

EXHIBIT 4 - ATTACHMENT 1: DRAFT SPECIAL PROVISIONS
- NOT FOR CONSTRUCTION -
I. SPECIAL PROVISIONS

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SP-1 CONTRACT DOCUMENTS

The Contract Documents for this project shall consist of but not be limited to the following:

ITEM 1 - Contract Book which contains:

- I. Special Provisions
 - A. Special Conditions
 - B. Construction Details and Materials
 - C. Standard Details
- II. Bid or Proposal and Detached Duplicate
- III. Agreement
- IV. Bonds

ITEM 2 - Contract Plans

Plans and details are provided for the preparation of a bid proposal. The Engineer will furnish, from time to time as the work progresses, such supplemental Drawings as may be necessary for further illustrating the details of the permanent work, and the Contractor will be required to abide by any modifications, and supplemental Plans and Specifications that may be furnished by the Engineer.

ITEM 3 - Standard Specifications

- A. The City of Baltimore, Department of Public Works, Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, Issue of 2006, or the most recent version and any and all Amendments thereto, are hereby made part of these Contract Documents and hereinafter referred to as "Standard Specifications". Any references in the Contract Documents made to an Article, Section, Paragraph or Table shall refer to the Standard Specifications, unless otherwise noted. Electronic version can be found at: <https://publicworks.baltimorecity.gov/greenbook>
- B. Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD) and the Maryland State Highway Administration (SHA) Standard Specifications for Construction and Materials, latest revisions, as specified herein, shall be considered part of these Contract Documents.

ITEM 4 – Book of Standards

The City of Baltimore, Department of Public Works, Book of Standards, and any and all Amendments thereto, are hereby made a part of these Contract Documents and hereinafter referred to as "Book of Standards".

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

SP-2 WATER CONSERVATION/ RESTRICTION IMPLEMENTATIONS

The Contractor shall make every effort to conserve water on all phases of this project. All temporary bypass piping shall be maintained in an effort to minimize any leakage or failures. All failures must be addressed as soon as possible and any leakages must be kept to a minimum. Flushing shall be done to the extent necessary to achieve the required results and not as a matter of convenience. All bypass piping shall be valved in a manner to minimize the loss of water in case of a failure or a when a repair is required.

The City reserves the right to suspend and/or terminate this project for the safeguard of the public good, at its sole discretion. The City reserves the right to impose water conservation requirements on the Contractor, at his expense, when drought restrictions are implemented, in lieu of suspension of work.

In the event that a suspension and/or termination of the work is necessary, the Contractor will be required to complete any and all tasks deemed necessary to close the project down in a manner that ensures the public safety.

A. INSTRUCTIONS TO BIDDERS

IB-1 PURCHASE OF THE STANDARD SPECIFICATIONS AND BOOK OF STANDARDS

1. The Standard Specifications is not available for print at this time. Please refer to the electronic copy located at: <https://publicworks.baltimorecity.gov/greenbook>
2. For the Baltimore City Department of Transportation (BCDOT) Book of Standards, please refer to the webpage located at: <https://www.baltimorecity.gov/book-of-standards>

IB-2 SCOPE OF WORK

The work to be done under this Contract shall consist of the following principal items:

- Demolition and removal of existing interior office spaces with an area of approximately 7,300 square feet.
- Demolition and removal of an existing concrete floor with an area of approximately 40,000 square feet, installation of trench drains and associated piping, and placement of a new reinforced concrete floor.
- Construction of approximately 8,900 square feet of finished office space, including bathrooms and locker areas.
- Replacement of existing windows and installation of new windows in the existing brick masonry exterior.
- Repair of masonry veneer at damaged locations.
- Replacement of existing exterior entry doors, repair and replacement of roll-up doors
- Removal of existing electrical distribution cabinets and panels and installation of new electrical equipment, conductors, connections, lighting and controls.
- Infrastructure for future electric vehicle (EV) charging.
- Plumbing improvements.
- HVAC equipment installation.
- Installation of a vehicle wash system, including a new connection to the existing facility sewer, an oil and grease separator, a dedicated compressor, hoses and hardware.
- Installation of an ADA-compliant ramp on an existing concrete sidewalk.
- Full depth pavement for five (5) new parking spaces.
- Security gates and fencing.
- Exterior Parking area and interior Garage area painting, striping, and signage.
- Site landscaping.
- Furnish and install temporary office and locker room trailers.

The Contractor shall perform all work in accordance with the Contract Documents, including furnishing all labor, materials, tools, supplies, equipment, transportation and all other things necessary for the satisfactory prosecution and completion of all work in full compliance with the Contract requirements and all incidental work necessary to complete the Project in an acceptable manner.

The complete scope of work shall be covered by items listed in schedule of prices, as well as by "Special Provisions".

IB-3 LOCATION OF WORK

Supplement Standard Specification Section 00 21 13.02, LOCATION OF WORK with the following:

The location of work shall be the Kane Street Sanitation Facility, 111 Kane Street, Baltimore, MD, 21224.

IB-4 PROJECT CONSTRUCTION SCHEDULE

There are constraints on when the work can take place at the Kane Street facility that are necessary for the continuity of facility operations. The Contractor's construction schedule should make accommodations for the following:

- 1) Garage floor replacement may not occur between December 15 and March 15;
- 2) Temporary offices for city staff must be operational before office demolition may proceed;
- 3) Contractor is suggested to perform exterior work while temporary office trailers are delivered and installed;
- 4) Contractor is suggested to perform work in the general order as follows:
 - a . Loading Dock/Warehouse repairs
 - b . Office demolition and construction
 - c . Garage demolition and construction.
- 5) Contractor shall coordinate with the Baltimore City Department of General Services remediation contractor to schedule asbestos and lead paint remediation activities in the office, warehouse, and loading dock before demolition is conducted in those areas.
- 6) The Kane Street facility will need to maintain indoor operational space during the winter, December 15 to March 15, so the street sweeper vehicles can be properly stored and maintained.

IB-5 CONTRACT TIME FOR COMPLETION

Time is of the essence. The Contract Time for completion of the work described by the Contract Documents will be 365 consecutive calendar days.

IB-6 LOCAL HIRING LAW

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

- A. The Local Hiring Law applies to the original term of the contract award greater than \$300,000.00, in addition to any contract modification (amendment, renewal, extra work or change order). Whether a City subsidized project is subject to the Law shall be finally determined when an agreement authorizing assistance valued over \$5,000,000.00 is executed by the City. Please visit www.oedworks.com for details on the requirements of the Law.

- B. Within two (2) weeks of the Board of Estimate's award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: www.oedworks.com.
- C. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.
- D. For all contracts subject to the Local Hiring Law, the contractor shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.
- E. All reports that are sent to MOED must be sent to the City Resident Engineer/Project Manager at the same time via email. Confirmation of sent report are made at monthly construction meetings.

IB-7 UNRESPONSIVE AND UNBALANCED BIDS

Supplement Standard Specification Section 00 51 00.05, UNRESPONSIVE AND UNBALANCED BIDS, with the following:

- 1. All bid item prices should be reflective of the materials, labor, equipment, overhead and profit costs required to complete the bid item.
- 2. Bidders are advised that when the bid prices are not proportionate with the bid item work involved the bid will be considered mathematically unbalanced and may be subject to further review.
- 3. Bids may be rejected if the City determines that any of the bid prices are mathematically and materially unbalanced and there is reasonable doubt that the bid will result in the lowest ultimate cost to the City.

B. SPECIAL CONDITIONS

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SC-1 SPECIAL CONSIDERATIONS AND/OR REQUIREMENTS

Supplement Standard Specification Section 01 11 00 with the following:

1. There is no lump sum bid item or payment for Mobilization. The cost of mobilization shall be reflected in the Contractor's bid for each item of work.
2. There is no lump sum bid item or payment for Erosion and Sedimentation Control. The cost of erosion and sedimentation control shall be reflected in the Contractor's bid for each item of work.
3. No excavated material shall be stockpiled on site, without the prior approval by the Engineer; all excavated material must be removed from the work sites immediately.

SC-2 OVERTIME REIMBURSEMENT

The Contractor shall reimburse the City for inspection and other services required when and if, the Contractor chooses to work in excess of the normal eight (8) hour workday, forty (40) hour work week, weekends, or on a City holiday as designated by the City Labor Commissioner, available at <http://labor-commissioner.baltimorecity.gov/official-city-holidays>. The amount due the City shall be deducted from the Contractor's monthly pay estimate at the hourly rate of \$32.00. The rate specified is per inspector on the project while the overtime work is ongoing. The Contractor should assume that, if one (1) to two (2) crew is working, one (1) inspector will be on site. If three (3) to five (5) crews are working, two (2) inspectors will be on site. If more than five (5) crews are working, three (3) inspectors will be on site. This overtime reimbursement will not apply to overtime work done at the City's request.

SC-3 WORK RESTRICTIONS

Supplement Standard Specification Section 01 14 00, WORK RESTRICTIONS with the following:

Unless otherwise specified or directed by the Engineer, the regular working day shall begin no earlier than 7:00 AM.

Supplement Standard Specification Section 01 14 17, NIGHT WORK with the following:

All water main shutoffs affecting a school building or similar institutions shall be initiated and completed during a period when the affected facility will be closed. In case of water service disruptions affecting commercial buildings, the same shall take place during the period when it causes least disruption of operations in consultation with the business/property owners. The proposed water main work affecting such consumers may be required to be scheduled outside of normal business hours, on nights, weekends, and/or holidays.

SC-4 CITY PROPERTY AND STREETS

Supplement 01 14 20 with the following

In order to work in the public right-of-way, the Contractor must obtain permits from the Department of Transportation. Applications for permits may be obtained at:

Department of Transportation
Permit Division
Harry S. Cummings Building
401 East Fayette Street, 1st Floor
Baltimore, Maryland 21202
(Phone: 410-396-4508)

The Contractor shall be responsible for applying for any permits that may be required sufficiently in advance of the scheduled construction operations in order that the progress of the work is not delayed. The obtaining of the required permits in a timely fashion shall be the Contractor's responsibility.

Materials and equipment that cannot be stored within the Project limits shall be removed and stored at an off-site location as approved by the Engineer.

The Contractor shall protect all existing buildings, utilities, fire hydrant and other property in and adjacent to the Project site. No property may be cut, marked or defaced.

SC-5 PAYMENT TO SUBCONTRACTORS

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

SC-6 CONSTRUCTION PHOTOGRAPHS

Delete Standard Specification Section 01 32 33, CONSTRUCTION PHOTOGRAPHS in its entirety and replace with the following:

A. Photography.

1. Submit prior to beginning any Work that may cause site disturbance.
 - a. Digital, date-stamped, color photography provided in CD disc format.
 - 1) Photographs:
 - a) Take at sufficient intervals to fully document the pre-construction conditions of the work site, not more than 100 feet apart along the street and/or right of way.
 - b) Progress photos in one month intervals to be submitted with the invoice and; as documentation with requests for Change Orders.
 - c) Include identification markers such as room names, column numbers, in each view to properly confirm location of the view for ease of identification.
 - d) Each photo shall be identified by a location and a compass direction.
 - e) Devote particular attention of existing damage to streets, curbs, sidewalks, driveways, signs, mailboxes, retaining walls, landscaping, etc.
 - f) Out of focus photos will not be accepted.
 - b. Submit Photo log along with CD disc that provides;
 - 1) Name and number of the contract.
 - 2) Name of Contractor.
 - 3) Name of photographer.
 - 4) Include for each photograph;
 - a) File name

- b) Date taken
- c) Location and direction of the view

B. Pre-Construction Video.

- 1. Document by video, and submit in digital format on DVD;
 - a. All existing site conditions adjacent to and within the limits of construction.
 - b. Clear and continuous view of the project alignment.
- 2. Submit prior to beginning Work that may cause site disturbance.

All costs associated with pre and post construction photographs and video shall be considered incidental to all bid items in this Contract and no separate payment will be made.

SC-7 SHOP DRAWINGS SUBMITTAL

Supplement Standard Specification Section 01 33 21 CONTRACT DOCUMENTS, WORKING DRAWINGS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, with the following:

- V. The Contractor shall submit shop drawings for approval, prior to ordering the materials. All shop drawings, catalog cuts, etc. shall be submitted in electronic (PDF) format.
- W. Subject to 01 33 21, Paragraph A, shop drawings and product data are required for every element of the Work. Upon written request from the City or Engineer, the Contractor shall submit any requested drawings, data sheets, catalog cuts, samples, or other shop drawing materials within seven (7) calendar days.

SC-8 CONTRACTOR'S QUALITY CONTROL

Supplement Standard Specification Section 01 45 00 with the following:

- 1.1 Within fifteen days after Notice to Proceed has been issued, Contractor shall submit a Quality Control Plan to Engineer for review.
 - A. Contractors Quality Control Plan shall include but is not limited to:
 - 1. Definable features of work.
 - 2. Assigned individuals, independent testing agencies, and manufacturers who will be responsible for the Contractor's required testing and inspections.
 - 3. Contractor shall submit for approval independent testing agencies for all necessary testing and inspection required for the Contractor's quality control program.
 - 4. Resumes of individuals who are assigned to perform required inspections as part of the Contractor's quality control program.
 - 5. A description of how Contractor will verify and document contract and specification compliance.

6. Testing Plan: The Contractor shall prepare a testing plan and submit to the City and Engineer for review and acceptance. The testing plan shall list and describe planned testing for all definable features of the Work, the governing agency standards, and the methods Contractor will use. The testing plan shall describe testing procedures, including equipment, materials, chemicals used, points of injection, sample points, injection equipment, drain and discharge points, and point of discharge, particularly if discharge will be into the City's sewer or storm drain system.
7. Testing logs and schedules: Logs and schedules shall include all required tests and inspections, locations of scheduled tests, date of tests, type of test, length of test for all definable features of work. Special consideration will be paid to all piping to be tested in regards to lengths of piping and appurtenances tested, testing pressures, amounts of chemicals used for disinfection, chlorine residual results, disinfection results, dates of test results, and if test was successful or a re-test is required.
 - i. Testing shall be shown in the project's CPM schedule and shall be cost loaded and show expected durations.
 - ii. Contractor shall keep up to date and accurate documentation of all testing performed, including all testing and results from City performed tests.
 - iii. Contractor shall provide to the Engineer copies of all field reports and certified lab reports from all testing agencies, agents, and manufacturers.
8. Inspection plan: Contractor shall perform all required inspections for compliance on delivered materials and or equipment and document the results. If any deficient and or non-compliant materials or equipment are encountered, Contractor shall immediately inform the Engineer, and shall clearly mark the deficient/non-conforming materials or equipment as such, so these materials or equipment shall not to be used. Contractor shall remove them from site immediately.
 - i. Provide updated testing documents to the City for review on a monthly basis.
 - ii. Contractor shall provide to the Engineer Certificates of Proper Installation (COPI) for all equipment and machinery installed. COPI shall be signed by the manufacturer, the Contractor and the City of Baltimore or their appointed representatives. Contractor shall demonstrate to the City of Baltimore that all equipment, machinery, and appurtenances installed as part of the Contract operate in accordance with the Contract requirements. City and Contractor shall both sign a certificate of acceptance. City will not accept any deliverable without a COPI and certificate of acceptance. City of Baltimore reserves the right to withhold payment until such certificates are provided to the Engineer as part of the required close out documents. This clause will be applicable only to the following appurtenances:
 - HVAC System
 - Fire protection System
 - Vehicle Wash system
 - EV Charging System

iii. Contractor shall at all times keep on site all quality control documentation for review.

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

C. Contractor shall notify City of Baltimore a minimum of 48 hours in advance, in writing, for any testing and or inspections to be performed, either by Contractor or by the City of Baltimore or their respective sub-contractors.

1.2 Testing

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

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

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

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

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

SC-9 PROJECT IDENTIFICATION

Supplement Standard Specification Section 01 58 00, PROJECT IDENTIFICATION, with the following:

B.

8. The signs shall be installed prior to start of work and be removed when directed by the Engineer, and shall then become the property of the Contractor.

9. Furnishing, installing, and maintaining project information sign(s) shall not be measured, but the cost shall be considered incidental to the individual bid items.

C. The Contractor shall furnish, install, and maintain project signs on this Project, in accordance with the City Of Baltimore DPW Specifications for Materials, Highways, Bridges, Utilities, and Incidental Structures, 2006 version, using the design listed below, at locations as directed by the Engineer:

NEIGHBORHOODS FIRST	
	PROJECT NAME (ALL CAPS)
	informational phone #
	completion date
<i>Better Schools. Safer Streets. Stronger Neighborhoods.</i>	
Department of Public Works	Mayor Brandon M. Scott

SC-10 AS-BUILT SUBMITTAL AND WORKING DRAWINGS

Add the following immediately after the last sentence of Standard Specification Section 01 78 39, PROJECT RECORD DOCUMENTS, paragraph C:

1. The Contractor shall furnish to the City and Engineer for review and acceptance, a complete set of final as-built drawings that include, but are not limited to, the building floor plan; the property site plan; complete drawings of mechanical, electrical, and plumbing systems; and any and all such drawings as necessary to illustrate all changes to the Contract Drawings and to document all completed work.
2. Within 14 calendar days of receiving all the as-built drawings, the City and Engineer may submit comments, additions, and corrections to the Contractor, who shall execute the changes to the as-built drawings promptly, and return the corrected as-built drawings for review and acceptance.
3. Final as-built drawings shall be sealed by a Maryland-registered Architect or Engineer, as appropriate, attesting to the completeness and accuracy of the drawings.
4. The Contractor shall furnish to the City and Engineer for review and acceptance, a version of the as-built drawings in digital format, assumed to be compatible with AutoCAD version 2022, or another format mutually agreed with the City and Engineer.

SC-11 PUBLIC NOTIFICATION FOR SCHEDULED UNDERGROUND UTILITY WORK

When underground utility work is scheduled on or adjacent to private property, the Contractor shall prepare and distribute the attached notification to those residences, institutions and businesses that will be impacted by the work. Neighbors on the fringes of the work who might have the slightest chance of being impacted should also receive a notice.

Instances requiring 72-hour or more notification:

- ◆ Scheduled and unscheduled contract work,

- ◆ Water outages,
- ◆ Possible or expected discolored water,
- ◆ Possible or expected low water pressure,
- ◆ Paving disturbances – sidewalks, streets and alleys,
- ◆ Removal of vegetation including lawns, shrubs and trees,
- ◆ Street closures and detours,
- ◆ Barriers to vehicles and pedestrians,
- ◆ The erection of temporary structures or temporary mains,
- ◆ Loud noise - especially near institutions, e.g. schools and churches, and at night,
- ◆ Other circumstances where a courtesy or safety notification may be in order.

The attached notification is required, except in case of water emergencies, and must be distributed **at least one week in advance, preferably two weeks in advance** of the start of the work, due to the potential to disrupt activities at the Patterson High/Middle School located across the street from the area of work.

Water emergencies are generally defined as:

- ◆ Unanticipated damage on a main, valve, hydrant or drain requiring immediate attention,
- ◆ Flooding of public or private property,
- ◆ Work related to immediate public safety and health considerations. (This would include sewage overflows, hydrant work where backup protection is unavailable, off-site valve repair or replacement to address a shutdown on a broken main, etc.)
- ◆ Action related to providing immediate assistance to other agencies or utilities. (This would include aid to BGE, Trigen, City and County Fire Departments as emergencies warrant, such as gas and steam leaks, fires, train derailments, etc.)

It shall be the Contractor's responsibility through the Engineer, to notify in writing all consumers affected, and provide them with an emergency phone number and contact person. The Contractor may need to re-notify those consumers, once the water outage ends and just before they are returned to regular service and shall direct them to flush their in-house plumbing by running water and temporarily removing aerators, after they are returned to regular service. In addition, the Contractor shall:

1. Notify and e-mail the completed UTILITY WORK NOTIFICATION form and the temporary water plans to Chief James Wallace of the Baltimore City Fire Dept. at: Paul.Demme@baltimorecity.gov.
2. Provide the Engineer with any information to be provided along with the notifications for prior approval by the Engineer.
3. Provide the Engineer with a list confirming the number, locations, and dates the notifications were delivered, of which the Engineer will verify.

Unless otherwise directed, the Contractor will be responsible for distributing all notices to consumers as well as other City entities for the duration of this contract, and the cost for the same shall be considered incidental to the utility bid item(s) in this Contract. If one or more shutoff valves do not work, additional valves may need to be operated to achieve the complete shutdown. In such case, the Contractor shall be required to notify any and all consumers at no extra cost to the City.



Brandon M. Scott
Mayor

OFFICE OF ENGINEERING AND CONSTRUCTION



JASON W. MITCHELL
DIRECTOR

UTILITY WORK NOTIFICATION

Dear Property Owner/Resident:

The City of Baltimore's Office of Engineering and Construction will be performing important utility work in your area. The work to be performed consists of emergency repairs/planned maintenance/urgent need repairs/planned capital work for the storm, water or sanitary utility.

PARKING RESTRICTIONS WILL BE IN EFFECT FOR THE DATE, TIME, AND ADDRESS LISTED.

Date:		
Time:		
Address and Zip:		
City Council District:		
Police District:		
Description of Work To Be Completed:		
Contact Person:	Name:	Contact Information:
Project #:		
Contractor:		

If water service is interrupted during the performance of this work, you may experience discolored or cloudy water. Once service is restored, it would be beneficial to open a tap in the basement of your property and let the water run. This should clear the water within five to ten minutes.

If you have any questions about this project, or if your water does not clear, please call (410) 396-3440 Monday through Friday between 8:30 a.m. and 4:30 p.m. **If you have a residential disability parking permit, please call Phillip Chery, at (410) 396-3330 for any questions. Please call 311 (in Baltimore City) or (410) 396-5352 (in Baltimore County) for weekend and after-hours concerns or for service requests.**

While we endeavor to do everything we can to make operations run smoothly and with minimum disruptions for you and your neighbors, there are times when that will not be possible due to the nature of our work. We do want to hear from you whether it is a suggestion on how we can improve our work or to acknowledge a successful outcome. Thank you in advance for your patience.

SC-12 STEEL PLATE POLICY

- A. All excavations and trenches shall be protected by steel plates at the end of each workday. “STEEL PLATES AHEAD” warning signs shall be displayed in advance, when the steel plates are placed in streets open to public traffic.
- B. Unless otherwise specified or directed, all Steel Plates shall be installed in accordance with Baltimore City Standard Detail BC 576.17-1, or the latest revision thereto. All Steel Plates or temporary paving patches shall be clearly marked so that ownership is easily discernible.
- C. Steel plates shall not be used in lieu of temporary paving. No steel plates shall be kept in place for an extended period of time, unless authorized by the Engineer in writing. Those steel plates that need to be in place for an extended period of time shall be recessed such that the top of the plate is flush with the existing pavement, as per Baltimore City Standard Detail BC 576.17-2.

SC-13 SELECTED BACKFILL

Supplement Standard Specification Section 31 23 23.13, SELECTED BACKFILL, with the following:

For excavation in roadways, the Contractor shall not use the material excavated from utility trenches as backfill material, unless directed otherwise by the Engineer. All other requirements of Specification Section 31 23 33, TRENCHING AND BACKFILLING, POINT EXCAVATION AND BACKFILL, shall apply to utility trenches.

PART 3 EXECUTION:

The use of No. 57 stone shall be limited to the water main related work within the Contract, unless directed otherwise by the Engineer:

For all new water mains related work in this Contract, the Contractor shall use No. 57 stone as a pipe bedding material for 6 inches below the pipe and up to 12-inches above the top of pipe, under valves in roadway boxes, and any appurtenances. From 12-inches above the top of pipe to sub-grade, Crusher Run Aggregate CR-6 shall be used, and placed and compacted in accordance with the Baltimore City Standard Specifications and Details. The Contractor shall follow the Baltimore City Standard Details for use of No. 57 stone for all fire hydrant installations.

All open trenches behind the curb shall be backfilled with existing excavated materials and compacted in place. The backfill shall not contain any rocks larger than six (6) inches in size.

PART 4 MEASUREMENT AND PAYMENT:

Selected Backfill using No. 57 Stone or using Crusher Run Aggregate CR-6, for work performed in accordance with this Special Condition and within the limit of proposed water main work shall not be measured, but will be considered incidental to the appropriate utility bid item in this Contract, and will include all labor, tools, material, equipment, compaction, and incidentals necessary to complete the Work.

SC-14 STREET CUT AND RESTORATION OF PAVEMENT POLICY AND PAYMENT

Supplement Standard Specification Section 32 01 30.10, PATCH EXISTING PAVEMENT AND RESET UTILITY SERVICES with the following:

For permanent pavement restoration due to utility trench excavation, the Contractor shall not use the surface course restoration section for an Overall Condition Index (OCI) of 3, 4, or 5, unless directed otherwise by the Engineer. All roadways within the City shall be considered to have an Overall Condition Index (OCI) of 1 or 2, or a "Revised" paving status. All other requirements of Baltimore City Standard Specification Section 32 01 30.10 shall apply.

A. PERMANENT PAVEMENT RESTORATION

Permanent restoration of pavement cuts in flexible (HMA) pavement and flexible surface for pavement with rigid base (composite pavement), shall be in accordance with the Standard Details BC 576.19-1 – BC 576.19-2 and BC 576.20-1 - BC 576.20-2 as modified herein.

For all streets with flexible pavement surfaces, additional milling and resurfacing shall be required to extend the limits of the new HMA surface course beyond the limits of the full depth patch repair, in accordance with Standard Detail BC 576.19-2.

All permanent restoration of rigid pavement, including bus stopping pads, shall be in accordance with the Standard Details BC 500.13 and BC 576.18 – BC 576.18-2 included herein.

Permanent restoration/replacement of rigid pavement in alleys and driveways shall be in accordance with the Standard Details BC 500.01, BC 500.11 and BC 500.12 included herein.

Replaced paving materials and their thickness shall match existing.

Guidelines for Hot Mix Asphalt (HMA) Pavement Sections:

- 1) Neighborhood Streets - No truck traffic (typical section):
 - 2" HMA Superpave 9.5 mm PG 64-22 for Surface Level 2 (Surface Course)
 - 5" HMA Superpave 19.0 mm PG 64-22 for base Level 2 (Base Course) – (2 lifts of 2.5")
 - 6" CR-6*
- 2) Major Routes with truck traffic (typical section):
 - 2" HMA Superpave 12.5 mm PG 64-22 for Surface Level 2 (Surface Course)
 - 7" HMA Superpave 19.0 mm PG 64-22 for base Level 2 (Base Course) – (2 lifts of 3.5")
 - 12" CR-6 (2 lifts of 6")*
- 3) Industrial Area (typical section):
 - 2" HMA Superpave 12.5 mm PG 64-22 for Surface Level 2 (Surface Course)
 - 7" HMA Superpave 25.0 mm PG 64-22 for base Level 2 (Base Course) – (2 lifts of 3.5")
 - 12" CR-6 (2 lifts of 6")*

* For pavement outside the planned utility trench, as directed by the Engineer.
Wedge and level if required. Use HMA Superpave 9.5 mm for wedge and level.

NOTE 1: HMA Superpave 19.0 mm PG 64-22 for base Level 2 (base) can be compacted a minimum of 2.0" to a maximum of 4.0" lift thickness (desired lift thickness is 3").

NOTE 2: Neighborhood Streets and Major Routes shall be as identified in the Contract Drawings, or as directed by the Engineer. Per City DOT, roads classified as primary and/or secondary are considered "major routes"; tertiary roads are considered "Neighborhood Streets".

NOTE 3: Any pavement cut 5'x5' or less in size shall be considered as "Intermittent Utility Cuts". The Contractor shall follow the appropriate pavement restoration for "Trench Repair" and "Intermittent Utility Cuts".

B. MEASUREMENT AND PAYMENT

For all permanent pavement restoration for installation of water supply services (WSS), ductile iron pipe and fittings, including 6" hydrant leads, the measurement shall not exceed the "Trench Width for WSS and Ductile Iron Pipe and Fittings" as specified below, plus the appropriate cut backs as specified in the Standard Detail BC 576.19-1 and BC 576.20-1.

TRENCH WIDTH FOR WSS & DUCTILE IRON PIPE AND FITTINGS	
Nominal Pipe Size (in.)	Maximum Trench Pay Width (in.)
½ to 2	24
4	28
6	30
8	32
10	34
12	36
16	40
20	44
24	48
30	54
36	60

- 1) All temporary pavement restorations for any water main work in this Contract shall not be measured but shall be considered incidental to all utility bid items.

C. SPECIAL REQUIREMENTS FOR PAVEMENT RESTORATION

Supplement Standard Specification Sections 32 01 29.64, 32 01 30.10, 32 12 16.13, and 32 13 13.33 with the following:

1. Upon completion of the permanent patch or resurfacing, the surface shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities and shall not separate from existing adjacent pavement.

2. The Contractor shall have available, at all times, a ten feet (10') straightedge approved by the Engineer. After final compaction of each course, the surface of each pavement course shall be true to the established line and grade and shall be sufficiently smooth so that when tested with a ten feet (10') straightedge placed upon the surface parallel with the center line, the surface shall not deviate more than one-eighth inch (1/8"). The transverse slope of the finished surface of each course when tested with a ten feet (10') straightedge placed perpendicular to the centerline, the surface shall not deviate more than three sixteenths inch (3/16").
3. Transverse joints on each course shall be checked with a ten feet (10') straightedge immediately after the initial rolling. If the surface of each course varies more than one eighth inch (1/8") from true, the Contractor shall make immediate corrections acceptable to the Engineer so that the finished joint surface shall comply.
4. Patches and other resurfacing work shall have a cross (transverse) slope consistent with the design of the existing roadway. Positive drainage shall be maintained to existing condition or better along all directions of the roadway to the intended curb line or drainage structure. Paving over existing gutter pan shall not alter the drainage pattern along the curb line, cover any existing drainage or underdrain outlets and/or result in overtopping of the curb.
5. For all curb to curb paving in this Contract, the Contractor shall perform pre and post- construction topographic survey of top of curb, edge of pavement and centerline of the roadway as necessary and as directed by the Engineer. All costs shall be considered incidental to the appropriate paving bid item in this Contract.
6. Repair due to unacceptable and rejected patching and resurfacing of the roadway by the Contractor shall be remedied by the Contractor at no extra cost to the City.

SC-15 TEMPORARY PAVEMENT

The Contractor shall maintain temporary pavement at any disturbed areas for no longer than 45 days following completion of construction activities.

Supplement Section 32 12 16.15, HOT MIX ASPHALT (HMA) FOR MAINTENANCE OF TRAFFIC, with the following:

PART 2 PRODUCTS

When Hot Mix Asphalt (HMA) is not available, the Contractor shall use high performance cold mix asphalt, approved by the Engineer. The Contractor to provide shop drawing/catalog cut sheet for approval by the Engineer.

High Performance Cold Mix Asphalt:

Composed of approved suitable aggregate, plant mixed with approved asphaltic liquid blend following blend manufacturer's specifications.

- a. Final mix:
 - 1) Stripping resistance of retained coating minimum 75% when testing to ASTM-D-1664, latest revision.
 - 2) Remain flexible and cohesive to minus fifteen degrees F (-26 degrees C).

- 3) Homogeneous, free of lumps.
- 4) Retain its adhesive qualities in wet applications.
- b. Acceptable aggregate: Consist of 10% crushed stone or laboratory approved equivalent under ASTM C-136.

Recommended Gradation:

Sieve Size	Percent Passing by Weight
3/8"	90-100%
#4	20-55%
#8	5-30%
#16	0-10%
#50	0-5%
#200	0-2%

PART 3 EXECUTION

3.17 TEMPORARY PAVEMENT

A. Place temporary pavement as specified herein unless directed otherwise by the Engineer:

- 1) The Contractor shall backfill the utility cut or trench using approved backfill materials as specified in this contract specifications, up to temporary paving sub-base.
- 2) From sub-base to the finished grade, place and compact Hot Mix Asphalt (HMA), or Engineer approved high performance Cold Mix Asphalt, in one 3" lift, to match the existing grade.
- a. Stockpiling of high performance cold mix asphalt will be permitted provided it is stored in manner to prevent infiltration of deleterious material and not longer than one (1) month from date of mixing.
- b. Compact high performance cold mix asphalt using uniform tamping equipment.
- c. If permanent pavement replacement is not completed before December 1, replace all cold mix with hot mix asphalt bituminous concrete mix.
 - 3) Provide hot mix asphalt for temporary curb and gutter, walks, and driveways.
 - 4) Mark temporary pavement repairs in all roads with blue paint for water or water and sewer, and green paint for sewer in 4 inch high letters with the Contractor's name.
 - 5) Maintain temporary pavement in condition acceptable to Engineer until permanent pavement is placed, which shall be accomplished within 45 days of all utility work completion on any street. The only exception will be for weather related issues for which prior approval of the Resident Engineer is required.
 - 6) If temporary pavement becomes defective and creates an emergency, commence repair to rectify situation within one (1) hour after notification by the Engineer or Engineer may arrange to have Work performed by others and deduct costs of corrective measures from monies owed by the Contractor.

PART 4 MEASUREMENT AND PAYMENT

Temporary pavement using hot mix asphalt (HMA) or high performance cold mix asphalt shall not be measured, but will be considered incidental to all appropriate utility bid items in this Contract.

SC-16 PERMANENT PAVING RESTORATION

Permanent pavement installation and pavement repair shall be completed in accordance with the Contract Drawings and Standard Details. The Contractor shall maintain temporary patches or plates as indicated below for no longer than 45 days following completion of construction activities.

All temporary patches of pavement and sidewalk cuts shall be promptly stenciled, which shall include the Contractor's name and patch installation date, and shall be kept properly identified until permanent restoration is performed. Temporary patches must be maintained at grade, in a condition acceptable to the Resident Engineer. If steel plates are utilized, they must be installed in accordance with Baltimore City Revised Standard BC-576.17.

Failure to comply with DOT's street/sidewalk restoration policies may result in violation notices issued by DOT, along with the imposition of fines. Any fines assessed must be paid in a timely manner and all cost shall be borne solely by the Contractor. Unpaid fines may be withheld from pay requests and monthly estimates.

DPW reserves the right to perform and complete permanent paving restoration on its own should the Contractor fail to complete pavement and/or sidewalk restorations in a timely and efficient manner as determined by DPW. Any costs incurred by DPW to complete pavement and/or sidewalk restorations may be withheld and/or recovered from the Contractor's approved monthly estimates upon formal notification from DPW.

SC-17 STREET LIGHTING

In the event a street light must be removed for construction purposes, the Contractor shall notify the Street Lighting Maintenance Section of the Baltimore City Department of Transportation, the Transportation Engineering and Construction Division, at 410-396-4446, to schedule and complete that item of work. The Contractor shall provide at least fourteen (14) days notice. The Contractor must provide temporary lighting prior to the removal of the street lights. The Contractor will be responsible for the installation, maintenance and removal of the temporary lights and related equipment. The Contractor must provide power for any temporary lights installed. All temporary lights must be in service prior to the removal of the street lights and remain in service until the street lights are reinstalled and operating.

The Contractor shall be responsible for maintaining the street light cable during construction. If any crossings are removed or damaged, the Contractor must replace the crossing per current City standards at no cost to the City. If a street lighting duct or cable is hit, the Contractor shall immediately notify Street Lighting Maintenance, at 410-396-4446 and Mr. Eric Barger of Baltimore Gas and Electric Company (BGE), at 410-859-9466. If a street light pole base or pole is damaged during construction, it must be replaced per current City standards at no cost to the City.

All street lighting related work must be done in coordination with the Street Lighting Maintenance Section of the Baltimore City Department of Transportation, the Transportation Engineering and Construction Division, and the Baltimore Gas and Electric Company.

SC-18 SUPPORT AND/OR PROTECTION OF EXISTING UTILITIES

The Contractor shall support street light poles adjacent to the excavation and all existing utilities within the limits of excavation. Should any utility and/or utility structure, in the opinion of the Contractor and verified by the Engineer, be impacted by the Contractor's work, the utility shall be supported, protected and/or temporarily relocated as needed to maintain service and accommodate the Contractor's work without cost to the City. Refer to Standard Specification Sections 01 76 04, UTILITIES, 01 76 05, REMOVAL OF OBSTRUCTIONS, and 01 76 06, PROTECTION, SHIFTING, OR REMOVAL OF STRUCTURES BY OWNERS OF SAME for additional requirements.

Fourteen (14) working days prior to starting excavation, the Contractor shall submit to the Engineer the proposed method of utility support for review and acceptance.

No separate payment will be made for the cost of temporary or permanent support and/or protection of existing utilities over, under or adjacent to the excavations for proposed work. All work, materials, labor, or other costs associated with temporary or permanent support and/or protection of existing utilities will be considered incidental to the work required under this Contract.

Bracing of utilities or utility poles (other than BGE poles) shall be designed by a Maryland Registered Professional Engineer, and the bracing plan submitted to the Engineer for review and acceptance. Bracing of utility poles will not be measured for payment and shall be considered incidental to the work.

The Contractor must notify BGE at least 4 weeks in advance to support BGE poles affected by his work. BGE will brace the poles at no cost to the Contractor. Contact Shaahin Bahmani at 410-470-7868 or 410-672-0232.

SC-19 SCHEDULES AND REPORTS

Specification Section 01 32 16 of the Standard Specifications concerning the provision and periodic updating of progress schedules, and coordination with the approved schedule of values applies to this project.

SC-20 REVISIONS TO THE ASPHALT PAVING SPECIFICATIONS

Supplement Standard Specification Section 32 12 16.13 of the Standard Specifications with the following:

2.1 MATERIALS

References to the following draft or provisional standards shall be substituted as follows:

- AASHTO MP1 shall be M320
- Binder ETG draft shall be PP42
- AASHTO MP2 shall be M323
- AASHTO PP28 shall be R35
- AASHTO TP4 shall be AASHTO T 312
- Reference of RAP less than 15 percent should read less than 20 percent.

3.11 SAMPLING AND TESTING FOR DENSITY

Delete in its entirety and replace with the following:

3.11 SAMPLING AND TESTING FOR DENSITY AND MIXTURE

Mixture sampling shall be performed before the material is compacted. Density testing shall be performed before allowing traffic or construction equipment on the placed mat and before the placement of the next lift. All sampling will be done by the Contractor. Quality Control testing will be performed by the Contractor. Acceptance testing will be performed by the City. All tests shall be performed by Certified Technicians and Testers in accordance with MSMT 731.

A. Mixture Sampling

An HMA mixture lot size is approximately equal to 6000 tons of a mix per project. A mix lot ends on the day when 6000 tons is reached. A mixture subplot size shall not exceed 1000 tons. A subplot size up to 200 tons can be combined with the previous 1000 ton subplot placed on the same day. A mix lot constitutes all sublots of a mix created during the production of required tonnage for a lot as defined herein. A new lot number for a mix will be given when there is a change in the approved job mix formula. Samples shall be obtained from the mat behind the paver in accordance with MSMT 457, Sampling HMA Prior to Compaction, as witnessed by the Engineer. A minimum of two samples per mixture subplot, shall be obtained. The Contractor shall retain half of the mixture samples for Quality Control testing and the Engineer will take possession of the remaining mixture samples for acceptance testing.

1. Quality Control Testing

The Contractor shall test a minimum of one mix sample per subplot in conformance with MSMT 735 for asphalt content and gradation after each days paving operation and make the results available to the Engineer within five (5) working days.

2. Acceptance Testing

The Engineer will test mixture samples in conformance with MSMT 735 for asphalt content, gradation, and volumetrics. The Engineer may accept quality control test data without comparing them with acceptance data based on the Contractor's past quality control and performance history.

Acceptance testing of these mixture samples will be in conformance with MSMT 735, Table 2. Mixture acceptance will be based on a composite percent within Specification limits (CMPWSL) of the lot based on asphalt content, voids total mix (VTM), percent passing No 4, No. 8, and No. 200 sieve material for dense mixes and gap-graded mixes.

B. Compaction Testing

An HMA compaction lot size shall equal one paving day's production per mix. A lot shall be divided into a minimum of five equal sublots. A subplot shall not be greater than 500 tons. When a paving day's production per mix is greater than 2500 tons, then each subplot size shall be 500 tons or fraction thereof. Core locations shall be selected by the Engineer in

conformance with MSMT 459 and taken by the Contractor in conformance with MSMT 458, as witnessed by the Engineer. The diameter of the cores shall be 6 in. except that a 4 in. core may be used for mixes smaller than 25 mm. Additional core locations for acceptance testing can be selected by the Engineer outside of the standard paving width.

A minimum of two cores per subplot shall be taken. The Contractor shall retain half of the cores for Quality Control testing and the Engineer will take possession of the remaining cores for acceptance testing.

1. Quality Control Testing

The Contractor shall test at a minimum one core per lift, per mix design, per daily occurrence, in accordance with MSMT 452. The Contractor shall make quality control test data available to the Engineer no later than the beginning of the next paving day.

The Contractor may use a density gauge to perform additional Quality Control checks. The Contractor, when using a density gauge shall perform daily validations and standard counts as recommended by the manufacturer. A log of these validations and counts shall be with the gauge at all times.

Refer to the appropriate Special Condition CONTRACTOR'S QUALITY CONTROL.

2. Acceptance Testing.

The Engineer will take immediate possession of the cores after taken and deliver the cores to the Laboratory. The Engineer will note any density waivers on the daily field density forms with remarks for the waivers.

The Laboratory will test core samples in conformance with MSMT 452. The specific gravity of the core samples will be expressed as a percentage of the maximum specific gravity determined for mixture for each day's placement. When more than one mixture sample is obtained per day's placement, an average of all maximum specific gravity tests for the day will be used for the determination of percent compaction of each core sample.

HMA compaction lots will be evaluated for compaction compliance (density) using the Engineer's acceptance test data and the Contractor's quality control data based on the core method. The Contractor's quality control test data for compaction for core method will be included in the acceptance based on the analysis in conformance with MSMT 733 (F test and t test method). All test data for a given subplot and lot shall be within 92.0 and 97.0 percent of maximum theoretical density. The process for determining statistical outliers will be in conformance with MSMT 734.

On projects when a lift thickness is less than 3/4 in., the lift shall be tested by a density gauge only and payment for this lift will be based upon the Contractor's quality control test data. The Engineer will select test location for the density gauge in conformance with MSMT 459 and witness the Contractor's testing. The Engineer will verify the Contractor's data by testing with a density gauge at random locations.

4.2 PRICE ADJUSTMENT FOR ASPHALT BINDER

Delete in its entirety and replace with the following:

4.2 PRICE ADJUSTMENT FOR ASPHALT BINDER

Standard Specification Section 32 12 16.13 requirements and revisions shall apply. However, there will be no cost adjustment for any asphalt items.

SC-21 EXPERIENCE REQUIREMENTS FOR GPS USE

- A. Individual(s) involved in collecting the spatial data utilizing GPS technologies shall have adequate surveying experience and training. The training shall cover at the minimum, the basics of GPS theory, field receiver operation, differential correction, and data documentation. Prior knowledge of sources of error, the proper uses of GPS, and limitations will help ensure that quality spatial data is obtained with GPS receivers.
- B. The data collection by GPS and/or conventional ground survey must be supervised, and the post processed data must be reviewed and endorsed, by an employee who is Professional Land Surveyor registered in the State of Maryland. With each “as-built” submittal, the Contractor shall submit a cover letter certifying that the data submitted meets or exceeds the requirements set forth in the Contract Documents. This letter shall be signed and sealed by the Professional Land Surveyor who supervised the data collection and reviewed the post processed data.
- C. Upon request from the Engineer, the Contractor may be required to submit a report on the accuracy of the data collected. The report shall include the post processing accuracy level of all coordinates.

SC-22 MATERIAL TO BE SUPPLIED BY BALTIMORE CITY

The Contractor will be responsible for furnishing and installing all materials for this Contract, with the following exception(s);

- 1. Existing lockers in the men’s and womens locker rooms shall be removed by the Contractor and reused in the new locker rooms.
- 2. Existing shelving in the Warehouse, including large, heavy duty pallet racks and smaller shelving units, shall be relocated by the Contractor and installed by the Contractor in the new locations in accordance with the Manufacturer’s recommendations.
- 3. Existing surveillance camera throughout the building complex will be removed and reinstalled by the Baltimore City Department of General Services, or by their subcontractors.
- 4. Electric Vehicle (EV) chargers will be provided by the Baltimore City Department of General Services, or by their subcontractors, and installed by the Contractor at the locations indicated by the Contract Documents, in accordance with the Manufacturer’s recommendations.

C. CONSTRUCTION DETAILS AND MATERIALS

In this section, requirements will be given to revise, and/or supplement articles of the Standard Specifications. The Contractor is reminded that he must abide by all the articles of the Standard Specifications, unless directed otherwise by the Contract Documents or by the Engineer.

ITEM 107: CIVIL SITE IMPROVEMENTS

CONCRETE SIDEWALKS (Section 32 13 13.14)

Supplement with the following:

PART 1 GENERAL

1.1 Description

Delete the description requirements of sections 32 13 13.14 and replace with the following:

This work shall consist of constructing concrete sidewalks and sidewalk ramps as specified in the Contract Documents or as directed by the Engineer.

This item shall also consist of adjusting manholes and/or utility stacks to final grade, removing and resetting frames and covers, removal and disposal of unsuitable materials/debris, minor grade adjustments, and other repairs as directed by the Engineer. This item covers all structures located behind the curb outside of roadway pavements.

PART 2 PRODUCTS

2.1 Materials

Delete sub-section D.

PART 3 EXECUTION

Delete section 3.2 Hot Mix Asphalt (HMA) Sidewalks.

Please refer to Baltimore City Standard Details BC 655.01, BC 655.05, BC 655.11, BC 655.12, and BC 655.13 for additional information on Concrete Sidewalks.

Contractor shall be responsible for protection of any existing trees in the sidewalk area.

PART 4 MEASUREMENT AND PAYMENT

Delete entirely replace with the following

Concrete Sidewalks will be paid for as part of the Lump Sum price for Item 107, Civil Site Improvements, including finished surface and sidewalk ramps. The payment will be full compensation for all excavation, backfill, disposal of excess or unsuitable material, forms,

reinforcement when specified, joints, sealer, compaction, curing, finishing and for all material, labour, equipment, tool and incidentals necessary to complete the Work.

All labor, material and equipment for maintenance of traffic shall be included in the unit price bid for Item 107, Civil Site Improvements.

The number of utility adjustments will not be measured but will be considered incidental to the cost of Item 107, Civil Site Improvements. Expansion Joint Material will not be measured for payment but will be incidental this item.

The Contractor is responsible for construction of the pedestrian ramps to ensure that they are ADA compliant, and the cost shall be considered incidental. If any obstruction or spatial confinements exist that do not allow for ADA compliance, the Contractor shall notify the City to request a design exception.

UNIT PAVERS

PART 1 GENERAL

1.1 Description

This item shall consist of labor, equipment, materials and incidentals to furnish and install unit pavers as shown on the standard details or as directed by the Engineer. These items shall include the construction of sidewalks, pedestrian ramps, driveway aprons, and any other masonry work as required to place pavers.

This item shall also consist of adjusting manholes and/or utility stacks to final grade, removing and resetting frames and covers, removal and disposal of unsuitable materials/debris, minor grade adjustments, and other repairs as directed by the Engineer. This item covers all structures located behind the curb outside of roadway pavements.

PART 2 PRODUCTS

2.1 Materials

Brick Pavers:

Type A - The pavers color and finish shall match the specification of the "Downtown Baltimore Streetscape Guidelines" or as directed by the Engineer. Pavers to be supplied by one of the following manufactures:

- (a) Pavers 4" x 8" x 2¼" color blend to be Pathway Firing Range as manufactured by: Pine Hall Brick Pavers, 2701 Shorefair Drive, P.O. Box 11044, Winston-Salem, NC 27116-1044. (800)334-8686,
- (b) Pavers 4" x 8" x 2¼" color blend to be Cypress Extruded Power as manufactured by: Glen Gery Corporation, 1166 Spring Street, P.O. Box 7001, Wyomissing, PA 19610-6001. (610)374-4011.
- (c) Pavers 4" x 8" x 2¼" color blend to be Windsor as manufactured by: Watsontown Brick Company, P.O. Box 68, Route 405, Watsontown, PA 17777-0068. (570) 538~2555.

(d) Or approved equal.

Type B - The pavers color and finish shall match the specification of the "Downtown Baltimore Streetscape Guidelines" or as directed by the Engineer. Pavers to be supplied by one of the following manufactures:

- (a) Pavers 4" x 8" x 2¼" Pedestrian Detectable Brick, color blend to be Firing Range as Manufactured by: Pine Hall Brick Paver, 2701 Shorefair Drive, P.O. Box 11044, Winston-Salem, NC 27116-1044. (800) 334-8686.
- (b) Pavers 4" x 8" x 2¼" Pedestrian Detectable Pavers, color blend available upon request as manufactured by: Whitacre-Greer, 1400 S. Mahoning Ave., Alliance, OH 44601. (800) 947-2837.
- (c) Pavers 4" x 8" x 2¼" Pedestrian Detectable Pavers, color blend available upon request as manufactured by: Belden Brick Co., P.O. Box 20910, Canton, OH. 44701. (330)-456.0031.
- (d) Or approved equal.

Type C - Pavers shall be 4" x 8" x 2¼" Double Four Paver w/false joint, color blend to be Firing Range of the following manufactures:

- (a) Pine Hall Brick Paver, 2701 Shorefair Drive, P.O. Box 11044, Winston-Salem, NC 27116-1044. (800) 334-8686.
- (b) Whitacre-Greer, 1400 S. Mahoning Ave., Alliance, OH 44601. (800) 947-2837.
- (c) Belden Brick Co., P.O. Box 20910, Canton, OH. 44701. (330) 456-0031.
- (d) Or approved equal

Concrete Pavers:

The pavers color and finish shall match the specification of the "Downtown Baltimore Streetscape Guidelines" or as directed by the Engineer. Pavers to be supplied by one of the following manufactures:

- (a) Pavers shall be Tumbled Preset concrete pavers, 6"x 6"x 2⅜", in Chocolate/Tan blend as manufactured by Hanover Architectural Products, 240 Bender Road, Hanover, PA 17331. (717) 637-0500.
- (b) Pavers 6" x 6" x 2⅜" in Country Manor, Buff blend as manufactured by Anchor Concrete, 1913 Atlantic Ave., Manasquan, NJ, 08736. (800) 682-5625.
- (c) Pavers 5 7/16" x 5 7/16" x 2 3/8" in Square, Plaza Stone Series as manufactured by Pavestone Company, 4835 LBJ Freeway, Suite 700, Dallas, TX 75244. (972) 404-0400.
- (d) Or approved equal

Bituminous Setting Bed: Dried fine aggregate shall be combined with hot asphalt cement and the mix shall be heated to approximately 300 degrees F at an asphalt plant. The approximate proportion of materials shall be 7 percent cement asphalt and 93 percent fine aggregate. The Contractor shall determine the exact proportions of materials to produce the best possible mixture for construction of the bituminous setting bed to meet construction requirements.

Neoprene Modified Asphalt Adhesive: Adhesive shall consist of 2% neoprene (Grade WMI) oxidized asphalt with a 155 degree F softening point (80 percent penetration) and 10% asbestos free fibers.

Joint Filler Material: Joint filler shall be dry mixture of three (3) parts sand in accordance with Standard Specification 901.01, Type M45 Mortar Sand and one (1) part colored Portland cement to match the color of the pavers. The moisture content of the joint filler material shall not exceed 12%. Stock piles shall be covered each day after construction and during each precipitation event so that this moisture content is not exceeded at any time. The joint filler shall be free of contaminants which would cause efflorescence or staining.

Tack coat shall conform to AASHTO Designation T59.

PART 3 – EXECUTION

General Requirements:

- (a) Prior to sidewalk construction the Contractor must coordinate with the City regarding the placement of parking meters and foundations.
- (b) Prior to placing pavers, a pre-installation meeting shall be held. The pre-installation meeting will be held to coordinate the placement of the paver patterns. For the pre-installation meeting the Contractor shall construct a 5 ft x 5 ft sample panel of each typical section of walk. The sample panels shall remain until all paving is in place and approved by the Engineer. The Contractor shall not place any pavers on the adhesive setting bed until receiving written approval from the Engineer.
- (c) Do not use pavers with chips, frogs, cracks, voids, discolorations, and other defects which might be visible or cause staining in the finished work.
- (d) Use full units without cutting wherever possible. Where necessary, Contractor shall cut pavers with motor driven saw equipment designed to cut masonry with clean, sharp, un-chipped edges. Cut units as required to provide the pattern shown and to fit adjoining work neatly. Full/half pavers shall be placed behind curb face where necessary and cut pavers shall always abut buildings.
- (e) Set pavers in the patterns shown on Contract drawings with uniform hand tight joints.
- (f) Maintain surface plane for finished paver floors not exceeding a tolerance of 1/8 inches in ten feet when tested with a ten-foot straightedge.
- (g) Use the paver face which matches the color of adjacent pavers to yield the tightest color range possible.

Installation Procedure:

Refer to Baltimore City Standard Details BC 655.10 thru BC 655.13 for additional information on Unit Pavers.

- (a) Construct concrete foundation pavement on existing walk sub-base or Graded Aggregate Sub-Base Material providing expansion joints in the concrete foundation pavement as directed by the Engineer. The concrete foundation shall be constructed to the lines and grades specified on the plans. All expansion joints shall have load transfer assemblies.

Concrete foundation slab is to be constructed on graded aggregate sub-base to the lines and grades shown on the Plans.

- (b) Bituminous material for tack coat shall be provided between the concrete foundation slab and the bituminous setting bed. The tack coat shall completely cover the concrete foundation slab.
- (c) Over the concrete foundation, install the bituminous setting bed by placing 3/4in. deep control bars directly on the deck. If grades must be adjusted, set wood chocks under the depth control bars to the proper grade. Set two (2) bars parallel to each other approximately eleven (11) feet apart to serve as guides for the striking board. The depth control bars must be set carefully to bring the pavers, when laid, to proper grade. Place the bituminous bed between the parallel depth control bars. Pull this bed with the striking board over these bars several times. After each passage, low porous spots must be showered with fresh bituminous material to produce a smooth, firm and even setting bed. As soon as this initial panel is completed, advance the first bar to the next position in readiness for striking the next panel. Carefully fill up any depressions that remain after removing the depth control bars and wood chocks.

The setting bed shall be rolled while hot with a power roller to a nominal depth of 3/4 in.

The elevation shall be adjusted so that when the pavers are placed, the top surface of the pavers will be at the required finished grade.

- (d) A coating of 2 percent neoprene modified asphalt adhesive shall be applied by mopping or squeegee or toweling over the top surface of the bituminous setting bed so as to provide a bond under the pavers. If it is toweled, the trowel shall be serrated with serrations not to exceed 1/16 in. When the modified asphalt adhesive is dry to the touch, carefully place the pavers by hand in straight courses with hand tight joints and uniform top surface. Good alignment must be kept, and the pattern shall be that shown on the plans. Use string lines as necessary to keep pattern straight and true as shown on the plans.
- (e) Newly laid pavers must be protected at all times by panels of plywood on which the installer stands. These panels can be advanced as work progresses. However, the plywood protection must be kept in areas which will be subjected to continued movement of materials and equipment. These precautions must be taken in order to avoid depressions and protect paver alignment. If additional leveling of the pavers is required, and before sweeping in joint filler, roll with a power roller after sufficient heat has built up in the surface from several days of hot weather.
- (f) Provide hand tight joints (0 in. to a maximum 1/18 in.). Sweep a dry mixture of one (1) part colored Portland cement to match the color of the pavers and three (3) parts sand until joints are completely filled. Fog lightly with water. Repeat this process until all joints are filled. Cement stains that remain shall be cleaned with a 10 percent solution of muriatic acid or mortar cleaner.
- (g) Control and expansion joints shall be installed where pavers abut restraining surfaces such as walls, curbs, etc. Install preformed joint filler at locations shown. Extend filler from the bottom of concrete to below the finished surface as detailed. Make splices in the filler in a manner to prevent penetration of concrete between joint faces. Install in the form a water

soaked wood strip of the required dimensions for, after removal, a proper size slot to receive the sealant compound.

PART 4 MEASUREMENT AND PAYMENT

This item will be paid for under Item 107, Civil Site Improvements, for which payment shall be full compensation for utility adjustments, procurement, furnishing and installing pavers, saw-cutting, tack coat, bituminous setting bed, asphalt adhesive, and joint filler, including all materials, tools, equipment, labor to construct the foundation and set the pavers, and incidentals necessary to complete the installation of sidewalks, and pedestrian ramps.

The number of utility adjustments will not be measured but will be considered incidental to the cost of the Item 107, Civil Site Improvements. Expansion Joint Material will not be measured for payment but will be incidental to the cost of Item 107, Civil Site Improvements.

The Contractor is responsible for construction of the pedestrian ramps to ensure that they are ADA compliant, and the cost shall be considered incidental. If any obstruction or spatial confinements exist that do not allow for ADA compliance, the Contractor shall notify the City to request a design exception.

DETECTIBLE WARNING SURFACE

PART 1 GENERAL

Furnish and install detectable warning surfaces. Ensure that the detectable warning surface is in accordance with the most recent accessibility guidelines of the Americans with Disabilities Act (ADA) under Section R304 of the Public Rights-of-Way guidelines. This work also includes the removal and disposal of the existing sidewalk or other materials necessary for the construction and installation of the detectable warning surfaces.

PART 2 PRODUCTS

2.1 Materials

Detectable Warning Surfaces shall be of rigid composition, and shall have minimum 0.8 coefficient of friction when testes with ASTM C 1028. Ensure that detectable warning surface materials meet certification requirements prior to use. Submit the proposed source of supply and the specific product for approval.

PART 3 EXECUTION

Refer to Baltimore City Standard Details BC 655.40 for additional information on Detectible Warning Surface.

The detectable warning system may be either surface applied or cast in place. Install the system according to the manufacturer's recommendations. Unless specifically addressed in the manufacturer's recommendations, remove the existing surface texturing by grinding or other means. Remove all old adhesives and sealants.

The detectable warning surface shall be 24 in. wide in the direction of pedestrian travel and installed for the full width of the curb ramp, landing, or blended transition. Do not bridge or overhang cracks or expansion joints.

Ensure that the vertical edges of the installed system are not more than 0.50 in. above the adjacent surfaces. Place a 2:1 or flatter bevel on edges that are more than 0.25 in. above the adjacent surface. The same edge requirements apply to cut material.

MEASUREMENT AND PAYMENT.

All labor, material and equipment for maintenance of traffic shall be included in the unit price bid for Item 107, Civil Site Improvements.

Detectable Warning Surfaces will be paid for as part of Item 107, Civil Site Improvements. The payment will be full compensation for furnishing, installation, removal and disposal of old treatments, including adhesives and sealants, reapplying, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

ITEM 201: ENGINEER'S OFFICE, TYPE 2 (Section 13 22 00)

Supplement with the following:

PART 1 GENERAL

Add the following:

- 1.2 The Engineer's Office, Type 2 shall be provided based on an assumed duration of twelve (12) months.

PART 3 EXECUTION, 3.5 CONSTRUCTION REQUIREMENTS FOR ALL OFFICES, **Add:**

- U. A color, multifunction inkjet or laser printer with copy and scan capability shall be provided. The Contractor shall also provide all the required accessories and supplies including but not limited to, the ink or toner cartridge for printer, letter size paper, etc, for the duration of the contract. At the end of the contract, the printer and all accessories and supplies shall become the property of the Contractor. If for any reason, the printer fails to operate, the Contractor shall repair or replace within a reasonable time, at no extra cost to the City.

PART 3 EXECUTION, 3.6 MICROCOMPUTER SYSTEM FOR ALL OFFICES, **Delete in its entirety, and replace with the following:**

3.6 COMPUTER HARDWARE AND SOFTWARE FOR ALL OFFICES

- A. All field offices shall be equipped with the personal computer (desktop computer with a monitor, or a laptop computer) with Microsoft Windows 11 operating system or as directed by the Engineer.

- B. The computer shall be equipped with the latest Intel processor, Wi-Fi capabilities, Microsoft Office 2010, Primavera P6 or approved project management software, CD/DVD R/W capabilities, and any other features as directed by the Engineer.
- C. The accessories include, but not limited to, minimum 8-hr. battery backup, wireless keyboard and mouse, and docking station.
- D. The computer system shall be completely set-up ready for use on or before the day the Engineer's Office is to be occupied, however, no later than within two (2) weeks after notice to proceed (NTP) is issued.
- E. All add-on software shall be supplied with the original installation disk(s) and shall be retained in the construction field office for the duration of the Contract.
- F. If for any reason, the computer system and any of its component(s) fails to operate, the failed system or the component shall be repaired or replaced by the Contractor within forty-eight (48) hours, at no extra cost to the City.
- G. When the computer system is no longer required, all data files shall be removed by the Engineer, and shall become the property of the City. The remaining computer system and the software shall become the property of the Contractor.

PART 3 EXECUTION, 3.8 SPECIFIC FIELD OFFICE REQUIREMENTS, Add:

A Type 2 Engineer's Office in accordance with 3.8 B is required for Item 201.

PART 4 MEASUREMENT AND PAYMENT, Delete A & B and replace with the following:

- A. The Engineer's Office, Type 2 will not be measured but will be paid for at the Contract lump sum price for the pertinent Engineer's Office, Type 2 specified in the Contract Documents.
- B. Payment of up to twenty-five percent (25%) of the Contract lump sum price will be payable on the first estimate subsequent to complete installation of the Engineer's Office. The remaining seventy-five percent (75%) will be prorated and paid in equal amounts on each subsequent monthly estimate. The number of months used for prorating will be the number estimated to complete the Work.
- C. The final month's prorated amount will not be paid until the Engineer's Office is removed and the area is restored and accepted. The payment will be full compensation for site preparation, utility costs, all specified furnishings and equipment, clean, maintain, insure, remove the office, restore the site and for all material, labor, equipment, tools and incidentals necessary to complete the Work.

ITEM 202: TEMPORARY ADMINISTRATIVE OFFICE (Section 13 22 00.01)

Supplement with the following:

PART 1 GENERAL, 1.1 DESCRIPTION

Delete in its entirety 1.1 C. 4. Telecommunication. Baltimore City will install and maintain telephone and internet service for the Administrative Office.

Add the following:

- D. The Administrative Office shall be equipped for twenty-four (24) staff at minimum, with two (2) separate offices with doors and locks, keyed differently from each other and from the entry doors.
- E. The Administrative Office shall be provided based on an assumed duration of ten (10) months.

PART 2 PRODUCTS, 2.3 COMMON REQUIREMENTS FOR ALL MOBILE OFFICE TRAILERS

Delete in its entirety 2.3 O., related to telephone service. Baltimore City will install and maintain telephone and internet service for the Administrative Office.

PART 2 PRODUCTS, 2.5 MICROCOMPUTER SYSTEM FOR ALL OFFICES

Delete in its entirety section 2.5, related to computers. Baltimore City will install and maintain computers for the Administrative Office.

ITEM 203: TEMPORARY LOCKER ROOM (Section 13 22 00.02)

Supplement with the following:

PART 1 GENERAL, 1.1 DESCRIPTION

Delete in its entirety 1.1 C. 4. Telecommunication. If needed, Baltimore City will install and maintain telephone and internet service for the Locker Room.

Add the following:

- D. The Locker Room shall be equipped for ninety (90) staff, at minimum.
- E. The Locker Room shall be provided based on an assumed duration of ten (10) months.

PART 2 PRODUCTS, 2.3 COMMON REQUIREMENTS FOR ALL MOBILE SANITARY TRAILERS

Add the following:

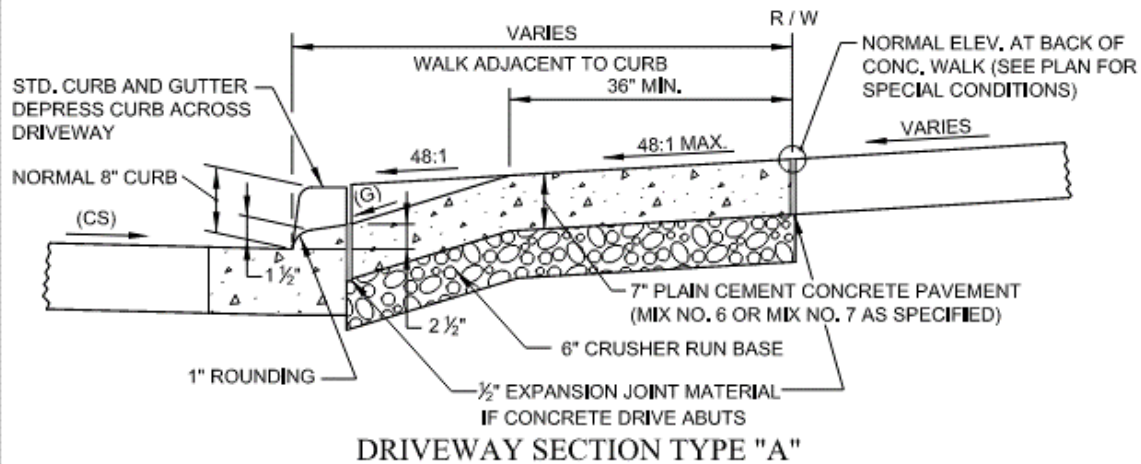
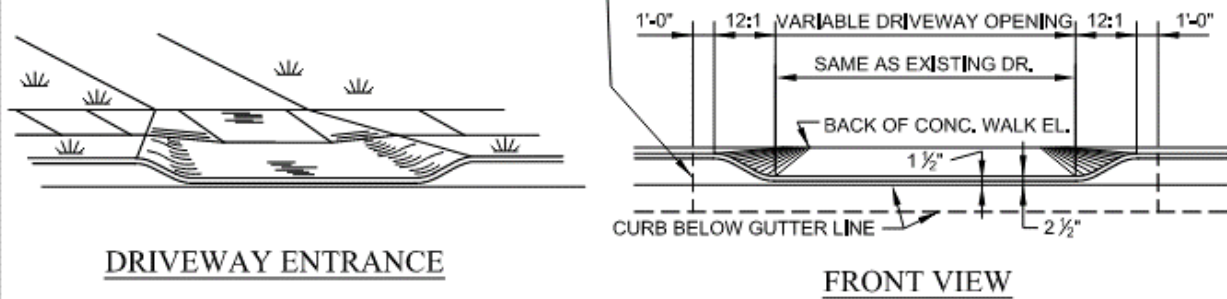
- Q. The Locker Room shall be divided into male and female areas in accordance with the following:
1. The female side of the Locker Room shall have space sufficient for thirty (30) female staff, two (2) rest rooms, and two (2) showers.
 2. The male side of the Locker Room shall have space sufficient for sixty (60) male staff, four (4) rest rooms, and four (4) showers.
 3. The male and female sides shall have separate entrances.
 4. When required by code, separate egress shall be provided.

D. STANDARD DETAILS

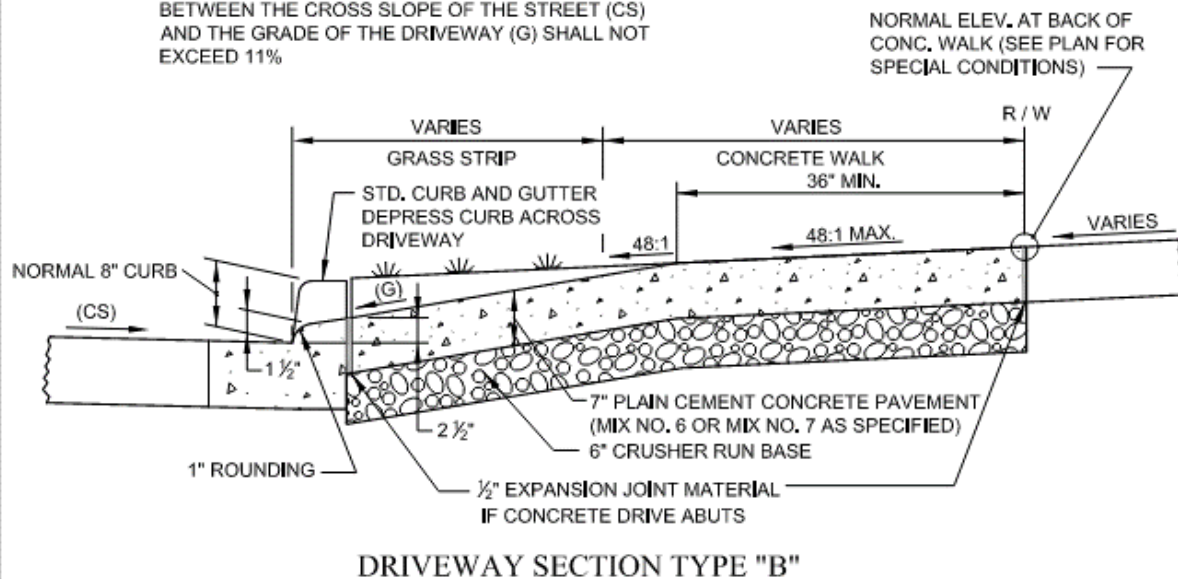
The following Standard Details are included as part of this Contract Book:

<u>Standard No.</u>	<u>Title</u>
BC 500.01	Typical Driveway
BC 572.61-1	Longitudinal Tie Device
BC 572.61-2	Special Longitudinal Tie Device
BC 576.17-1	Street Cut and Repair – Temporary Steel Plate
BC 576.17-2	Street Cut and Repair – Recessed Temporary Steel Plate
BC 576.19-1	Street Cut and Repair – Full Depth Flexible Pavement
BC 576.19-2	Street Cut and Repair – Full Depth Flexible Pavement
BC 620.11	Standard Type “A” Curb Standard Type “A” Modified Curb
BC 620.12	Special Monolithic Combination Curb and Gutter
BC 655.01	Sidewalk Expansion Joints
BC 655.05	Typical Section Concrete Sidewalk
BC 655.10	Typical Section Brick Sidewalk
BC 655.11	Sidewalk Ramps Perpendicular
BC 655.12	Sidewalk Ramps Parallel
BC 655.13	Sidewalk Ramps Combination
BC 655.40	Detectable Warning Surfaces

NOTE: WHERE DRIVEWAY IS TO BE CONSTRUCTED THROUGH AN EXISTING CURB, REMOVE EXISTING CURB OR CURB & GUTTER FOR ITS FULL DEPTH AND TO THE WIDTH INDICATED AND CONSTRUCT DEPRESSED CURB SECTION AS SHOWN.



NOTE: THE MAXIMUM ALGEBRAIC DIFFERENCE IN GRADES BETWEEN THE CROSS SLOPE OF THE STREET (CS) AND THE GRADE OF THE DRIVEWAY (G) SHALL NOT EXCEED 11%



	APPROVED: <i>Primal D. W. A.</i> DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION <i>Khalil Zaid</i> DIRECTOR, DEPARTMENT OF TRANSPORTATION	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED			
			REVISED			
			REVISED			
			8 / 2010			
TYPICAL DRIVEWAY			STANDARD NO.			
			BC 500.01			
			SCALE: NONE		SHEET 1 OF 1	

LONGITUDINAL TIE DEVICE - TYPE 'A'

LONGITUDINAL TIE DEVICE - TYPE 'A' MODIFIED

LONGITUDINAL TIE DEVICE - TYPE 'B'

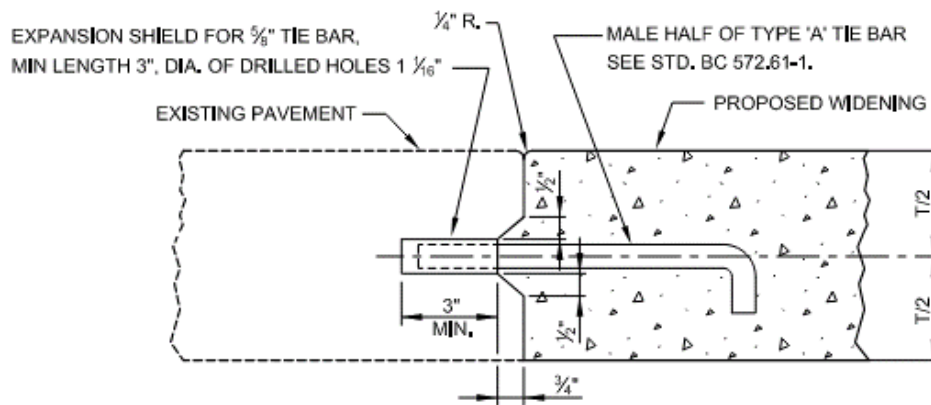
MATERIAL
MALLEABLE IRON OR STEEL, SEE SPECS. OR SPECIAL PROVISIONS FOR TOTAL STRENGTH REQUIREMENTS

GENERAL NOTES
ANY SIMILAR DEVICE MAY BE SUBMITTED FOR CONSIDERATION OF THE ENGINEER. IF THE GENERAL TYPE OF A SUBSTITUTION IS APPROVED, THE DEVICE MUST STILL MEET THE STRENGTH REQUIREMENTS APPEARING IN THE SPECIFICATIONS OR SPECIAL PROVISIONS.

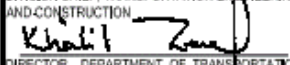
THE PORTION OF THE DEVICE INITIALLY INSTALLED MUST BE HELD FIRMLY IN PLACE BY TAP-BOLTS INSERTED THROUGH DRILLED HOLES. IF HOLES IN THE FORMS HAVE BEEN FORMED BY ANY OTHER METHOD THAN DRILLING, THEN STEEL WASHERS MUST BE USED, IN ADDITION TO THE TAP-BOLTS, AS DIRECTED BY THE ENGINEER.

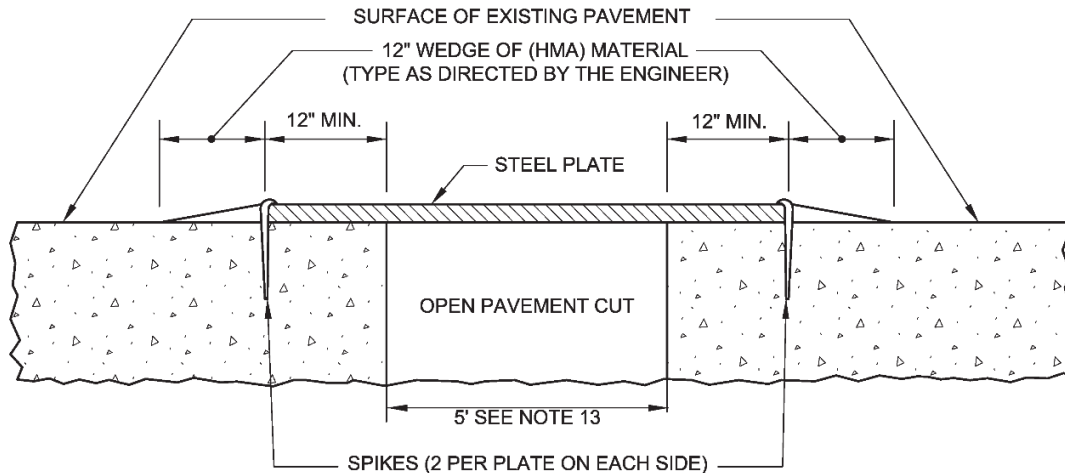
TIE-BAR DEVICE TO BE CENTERED IN KEYWAY, SEE BC 572.92-2 FOR KEYWAY SECTION.

	APPROVED: DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION DIRECTOR, DEPARTMENT OF TRANSPORTATION	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED	REVISED	REVISED
			8 / 2010		
	LONGITUDINAL TIE DEVICES			STANDARD NO. BC 572.61-1	
			SCALE: NONE	SHEET 1 OF 2	



NOTE: THE TIE DEVICE TO BE PLACED 4' C.C. ALONG THE EDGE OF EXISTING PAVEMENT OR AS INDICATED ON THE PLANS OR WHERE AND IF DIRECTED BY THE ENGINEER.

	APPROVED:	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED	REVISED	REVISED
			8 / 2010		
	DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION		STANDARD NO. BC 572.61-2		
	 DIRECTOR, DEPARTMENT OF TRANSPORTATION		SPECIAL LONGITUDINAL TIE DEVICE		
			SCALE: NONE	SHEET 2 OF 2	



- NOTES:**
1. PLACE STEEL PLATE ON SURFACE OF EXISTING PAVEMENT.
 2. SPIKES TO BE DRILLED IN CONCRETE BASE, SPIKES ARE TO BE MINIMUM OF 6 IN. IN LENGTH.
 3. SPIKES AND HOT MIX ASPHALT (HMA) TO BE PLACED ONLY WHERE MAINTENANCE OF TRAFFIC IS REQUIRED AND IN THE PUBLIC RIGHT OF WAY.
 4. WELDING BY A LICENSED WELDER IS REQUIRED FOR STEEL PLATES PLACED IN MULTIPLES (TWO OR MORE).
 5. EACH STEEL PLATE PLACED ON SIDEWALK MUST HAVE HOT MIX ASPHALT (HMA) INSTALLED AROUND THE ENTIRETY OF PLATE.
 6. EACH UNUSED PLATES MUST BE IMMEDIATELY REMOVED FROM SITE AFTER PERMANENT REMOVAL FROM EXCAVATION.
 7. EQUIPMENT AND MATERIALS OF ANY KIND CANNOT BE STORED IN PUBLIC RIGHT OF WAY FOR FUTURE USE UNLESS A PERMIT IS OBTAINED AND APPROVED BY THE DIRECTOR OF TRANSPORTATION OR DESIGNEE.
 8. EACH STEEL PLATE AND EACH PIECE OF EQUIPMENT ARE SEPARATE AND FINEABLE.
 9. ALL STEEL PLATES MUST MEET REQUIRED TRAFFIC LOADS, AND BE SKID RESISTANT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROPRIATE SELECTION AND MAINTENANCE OF THE STEEL PLATES.
 10. ALL STEEL PLATES MUST MEET ADA STANDARDS FOR COEFFICIENT OF FRICTION: FLAT PLATE=0.60, INCLINED PLATE=0.80 USING ASTM STD 1679 (STEEL PLATE SPECIFICATION/DOCUMENTATION REQUIRED UPON REQUEST).
 11. PERMANENT PAVING MUST TAKE PLACE IMMEDIATELY AFTER THE FINAL REMOVAL OF THE STEEL PLATE.
 12. "STEEL PLATE AHEAD" SIGNS MUST BE PLACED IN ADVANCE.
 13. FOR TRENCH WIDTHS EQUAL TO OR GREATER THAN 5 FT, THE STEEL PLATE AND SUPPORT SYSTEM SHALL BE INSTALLED.
 14. APPROACH AND ENDING PLATE OF LONGITUDINAL PLACEMENT SHALL BE ATTACHED TO THE ROADWAY BY A MINIMUM OF 1 SPIKE IN EACH CORNER OF THE PLATE. DRILL A $\frac{1}{2}$ INCH DIAMETER, 5 INCH DEEP PILOT HOLE INTO THE PAVEMENT. DRIVE 1 SPIKE INTO EACH HOLE. SUBSEQUENT PLATES ARE BUTTED TO EACH OTHER AND WELDED. ASPHALT MATERIAL SHALL BE COMPACTED TO FORM RAMPS. MAXIMUM SLOPE IS 8.5% WITH A MINIMUM 12 INCH TAPER TO COVER ALL EDGES OF THE STEEL PLATES. CONTRACTOR'S PROPOSED METHOD OF SPIKING SHALL BE APPROVED BY THE DIRECTOR OF TRANSPORTATION OR DESIGNEE.



APPROVED :
Bimal Dora
DIVISION CHIEF, TRANSPORTATION ENGINEERING
AND CONSTRUCTION
Huseen Raza
DIRECTOR, DEPARTMENT OF TRANSPORTATION

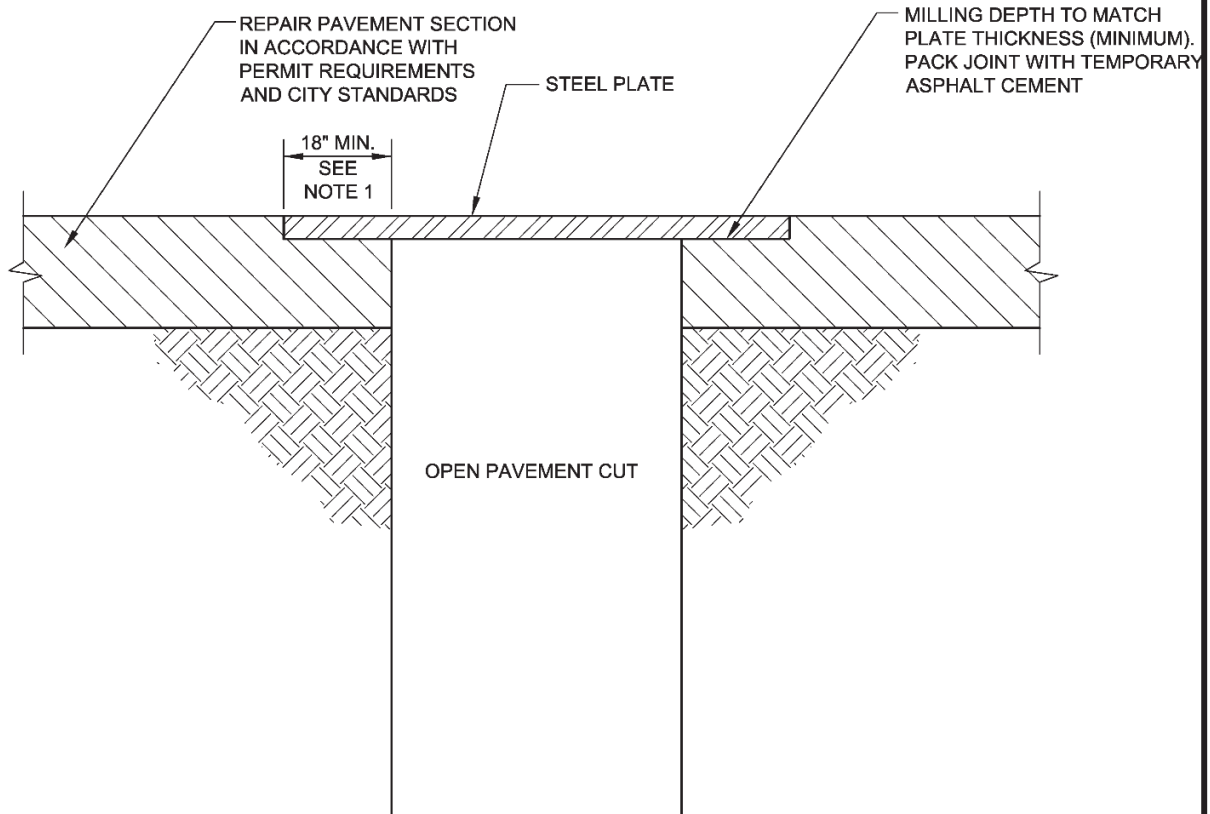
**CITY OF BALTIMORE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ENGINEERING AND
CONSTRUCTION**

**STREET CUT AND REPAIR
TEMPORARY STEEL PLATE**

ISSUED	REVISED	REVISED
8 / 2010	08/2024	

**STANDARD NO.
BC 576.17-1**

SCALE : NONE	SHEET 1 OF 2
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TYPICAL TRENCH PLATE DETAIL
N.T.S.

NOTE:

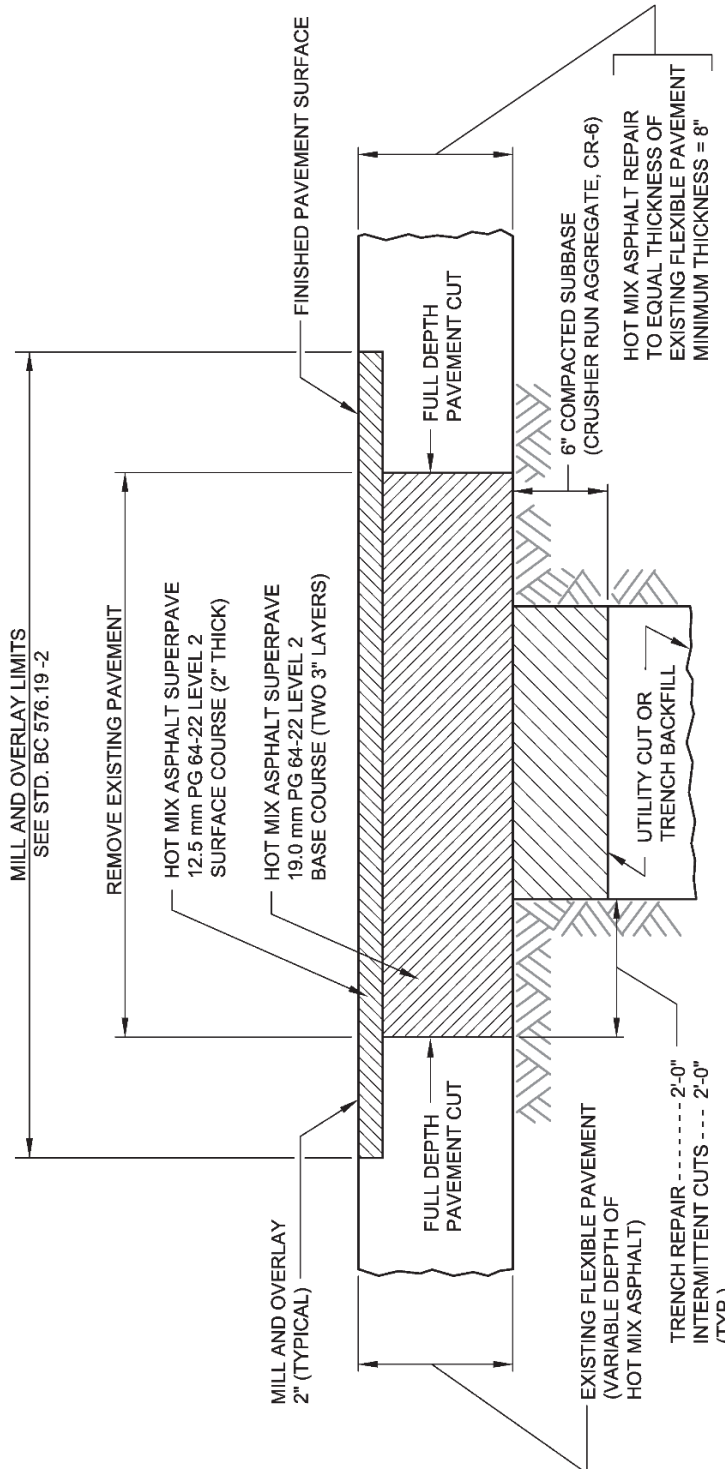
1. THE CONTRACTOR SHALL PROVIDE A MINIMUM 18" LAP OF STEEL PLATE ON EACH SIDE OF TRENCH TO ASSURE NO SLIPPING OF PLATE OR COLLAPSING OF TRENCH WALL. WHERE 18" LAP CANNOT BE MET, ENGINEERING DESIGN IS REQUIRED AND SHALL BE APPROVED BY THE CITY ENGINEER.
2. STEEL PLATE MUST FIT SNUG WITHIN THE RECESSED AREA AND INSTALLED TO OPERATE WITH MINIMUM NOISE.
3. THE PAVEMENT SHALL BE COLD PLANNED TO A DEPTH EQUAL TO THE THICKNESS OF THE PLATE, AND TO A WIDTH AND LENGTH EQUAL TO THE THICKNESS OF THE PLATE, AND TO OPERATE WITH MINIMUM NOISE.
4. THIS STANDARD SHALL BE IMPLEMENTED ON ALL PROJECTS WITHIN THE VEHICULAR TRAVELWAY ANTICIPATED TO BE OPEN MORE THAN 30 DAYS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
5. WELDING BY A LICENSED WELDER IS REQUIRED FOR STEEL PLATES PLACED IN MULTIPLES (TWO OR MORE).
6. ALL STEEL PLATES MUST MEET REQUIRED TRAFFIC LOADS, AND BE SKID-RESISTANT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE APPROPRIATE SELECTION AND MAINTENANCE OF THE STEEL PLATES.
7. ALL STEEL PLATES MUST MEET ADA STANDARDS FOR COEFFICIENT OF FRICTION: FLAT PLATE = 0.60, INCLINED PLATE = 0.80 USING ASTM STD. 1679. (STEEL PLATE SPECIFICATION/DOCUMENTATION REQUIRED UPON REQUEST)
8. STEEL PLATES MUST BE REMOVED AND PERMANENT PAVEMENT SHALL BE PLACED WITHIN FIFTEEN (15) WORKING DAYS OR AS APPROVED BY THE CITY ENGINEER.
9. THE CONTRACTOR MAY BE REQUIRED TO PLACE "STEEL PLATES AHEAD" SIGNS.
10. EQUIPMENT AND MATERAILS OF ANY KIND CANNOT BE STORED IN PUBLIC RIGHT OF WAY FOR FUTURE USE UNLESS A PERMIT IS OBTAINED AND APPROVED BY THE DIRECTOR OF TRANSPORTATION OR DESIGNEE.
11. EACH STEEL PLATE AND EACH PIECE OF EQUIPMENT ARE SEPARATE AND FINEABLE.



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DIVISION CHIEF, TRANSPORTATION ENGINEERING
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Husen Raiz
DIRECTOR, DEPARTMENT OF TRANSPORTATION

CITY OF BALTIMORE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ENGINEERING AND
CONSTRUCTION
**STREET CUT AND REPAIR
RECESSED TEMPORARY STEEL
PLATE**

ISSUED	REVISED	REVISED
8 / 2010	08/2024	
STANDARD NO. BC 576.17-2		
SCALE: NONE	SHEET 2 OF 2	



TRENCH REPAIR AND INTERMITTENT UTILITY CUTS

THIS DETAIL IS APPLICABLE TO THE REPAIR OF TRENCHES
AND INTERMITTENT UTILITY CUTS IN EXISTING FULL DEPTH
FLEXIBLE PAVEMENT.

SEE STANDARD BC 576.19-2
FOR CONSTRUCTION NOTES AND OTHER REQUIREMENTS.

NOTES:

1. EQUIPMENT AND MATERIALS OF ANY KIND CANNOT BE STORED IN PUBLIC RIGHT OF WAY FOR FUTURE USE UNLESS A PERMIT IS OBTAINED AND APPROVED BY THE DIRECTOR OF TRANSPORTATION OR DESIGNEE.
2. EACH PIECE OF EQUIPMENT & MATERIALS ARE SEPARATE AND FINEABLE.
3. PLACEMENT OF FINISH SURFACE AND BASE COURSE MUST BE COMPLETED WITHIN 7 DAYS AFTER COMPLETION OF BACKFILL AND COMPACTION TESTING.



APPROVED:
Bimal Datta
DIVISION CHIEF, TRANSPORTATION ENGINEERING
AND CONSTRUCTION
Husen Raza
DIRECTOR, DEPARTMENT OF TRANSPORTATION

CITY OF BALTIMORE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ENGINEERING AND
CONSTRUCTION

**STREET CUT REPAIR
FULL DEPTH
FLEXIBLE PAVEMENT**

ISSUED	REVISED	REVISED
8 / 2010	08/2024	
STANDARD NO. BC 576.19-1		
SCALE : NONE	SHEET 1 OF 2	

CONSTRUCTION NOTES AND REQUIREMENTS

THE FOLLOWING NOTES ARE APPLICABLE TO THE REPAIR OF TRENCHES AND
INTERMITTENT UTILITY CUTS IN EXISTING FULL DEPTH FLEXIBLE PAVEMENT.

SEE STANDARD BC 576.19-1 FOR CONSTRUCTION DETAILS.

REMOVE EXISTING PAVEMENT:

EXISTING PAVEMENT SHALL BE REMOVED TO THE DIMENSIONS SHOWN ON THE
CONSTRUCTION DETAIL FOR BOTH LONGITUDINAL AND TRANSVERSE PAVEMENT CUTS.

PAVEMENT REPLACEMENT:

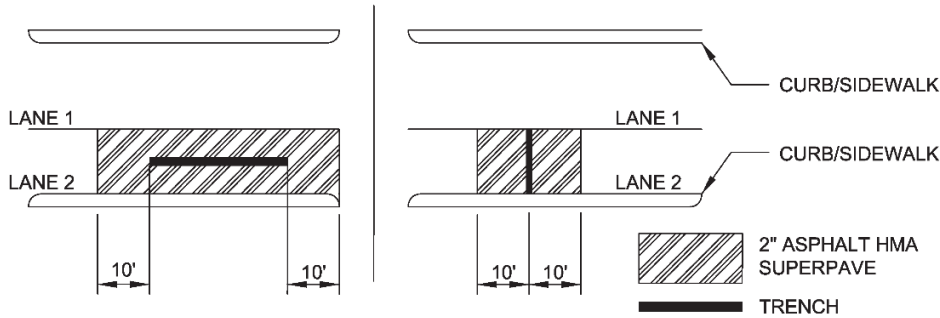


FIGURE 1

LONGITUDINAL TRENCH

FIGURE 2

TRANSVERSE TRENCH

MILLING AND OVERLAYING SHALL BE USED TO EXTEND THE LIMITS OF THE SURFACE COURSE BEYOND
THE LIMITS OF THE FULL DEPTH PATCH IN ACCORDANCE WITH THE FOLLOWING:

A. LONGITUDINAL TRENCHES:

REMOVE THE TOP 2 INCHES OF THE EXISTING SURFACE ASPHALT PAVEMENT, BY CLEAN SAW CUT.
FOR THE ENTIRE TRAFFIC LANE WIDTH WHERE THE TRENCH IS LOCATED, AND RESURFACE WITH 2" INCHES
OF HOT MIX ASPHALT SUPERPAVE 12.5mm. FOR SURFACE COURSE, PG64-22, LEVEL 2. ADD AN ADDITIONAL
10 FT. AT THE BEGINNING AND ENDING OF TRENCH. SEE FIGURE 1 ABOVE.

B. TRANSVERSE TRENCH AND INTERMITTENT UTILITY CUT:

REMOVE THE TOP 2" INCHES OF THE EXISTING SURFACE ASPHALT PAVEMENT. 10' ON EACH SIDE OF THE
TRENCH AND INTERMITTENT UTILITY CUT FOR THE ENTIRE WIDTH OF THE AFFECTED TRAFFIC LANE AND
RESURFACE WITH 2" HOT MIX ASPHALT SUPERPAVE 12.5mm FOR SURFACE COURSE, PG64-22, LEVEL 2.
SEE FIGURE 2 ABOVE.

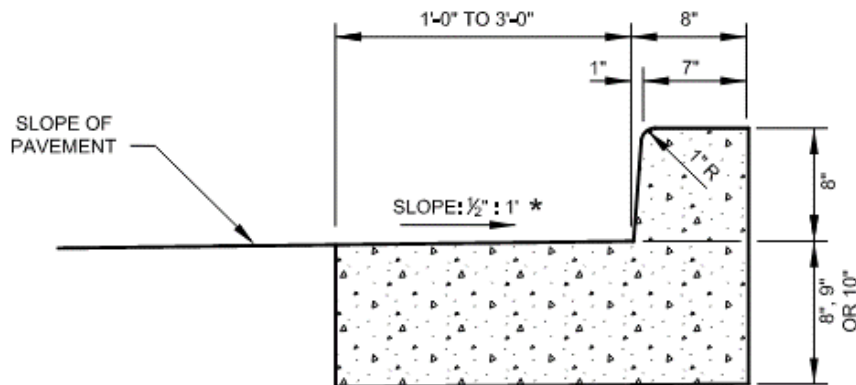
- THE TOP 6 INCHES OF THE TRENCH OR INTERMITTENT UTILITY CUT SHALL BE FILLED WITH COMPACTED
SUBBASE (6 INCHES CRUSHER RUN AGGREGATE, CR-6). ADDITIONAL SUBBASE THICKNESS, IF REQUIRED,
SHALL BE IN ACCORDANCE WITH THE PLANS OR AS DIRECTED BY THE ENGINEER. SEE 32 11 23.10 IN
SPECIFICATIONS.
 - COMPACT SUBBASE OF ENTIRE OPENING BEFORE PLACING HOT MIX ASPHALT. THE FLEXIBLE PAVING SHALL
BE REPLACED FLUSH WITH THE FINISHED PAVEMENT SURFACE USING A BASE COURSE WITH MAXIMUM 3 INCH
COMPACTED LAYERS AND A 2 INCH COMPACTED SURFACE COURSE. SEE 32 01 30.10. 3.6.A.2.b IN SPECIFICATIONS.
 - ALL EXPOSED EDGES OF EXISTING FLEXIBLE PAVEMENT, THE SURFACE OF THE SUBBASE AND EACH LAYER
OF HOT MIX ASPHALT SHALL BE TACK COATED IN ACCORDANCE WITH THE AFOREMENTIONED SPECIFICATIONS
BEFORE THE NEXT LAYER OF HOT MIX ASPHALT IS PLACED.
- C. IF THE PERMANENT RESTORATION IMPACTS THE CROSSWALK, THEN ENTIRE LENGTH OF CROSSWALK MUST BE REPLACED
BY DOT APPROVED CROSSWALK MARKING.SEE DETAIL BC577.01.

GENERAL NOTES:

1. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE LATEST BALTIMORE CITY STANDARD SPECIFICATIONS.
2. PROCEDURE FOR MAINTENANCE OF TRAFFIC SHALL BE APPROVED BY THE DEPARTMENT OF TRANSPORTATION
(DOT), TRAFFIC DIVISION BEFORE ANY EXISTING PAVEMENT IS REMOVED.

	APPROVED : DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED 8 / 2010	REVISED 10 / 2013	REVISED 08/2024	
	 DIRECTOR, DEPARTMENT OF TRANSPORTATION	STREET CUT AND REPAIR FULL DEPTH FLEXIBLE PAVEMENT	STANDARD NO. BC 576.19-2			SCALE : NONE
				SHEET 2 OF 2		

* GUTTER SLOPE ON HIGH SIDE OF SUPERELEVATED PAVEMENT TO BE SAME AS SLOPE OF PAVEMENT

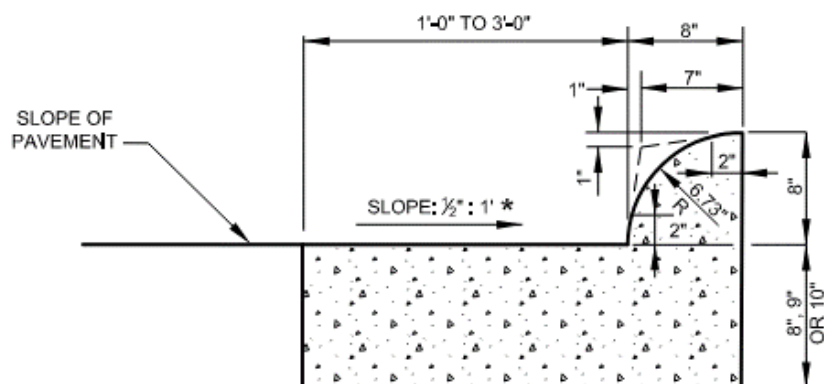


STANDARD TYPE 'A' COMBINATION CURB AND GUTTER

12", 18", 24", 36", GUTTER PAN : 8" DEPTH

12", 18", 24", 36", GUTTER PAN : 9" DEPTH

12", 18", 24", 36", GUTTER PAN : 10" DEPTH



STANDARD TYPE 'A' MODIFIED CURB AND GUTTER

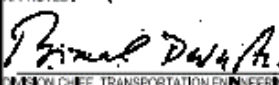
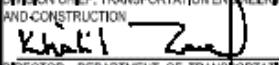
12", 18", 24", 36", GUTTER PAN : 8" DEPTH

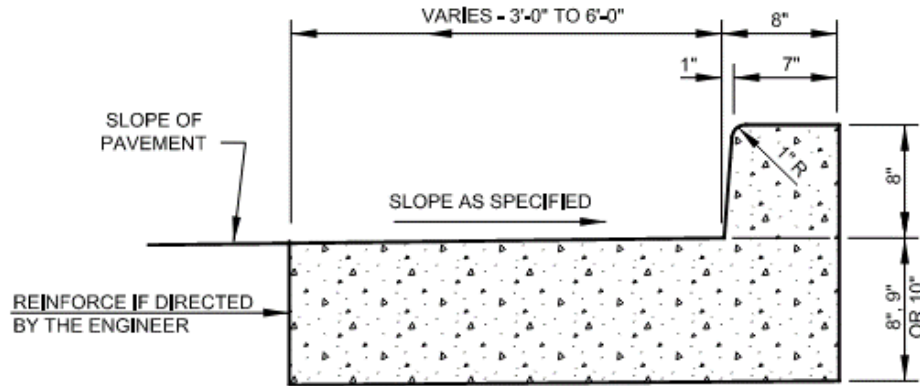
12", 18", 24", 36", GUTTER PAN : 9" DEPTH

12", 18", 24", 36", GUTTER PAN : 10" DEPTH

NOTES:

1. JOINT SPACING FOR COMBINATION CURB & GUTTER IS 10 FEET
2. SEE SPECIFICATIONS FOR LOCATION AND DESCRIPTION OF TREATMENT FOR THE TYPES OF JOINTS USED.
3. UNLESS OTHERWISE SPECIFIED A LONGITUDINAL TIE DEVICE PLACED AT MIDDLE OF KEYWAY (NOT SHOWN), SHALL BE USED AT CONSTRUCTION JOINT BETWEEN COMBINATION CURB & GUTTER AND RIGID PAVEMENT. SEE BC 572.61-1.

	APPROVED:  DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION  DIRECTOR, DEPARTMENT OF TRANSPORTATION	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED 8 / 2010	REVISED 	REVISED
	STD. COMB. CURB & GUTTER TYPE 'A' - STANDARD TYPE 'A' MODIFIED		STANDARD NO. BC 620,11		
	SCALE: NONE		SHEET 1 OF 1		



SPECIAL MONOLITHIC COMBINATION CURB AND GUTTER

3 FT. TO 6 FT. GUTTER PAN : 8" DEPTH
3 FT. TO 6 FT. GUTTER PAN : 9" DEPTH
3 FT. TO 6 FT. GUTTER PAN : 10" DEPTH

NOTES:

1. JOINT SPACING FOR COMBINATION CURB & GUTTER IS 10 FEET
2. SEE SPECIFICATIONS FOR LOCATION AND DESCRIPTION OF TREATMENT FOR THE TYPES OF JOINTS USED.
3. UNLESS OTHERWISE SPECIFIED A LONGITUDINAL TIE DEVICE PLACED AT MIDDLE OF KEYWAY (NOT SHOWN), SHALL BE USED AT CONSTRUCTION JOINT BETWEEN COMBINATION CURB & GUTTER AND RIGID PAVEMENT. SEE BC 572.61-1.



APPROVED: *P. Bimal Dasgupta*
 DIVISION CHIEF, TRANSPORTATION ENGINEERING
 AND CONSTRUCTION
Khalid Zameer
 DIRECTOR, DEPARTMENT OF TRANSPORTATION

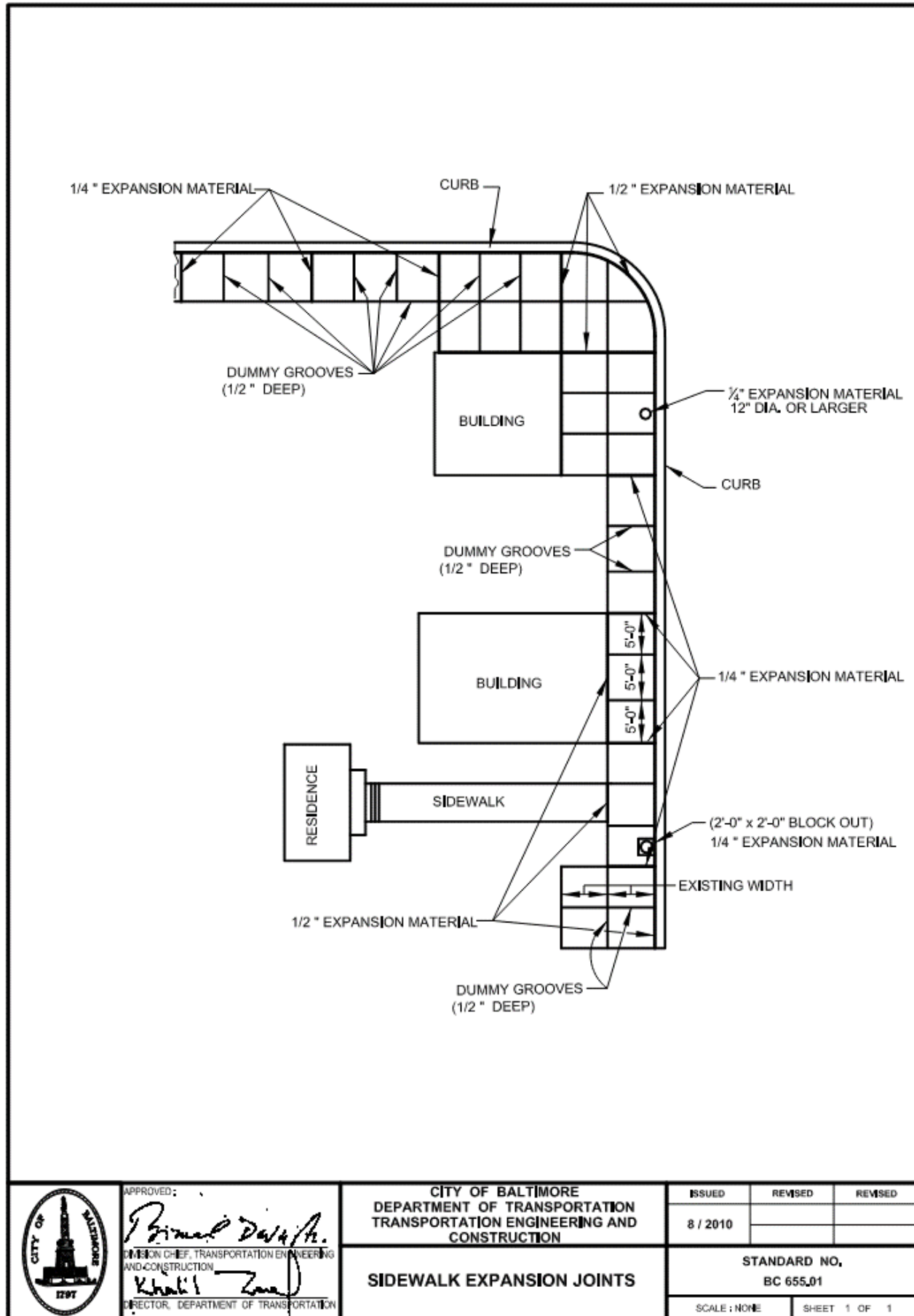
CITY OF BALTIMORE
DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ENGINEERING AND
CONSTRUCTION

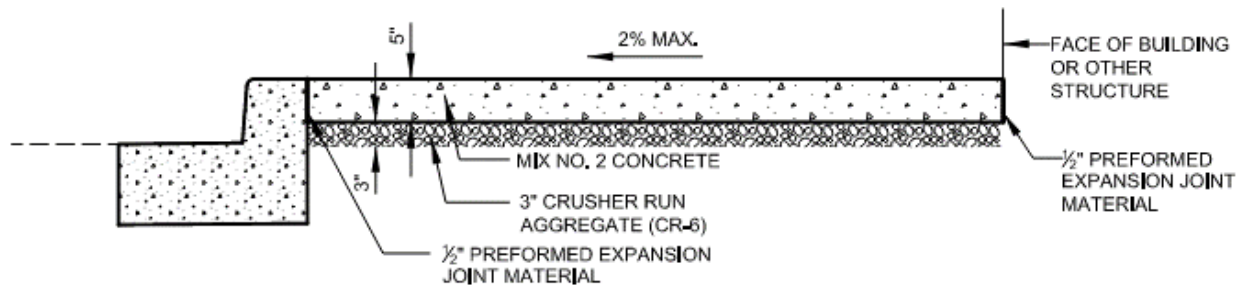
**SPECIAL MONOLITHIC COMB.
CURB & GUTTER**

ISSUED	REVISED	REVISED
8 / 2010		

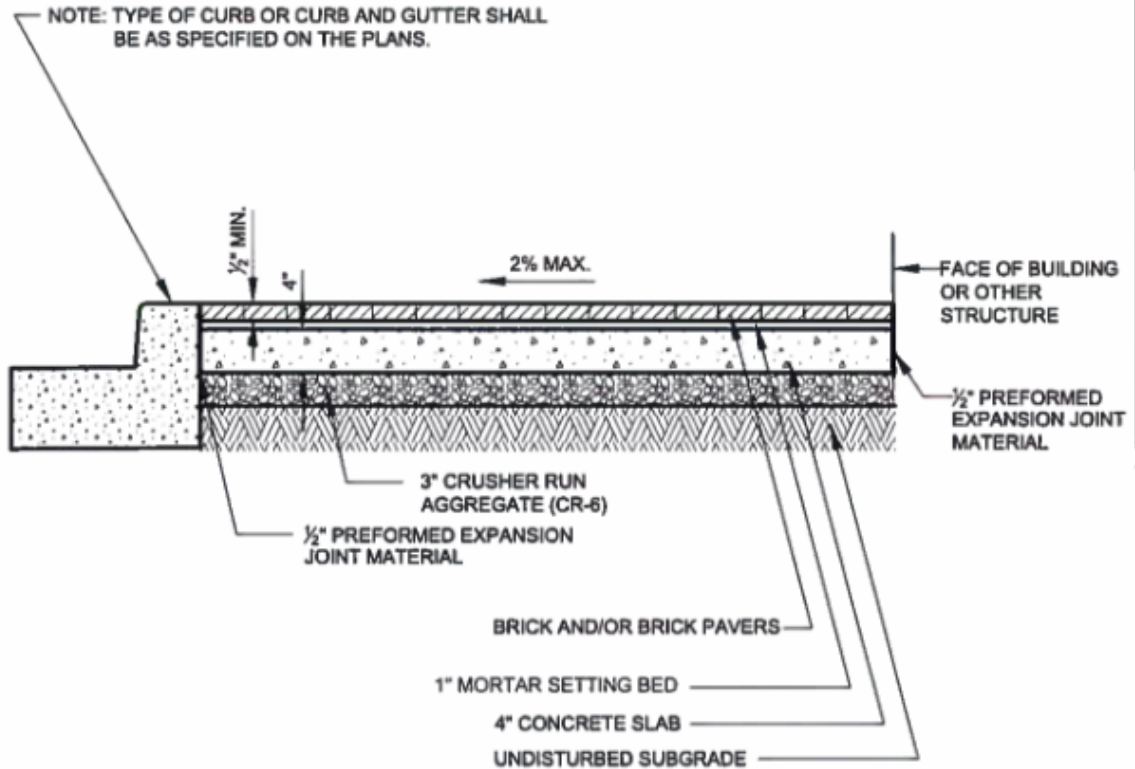
STANDARD NO.
BC 620.12

SCALE : NONE SHEET 1 OF 1





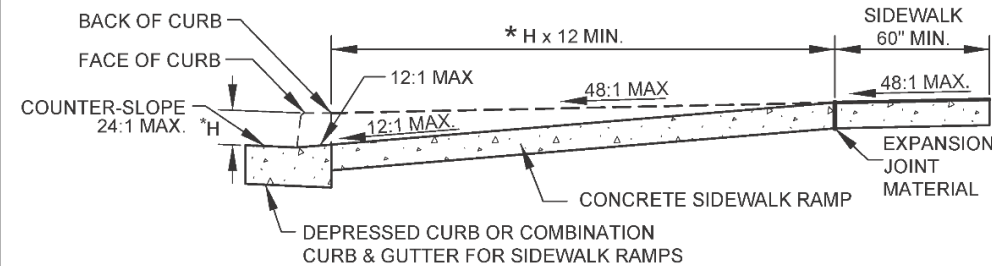
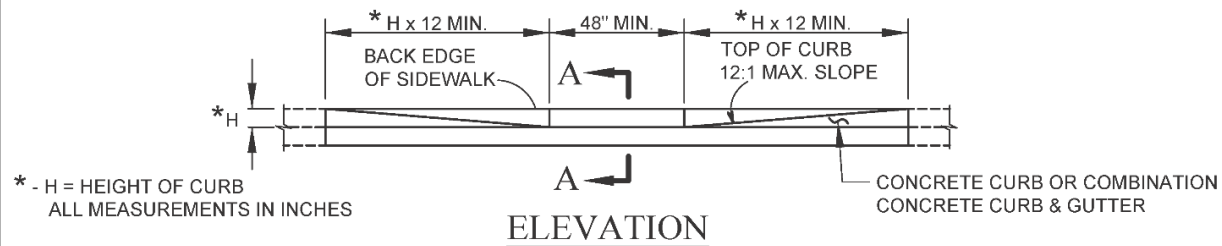
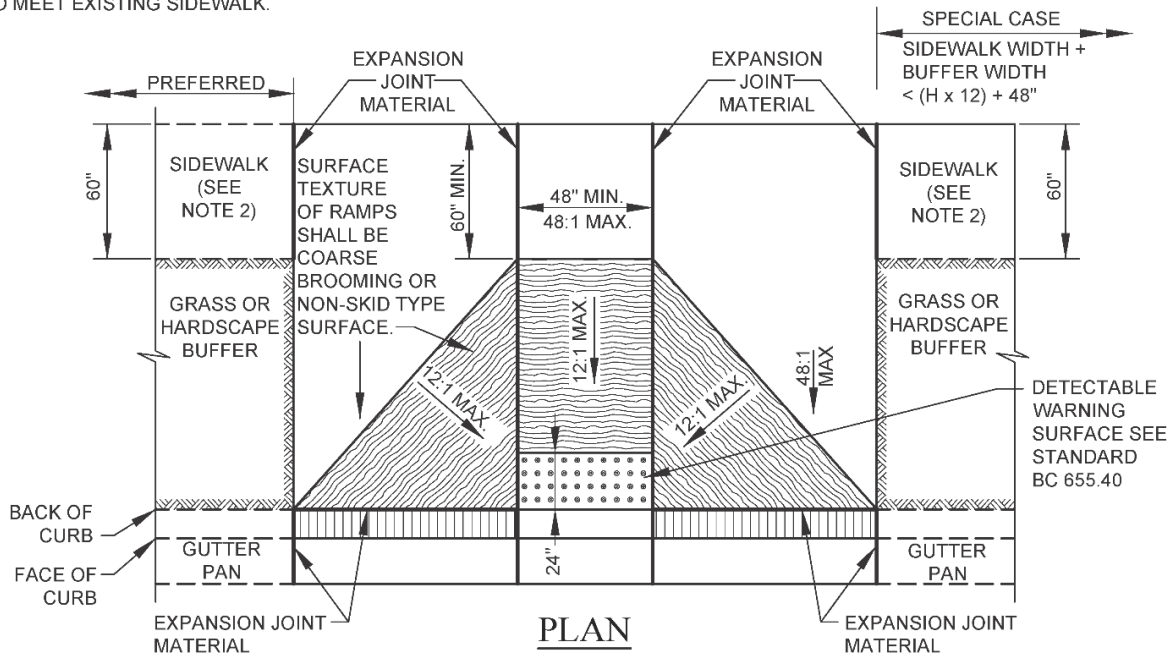
	APPROVED:	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED	REVISED	REVISED
	 DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION  DIRECTOR, DEPARTMENT OF TRANSPORTATION		8 / 2010		
			STANDARD NO. BC 655.05		
			TYPICAL SECTION CONCRETE SIDEWALK		



NOTE: BRICK WILL NOT BE INSTALLED FOR DRIVEWAYS.
ONLY STANDARD CONCRETE SHALL BE USED.

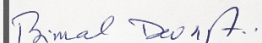
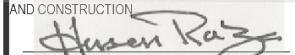
	APPROVED:  DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION  DIRECTOR, DEPARTMENT OF TRANSPORTATION	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED 8 / 2010	REVISED 5 / 2019	REVISED
	TYPICAL SECTION BRICK SIDEWALK		STANDARD NO. BC 655.10-1		
			SCALE: NONE	SHEET 1 OF 1	

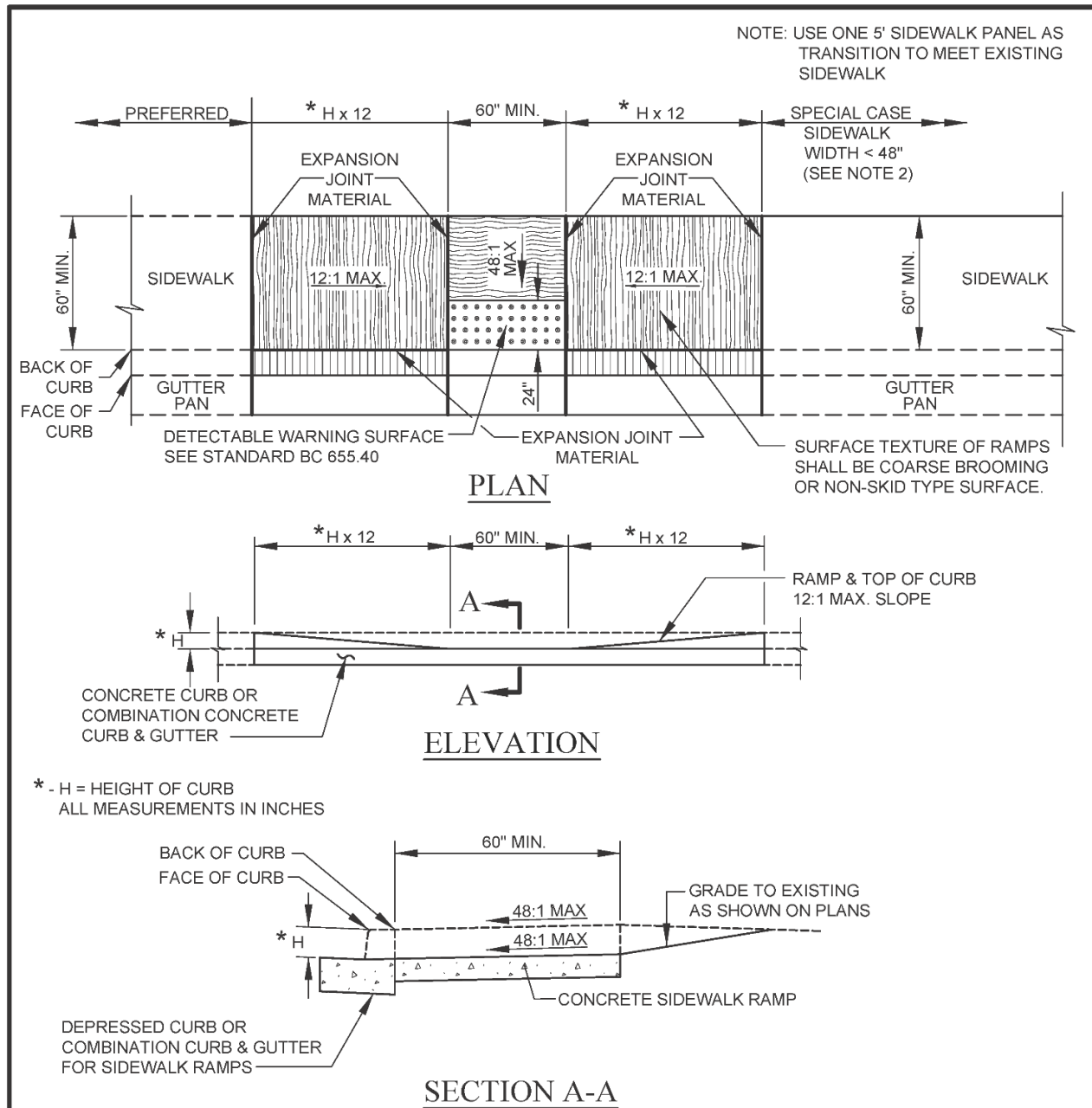
NOTE: USE ONE 5' SIDEWALK PANEL AS TRANSITION TO MEET EXISTING SIDEWALK.



NOTES

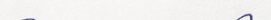
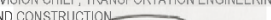
1. TO BE USED ON WIDE SIDEWALKS OR SIDEWALKS WITH SIGNIFICANT SEPARATION FROM THE ROADWAY WHERE THE GEOMETRY SPECIFIED IN THE DETAILS ABOVE CAN BE SATISFIED. MAY BE MODIFIED TO PARTICULAR LOCATION.
2. WHERE 60" SIDEWALK CAN NOT BE PROVIDED, A DESIGN WAIVER MUST BE REQUESTED.
3. NO TRAVERSABLE SLOPE ON THE RAMP OR SIDEWALK SHALL EXCEED 12:1 IN THE DIRECTION OF PEDESTRIAN TRAVEL, OR 48:1 PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL.
4. EXPANSION JOINT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH STD. BC 655.01.
5. SIDEWALK RAMPS TO BE SHOWN ON PLANS SYMBOLICALLY AND REFERENCED WITH THE CENTER OF THE RAMP ALIGNED TO A STATION ON THE CONSTRUCTION CENTERLINE. SEPARATE DETAILS SHALL BE SHOWN WHERE PROPOSED RAMP VARIES FROM STANDARD CASES.

	APPROVED:	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED	REVISED	REVISED
			8 / 2010	10 / 2013	08 / 2024
	DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION		STANDARD NO. BC 655.11		
	 DIRECTOR, DEPARTMENT OF TRANSPORTATION		SIDEWALK RAMPS PERPENDICULAR		
			SCALE : NONE	SHEET 1 OF 1	

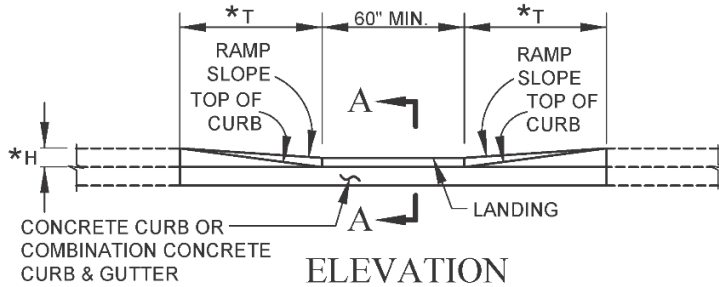
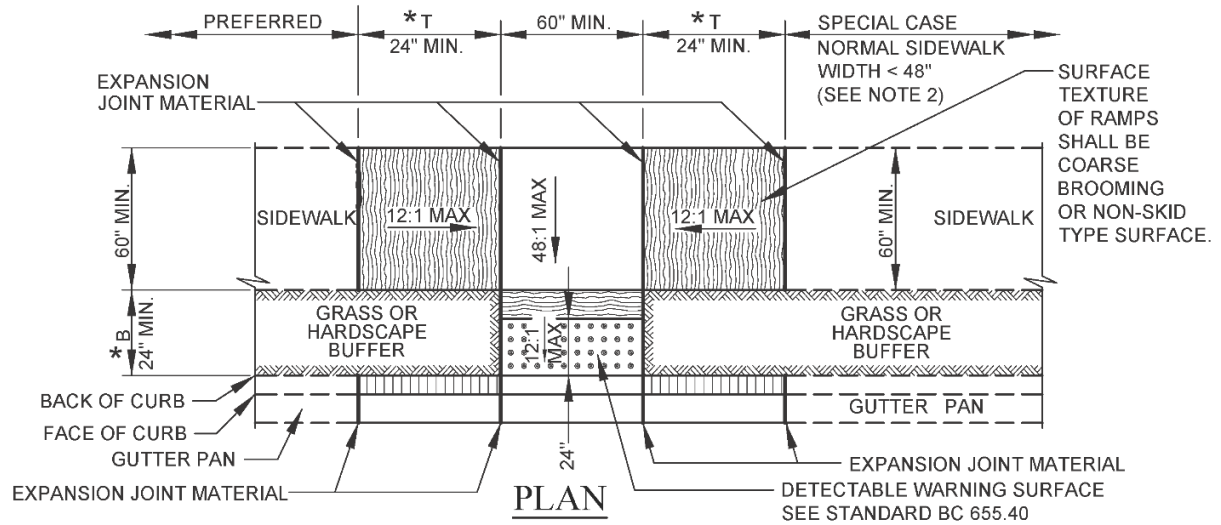


NOTES

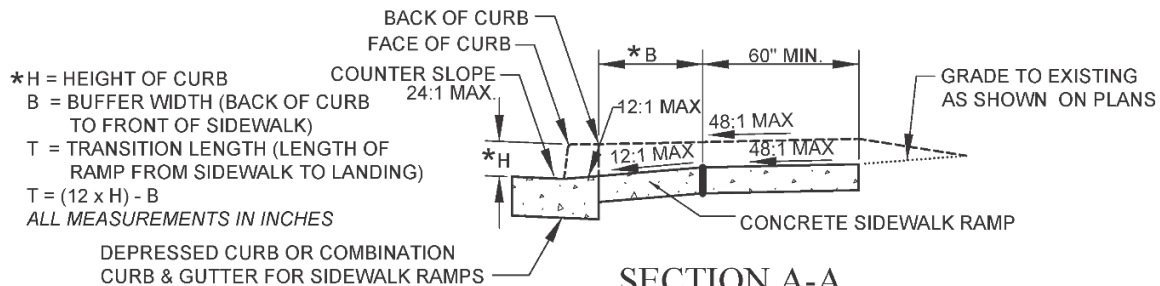
1. TO BE USED WHERE SIDEWALK IS ADJACENT TO THE CURB. THIS STD. MAY BE MODIFIED TO SUIT A PARTICULAR LOCATION.
2. WHERE 60" SIDEWALK CAN NOT BE PROVIDED, A DESIGN WAIVER MUST BE REQUESTED.
3. NO TRAVERSABLE SLOPE ON THE RAMP OR SIDEWALK SHALL EXCEED 12:1 IN THE DIRECTION OF PEDESTRIAN TRAVEL, OR 48:1 PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL. THE CROSS-SLOPE OF LANDING AREA CANNOT EXCEED GARDE OF ROADWAY.
4. EXPANSION JOINT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH STD. BC 655.01.
5. SIDEWALK RAMP TO BE SHOWN ON PLANS SYMBOLICALLY AND REFERENCED WITH THE CENTER OF THE RAMP ALIGNED TO A STATION ON THE CONSTRUCTION CENTERLINE. SEPARATE DETAILS SHALL BE SHOWN WHERE PROPOSED RAMP VARIES FROM STANDARD CASES.

	APPROVED:	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED	REVISED	REVISED
			8 / 2010	10 / 2013	08 / 2024
	DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION		STANDARD NO. BC 655.12		
	 DIRECTOR, DEPARTMENT OF TRANSPORTATION				
SIDEWALK RAMP PARALLEL		SCALE : NONE		SHEET 1 OF 1	

NOTE:
-USE ONE 5' SIDEWALK PANEL AS TRANSITION IF NEEDED TO MEET EXISTING SIDEWALK(15' MAX. REBUILD).

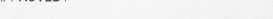


NOTE:
-FOR BUFFER WIDTHS LESS THAN 24", WIDEN SIDEWALK TO BACK OF CURB AS SHOWN FOR THE SPECIAL CASE, THEN BUILD PARALLEL RAMP USING STANDARD BC-655.12.
-IF THE BUFFER AREA IS GREATER THAN OR EQUAL TO 4' THE LANDING AREA MUST BE 2% X 2%. IF THE BUFFER AREA IS LESS THAN 4' THE LANDING AREA CROSS-SLOPE CANNOT EXCEED THE GRADE OF THE ROAD.



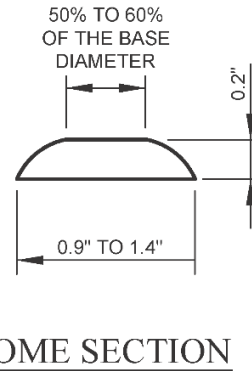
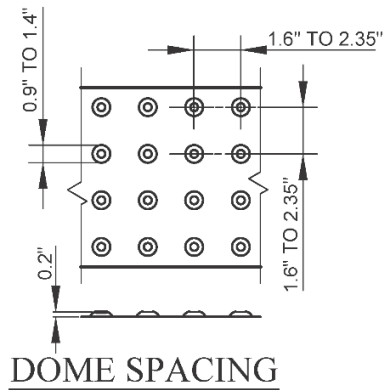
NOTES

1. TO BE USED WHERE AT LEAST 7'-0" EXISTS BETWEEN THE BACK OF CURB AND THE BACK OF SIDEWALK. THIS STANDARD MAY BE MODIFIED TO SUIT A PARTICULAR LOCATION.
2. WHERE 60" SIDEWALK CAN NOT BE PROVIDED, A DESIGN WAIVER MUST BE REQUESTED.
3. NO TRAVERSABLE SLOPE ON THE RAMP OR SIDEWALK SHALL EXCEED 12:1 IN THE DIRECTION OF PEDESTRIAN TRAVEL, OR 48:1 PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL.
4. EXPANSION JOINT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH STD. BC 655.01.
5. SIDEWALK RAMPS TO BE SHOWN ON PLANS SYMBOLICALLY AND REFERENCED WITH THE CENTER OF THE RAMP ALIGNED TO A STATION ON THE CONSTRUCTION CENTERLINE. SEPARATE DETAILS SHALL BE SHOWN WHERE PROPOSED RAMP VARIES FROM STANDARD CASES.

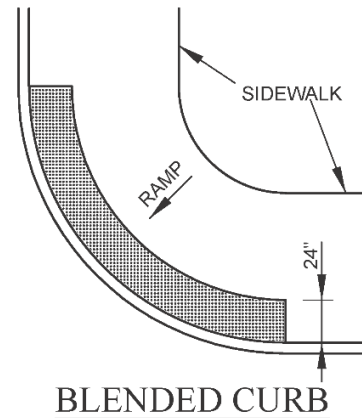
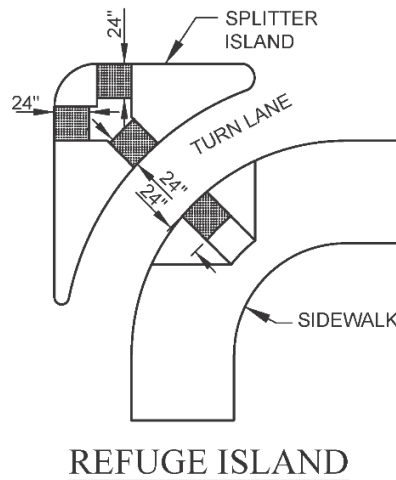
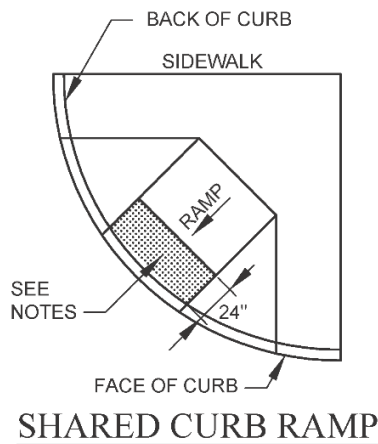
	APPROVED:	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED	REVISED	REVISED
			8 / 2010	10 / 2013	08 / 2024
	DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION	SIDEWALK RAMPS COMBINATION	STANDARD NO. BC 655.13		
	 DIRECTOR, DEPARTMENT OF TRANSPORTATION		SCALE: NONE	SHEET 1 OF 1	

DETAILS FOR DETECTABLE WARNING SURFACE

SEE PLACEMENT GUIDELINES BELOW



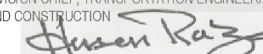
PLACEMENT GUIDELINES



WHERE ISLANDS OR MEDIANS ARE LESS THAN 6 FEET WIDE, THE DETECTABLE WARNING SURFACE SHOULD EXTEND ACROSS THE FULL LENGTH OF THE CUT THROUGH THE ISLAND OR MEDIAN

NOTES

1. THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 6 TO 8 INCHES FROM THE FACE OF CURB.
2. FOR SKEWED APPLICATIONS DETECTABLE WARNING SURFACE SHALL BE PLACED SO THAT THE DOMES CLOSEST TO THE BACK OF CURB ARE NO LESS THAN 0.5" AND NO MORE THAN 3.0" FROM THE BACK OF CURB. TRUNCATED DOME SURFACES SHALL BE FABRICATED TO PROVIDE FULL DOMES ONLY.
3. DETECTABLE WARNING SURFACES ARE REQUIRED AT STREET CROSSING ALLEY & SIGNALIZED INTERSECTIONS.

	APPROVED:	CITY OF BALTIMORE DEPARTMENT OF TRANSPORTATION TRANSPORTATION ENGINEERING AND CONSTRUCTION	ISSUED	REVISED	REVISED
	 DIVISION CHIEF, TRANSPORTATION ENGINEERING AND CONSTRUCTION  DIRECTOR, DEPARTMENT OF TRANSPORTATION		8 / 2010	03 / 2023	08/2024
			STANDARD NO. BC 655.40		
			SCALE: NONE	SHEET 1 OF 1	

E. **MINORITY AND WOMEN’S BUSINESS OPPORTUNITY REQUIREMENTS**

The Minority and Women’s Business Program information in this section is provided for convenience. The documents may be accessed from the City of Baltimore website, Mayor's Office of Small and Minority Business Advocacy & Development, at the following link:

<https://www.baltimorecity.gov/mwbd/our-work/bidding-contracting-opportunities>

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

PART A: INSTRUCTIONS

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

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

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

1. BID REQUIREMENTS

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

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

ONLY SUBMIT IF APPLICABLE:

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

2. VERIFYING CERTIFICATION

- Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified with Baltimore City by the Small and Minority Business Advocacy &

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

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE's

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

b) Credit for Self-Performance

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

c) Commercially Useful Function

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

d) Joint Ventures

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

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to

be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. Art. 5, §28-34.

f) Manufacturers and Suppliers

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

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

g) Insurance Companies and Travel Agents

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

h) Financial Institutions

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

i) Non-Affiliation

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

4. **WAIVER REQUESTS**

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

5. **SUBSTITUTION OF MBE OR WBE**

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

6. **CONTRACT REQUIREMENTS**

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

MBE and WBE participation is monitored using the Diversity Management System. You must log in and enter the needed information for each contract.

<https://baltimorecity.diversitycompliance.com/>

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



**MBE AND WBE BID PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer): _____

Address: _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number: _____

Total Value of Bid: \$ _____

Bid Due Date: _____

PART B:

MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

**COMPLETE A SEPARATE FORM FOR EACH MBE and WBE NAMED IN THIS BID.
(You are permitted to make additional copies of this form as needed). FOR GUIDANCE SEE
PART A: INSTRUCTIONS SECTIONS 2, 3A and 3F.**

Contract Number: _____

Name of Prime Contractor: _____

Name of Baltimore City Certified Subcontractor: _____

City Certification Number: _____ **MBE** _____ **WBE** _____

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

Materials/Supplies to be furnished by MBE or WBE:

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

ONLY WHOLE NUMBERS ACCEPTED. NO DECIMALS OR FRACTIONS.

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

Signature of Prime Contractor **(REQUIRED)**

Date

Email Address

Phone

Signature of MBE or WBE **(REQUIRED)**

Date

Email Address

Phone

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

PART C:
PRIME CONTRACTOR'S STATEMENT OF INTENT TO SELF-PERFORM

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

Name of Prime Contractor: _____

City Certification Number: _____ **MBE** _____ **WBE** _____ **Check one.**

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

Materials/Supplies to be furnished:

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

ONLY WHOLE NUMBERS ACCEPTED. NO DECIMALS OR FRACTIONS.

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Small and Minority Business Advocacy & Development Office (SMBA&D) to perform the work described above.

Signature of Prime Contractor (**REQUIRED**)

Date

Email: _____ Phone: _____

PART D: MBE/WBE BID PARTICIPATION AFFIDAVIT
--

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges **the MBE goal of 30 % and the WBE goal of 15 %** for this contract. Contractor has achieved the following participation detailed in the executed Statement of Intent Forms:

MBE _____ %

WBE _____ %

ONLY WHOLE NUMBERS ACCEPTED. NO DECIMALS OR FRACTIONS.

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

I understand that, if awarded the contract, my firm must log all MBE and WBE participation information in the Diversity Management System- <https://baltimorecity.diversitycompliance.com/>.

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

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

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

Contractor Company Name

Signature

Email Address and Phone

Print Name and Title

PART E: MBE/WBE BID PARTICIPATION GOAL WAIVER REQUEST FORM

Name of Bidder _____

Address _____

Contracting Agency: _____

Contract (Project) Number and Title: _____

Bid Due Date: _____

Goals on this contract..... MBE: 30 % and WBE: 15 %

I have achieved..... MBE: _____ % and WBE: _____ %

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

ONLY WHOLE NUMBERS ACCEPTED. NO DECIMALS OR FRACTIONS.

I have contacted SMBA&D for assistance: _____ Yes _____ No (Check One)

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

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

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

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

Signature of Authorized Company Representative

Date

BIDDER SUBMISSION CHECKLIST

- ☐ You have reviewed the **Bidder Information Guide** following this checklist
- ☐ You have viewed the Diversity Management System website-
<https://baltimorecity.diversitycompliance.com/>

- Cover Sheet
 - ☐ Include all requested information.
 - ☐ You must include the total value of your bid.

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

- **Part D: MBE/WBE Participation Affidavit**
 - ☐ The applicable MBE/WBE goal was entered in the first paragraph (this goal should match the goal stated in the bid solicitation).
 - ☐ Stated MBE or WBE percentage (%) of work to be performed (this percentage should match the goals set on the bid solicitation).
 - ☐ Completed Company name and address.
 - ☐ Signed your name.
 - ☐ Printed name and title of the person who signed the form.

OPTIONAL FORMS, these should only be submitted if applicable

- **Part C: Statement of Self-Performance**
 - ☐ You are certified MBE/WBE by Baltimore City SMBA&D.
 - ☐ Included the percentage of work to be applied to the applicable MBE or WBE participation goal.
 - ☐ Self-performing percentage is not over 50% of value of work to be performed by your forces.
 - ☐ Detailed Brief description of work to be provided.
 - ☐ Detailed Materials/supplies to be provided (if applicable).
 - ☐ Stated Percentage of Work the **prime intends to self-perform as the MBE or WBE**.
 - ☐ Form is signed by the Bidder.

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

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

Bidder Information Guide

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

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

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

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

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

Can I get a waiver of the contract participation goals?

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

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

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

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

What are "good faith efforts"?

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

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

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

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

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

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

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

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

F. LOCAL HIRING LAW

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

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

AN ORDINANCE CONCERNING

1 **Finance and Procurement – Local Hiring**

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

6 BY adding

7 Article 5 - Finance, Property, and Procurement
8 Section(s) 27-1 to 27-10 to be under the new subtitle,
9 "Subtitle 27. Local Hiring"
10 Baltimore City Code
11 (Edition 2000)

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

14 **Baltimore City Code**

15 **Article 5. Finance, Property, and Procurement**

16 **Subtitle 27. Local Hiring**

17 **§ 27-1. DEFINITIONS.**

18 (A) *IN GENERAL.*

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

20 (B) *BENEFICIARY.*

21 "BENEFICIARY" MEANS ANY PERSON WHO:

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

Council Bill 12-0159

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

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

4 (C) *CITY-SUBSIDIZED PROJECT.*

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

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

9 (2) PAYMENT IN LIEU OF TAXES;

10 (3) TAX INCREMENT FINANCING;

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

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

16 (D) *MOED.*

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

18 (E) *PERSON.*

19 "PERSON" MEANS:

20 (1) AN INDIVIDUAL;

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

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

25 **§ 27-2. SCOPE OF SUBTITLE.**

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

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

Council Bill 12-0159

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

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

§ 27-3. {RESERVED}

§ 27-4. EMPLOYMENT ANALYSIS.

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

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

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

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

(A) *IN GENERAL.*

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

(B) *EXCEPTIONS.*

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

(1) A GOOD FAITH EFFORT TO COMPLY HAS BEEN MADE BY THE BENEFICIARY;

(2) THE BENEFICIARY IS LOCATED OUTSIDE THE BALTIMORE STANDARD METROPOLITAN STATISTICAL AREA AND NONE OF THE CONTRACT WORK IS PERFORMED INSIDE THE BALTIMORE STANDARD METROPOLITAN STATISTICAL AREA;

(3) THE BENEFICIARY HAS ENTERED INTO A SATISFACTORY SPECIAL WORKFORCE DEVELOPMENT TRAINING OR PLACEMENT ARRANGEMENT WITH MOED; OR

(4) THERE ARE INSUFFICIENT NUMBERS OF BALTIMORE CITY RESIDENTS IN THE LABOR MARKET WHO POSSESS THE SKILLS REQUIRED BY THE NEW JOBS NEEDED TO BE FILLED FOR THE CONTRACT OR PROJECT.

LHL-3

Council Bill 12-0159

1 **§ 27-7. RULES AND REGULATIONS.**

2 **(A) *MOED TO ADOPT.***

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

5 **(B) *FILING.***

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

8 **§ 27-8. REQUIRED REPORTS.**

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

11 (1) THE NUMBER OF EMPLOYEES NEEDED FOR THE CONTRACT OR PROJECT;

12 (2) THE NUMBER OF CURRENT EMPLOYEES TRANSFERRED;

13 (3) THE NUMBER OF NEW JOB OPENINGS CREATED;

14 (4) THE NUMBER OF JOB OPENINGS LISTED WITH MOED;

15 (5) THE TOTAL NUMBER OF BALTIMORE CITY RESIDENTS HIRED FOR THE REPORTING
16 PERIOD AND THE CUMULATIVE TOTAL NUMBER OF BALTIMORE CITY RESIDENTS HIRED;

17 (6) TOTAL NUMBER OF ALL EMPLOYEES HIRED FOR THE REPORTING PERIOD AND THE
18 CUMULATIVE TOTAL OF EMPLOYEES HIRED; AND

19 (7) FOR EACH NEW HIRE DURING THE REPORTING PERIOD, THE NEW HIRE'S:

20 (1) NAME;

21 (2) SOCIAL SECURITY NUMBER;

22 (3) JOB TITLE;

23 (4) HIRE DATE;

24 (5) RESIDENCE; AND

25 (6) REFERRAL SOURCE.

26 **§ 27-9. {RESERVED}**

LHL-4

Council Bill 12-0159

1 **§ 27-10. PENALTIES.**

2 (A) *DEBARMENT FOR 1 YEAR.*

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

9 (B) *CRIMINAL PENALTIES.*

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

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

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

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

President, Baltimore City Council

Certified as duly delivered to Her Honor, the Mayor,

this _____ day of _____, 20__

Chief Clerk

Approved this _____ day of _____, 20__

Mayor, Baltimore City

BALTIMORE CITY LOCAL HIRING LAW

Rules and Regulations

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

BALTIMORE CITY LOCAL HIRING LAW

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

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

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

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

11. If MOED cannot fill a job posting provided by a vendor or others subject to the Law within the seven-day period, the person or others subject to the Law must still meet the 51% residency requirement on new hires. This requirement will only be waived if : 1) the person or others subject to the Law requests a waiver in writing and can provide documentation that they made good faith efforts in the form of job posting and other recruitment methods and that there were insufficient qualified applicants to fill the available new positions or ; 2) the bidder is able to confirm in the bid process that the contract will be only for services that will be performed or for products that will be manufactured outside the Baltimore Metropolitan Area and as such, no new positions will be called for in Baltimore area.

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

BALTIMORE CITY LOCAL HIRING LAW

12. Definitions:

- a. *Good Faith Effort* is defined as a set of activities conducted by the contractor/vendor or other person which demonstrate multiple types of outreach efforts have been made to City residents including, but not limited to: ads in local papers, paid local job boards, information to local educational and workforce organizations, as well as an objective review and rating of resumes of city residents. (§ 27-6 (B) (1))
- b. *Substantially below appraised value* is the sale or transfer of land applicable to property that has been approved and sold for an amount below 30% of the appraised value. (§ 27-1 (C) (1))
- c. *“Satisfactory Special Workforce Development Training or Placement Arrangement”* is defined as a written agreement with MOED or a recognized workforce partner for a customized training or On-The-Job-Training opportunity leading to unsubsidized employment. (§27-6(B) (3))

Rev 10/2016



City of Baltimore
Local Hiring Certification and Compliance Statement

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

For the purpose of requiring employers (contractors and their subcontractors) benefitted by City contracts and subsidies to take measures to hire Baltimore City residents, all businesses awarded a contract with the City for more than \$300,000 or will benefit from more than \$5,000,000 in assistance for a subsidized project, shall agree to comply with the terms of the Local Hiring Law Section 27-1 as described in the bid specification.

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

Signature: _____ Title: _____ Phone: _____

Company Address: _____ Email: _____

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

Baltimore City Agency: _____

Contract No./Description: _____

Award Amount: _____ Award Date: _____

Contractor's Rep for Local Hiring compliance: _____

Telephone #: _____ Email: _____

City Agency Staff Name/Title Date

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

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

☐ Complied with the requirements of the Local Hiring Law Section 27-1 and met with MOED on _____ to assess their employment needs, complete the workforce plan and identify new jobs. We have been informed that an estimate of _____ jobs will be created as a result of the contract award.

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

MOED Staff Name/Title Date

If there are any questions, please call John Ford at 410-396-9974

G. PREVAILING WAGE RATES – CITY OF BALTIMORE

CITY OF BALTIMORE

Brandon M. Scott, Mayor



OFFICE OF EQUITY AND CIVIL RIGHTS
WAGE COMMISSION

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

**NOTICE TO CONTRACTORS
BALTIMORE CITY PREVAILING WAGE REQUIREMENTS**

The Baltimore City Code Article 5, Subtitle 25, "Prevailing Wages for Work Under Construction Contracts," Contractors awarded City construction contracts are required to pay their employees a "Prevailing Wage" to be determined each year by the Board of Estimates and must become thoroughly familiar with the "Prevailing Wage" requirement. A copy of the City Code, Art. 5, Subtitle 25 can be found on the City of Baltimore's website (<http://civilrights.baltimorecity.gov/wage-commission>). A copy of the Prevailing Wage law and Rates that apply to this contract is included.

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

Copies of completed reports shall be submitted via <https://prod-cdn.lcptracker.net/login/login>.

Once your project has been registered, you will receive your credentials to submit payrolls.

You must contact the Wage Commission to ensure your project has been registered:

Wage Commission Contact Information

Email: wagepayrolls@baltimorecity.gov

Phone: 410-396-3141

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

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

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

SUBTITLE 25
PREVAILING WAGES FOR WORK UNDER
CONSTRUCTION CONTRACTS

§ 25-1. Definitions.

(a) *Apprentice.*

- (1) The term “apprentice” as used in this subtitle means a person at least 16 years of age who has entered into a written agreement with an employer or his agent, an association of employers, or an organization of employers, or a joint committee representing both, and which shall state the trade, craft, or occupation which the apprentice is to be taught, and the time at which the apprenticeship will begin and end.
- (2) All such apprenticeship agreements shall be approved by the Maryland Apprenticeship and Training Council, and certification of such approval shall be furnished to the Wage Commission.

(b) *Contractor.*

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

(c) *Subcontractor.*

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

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

§ 25-2. Scope of subtitle.

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

This subtitle applies to each and every contract in excess of \$5,000 made by the Board of Estimates (hereinafter referred to as “the City”), or on its behalf, with any person, firm or corporation for the construction, reconstruction, erection, conversion, installation, alteration, repair, maintenance, renovation, razing, demolition, moving, removing, grading, paving, repaving, curbing, filling, excavation, or any other operation or work to be done or performed in, on, upon, or in connection with any building, bridge, viaduct, tunnel, tower, stack, or other structure, airport, land, highway, pier, wharf, sewer, drain, main, conduit, machinery, or mechanical, electrical, or other equipment.

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

This subtitle applies to each and every project approved by the Mayor and City Council on or after January 1, 2019, receiving funds from tax increment financing in excess of \$10,000,000

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in the aggregate to the extent those funds are used in whole or in part for the construction, reconstruction, erection, conversion, installation, alteration, repair, maintenance, renovation, razing, demolition, moving, removing, grading, paving, repaving, curbing, filling, excavation, or any other operation or work to be done or performed in, on, upon, or in connection with any building, bridge, viaduct, tunnel, tower, stack, or other structure, airport, land, highway, pier, wharf, sewer, drain, main, conduit, machinery, or mechanical, electrical, or other equipment. (*City Code, 1950, art. 1, §14(intro par.); 1966, art. 1, §16(a); 1976/83, art. 1, §19(intro.) (Ord. 45-225; Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 89-309; Ord. 19-226.)*)

§ 25-3. Workday.

(a) *Regular work day.*

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

(b) *Overtime.*

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

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

§ 25-4. Worker classifications.

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

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

§ 25-5. Prevailing wages - In general.

(a) *Payment required.*

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

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

(b) *Rates to be posted.*

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

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

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

§ 25-6. Prevailing wages - Overtime.

(a) *Payment required.*

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

(b) *How computed.*

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

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

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

(a) *\$50 per day.*

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

(b) *Exception.*

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

(c) *Each day a separate offense.*

Each day's violation shall constitute a separate offense.

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

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

(a) In general.

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

(b) Retaliation prohibited.

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

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

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

§ 25-9. Required records - In general.

(a) Contractors to maintain.

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

(b) Contents.

These records shall contain:

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

(9) such other data as may be required by the Board of Estimates from time to time.
(City Code, 1950, art. 1, §14(e); 1966, art. 1, §16(f)(1st sen.); 1976/83, art. 1, §19(d)(1).) (Ord. 45-225;
Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 04-672.)

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

(a) *Contractor to submit.*

The contractor shall submit 2 complete copies of his weekly project payrolls and the weekly project payrolls of each of his subcontractors, consecutively numbered, not later than 14 days from the end of their respective payroll periods, 1 copy to be sent to the contracting agency, the other to the Wage Commission where the same will be available for public inspection during regular business hours.

(b) *Contents.*

The weekly project payrolls shall contain:

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

(c) *Prime contractor responsible for subcontractors.*

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

(d) *Signed statement of compliance.*

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

- (1) that the payroll is correct;

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- (2) that the wage rates contained therein are not less than those established by the Board of Estimates as set forth in the contract;
- (3) that the classification set forth for each laborer, mechanic, or apprentice conforms with the work he performed; and
- (4) that the contractor and the subcontractor, as the case may be, has complied with the provisions of this subtitle.
(City Code, 1966, art. 1, §16(f)(2nd sen.) ; 1976/83, art. 1, §19(d)(2).) (Ord. 59-1960; Ord. 67-969; Ord. 73-348.)

§ 25-11. Required records - Delinquencies.

- (a) *Payments may be withheld.*

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

- (b) *Fines.*

In addition, if the contractor is delinquent in submitting any payroll, the contractor shall forfeit and pay to the City a penalty of \$10 for each calendar day that the weekly payroll is late.
(City Code, 1966, art. 1, §16(h); 1976/83, art. 1, §19(d)(3).) (Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 08-084.)

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

- (a) *Mechanics and apprentices.*

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

- (b) *Laborers.*

- (1) Nothing in this subtitle prevents the employment of laborers to perform work not ordinarily performed by a skilled mechanic or his or her apprentice of the trade, craft, or may perform work ordinarily performed by a skilled mechanic or apprentice of the trade, craft, or occupation.
- (2) Where a laborer performs the work ordinarily performed by any skilled mechanic or his or her apprentice, she or he shall be paid for the entire time she or he has performed that work at

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

(c) *Penalties.*

- (1) If the contractor or subcontractor utilizes more apprentices than permitted under the ratio established under the provisions of this subtitle, the contractor shall forfeit and pay to the City a penalty in the amount of \$20 per day per employee for each violation. Each day's violation shall constitute a separate offense.
- (2) If the contractor or subcontractor pays an employee a laborer's wage rate when the employee is performing work ordinarily performed by a skilled mechanic or a skilled mechanic's apprentice, the contractor shall forfeit and pay to the City a penalty in the amount of \$50 per day per employee for each violation. Each day's violation shall constitute a separate offense. *(City Code, 1966, art. 1, §1(a), (b); 1976/83, art. 1, §19(e).) (Ord. 59-1960; Ord. 67-969; Ord. 73-348; Ord. 89-309; Ord. 08-085.)*

§ 25-13. Withholding payments.

(a) *For outstanding obligations.*

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

- (1) to pay such laborers, mechanics, and apprentices employed by the contractor or any subcontractor the full amount of wages required by the provisions of this subtitle; and
- (2) to satisfy any liability of any contractor or subcontractor for any penalties as provided herein.

(b) *For failure to post rates.*

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

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

§ 25-14. Investigations.

(a) *Agency to report irregularity.*

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

(b) *Commission to investigate.*

- (1) The Wage Commission shall cause investigations to be made as may be necessary to determine whether there has been compliance with the provisions of this subtitle and the regulations promulgated thereunder, and contained in the contract.
- (2) The contractor and subcontractors shall permit representatives of the City to observe work being performed upon the work site, to interview employees, and to examine the books and records relating to the payrolls on the project being investigated to determine the correctness of classifications, ratios or apprentices to mechanics and any payment of proper regular and overtime rates as required.
- (3) Complaints of alleged violations shall be investigated promptly and statements, written or oral, made by an employee shall be treated as confidential and shall not be disclosed to his employer without the consent of the employee.

(c) *Subpoenas.*

- (1) If necessary for the enforcement of this subtitle, the Wage Commission may issue subpoenas, compel the attendance and testimony of witnesses and the production of books, papers, records, and documents relating to payroll records necessary for hearings, investigations, and proceedings.
- (2) Any such subpoena shall be served by the Sheriff of Baltimore City or any of his deputies.
- (3) In case of disobedience to a subpoena, the Wage Commission may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the production of books, papers, records, and documents. Said court, in case of contumacy or refusal to obey any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records and documents, as the case may be, is relevant or necessary for such hearings, investigations or proceedings of the Wage Commission, may issue an order requiring the attendance or testimony of such witnesses or the production of such books, papers, records and documents, and any failure to obey such order of court may be punishable by the court as contempt thereof.

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

§ 25-15. Penalties.

(a) *Debarment for 1 year.*

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

(b) *Criminal penalties.*

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

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

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

§ 25-16. Schedules of prevailing wage rates.

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

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

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

(b) *Basis of revision.*

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

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

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

(c) *Authority of Board not restricted.*

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

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

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

(a) Definitions.

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

(i) the regular hourly rate of pay; and

(ii) the amount of:

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

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

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

(b) Obligation to pay.

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

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

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

(a) *In general.*

Subject to Title 4 {"Administrative Procedure Act – Regulations"} of the City General Provisions Article, the Board of Estimates is hereby authorized and empowered to make any and all rules and regulations that, from time to time, may be necessary to effectuate the purpose of this subtitle, including, but not limited to, the authority to make a final determination as to the amount of restitution and the amount of liquidated damages to be assessed for violations of the provisions of this subtitle.

Editor's Note: By authority of Ordinance 20-431, Section 5, the Director of Legislative Reference, in consultation with the Law Department, has conformed the text of this subsection to refer to and reflect the requirements of the recently-enacted Administrative Procedure Act that, effective January 15, 2021, governs the proposal, adoption, and publication of administrative rules and regulations.

(b) *Private action not precluded.*

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

(City Code, 1950, art. 1, §16; 1966, art. 1, §19; 1976/83, art. 1, §22.) (Ord. 45-225; Ord. 67-969; Ord. 73-348; Text Conformed 02/14/21.)

§ 25-19. Effect of federal law.

(a) *Agreements with federal government.*

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

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

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

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

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

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

§ 25-20. Existing contracts excepted.

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

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

§ 25-21. Inconsistent laws repealed.

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

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

§ 25-22. ~~{Repealed by Ord. 22-125}~~

§ 25-23. Effect of repeal.

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

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

OPTIONAL PREVAILING WAGE REPORTING FORM



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS _____

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

PAYROLL NO. _____ PROJECT OR CONTRACT NO. _____

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
										HOURS WORKED EACH DAY				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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2026 PREVAILING WAGE RATES

CLASSIFICATION NO.1
BUILDINGS

The following minimum hourly wage rates shall apply to all contracts in excess of five Thousand Dollars (\$5,000) in connection with new building construction, major remodeling and rehabilitation of buildings and for construction, reconstruction, erection, conversion installation, alteration, renovation, razing, **demolition**, moving or removing on any airport, pier wharf, sewer, drain, main, conduit, machinery or mechanical, electrical or other equipment or any other operation, or work to be done or performed in, on, upon or in connection with any building, bridge over water, tunnel, tower, stack, filtration plant, waste water or sewage treatment works, pumping stations, and other such structures.

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

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2026 PREVAILING WAGE RATES July 2025

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Laborers			
- General Laborers: Flaggers, Tool and Material Handlers (Except Tenders), Clean-Up, Janitors, Truck Checkers, Dumpmen, Spotter, Landscape Laborer, Mulcher, Watchmen (Including Fire Watchmen)	\$28.34	\$7.92	\$36.26
- Semi-Skilled Laborers: Potmen, Power or Air Tool Operators, Pipelayers, Drillers Concrete Laborers, Signalmen, Small Machine Operators, Laser Beam Operators, Scaffold Builders, Caisson Laborer, Jack Hammer Operator (80 lbs. and over), Hazmat Handler	\$28.57	\$8.05	\$36.62
Painters/Commercial Painters	\$29.16	\$12.01	\$41.17
Plumbers/Steamfitters/Pipefitter	\$47.78	\$25.93	\$73.71
HVAC	\$46.21	\$24.90	\$71.11
Roofters			
- Slate and Tile	\$32.26	\$14.71	\$46.97
- Wood Block	\$32.26	\$14.71	\$46.97
- Composition - Water proofer	\$32.26	\$14.71	\$46.97

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2026 PREVAILING WAGE RATES

July 2026

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

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

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JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Truck Driver			
- Goose Neck Drop Frame	\$15.82	\$3.75	\$19.57
- Trailer Driver	\$15.50	\$3.75	\$19.25
- Flat Bed and Pickup	\$26.00	\$0	\$26.00
- Dump Truck Driver (Site Only) Welder Receives Rate For Craft Involved	\$22.00	\$11.21	\$33.21

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Clerk to the Board of Estimates

2026 PREVAILING WAGE RATES

APPRENTICESHIP RATES

PERCENTAGE OF JOURNEYMAN' S HOURLY RATE

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

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

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

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

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12/18/2025

Clerk to the Board of Estimates

2026 PREVAILING WAGE RATES

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

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

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

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

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12/18/2025

Clerk to the Board of Estimates

2026 PREVAILING WAGE RATES

APPRENTICESHIP RATES

PERCENTAGE OF JOURNEYMAN' S HOURLY RATE

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

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

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

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

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2026 PREVAILING WAGE RATES

APPRENTICESHIP RATES

PERCENTAGE OF JOURNEYMAN' S HOURLY RATE

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

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

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

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

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2026 PREVAILING WAGE RATES

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

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

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

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2026 PREVAILING WAGE RATES

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

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

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

LABORER'S WORK

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

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

The above definition is to preclude inadvertent misclassification of laborers.

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2026 PREVAILING WAGE RATES

CLASSIFICATION NO. 2
HIGHWAYS

The following minimum hourly wage rates shall apply to all construction contracts in excess of Five Thousand Dollars (\$5,000) when such contracts involve work on highways and streets; and said work includes paving, repaving, construction, and complete reconstruction. This classification also applies to repair, renovation, or construction and reconstruction of viaducts and bridges predominately over land.

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Bricklayers	\$38.80	\$15.57	\$54.37
Carpenters/Piledriver	\$35.89	\$14.60	\$50.49
Scaffold Builders	\$35.89	\$14.60	\$50.49
Stonemason	\$45.65	\$21.51	\$67.16
Bricklayers	\$37.50	\$14.78	\$52.28
Cement Mason/Plasterers	\$28.45	\$11.47	\$39.32
Electricians	\$50.95	\$20.91	\$71.86
Ironworkers			
- Structural/Reinforcing/Rigging	\$37.60	\$27.14	\$64.74
- Fence Erectors			
Laborers			
- General Laborers: Flaggers, Dumpmen, Spotter, Landscape Laborer, Mulcher, Chain/Rodman, any other	\$28.34	\$7.92	\$36.26
- Semi-Skilled Laborers: Form Setter, any Other	\$28.57	\$8.05	\$36.62
Painters			
- Spray, Structural Steel, Steam Cleaning and Sandblasting, Bridge	\$39.83	\$13.77	\$53.60

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July 2026

2026 PREVAILING WAGE RATES

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
<u>POWER EQUIPMENT OPERATORS</u> Certified Crane Operators (CCO)	\$42.00	\$19.10	\$61.10
<u>GROUP IA:</u> Gradalls, graders, repair mechanics and Welders.	\$37.24	\$14.05	\$51.29
<u>GROUP I:</u> Excavators, Boom Trucks, Dozers (regardless of sizes), Loader Backhoes (regardless of size), Front End Loaders (1 ¼ Yards and over), Batch Plants, Concrete Mixing Plants, Concrete Pavers, Concrete Bridge and Roadway Paver/Placer, Curb and Gutter Machines, Concrete Slip Form Machine, Concrete Pumps, Drill Rigs, Hoists, Standard Gauge Locomotive, Trenching Machine, Scrapers (regardless of size), Tunnel Mucking Machines, Compactor with Attachments, Milling Machines.	\$37.24	\$14.05	\$51.29
<u>GROUP II:</u> Fuel/grease truck, power roller, mini-excavators, skid steer (with attachments), asphalt spreader, guard rail post pounder, concrete mixer (with slip), concrete spreader, ditch witch type trencher, narrow gauge locomotive, snooper truck, stone crusher, stone spreader, trucks (on and off road), snooper/vac truck, bull float, power sweepers, front end loaders (1 yard and under), and articulating trucks.	\$35.18	\$15.12	\$50.30

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Clerk to the Board of Estimates

2026 PREVAILING WAGE RATES July 2025

JOURNEYMEN	HOURLY RATE	FRINGE BENEFIT S	TOTAL
GROUP III: Skid Steer, Power Sweepers, Dirt Roller, Articulating Trucks, Conveyors, Grout Pump, High-lift, Forklifts, Power Track Drill, Well-Drill, Well-Point Systems, and all Oilers.	\$32.24	\$12.85	\$45.09
Truck Drivers - Dump Truck (Site Only)	\$22.00	\$11.21	\$33.21

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

ELECTRICIANS	
First 6 months	40
Second 6 months	40
Second year	55
Third year	65
Fourth year	70
Fifth year	75

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2026 PREVAILING WAGE RATES

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

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

LABORER'S WORK

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

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

The above definition is to preclude inadvertent misclassification of laborers.

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