Liberty Dog Park RFP
Response to Contractor Questions #1 – Issued 10/15/2026

1. **Would DPOB consider extending the deadline for submitting questions?**

   An addendum to the RFP has been posted allowing for questions to be submitted until October 15 at 5:00 PM.

2. **Please confirm if the procurement method is intended to be GMP or fixed-price/lump sum.**

   DPOB will select a GC and negotiate a GMP. Semi-final plans for the project have been submitted to the City - final design may be subject to refinement based on city agency reviews and potential value-engineering decisions that may be required. The bid pricing form provided is intended for prospective GCs to demonstrate their best efforts at pricing by project category so that DPOB can fairly evaluate proposals in a fashion that is as apples-to-apples as possible. Open book costs when the project proceeds will be required, and will be the basis for reimbursement requests submitted to the State of Maryland Department of General Services (the project funder).

3. **Section 4.7 requests relevant projects completed within the last seven (7) years. Would the Downtown Partnership of Baltimore consider extending this to eight (8) years?**

   Prospective contractors may provide examples of relevant projects that were completed longer than seven years ago, but must label all referenced projects with the completed year. Favorable consideration will be given to contractors with a track record of completing relevant projects in recent years.

4. **Page 19 shows 4.6 as "Certified Business Designations & Participation" while 4.2 Proposal Organization shows Item 8 as "Compliance and Procurement Documentation"—are these the same sections?**

These refer to two different things. See Section 4.11 for details that relate to Item 8 referenced in Section 4.2.

5. **Section 4.11 lists several items that may be required with the proposal. Are there specific forms required for the following items and if so, can they be provided?**

    a. Workforce participation or apprenticeship information
    b. Prevailing wage compliance acknowledgments
    c. Procurement and compliance forms
    d. Certifications associated with public funding requirements
    e. Any other forms or attachments identified within the Procurement Documents or appendices

    At this time, respondents only need to provide confirmation of good standing and evidence of insurance/insurability, along with written acknowledgements that a) RFP addenda have been read, and b) that the remaining items on the list will be required at the contract stage.

6. **Is the intent of the RFP for contractors to provide an allowance for line items that are not shown on the bid sheet?**

    Prospective contractors should include pricing estimates for all required elements of the project. The bid sheet is a baseline template – contractors may add additional line items to the template in order to capture costs that are not identified within the provided categories.

7. **Please provide specifications related to Site Grading (Div 31) and Underground Utilities (Div 33).**

    The contract shall adhere to the specifications outlined in the Baltimore City Green Book, per Note 3 under the "General Construction Notes" heading on Drawing C-01, Civil Legend, Abbreviations, and General Notes. Contractors shall also note that the Baltimore City Green Book will regulate this project unless otherwise specified on the drawings or specifications.

8. **With regards to hazardous soils, PM Document 00 31 26 (p16) references an Urban Green hazardous soils report dated 04-21-2025 "indicating presence of one or more hazardous chemicals.: However, the report is not bound in the Project Manual. Sections 02 41 16 and 02 41 19, Paragraph 1.8.D (pp178, 185), state that hazardous materials "will be removed by Owner under a separate contract." Please provide the report and confirm that any hazardous or contaminated soil will be removed by the Owner under a separate contract. Note that Unit Price No. 1 (01 22 00, p43) addresses only "unsatisfactory soil."**

   The spec incorrectly states that there was presence of hazardous materials. There are no hazardous materials that were found on site. A copy of the full report can be downloaded by following the below link.

   Draft Phase I ESA Binder - Liberty Dog Park.pdf
   https://mahanrykiel.egnyte.com/dl/VpF98cj3PtwY
   Password: dWG1Vm81Q3mr

9. **Regarding work hours and lane-closure restrictions, Sheet X1.02, Note 3 states that "no work, lane closures, or disruptions of traffic" are permitted on weekdays between 6:00–9:00 AM and 3:00–6:00 PM. PM Section 01 10 00, Paragraph 1.9.B (p36) permits work from 7:00 AM to 6:00 PM, Monday through Friday. Please confirm whether Note 3 restricts all work or only work affecting traffic. Please also confirm whether weekend work is permitted, as Paragraph 1.9.B.1 is unclear.**

   The note pertains to only work affecting traffic, not the work site itself. We anticipate that weekend work would be permitted, provided it does not impede traffic. We will verify but assume it is allowed.

10. **Regarding liquidated damages, PM Document 00 73 00, Article 16 (p31) provides for liquidated damages, but both rates read "$ <Insert amount>." The sample agreement in RFP Appendix D does not include a liquidated damages provision. Please confirm whether liquidated damages will apply and, if so, at what rates.**

Specifics regarding liquidated damages will be negotiated with the selected GC. For the purposes of the RFP, prospective contractors should not factor liquidated damages into pricing.

11. **Regarding bonds and insurance, RFP Section 6.2 (p24) requires performance and payment bonds and lists required insurance coverages "consistent with the Contract Documents." The only stated limit is in Appendix D, Section VIII (p31): $1,000,000 per occurrence General Liability, plus "additional insurance as required by the City of Baltimore." Please provide the required bond amounts and the required limits for Automobile Liability, Umbrella/Excess Liability, and Builder's Risk.**

    DPOB is confirming these requirements and will share additional detail upon receipt.

12. **Regarding existing utility vaults, Sheet L2.10 shows the BGE vault enlargement and Vicinity steam vault manhole within the work area, including notes to "replace existing vent grates & provide grate frames" and a manhole frame and cover "supplied by Vicinity and installed by Contractor." Can the Owner or design team provide photographs of the existing vault roofs, grates, frames, and risers, along with any available condition information?**

    Please use this link to access site photos of BGE utility vaults:

    https://mahanrykiel.egnyte.com/fl/9WYRyc4Tjxvw
    Password: jXmWw852bX0D

    The note / comment regarding Vicinity stipulates that both Vicinity would be both the supplier and installer of the manhole risers at the steam vaults. Vicinity or their approved subcontractor must be used to perform the riser work at the steam vaults.

13. **Sheets C-05 and C-10 state that stormwater management for the remaining portion of the site will be addressed through a fee-in-lieu. Please confirm whether this fee will be paid by the Owner or should be included in the Contractor's pricing.**

A stormwater fee-in-lieu will be paid by DPOB prior to permit issuance. The permit has not yet been formally obtained, but the process has been initiated. Prospective contractors should not include this in their pricing.

14. **Regarding the proposed shade structure, PM Section 32 33 00, Paragraph 2.9 (p353) identifies AIP as the shade structure manufacturer, with Hans DeKlerk (h.deklerk@aipprojects.com) as the contact and engineering delegated to AIP. Please provide a phone number for AIP. Please also confirm whether AIP has provided pricing or lead time information to the design team, and whether the GC will contract with AIP directly.**

    The shade structure is to be listed as Deduct Alt#1 – if procured, the intent would be for the GC to contract directly with AIP. We have received pricing from AIP – the most recent pricing was June of 2026. Lead time and schedule for shop drawings, fabrication and installation has not been outlined by the design team – the GC is to work with AIP on integrating AIP's schedule into the overall project schedule. Hans Deklerk may be contacted by phone at 804-937-5020.

15. **Regarding the granite supplier, PM Sections 04 43 13.13, Paragraph 2.2.C (p205) and 32 14 00, Paragraph 2.5 (p320) identify Vermont Stone Art (Whitney Fellows, 802-505-2507) as the source for Silver Cloud granite. Please advise whether the design team has obtained pricing or lead time information.**

    The team received granite quotes from two vendors - HGH Granite and VSA Granite. Both of their estimates are now void and were for similar granites. We ask that all bidders quote the silver cloud granite and then if they desire, they can provide a credit for a granite from an alternative supplier with a similar color range as the basis of design. Contractor to inquire with suppliers on lead times. The following contacts for updated quotes may be reached (Alternate Vendors are also welcome to bid):

    VSA
    Whitney Fellows
    802-505-2507
    wfellows@vermontstoneart.com

HGH
Neil Hardwick
1-800-214-3414
neil@hghgranite.com

16. **Regarding pedestrian clear width, Sheet C-01, pedestrian Note 3 requires a minimum 4' wide pedestrian footway. Sheet X1.02, Note 6 requires a minimum 5' footway with a 5' passing zone every 200 feet, and Sheets X1.03–X1.05 note "Min. 5' ADA access to be maintained at all times." Please confirm which requirement governs.**

    The stricter 5’ clearance with 5’ passing zone requirement in the X series sheets shall govern.

ADDENDUM NO. 1

Request for Proposals (RFP): Liberty Dog Park General Contractor
Downtown Partnership of Baltimore (DPOB)

Solicitation Issue Date: September 21, 2026
Proposal Due Date: November 23, 2026, by 5:00 PM (EST)

Original Due Date for Questions: October 1, 2026, by 5:00 PM
Amended Due Date for Questions: October 15, 2026, by 5:00 PM

Addendum Issue Date: October 7, 2026

NOTICE TO ALL PROSPECTIVE RESPONDENTS

Addendum No. 1 is issued to extend the original deadline to submit questions and is incorporated into the original RFP.

---

1. MODIFICATION TO SUBMISSION DATE

Due to the volume and scope of questions received, and to provide respondents adequate time to review the RFP and project documents, DPOB is extending the question submission deadline.

The revised question submission deadline is **Thursday, October 15, 2026, by 5:00 PM (EST).**

---

2. CONTACT INFORMATION

Questions regarding this addendum must be submitted in accordance with the original RFP instructions.

LIBERTY DOG PARK

General Contractor

Request for Proposals

Downtown Partnership of Baltimore

TABLE OF CONTENTS

SOLICITATION TIMELINE 3
1. SOLICITATION GENERAL INFORMATION 5
2. PROJECT OVERVIEW 7
3. SCOPE OF SERVICES & PROJECT EXPECTATIONS 12
4. PROPOSAL REQUIREMENTS 17
5. EVALUATION & SELECTION PROCESS 23
6. CONTRACT REQUIREMENTS & GENERAL CONDITIONS 24
7. APPENDICES 25

SOLICITATION TIMELINE

Issue Date	Monday, September 21, 2026
Site Walk/ Pre-Bid Meeting	Tuesday, September 29, 2026 at 11:00 AM EST. Location: Liberty Dog Park 8 Park Avenue Baltimore, MD **Agenda:** DPOB will hold a site walk for interested Respondents. **Individuals interested in attending are asked to pre-register with the Solicitation Officer via email by 3:00 PM EST on Monday, September 28, 2026.** Attendance records may be utilized for procurement coordination and future solicitation communications. The Project site is publicly accessible from dusk until dawn. Respondents may independently visit the site during normal park operating hours; however, site visits shall not interfere with public use of the park or surrounding area.
Questions Due	Thursday, October 1, 2026 Questions should be directed to the Solicitation Officer (pterranova@dpob.org) via email by 5:00 PM EST. A document with responses to all questions received by the deadline above will be published on DPOB's website.
Answers Published	Monday, October 12, 2026
Response Submission Deadline	Monday, November 23, 2026 All proposals shall be submitted via email to the Issuing Office (bidders@dpob.org) no later than November 23, 2026 at 5:00 PM EST. The email subject line shall include the Project Name and Offeror name. Receipt of submissions will be acknowledged by the Issuing Office. Proposals shall be submitted in PDF format and organized in a clear and logical manner. If files exceed standard email size limitations, Offerors may utilize a downloadable file-sharing link or secure electronic transfer platform. All links shall remain active for a minimum of thirty (30) days following the submission deadline. Offerors are solely responsible for ensuring all proposal materials, attachments, and file links are successfully transmitted, accessible, and received by DPOB prior to the submission deadline. Incomplete, inaccessible, corrupted, or late submissions may be rejected at DPOB's discretion. By submitting a proposal, the Offeror grants DPOB the right to generate electronic and/or paper copies for procurement review, evaluation, stakeholder coordination, audit review, and other Project-related purposes.

	DPOB reserves the right to request supplemental materials, hard copies, or interview presentation materials if necessary, during the evaluation process.
Shortlisted Interview Notification	Target: Week of November 30 – December 4, 2026 Following review of all submitted proposals, DPOB, in coordination with the Project Evaluation Committee, shall determine which Respondents will be shortlisted for interviews and further consideration.
Interviews	Target: Week of December 7-11, 2026 Shortlisted Respondents will be contacted directly to coordinate interview scheduling and related logistics. At the discretion of the Issuing Office, interviews may be conducted in person and are currently anticipated to occur within the offices at DPOB. Additional interview instructions, presentation requirements, and scheduling information shall be provided directly to shortlisted Respondents following notification. Respondents are encouraged to reserve availability within their calendars during the anticipated interview period identified above. The interview process is anticipated to include: • An approximately thirty (30) minute presentation by the Respondent highlighting the firm's proposal, project understanding, staffing approach, schedule strategy, relevant experience, coordination capabilities, construction approach, and any additional information the Respondent believes distinguishes its team and qualifications; and • An approximately twenty (20) to thirty (30) minute question and answer session with the stakeholder evaluation committee.
Partner Selection Intent	Target: Tuesday, December 22, 2026
Notice To Proceed/ Contracting Intent	Target: January 2027 Following selection of the preferred Respondent, DPOB intends to proceed into contract negotiations, preconstruction coordination, and associated procurement activities. DPOB may elect to issue a limited Notice to Proceed ("NTP") authorizing the selected GC/CM to begin certain preconstruction, scheduling, procurement planning, coordination, and implementation support activities while final contract execution is completed. Additional information regarding contracting requirements, insurance requirements, bonding requirements, and associated procurement procedures is included elsewhere within this RFP and associated appendices.

1. SOLICITATION GENERAL INFORMATION

1.1 SUMMARY STATEMENT

The Downtown Partnership of Baltimore ("DPOB"), with funding support from the Maryland Department of General Services ("DGS") and in partnership with the Baltimore City Department of Transportation ("DOT"), is seeking proposals from qualified General Contractors/Construction Managers ("GC/CMs") to support implementation of the Liberty Dog Park Project located adjacent to CFG Bank Arena in Downtown Baltimore.

The Project will transform the existing dog park and surrounding public right-of-way into a more vibrant, welcoming, and connected urban open space designed to better serve Downtown residents, workers, visitors, and their pets. Funded through State capital funding, owned by Baltimore City, and managed by DPOB as the Owner's Representative and State-designated grantee, the Project represents a collaborative public realm investment intended to strengthen pedestrian connectivity, enhance the downtown environment, and create a more active and engaging civic space within the heart of Baltimore.

Although modest on a physical scale, the Project is highly visible, coordination-intensive, and operationally complex given its active downtown setting, surrounding stakeholders, and public funding requirements. Respondents should approach this opportunity with an understanding that strong construction leadership, stakeholder coordination, and thoughtful implementation will be critical to the Project's success.

1.2 ISSUING OFFICER/ISSUING OFFICE

Questions during the RFP period should be directed to the Issuing Officer:

PATRICK TERRANOVA
Vice President of Economic Development
Downtown Partnership of Baltimore
pterranova@dpob.org

RFP submissions must be submitted by the RFP deadline to the Issuing Office at bidders@dpob.org

The sole points of contact for purposes of this RFP are the Issuing Officer and Issuing Office. Any questions regarding any aspect of this proposal must be directed to Patrick Terranova in writing, and RFP responses should go directly to the Issuing Office.

1.3 DURATION & VALIDITY OF PROPOSALS

All proposals, pricing, staffing commitments, schedule assumptions, fee structures, and associated Offeror representations submitted in response to this RFP shall remain valid for a minimum period of one hundred twenty (120) days following the proposal submission deadline. Following selection of the preferred Respondent, DPOB intends to negotiate with the selected firm to finalize an acceptable contract structure, project approach, pricing framework, preconstruction services scope, and associated implementation strategy for the Liberty Dog Park Project.
The proposal validity period may be extended beyond the initial one hundred twenty (120) day period upon mutual written agreement between DPOB and the Offeror.

1.4 ACRUED PROPOSAL DEVELOPMENT COSTS

All costs incurred by Offerors/Respondents associated with proposal preparation, interviews, presentations, clarifications, negotiations, or procurement participation shall be the sole responsibility of the Respondent. DPOB is not responsible for any proposal costs.

1.5 PROCUREMENT RIGHTS, PROPOSAL OWNERSHIP, PUBLIC RECORDS & PROPOSAL ACKNOWLEDGEMENT

DPOB reserves the right to accept or reject any proposal, waive minor irregularities or informalities, request clarifications or supplemental information, negotiate with one or more Respondents, modify procurement procedures or schedules, discontinue the solicitation process, or pursue any procurement approach determined to be in the best interest of the Project. Selection through this RFP process does not guarantee award of a contract. Final contract execution shall remain subject to successful negotiation of contract terms, insurance and bonding requirements, procurement compliance review, funding coordination, and approval by DPOB and applicable Project stakeholders. Submission of a proposal in response to this RFP shall constitute acknowledgement by the Respondent that it has reviewed the Procurement Documents and understands the general scope, operational conditions, procurement structure, and implementation expectations associated with the Project. Respondents shall further acknowledge that the selected GC/CM will be expected to substantially comply with the contractual framework and associated Project conditions identified within this RFP and associated appendices.

All proposals, supporting materials, schedules, pricing information, presentations, and related submission materials shall become the property of DPOB upon submission and may be retained for procurement documentation, evaluation, audit, recordkeeping, and Project-related purposes. Because this Project involves public funding and governmental coordination, submitted materials may be subject to public disclosure laws, records retention requirements, audit procedures, or public information requests. If a Respondent believes any portion of its proposal contains proprietary or confidential information, such information shall be clearly identified within the submission. DPOB does not guarantee that information identified as confidential will be protected from disclosure if disclosure is required by law, governmental request, audit requirement, or court order.

2. PROJECT OVERVIEW

2.1 PROJECT BACKGROUND

The Liberty Dog Park Project represents a significant investment in the continued revitalization, beautification, and activation of Downtown Baltimore's public realm. Located adjacent to CFG Bank Arena and surrounded by some of the city's busiest pedestrian corridors, entertainment destinations, businesses, and civic assets, the Project seeks to transform and elevate an existing dog run and surrounding public right-of-way into a more vibrant, welcoming, safe, and connected urban open space for residents, workers, visitors, and their pets. Through enhanced landscaping, pedestrian improvements, lighting, site infrastructure, public gathering areas, and placemaking elements, the Project is intended to strengthen connectivity between surrounding downtown destinations while contributing to a more active and people-oriented environment in the heart of the city.

Through State investment, City ownership, and nonprofit stewardship, the Project represents a shared commitment to improving Baltimore's public spaces and investing in civic infrastructure that supports quality of life, public safety, economic activity, and long-term downtown vitality. Although modest in physical footprint, the Project should be understood as a highly visible urban public realm initiative that requires thoughtful coordination, strong construction leadership, and careful implementation within an active downtown environment.

2.2 PROJECT VISION & GOALS

PROJECT VISION

The Liberty Dog Park Project is envisioned as more than a park improvement project — it is an opportunity to help strengthen the experience of Downtown Baltimore through thoughtful public space investment. By transforming an underutilized and highly visible downtown site into a vibrant, welcoming, and active civic amenity, the Project will create a place where residents, visitors, workers, and their pets can gather, relax, connect, and engage with the city in a meaningful way. The Project Team is seeking a GC/CM partner that understands the broader impact of public realm projects and approaches this opportunity with a commitment to quality, collaboration, safety, and civic pride. The successful implementation of this Project has the potential to positively contribute to a more connected, beautiful, and people-focused downtown environment.

PROJECT GOALS

- **Enhanced Connectivity** - Create a safer, more welcoming, and more connected public space that strengthens pedestrian connections between surrounding destinations, businesses, entertainment venues, and public infrastructure while serving Downtown residents, workers, visitors, and their pets.
- **Strong GC Partnership** - Identify an experienced and collaborative GC/CM partner capable of successfully leading a complex urban public realm project involving multiple stakeholders, public funding requirements, active downtown operations, and aggressive implementation timelines.
- **Responsible Stewardship** - Maintain strong budget oversight, thoughtful procurement practices, and responsible management of public funding resources while delivering a high-quality and impactful civic infrastructure project.
- **Durable Design** - Construct a park environment that prioritizes long-term durability, maintainability, public safety, and operational efficiency for ongoing ownership and maintenance by Baltimore City DOT and associated stakeholders.
- **Efficient Delivery** - Execute construction in a proactive and organized manner that minimizes disruption to Downtown Baltimore operations and returns the completed park to public use as efficiently as possible.

2.3 PROJECT TEAM

The Liberty Dog Park Project is being implemented through a collaborative partnership between public agencies, nonprofit leadership, and specialized design and engineering consultants working together to deliver a coordinated and impactful public realm improvement project within Downtown Baltimore.

DOWNTOWN PARTNERSHIP OF BALTIMORE (“DPOB”)

DPOB will serve as the lead Owner’s Representative and State-designated funding grantee for the Project. DPOB will oversee project coordination, procurement management, stakeholder coordination, funding administration, and overall Project implementation.

BALTIMORE CITY DEPARTMENT OF TRANSPORTATION (“DOT”)

DOT is the owner of the Project site and surrounding public right-of-way and will remain an active stakeholder throughout implementation. DOT will coordinate closely with the Project Team regarding permitting, maintenance of traffic, public access, inspections, operational considerations, and long-term maintenance of the completed park.

MARYLAND DEPARTMENT OF GENERAL SERVICES (“DGS”)

DGS serves as the primary State funding entity supporting the Project through capital funding resources. As a publicly funded State-supported project, the selected GC/CM will be expected to comply with applicable procurement procedures, reimbursement requirements, labor compliance obligations, and associated public funding guidelines.

MAHAN RYKIEL & ASSOCIATES

Mahan Rykiel & Associates will serve as the lead Landscape Architect and Construction Administration (“CA”) lead for the Project and will oversee design coordination, submittal review, field coordination, and design implementation throughout construction.

SUPPORTING CONSULTANTS

Phoenix Engineering will serve as the Project’s civil engineering consultant, while Wells + Associates will serve as the traffic engineering consultant responsible for maintenance of traffic coordination and related public right-of-way traffic review.
The selected GC/CM will be expected to work collaboratively with all Project stakeholders throughout all phases of implementation and understand that organized coordination, responsiveness, and proactive communication will be critical to the successful delivery of the Project.

2.4 FUNDING SOURCES & PROCUREMENT ENVIRONMENT

The Liberty Dog Park Project is being supported through a combination of State-funded capital improvement allocations, including FY23 Maryland Department of General Services (“DGS”) funding and additional FY24 and FY25 Department of Housing and Community Development (“DHCD”) funding allocations.

Throughout the design process, Mahan Rykiel Associates has coordinated with a professional project estimator to maintain ongoing budget alignment and cost awareness associated with the evolving design documents and anticipated construction conditions.

The selected GC/CM shall provide all coordination, procurement, supervision, scheduling, staffing, construction administration support, and implementation services necessary to deliver the Work identified within the Permit Documents, Project Manual, specifications, and associated appendices unless specifically identified as “Work by Others,” “Owner Provided,” or otherwise excluded within the Contract Documents.

Certain specialty scopes may be separately coordinated by the Project Team or identified as “Work by Others.” Additional coordination requirements associated with these scopes are described elsewhere within this RFP and associated Contract Documents. Respondents should understand that this Project is being administered within a publicly funded procurement environment. Additional procurement guidance, compliance requirements, and State funding reference materials are included within the appendices of this RFP.

This solicitation is being conducted as a competitive proposal procurement intended to identify the GC/CM team best qualified to successfully deliver the Project based upon experience, project understanding, staffing, coordination capabilities, schedule management approach, and overall ability to function as a collaborative implementation partner for DPOB and the Project Team.

2.5 PROJECT DELIVERY STRATEGY

The Liberty Dog Park Project is anticipated to be delivered through a phased CM/GC implementation approach intended to support early coordination, procurement planning, schedule refinement, and collaborative construction management throughout the evolution of the final Construction Documents. Respondents should understand that the current procurement package is based upon the 8/18/2026 LDP Bid Set, the link to which is located in Appendix A.

Following selection of the preferred GC/CM, the Project Team anticipates entering an initial preconstruction and early implementation phase focused on constructability review, procurement coordination, scheduling, permitting support, stakeholder coordination, and early mobilization activities.

As permitting advances, the Project Team anticipates issuing updated and refined Construction Documents that will support final GMP development, schedule refinement, and potential value engineering (“VE”) coordination if necessary. The selected GC/CM shall be expected to work collaboratively with DPOB, DOT, Mahan Rykiel Associates, and the broader Project Team throughout this process to maintain Project momentum and support efficient implementation. The Project Team currently intends to achieve a ceremonial groundbreaking in early 2027. Respondents should understand that maintaining schedule coordination and proactive implementation planning will be critical components of successful Project delivery.

2.6 OPERATIONAL CONDITIONS & URBAN COORDINATION CONSIDERATIONS

Respondents should understand that the Liberty Dog Park Project exists within a highly active and operationally sensitive downtown environment that will require thoughtful planning, organized coordination, and proactive construction management throughout all phases of implementation. Key operational considerations associated with the Project include:

- Constrained urban staging and limited laydown space;
- Active public right-of-way conditions throughout construction;
- Significant pedestrian, vehicular, rideshare, transit, bicycle, and micromobility activity adjacent to the site;
- Coordination around CFG Bank Arena events and surrounding downtown operations;
- Ongoing coordination with adjacent businesses, facilities, and stakeholders;
- Utility coordination and existing urban infrastructure constraints;
- Maintenance of traffic ("MOT") and pedestrian access requirements;
- Public safety and temporary protection requirements;
- Public visibility and community sensitivity associated with the Project; and
- Aggressive implementation and coordination timelines.

The selected GC/CM shall be expected to approach the Project with a strong understanding of urban construction operations and demonstrate the ability to proactively coordinate logistics, stakeholder communication, Baltimore City permitting, sequencing, public access, and construction activities within an active Downtown Baltimore environment.

3. SCOPE OF SERVICES & PROJECT EXPECTATIONS

3.1 GENERAL SCOPE OVERVIEW

The selected GC/CM shall provide all labor, supervision, coordination, procurement, scheduling, permitting support, construction administration support, equipment, temporary protections, and implementation services necessary to successfully deliver the Liberty Dog Park Project in accordance with the Contract Documents, public funding requirements, and applicable agency requirements.

The Project generally includes demolition, site preparation, grading, utility coordination, hardscape improvements, landscaping, lighting, irrigation, fencing, pedestrian improvements, furnishings, traffic-related modifications, and coordination associated with public art and identified "Work by Others" activities.

The selected GC/CM shall be expected to function as a collaborative implementation partner capable of proactively coordinating construction operations, stakeholder communication, urban logistics, public access, scheduling, procurement, and overall Project delivery within an active Downtown Baltimore environment.

3.2 PRECONSTRUCTION SERVICES

Following selection, the Project will proceed into a collaborative preconstruction phase intended to support mobilization, procurement planning, constructability review, schedule refinement, and implementation coordination prior to full construction activities.

Preconstruction responsibilities shall include:

- Participation in Project Team coordination meetings;
- Constructability and sequencing review;
- Preliminary scheduling and milestone development;
- Procurement planning and long-lead coordination;
- Budget validation and estimating support;
- Value engineering ("VE") coordination if necessary;
- Utility and stakeholder coordination support;
- Staging and logistics planning;
- Permitting and implementation coordination support; and
- Review and coordination associated with evolving Construction Documents.

The selected GC/CM shall be expected to provide proactive coordination, implementation planning, and construction management guidance throughout the preconstruction phase.

3.3 CONSTRUCTION PHASE SERVICES

The selected GC/CM shall provide all construction phase services necessary to successfully implement and deliver the Project in accordance with the Contract Documents, approved schedules, permitting requirements, and public funding obligations.

Construction phase responsibilities shall include:

- Overall construction management and field supervision;
- Subcontractor and supplier coordination;
- Workforce management and site operations;
- Demolition and site preparation activities;
- Utility coordination and inspections;
- Maintenance of traffic ("MOT") implementation;
- Pedestrian protection and temporary safety measures;
- Site logistics, staging, and public access coordination;
- Quality control and testing coordination;
- Construction administration support and documentation;
- Stakeholder and "Work by Others" coordination;
- Punch list, closeout, and final completion activities; and
- All work necessary for successful Project delivery.

Detailed requirements associated with scheduling, logistics, compliance, coordination, reporting, and closeout are further described in the Contract Documents and associated appendices.

3.4 PROJECT MANAGEMENT, REPORTING & CONSTRUCTION ADMINISTRATION

The selected GC/CM shall maintain organized project management, reporting, construction administration, and document control procedures throughout all phases of implementation. Responsibilities shall include:

- Leadership and participation in Project Team coordination meetings;
- Preparation of meeting minutes and action item tracking where requested;
- Regular Project progress reporting and schedule updates;
- Requests for Information ("RFI") management;
- Submittal and shop drawing coordination;
- Change order and proposal request coordination;
- Payment application preparation and supporting documentation;
- Allowance and contingency tracking;
- Maintenance of project records and construction documentation;
- Coordination associated with inspections, testing, and agency reviews;
- Maintenance of as-built documentation;
- Support for grant reimbursement and public funding documentation requirements; and
- Coordination of final closeout documentation and turnover materials.

DPOB does not intend to procure additional third-party project management software systems for administration of the Project. If the selected GC/CM utilizes proprietary project management or document-sharing systems, access shall be provided to DPOB and applicable stakeholders at no additional cost to the Project.

3.5 SCHEDULE MANAGEMENT & COORDINATION

The selected GC/CM shall maintain and actively manage the overall Project schedule throughout all phases of implementation. Responsibilities shall include:

- Preparation and maintenance of Project schedules and milestone tracking;
- Coordination of procurement timelines and long-lead items;
- Sequencing coordination associated with permitting, utilities, inspections, and construction activities;
- Identification of schedule risks, operational conflicts, and procurement concerns;
- Coordination of schedule recovery measures where necessary;
- Coordination around CFG Bank Arena events and surrounding downtown operations; and
- Support of the Project Team's anticipated groundbreaking and completion of milestones.

The selected GC/CM shall be expected to maintain proactive communication regarding schedule impacts, sequencing concerns, and implementation of risks throughout the duration of the Project.

3.6 SITE LOGISTICS, URBAN COORDINATION & PUBLIC PROTECTION

The selected GC/CM shall coordinate all site logistics, staging operations, temporary protections, pedestrian routing, and public coordination activities necessary to safely implement the Project within an active Downtown Baltimore environment. Responsibilities shall include:

- Construction staging and laydown coordination;
- Workforce access and contractor parking coordination;
- Temporary fencing, barriers, and site security measures;
- Pedestrian protection and ADA-accessible routing;
- Coordination of temporary closures and public access modifications;
- Maintenance of traffic ("MOT") implementation support;
- Coordination around adjacent businesses, downtown operations, and CFG Bank Arena events;
- Temporary facilities and construction restroom maintenance;
- Debris removal and housekeeping activities; and
- Coordination of roll-off dumpsters and waste management operations, including required permits, temporary occupancy approvals, and protection against unauthorized dumping.

The selected GC/CM shall maintain safe, organized, and publicly sensitive construction operations throughout the duration of the Project.

3.7 UTILITY COORDINATION & EXISTING INFRASTRUCTURE

The selected GC/CM shall coordinate utility investigations, relocations, shutdowns, protections, tie-ins, inspections, and restoration activities associated with the Project. Responsibilities shall include:

- Coordination with utility providers and applicable agencies;
- Compliance with MISS UTILITY requirements;
- Field verification and utility locating activities where necessary;
- Coordination of utility shutdowns and tie-ins;
- Protection of existing utilities and adjacent infrastructure;
- Identification and communication of unforeseen utility conflicts or undocumented conditions;
- Coordination with BGE, Vicinity Energy, CitiWatch representatives, telecommunications providers, and related utility stakeholders; and
- Restoration of impacted infrastructure associated with utility-related work activities.

3.8 MAINTENANCE OF TRAFFIC (“MOT”) & PUBLIC RIGHT-OF-WAY COORDINATION

The selected GC/CM shall coordinate all MOT operations, pedestrian routing, temporary access measures, and public right-of-way coordination activities necessary to safely implement the Project. Responsibilities shall include:

- Implementation of approved MOT plans and traffic control measures;
- Coordination with Baltimore City DOT and permitting agencies;
- Temporary lane closure and sidewalk closure coordination;
- Maintenance of pedestrian access and ADA-compliant circulation routes;
- Coordination of deliveries, staging activities, and temporary traffic modifications;
- Maintenance of emergency access routes and operational clearances;
- Installation and maintenance of temporary traffic control devices, signage, barricades, and lighting; and
- Restoration of impacted public right-of-way infrastructure.

3.9 QUALITY CONTROL & WORKMANSHIP EXPECTATIONS

The selected GC/CM shall maintain a high standard of quality control, workmanship, material coordination, and construction execution throughout all phases of the Project. Responsibilities shall include:

- Performance of work in accordance with the Contract Documents, approved submittals, applicable codes, and industry standards;

- Coordination of inspections, testing, mockups, and quality reviews where required;
- Protection of completed work and adjacent infrastructure throughout construction;
- Prompt correction of deficient or non-conforming work;
- Coordination of durable and maintainable installation practices appropriate for a long-term public park environment; and
- Completion of punch list and corrective work items identified by the Project Team.

3.10 COORDINATION WITH WORK BY OTHERS

The selected GC/CM shall coordinate scheduling, sequencing, access, protections, and operational interfaces associated with identified "Work by Others" scopes and third-party stakeholder activities related to the Project. Potential "Work by Others" scopes may include but are not limited to:

- Shade structure/placemaking elements specialty work;
- Artist installations and specialty artwork;
- CitiWatch infrastructure coordination;
- USPS mailbox relocation;
- Parking meter relocation and parking infrastructure coordination; and
- Other specialty scopes identified by the Project Team.

The selected GC/CM shall proactively coordinate these activities where they interface with the Project or impact the overall construction schedule.

3.11 PROJECT CLOSEOUT & WARRANTY RESPONSIBILITIES

The selected GC/CM shall remain responsible for all final completion activities, punch list coordination, warranty obligations, restoration activities, and final turnover responsibilities necessary to achieve final Project acceptance. Responsibilities shall include:

- Completion of punch list and corrective work items;
- Participation in final inspections and grant closeout walkthroughs;
- Final cleanup, restoration, and demobilization activities;
- Restoration of impacted public areas and adjacent infrastructure;
- Coordination of final acceptance procedures;
- Response to warranty claims and post-construction corrective work; and
- Coordination of subcontractor warranty obligations.

The selected GC/CM shall remain responsible for the quality and completion of all Work until final Project acceptance and completion of applicable warranty obligations.

4. PROPOSAL REQUIREMENTS

4.1 PROPOSAL OVERVIEW

Respondents shall provide a clear, organized, and concise proposal demonstrating their ability to successfully deliver the Liberty Dog Park Project. Proposals should clearly communicate the Respondent's qualifications, staffing approach, project understanding, implementation strategy, and overall ability to function as a collaborative GC/CM partner for DPOB and the Project Team. To support efficient evaluation, Respondents are encouraged to organize proposals in accordance with the structure outlined within this Section.

4.2 PROPOSAL ORGANIZATION

To support efficient review and evaluation, Respondents are encouraged to organize proposals in the following general format:

1. Cover Letter
2. Firm Overview & Qualifications
3. Project Team & Staffing
4. Relevant Project Experience
5. Project Understanding & Approach
6. Schedule & Implementation Strategy
7. Cost Proposal / Fee Structure
8. Compliance & Procurement Documentation
9. References
10. Required Forms & Attachments

Respondents may include supplemental information where relevant; however, proposals should remain concise, organized, and directly responsive to the requirements of this RFP.

4.3 COVER LETTER

Provide a brief cover letter signed by an authorized representative of the firm summarizing:

- The Respondent's interest in the Project;
- Understanding of the Project and procurement approach;
- Commitment to serving as the GC/CM for the Project;
- Confirmation of the Respondent's ability to comply with the requirements of the RFP; and
- Identification of the primary point of contact for the proposal.

4.4 FIRM OVERVIEW & QUALIFICATIONS

Provide an overview of the firm including:

- Office location(s);
- Years in operation;
- Relevant CM/GC experience;
- Experience with publicly funded projects, including projects receiving State of Maryland capital funding;
- Experience with Baltimore City projects and agency coordination;
- Experience with urban public realm, streetscape, park, and/or infrastructure projects; and
- Bonding capacity and overall firm qualifications relevant to the Project.

Respondents should specifically highlight experience involving:

- Active urban environments;
- Maintenance of traffic ("MOT") coordination;
- Utility coordination;
- Phased or accelerated implementation schedules;
- State-funded procurement environments; and
- Projects requiring significant stakeholder coordination.

If applicable, Respondents are encouraged to identify experience working with DGS, DHCD, nonprofit owner's representatives, or similar public-private implementation structures.

4.5 PROJECT TEAM & STAFFING

Identify the proposed Project Team and key personnel anticipated to support the Project including, at minimum:

- Principal-in-Charge;
- Project Executive;
- Project Manager;
- Superintendent;
- Preconstruction Lead;
- Safety Lead; and
- Any additional key personnel anticipated to support implementation.

For each key team member, provide:

- Name and title;
- Role and responsibilities;
- Years of experience;
- Relevant project experience; and
- Anticipated level of involvement in the Project.

Respondents should clearly identify which personnel will be actively involved in day-to-day Project implementation, stakeholder coordination, public agency coordination, and on-site management activities.

4.6 CERTIFIED BUSINESS DESIGNATIONS & PARTICIPATION

Respondents shall identify whether the prime firm holds any applicable disadvantaged or certified business designations, including, but not limited to:

- Minority Business Enterprise ("MBE");
- Women Business Enterprise ("WBE");
- Small Business Enterprise ("SBE");
- Veteran Business Enterprise ("VBE"); or
- other applicable State or local certification designations.

Respondents should also provide a brief narrative describing:

- The firm's approach to incorporating disadvantaged and certified business participation within its subcontracting strategy;
- Prior experience meeting or exceeding MBE/WBE/SBE/VBE participation goals on publicly funded projects;
- Anticipated outreach and subcontractor engagement strategies associated with this Project;
- Methods utilized to track participation, compliance, and reporting requirements; and
- The firm's overall approach to supporting diverse business participation throughout project implementation.

Respondents are encouraged to specifically highlight successful examples of diverse subcontractor participation and workforce inclusion from comparable publicly funded projects.

4.7 RELEVANT PROJECT EXPERIENCE

Provide examples of **up to three (3)** relevant projects completed within the last seven (7) years that demonstrate the Respondent's experience with projects of similar scale, complexity, and operational conditions. Project examples should include:

- Project name and location;
- Owner/client;
- Project description and scope;
- Construction value;
- Delivery method;
- Completion date;
- Description of the Respondent's role;
- Key project challenges and coordination efforts; and
- Reference contact information.

Respondents are encouraged to prioritize projects involving:

- Public parks or public realm improvements;
- Downtown or urban environments;
- Publicly funded projects;
- Active right-of-way coordination;
- Utility coordination;
- Phased implementation;
- Stakeholder-intensive environments; and
- Collaborative CM/GC or GMP delivery approaches.

4.8 PROJECT UNDERSTANDING & IMPLEMENTATION APPROACH

Provide a narrative describing the Respondent's understanding of the Project and overall approach to implementation. At a minimum, Respondents should address:

- Understanding of the Project goals and operational conditions;
- Approach to urban construction logistics and stakeholder coordination;
- Approach to MOT and pedestrian safety;
- Approach to schedule management and maintaining Project momentum;
- Approach to coordination with DPOB, DOT, Mahan Rykiel Associates, and utility providers;
- Approach to public funding compliance and procurement requirements;
- Approach to quality control and construction management;
- Anticipated Project risks and proposed mitigation strategies; and
- Overall philosophy regarding communication, collaboration, and implementation leadership.

4.9 SCHEDULE & IMPLEMENTATION STRATEGY

Provide a preliminary implementation strategy and schedule approach based upon the current Permit Documents and Project information provided within this RFP. Respondents should address:

- Anticipated mobilization approach;
- Sequencing strategy;
- Procurement and long-lead coordination considerations;
- Schedule assumptions;
- Anticipated operational constraints;
- Coordination with permitting and inspections;
- Staffing approach relative to schedule;
- Approach to maintaining progress within an active downtown environment; and
- Any recommendations or considerations the Project Team should evaluate.

Respondents are encouraged to identify any early observations or recommendations that may assist with maintaining the Project Team's anticipated implementation schedule.

4.10 COST PROPOSAL / FEE STRUCTURE

Based on provided **Appendix B: Bid Pricing Form**, provide a preliminary cost proposal and fee structure based upon the current Permit Documents, Project Manual, and information provided within this RFP.

DPOB providing this Bid Pricing Form/ Bid Sheet is intended to help standardize proposal pricing and allow for comparison of costs across Respondents. Respondents shall complete all requested pricing information within the provided forms where applicable; however, supplemental pricing backup, clarifications, assumptions, narratives, or alternative breakdowns may also be included as part of the proposal submission. At a minimum, Respondents should provide:

- Proposed preconstruction fee structure;
- Proposed General Conditions approach;
- Proposed construction management fee structure;
- Preliminary staffing assumptions;
- Identification of major assumptions or exclusions;
- Allowance assumptions where applicable;
- Anticipated reimbursable expenses;
- Proposed overhead and profit percentages applicable to change orders;
- Proposed insurance and General Liability markups applicable to change orders; and
- Identification of any additional costs, fees, conditions, or pricing considerations the Project Team should be aware of during evaluation.

Respondents should understand that the Project will operate within a tax-exempt procurement structure administered by DPOB. Pricing should be developed accordingly and coordinated with applicable tax-exempt purchasing procedures identified within the Procurement Documents and appendices. **Tax Exempt documentation is included as Appendix C.** Additional pricing coordination, GMP refinement, and scope reconciliation may occur during subsequent contracting and preconstruction phases as the Construction Documents continue to evolve.

4.10 REFERENCES

Provide **at least three (3)** professional references for projects of similar scale or complexity completed by the Respondent.
References should include:

- Organization name;
- Contact name and title;
- Email address;
- Phone number;
- Project name; and
- Brief description of the Respondent's involvement.

4.11 REQUIRED FORMS, CERTIFICATIONS & COMPLIANCE DOCUMENTATION

Respondents shall include all forms, certifications, acknowledgments, and compliance documentation required by this RFP and associated appendices. Required submission materials may include, where applicable:

- State of Good Standing verification;
- Applicable licenses and registrations;
- Bonding capacity information;
- Certificates of Insurance ("COIs") or evidence of insurability;
- Workforce participation or apprenticeship information;
- Prevailing wage compliance acknowledgments;
- Addenda acknowledgments;
- Procurement and compliance forms;
- Contract review acknowledgments;
- Certifications associated with public funding requirements; and
- Other forms or attachments identified within the Procurement Documents or appendices.

DPOB reserves the right to request supplemental documentation, clarifications, or updated compliance materials during the evaluation, negotiation, or contracting process.
Incomplete proposals or proposals missing required documentation may be considered non-responsive at the discretion of DPOB.

5. EVALUATION & SELECTION PROCESS

5.1 EVALUATION PROCESS

Proposals submitted in response to this RFP will be reviewed and evaluated by DPOB and a Stakeholder Evaluation Committee consisting of representatives associated with the Project Team and applicable stakeholders. The evaluation process is intended to identify the Respondent best qualified to successfully deliver the Liberty Dog Park Project based upon overall experience, staffing, project understanding, coordination capabilities, schedule management approach, procurement and compliance understanding, and overall ability to function as a collaborative implementation partner for DPOB and the Project Team. As part of the evaluation process, DPOB may request clarifications, supplemental information, revised proposals, interviews, or additional discussions with one or more Respondents.

5.2 EVALUATION CRITERIA

Proposals may be evaluated based upon the following criteria and weighted scoring structure. The evaluation process is intended to identify the Respondent best qualified to successfully deliver the Liberty Dog Park Project based upon overall experience, staffing, project understanding, coordination capabilities, implementation approach, and overall value to the Project.

Evaluation Criteria	**Max. Points**
Firm Overview & Qualifications	15
Project Team & Staffing	5
Certified Business Participation Approach	10
Relevant Project Experience	10
Project Understanding & Implementation Approach	15
Schedule & Implementation Strategy	15
Cost Proposal / Fee Structure	20
References	5
Required Forms, Certifications & Compliance Documentation	10
TOTAL	**100**

The Project Team places significant emphasis on Respondents demonstrating strong urban construction management capabilities, stakeholder coordination experience, public funding understanding, schedule management, collaborative communication, inclusive hiring practices, and overall ability to function as a proactive implementation partner for DPOB.
DPOB reserves the right to request clarifications, supplemental information, interviews, revised submissions, or additional discussions as part of the evaluation process. DPOB further reserves the right to adjust evaluation procedures or scoring considerations if determined necessary to support the best interests of the Project.

6. CONTRACT REQUIREMENTS & GENERAL CONDITIONS

6.1 CONTRACT FORM & SAMPLE AGREEMENT

A sample form of agreement and associated contract documents are included within the appendices of this RFP for review by all Respondents. The sample contract is intended to generally represent the contractual framework, procurement obligations, compliance expectations, insurance requirements, bonding requirements, and construction administration requirements anticipated for the Project. Respondents are encouraged to review the sample contract documents and identify any substantive concerns, requested clarifications, or proposed exceptions within their proposal submission. DPOB reserves the right to consider a Respondent's willingness and ability to execute the proposed contractual framework as part of the evaluation and selection process.

6.2 INSURANCE & BONDING REQUIREMENTS

The selected GC/CM shall maintain insurance coverage and furnish performance and payment bonds consistent with the requirements identified within the Contract Documents and associated appendices throughout the duration of the Project. Required insurance coverage may include:

- Commercial General Liability;
- Automobile Liability;
- Workers' Compensation;
- Employer's Liability;
- Umbrella / Excess Liability;
- Builder's Risk coverage, where applicable; and
- Other coverage requirements identified within the Procurement Documents and insurance/bonding requirements included within the Contract Documents and appendices.

6.3 PUBLIC FUNDING & COMPLIANCE REQUIREMENTS

The Project is being administered within a publicly funded procurement environment and requires compliance with applicable State procurement procedures, labor compliance obligations, documentation standards, reimbursement procedures, and related funding requirements. The selected GC/CM shall comply with the following, to the extent they are applicable:

- Prevailing wage requirements;
- Certified payroll requirements;
- MBE/WBE/SBE/VBE participation requirements;
- Workforce participation and apprenticeship requirements;
- Procurement and reporting requirements; and
- Audit and record retention obligations; and
- Applicable procurement guidance/compliance measures included in the appendices.

7. APPENDICES

The following appendices and supporting materials are incorporated into this RFP and are intended to provide additional project information, procurement requirements, technical documentation, compliance guidance, and reference materials associated with the Liberty Dog Park Project. Respondents are encouraged to thoroughly review all appendices and supporting documentation provided as part of this solicitation. DPOB reserves the right to issue additional appendices, supplemental materials, clarifications, or addenda throughout the procurement process as necessary.

- **Appendix A — LDP Bid Set Access Folder**
- **Appendix B — Bid Pricing Form**
- **Appendix C — DPOB Tax Exempt Documentation**
- **Appendix D — Sample DPOB Contract**

APPENDIX A: LDP BID SET ACCESS FOLDER

The most recent bid set and project manual can be downloaded from the following sites:

2026-08-18 Liberty Dog Park LDP Bid Set - https://mahanrykiel.egnyte.com/dl/JDVq4J3WHhDq
Password: P146VcgfYv2c

2026-08-10 LDP Project Manual- https://mahanrykiel.egnyte.com/dl/XTQHGc4PkHq8
Password: KXQc8r3K0J6w

APPENDIX B: BID PRICING FORM

Respondents must complete the bid pricing form and return it as an excel file. The form can be found and downloaded on the RFP page here:
https://www.dropbox.com/scl/fo/xpe327tvs7dontp86dkiv/AEu6TwQNox33_RsQoD9sqKo?dl=0&e=1&preview=LIBERTY+DOG+PARK+BID+FORM_FINAL.xlsx&rlkey=ptxq8wggbmqlyh06vs5yjp0n1&st=6cyutwpu

APPENDIX C: TAX EXEMPT DOCUMENT

Comptroller of Maryland
Revenue Administration Division
P.O. Box 549-SUTEC
Annapolis, Maryland 21404-0549

The attached card is your organization's new exemption certificate which is valid upon receipt and effective until the expiration date designated on its face. See Business Tax Tip #6 at www.marylandtaxes.gov and the instructions on the back of the card for the proper use of the exemption certificate. If you have any questions regarding the use of this card, call Taxpayer Services Division at (410) 260-7980, toll free 1-800-638-2937, or e-mail taxhelp@marylandtaxes.gov.

07188 NONGOV-1 (2/22)

Comptroller of Maryland
Sales and Use Tax Exemption Certificate

Account Number 31126320

Expiration Date 09/30/2027

Name DOWNTOWN PARTNERSHIP OF
BALTIMORE INC
20 S CHARLES ST FL 6
BALTIMORE, MD 21201-3220

PLEASE LAMINATE THIS CARD

APPENDIX D: SAMPLE DPOB CONTRACT

This Sample Construction Agreement is provided for informational purposes only to illustrate the general contractual framework anticipated for the Project. The Downtown Partnership of Baltimore reserves the right to revise, supplement, or replace the final agreement and contract documents prior to award.

CONTRACTOR AGREEMENT

This Contractor **AGREEMENT** ("Agreement") is made effective as of _____ by and between DOWNTOWN PARTNERSHIP OF BALTIMORE, INC., a Maryland nonprofit corporation with offices located at 20 S Charles Street, Baltimore, MD 21201 ("DPOB"), and [CONTRACTOR], doing business as [Contractor] (CONTRACTOR), located at [Address] ("Contractor") (collectively, the "Parties").

I. Scope of Services

Contractor shall provide services to DPOB as outlined in one or more written Statements of Work ("SOW"), which are incorporated into this Agreement by reference. Each SOW shall include a description of services, deliverables, timelines, milestones, and compensation terms.

II. Compensation and Payment Terms

- Invoicing: Contractor shall invoice DPOB as specified in the SOW, detailing:
  - Services performed;
  - Deliverables provided; and
  - Associated charges.
- Approval and Payment: All invoices are subject to DPOB's written approval. DPOB shall make payment within 60 days of receipt of an approved invoice.
- Final Payment: Final payment shall be withheld until all services are rendered and accepted in writing by DPOB.
- Recapture of Funds: DPOB reserves the right to recoup any payments for services not delivered in accordance with this Agreement or applicable SOW.

III. Term and Termination

This Agreement shall remain in effect unless terminated as set forth below.

Termination for Convenience: DPOB may terminate this Agreement or any Statement of Work (SOW), in whole or in part, at any time for its convenience, upon providing at least fifteen (15) days' prior written notice to Contractor. In such event, DPOB shall pay

Contractor for all authorized services satisfactorily performed through the date of termination. No other costs or damages shall be due to Contractor.

Termination for Cause: DPOB may terminate this Agreement or any SOW immediately upon written notice in the event of:

- A material breach of this Agreement or any SOW by Contractor that is not cured within ten (10) days of receipt of written notice from DPOB;
- Failure to meet project timelines, deliverables, or performance standards as set forth in the applicable SOW;
- Contractor's insolvency, bankruptcy filing, or assignment for the benefit of creditors.

Upon termination for cause, DPOB shall have no further payment obligations except for approved services performed prior to the termination date.

Funding Contingencies and Flow-Down Requirements: Contractor acknowledges that DPOB may be subject to requirements imposed by government agencies, grant-making entities, or other funding sources. Contractor agrees that DPOB may terminate, modify, or amend this Agreement, including any SOW, if required to comply with changes to funding conditions, requirements, or applicable laws. Contractor further agrees to comply with all applicable flow-down clauses and conditions imposed upon DPOB by such funding sources.

IV. Confidentiality

Contractor agrees to maintain the confidentiality of all proprietary or confidential information received from DPOB, including but not limited to business plans, donor or stakeholder information, financial data, operational methods, and other sensitive material ("Confidential Information").

Contractor shall:

- Use Confidential Information solely to perform under this Agreement;
- Not disclose such information to third parties without DPOB's prior written consent;
- Return or destroy all Confidential Information upon termination of this Agreement.

This obligation shall survive for three (3) years following the termination of this Agreement.

V. Intellectual Property

All intellectual property, including but not limited to reports, designs, systems, software, inventions, deliverables, and documentation developed under this Agreement ("Work Product"), shall be the sole and exclusive property of DPOB upon payment. Contractor hereby assigns all rights, title, and interest in such Work Product to DPOB and agrees to execute any necessary documents to effectuate such assignment. Notwithstanding the

foregoing, Contractor shall retain ownership of pre-existing proprietary tools or materials, provided they are clearly identified and not specifically developed under this Agreement.

VI. Independent Contractor

Contractor is engaged as an independent contractor and not as an employee, agent, or representative of DPOB. Nothing herein shall be construed to create a partnership, joint venture, or employment relationship.

Contractor shall:

- Be solely responsible for all taxes, insurance, and withholdings;
- Not be entitled to any DPOB employee benefits;
- Provide all necessary tools, equipment, and personnel.

VII. Conflict of Interest

Contractor shall avoid all conflicts of interest in performing services under this Agreement. Contractor represents that, to the best of its knowledge, no circumstances exist that would create a conflict of interest. Contractor shall immediately disclose to DPOB in writing any actual or potential conflict of interest arising during the term of this Agreement. DPOB reserves the right to terminate this Agreement if a conflict of interest is determined to exist.

VIII. Insurance Requirements

If the services involve public events or other public-facing work, Contractor shall maintain:

- General Liability Insurance: $1,000,000 per occurrence, naming DPOB as an additional insured.
- Workers' Compensation Insurance (if applicable): As required by Maryland law.

Contractor shall also maintain additional insurance as required by the City of Baltimore. Proof of insurance must be provided upon execution of the applicable SOW.

IX. Indemnification

Contractor shall defend, indemnify, and hold harmless DPOB and its officers, directors, employees, and agents from and against any claims, liabilities, damages, costs, and expenses (including attorneys' fees) arising out of:

- Contractor's performance under this Agreement;
- Any breach of this Agreement;
- Any act or omission of Contractor or its personnel.

X. **Non-Solicitation**

During the term of this Agreement and for a period of one (1) year thereafter, Contractor shall not directly or indirectly solicit, recruit, or hire any employee or contractor of DPOB without prior written consent.

XI. **Force Majeure:**

Neither Party shall be liable for any failure or delay in performance due to events beyond its reasonable control, including natural disasters, war, acts of government, pandemics, or labor disputes. Affected obligations shall be suspended for the duration of such event.

XII. **Dispute Resolution and Attorneys' Fees:**

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof, the Parties agree to attempt in good faith to resolve such dispute through informal negotiations.

If the dispute cannot be resolved informally within thirty (30) days, the Parties agree to submit the matter to non-binding mediation administered by the American Arbitration Association (AAA) or another mutually agreed-upon professional mediation service, in accordance with its applicable rules, in Baltimore, Maryland.

- The costs of mediation shall be shared equally between the Parties, unless otherwise agreed in writing.
- If mediation is unsuccessful, either Party may pursue remedies available at law or in equity in a court of competent jurisdiction.

In any legal action arising out of or related to this Agreement, including any effort to enforce or interpret the Agreement or any SOW, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, in addition to any other relief to which it may be entitled.

XIII. **Governing Law:**

This Agreement is made in Maryland and Maryland law shall govern its interpretation, performance, and enforcement. The parties agree that any actions brought hereunder shall be brought in any court of competent jurisdiction located in Baltimore City.

XIV. **Entire Agreement:**

This Agreement, including all attached and future SOWs, constitutes the entire agreement between the Parties. It supersedes all prior discussions and agreements. Amendments must be in writing and signed by both Parties.

XV. Record Retention:

Contractor shall maintain all records relating to services provided under this Agreement for at least three (3) years following final payment and shall make such records available to DPOB or its funding sources upon reasonable notice for audit or inspection purposes.

XVI. Limitation on Subcontracting:

Contractor may not subcontract any material portion of the services without DPOB's prior written consent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

DOWNTOWN PARTNERSHIP OF BALTIMORE, INC.:

By: _____
Name:
Title:
Date:

[CONTRACTOR]:

By: _____
Name:
Title:
Date:

EXHIBIT A: STATEMENT OF WORK (SOW)

[ATTACHED]