Standard.

The Contractor shall submit **Safety Data Sheets (SDS)** for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation.

No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy

(PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. adhesive/mastic, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the Project Manager or his authorized representative. All materials delivered to or used on County property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.

No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the BCPM, or the authorized representative.

Public Law 91-596 dated December 29, 1970, entitled Occupational and Health Act of 1970. The contractor shall insure that all modifications address the provisions of the ADA, Americans with Disabilities Act, latest edition.

- 8.4 The Contractor shall obtain the permission of the Project Manager regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence from this source. The County institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the County's facilities or grounds.
- 8.5 If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Project Manager or his authorized representative for approval in order to proceed on the additional work. The County shall not pay for additional work if the Contractor performs the work without the County's written approval.

9. TEMPORARY SUSPENSION OF WORK.

- 9.1 During the progress of any work, the Contractor may suspend work via written permission of the Project Manager or the designated representative, wholly or in part, for such period or periods as the Project Manager may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily, nor become damaged in any way, and they shall take every precaution to prevent damage or deterioration of the work performed. When conditions warrant resumption of work on the project, the Contractor shall notify the Project Manager or the designated representative, twenty-four (24) hours in advance and shall proceed with the work only when and if authority is granted by the Project Manager or the designated representative. Any work performed without approval by the Project Manager or the designated representative, will be at the Contractor's risk, and he shall be held liable for removal of any such work.

10. WORK PROCEDURES.

- 10.1 The scope of this Contract shall be to furnish all labor, materials, supervision, tools, equipment, incidentals and related items to various County-owned and/or operated facilities within the boundaries of Baltimore County, Maryland. The following services shall be performed by the Contractor during the term of this agreement:

- 10.1.1 Schedule receipt of shipment, installation of materials.
- 10.1.2 Provide technical expertise and attend meetings on various sites throughout Baltimore County in the preparation and design of athletic field projects (“fields”).
- 10.1.3 Provide soil test reports and prepare soil amendment recommendation reports if required.
- 10.1.4 The Contractor is responsible for having the area of construction cordoned off with protective plastic fencing if directed by Property Management.
- 10.1.5 The work to be done under this contract includes, but is not limited to, the providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the construction of fields, in accordance with this specification and with the following:
 - 10.1.5.1 **Baltimore County “Standard Specifications for Construction and Materials”** dated February 2000 and as updated periodically, herein referred to as “*Standard Specifications*”.
 - 10.1.5.2 **Baltimore County “Standard Details for Construction”** dated February 2000 and as updated periodically, herein referred to as “*Standard Details*”.
 - 10.1.5.3 Plans or design sketches will be provided to the Contractor by Baltimore County’s Project Manager or his designated representative.
 - 10.1.5.4 Regulatory requirements and references follow the current guidelines set forth by the various governing bodies listed below. Unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable. Where discrepancies are noted between these governing bodies, the rules of the NCAA shall be enforced.
 1. American Society for Testing and Materials (ASTM)
 2. Consumer Products Safety Commission (CPSC)
 3. Federation Internationale de Football Association (FIFA)
 4. International Field Hockey Association (FIH)
 5. International Amateur Athletic Federation (IAAF)
 6. National Collegiate Athletic Association (NCAA)
 7. National Federation of State High School Associations (NFSHSA)
 8. USA Field Hockey (USAFH)
 9. United States Lacrosse (USL)
 10. United States Soccer Federation (USSF)

10.2 Types of work include but are not limited to the following:

10.2.1 Grading:

10.2.1.1 This work shall consist of the preparation of sub-grade and fine grading for all unpaved areas within the limits of grading, as specified on the Contract Documents or as directed by the County’s representative and the installation of field markers to delineate field corners.

10.2.2 Seeding:

- 10.2.2.1 This work shall consist of soil preparation, aeration, compost application, fertilization, seeding, mulching, liming as required, watering, over-seeding, and re-fertilizing all areas designated for turf establishment as specified in the Contract Documents or as directed by the County's representative.

10.2.3 Sodding:

- 10.2.3.1 This work shall consist of furnishing and installing sod as directed by the County and as specified. Sod is a contingent item and shall only be used with the County's written approval.

10.2.4 Topdressing:

- 10.2.4.1 This work shall include mechanically spreading material provided by Baltimore County or furnishing and mechanically spreading material provided by the Contractor.

10.2.5 Aeration:

- 10.2.5.1 This work shall include deep tine, core and/or verti-drain aeration at the direction of Project Manager or his designated representative.

10.2.6 Watering:

- 10.2.6.1 As required during the grow-in maintenance period to gain acceptance

10.2.7 Fertilizing:

- 10.2.7.1 As required to gain acceptance and as per testing recommendations.

10.3 A surveyor licensed in the state of Maryland must perform all survey work.

10.4 The Contractor shall call "Miss Utility" (1-800-257-7777) forty-eight (48) hours in advance of working. The Contractor shall be responsible for locating any existing utilities within the contract limits and for the safety of same. Should any utilities be damaged or destroyed due to the operations of the Contractor, the damaged or destroyed components shall be immediately replaced or repaired, as necessary, to restore the utility to satisfactory operating condition. The cost of such repair or replacement shall be borne entirely by the Contractor.

10.5 As required, the Contractor shall employ a Professional Engineer licensed in the State of MD to certify that the stormwater storage media (material) shown on the drawings was constructed as shown on the As-Built Plans and Specifications. The Contractor is responsible for the preparation of the Stormwater Management As-Built Drawings and the completion of all geotechnical testing, monitoring, and photographs required and in sufficient detail for the Engineer's Certification. The certifying engineer, employed by the contractor, shall make all the necessary revisions to the As-Built drawings and obtain stormwater management approval from Baltimore County DPW Engineering prior to final payment. Perform site preparation work as shown and specified. This work includes installing sediment control measures, protecting trees outside the limits of work, removing

and disposing of above grade and below grade improvements (including but not limited to existing timber edging, pavement, fencing, irrigation).

- 10.6 The requirements listed above are intended as an aid to the Contractor to acquaint him/her with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and/or installed by the Contractor in accordance with the terms of this contract.

11. **STANDARDS OF WORK.**

- 11.1 All work and materials shall be in strict accordance with the latest edition of the Baltimore County "Standard Specifications for Construction and Materials" and "Standard Details of Construction" and as herein modified.
- 11.2 All landscaping and seeding work shall comply with the Water Quality Improvement Act of 1998, including compliance with requirements for soil testing prior to nutrient application.
- 11.3 Grading and preparation of field sub-grade shall be accomplished by laser grading. The Contractor must provide survey confirmation of elevations and dimensions on a 25-foot grid and have them approved by the Project Manager, or his authorized representative.
- 11.4 Fine grading shall be accomplished by laser grading. The Contractor must provide a certified survey on a 25-foot grid performed by a MD state licensed surveyor showing that grade elevation tolerances have been met. This survey shall be reviewed and approved by Project Manager or his designated representative, prior to installing turf. The Surveyor shall generate 0.1 foot contour lines on the surface for any task requiring survey verification. Provide electronic file of contours and spot elevations in three dimensional (3D) AutoCAD format on the approved coordinate plane system specified by the County.
- 11.5 The top four (4) inches of topsoil shall be screened material.
- 11.5.1 It shall be the Contractor's responsibility to determine if the material will be screened in place, on a remote screener, or off site and trucked in. No on-site topsoil shall be removed from the site without the County's written approval.
- 11.5.2 Contractor must receive approval of County prior to placement.
- 11.5.3 As-built survey elevations and dimensions shall be noted on the Contract Drawings.
- 11.6 The Contractor shall be responsible for the correction of grades and re-surveying as necessary to correctly complete the work, at no additional expense to the County.
- 11.7 **Sediment Control and any Earthwork.**
- 11.7.1 Refer to "1999 Maryland Standards and Specifications for Soil Erosion and Sediment Control", as amended, for standard details and detailed specifications of each practice specified herein.
- 11.7.2 Following initial soil disturbance or re-disturbance, permanent or temporary stabilization shall be completed within: (a) seven (7) calendar days as to the surface of all perimeter controls, dikes, swales, ditches, perimeter slopes and all slopes greater than three horizontal to one vertical (3:1), and (b) fourteen (14) days

for all other disturbed or graded areas on the project site which will remain idle over fourteen (14) days.

- 11.8 Excess cut or borrow material shall go to, or come from, respectively a site with an open grading permit and an approved sediment erosion control plan or shall be distributed on site as determined by the County.
- 11.9 Contractor is responsible for installation and post-construction removal of sediment control measures and establishment of a contractor's staging area as shown on drawings.

12. INSPECTIONS/OBSERVATIONS. The Contractor shall notify the County at least two (2) full business days before the date of any inspection/observation of the work, informing the County of the requested date and time as well as the nature and extent of the inspection products.

13. MATERIALS AND EQUIPMENT.

13.1 Common Borrow.

13.1.1 Common Borrow shall comply with Baltimore County Standards and Specifications 203 and 916. Common borrow shall be two different grades. Borrow for fill areas twelve inches below grade and greater shall comply with general standards for Common Borrow. Borrow for fill four inches to twelve inches below finished grade shall be strictly a natural soil composition and may not contain old pavement materials or other construction debris, including stone base, asphalt, concrete or other similar items.

13.2 Topsoil.

13.2.1 Topsoil shall be fertile, friable soil of a sandy-loam composition. Topsoil shall not contain any subsoil. Topsoil shall be free from plants, plant parts, Bermuda grass, Quack grass, Johnson grass, Nutsedge, poison ivy, Canada thistle, and other plant material. It shall not contain any slag, cinders, lumps, sticks, roots, trash, glass, rocks, gravel, stones, woodchips, sawdust, or any other extraneous material.

13.2.2 Borrow and stockpiled topsoil may be used and both must be in accordance with this specification.

13.2.3 All topsoil requires inspection prior to placement and approval by the County.

13.2.4 Topsoil shall:

13.4.1 Not contain any extraneous material in excess of 3/8" diameter. No more than 10% by weight, shall exceed a 4.75mm (No. 4) sieve maximum opening in any direction of any screen grid.

13.2.4.2 Have a minimum organic content by weight of not less than 2.5% in field areas and 1.5% in non-field areas.

13.2.4.3 Have a pH value of not less than 6.0 and not more than 7.5. pH of on-site topsoil may be adjusted through the application of appropriate materials to meet specified values.

13.2.4.4 Have soluble salts less than 500 parts per million.

13.3 Compost.

13.3.1 Compost shall be a manure-based turf enhancing organic such as Leaf-Gro by Maryland Environmental Services or a Project Manager-approved equal.

13.3.1.1 Materials: Compost soil amendment shall be a thoroughly-composted, stable, mature, weed-free blended organic product derived from primary organic matter sources including horse and dairy manure, wood shavings and sawdust livestock bedding, straw, hay and other agricultural components. Material shall contain no municipal solid waste, biosolids, or spent mushroom soil. The material shall contain no substances toxic to plants and be reasonably free (<1% by dry weight) of man-made foreign matter.

13.3.2 Guidelines for Organic Soil Amendment:

13.3.2.1 Appearance, size and odor.

13.3.2.1.1 Color: shall resemble dark topsoil (brown to very deep brown) and shall have a light, crumbly structure.

13.3.2.1.2 Particle size: The material shall be able to pass through a 3/8 inch or smaller screen.

13.3.2.1.3 Odor: Amendment shall have an "earthy" aroma, and should not emit peculiar or offensive odors.

13.3.3 Physical Properties:

13.3.3.1 Moisture content: 30% - 55%.

13.3.3.2 Organic matter: >40% (dry weight basis).

13.3.3.3 Ash content: <60%.

13.3.4 Chemical Properties:

13.3.4.1 C/N ration: <25 :1.

13.3.4.2 Nitrogen: 0.5% to 3.0%.

13.3.4.3 Phosphorus: >0.2%.

13.3.4.4 Potassium: >0.2%.

13.3.4.5 PH: 6.5 to 8.5.

13.3.4.6 Soluble salts: <4.0 dS (mmhos/cm) as measured in soil mix after amendment.

13.3.5 Soil amendment manufacturer/supplier shall:

13.3.5.1 Provide current product analysis test reports demonstrating conformity to physical and chemical parameters specified in sections 16.3.2 through 16.3.4 above.

13.3.5.2 Produce and supply product that is uniform and consistent from load to load and lot to lot.

13.3.6 Regional Supplier/Distributor Contact Information:

13.3.6.1 Harvest RGI LLC, dba Recycled Green Industries, 7800 Kabik Court, Woodbine, MD 21797.

13.4 Limestone.

13.4.1 Shall be ground agricultural limestone suitable for this type of work. Lime shall contain not less than 85% total carbonates and shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and 98% will pass through a 20-mesh sieve.

13.5 Gypsum.

13.5.1 Shall be ground agricultural gypsum suitable for this type of work.

13.6 Fertilizer.

13.6.1 Shall be commercial grade, standard analysis. It shall conform to all State and Federal regulations, and shall be fully labeled in accordance with Maryland's State Law.

13.6.1.1 Specific fertilizer analysis shall be determined by following a soil test report obtained by the Contractor prior to compost application.

13.6.1.2 A minimum 20% of nitrogen content by weight of fertilizer shall be slow release form (sulfur-coated urea or urea form).

13.7 Grass Seed.

13.7.1 Shall be fresh, clean, new crop seed. Seed lots shall be state certified and blended under the supervision of the Maryland Department of Agriculture, Turf and Seed section. All seed lots shall have been pre-tested by the Maryland Seed Laboratory to insure compliance with these specifications.

13.7.2 All seed used in the mix shall be a variety recommended in the latest edition of the "Agronomy Update" issued by the University of Maryland, Maryland Cooperative Extension, for use in Maryland. Tall Fescue shall be an improved turf-type variety.

13.7.2.1 K-31 is NOT acceptable.

13.7.2.2 Final mix to be submitted to PROJECT MANAGER or his designated representative for review and approval seven (7) days prior to ordering.

13.7.3 All seed and labeling shall fully comply with the Maryland Seed law and these specifications.

13.7.4 Seed shall be packed in 50-lbs. net weight, in new, clean, poly woven bags, tightly woven to prevent leaking and contamination. Each container shall have an accurate analysis tag, and a certification tag permanently affixed to it.

13.7.5 All seed shall be delivered within 48 hours after the seed is mixed and tagged.

13.7.6 Seed mixes shall be composed of the following varieties mixed in the proportion shown and tested to the following minimum percentages of purity and germination.

13.7.6.1 At least two (2) varieties of Fescue shall be used in the final mix

13.7.7 Recommended Percentages:

<u>SEED MIXTURE TO BE:</u>	<u>% BY WEIGHT</u>	<u>% PURITY</u>	<u>% GERMINATION</u>
Kentucky Bluegrass	10%	98%	85%
Turf-type Tall Fescue	90%	98%	90%

13.8 Sod.

13.8.1 The sod shall be grown on a soil that is compatible with the root zone mixture to be used on the playing field.

13.8.2 Sod shall be a turf-type tall fescue/bluegrass blend.

13.8.3 Sod shall be 12-15 months old at time of harvest and machine stripped to a uniform thickness of 3/4" soil below the thatch layer.

13.8.3.1 Thickness shall not vary more than 1/4 inch" from any place on the roll.

13.8.3.2 Thin sod areas shall be cut out and acceptably patched.

13.8.4 No more than 24 hours shall pass from harvest to installation.

13.8.5 Sod shall be free of objectionable grasses and broad leafed weeds.

13.8.6 Rolled sod shall be big roll cut in approximate widths of greater than or equal to 30 inches and minimum lengths of 50 feet.

13.9 Laser Grading Equipment.

13.9.1 The grading equipment for sports field areas shall consist of two (2) laser receivers mounted on the blade of a small road grader (less than 19,000 lbs.), or box blades pulled by turf tired tractors with entire unit weighing less than 8,000 lbs. with the following: Non-contact, automation control. The grader shall be equipped with dual laser pickup, dual laser grade range mode, and each laser pickup shall operate the one end of the blade elevation automatically once it is locked on the laser beam. The laser source shall be capable of accuracy to two (2) decimal places and shall be capable of operating either in the positive or negative angle configuration without physically moving the laser source head. Additionally and as may be warranted, radial lasers may be required to accomplish the grading plan on Baseball fields or those fields that have a "turtleback" type grading situation.

13.10 Other Equipment.

13.10.1 Contractor shall practice care when driving onto or over playing fields under construction or fields adjacent to the project. Large turf or low ground pressure tires shall be used.

13.11 Silt Fence.

13.11.1 In general, the scope of this section shall be to furnish all labor, materials, tools, equipment, services, fuel, lubricants, fluids, disposal charges, incidentals, and supervision for silt fencing services at various County field renovation projects within the boundaries of Baltimore County, Maryland on an as needed basis. The following services shall be provided by the Contractor during the term of this agreement:

13.11.2 Design Criteria:

13.11.2.1 Silt fence should be used with caution in areas of rocky soils that may prevent trenching.

13.11.2.2 Silt fence should be placed on or parallel to contours.

13.11.2.3 The length of silt fences must conform to the following:

13.11.3 Design Constraints:

<u>Slope Steepness</u>	(Maximum) <u>Slope Length</u>	(Maximum) <u>Silt Fence Length</u>
Flatter than 50:1 (2%)	Unlimited	Unlimited
50:1 to 10:1 (2- 10%)	125 feet	1,000 feet
10:1 to 5:1 (10- 20%)	100 feet	750 feet
5:1 to 3:1 (20- 35%)	60 feet	500 feet
3:1 to 2:1 (33- 50%)	40 feet	250 feet
> 2:1 (> 50%)	20 feet	125 feet

13.11.3.1 In areas of less than 2% slope and sandy soils (USDA general classification system, soil class A) maximum slope length and silt fence length will be unlimited. In these areas a silt fence may be the only perimeter control required.

13.11.3.2 Downslope from the silt fence should be undisturbed ground.

13.11.4 Construction Specifications:

13.11.4.1 Fence posts shall be a minimum of 36 inches long driven 16" minimum into ground. Wood posts shall be 1 1/2" x 1 1/2" (minimum) square cut, or 1 3/4" (minimum) diameter round and shall be of sound quality hardwood. Steel posts will be standard T or U section weighing not less than 1.00 pound per linear foot.

13.11.4.2 Geotextile shall be fastened securely to each fence post with wire ties or staples at top and mid-section and shall meet the following requirements for Geotextile Class F:

Tensile Strength	50 lbs/in (min.)	Test: MSMT 509
Tensile Modulus	20 lbs/in (min.)	Test: MSMT 509
Flow Rate	3 gal/ft2/minute (max.)	Test MSMT 322
Filtering Efficiency	75% (min.)	Test MSMT 322

13.11.4.3 Where ends of geotextile fabric come together, they shall be overlapped, folded and stapled to prevent sediment bypass.

- 13.11.4.4 Silt Fence shall be inspected after each rainfall event and maintained when bulges occur or when sediment accumulation reached 50% of the fabric height.

13.12 Super Silt Fence.

- 13.12.1 Scope of Services: The Contractor will furnish all materials, labor, equipment, tools, supervision, services, fuel, lubricants, fluids, disposal charges and incidentals for fencing installation services at various County owned and/or operated facilities within Baltimore County, Maryland, in accordance with this specification and scope of work, as noted in Detail 33, most current version or as amended by MDE, attached.
- 13.12.2 Items of work for super silt fence include but are not limited to fencing, chain link, filter cloth, and 2-1/2" diameter galvanized or aluminum fence posts, including labor, supervision, equipment, parts, tools, disposal fees and all items of cost needed to furnish and install the super silt fencing; paid per linear foot.
- 13.12.3 Furnish and install Super Silt fencing in response to requests from the Project Manager or his designated representative.
- 13.12.4 The work to be done under this contract includes but is not limited to: the providing of all labor, materials, supervision, equipment, tools, services, fuel, lubricants, fluids, disposal charges, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.
- 13.12.5 The attached copy of Detail 33 is for information purposes only. The Contractor is responsible for determining and following all current USDA and MDE requirements.

14. EXECUTION.

14.1 Topsoiling.

- 14.1.1 Topsoil: The suitability of material (on-site material or off-site borrow) shall be determined by the County, based on topsoil test reports provided to the County by the County's testing contractor. The Contractor shall obtain approval of on-site and borrow topsoil and additives by the County prior to delivery or use. No spreading of topsoil shall occur when the soil is in a muddy or frozen condition.
 - 14.1.1.1 Screening: The top four (4) inches of topsoil on playing fields (including safety zones) shall be screened prior to placement to remove all sticks, stones, and other foreign matter over 3/8 inch in diameter. The top four (4) inches of topsoil in non-playing field areas shall be cleaned to remove sticks, stones and other foreign material over 3/8 inch diameter. Additional depth of topsoil used to meet specified grades beyond four (4) inches compacted depth shall comply with rock removal standards for subgrade.
 - 14.1.1.2 Placement: Spread topsoil over all finished and approved subgrade or graded areas within the limits of work not designated for pavement, to a depth of four (4) inches after compaction leaving the sub-base graded to specification. Spread uniformly, without ridges, mounds,

gullies or depressions, then add compost and/or lime or gypsum. Till material five (5) inches deep to incorporate the topsoil into the top layer of sub-base. The tilled material can then be screened to remove oversized objects and further blend the root zone. The final finish grade of the topsoil shall take into consideration the addition of compost and soil amendments to be added to the topsoil layer.

14.2 Compost and Soil Amendments.

14.2.1 Compost: Shall be incorporated into all proposed sports-field areas after the finished grade has been approved. A uniform one (1) inch thick layer of compost shall be spread on the finished grade of the entire field, including safety zones with a top dressing machine. Then thoroughly incorporated into the top four (4) inches of topsoil to provide a uniform, homogenous mixture. The contractor shall notify the County for verification of proper compost depth prior to this work.

14.2.1.1 Contractor shall have the option of blending the topsoil and the compost/organic amendment prior to placement onto the field. The method shall be presented to the County and approved prior to proceeding with this scenario.

14.2.1.2 Contractor shall take care to maintain the finish slope and elevations of the field as verified in the topsoil application portion of the work.

14.2.1.3 Topdressing for Enhancement of Existing Turf.

14.2.1.3.1 Rate of application: As determined by Project Manager or designated representative, either 1/4 or 1/8 inch application;

14.2.1.3.2 Method of application: Compost shall be applied uniformly and consistently at rate specified or approved by using pull-behind topdress spreader unit, modified fertilizer spreader, pneumatic blower equipment, or other appropriate equipment.

14.2.1.3.3 Incorporation: Existing turf shall be core aerated a maximum of two passes immediately prior to or immediately following topdressing application.

14.2.1.3.3.1 Aeration procedure shall be approved by the County prior to this installation. If aeration is deemed to be undesirable at that time, the topdressing shall be applied directly to the top of the existing grass area with a topdresser and broomed into the grass surface.

14.3.1.3.3.2 After aeration, compost shall be incorporated into existing soil by mechanical dragging (mat dragging) to effectively break up cores, thoroughly incorporate the turf enhancing organic topdressing with the soil from cores, and

work the mixture into voids left from core aeration. This process shall be performed during cool and moist seasons when turfgrass is actively growing, or shall otherwise be supplemented with adequate irrigation.

14.3.1.3.4 Overseeding: Compost topdressing application may be combined with over seeding or slit seeding as directed by Project Manager or his designated representative.

14.3.2 Lime or Gypsum: Add lime or gypsum in accordance with the results of the soil test and the County's direction. Lime or gypsum shall be applied separately and prior to the application of fertilizer or seed, and only on seedbeds which have been previously prepared. Lime or gypsum shall be incorporated within 24 hours following application. Rototill to mix thoroughly into compost and topsoil.

14.3.3 Fertilizer: Add fertilizer in accordance with the results of the soil test and the County's directions. Thoroughly incorporate into the top four (4) inches of topsoil to provide a uniform, homogenous mixture.

14.3.3.1 Fertility: A complete fertility program shall be implemented. The approved lab shall make recommendations based from initial topsoil material testing. The Contractor and the County shall review the recommendations. Contractor shall submit a fertility plan. This program shall be approved prior to the placement of the sod and based on the environmental conditions of the time of planting, soil fertility testing results of the rootzone mix, and condition of the sod being prepared for harvest for delivery to the site.

14.3.3.1.1 Pre-seed/sod Fertility Application: The fertility program shall include an application to the topsoil material mix prior to seeding/sodding. Micro-nutrients shall also be included in this application.

14.3.3.1.2 Post-Seeding Fertilizing: The Contractor shall provide post-seeding fertilization as recommended by the County's testing Contractor. These applications shall be made through Final Acceptance of the field.

14.4 Seeding.

14.4.1 Seedbed shall be in a good, friable condition and shall not be muddy or hard. If it has become hard, it shall be tilled to friable condition and re-inspected.

14.4.2 Rate: The minimum application rate for playing field areas shall be eight (8) pounds per 1000 SF and six (6) pounds per 1000 SF on-playing field areas as designated on the plans (including safety zones) unless otherwise directed by Project Manager or his designated representative.

14.4.3 Seeding Season:

14.4.3.1 Spring (March 1 to May 15);

14.4.3.2 Fall (August 15 to October 20). Seeding may occur out of season with the approval of Project Manager or his designated representative. Turf covers shall be provided and applied for cool weather seeding. Covers will become the property of Baltimore County.

14.5 Seed shall be sown within the above timeframes, as soon as the soil is dry enough to allow proper penetration of the seedbed. Seeding shall not be performed when winds exceed 5 mph or when the ground is wet or otherwise unworkable.

14.5.1 Seeding method:

14.5.1.1 Field seeding shall be drilled or slit seeded in two opposite directions unless otherwise directed by County, to establish a smooth, uniform turf composed of approved grasses. Water with a fine spray.

14.5.1.2 Existing grass areas immediately abutting newly seeded areas shall be seeded at half the prescribed rate previously described to "blend" varieties at this edge.

14.5.1.3 Upon County approval, non-playing field areas may be hydroseeded. Each tank of hydroseeding slurry shall include the fertilizer and seed, as specified, and a maximum of one bale of green dyed fiber mulch combined with 1200 gallons of water. The slurry shall not be prepared more than two (2) hours prior to commencement of hydroseeding work. Hydroseeders shall be equipped with an agitation system capable of keeping all the solids in a state of suspension.

14.5.1.4 Watering: Seeded areas shall be thoroughly watered shortly after completion of seeding to initiate germination.

14.6 Sodding.

14.6.1 Sod shall be harvested in a uniform manner and placed within 24 hours of harvest.

14.6.2 Lay sod to form a solid mass with tightly fitted joints; do not overlap. Wherever a break in the big roll occurs, overlap all ends and trim to tightly fitted joint, removing the excess. Stagger strips to offset joints in adjacent courses. Tamp or roll lightly to ensure contact with soil mixture. Use of plastic mesh shall not be permitted. Contractor shall not rut or damage big roll sod with tires or tracks from the sod machine.

14.6.3 Patching: All patches necessary to fill in undesirable areas shall be a minimum of twelve (12) inches in length and the width shall match that of the roll. Patches shall be of the same source and type as the original installation and shall be installed at specified finish grade and watered thoroughly.

14.6.4 The sod shall be rolled, upon completing of installation, with a roller that has a minimum weight of 100 lb/foot and shall have a minimum width of ten (10) feet and a maximum two (2) ton rollers.

14.6.5 Watering: General: Begin watering sod as each section is completed. Water to a depth of four (4) inches below the new sod pad in accordance with DPW Standard Specification 708.03.06. After a short drying period, roll the sod area in two directions to ensure contact with soil mixture and to smooth the area. Water sod

areas, as required, through Substantial Completion and until County takes possession.

15. COMPLETION AND ACCEPTANCE.

15.1 Precautions and Clean-Up.

During course of planting, excess waste materials shall be continuously and promptly removed, turf areas kept clear and all reasonable precautions taken to avoid damage to existing structures, plants and turf. Turf areas that have been damaged by the work shall be regarded and sod the entire area with matching turf types, when completed, shall be neat and clean to the satisfaction of the PROJECT MANAGER, or his authorized representative.

15.2 Acceptance of Turf.

The Project Manager or his authorized representative will inspect the sod/seed at the end of each day. Unacceptable sod/seed will be removed and replaced the following workday. Daily approval does not guarantee final acceptance. Final acceptance will follow Owner's representative's final approval of the punch list and the following criteria:

15.2.1 Sod/seed has rooted into the topsoil to a depth of 2 to 3 inches.

15.2.2 The turfgrass lawn surface has a smooth appearance.

15.2.3 Sod/seed is free of dead or bare spots in excess of 12 square inches.

15.3 Acceptance of Plants.

15.3.1 Final acceptance of the work under this section will be given when all planting operations are complete and material and installation conforms to the contract requirements.

15.3.2 When the work under this section is complete, the Contractor shall notify the Project Manager or his authorized representative and request an inspection of final acceptance. Upon completion of this inspection and correction of any discrepancies discovered, including missing plants and replacement of dead and dying plants as determined by the BCPM, or the authorized representative. The work under this section will not be accepted in parts.

15.4 Guarantee Period And Replacements- Guarantee all plants for one year and to fully leaf-out the first spring following final acceptance of the work.

15.4.1 At the end of the Guarantee Period, the Contractor shall notify the Project Manager or his authorized representative request and End-of-Guarantee-Period inspection. Approval of all plants and required replacements shall designate completion of the work under this section. At that time, remove stakes and guy wires.

15.4.2 Replace any plant that dies or partially dies to the point that the main leader has died back of there is a 25 percent or more of the crown dead, as determined by the Project Manager or his authorized representative.

15.4.3 Replacements shall be plants of the same size and species, planted within reasonable time following removal of the dead or dying plant, if seasonal conditions permit, or during the next planting season.

15.4.4 The Contractor will be liable for any damage to structures, utilities, or surfaces resulting from replacement operations.

15.5 Maintenance.

15.5.1 The Contractor shall maintain all materials beginning immediately after the work is started and continuing until final acceptance. The Contractor shall visit the site frequently to satisfy himself that satisfactory maintenance is being performed, including water. Any deficiency shall be noted in writing by Contractor and brought to the attention of the Project Manager or his authorized representative.

15.5.2 Watering: Maintenance shall include a thorough initial watering with hand watering of trees and shrubs and as required thereafter when soil moisture is below optimum level for establishment and growth, and all other watering that is necessary for the proper growth of all plant materials.

15.5.3 Resetting Plants, Stakes, Guys, Saucers: Settled plants shall be reset to proper grade and positions, dead materials removed, and guys tightened or repaired within a reasonable time. Correct any displaced mulch. Repair or replace accessories as required.

15.5.4 Pruning: Pruning will include only work that is necessary to maintain the plants in their normal growth pattern.

15.5.5 Replacing Dead and Dying Plants: Plants that are dead or dying shall be replaced within reasonable time, if seasonal conditions permit. Dead Plants shall be removed from the premises within 30 days of their decline of or notification by Owner's representative.

15.5.6 Pest and Disease Control: Weeding shall be scheduled as necessary to keep all mulched areas weed grass free. All mulched areas around trees and shrubs and in beds shall be weed and grass free for final acceptance.

15.5.7 Control insects and disease.

15.5.8 Remedy damage from use of pesticides and herbicides.

15.6 Maintenance Equipment and Material Stockpile.

15.6.1 Stockpile the following additional materials for County's future use at an on-site location to be determined.

15.6.2 Arrangements to be made for the County to purchase additional quantities of the infill mixture for addition to the field if and when the need arise.

15.6.3 The Artificial Turf Provider will provide the following additional material:

15.6.3.1 Twenty five (25) linear feet of one (1) normal roll width to the County surplus carpet for repairs caused by vandalism or acts not covered by the warranty.

15.6.3.2 Three (3)-30 gallon containers of resilient infill materials.

15.7 Record Drawings.

Maintain progress drawings on the construction site at all times during installation of the artificial field system. Make a daily record of all work installed each day until completion of the work.

15.8 Owner's Instructions.

15.8.1 The Artificial Turf Provider shall instruct the County's maintenance staff on the care and maintenance of the artificial turf surface.

15.8.2 Notify Project Manager or his authorized representative when instructions are to be given.

15.8.3 Provide five (5) complete maintenance manuals to be given to the Project Manager or his authorized representative.

15.8.4 Furnish five (5) copies of manufacturer's literature, samples, certifications, or laboratory analytical data for all items submitted as a part of this specification.

15.9 Project Closeout.

15.9.1 Remove all debris, excess materials etc. from site and leave work in clean, orderly condition acceptable to the Project Manager or his authorized representative.

15.9.2 Provide all submittals, quality assurance tests, manuals, equipment and warranties.

15.9.3 One Year Inspection: The Project Manager or his authorized representative, shall perform a conformance survey on a 20-foot grid over the finish surface of the entire playing field using a dial gauge. After review, the survey will be returned to Artificial Turf Installer with areas out of tolerance noted for correction. Artificial Turf Installer shall be required to correct areas out of tolerance and certify that corrections have been made. The Artificial Turf provider shall conduct an ASTM-F355/F1936 impact test using an independent lab and provide the results to the BCPM, or the authorized representative.

16. GENERAL PROJECT REQUIREMENTS.

16.1 Prior to order of materials, the contractor shall submit the following:

16.1.1 Sample warranty.

16.1.2 Seam layout of the field and striping plans.

16.1.3 Details on construction, especially any details that may deviate from plans and specifications.

16.2 Prior to the beginning of installation, the manufacturer / installer of the artificial turf shall inspect the sub-base and supply a Certificate of Sub-Base Acceptance for the purpose of obtaining manufacturer's warranty for the finished artificial playing surface.

16.3 Work to include:

- 16.3.1 Assess and determine existing site conditions and member's expectations for the project.
- 16.3.2 Saw cutting inside and outside edges of track for field event and artificial turf field installation. Saw cutting removal and patching for cuts across the track asphalt paving track edge.
- 16.3.3 Develop a proposed solution to conform to and meet the member's expectations while considering and ensuring the following:
 - 16.3.3.1 The solution proposed is adequate and functional within the existing site conditions and will comply with all codes.
 - 16.3.3.2 Provide labor, materials, equipment and supervision necessary to complete installation of artificial turf, including the following:
 - 16.3.3.2.1 Site inspection and investigation.
 - 16.3.3.2.2 Site preparation and sub base.
 - 16.3.3.2.3 Inspection and approval of sub base.
 - 16.3.3.2.4 Installation of proposed artificial turf system with accessories, striping, and equipment.
- 16.3.4 Construction and installation services to prepare and install proposed artificial turf system on the designated site in accordance with the shop drawings, stripping plan and manufacturer's instructions and specifications.
- 16.4 Quality Assurance.
 - 16.4.1 Manufacturer – All product materials are required to be tested by a certified independent laboratory by the Synthetic Turf Council.
 - 16.4.2 Engineering Qualifications – If the need arises, the contractor must have the ability to bring in a professional engineer to review and certify that the proposed site, site conditions, and artificial turf system being supplied and installed meets or exceeds the design criteria of the specification, and the site condition exceeds the minimum requirements of the system's design performance standards set by the manufacturer.
- 16.5 Project Submittals.
 - 16.5.1 Shop Drawings – Show all site preparation, materials, supplies and fixtures to be furnished even if provided by others.
 - 16.5.2 Samples – Samples of materials and colors as requested by the owner or owner's architect.
 - 16.5.3 Detail information on all items and work to be provided by and/or performed by the member and stipulate minimum requirements.
 - 16.5.4 Maintenance Instructions – Instructions on how to inspect and maintain turf system on an ongoing basis to obtain maximum performance.

16.5.5 Warranty – Written warranty to the member upon completion.

16.6 The contractor will supply all labor, material and equipment to perform the following for the installation.

16.6.1 Furnish and install construction entrance and haul road.

16.6.2 Furnish and install silt fence in accordance to the sediment control plans.

16.6.3 Strip existing topsoil and dispose of on site.

16.6.4 Remove all unsuitable soils, concrete and asphalt and dispose of them off-site to a proper disposal location.

16.6.5 Grade, sub grade to proper elevation and install filter cloth.

16.6.6 Furnish and install drain system, which will be tied into existing storm drain system or day lighted.

16.6.7 Furnish and install base layer of stone and laser grade.

16.6.8 Furnish and install finish layer of stone and laser grade.

16.6.9 Clean up and restore disturbed area. All areas disturbed must be seeded and mulched.

16.6.10 Repair all existing drive aisles, parking areas, macadam walks and timber barricades damaged as a result of construction of the project.

16.6.11 The contractor will be required to attach the artificial turf to a treated wood or plastic board nailer that is attached to the concrete border or to a concrete notch in the border.

17. SUBMITTAL SAMPLES.

17.1 The Contractor must submit one sample, nominally 6x6 inches, illustrating details of the finished product.

17.2 The Contractor must submit one sample, nominally 6x6 inches, of just the artificial turf with backing with no infill.

17.3 The Contractor must submit a ¼ cup sample of the washed graded silica sand infill only.

17.4 The Contractor must submit a ¼ cup sample of the cryogenic SBR rubber infill only.

17.5 The Contractor must submit a letter and specification sheet certifying that the products of this section meet or exceed specified requirements and that the turf installation firm is a qualified and certified applicator of turf system being proposed.

17.6 The Turf Contractor and the turf Manufacturer (if different from the company) shall provide a sample copy of insured, non-prorated warranty and pre-paid, non-cancelable warranty insurance policy or Warranty Bond.

- 17.7 The Contractor shall submit certified copies of independent (third-party) laboratory reports by the Synthetic Turf Council on ASTM tests as follows:
 - 17.7.1 Pile Height, Face Width & Total Fabric Weight, ASTM D418 or D5848.
 - 17.7.2 Primary & Secondary Backing Weights, ASTM D418 or D5848.
 - 17.7.3 Tuft Bind, ASTM D1335.
 - 17.7.4 Grab Tear Strength, ASTM D1682 or D5034.
 - 17.7.5 Pill Burn Test ASTM D2859.
 - 17.7.6 Critical Radiant Flux ASTM E 648.
 - 17.7.7 Manufacturer's glue rate for the installation of the inlays.
- 17.8 The Contractor must submit Field Groomer specifications.
- 17.9 Contractor must submit a **construction schedule** for the jobs.
- 17.10 Contractor must submit a delivery time schedule for the Infill material and the turf.
- 17.11 Contractor must submit a field layout for both sites showing all markings and dimensions.

18. REFERENCES.

- 18.1 FM P7825 - Approval Guide; Factory Mutual Research Corporation; current edition.
- 18.2 ASTM Standard Test Methods.
- 18.3 D1577 - Standard Test Method for Linear Density of Textile Fiber.
- 18.4 D5848 - Standard Test Method for Mass Per Unit Area of Pile Yarn Floor Covering.
- 18.5 D418 - Standard Test Method for Testing Pile Yarn Floor Covering Construction.
- 18.6 D1338 - Standard Test Method for Tuft Bind of Pile Yarn Floor Coverings.
- 18.7 D1682 - Standard Method of Test for Breaking Load and Elongation of Textile Fabrics.
- 18.8 D5034 - Standard Test Method of Breaking Strength and Elongation of Textile Fabrics (GrabTest).
- 18.9 F1015 - Standard Test Method for Relative Abrasiveness of Artificial Turf Playing Surfaces.
- 18.10 D4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
- 18.11 D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials.
- 18.12 E-648 - Flooring Critical Radiant Panel Test (Flame Spread).

- 18.13 F355 - Standard Test Method for Shock-Absorbing Properties of Playing Surfaces.
- 18.14 F1936 - Standard Test Method for Shock-Absorbing Properties of North American Football Field Playing Systems as Measured in the Field.
- 18.15 D1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
- 18.16 2001 NCAA Football Rules and Interpretations and/National Federation Rules.

19. ORDERING OF MATERIALS.

- 19.1 Prior to ordering of materials, the Contractor shall submit Shop Drawings to the County for approval showing the following:
 - 19.1.1 Field Layout & Dimensions.
 - 19.1.2 Supply and install tufted or inlaid game lines for Football, Soccer and Lacrosse. (Football every 5 yards only, no hash marks, Soccer 65 yard wide and 120 yard long).
 - 19.1.3 Field marking plan (see section 31 partial field marking) and details for the specified sports listed above.
 - 19.1.4 Roll/Seaming Layout.
 - 19.1.5 Methods of attachment, field openings and perimeter conditions.

20. FINAL ACCEPTANCE.

- 20.1 Prior to Final Acceptance, the Contractor shall submit to the County:
 - 20.1.1 Four (4) copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventative maintenance of the artificial turf system, including painting and permanent markings.
 - 20.1.2 Project Record Documents: Record actual locations of seams, or other pertinent information.
 - 20.1.3 Warranty: Submit Manufacturer Warranty and ensure that forms have been completed in County's name and registered with Manufacturer.
 - 20.1.4 The Manufacturer shall have a representative on-site to certify the entire installation and Warranty compliance on the turf. This certification must be provided to the BCPM, or the authorized representative in writing.

21. INSTALLER QUALIFICATIONS.

- 21.1 The Turf Installation Contractor must provide competent workmen skilled in this specific type of artificial grass installation.

- 21.2 The designated Supervisory Personnel on the project must be certified, in writing, by the Turf Manufacturer, as competent in the installation of this material, including sewing seams and proper installation of the infill mixture.
- 21.3 Prior to the beginning of installation, the Installer/Manufacturer of the artificial turf shall inspect the sub-base and **accept in writing** the sub-base surface planarity (tolerance to grade). This acceptance shall be certified for the purpose of obtaining manufacturer's warranty for the finished artificial playing surface.
- 21.4 The Turf Installation Contractor shall provide the necessary testing data to the owner that the finished field meets the required shock attenuation as per ASTM F1936, under 200 GMAX and HIC (Head Injury Criterion) with scores of 115-125 GMAX and 800-900 HIC results at the time of field installation and <180 GMAX and <1000 HIC scores over the life of the field.

22. DELIVERY, STORAGE, AND PROTECTION.

- 22.1 Deliver products to project site in wrapped condition.
- 22.2 Store products under cover and elevated above grade.

23. MAINTENANCE SERVICE.

- 23.1 The Turf Contractor will train the County's facility maintenance staff in the proper maintenance of the turf and use of the turf Manufacturer's recommended groomer. The Turf Contractor/Manufacturer shall supply the recommended groomers as part of the Contract.

24. MATERIALS: TURF.

- 24.1 The component materials of the artificial grass field turf system consist of:
 - 24.1.1 Carpet made of slit-film polyethylene fibers tufted into a fibrous, non-perforated, porous backing.
 - 24.1.2 An infill that is controlled material that partially covers the carpet. This material can be:
 - 24.1.2.1 A layered mixture of washed graded silica or sub angular sand and cryogenically ground SBR rubber that has been manufactured specifically for artificial turf field infill.
 - 24.1.3 Glue, thread, paint, seaming fabric and materials used to install/mark the artificial grass.
- 24.2 The installed Slit-Film pile yarn shall be a proven athletic- caliber yarn designed specifically for indoor/outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants. The Polyethylene primary pile fiber shall have the following properties:

STANDARD**PROPERTY****SPECIFICATION**

Fiber type	True UV – resistant slit-film hybrid Polyethylene, XT-65 or approved equivalent.	
ASTM D1577	Fiber Denier	11000-12500 nominal
ASTM D418/D5848	Pile Height	Minimum 2 ½” nominal
ASTM D418/D5848	Pile Weight	Minimum 33 oz./sq. yd.
ASTM D1335	Tuft Bind	Min. 10 lbs. (with infill)
ASTM D1682/D5034	Grab Tear (width)	>200 lbs force
ASTM D1682/D5034	Grab Tear (length)	>250 lbs force
ASTM F1015	Relative Abrasiveness Index	<25
ASTM D4491	Carpet Permeability	>40 inches/hour
ASTM D2859	Flammability (Pill Burn)	Pass
ASTM E648	Critical Radiant Flux (FlameSpread)	.2 g/sq. cm. (Class B Rating)
ASTM F355/F1936	Impact Attenuation, Gmax	115-125 at installation and <175 over field life

- 24.3 The carpet shall consist of slit-film fibers tufted into a primary backing with a secondary coating.
- 24.3.1 The carpet shall be furnished in 15' wide rolls. Rolls shall be long enough to go from sideline to sideline without splicing. The perimeter white line shall be tufted into the individual sideline rolls. Head seams, other than at sidelines, will not be acceptable.
- 24.3.2 The carpet's primary backing shall be a double-layered polypropylene fabric treated with UV inhibitors. The secondary coating shall consist of an application of pours, heat-activated urethane to permanently lock the fiber tufts in place. Drainage shall be accomplished by means of uncoated fabric valleys between the coated fiber stitches or perforated (i.e. with punched, drilled or burned holes) backed carpet.
- 24.3.3 The fiber shall be low friction, and UV-resistant fiber measuring not less than 2 ½ inch fiber and/or shock pad enhancements will not be accepted as equivalent. The fibers shall be fanned/unfolded prior to installation; rolled/spiraled fibers are not acceptable.
- 24.4 The infill materials shall be approved by the manufacturer. Metal pieces, cord, glass and other debris shall not be allowed to contaminate the fill.
- 24.5 Non-tufted or inlaid lines and markings shall be painted with paint approved by the artificial turf Manufacturer.
- 24.6 Thread for sewing seams of turf shall be as recommended by the artificial Turf Manufacturer.
- 24.7 All components and their installation method shall be designed and manufactured per the specification's usage on indoor/outdoor athletic fields. The materials as specified must be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of

flow through-drainage allowing free movement of surface run-off through the turf fabric where such water may flow to the existing sub-base and into the field drainage system.

- 24.8 Glue and seaming fabric for inlaying lines and marking shall be as recommended by the artificial turf manufacturer. All turf roll seams must be sewn or glued as required by the turf manufacturer.
- 24.9 The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer (men's and women's), lacrosse (men's and women's), field hockey, intramurals and recreational use.

25. GENERAL.

- 25.1 The installation shall be performed in full compliance with approved Shop Drawings.
- 25.2 Only trained technicians, skilled in the installation of athletic caliber artificial turf systems working under the direct supervision of the approved installer supervisors, shall undertake any cutting, sewing, gluing, shearing, top-dressing or brushing operations.
- 25.3 The designated Supervisory personnel on the project must be certified in writing by the turf Manufacturer as competent in the installation of this material, including sewing seams and proper installation of the Infill mixture.
- 25.4 All designs, markings, layouts, and materials shall conform to all currently applicable National Collegiate Athletic Association rules and other standards or National Federation of High Schools standards that may apply to this type of artificial grass installation.

26. INSTALLATION - GENERAL.

- 26.1 Install in accordance with Manufacturer's instructions. The Turf Contractor shall strictly adhere to the installation procedures outlined under this section. Any variance from these requirements must be accepted in writing, by the Manufacturer's on-site representative, and submitted to the County, verifying that the changes do not in any way affect the warranty. Infill materials shall be approved by the Manufacturer and installed in accordance with the Manufacturer's standard procedures.
 - 26.1.1 All topsoil, organic, and non-compacting materials must be removed.
 - 26.1.2 The soil bed must have a minimum slope of 0.75% or more, depending on the soil analysis, from the longitudinal center of the field towards the sidelines.
 - 26.1.3 The soil bed must be compacted in both directions to attain the specified compaction rate, which is generally 95% standard, Proctor. If soil is wet the contractor must scarify soil for the soil to dry to meet the proper moisture content and compaction. Testing will be done by the County or their representative.
 - 26.1.4 The soil bed must be prepared to tolerances of not more than 1/2" from design grade to allow for even drainage.
 - 26.1.5 After sub-base has been properly graded, contoured and sloped as required, it shall be compacted using ten (10) ton vibrating roller, as close as possible to 95%

Proctor density. The appropriate grade carries water away from the field and other critical areas while blending the field into it surrounding.

26.1.6 A suitable geo-textile fabric is required to cover the soil bed. The fabric shall be a material suitable for the application, a porous non-woven polypropylene stabilization fabric (Amoco 4545, or equal). Place over the base aggregate overlapping the seams properly. Depending on the result of the soil analysis, a moisture barrier may be substituted for the permeable geo-textile liner. If a moisture barrier is to be installed, it shall be a minimum 20 mil thick.

27. INSTALLATION OF PERIMETER COLLECTORS.

- ASTM Test Method D2487.
 - ASTM Test Method C566.
 - ASTM Test Method D2434 or D3385.
 - ASTM Test Method D422.
 - ASTM Test Method D2166.
 - ASTM Test Method D698.
- 27.1 Excavate perimeter drainage collector trenches per plan. The trenches should be constructed with a minimum 0.5% slope commencing at the low point of the collection system and extending to the high points. Collection trenches should be void of all debris.
- 27.2 The trenches shall be backfilled using premium materials and compacted by hand tamping (or equivalent machinery) to a minimum 95% of the maximum density.
- 27.3 The fabric should be placed in the perimeter trench first. The fabric should be separate from the fabric on the field. Overlap field and trench liners at least 18" in the direction of runoff flow.
- 27.4 Overlap all seams a minimum of eight inches. When overlapping fabric, lap in direction the runoff flows.
- 27.5 Weight down the fabric with ballast to prevent fabric movement by wind.
- 27.6 Perimeter Collector Pipe: Place corrugated, perforated plastic pipes (See plan for size) in the collector trenches. The centerline of the pipe shall coincide with the centerline of the trench. The pipe shall be capable of withstanding the anticipated loading without deformation. Each header should be designed to handle the maximum runoff related to rainfall in that particular locale. Collector headers must be drained to an acceptable, efficient storm sewer, or approved discharge outlet. Pre-manufactured fittings shall be used for all connections into the collector drainage network.
- 27.7 A minimum of 2" clean, drainable crushed stone aggregate shall be placed in the bottom of the collector trenches, on top of the geotextile. The crushed aggregate must be compacted suitably.
- 27.8 Place a minimum of clean, crushed aggregate on the sides of the underdrain pipes and headers, and aggregate on top of the pipe network (see plan for details). Compact suitably.

28. INSTALLATION OF THE UNDER-DRAIN SYSTEM.

28.1 The turf contractor must furnish and install the base stones and finishing stone for the base construction as recommended by the turf manufacturer. The turf manufacturer must specify the stone gradation and sieve analysis for the base construction of their turf system. The County has been using as specified by our Civil Design firms a stone base installed as follows: 6" of #57 stone followed by 1" of #8 stone and 1" of finish stone to cap. Total depth of 8" of stone.

29. INSTALLATION – INDOOR FIELDS.

29.1 Install in accordance with Manufacturer's instructions and follow guideline standards in Sports Fields: A Construction & Maintenance Manual (Third Edition) supplied by American Sports Builders Association (ASBA). The Turf Contractor shall strictly adhere to the installation procedures outlined under this section. Any variance from these requirements must be accepted in writing, by the Manufacturer's on-site representative, and submitted to the County, verifying that the changes do not in any way affect the warranty. Infill materials shall be approved by the Manufacturer and installed in accordance with the Manufacturer's standard procedures.

29.1.1 Removal and disposal of all existing material not being used for new installation.

29.1.2 Examine and prepare base for acceptable foundation. Including moisture barrier paint, if required.

29.1.3 Turf material must include the following features or features similarly compatible, meeting GMAX and HIC testing requirements.

29.1.5 Installation of field markings, design, and logos.

29.1.6 Quality control compaction testing should be performed on each lift at a pre-determined frequency to assure uniform density.

29.1.7 Netting installation will be performed separately.

29.1.8 Installation of Indoor walls will be performed separately.

30. EXAMINATION OF THE BASE BY THE TURF INSTALLATION CONTRACTOR.

30.1 Verify that all sub-base, drainage and leveling is complete prior to installation and that the sub-base meets all tolerance-to-grade requirements.

30.2 The surface to receive the artificial turf shall be inspected by the Installer and Manufacturer, and prior to the beginning of installation, the **Installer and Manufacturer must accept in writing the sub-base surface compaction, planarity and permeability are in compliance with the artificial turf manufacturer's specifications.** The surface must be perfectly clean as installation commences and shall be maintained in that condition throughout the process.

30.3 Confirm the compaction of the aggregate base.

30.4 Confirm by on-site inspection and testing that the sub-base is acceptably permeable.

30.5 The compaction of the aggregate base shall be 95%, according to the Modified Proctor procedure (ASTM D1557), and the surface tolerance shall not exceed 0-1/4 inch over 10 feet and 0-1/2" from design grade. The site contractor shall furnish evidence of same for the field prior to commencement of the turf installation.

31. INSTALLATION OF THE ARTIFICIAL TURF FABRIC.

31.1 The installer shall thoroughly inspect all materials delivered to the site, both for quality and quantity, to insure that the entire installation shall have sufficient materials to maintain the schedule and proper mixing ratios.

31.2 The carpet rolls are to be installed directly over the properly prepared aggregate base. Extreme care should be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity. It is suggested that a 2-5 ton static roller is on site and available to repair and properly compact any disturbed areas of the aggregate base.

31.3 The full width rolls shall be laid out across the field. Turf shall be of sufficient length to permit full cross-field installation from sideline to sideline. No head or cross seams will be allowed in the main playing area between the sidelines. Utilizing standard state of the art sewing procedures each roll shall be attached to the next. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing artificial turf.

31.4 The artificial turf rolls, inlays and end panels shall be either sewn or glued during installation as required by the turf manufacturer. Gluing may also be used to repair problem areas, corner completions and to cut in any logos or inlaid lines. High grade adhesive and seaming tape shall be used as required by the turf manufacturer

31.5 Infill materials shall be applied in numerous thin lifts using special broadcasting equipment. The turf shall be raked and brushed as the mixture is applied. The infill material shall be installed to a depth determined by the manufacturer. The infill materials can only be applied when the turf fabric is bone dry.

31.6 The Infill materials shall be installed to fill the voids between the fibers and allow the fibers to remain vertical and non-directional. The infill shall be installed to the depth required by the turf manufacturer. The Infill shall be placed so that there is a void at the top of the fibers after compaction. Extra Infill is allowed to be added to allow for compaction.

31.7 Synthetic Turf infill samples must be comparable to ECO- Grind/Nike Grind approved cryogenic SBR rubber infill (See 17.4 Submittal Samples), ECO Grind Material Specification Chart below:

Test Method	Property	Unit	Range
ASTM D792	Specific Gravity	-	1.0 – 1.25
ISO 2031	Bulk Density	kg/l	0.35 – 0.55
ISO 2030	Size Analysis by Mechanical Sieving	%	<i>see table</i>

	<i>(mesh)</i>	<i>(mm)</i>	<i>% retention</i>
	8	2.36	0 – 20
	10	2	0 – 40
	12	1.7	0 – 50
	14	1.4	0 – 50
	16	1.18	0 – 60
	18	1	0 – 30
	20	0.85	0 – 30
	25	0.71	0 – 10
	30	0.6	0 – 5
	40	0.42	0 – 1

31.8 Prior to the application of any line painting the turf shall be fibrillated by means of a nylon rotary brush to provide the look, feel, and safety of optimally maintained natural grass, including subtle undulations normally associated with natural grass athletic fields.

31.9 All seams shall be flat, tight and permanent with no separation or fraying.

31.10 Artificial turf shall be attached to the concrete curb perimeter edge (installed by the base contractor) in accordance with the turf manufacturer's requirements. The concrete curb shall have an expansion joint with expansion materials every 50 linear feet.

31.11 All lines that are tufted or inlaid must be straight.

32. **PARTIAL FIELD MARKINGS.**

32.1 Standards.

32.1.1 The fields will have the following lines tufted or inlaid according to NCAA or National Federation standards, plus pertinent FIFA recommended or NCAA standard Soccer lines:

32.1.1.1 **Football:** The fields will have the following markings Tufted in a manner recommended by the Manufacturer of the turf. All lines shall be permanent. Color shall be white

- Side lines
- End lines
- 5-yd lines
- 1-yard hash marks
- Goal lines
- Colors will vary on each field

- 32.1.1.2 **Football:** The fields will have the following markings **In-Laid** in a manner recommended by the Manufacturer of the turf. The procedure shall not include cutting the backing of the existing turf field. All lines shall be permanent. Color shall be white unless otherwise directed: Extra point lines.
- 32.1.1.3 **Soccer:** The fields will have the following markings **Tufted** in a manner recommended by the Manufacturer of the turf. The playing lines will be 65 yards wide by 120 yards long. Color shall be yellow unless otherwise directed. All perimeter lines.
- 32.1.1.4 **Soccer:** The fields will have the following markings **In-Laid** in a manner recommended by the Manufacturer of the turf. The procedure shall not include cutting the backing of the existing turf field. All lines shall be permanent. Color shall be Yellow unless otherwise directed. All interior lines.
- 32.1.1.5 **Men's Lacrosse:** The fields will have the following markings **Tufted** in a manner recommended by the Manufacturer of the turf. The playing lines will be 60 yards wide by 110 yards long. Color shall be Blue or otherwise directed. All perimeter lines.
- 32.1.1.6 **Men's Lacrosse:** The field will have the following markings **In-Laid** in a manner recommended by the Manufacturer of the turf. The procedure shall not include cutting the backing of the existing turf field. All lines shall be permanent. The playing lines will be 60 yards wide by 110 yards long. Color shall be Blue unless otherwise directed. All interior and all other required markings.
- 32.1.1.7 Note: Where a blue or yellow line meets the white football line, the blue or yellow line must be tufted against the white line. The Center line will be all yellow not white.
- 32.1.1.8 **Women's Lacrosse:** The field will have the following markings **Tufted** in a manner recommended by the Manufacturer of the turf. The playing lines will be 60 yards wide by 120 yards in length. Color shall be Red or otherwise directed.
- 32.1.1.9 **Women's Lacrosse:** The field will have the following markings **In-Laid** in a manner recommended by the Manufacturer of the turf. The procedure shall not include cutting the backing of the existing turf field. All lines shall be permanent. The playing lines will be 60 yards wide by 120 yards in length. Color shall be Red or as otherwise directed.
- 32.1.1.10 **Field Hockey:** The field will have the following markings **In-Laid** in a manner recommended by the Manufacturer of the turf. The playing lines will be 60 yards wide by 120 yards in length. Color shall be Orange or as otherwise directed.
- 32.1.1.11 **Field Hockey:** The field will have the following markings **In-Laid** in a manner recommended by the Manufacturer of the turf. The procedure shall not include cutting the back of the existing turf field. All lines shall be permanent. The playing lines will be 60 yards wide by 120 yards in length. Color shall be Orange or as otherwise directed.

33. CLEAN UP/CLOSE OUT.

33.1 Protect installed Artificial Turf from subsequent construction operations.

33.1.1 Do not permit traffic over unprotected track surface.

33.1.2 Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.

33.1.3 All usable remnants of new material shall become the property of the County. **In addition, the County shall be provided with an extra piece of green turf, 15' X 30' in size, of the same dye lot as the field.**

33.1.4 The Contractor shall keep the area clean throughout the project and clear of debris.

33.1.5 Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the County.

34. COMPLETION SCHEDULE.

34.1 Due to the critical nature of this procurement, the Contractor shall have 120 calendar days from issuance of the contract release order to complete all work for each field. Completion of work means that all work must be completed, all deficiencies punched-out, and all work accepted by the County. Liquidated damages resulting from failure to meet the completion schedule may be charged against the Contractor if punch-out, and acceptance has not been made in accordance with the schedule. The assessed amount, if any, will be deducted from the final invoice.

35. MEASURE AND PAYMENT.

35.1 Bid prices for each line item include all materials, labor, equipment, tools, supervision, overhead, and profit and any other item of cost required to fulfill the scope of work for each item.

35.1.1 Artificial Turf Field

35.1.1.1 Paid for by the square foot. Includes furnishing and installing all materials to complete the artificial turf field. Does not include the concrete perimeter edge but does include attaching the artificial turf to this edge during installation. Price does not include, lines, numbers, arrows, and hash marks.

35.1.2 Base Construction

35.1.2.1 Paid for by the square foot. Includes furnishing and installing all materials to complete the base construction. Price does not include excavation of soil.

35.1.3 Laser Grade – Finish Stone

35.1.3.1 Paid for by the square foot.

35.1.4 Football Inlays – Yard Numbers and Arrows

35.1.4.1 Paid for by the lot per field. Lot means all yard numbers and arrows required for the field. Includes furnishing, placing, and installation.

35.1.5 Football Inlays – Hash Marks and Lines

35.1.5.1 Paid for by the lot per field. Lot means all hash marks and lines required for the field. Includes furnishing, placing, and installation.

35.1.6 Soccer Inlaid Lines

35.1.6.1 Paid for by the linear foot. Includes furnishing, placing, and installation.

35.1.7 Men's Lacrosse Inlaid Lines

35.1.7.1 Paid for by the linear foot. Includes furnishing, placing, and installation.

35.1.8 Women's Lacrosse Inlaid Lines

35.1.8.1 Paid for by the linear foot. Includes furnishing, placing, and installation.

35.1.9 Field Hockey Inlaid Lines

35.1.9.1 Paid for by the linear foot. Includes furnishing, placing, and installation.

35.1.10 Football Goal Posts

35.1.10.1 Paid for by the set of two (2) - Gooseneck, 8 ft high. Includes furnishing and installation.

35.1.11 Engineering Services

35.1.11.1 Paid for by the each. Includes stakeout of field layout.

35.1.12 Mobilization / Demobilization

35.1.12.1 Paid for by the lot. Includes all travel time, set-up, and breakdown for equipment and materials for all phases of the project.

35.1.13 Stone Construction Entrance – Build

35.1.13.1 Paid for by the lot. Includes furnishing and installing all materials to complete the construction entrance. Includes excavation of the worksite and stockpiling of soil.

35.1.14 Stone Construction Entrance – Remove and Restore

35.1.14.1 Paid for by the lot. Includes furnishing and installation all materials to remove and restore the area. Includes backfilling with topsoil, compaction, grading, and fine grading. Does not include seeding and mulching.

35.1.15 Super Silt Fences

35.1.15.1 Paid for by the linear foot. Includes furnishing and installation, and repairs and removal.

35.1.16 Stone Check Dam

35.1.16.1 Paid for by the each. Includes furnishing and installing all materials to complete the stone check dam.

35.1.17 Topsoil – Strip and Stockpile On Site

35.1.17.1 Paid for by the cubic yard. Includes stripping of topsoil, stockpiling, spreading, and grading. Does not include seeding and mulching.

35.1.18 Topsoil – Strip and Haul Off Site

35.1.18.1 Paid for by the cubic yard. Includes stripping of topsoil, loading of trucks, hauling of topsoil to approved site, and unloading of trucks.

35.1.19 Excavation of Soil – Haul Onsite

35.1.19.1 Paid for by the cubic yard. Includes excavation of soil down to the subgrade, stockpiling, spreading, and grading. Does not include seeding and mulching.

35.1.20 Excavation of Soil – Haul Offsite

35.1.20.1 Paid for by the cubic yard. Includes excavation of soil down to the subgrade, loading of trucks, hauling of soil to disposal site, unloading of trucks, and disposal.

35.1.21 Undercut of Unsuitable Soil

35.1.21.1 Paid for by the cubic yard. Includes excavation, loading of trucks, removal, hauling to disposal site, unloading, and disposal.

35.1.22 Fill with Clean Borrow

35.1.22.1 Paid for by the cubic yard. Includes re-filling the excavation with clean, suitable, compacted material approved by the BCPM, or the authorized representative.

35.1.23 Laser Grade - Subgrade

35.1.23.1 Paid for by the square foot.

35.1.24 Outside Drain Pipe

35.1.24.1 Paid for by the linear foot. Outside drain pipe, 12", perforated, ADS N-12. Includes excavation of trench, backfilling, compacting, and finish grading of work site. Does not include seeding and mulching,

35.1.25 Logo

- 35.1.25.1 Paid for by the each. Furnish and install a three-color logo if required.
- 35.1.26 Clean Outs
 - 35.1.26.1 Paid for by the each. Furnish and install.
- 35.1.27 Concrete Curb – with Notch (for Fence Application)
 - 35.1.27.1 Paid for by the linear foot. Size 14” width X 12” Depth, Includes excavation of the worksite, removal and disposal of excavated materials, forming, furnishing, placing, finishing, and curing of concrete.
- 35.1.28 Concrete Curb – with Notch
 - 35.1.28.1 Paid for by the linear foot. Size 8” Width X 12” Depth. Includes excavation of the worksite, removal and disposal of excavated materials, forming, furnishing, placing, finishing, and curing of concrete.
- 35.1.29 Sod Replacement
 - 35.1.29.1 Paid for by the square foot, minimum 12” wide. Rolled in place - furnish and install.
 - 35.1.29.2 Cost for sod shall include the initial watering of the sod during the installation process
- 35.1.30 Seed and Mulch
 - 35.1.30.1 Paid for by the square yard. For all finish graded areas. Includes furnishing and placing the seed, tacking, and mulching.
 - 35.1.30.2 Cost for seeding and mulch shall include the initial watering of seed and mulch.
- 35.1.31 G-Max and HIC Testing (performed at completion of field installation)
 - 35.1.31.1 Paid for by the each.
- 35.1.32 Maintenance Equipment
 - 35.1.32.1 Paid for by the each. Sweeper to maintain artificial turf surface. Minimum of 6 ft. wide. Bidder is to provide make and model of quoted item along with specifications and catalog or cut sheets. Includes delivery and operation training for County personnel.
- 35.1.33 Contingency Work
 - 35.1.33.1 Paid for by the mark-up for overhead and profit. Contractor must verify cost of labor, materials, and equipment rental (if applicable).

- 35.1.34 Demolition of Existing Concrete Curb (up to 12" wide X 12" depth)
 - 35.1.34.1 Paid for by the linear foot. Includes the demolition, removal, transportation and disposal of all associated debris.
- 35.1.35 Indoor Artificial Turf, Removal and Disposal of Existing Turf
 - 35.1.35.1 Paid for by the square foot. Includes the removal and disposal of existing artificial turf surface. This will only apply if product is not able to be recycled. Project manager must approve existing product is unable to be recycled before a purchase order is processed.
- 35.1.36 Indoor Artificial Turf, Removal and Recycle of Existing Turf
 - 35.1.36.1 Paid for by the square foot. Includes the removal and recycling of existing artificial turf surface. A certificate of destruction shall be provided to project manager as proof existing turf was recycled.
- 35.1.37 Laser Grading
 - 35.1.37.1 Paid for by square foot. Laser Grading to prepare field for replacement turf.
- 35.1.38 Furnish and Install Replacement Artificial Turf
 - 35.1.38.1 Paid for by the square foot. Includes approved artificial turf and installation on existing subgrade surface, as per specifications.
- 35.1.39 Furnish and Install Indoor Artificial Turf
 - 35.1.39.1 Paid for by the square foot. Furnish and install approved artificial turf similar to a hybrid monofilament and slit-film polyethylene, as per specifications.
- 35.1.40 Indoor Field, artificial turf, Remove and Dispose
 - 35.1.40.1 Paid for by the square foot. Remove and dispose of existing artificial turf surface,
- 35.1.41 Indoor Field, Artificial Turf, Remove and Recycle.
 - 35.1.41.1 Indoor Field, Artificial turf, Remove and Recycle existing artificial turf surface.
- 35.1.42 Watering of Sod and Seeded Areas
 - 35.1.42.1 Paid based on a daily visit cost (EACH). Watering of Sod and Seeded Areas paid based on a daily visit cost (water included per visit)
- 35.1.43 Soccer Goals, Assembled
 - 35.1.43.1 Paid for by Pair

35.1.43.1.1 Sportsfield Specialties Inc. GoalPak SG4980 includes (GP4180, 4280, 4380/SG4900) Football – Soccer Goal Set.

35.1.43.1.2 Goals shall include GP4180/GP4830 Football Goal Post Access Frame Insert Kit Detail and SG2SGP GoalPak Soccer Goal Safety Clamp.

35.1.44 Maintenance Equipment pull behind rotating turbine blower, Assembled. Paid for as EACH, as specified below:

35.1.44.1 Pull behind self-operating rotating turbine blower.

35.1.44.2 Including a wireless remote control (water resistant) with remote start/stop (no choke required) 360 degree nozzle control and throttle control.

35.1.44.3 Adjustable throttle up to 3900 RPM

35.1.44.4 A bolt on trailer package with adjustable hitch

35.1.45 Temporary Game Lines, Painted

35.1.45.1 Provide professional service to perform game line painting on County synthetic turf fields. The Contractor will use Temp line original removable artificial turf paint.

35.1.45.2 Lay out and line specific sports field lines on artificial turf fields (Women's lacrosse, Field hockey, short field soccer, baseball).

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT
Due Date: 10/28/24, Time: 3:00 P.M.**

BID/PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID / REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

Is your firm in compliance with all applicable laws and regulations relating to the employment of undocumented worker? If YES, check here _____

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

BID DEPOSIT REQUIRED: Accompanying this bid is a Certified Bid Deposit Check or Bid Bond in the amount of \$ _____ payable to Baltimore County, Maryland.

_____ We wish to submit a "NO BID" at this time.

_____ We do not offer this commodity/service.

Is your company a certified Minority Business Enterprise? *Bidders must complete the applicable Minority Participation Affidavit attached.*

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

Delivery shall be made within _____ calendar days after receipt of order.

F.O.B. Destination (unless otherwise stated herein).

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT
Due Date: 10/28/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 1 OF 6		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FOR ONE FIELD	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 578-94 Field, Artificial Turf furnish and install, per specifications.	45,000	SqFt	\$ _____	\$ _____
2	COMMODITY CODE: 578-94 Base Construction, All Aggregates, Interior Drainage, Fabric and Applicable Materials, Furnish and Install, as per specifications.	45,000	SqFt	\$ _____	\$ _____
3	COMMODITY CODE: 578-94 Laser Grade, Finish Stone for Base Construction, as per specifications.	110,000	SqFt	\$ _____	\$ _____
4	COMMODITY CODE: 578-94 Football Inlays, Yard Numbers and Arrows, White, Furnish and Install, Complete Field, as per specifications.	10	Lot	\$ _____	\$ _____
5	COMMODITY CODE: 578-94 Football Inlays, Hash Marks and Lines Only, White, Furnish and Install, Complete Field, as per specifications.	10	Lot	\$ _____	\$ _____
6	COMMODITY CODE: 578-94 Soccer Inlaid Lines, Yellow, Furnish and Install, Complete Field, as per specifications.	150	LF	\$ _____	\$ _____
7	COMMODITY CODE: 578-94 Men's Lacrosse Inlaid Lines, Furnish and Install, Complete Field, as per specifications.	500	LF	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT
Due Date: 10/28/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 2 OF 6		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FOR ONE FIELD	UNIT	UNIT PRICE	EXTENDED AMOUNT
8	COMMODITY CODE: 578-94 Women's Lacrosse Inlaid Lines, Furnish and Install, Complete Field, as per specifications.	500	LF	\$ _____	\$ _____
9	COMMODITY CODE: 578-94 Field Hockey Inlaid Lines, Furnish and Install, Complete Field, as per specifications.	300	LF	\$ _____	\$ _____
10	COMMODITY CODE: 578-94 Football Goal Posts, 8', Set of two (2), Gooseneck, Furnish and Install, as per specifications.	10	Set	\$ _____	\$ _____
11	COMMODITY CODE: 578-94 Engineering Services, Layout of Field, as per specifications.	10	Each	\$ _____	\$ _____
12	COMMODITY CODE: 578-94 Mobilization/Demobilization, as per specifications.	10	Lot	\$ _____	\$ _____
13	COMMODITY CODE: 578-94 Stone Construction Entrance, Furnish and Build, as per specifications.	10	Lot	\$ _____	\$ _____
14	COMMODITY CODE: 578-94 Stone Construction Entrance, Remove and Restore, as per specifications.	10	Lot	\$ _____	\$ _____
15	COMMODITY CODE: 578-94 Fence, Super Silt, Furnish and Install, as per specifications.	1,500	LF	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT
Due Date: 10/28/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 3 OF 6		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FOR ONE FIELD	UNIT	UNIT PRICE	EXTENDED AMOUNT
16	COMMODITY CODE: 578-94 Stone Check Dam, Furnish and Install, as per specifications.	10	Each	\$ _____	\$ _____
17	COMMODITY CODE: 578-94 Topsoil, Strip and Stockpile On-Site , as per specifications.	10	CuYd	\$ _____	\$ _____
18	COMMODITY CODE: 578-94 Topsoil, Strip and Haul Off-Site , as per specifications.	1,000	CuYd	\$ _____	\$ _____
19	COMMODITY CODE: 578-94 Excavation of Soil, Down to Subgrade, Haul On-Site , as per specifications.	5,000	CuYd	\$ _____	\$ _____
20	COMMODITY CODE: 578-94 Excavation of Soil, Down to Subgrade, Haul Off-Site , as per specifications.	1,500	CuYd	\$ _____	\$ _____
21	COMMODITY CODE: 578-94 Undercut of Unsuitable Soil, Haul Off-Site , as per specifications.	1,500	CuYd	\$ _____	\$ _____
22	COMMODITY CODE: 578-94 Fill with Clean Borrow, as per specifications.	10	CuYd	\$ _____	\$ _____
23	COMMODITY CODE: 578-94 Laser Grade, Subgrade, for Base Construction, as per specifications.	50,000	SqFt	\$ _____	\$ _____
24	COMMODITY CODE: 578-94 Outside Drain Pipe, 12", Perforated, ADS N-12, Furnish and Install, as per specifications.	500	LF	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT
Due Date: 10/28/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 4 OF 6		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FOR ONE FIELD	UNIT	UNIT PRICE	EXTENDED AMOUNT
25	COMMODITY CODE: 578-94 Logo, three color, as per specifications.	10	Each	\$ _____	\$ _____
26	COMMODITY CODE: 578-94 Clean Outs, Furnish and Install, as per specifications.	10	Each	\$ _____	\$ _____
27	COMMODITY CODE: 578-94 Concrete Curb with Notch, 14" Width x 12" Depth, for Fence Application, Furnish and Install, as per specifications.	500	LF	\$ _____	\$ _____
28	COMMODITY CODE: 578-94 Concrete Curb with Notch, 8" Width x 12" Depth, Furnish and Install, as per specifications.	500	LF	\$ _____	\$ _____
29	COMMODITY CODE: 578-94 Sod, Replacement, Minimum 12" Wide, Rolled In Place, Furnish and Install, as per specifications.	25,000	SqFt	\$ _____	\$ _____
30	COMMODITY CODE: 578-94 Seed and Mulch, Furnish and Install, as per specifications.	1,500	SqYd	\$ _____	\$ _____
31	COMMODITY CODE: 578-94 G-Max Testing at Completion of Project, to include HIC Testing, as per specifications.	10	Each	\$ _____	\$ _____
32	COMMODITY CODE: 578-94 Sweeper to maintain artificial turf surface, minimum 6 feet wide, as per specifications.	10	Each	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT
Due Date: 10/28/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 5 OF 6		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FOR ONE FIELD	UNIT	UNIT PRICE	EXTENDED AMOUNT
33	COMMODITY CODE: 578-94 Contingency Work, Cost x Unit Price Multiplier (Overhead and Profit).	2,000	Mult	\$1. _____	\$ _____
34	COMMODITY CODE: 578-94 Concrete curb, demolition, removal, and disposal of existing curb, up to 12" width x 12" depth, as per specifications.	10	LF	\$ _____	\$ _____
35	COMMODITY CODE: 578-94 Remove and <u>dispose</u> of existing artificial turf surface as per specifications.	10	SqFt	\$ _____	\$ _____
36	COMMODITY CODE: 578-94 Remove and <u>recycle</u> existing artificial turf surface, as per specifications.	70,000	SqFt	\$ _____	\$ _____
37	COMMODITY CODE: 578-94 Laser Grading to prepare field for replacement turf.	70,000	SqFt	\$ _____	\$ _____
38	COMMODITY CODE: 578-94 Furnish and install replacement artificial turf, as per specifications.	10	SqFt	\$ _____	\$ _____
39	COMMODITY CODE: 578-94 Indoor Field, Artificial Turf, hybrid monofilament and slit-film polyethylene, Furnish and Install, as per specifications.	10	SqFt	\$ _____	\$ _____
40	COMMODITY CODE: 578-94 Indoor Field, Artificial Turf, Remove and <u>Dispose</u> of existing artificial turf surface, as per specifications.	10	SqFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-10000288
ARTIFICIAL TURF FIELDS, TERM AGREEMENT
Due Date: 10/28/24, Time: 3:00 P.M.**

PRICE SHEET PAGE 6 OF 6		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FOR ONE FIELD	UNIT	UNIT PRICE	EXTENDED AMOUNT
41	COMMODITY CODE: 578-94 Indoor Field, Artificial Turf, Remove and <u>Recycle</u> of existing artificial turf surface, as per specifications.	10	SqFt	\$ _____	\$ _____
42	COMMODITY CODE: 578-94 Watering of sod and newly seeded areas, as per specifications	10	Each	\$ _____	\$ _____
43	COMMODITY CODE: 578-94 Soccer Goals, assembled, as per specifications	10	Pair	\$ _____	\$ _____
44	COMMODITY CODE: 578-94 Maintenance Equipment pull behind rotating turbine blower, Assembled, as per specifications	10	Each	\$ _____	\$ _____
45	COMMODITY CODE: 578-94 Service Tech, Labor, Regular Hours, as per specifications	40	Hour	\$ _____	\$ _____
46	COMMODITY CODE: 578-94 Service Tech, Labor, Overtime, as per specifications	40	Hour	\$ _____	\$ _____
47	COMMODITY CODE: 578-94 Game Lines, Temporary, Painted, Artificial Turf, as per specifications	8	Each	\$ _____	\$ _____
48	COMMODITY CODE: 578-94 ECO-Grind/Nike Grind, or approved cryogenic SBR rubber infill, as per specifications	100	Ton	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

CLASSIFICATION	MODIFICATION REASON	BASIC HOURLY	BORROWED FROM	FRINGE BENEFIT
		RATE		PAYMENT
BALANCING TECHNICIAN	AD	\$32.17		\$12.93
BOILERMAKER	AD	\$22.00		\$6.49
BRICKLAYER	AD	\$36.50		\$13.77
CARPENTER	AD	\$33.21		\$14.03
CARPENTER - SHORING SCAFFOLD BUILDER	AD	\$33.21		\$14.03
CARPET LAYER	AD	\$33.34		\$14.40
CEMENT MASON	AD	\$27.39		\$11.88
COMMUNICATION INSTALLER TECHNICIAN	AD	\$30.53		\$15.86
DRYWALL - SPACKLING, TAPING, & FINISHING	AD	\$33.21		\$14.03
ELECTRICIAN	AD	\$44.28		\$19.18
ELEVATOR MECHANIC	AD	\$54.02		\$44.39
FIRESTOPPER	AD	\$29.41		\$9.48
INSULATION WORKER	AD	\$39.27		\$7.29
IRONWORKER - ORNAMENTAL	AD	\$33.12		\$25.63
IRONWORKER - REINFORCING	AD	\$33.12	510	\$25.63
IRONWORKER - STRUCTURAL	AD	\$33.12		\$25.63
LABORER - AIR TOOL OPERATOR	AD	\$14.50		\$0.00
LABORER - ASPHALT PAVER	AD	\$14.50		\$0.00
LABORER - ASPHALT RAKER	AD	\$19.73		\$6.39
LABORER - BLASTER - DYNAMITE	AD	\$14.50		\$0.00
LABORER - BURNER	AD	\$14.50		\$0.00
LABORER - COMMON	AD	\$19.73		\$6.39
LABORER - CONCRETE PUDDLER	AD	\$19.73		\$6.39
LABORER - CONCRETE SURFACER	AD	\$14.50		\$0.00
LABORER - CONCRETE TENDER	AD	\$19.73		\$6.39
LABORER - CONCRETE VIBRATOR	AD	\$19.73		\$6.39
LABORER - DENSITY GAUGE	AD	\$19.73		\$6.39
LABORER - FIREPROOFER - MIXER	AD	\$19.73		\$6.39
LABORER - FLAGGER	AD	\$19.73		\$6.39
LABORER - GRADE CHECKER	AD	\$19.73		\$6.39
LABORER - HAND ROLLER	AD	\$19.73		\$6.39

LABORER - HAZARDOUS MATERIAL HANDLER	AD	\$14.50		\$0.00
LABORER - JACKHAMMER	AD	\$19.73		\$6.39
LABORER - LANDSCAPING	AD	\$19.73		\$6.39
LABORER - LAYOUT	AD	\$19.73		\$6.39
LABORER - LUTEMAN	AD	\$19.73		\$6.39
LABORER - MASON TENDER	AD	\$14.50		\$0.00
LABORER - MORTAR MIXER	AD	\$19.73		\$6.39
LABORER - PIPELAYER	AD	\$14.50		\$0.00
LABORER - PLASTERER - HANDLER	AD	\$19.73		\$6.39
LABORER - SCAFFOLD BUILDER	AD	\$14.50		\$0.00
LABORER - TAMPER	AD	\$19.73		\$6.39
MECHANICAL SYSTEMS SERVICE TECH- HVAC SYSTEMS	AD	\$44.66	510	\$23.80
MECHANICAL SYSTEMS SERVICE TECH- PLUMBING SYSTEMS	AD	\$44.66	510	\$23.80
MILLWRIGHT	AD	\$37.33		\$16.60
PAINTER	AD	\$27.46		\$11.71
PAINTER-INDUSTRIAL	AD	\$34.30	510	\$14.78
PILEDRIVER	AD	\$35.62		\$17.01
PLUMBER	AD	\$44.66		\$23.80
POWER EQUIPMENT OPERATOR - BACKHOE	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - BROOM / SWEEPER	AD	\$31.43	510	\$13.92
POWER EQUIPMENT OPERATOR - BULLDOZER	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - CRANE	AD	\$40.00		\$17.10
POWER EQUIPMENT OPERATOR - CRANE - TOWER	AD	\$40.00		\$17.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	AD	\$31.73		\$13.27
POWER EQUIPMENT OPERATOR - EXCAVATOR	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - FORKLIFT	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - GRADALL	AD	\$33.70	003	\$12.85
POWER EQUIPMENT OPERATOR - GRADER	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - GUARD RAIL POST DRIVER	AD	\$23.50		\$5.07
POWER EQUIPMENT OPERATOR - LOADER	AD	\$33.38		\$13.92
POWER EQUIPMENT OPERATOR - MECHANIC	AD	\$35.44		\$13.92
POWER EQUIPMENT OPERATOR - PAVER	AD	\$20.00		\$8.50
POWER EQUIPMENT OPERATOR - ROLLER - ASPHALT	AD	\$28.95		\$12.10
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	AD	\$27.80		\$13.92
POWER EQUIPMENT OPERATOR - SCREED	AD	\$30.00		\$11.80
POWER EQUIPMENT OPERATOR - SKID STEER (BOBCAT)	AD	\$31.43		\$13.92
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	AD	\$36.30		\$14.05
RESILIENT FLOOR	AD	\$33.34		\$14.40
ROOFER/WATERPROOFER	AD	\$39.25		\$14.71
SHEETMETAL WORKER (INCLUDING METAL ROOFING)	AD	\$45.37		\$23.48
SPRINKLERFITTER	AD	\$44.66	510	\$23.80
STEAMFITTER/PIPEFITTER	AD	\$44.66		\$23.80
STONE MASON	AD	\$43.16	510	\$20.48
TILE & TERRAZZO FINISHER	AD	\$27.68		\$11.83
TILE & TERRAZZO MECHANIC	AD	\$33.41		\$12.87
TRUCK DRIVER - DUMP	AD	\$22.75		\$11.52
TRUCK DRIVER - DUMP - ARTICULATING	AD	\$27.97		\$0.79
TRUCK DRIVER - FLATBED	AD	\$24.99		\$7.63
TRUCK DRIVER - LOWBOY	AD	\$28.98	510	\$9.58
TRUCK DRIVER - TACK/TAR TRUCK	AD	\$28.69	510	\$9.58

Incidental Craft Data: Caulker, Man Lift Operator, Rigger, Scaffold Builder, and Welder receive the wage and fringe rates prescribed for the craft performing the operation to which welding, scaffold building, rigging, operating a Man Lift, or caulking is incidental.

These **Informational Prevailing Wage Rates** may not be substituted for the requirements of pre-advertisement for bids or onsite job posting for a public work contract that exceeds \$250,000 in value and either of the following criteria are met: (1) the contracting body is a unit of State government or an instrumentality of the State and there is any State funding for the project; or (2) the contracting body is a political subdivision, agency, person or entity (such as a county) and the State funds 25% or more of the project.

Modification Codes:

(AD) 17-209 Annual Determination from Survey Wage Data Received
(CH) 17-211 Commissioners' Hearing
(CR) 17-208 Commissioners' Review
(SR) 17-208 Survey Review by Staff

Each "Borrowed From" county is identified with the FIPS 3-digit county code unique for the specific jurisdiction in Maryland.

For additional information on the FIPS (Federal Information Processing Standard) code, see <http://www.census.gov/datamap/fipslist/AllSt.txt>

The Prevailing Wage rates appearing on this form were originally derived from Maryland's annual Wage Survey. The Commissioner of Labor & Industry encourages all contractors and interested groups to participate in the voluntary Wage Survey, detailing wage rates paid to workers on various types of construction throughout Maryland.

A mail list of both street and email addresses is maintained by the Prevailing Wage Unit to enable up-to-date prevailing wage information, including Wage Survey notices to be sent to contractors and other interested parties. If you would like to be included in the mailing list, please forward (1) your Name, (2) the name of your company (if applicable), (3) your complete postal mailing address, (4) your email address and (5) your telephone number to PWMAILINGLIST@dllr.state.md.us. Requests for inclusion can also be mailed to: Prevailing Wage, 1100 N. Eutaw Street - Room 607, Baltimore MD 21201-2201.

END OF REPORT