

MINUTES

REGULAR MEETING

Honorable Bernard C. "Jack" Young, President
Honorable Stephanie Rawlings-Blake, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
George A. Nilson, City Solicitor
Rudolph S. Chow, Director of Public Works
David E. Ralph, Deputy City Solicitor
S. Dale Thompson, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good morning, the March 25, 2015 meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiency of these hearings, persons who are disruptive to the hearing will be asked to leave the hearing room immediately. I will direct the Board members attention to the memorandum from my office dated March 23, 2015, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

City Solicitor: "MOVE approval of all items on the routine agenda."

MINUTES

Comptroller: "Second."

President: "All those in favor say Aye. All opposed, Nay. The Motion carries. The routine agenda has been adopted."

* * * * *

MINUTES**BOARDS AND COMMISSIONS**1. Prequalification of Contractors

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on October 30, 1991, the following contractors are recommended:

| | |
|----------------------------------------------------|------------------|
| Joseph L. Winkler Company, Inc. | \$ 8,000,000.00 |
| Native Sons, LTD. | \$ 26,397,000.00 |
| P. Flanigan & Sons, Inc. | \$118,926,000.00 |
| Young's Floor Service and Remodeling Company, Inc. | \$ 27,000.00 |

2. Prequalification of Architects and Engineers

In accordance with the Resolution Relating to Architectural and Engineering Services, as amended by the Board on June 29, 1994, the Office of Boards and Commissions recommends the approval of the prequalification for the following firms:

| | |
|---------------------------------------|----------------------------------|
| A. Morton Thomas and Associates, Inc. | Engineer Land Survey |
| Alvi Associates, Inc. | Engineer |
| Crabtree, Rohrbaugh & Associates | Architect |
| Design Collective, Inc. | Landscape Architect Architect |
| Gale Associates, Inc. | Architect Engineer |

MINUTES**BOARDS AND COMMISSIONS** - cont'd

SP Arch, Inc.

Landscape Architect
Architect

Baker Engineering Services, Inc.

Engineer

There being no objections the Board, UPON MOTION duly made and seconded, the Board approved the prequalification of contactors, architects and engineers for the above-listed firms.

MINUTES**OPTIONS/CONDEMNATION/QUICK-TAKES:**

| <u>Owner(s)</u> | <u>Property</u> | <u>Interest</u> | <u>Amount</u> |
|------------------------------------------------------------------|-----------------------------|-----------------|---------------|
| <u>Department of Housing and Community Development - Options</u> | | | |
| 1. Evelyn B. Rosen and Mervin Z. Rosen (deceased) | 4813 Park Heights Avenue | G/R \$90.00 | \$ 600.00 |

Funds are available in account 9910-903180-9588-900000-704040, Park Heights Acquisition/Project.

In the event that the option agreement fails and settlement cannot be achieved, the Department requests the Board's approval to purchase the interest in the above property by condemnation proceedings for an amount equal to or lesser than the option amount.

Department of Housing and Community Development - Condemnations

| | | | |
|---------------------|-----------------------------|-----|-------------|
| 2. K & M Associates | 4729 Park Heights Avenue | F/S | \$11,000.00 |
|---------------------|-----------------------------|-----|-------------|

Funds are available in account 9910-903180-9588-900000-704040, Park Heights Project.

| | | | |
|-------------------------------------------|-----------------------------|-----|-------------|
| 3. Lula D. Toney and Joyce B. Williams | 4317 Park Heights Avenue | L/H | \$20,000.00 |
|-------------------------------------------|-----------------------------|-----|-------------|

Funds are available in account 9910-910634-9588-900000-704040, Whole Block Demo Project.

| | | | |
|------------------------------|-----------------------------|-----|-------------|
| 4. Cozette Denise Elliott | 4839 Park Heights Avenue | L/H | \$ 7,200.00 |
|------------------------------|-----------------------------|-----|-------------|

Funds are available in account 9910-903180-9588-900000-704040, Park Heights Project.

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OPTIONS/CONDEMNATION/QUICK-TAKES:

| | <u>Owner(s)</u> | <u>Property</u> | <u>Interest</u> | <u>Amount</u> |
|--------------------------------------|---------------------------------------------------------------|----------------------------|-----------------|---------------|
| <u>DHCD - Condemnations - cont'd</u> | | | | |
| 5. | Alfonso Brown Jr., Eva T. Brown and Ernest T. Lawson | 1111 N. Bradford Street | L/H | \$10,680.00 |
| 6. | Alfonso Brown Jr., Eva T. Brown and Ernest T. Lawson | 1119 N. Bradford Street | L/H | \$10,720.00 |
| 7. | Alfonso Brown Jr., Eva T. Brown and Ernest T. Lawson | 1127 N. Bradford Street | L/H | \$10,613.00 |
| 8. | Israel Cason | 3721 Hillisdale Road | L/H | \$21,200.00 |

Funds are available in account 9910-908044-9588-900000-704040

DHCD - Condemnation or Redemption

| | | | | |
|-----|----------------------|-------------------------|----------------|-----------|
| 9. | Henry George Hahn | 920 N. Duncan Street | G/R \$22.00 | \$ 146.67 |
| 10. | Gerald Joel Klotzman | 1803 Henneman Avenue | G/R \$60.00 | \$ 400.00 |

Funds are available in account 9910-906409-9588-900000-704040,
EBDI Project Phase II.

MINUTES**OPTIONS/CONDEMNATION/QUICK-TAKES:**

DHCD - Condemnation or Redemption - cont'd

The Board is requested to approve acquisition of the ground rent interest by condemnation, or in the alternative may, SUBJECT to the prior approval of the Board, make application to the Maryland Department of Assessments and Taxation to redeem or extinguish the ground rent interest for the property.

UPON MOTION duly made and seconded, the Board approved and authorized the foregoing options, condemnations, quick-takes and condemnation or redemption.

MINUTES

Department of Planning -Report on Previously
Approved Transfers of Funds

At previous meetings, the Board of Estimates approved Transfers of Funds subject to receipt of favorable reports from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter. Today, the Board is requested to **NOTE 10** favorable reports by the Planning Commission on March 12, 2015 on Transfers of Funds approved by the Board of Estimates at its meetings on March 4, 2015 and March 11, 2015.

UPON MOTION made and seconded, the Board **NOTED** receipt of the **10** favorable reports on Transfers of Funds approved by the Planning Commission on March 12, 2015.

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,
the Board approved the
Extra Work Orders and Transfers of Funds
listed on the following page:

817

All of the EWOs had been reviewed and approved
by the
Department of Audits, CORC,
and MWBOO, unless otherwise indicated.

MINUTES**EXTRA WORK ORDERS**

| <u>Contract</u> | <u>Prev. Apprvd.</u> | <u>Time</u> | <u>%</u> |
|------------------|----------------------|-------------------|--------------------|
| <u>Awd. Amt.</u> | <u>Extra Work</u> | <u>Contractor</u> | <u>Ext. Compl.</u> |

Department of Public Works/Office of Engineering & Construction

1. EWO #026, \$42,634.00 - S.C. 8526, Sludge Digester
Facilities at the Back River Wastewater Treatment Plant
\$38,667,000.00 \$385,181.88 Ulliman Schutte - -
Constr. LLC
2. EWO #005, \$412,192.99 - S.C. 877, Enhanced Nutrient Removal
Process at the Back River Wastewater Treatment Plant
\$263,558,205.00 \$2,008,507.18 Archer Western - -
Contractors, Inc.
3. EWO #083, (\$27,764.57) - S.C. 852R, Denitrification Filters
& Related Work for the Enhanced Nutrient Removal Facilities
at Patapsco Wastewater Treatment Plant
\$115,688,000.00 \$2,062,534.06 Balfour Beatty - -
Infrastructure,
Inc.

Department of General Services

4. EWO #004, \$29,820.44 - GS 12808, Waverly Library No. 9
Renovations
\$4,286,000.00 \$23,315.89 J.A.K. Constr. - 70
Company, Inc.

MINUTES

Baltimore Development Corporation - Release of Easement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Release of Easement with 414 Light Street Associates, LLC., for the property located at 414 Light Street.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The City has a perpetual easement on the property for the purpose of erecting and maintaining a screening wall that will not be needed when the site is developed. Terminating the Easement is necessary to facilitate the development of a planned 44-story, mixed-use apartment tower with ground floor retail located at 414 Light Street.

MBE/WBE PARTICIPATION:

The Developer will comply with MBE/WBE.

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Release of Easement with 414 Light Street Associates, LLC. for the property located at 414 Light Street.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

| VENDOR | AMOUNT OF AWARD | AWARD BASIS |
|--------|-----------------|-------------|
|--------|-----------------|-------------|

Bureau of Purchases

- | | | |
|---------------------------------------------------------------------------------------------------|-------------|---------|
| 1. DISTRICT SAFETY PRODUCTS, INC. | \$20,000.00 | Renewal |
| Contract No. B50003411 - Nitrile Gloves - Department of Public Works - Purchase Order No. P526683 | | |

On March 25, 2014, the City Purchasing Agent approved the initial award in the amount of \$9,257.74. The award contained two 1-year renewal options. On July 22, 2014, the City Purchasing Agent approved an increase in the amount of \$4,600.00. This renewal in the amount of \$20,000.00 is for the period March 24, 2015 through March 23, 2016, with one 1-year renewal option remaining.

- | | | |
|-----------------------------------------------------------------------------------|---------|---------|
| 2. DIGITECH COMPUTER, INC. | \$ 0.00 | Renewal |
| Contract No. B50002151 - EMS Billing Service - Fire Department - P.O. No. P519894 | | |

On April 4, 2012, the Board approved the initial award in the amount of \$5,000,000.00. The award contained five 1-year renewal options. This renewal in the amount of \$0.00 is for the period March 28, 2015 through March 27, 2016, with four 1-year renewal options remaining. The above amount is the City's estimated requirement.

MWBOO SET GOALS OF 15% MBE AND 5% WBE.

| | <u>Commitment</u> | <u>Performed</u> | |
|------------------------------------------------|-------------------|------------------|-------|
| MBE: 1 st Choice, LLC | 15% | \$253,452.00 | 9.20% |
| WBE: Mary Kraft Staffing & Assocs. Inc. | 5% | \$ 3,868.00 | 0.14% |

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

| VENDOR | AMOUNT OF AWARD | AWARD BASIS |
|--------|-----------------|-------------|
|--------|-----------------|-------------|

Bureau of Purchases

On June 15, 2011, MWBOO set goals of 15% MBE and 5% WBE. Digitech Computer, Inc. was found non-compliant on March 10, 2015. The vendor submitted to MWBOO a plan to come into compliance on October 9, 2014, and a revised plan on December 8, 2014. It is recommended that the vendor be given 120 days to come into compliance.

3. EVERGREEN LANDSCAPE &
 DESIGN CORPORATION \$100,000.00 Increase
 Contract No. B50001705 - Mowing & Debris Removal for Vacant
 Lots and Abandoned Property - Department of Public Works,
 Solid Waste - P.O. No. P517585

On June 8, 2011, the Board approved the initial award in the amount of \$779,600.00. The award contained four 1-year renewal options. Subsequent actions have been approved. Because of an increase in service, an increase in the amount of \$100,000.00 is necessary for the remainder of the contract term. This increase in the amount of \$100,000.00 will make the award amount \$1,779,600.00. The contract expires on June 7, 2015, with one 1-year renewal option. The above amount is the City's estimated requirement.

MWBOO SET GOALS OF 27% MBE AND 10% WBE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARD AWARD BASISBureau of Purchases

| | <u>Commitment</u> | <u>Performed</u> | |
|---------------------------------------------|-------------------|------------------|-------|
| MBE: Grass Roots Landscaping | 27% | \$110,755.00 | 27.2% |
| WBE: Rags 2 Riches Cleaning Services | 10% | \$ 60,975.00 | 15.0% |

MWBOO FOUND VENDOR IN COMPLIANCE.

4. WASTE EQUIPMENT SALES
AND SERVICE, LLC \$100,000.00 Increase
Contract No. B50003366 - Parts and Service for Transfer Trailers and Tankers - Department of Public Works, Solid Waste - P.O. No. P526867

On April 9, 2014, the Board approved the initial award in the amount of \$80,000.00. The award contained two 1-year renewal options. Due to increased usage, an increase in the amount of \$100,000.00 is necessary. This increase in the amount of \$100,000.00 will make the award amount \$180,000.00. The contract expires on April 8, 2017, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

5. T.E.A.M. SERVICE
CORPORATION \$300,000.00 Increase
Contract No. B50002739 - Emergency Generators Installation, Maintenance and Repair Services - Baltimore City Fire Department, Departments of General Services and Public Works and others - P.O. No. P522751

On February 13, 2013, the Board approved the initial award in the amount of \$240,750.00. On December 24, 2014, the Board approved an increase in the amount of \$850,000.00.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARD AWARD BASISBureau of Purchases

Because FEMA awarded additional grant funds to install generators at Baltimore City Fire Department locations, an increase in the amount of \$300,000.00 is necessary. This increase in the amount of \$300,000.00 will make the award amount \$1,390,750.00. The contract expires on March 1, 2016, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

MWBOO SET GOALS OF 15% MBE AND 5% WBE.

| | <u>Commitment</u> | <u>Performed</u> | |
|--------------------------------------|-------------------|------------------|-------|
| MBE: Personnel Electric, LLC | 15% | \$18,372.79 | 15% |
| WBE: Electric Masters Service | 3.75% | 0 | |
| Olemann Electric Supply Co., Inc. | 1.25% | *\$1,523.00 | 1.25% |

*The WBE performed \$6,892.26, however, expenditures to non-manufacturing suppliers are limited to 25% of each goal. Therefore, vendor is given credit for only \$1,523.00 or 1.25%

MWBOO FOUND VENDOR IN COMPLIANCE.

| | | | |
|-----------------------------------------------------------------------------------------------------------------------|-----------|--------------|----------|
| 6. | KPMG, LLP | \$320,200.00 | Increase |
| Contract No. B50001847 - Audit Financial Statements for the City of Baltimore - Finance Department - P.O. No. P527934 | | | |

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

| VENDOR | AMOUNT OF AWARD | AWARD BASIS |
|--------|-----------------|-------------|
|--------|-----------------|-------------|

Bureau of Purchases

On April 27, 2011, the Board approved the initial award in the amount of \$779,745.00. Subsequent increases have been approved. This increase in the amount of \$320,200.00 is necessary for unanticipated additional projects for completion of the Fiscal Year 2014 Financial Audit Statements. This increase in the amount of \$320,200.00 will make the award amount \$2,050,345.00. The contract expires on April 26, 2016, with no renewal options. The above amount is the City's estimated requirement.

MWBOO SET GOALS OF 10% MBE AND 6% WBE.

MWBOO GRANTED A WAIVER OF THE GOALS APPLICABLE TO THIS INCREASE.

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|----|-----------------------------------------------------------------------------------------------------------------|---------------------------|
| 7. | SHERI M. BUCKEY d/b/a AB&B | Extension |
| | TERMITE & PEST CONTROL | \$ 50,000.00 and Increase |
| | Contract No. B50001701 - Pest Control Services - Department of General Services - P.O. Nos. P516127 and P520926 | |

On February 16, 2011, the Board approved the initial award in the amount of \$80,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved and all renewals have been exercised. Authority is requested to increase and extend the contract so new specifications can be drafted for a new solicitation. The period of the extension is March 31, 2015 through September 30, 2015. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

| VENDOR | AMOUNT OF AWARD | AWARD BASIS |
|--------|-----------------|-------------|
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Bureau of Purchases

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|------------------------------------------------------------------------------------------------|--------------|-----------------|
| 8. ARRAY ENTERPRISES, INC. | \$102,500.00 | Selected Source |
| Contract No. 06000 - Butterball Grocery Vouchers - Health Department - CARE - Req. No. R688532 | | |

The Eating Together in Baltimore Program would like to encourage their participants to select healthy foods. The \$20.00 voucher for grocery products will be provided by Butterball and funded through a grant. Vouchers will be given to eligible seniors who participate in the Program. This is a one-time purchase unless more grant funding is provided.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

- | | | |
|--------------------------------------------------------------------------------------------------------|--------------|-------------|
| 9. TRAFFIC SYSTEMS, LLC | | |
| d/b/a TRAFFIC SYSTEMS | | |
| & TECHNOLOGY | \$ 82,000.00 | Sole Source |
| Contract No. 08000 - Traffic Surveillance Components - Department of Transportation - Req. No. R685745 | | |

Traffic Systems and Technology is the sole authorized representative of the manufacturer of CohuHD Surveillance Cameras used to monitor and evaluate traffic conditions throughout the City.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids.

Therefore, pursuant to Article VI, Section11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

| VENDOR | AMOUNT OF AWARD | AWARD BASIS |
|--------|-----------------|-------------|
|--------|-----------------|-------------|

Bureau of Purchases

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|------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------|
| 10. MCGLADREY, LLP | \$1,326,505.00 | Amendment to Agreement |
| Contract No. BP 07105 - Local Government Integrated Financial Systems - Department of Finance - Req. No. R676138 | | |

The Board is requested to approve and authorize execution of an Amendment to Agreement with McGladrey, LLP. The contract expires October 2, 2017, with no renewal options.

On October 3, 2007, the Board approved the initial award in the amount of \$5,441,471.00. Subsequent increases and the sole renewal have been approved. On June 20, 2012, the Board approved the sole renewal in the amount of \$1,050,000.00.

This Amendment is for the implementation of the upgrade from Microsoft Dynamics GP to Microsoft Dynamics AX and includes adding two additional five-year renewal options to the contract. The Microsoft Dynamics AX licenses were acquired separately by a Board approved amendment to the City's contract with SHI International Corp. on July 23, 2014. The above amount is the City's estimated requirement.

MWBOO SET GOALS OF 3% MBE AND 2% WBE.

On August 21, 2013, MWBOO waived the goals for the remainder of the contract term due to the nature of the contract which resulted in no further opportunity for subcontracting.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

| VENDOR | AMOUNT OF AWARD | AWARD BASIS |
|--------|-----------------|-------------|
|--------|-----------------|-------------|

Bureau of Purchases

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------|
| 11. ENERGY ANSWERS BALTIMORE HOLDING, LLC, A WHOLLY OWNED SUBSIDIARY OF ENERGY ANSWERS INTERNATIONAL, INC. AND ENERGY ANSWERS BALTIMORE, LLC | N/A | Termination for Convenience |
| Baltimore Regional Cooperative Purchasing Committee Contract P-017 - Power Purchase Agreement - Department of Public Works - Energy Office - Req. No. N/A | | |

The Board is requested to approve the termination for convenience of the Power Purchase Agreement with Energy Answers Baltimore Holding, LLC a wholly owned subsidiary of Energy Answers International, Inc., and Energy Answers Baltimore LLC.

On April 13, 2011, the Board approved a Power Purchase Agreement with Energy Answers International, Inc. The agreement contained certain milestones that have not been met by the vendor.

The vendor has been given 30 days termination notice in accordance with Section 5.1 of the agreement. The Board is requested to terminate this contract for convenience effective April 17, 2015, as being in the best interest of the City.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

| <u>VENDOR</u> | <u>AMOUNT OF AWARD</u> | <u>AWARD BASIS</u> |
|---------------|------------------------|--------------------|
|---------------|------------------------|--------------------|

Bureau of Purchases

(FILE NO. 57225)

UPON MOTION duly made and seconded, the Board approved the foregoing informal awards, renewals, increases to contracts and extensions. The Board also approved and authorized an Amendment to Agreement with McGladrey, LLP. The Board approved the Termination for Convenience of the Power Purchase Agreement with Energy Answers Baltimore Holding, LLC, a wholly owned subsidiary of Energy Answers International, Inc., and Energy Answers Baltimore, LLC. The President voted **NO** on item no. 2. The Comptroller voted **NO** on item no. 5.

MINUTES

Department of Housing and - Local Government Resolution
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve a Local Government Resolution in support of the Govans Ecumenical Development Corporation (GEDCO) application to the Maryland Department of Housing and Community Development's (MDDHCD) Community Legacy Program (CLP). A local resolution of support is required for organizations to participate in the program.

AMOUNT OF MONEY AND SOURCE:

\$350,000.00 - MDDHCD - CLP Funds

No City funds are requested.

BACKGROUND/EXPLANATION:

GEDCO, as part of its mission to provide affordable housing, supportive services, and emergency assistance to community residents, in partnership with faith-based and community organizations, proposes the Village Center project located at 1010 East 33rd Street in the Ednor Gardens-Lakeside neighborhood.

The Village Center project, a part of Stadium Place, will meet a variety of intergenerational services including shopping, health, and socialization needs of the community at large with a focus on health and wellness. The CLP funds will be used for predevelopment activities for a proposed 45,000 square foot project that may include an adult day care, health restaurant options, medical offices, green space, and small-scale retail. A possible culinary incubator space may also be incorporated into the project concept to train students to prepare meals for senior residents of Stadium Place.

MINUTES

DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved a Local Government Resolution in support of the Govans Ecumenical Development Corporation application to the Maryland Department of Housing and Community Development's Community Legacy Program.

MINUTES

Department of Housing and - Amendatory Agreement No. 1 to the
Community Development Community Block Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendatory Agreement No. 1 to Agreement with Baltimore Development Corporation, Inc. (BDC). The Amendatory Agreement No. 1 extends the period of the agreement through February 4, 2016.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

The purpose of this Amendatory Agreement No. 1 is to implement a no-cost time extension to allow additional time for the construction of commercial façade improvements awarded under the BDC's Façade Improvement Program. The selected architect will complete architectural renderings and approve contractor invoices.

AUDITS NOTED THE TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendatory Agreement No. 1 to Agreement with Baltimore Development Corporation, Inc.

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Personnel matters

listed on the following pages:

832 - 846

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

The President **ABSTAINED** on items 1 & 2.

The Comptroller **ABSTAINED** on item no. 1 and item no. 11.

MINUTES**PERSONNEL**

| | <u>Hourly Rate</u> | <u>Amount</u> |
|-----------------------------------------------|--------------------|--------------------|
| <u>Office of the President - City Council</u> | | |
| 1. THOMAS A. PHILLIPS, III | \$22.03 | \$28,639.00 |

Account: 1001-000000-1000-104800-601009

Mr. Phillips will continue work as a Contract Services Specialist II (Special Community Liaison). His duties will include, but are not limited to informing the Director of the Office of Neighborhood Relations of issues and concerns among communities, developing ideas for legislation, attending regular meetings, and special events of the Office of Neighborhood Relations. Mr. Phillips will represent the City Council President at events or meetings, and distribute relevant information from the various City Agencies and Boards. Mr. Phillips will also continue to represent the City Council President on committees, work groups, and other initiatives, responding on behalf of the City Council President to telephone calls, correspondence, email, faxes, and coordinating activities with City Council Members. This contract has a 5% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

2. Abolish the following position: 1000-40114

Classification: Operations Officer II
 Job Code: 00086
 Grade: 927 (\$59,600.00 - \$95,400.00)

Create the following two positions:

Classification: Staff Assistant (Elected Official)
 Job Code: 00138

MINUTES**PERSONNEL**

Office of the President - City Council - cont'd

Create the following positions:

Grade: 903 (\$41,700.00 - \$66,700.00)

Position Nos.: To be determined by BBMR

Cost: \$3,049.00 - 1001-000000-1000-104900-601001

Mayor's Office of Information Technology

| | | |
|--------------------------|---------|--------------------|
| 3. EMMANUEL ABBEY | \$30.08 | \$60,060.00 |
|--------------------------|---------|--------------------|

Account: 1001-000000-1472-165800-601009

Mr. Abbey will continue to work as a Contract Services Specialist II (Senior Data Analyst). His duties will include, but are not limited to working with Application Support group/developers to troubleshoot and diagnose production issues, track, and resolve database related incidents. He will maintain database security, integrity, availability, database capacity planning, implementation, and support, and work closely with business analysts and software developers to support existing applications. Mr. Abbey's additional duties include design and architect datasets for the City data warehouse, design, and implement analytical reports in support of CitiStat, develop integration procedures to share data across disparate City systems, mentor junior staff in SQL development, maintenance and data analytics. This contract includes a 15% increase from the previous contract period. The period of the agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**Board of Liquor License Commissioners

4. **TYRONE GREEN** \$15.00 **\$10,000.00**

Account: 1001-000000-2501-259500-601063

Mr. Green will work as a Contract Services Specialist II (Liquor Board Inspector). His duties will include, but are not limited to visiting locations that have been issued special or one day licenses, monitoring the sale and service of alcohol at the one day licensed events or extensions of licenses. He will also participate in undercover investigations and complete inspection reports for licensed premises in the City of Baltimore. The period of the agreement is effective upon Board approval for one year.

5. **KEVIN HILLENBURG** \$15.00 **\$10,000.00**

Account: 1001-000000-2501-259500-601063

Mr. Hillenburg will work a Contract Services Specialist II (Liquor Board Inspector). His duties will include, but are not limited to visiting locations that have been issued special or one day licenses, monitoring the sale and service of alcohol at the one day licensed events or extensions of licenses. He will also participate in undercover investigations and complete inspection reports for licensed premises in the city of Baltimore. The period of the agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**Health DepartmentAmendment to Agreement

6. **MARY ELIZABETH MURPHY** \$ 8.00 **\$11,895.00**

Account: 4000-425515-3100-306700-601009

On June 25, 2014, the Board approved the original agreement for Ms. Murphy for one-year beginning on the date of Board approval or July 1, 2014 through June 30, 2015, whichever one comes later at a rate of \$7.25 per hour, for 25 hours per week, not to exceed \$9,425.00. However, the Baltimore City Health Department is requesting an amendment to this agreement due to the employee providing five additional hours of service per week, for a total of 30 hours per week and to comply with the Maryland Minimum Wage Increase from \$7.25 per hour to \$8.00 per hour from January 1, 2015 through June 30, 2015. This will increase the amount of the agreement to \$11,895.00.

Ms. Murphy will work as a Contract Services Specialist II (Senior Citizen Aide). Her duties will include, but are not limited to assisting with intake and referrals, answering telephones, and referring calls to proper stations. She will also distribute documents to program staff, file invoices, client records, and monitor incoming and outgoing faxes.

7. Create the following positions:

Classification: Information and Referral Worker
 Job Code: 81380
 Grade: 083 (\$33,957.00 - \$40,384.00)
 Position No.: To be determined by BBMR

Cost: \$54,526.00 - 4000-425515-3110-306700-601001

MINUTES**PERSONNEL**8. Create the following position:

Classification: Medical Records Technician
 Job Code: 61411
 Grade: 080 (\$30,834.00 - \$36,271.00)
 Position No.: To be determined by BBMR

 Cost: \$50,964.00 - 4000-422415-3031-579200-601001

| <u>Hourly Rate</u> | <u>Amount</u> |
|--------------------|---------------|
|--------------------|---------------|

Department of General Services

| | | |
|------------------------------|---------|--------------------|
| 9. JANICE BROWN-HYATT | \$20.76 | \$24,912.00 |
|------------------------------|---------|--------------------|

Account: 1001-000000-1981-194600-601009

Ms. Brown-Hyatt, retiree, will continue to work as a Contract Services Specialist I (Special Communications Coordinator). Her duties will include, but are not limited to conducting site surveys, reviewing blueprints and floor plans pertaining to the installation of communication equipment and services. She will serve as liaison with the Municipal Telephone Exchange regarding relocations, repairs, installations, and disconnections. She will also train agency personnel in equipment operations and the functions of other telecommunications systems. The period of the agreement is effective upon Board approval for one year.

Mayor's Office of Human Services

| | | |
|------------------------------|---------|--------------------|
| 10. TONIQUE D. HARRIS | \$16.16 | \$29,378.00 |
|------------------------------|---------|--------------------|

Account: 6000-685215-3573-267800-601001

MINUTES**PERSONNEL**Hourly RateAmount

Ms. Harris will work as a Contract Services Specialist II (Finance Office Assistant). Her duties will include, but are not limited to the compilation of monthly financial reports, updating related fiscal trackers, and other related finance support tasks. The period of the agreement is effective upon Board approval for one year.

Department of Public Works (DPW)Rate of PayAmount

- | | | |
|-----------------------------|------------------------------------------------------------------------------------|--------------------|
| 11. LISA JOI STANCIL | \$100.00/hour per conference session (not to exceed six hours per day) | \$26,000.00 |
|-----------------------------|------------------------------------------------------------------------------------|--------------------|

Account: 2071-000000-5471-400504-603021

Ms. Stancil will serve as a Contract Service Specialist II (Conference Chairman) to hear water revenue billing disputes. She will be responsible for conducting informal conferences and rendering written recommendations for the DPW, Bureau of Water and Wastewater, Customer Care Division. In addition, Ms. Stancil will conduct the formal hearings, take testimony from complainants, witnesses, and the DPW personnel. The period of the Agreement is effective upon Board approval for one year.

- | | | |
|------------------------|---------|--------------------|
| 12. MARK BENSON | \$33.00 | \$62,700.00 |
|------------------------|---------|--------------------|

Account: 2051-000000-1981-718200-601009

Mr. Benson will continue to work as a Contract Services Specialist II (Energy Projects Manager).

MINUTES**PERSONNEL**

DPW - cont'd

He will conduct energy assessments of City buildings to identify economic opportunities for reducing utility use and providing attractive payback for assessment for lighting, HVAC, appliances and renewable or other energy generation applications. Mr. Benson will maximize the utilization of grants and rebate programs as well as other sources of funds to pay for the projects or develop new opportunities, perform assessments for non-City buildings, for non-profits, churches, and schools, develop designs, cost estimates, payback, ROI, and develop budgets and schedules for projects he has developed and received funds to implement. In addition, he will perform project management for the smaller projects that are implemented by the Office of Sustainable Energy for both City and non-City buildings, perform roles of monitoring and evaluating technical cost, and schedule performance as a team member of the management organization for larger projects. Mr. Benson will also be responsible for managing energy efficiency upgrades in City buildings using Master Lease financing. This contract has a 3% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board of Estimates approval for one year.

13. Reclassify Position No. 5471-50003:

From: Customer Care Account Specialist
Adjuster
Job Code: 34261
Grade: 084 (\$35,212.00 - \$42,026.00)

To: Collections Representative II
Job Code: 34254
Grade: 082 (\$32,812.00 - \$38,811.00)

Costs: \$3,106.00 - 2071-000000-5471-609400-601001

MINUTES

PERSONNELDPW - cont'd

14. Reclassify Position Nos. 5471-49965, 5471-49973, 5471-49974, and 5471-49993
-

From: New Position
Job Code: 90000
Grade: 900 (\$1.00 - \$204,000.00)

To: Data Entry Operator I
Job Code: 33111
Grade: 075 (\$27,652.00 - \$31,432.00)

Costs: \$178,288.00 - 2071-000000-5471-609400-601001

15. a. Abolish the following positions:

Position No.: 5501-23740

Classification: Typist II
Job Code: 33252
Grade: 075 (\$27,652.00 - \$31,432.00)

Position No.: 5501-23461

Classification: Office Assistant II
Job Code: 33212
Grade: 075 (\$27,652.00 - \$31,432.00)

Position No.: 5521-40880

Classification: Accounting Assistant II
Job Code: 34132
Grade: 078 (\$29,378.00 - \$33,879.00)

MINUTES**PERSONNEL**DPW - cont'db. Create the following positions:

Classification: HR Generalist I
 Job Code: 33676
 Grade: 088 (\$40,917.00 - \$49,573.00)
 Position No.: To be determined by BBMR

Classification: HR Generalist II
 Job Code: 33677
 Grade: 923 (\$56,100.00 - \$89,900.00)
 Position No.: To be determined by BBMR

Costs: \$26,791.00 - 1001-000000-1901-190400-601001

Police Department

| | <u>Hourly Rate</u> | <u>Amount</u> |
|-------------------------------|--------------------|--------------------|
| 16. MICHAEL F. BAPTIST | \$14.42 | \$30,000.00 |

Account: 1001-000000-2042-198100-601009

Mr. Baptist, retiree, will continue to work as a Contract Services Specialist I (Application Investigation Section). He will be responsible for conducting pre-employment investigations for civilians, special enforcement officers, and promotional candidates, conducting local, state, and national records and warrant checks. Mr. Baptist will also investigate references, conduct neighborhood canvasses, summarize into files and advise of the results of the investigations, and make recommendation of the candidate. This is the same salary as in the previous contract period. The period of the Agreement is April 6, 2015 through April 5, 2016.

MINUTES

PERSONNELPolice Department - cont'd

| | <u>Hourly Rate</u> | <u>Amount</u> |
|-------------------------------|--------------------|--------------------|
| 17. HOWARD J. GREEN | \$14.42 | \$30,000.00 |
| 18. LORETTA S. BOLLING | \$14.42 | \$30,000.00 |

Account: 1001-000000-2042-198100-601009

Mr. Green and Ms. Bolling, retirees, will each continue to work as a Contract Services Specialist I (Human Resources Section).

They will be responsible for conducting final processing and hiring for new police officer applications, conducting fingerprinting and scheduling appointments for applicants, and reviewing case folders to determine if required documents are valid. In addition, Mr. Green and Ms. Bolling will conduct all aspects of the hiring process, including review of the benefits package and assist out-of-state applicants to acquire housing for employment with the agency. This is the same salary as in the previous contract period. The period of the Agreement is March 27, 2015 through March 26, 2016.

| | | |
|----------------------------|---------|---------------------|
| 19. HARRY G. HARCUM | \$14.42 | \$ 30,000.00 |
|----------------------------|---------|---------------------|

Account: 1001-000000-2042-198100-601009

Mr. Harcum, retiree, will continue to work as a Contract Services Specialist I (Evidence Control Unit). He will be responsible for receiving property/evidence submissions from police officers and lab personnel and ensuring the accuracy/completeness of paperwork and entry into the tracking system. In addition, Mr. Harcum will release property for further examination/evidence for court and update the tracking system for chain of custody and document the location. The period of the agreement is March 28, 2015 through March 27, 2016.

MINUTES**PERSONNEL**Police Department - cont'd

On January 3, 1996, the Board of Estimates approved a waiver to the Administrative Manual Policy 212-1, Part I. This waiver allowed the Baltimore Police Department to hire retired police officers on a contractual basis.

Fire Department20. Abolish the following 2 positions:

Classification: EMT Firefighter
Job Code: 41206
Grade: 313 (\$36,222.00 - \$57,884.00)
Position Nos.: 3191-13542 and 3191-13691

Abolish the following 13 positions:

Classification: Firefighter/Paramedic
Job Code: 41207
Grade: 315 (\$37,285.00 - \$59,505.00)
Position Nos.: 3191-13235, 3191-13244, 3191-13278,
3191-13302, 3191-13315, 3191-13336,
3191-13399, 3191-13432, 3191-13449,
3191-13461, 3191-13487, 3191-13490,
3191-45237

Abolish the following 7 positions:

Classification: Paramedic EMTP
Job Code: 62712
Grade: 368 (\$44,545.00 - \$67,605.00)
Position Nos.: 3191-14037, 3191-14073, 3191-14074,
3191-14112, 3191-14153, 3191-50360,
3191-50362

MINUTES

PERSONNELFire Dept. - cont'dCreate the following 89 positions:

Classification: Emergency Medical Technician
Job Code: 62710
Grade: 830 (\$32,000.00)
Position Nos.: To be assigned by BBMR

Create the following 4 positions:

Classification: Fire Lieutenant EMS EMT-P
Job Code: 41241
Grade: 376 (\$58,502.00 - \$70,586.00)
Position Nos.: To be assigned by BBMR

Costs: \$2,043,627.00 - 1001-000000-3191-308700-601061
749,460.00 - 1001-000000-3191-308700-601061
\$2,793,087.00

The Baltimore City Fire Department is proposing to restructure the Emergency Medical Services Unit to a new two-tier response system. This restructuring will allow for sufficient staffing during the peak time of the day for the medic units responding to emergency calls and reduce reliance on fire suppression units to respond to medical calls by providing a large pool of training EMS providers. This is projected to significantly reduce energy overtime costs associated with staffing medic units. These positions are to be considered Positions of Trust in accordance with the policy outlined in Administrative Manual Section 237-1.

Department of Housing and Community Development (DHCD)21. Reclassify the following three positions:Position No.: 33441

MINUTES

PERSONNELFire Dept. - cont'd

From: HR Generalist II
 Job Code: 33677
 Grade: 923 (\$56,100.00 - \$89,900.00)

To: HR Business Partner
 Job Code: 33679
 Grade: 931 (\$68,200.00 - \$109,100.00)

Position No.: 14920

From: HR Assistant II
 Job Code: 33685
 Grade: 085 (\$36,318.00 - \$43,761.00)

To: HR Generalist I
 Job Code: 33676
 Grade: 088 (\$40,917.00 - \$49,573.00)

Position No.: 14883

From: HR Assistant I
 Job Code: 33681
 Grade: 081 (\$31,758.00 - \$37,625.00)

To: HR Assistant II
 Job Code: 33683
 Grade: 085 (\$36,318.00 - \$43,761.00)

Costs: \$23,914.41 - 1001-000000-1773-180000-601001

| | <u>Hourly Rate</u> | <u>Amount</u> |
|----------------------------------|--------------------|---------------|
| <u>State's Attorney's Office</u> | | |
| 22. WAYNE A. WILLIAMS | \$32.22 | \$70,884.00 |

MINUTES

PERSONNELSAO - cont'd

| | <u>Hourly Rate</u> | <u>Amount</u> |
|---------------------------------------------------------------------------------------------------------|--------------------|---------------|
| Mr. Williams, retiree, will continue to work as a Contract Services Specialist I (Senior Investigator). | | |
| 23. DWIGHT P. THOMAS | \$26.93 | \$50,846.00 |
| Mr. Thomas, retiree, will continue to work as a Contract Services Specialist I (Investigator). | | |

Account: 1001-000000-1150-118000-601009

Mr. Williams will be responsible for assisting with management, overseeing, training, and scheduling of the work of the office and other investigators. In addition, he will perform the standard duties of an Investigator.

Mr. Thomas will be responsible for researching the whereabouts of and locating parties relevant to prosecution of cases, providing location information to attorneys, and forwarding this information to the Warrant Apprehension Task force in order for arrests to be made. He will also communicate with witnesses and victims to provide case status and trial date information, prepare subpoenas, and ascertain and verify respondents' legal identity through fingerprint identification documents and investigate findings. In addition, he will research the prosecution's database and the daily news to gain information regarding persons being sought in prosecution cases.

In March 1999, the Board approved a waiver of the AM 212-1 to hire retired Police Officers as Investigators for the Office of the State's Attorney with no restrictions on the number of work hours and rate of pay. The period of the Agreement is effective upon Board approval for one year.

MINUTES

PERSONNELSAO - cont'd

24. **DOUGLAS B. LUDWIG** \$35.00 **\$63,500.00**

Account: 1001-000000-1150-118000-601009

Mr. Ludwig, retiree, will work as a Contract Services Specialist I (Attorney). He will review charging documents for all on-view arrests made by police officers, make decisions to release or charge offenders based on principal law. He will also produce and provide bail recommendations to the Court Commissioner for all cases involving violent felonies and firearm charges. The period of the agreement is effective upon Board approval for one year.

Circuit Court

25. Reclassify the following position:

Position No.: 32843

From: Clerical Assistant I Courts
Job Code: 00823
Grade: 080 (\$30,834.00 - \$36,271.00)

To: Court Secretary II
Job Code: 00813
Grade: 089 (\$42,600.00 - \$51,722.00)

Costs: \$8,105.00 - 1001-000000-1100-109400-601001

MINUTESDepartment of General Services - Developers' Agreements

The Board is requested to approve and authorize execution of the various Developers' Agreements.

| | <u>DEVELOPER</u> | <u>NO.</u> | <u>AMOUNT</u> |
|----|------------------------------------------|-------------|--------------------|
| 1. | FEDERAL HILL PARTNERS II, LLC | 1394 | \$13,000.00 |

Federal Hill Partners II, LLC would like to install new water service to their proposed new building located in the vicinity of 12 East Cross Street. The agreement will allow the organization to do its own installation in accordance with Baltimore City standards.

A Letter of Credit in the amount of \$13,000.00 has been issued to Federal Hill Partners II, LLC which assumes 100% of the financial responsibility.

| | | | |
|----|---------------------------------|--------------|--------------------|
| 2. | MONDAWMIN BUSINESS TRUST | 962-K | \$ 9,064.00 |
|----|---------------------------------|--------------|--------------------|

Mondawmin Business Trust would like to install new water service to their proposed modernization of Mondawmin Mall, located at 2301 Liberty Heights Avenue. This agreement will allow the organization to do its own installation in accordance with Baltimore City standards.

A Performance Bond in the amount of \$9,064.00 has been issued to Mondawmin Business Trust which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for the projects, therefore, MBE/WBE participation is not applicable.

UPON MOTION duly made and seconded, the Board approved the foregoing Developers' Agreements.

MINUTES

Department of General Services (DGS) - On-Call Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an On-Call Agreement with Gannett Fleming, Inc. for Project No. 1218, On-Call Architectural Design Services. The period of the On-Call Agreement is effective upon Board approval for two years or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$2,000,000.00 - Upset limit

BACKGROUND/EXPLANATION:

Various City agencies, on a continuing basis, require architectural design services to modify, upgrade, or repair their facilities. Typically, the work involved is limited in scope or of an urgent nature, which in either case, should not be postponed until the customary architectural design selection process can be executed. Under these contracts, the call for these services will be made as needs are identified.

The cost of services rendered will be negotiated on a not-to-exceed price for each task assigned. The fees will be based on actual payroll rates, not including overhead and burden, times a set multiplier. The payroll rate and the multiplier have been reviewed by the Department of Audits.

The period of the contract is for two years. However, projects that are started within the initial two-year period may continue beyond the two-year time frame until completion. The total fee for this consultant's contract will not exceed \$2,000,000.00 for the two-year period.

The Consultant has been approved by the Architect and Engineering Awards Commission (AEAC) procedures, under AEAC Project No. 1218.

MINUTES

DGS - cont'd

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 17% FOR MBE AND 10% FOR WBE.

| | |
|---------------------------------------|------------|
| MBE: Min Engineering, Inc. | 17% |
| WBE: Carroll Engineering, Inc. | 6% |
| Phoenix Engineering, Inc. | <u>4%</u> |
| Total | 10% |

MWBOO FOUND VENDOR IN COMPLIANCE.

AUDITS NOTED THIS ON-CALL AGREEMENT AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an On-Call Agreement with Gannett Fleming, Inc. for Project No. 1218, On-Call Architectural Design Services.

MINUTESMayor's Office of Human Services (MOHS) - Agreements

The Board is requested to approve and authorize execution of the various agreements.

CONTINUUM OF CARE AGREEMENTS**1. ASSOCIATED CATHOLIC CHARITIES, INC. \$113,247.50**

Account: 4000-496215-3573-591825-603051

The organization will use the funding provided to support services to 76 households under its Project BELIEVE program. Project BELIEVE provides a supportive permanent housing program for homeless men and women returning to the community after incarceration and/or other reasons for homelessness. Participants are housed in scattered site units throughout Baltimore City. The program provides case management and referrals to primary and mental health care and other supportive services. Goals for the program include increasing housing stability, increasing skills and/or income and enhancing self-determination. Clients will participate in programs and services currently being offered at Our Daily Bread Employment Center, including job readiness training, GED referral and client services. Recovery support is provided, including AA/NA meetings. The period of the agreement is February 1, 2015 through January 31, 2016.

The agreement is late because of a delay at the administrative level.

**2. THE SALVATION ARMY, A GEORGIA CORPORATION \$153,326.00
FOR THE SALVATION ARMY, BALTIMORE**

Account: 4000-496214-3572-591430-603051

The organization will use the funding provided for housing assistance and support services to 6 households at their Booth House program site. Booth House serves families affected by a myriad of problems beyond housing needs such as loss of income, domestic violence, substance abuse, and/or mental health issues.

MINUTES

MOHS - cont'd

The program is committed to helping these cases by providing safe housing and supportive services for a period of 18-24 months. Homeless men, women, and children will reside in 6 bedrooms with a total of 19 beds. The period of the agreement is October 1, 2014 through September 30, 2015.

The agreement is late because of a delay in obtaining signatures from the Salvation Army.

MWBOO GRANTED A WAIVER.

3. ST. AMBROSE HOUSING AID CENTER, INC. \$ 34,838.00

Account: 4000-496215-3573-591452-603051

The organization will use the funding provided for housing assistance and support services for 14 households. The St. Ambrose Housing Aid Center's Supportive Housing Program provides case management services to 4 formerly homeless individuals and 10 families who reside in housing units leased or managed by the organization. Among the population served are individuals and families with chronic mental illness, substance abuse problems, persons with HIV/AIDS, domestic violence victims, veterans, families, and single adults, among others. The program works to help families become self-sufficient, using a home based approach that utilizes the building of life skills, employability skills, and connection to community resources if appropriate. The period of the agreement is April 1, 2015 through March 31, 2016.

MINUTES

MOHS - cont'd

4. **PROJECT PLASE, INC.** **\$ 113,975.00**

Account: 1001-000000-3572-732200-607001

The organization will use the funding to cover the cost of 10 transitional housing beds for 201 nights for clients of the Baltimore City Department of Social Services Transitional Housing Program. The period of the agreement is July 1, 2014 through June 30, 2015.

The agreement is late because of a delay at the administrative level.

5. **AIDS INTERFAITH RESIDENTIAL SERVICES, INC.** **\$1,424,500.00**

Account: 4000-494215-3573-327200-603051

The organization will use the funding provided to offset costs of operating the "At The Front Door" Program which provides supportive housing for HIV+ ex-offenders leaving the prison system. The program provides residents with a continuum of care from transitional housing through self-sufficiency. Supportive case management provided will focus on access to healthcare, substance abuse recovery, education, employment, and service activities that can successfully connect them to their community. Candidates for "At The Front Door" have to be homeless Baltimore City residents, with low-income or no-income and with no family or other support systems. The period of the agreement is March 1, 2015 through February 28, 2018.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreements.

MINUTES

Health Department - Ratify Services and Approve
Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to ratify the services and approve the expenditure of funds to pay the University of Maryland, Baltimore (UMB), Taghi Modarressi Center for Infant Study. The services were rendered July 1, 2009 through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

\$77,309.49 - 4000-428210-3080-294300-603051

BACKGROUND/EXPLANATION:

On February 17, 2010, the Board approved the agreement with the UMB's Modarressi Center for Infant Study/Secure Starts in the amount of \$56,680.00 for term July 1, 2009 through June 30, 2010. This portion of the services provided has been paid.

After the preliminary introduction of services, the response and need were greater than anticipated. This resulted in an additional expenditure increase of \$77,309.49. The Baltimore Infants and Toddlers Program management was aware and approved the expansion of services to prevent a disruption of services to families being served by this program.

This item is presented at this time because the Department was waiting for additional documentation from the UMB. The Department apologizes for the delay.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Health Dept. - cont'd

UPON MOTION duly made and seconded, the Board ratified the services and approved the expenditure of funds to pay the University of Maryland, Baltimore, Taghi Modarressi Center for Infant Study.

MINUTES

Health Department - Agreements

The Board is requested to approve and authorize execution of the various Agreements.

1. **GOVANS ECUMENICAL DEVELOPMENT CORPORATION** **\$62,748.00**

Account: 4000-533515-3024-295918-603051

Govans Ecumenical Development Corporation operates a senior program which serves as the community focal point for seniors and their caregivers. Services to be provided include, but are not limited to social, recreational, and educational programs, information and assistance, outreach, wellness and transportation. The period of the agreement is October 1, 2014 through September 30, 2015.

The Agreement is late because the Baltimore City Health Department was waiting on finalization of budget and signatures from the provider.

MWBOO GRANTED A WAIVER.

2. **CARSON RESEARCH CONSULTING, INC. (CRC)** **\$19,970.00**

Account: 4000-469015-3080-294601-603051

The CRC will be evaluating the Healing Ourselves through Peer Empowerment (HOPE) interconception program. Under B'More for Healthy Babies (BHB), the HOPE Project was created in 2014 in partnership with Roberta's House. The HOPE project offers monthly drop-in support groups.

Interconception is the time between the end of one pregnancy and the beginning of the next one. The goal of the interconception program care is to take steps to improve the outcome for the next pregnancy. It is also the time to find those women who might have a poor birth outcome.

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

MINUTES

Health Dept. - cont'd

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreements.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTION

* * * * *

On the recommendations of the City agency

hereinafter named, the Board,

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following pages:

859 - 908

to the low bidders meeting the specifications,

and rejected the bid as indicated

for the reasons stated.

The Transfers of Funds were approved

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

The Comptroller voted **No** on items 1, 2, 3, and 4.

The Comptroller **ABSTAINED** on items 5 and 6.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Public Works/Office of Eng. & Construction

1. W.C. 1308R, AMI/R Metra Industries, \$3,184,415.00
 Urgent Need Metering Inc.
 Infrastructure Repairs
 and Replacement,
 Various Locations
 (Up to 2" Water
 Service)

MWBOO SET GOALS OF 15% MBE AND 4% WBE.

| | | |
|----------------------------------------|---------------------|------------|
| MBE: JJ Adams Fuel Oil Co., LLC | \$159,220.75 | 5% |
| Machado Construction Co., | 318,441.50 | 10% |
| Inc. | <u>\$477,662.25</u> | <u>15%</u> |

| | | |
|----------------------------------------|--------------|----|
| WBE: R&R Contracting Utilities, | \$127,376.60 | 4% |
| Inc. | | |

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM R.E. HARRINGTON PLUMBING AND HEATING CO., INC.

A SUPPLEMENTAL PROTEST WAS RECEIVED FROM R.E. HARRINGTON PLUMBING AND HEATING CO., INC.

2. **TRANSFER OF FUNDS**

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|-----------------------|-----------------------|---------------------|
| \$2,101,714.00 | 9960-906133-9558 | |
| Water Revenue | Constr. Res. | |
| Bonds | Meter Replacement | |
| 2,101,714.00 | " | " |
| Counties | | |
| <u>\$4,203,428.00</u> | | |

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Public Works/Office of Eng. & Construction - cont'd

TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|-----------------------|-----------------------|--------------------------------------|
| \$ 318,441.50 | ----- | 9960-910607-9557-2 Extra Work |
| 318,441.50 | ----- | 9960-910607-9557-3 Engineering |
| 191,065.00 | ----- | 9960-910607-9557-5 Inspection |
| 3,184,415.00 | ----- | 9960-910607-9557-6 Construction |
| 191,065.00 | ----- | 9960-910607-9557-9 Administration |
| <u>\$4,203,428.00</u> | | |

The funds are required to cover the cost for the award of W.C. 1308R, AMI/R Urgent Need Metering Infrastructure Repairs and Replacement, Various Locations (Up to 2" Water Service).

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------|
| 3. W.C. 1309R, AMI/R Urgent Need Metering Infrastructure Repairs and Replacement, Various Locations (3" Larger Water Services) | Metra Industries, Inc. | \$6,297,600.00 |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------|

MWBOO SET GOALS OF 15% MBE AND 5% WBE.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Public Works/Office of Eng. & Construction - cont'd

| | | |
|--------------------------------------------|---------------------|------------|
| MBE: Machado Construction Co., Inc. | \$723,739.50 | 11% |
| JJ Adams Fuel Oil Co., LLC | 263,178.00 | 4% |
| | \$986,917.50 | 15% |

WBE: R&R Contracting Utilities, Inc. \$328,972.50 5%

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM R.E. HARRINGTON PLUMBING AND HEATING COMPANY, INC.

4. TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|-----------------------|-----------------------|--------------------------------------|
| \$4,431,988.00 | 9960-906133-9558 | |
| Water Revenue | Constr. Res. | |
| Bonds | Meter Replacement | |
| 4,431,988.00 | " " | |
| Counties | | |
| \$8,863,976.00 | | |
| \$ 629,760.00 | ----- | 9960-913612-9557-2 Extra Work |
| 629,760.00 | ----- | 9960-913612-9557-3 Engineering |
| 929,000.00 | ----- | 9960-913612-9557-5 Inspection |
| 6,297,600.00 | ----- | 9960-913612-9557-6 Construction |
| 377,856.00 | ----- | 9960-913612-9557-9 Administration |
| \$8,863,976.00 | | |

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Public Works/Office of Eng. & Construction - cont'd

The funds are required to cover the cost for the award of W.C. 1309R, AMI/R Urgent Need Metering Infrastructure Repair and Replacement, Various Locations (3" Larger Water Service).

President: "The um, first two items on the non-routine agenda, we are going to hear both since they're the same arguments, um - is on Page 46, Items 1 and 2, Department of Public Works, Office of Engineering and Construction, WC 1308R, Urgent Need Metering Infrastructure Repairs and Replacements, and on Page 47, um, Item 3 and 4, Department of Public Works, Office of Engineering and Construction, WC 1309R, Urgent Need Metering Infrastructure Repair and Replacements. Will the parties please come forward? You can start."

Mr. Shapiro: "Good morning. My name is Art Shapiro, I'm the Chief of Engineering and Construction with the Department of Public Works and I'm presenting contract WC 1308R for consideration. It's for AMI and AMR urgent need metering infrastructure services.

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Ah, the bids were taken on December 10, 2014 and the, there were three bids received. The low bid was from R.E. Harrington \$2.699 million; um, and the second low bid was from Metra Industries for \$3.184 million. There was a issue with uh, the bid documents, which uh, urged the Office of Engineering and Construction to stand by its original recommendation for award to the second low bid, Metra Industries."

Ms. Schevitz: "Pam Schevitz, Minority Women's Business Opportunity Office. We reviewed two bids for this contract. Uh, R.E. Harrington Plumbing and Heating was determined to be non-compliant because the Statement of Intent forms had been changed and it was not initialed by both parties. Metra Industries was also reviewed and we determined them to be compliant with the 15 percent MBE and the four percent WBE participation. Um -- last week it was brought up about um -- as part of the protest about Sanitary Contract 877. Um -- it should be noted that the main difference between the bids that were submitted for WC 1308R and Sanitary Contract 877 is that all of the information that was submitted on the Statement of Intent was a copy with the original bid on the Sanitary Contract 877.

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With uh -- 1308R, the Statement of Intent actually included um, actual Wite-Out on the form, as well as copied information, as well as original information. So, there is a distinct difference between Sanitary Contract 877 as well as 1308R, insofar as the submission of the Statements of Intent."

City Solicitor: "A question with regard to the 1308 um, Form B's - so were you able to actually see and identify the white outs on the Form B's?"

Ms. Schevitz: "Yes. You could actually see and feel the white outs. You could actually feel the back of it where it was imprinted with the actual numbers that had been changed on the sub-contract dollar amount."

City Solicitor: "So, you could see both the numbers that were submitted and the numbers that had been whited out?"

Ms. Schevitz: "You could feel that there was actual Wite-Out, yes."

City Solicitor: "And could you -- did, did you, did you try to read the numbers on the Wite-Out that were whited out?"

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Ms. Schevitz: "You could see that there was changes under the actual document, yes."

City Solicitor: "Thank you."

Edward Smith, Jr.: "Thank you very much, Mr. President, um -- and thank you, Mr. City Solicitor for allowing me to uh -- file as a, ah person who could participate as a lobbyist."

City Solicitor: "Absolutely."

Mr. Smith: "I do appreciate it. Um -- as you can see, Mr. President, and um -- Madam Mayor, um -- we sent in on March 23rd, a letter."

Mayor: "Talk right into the microphone."

Mr. Smith: "Yes I will, I will try to do that."

Mayor: "You have to do more than try because we're recording this."

Mr. Smith: "Yes, I understand that. I used to sit in the position and said the same thing, Madam Mayor. So, I can appreciate it. Thank you very much. Um -- let me um -- indicate um -- to you, that um -- there is no way to um -- as the City Solicitor on 877 indicated, when Mr. Corey came before the

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uh -- Board and said that uh there's no way that we can tell when that particular Wite-Out was put on because I still have not heard from the um -- the young lady to my right, that there were in fact numbers which were changed, which were struck out and other numbers inserted on those Form B's. Uh -- and I listened for that very carefully and could not hear it. I also note that in 8-7-7 um -- this Board in fact um -- approved the contract uh, that was issued at that time with Wite-Out, and the questions were asked by the City Solicitor, the same questions that were asked, other than the question as to whether or not you could see that there were any changes. We would submit to you that if you look at the forms themselves, that there were no changes on those forms, uh, and that my letter is an indication of that proposition. In addition to that, there was some question, I think from Mr. Chow, as to whether or not um -- you in fact did make a, um -- deviation from the former decision to in any instance not allow Wite-Outs in these proceedings. Ah, we brought in all of our 'subs' they sat in those chairs and --."

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President: "I'm sorry. Go ahead."

Mr. Smith: "-- that's alright, Mr. Chairman. I understand."

President: "I thought it was off."

Mr. Smith: "That's okay. Um, thank you very much -- and they sat in those chairs, and we all agreed and they sit in those chairs today, that there were no numbers changed in what they were to receive as a result of their contracts. That was an affirmative proffer and acceptance by this Board. Uh -- last night at approximately 7:52, I received a call to have them all here and present today, um -- which was surprising. But, nevertheless uh -- the company and Mr. Harrington was able to prevail upon them to come here today to say the same thing that they said a week ago in these proceedings, and that is that there was no changes in the amounts that they would receive as a result of the contracts in 1308, and they are here to say the same thing with affidavits today, as you have requested. Um -- that being the case that um -- being the case that um -- that there was absolutely nothing untoward about what occurred, the words of I think, Judge, Justice O'Connor, are kind of rolling in my head, and have been since I left these proceedings last week, when she said 'Discrimination in the construction industry

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is like a cancer in the blood on the society', um, and I think that when you look at what has occurred, uh, Mr. Harrington, who is the low bidder by almost \$500,000.00, it would be ill I think, of the City, to expect that the taxpayer should pay an additional \$500,000.00 uh, for Wite-Outs when not only the spirit, but the intention of the legislature, uh -- the legislation in this case, is squarely before this Board. Um -- Mr. Chairman, I don't mean to be um -- vociferous. I don't mean to be controversial. Ah -- but I do mean to expect justice for Mr. Harrington and for the 'subs' who are here. Uh -- moreover, I think that um, one of the things that has been overlooked here is that when um, the -- when last week it was indicated that there was no, um -- in the Metra bid, there was nothing that was untoward, that was just not the case. Um, once again, by the very documents which this agency had before it, it saw that on the Adams um -- instruments that Mr. Adams was in fact, not a provider for anything other than services and that there's a 25 percent MBE qualification that was put on these forms. Am I speaking in the microphone, Madam Mayor?"

Mayor: "Um-uhm."

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Mr. Smith: "Okay, great. Ah, so I want to make sure that I'm heard on that issue. I thank you very much for the opportunity to be heard."

President: "Thank you."

City Solicitor: "Mr. uh --"

President: "Madam Comptroller."

Comptroller: "It appears that we need to be consistent, because, uh -- Mr. Nilson, in the Minutes of August 14, 2013, you stated that if the other party has knowledge of the change and concurs, you said it is okay, and the 'subs' that were here last week, they stood up and they were in agreement. So, it appears that it should be okay."

City Solicitor: "Madam, Madam Comptroller, I never said, and the Board never ruled, that if the 'subs' said it's okay it's okay. Here --"

Comptroller: "Let me read it, can I read it? It says here on August the 18th, August 14, 2013 on Page 3101, 'City Solicitor: Well, we well we wouldn't for example, let's say that there's a number that was written in pencil, if there was an erasure and that it was corrected and a different number was put in, and the document bore the signatures at the bottom, we would not view that as a change."

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I wouldn't anyway, unless somebody, unless somebody established to me that the erasure occurred after the signature of the parties and without the knowledge of one of the signing parties. If, if you had, if you had here today, the sub-contractor who subscribed to the document, and the sub-contractor said I didn't concur that change that was put on after my signature that would be a different situation.'"

City Solicitor: "Well yes, but the first situation was talking about an erasure that occurred before the sub-contractor signed the document."

Comptroller: "But, how do we know?"

City Solicitor: "Which, which -- well in that case, a case a year and a half ago, we, we were not able to determine that there was a change because unlike these documents, which are originals and you can see the Wite-Out, a year and a half ago all the documents were photocopies and you could not tell whether there was a change and if you assumed there was a change, you couldn't tell when it occurred."

Comptroller: "But you could because --"

President: "Let him finish then you can finish."

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City Solicitor: "On the basis, those were the facts before the Board, on which the Board ruled a year and a half ago. It's different in this situation because I have inspected, as have I think, other members of this Board, the original documents submitted, and you can clearly see the white outs and you can see the numbers, you can't read every digit of the number replaced, but you can see that numbers were there previously and they were changed by Wite-Out. That's a very different situation from what we had a year and a half ago, and the nature of the documents with the signatures of the 'subs' being photocopied signatures, not original signatures. Director Chow and I have looked at these, at these um -- original forms extensively, and we have them with us today. Um -- they make it clear that there was a change and all of the circumstances make it clear that those changes were made after the photocopied signatures of the 'subs' were put on the documents."

Comptroller: "But on 8-7--"

Mayor: "Madam Comptroller--"

City Solicitor: "-- the documents --"

President: "Hold up--hold-- up."

Comptroller: "Okay."

MINUTES

Mayor: "--I just want to clarify what's being said, in the origin - in the case that was referenced in 2013, the whole thing was photocopied. So, there's no original, there was no, as far as I understand, there was no ink and then photocopy, it was all photocopy."

City Solicitor: "That's correct."

Mayor: "On the, on the form that we're talking about, on the form that's before us today, there was a photocopied document. One of the critical things that was included on the photocopy was a signature. So, the signature existed on the previous document. On top of that photocopy, which included the signature, there's Wite-Out, and there's no ink signature that accompanies that Wite-Out. So, there's no, there's, there's clearly the original document that was photocopied, including the signature and then an edit."

Comptroller: "I understand that, however on the Statement of Intent for 8-77, there's a signature of June 11, 2013 but then there is another notation that says 'As of 10:30 a.m. on June the 12th', there's a change. So, there was a change after the-- the signatures because the signature has June the 11th and on, and on this document, you can take a look at it, Mr. Nilson --."

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City Solicitor: "I've seen the document. I know what you're talking about. Yes, and the Deputy Comptroller raised that to the Board and the Board found that that was not the kind of change that persuaded them to come to a different conclusion."

Mr. Smith: "I, I still remember the echoing of your words when this matter was taken up a year and a half ago, um in another contract involving an outfit. You asked whether or not it was subject to scientific evaluation on the form. Ah, the answer to that of course was 'No, it wasn't' and the conclusion was that if you could not tell it, and did not have it evaluated scientifically, then the naked eye, it seems to me, one could say was not enough. So, I'm wondering what the difference is between now and then."

City Solicitor: "Be -- because here, as Madam Mayor has just said, and as I said previously, you can clearly see the Wite-out on these documents, which was not the case a year and a half ago."

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You can clearly see that prior numbers were there and you can tell from the documents that that Wite-out and the changes of those numbers occurred before all the signatures were put on the document."

Comptroller: "But Mr.--"

Mr. Smith: "And the bottom line is that nothing has changed with respect to the sub-contractors. Thank you, sir."

Comptroller: "Also, Mr. Nilson, no one looked at the original documents of 8-77 because you asked for a deferral and the um, and it was said that it was time sensitive, so we did not look at the original documents to see."

City Solicitor: "Well, I think we were told what the original documents showed."

Comptroller: "We didn't look at the original documents."

City Solicitor: "Well that's because time --."

Comptroller: "You asked, you asked for a deferral and we did not look at the originals."

City Solicitor: "I, I asked if deferral it was possible --"

Comptroller: "Yes."

City Solicitor: "-- and the DPW said no --"

Comptroller: "Right."

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City Solicitor: "--because of consent decree time requirements. So, we acted without the original documents, but we have since gone back since these gentlemen raised 8-77 and looked at those original documents and they, basically they are all photocopies, they are not originals. You cannot tell, just as you couldn't a year and a half ago, whether a change had been made, and if so when it had been made. That remains the same as it was a year and a half ago."

Director Public Works: "And I believe that we do have both of those documentations here 13-08 and 8-77."

City Solicitor: "And, and I might add just with regard to the 'subs' so for the 'subs' to say, we're okay with the numbers, these are our numbers, we're good with them is not sufficient because we, this, we have a consistent history of not allowing folks to come forward on or after the bid, or after the bid and saying, 'oh, I'm cool, let me initial those documents' or 'Let me tell you I'm cool with those numbers'."

Mr. Smith: "Well why were they--"

The num, the, the M-W-BOO law requires, and the documents require, that that be determined before they are submitted. They have to be submitted in a way that they are not changed and where, either by signatures or

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initialing it's clear on the documents, as they are submitted on bid due date, that everybody is on board, in writing with those numbers."

President: "Okay, I'm, I'm going to say one thing --."

City Solicitor: "And, and to come in --."

President: "I want to say one thing before we go any further. Um -- until I recognize you, please don't speak out. I would ask that you not do that. So, you're speaking now."

Mr. Dashiell: "If I'm being recognized?"

President: "Yes. Yes."

Mr. Dashiell: "Ah -- Mr. President, Madam Mayor, my name is Robert Fulton Dashiell. I represent R.E. Harrington on 1309R and inasmuch as the President recognized accurately that the issues are the same, I thought I would chime in at this point and give you the benefit of at least my two cents on the matter. Ah -- number one, yes, you can show, uh, you can see that there was a number there prior to the white out. Number two, you cannot show from the white out that the number that was there before is different from the number that was there afterward. You cannot tell that, I don't care what you look at. For all we know, you could be looking at a correction, a re-statement of the number; but let me say, let me say, let me say more than that because, because somehow we get lost."

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This is a minority business participation program. This is, this is not, you know, you know, flip a coin. I, I got to make a confession here because I started this whole squibble business. Mr. Nilson, you remember on contract number 845 Frucon, which since became my client, by the way. But, I started this whole Frucon business, I came before this Board and said that a scratch out without an initial is wrong because you couldn't tell that there had been an agreement. You know what? I'm going to confess something to you. I was wrong. Let me tell you why I was wrong. I was wrong because I was not aware at the time what the real industry practice is, and every 'sub' will tell you this: the real industry practice that has been known to the City, from going all the way back to Shirley Williams, is that frankly all these forms are signed in blank. That's the real deal. Every single one of these forms is signed in blank, and not, and not to evade or, or, or to evade or avoid the MBE requirement, but as a necessity, and here is why. If I'm going to give you a price to do hauling, I'm not going to read through 70 pages of drawings and specifications just to tell you that I'm going to charge you \$50 an hour to haul; or \$10 a load, or \$15 a cubic yard.

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I'm going to give you my price list and I'm going to let you choose which services you want and which certified services you're going to include, and you fill the form out. That's exactly how it's done. Every one of these 'subs' here, including the president of the association, will tell you that's exactly the way it's done, and that's the way it's always been done. Why's it been done that way for the 'prime' contractor side? Because the form requires a statement of percentage which cannot be calculated until all of the other numbers are in place. Nobody's riding around with a truckload of MBEs in the trunk of their car, saying 'Sign this form after I calculate my percentage', it's just not done that way. So it is in fact disingenuous, it is disingenuous, it is disingenuous to throw a bid out because a form was changed after a signature was put on it, when in fact the signature was put on it when the form was blank in the first place. That's the truth of the matter."

President: "Madam Mayor."

Mr. Dashiell: "That is the truth of the matter."

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President: "After you finish, the Mayor's going to respond."

Mr. Dashiell: "I'm done."

Mayor: "The challenge is that it seems disingenuous to, to, to fight to establish a rule, and then when it doesn't work for your client, say that the rule was wrong."

Mr. Dashiell: "Well, Madam Mayor, uh -- what's wrong is not to admit that you're wrong when you are, and, and, and I'll be honest with you. This is probably not the first time in my life I've been wrong. It's probably not, but it's not the first time, this Board hasn't been nearly consistent as Mr. Nilson professes. The fact, the fact of the matter is prior to 845 there was no rule. Prior to my argument on 845, this rule didn't exist."

Mayor: "But if I may --"

Mr. Dashiell: "Yes Ma'am --"

Mayor: "Mr. Dashiell, because, because we care, and I hope I'm speaking for all of us, about the compliance uh -- with the uh -
- MBE/WBE regulations, because we care about inclusion, it's my understanding that since the previous time when the contract against, I mean the, when Mr. Harrington had the apparent low

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bid but was rejected because of a mistake, it was my understanding that my office worked with his team to make sure that they understood all of the um, how to fill out the forms, what was acceptable, what wouldn't be accepted, so that we wouldn't be in this place of having, of what we're saying, of what you're saying is a technicality that should be overlooked. Um -- so we wouldn't be in this place again. We went, we worked, it's my understanding that we worked with the team to say 'this is how it's done, this is what's acceptable', 'this is what is not acceptable', 'this is what you need to put in', because we don't, because we want to see him be successful."

Mr. Dashiell: "Well, Madam Mayor what happened here, and this was, and this was to facilitate the City's interest in, in providing the low bid. What really happened here was that on the day of the bid, Mr. Harrington, just like a lot of prime contrac- bidders do, received a last minute quotation which had the effect of lowering its bid price. These ladies, they are on the way out the door the bid -- with no changes, no Wite-Out, no anything, he comes in with a lower price because, because at the end of the day there's supposed to be at least a presumption that if you're the low bidder you might get awarded a contract.

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That's true in almost every other jurisdiction. So, so, what he, he, he calls into his staff and says 'I've got a lower bid', they're on their way out the door. That's why the change was made at the last minute. It wasn't because of their -- and they appreciate your work. It wasn't so much a mistake, it was their effort to try to make sure they submitted a competitive bid which happened to be in this case, the low bid by almost a million dollars on my contract, five hundred thousand dollars on, on Mr. Smith's contract. We, we, and Mr., Madam Mayor, there's nobody in this universe that cares more about minority participation than the people standing at this podium, particularly me. I've been doing this almost 40 years. Almost 40 years I've been dedicated to this. The original program was written for the City by me. The, the first ordinance was drafted by the City, with all due respect to the former President, was drafted by me. Nobody's spent more time doing this than me. I organized the minority contractors association, so I, so the notion that I don't care or that I'm changing because I've got a client that says something different, is, is, is wrong.

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That, that's really not true, and I know you're not suggesting it, but it really isn't true. I changed because I was wrong. I changed because the industry practice is exactly as I described it. I changed because I got seven contractors here who are going to lose a lot of money from not awarding the contract to a certified minority firm. That's the thing that really gets me. We've taken the purpose of the law and turned it on its head. It wasn't supposed to be about technicalities, it was supposed to increase minority participation. That's what it was supposed to do."

President: "Joan?"

Comptroller: "So, Mr. Nilson, why did we ask the 'subs' to come down today? What was the purpose?"

City Solicitor: "Well, we've actually learned a good deal from Mr. Dashiell about what happened here, um, so I suppose we don't need to hear that from the 'subs.' What happened here is um, the contractor took previously signed documents, made alterations of them at the time of the bid, changed information on them, and while that may be pragmatically what they need to do or what they had to do in this case, in doing so they violated the requirement of the Form B, which says information can't be changed.

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So, Mr. Dashiell has, has spared all the 'subs' of having to confirm what he's just related to. Now, Mr. Dashiell's then, so we then have a situation where --."

Mr. Dashiell: "That's not what I said, Mr. Nilson. Let me say something, let me say something further. The prices ultimately weren't changed because every one of these 'subs' submitted a unit price. The only thing that got changed was the aggregate. The amount that they're going to get paid for the unit has not changed, and that's what they're here to say."

City Solicitor: "The -- the number on the form changed --"

Mr. Dashiell: "Yes --"

City Solicitor: "-- clearly."

Mr. Dashiell: "Yes."

City Solicitor: "--and that's clearly contrary to the form and it, and I don't even, I don't know for sure the history, but it's very possible that the, that the specific requirement on the form that any changes must be initialed is a consequence of the case that you argued successfully in the other direction four years ago."

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So, we make the rules based on what happens, you have to follow the rules, as inconvenient and difficult as that may be in situations like this where the rules weren't followed. So, you, you know you may think we're being a slave to the rules. The rule has a purpose which is to avoid creating a situation where the 'prime' can basically jam -- and I know you're saying that's not true here -- can jam numbers down the throats of 'subs' which they really weren't on board with, and we don't know that they were on board because we don't have those changes initialed."

President: "Comptroller?"

City Solicitor: "--I, I say the easy way to do it - so if you've got a situation where there's a last minute change and you've got a bunch MBE and WBE 'subs', you need to have them with you so that when you make the changes, they can initial."

Mr. Dashiell: "That's what I just said. You want them, you want somebody to ride around with them in the back of the pickup or the trunk of the car? Mr. Mr. Nilson--"

City Solicitor: "It, it's a big contract -- there are big contracts --"

Mr. Dashiell: "-- Look, Mr. Nilson--."

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City Solicitor: "-- and you know what the bid dates are, so there are other ways of dealing with this problem."

Mr. Dashiell: "Mr. -- Mr. Nilson, yes there are and frankly I'm working with your office to change that. You, you know what I suggested four years ago that would change it today -- modifying the bidder affidavit to add a clause that simply says that 'I certify under note, under oath, that the minority participation is true and accurate as submitted.' That's all, that's all and stop playing this game about last minute changes; stop forcing a square peg into a round hole because it's not working and it's, it's, it's taking the purpose of the program and it's turning it on its head."

City Solicitor: "We understand that, but you can't change the rules in mid-game, okay? So, we have had conversations internally about changing the line that appears on the Form B's and about addressing the practicalities of the prospect, of the process, we will do that and we will be delighted to have your input on it, but we, but that's the next game. We cannot change the rules now in mid-stream."

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Mr. Dashiell: "Mr. Nilson, you talk about changing rules-- when you bid a public contract, you have an expectation of award if you're the low bidder, not if you're not the low bidder. Anybody who bids higher than R.E. Harrington has no reasonable expectation of being awarded anyway, so you're not changing the rules for anybody. The fundamental rule is low bidder is supposed to win. That is the fundamental rule."

City Solicitor: "Low bidder compliant with the rules - and that's the way the MWBOO program has always been run, and we happen to have a rule that you disagree with, and we're going to take a look at it. But, again it's like you can't play the first half of the game and then changes the rules at half-time because you don't like the way the game's going."

Mr. Dashiell: "Mr. Nilson, you, you, you know we, we could, we could debate this for a long time --"

City Solicitor: "-- We could --"

Mr. Dashiell: "-- about how consistent your position has been; how consistent your advice to the Board on one matter or another. But, the bottom line here is you've got a low bidder, a

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certified minority firm and a cost of a million and a half dollars lower than the next highest bidder, with all the 'subs' saying that they're agreeing with the price on bid day, not afterward, but on bid day, that's what you're saying here today. And instead of trying to find a way, instead of trying to find a way to, to enhance the minority business program by increasing minority participation, instead of trying to find a way to save the City a million and a half dollars, what you're sitting here doing is uttering phrases that says 'we got to be consistent to a rule.'

City Solicitor: "Har -- Harrington submitted a bid, another bid on another contract that's before us today that's clean - 1330 - no violation that we can discern, so it's possible."

President: "Madam Mayor.--Did you have something to say?"

Comptroller: "I, I, I understand what you said, but, the bid that he's complying with has nothing to do with what he's talking about today. And again, you know, Mr. Nilson, you said that if the other parties had knowledge and they concur, that it's okay. That's, that's what's in the Minutes."

City Solicitor: "Respectfully, you're taking the words out of context."

Comptroller: "No, it's in writing."

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City Solicitor: "Like Mr. Dashiell, maybe I misspoke a year and a half ago."

Comptroller: "Okay. It's in writing. That's what you said."

City Solicitor: "He admits to making mistakes, but I don't, I don't think that in context you're accurately using my words--"

Comptroller: "I just read it."

Mayor: "But reading it doesn't mean that it's being read in the right context, and that the challenge I have is the notion that we're not trying to fight for, ah, minority participation. That's why we work with -- unless I'm wrong. My, my team told me that that they tried to work with you on technical, on making sure that there was a technical, making sure that you had adequate uh, technical capacity to get in the bids correctly."

Mr. Harrington: "Good morning, ah -- Good morning. Ah -- Bobby Harrington, President R.E. Harrington Plumbing. Yes, on bid day we did make a few changes but --"

Mayor: "That's not what I asked. My, my understanding, and again, I could be wrong, is that my team worked with you since the last time we had this issue."

Mr. Harrington: "No ma'am."

MINUTES

Mayor: "Nobody worked with you?"

Mr. Harrington: "No ma'am."

Director Public Works: "No, may I?"

Mayor: "Mmhhh."

Director Public Works: "Now remember 1308, well 1307, 1308, 1309, 1310 -- this is the third round of bidding, third round. Now in previous two times, our team and M-W-BOO along with others has sat down."

Mr. Harrington: "Who? Sat down with who? Not me. Who? You sat down --."

Director Public Works: "Somebody from your team."

Mr. Harrington: "No. No sir. No sir."

Director Public Works: "So you're saying that we have never advised you in terms of proper way of filling out the forms, of helping you and guiding you as far as submitting a 'clean bid?'

Mr. Harrington: "No sir. Not from - I don't know who he talked to, he didn't talk to me -- so --"

Mayor: "Mr. Chow, do you know, do you know who from your team sat down --?"

Mr. Harrington: "I'm being honest. If you could give me a name."

Director Public Works: "Tom Corey, the previous MBE Officer he sat down with R.E. Harrington."

MINUTES

Mr. Harrington: "No sir. No sir."

Director Public Works: "Not from R.E. Harrington?"

Mr. Harrington: "No sir, never heard from Mr. Corey. Nobody."

City Solicitor: "Well, well let me just say, and I know this is not totally germane to today, to this moment, but we are about to have a new MWBOO director. He's, I think everybody will be excited um, to meet him, and to see his qualifications, and I can tell you that person's first order of business is going to be to address this situation, to hear from Bob, to hear from you and to work with you so that we don't have these problems recurring again because we see them right now with um, a number, not all of your contracts, because the one today, the other one, 1330 has already been approved on the routine agenda. So, we don't want to have you back here regularly. We don't want this to become a chronic problem, so we will work with you to make sure this doesn't happen again. And to help address the reality that Bob Dashiell has very candidly talked about -- about what happens on bid day -- which is not -- what happens on bid day is not what the requirements, it does not match the requirements that we legitimately impose um, for this program. So we've got to make reality and the requirements match in the future, so we'll work hard to do that."

MINUTES

President: "Any more closing arguments? Identify yourself."

Mr. Jones: "Ah, Pless B. Jones, Sr., President of Maryland Minority Contractors Association here on behalf of Robert Harrington Plumbing. I've listened to everything that was said, and the M-BOO office should be an advocate for MBEs but we have never gotten that. Everybody here, except for Ms. Pratt, was arguing how they should not give the job to Robert. She's the only one who said 'Look, this is the reason why it should be given to him'. We should not have to come here each week; look people get pregnant and make mistakes, okay? Sometimes they get pregnant two or three times, okay? --"

City Solicitor: "Sometimes it's not a mistake."

Mr. Jones: "-- But they don't throw 'em away, okay? He, he is a certified MBE for 25 years. Mr. Young, you talk about you want minorities to get jobs, you talk about you want jobs in the community, that's what he do. He had, what three jobs that you bidded that day? Four jobs he bidded that day, all going in at the same time, all of them going in at the same time. It seems to me that in order to save the City a million and a half

MINUTES

dollars, he is the low bidder - what's the purpose of not giving to him? Only because you don't want him to have them? Okay?"

Mayor: "I think that's a mischaracterization."

Mr. Jones: "Well, just let me speak, just let me have my piece because that's what I see. Now, I'm not going to bite my tongue to nobody, okay? Robert Harrington was down here a year and a half ago when he was low bidder on \$10 million dollars' worth of work, okay? He was MBE short by maybe two percent or three percent, because somebody, he had it going in, somebody told him they were certified, they wasn't, that cut his MBE by two or three percent. The next, second, bidder was short too - by one percent or percent and a half, but they gave it to him."

City Solicitor: "Shouldn't have. Typically if, if there are two bidders, and they're both short because of that kind of problem, they would both be non-compliant."

Mr. Jones: "He wasn't non-compliant. You all didn't make him non-compliant because - you made Robert non-compliant. I'm here to represent the MBE community, and if this is what we're going to get today, then I just don't know what to do - except do like 'Jollie' and take to the streets."

MINUTES

City Solicitor: "I, I would --"

Mr. Jones: "Jollie, Jolivet said, 'Let's go march'. You know--"

City Solicitor: "I would, as I think I said before, I would invite you and Bob and whoever else you want to --"

Mr. Jones: "I'm not talking about tomorrow. I've been told too many things about tomorrow. I'm talking about this bid today."

City Solicitor: "Okay."

Mr. Jones: "-- We have been denied too many times to be denied again today."

Ms. Schevitz: "Can I say something?"

President: "Excuse me, excuse me --"

Ms. Schevitz: "Pam Schevitz."

Mr. Jones: "I had the floor. I had the mic. He reached his hand on the mic."

President: "Alright, finish up, Mr. um, Pless, Jones."

Mr. Jones: "Thank you sir, Mr. President. You know, I think that we need to do something today. This Board needs to show up today, okay? Not tomorrow. Not what we are going to talk about."

MINUTES

We've been to too many outreaches and all this for years. What we get nothing but a few crackers, okay? Today, we have a gentleman here that is low bidder on really four bids. Two that's on the Board right now, and the Board needs to do something about it right now. Thank you."

Ms. Schevitz: "Excuse me, I'm sorry."

Ms. Schevitz: "Pam Schevitz, Minority Business Opportunity Office. I just want to say that we have been very consistent with our rulings in determining non-compliance and compliance, whether the bidder, the prime bidder is an MBE, or a non-MBE, and we apply the same rules across the board when we're dealing with bids. So, to say that we're ruling differently than an MBE when the 'prime' is an MBE or not an MBE, I, I take offense to that."

Mr. Dashiell: "If I may, Mr. President, they have ruled differently on the issue of what a supplier is. Listen, this was a footnote in Mr. Smith's argument. But, I heard somebody say that, that Metra is compliant. Metra isn't compliant. K Adams is a diesel fuel supplier. On everybody's bid, he's listed in that section of the form as a supplier; he's not listed as a sub-contractor."

MINUTES

But, yet we heard last week that we regard that as a service. I mean, that means that everybody who's selling something can, can, can be providing a service. Mr., Mr. Adams is here. He will tell you that he's only submitted a price as a supplier; he will tell you that that's all he does. He doesn't perform any work on the job-site. He doesn't do anything. He brings the oil in and he leaves it wherever they tell him to leave it, whether it's in a storage facility or the back of a truck, wherever they tell him to leave it, that's where he leaves it, and he's always been placed as a supplier, and Metra and everybody else listed him. There's a separate section on the form for suppliers. He's not listed on top where you can claim 100 percent credit; he's listed under the supplier section."

President: "Pam, you have something to say?"

Ms. Schevitz: "As far as the fuel oil, I would like to say also that we have consistently used fuel oil companies as a service company, like a fueling service. In fact Mr. Jones here was awarded a contract as a prime contractor where he used a fuel oil company for seven percent of a 10 percent WBE participation rule, goal, and we considered it as a service. We did not apply the 25 percent supply limit to the contract, just like we did here."

MINUTES

President: "Okay. You have something to say, Miss?"

Ms. Letke: "My name is Kim Letke. I'm the WBE listed on the contract. I think the facts show that the MBEs all agreed that the numbers have not changed, and that there might have been some Wite-Out done. The Board has consistently made an opinion on different contracts, on the face of the contracts, whether or not they were within a certain limit of service vs. not service. Uh -- and if there's two problems with the first low bidder and the second low bidder, then you should either throw the whole thing out and re-bid it or you should give it to Mr. Harrington because the second bidder is going to have the same problem with a challenge from Mr. Harrington because he's going to challenge K&K Adams Fuel. But face the facts that they simply clearly, all the sub-contractors agree with the dollar value; the percentage is correct; nobody initialed the Wite-Out, which is a minor error, and this Board has consistently, um, worked with those contractors - the same with Welsh Construction on their contract - and other contracts.

MINUTES

They've worked with them, you can work with Mr. Harrington, and if you can't see the first one, then the second one has a second problem."

President: "Madam Mayor."

Mayor: "Thank you. Um -- I want to reiterate the fact that number one, I fight every day to save-- to be effective and efficient and to use the taxpayers' money in the most effective and efficient way. So, the fact that uh -- that it was done incorrectly, and uh -- stands to cost us a million and a half dollars more, it pains me. Because I know that we work very hard to, as I said, be effective and efficient with taxpayer money. Additionally, we work very hard to make sure that we provide, that we make a way to provide opportunity for local business, for women-owned business and for minority-owned business. The challenge is that if the -- if Metra had come here and submitted the same form, Mr. Dashiell, you and your team would tell us that we need to reject it for the same reason, for the exact same reason that you've said consistently, because the form wasn't right."

MINUTES

But, because your client did it, now it's our problem and we don't care about minority businesses and it's just not true. It's a rule that we have used but we can differ on whether it's consistent or not, but you know you've said it, they've said it, they submitted something that was wrong - that was, that was, changed. I would like for, I would have liked for nothing more than for that change to have been uh, documented correctly so we wouldn't be in this position. And the last time something like this happened I said the same thing. But it pains me because I know that this represents local jobs, but the answer isn't to ignore it and to pretend like it didn't happen, or to pretend like, pretend like if the situation were reversed, that you wouldn't be saying the same thing. We have, there has to be some consistency. You know if Metra came and submitted that you would be telling us that we can't accept it."

President: "This is going to be the last um, argument, so who's going to make it? No, I'm saying, is there any more closing arguments as relates to both of these issues before the Board?"

Mr. Dashiell: "Let, let me say one thing in response to what Madam Mayor just, just said. This is not an issue of integrity on the part of you or the City."

MINUTES

I, I recognize that there is a rule, but I also recognize that, 'consistency is the hobgoblin of little minds.' The fact of, the fact of the matter is we have to keep in mind the ultimate objective here and who is harmed. Metra isn't harmed by an award to somebody who bid a half million dollars lower than them. They didn't, they didn't submit a bid expecting to win if they were half a million dollars higher than the low bidder. We, the purpose here, the purpose of the program is minority participation. That's the purpose of the program, and that's what we're losing - we're not only losing the sub-contractor participation, but we're losing the valuable work that Harrington would perform with his own forces, and I differ with Ms. Pam --, Ms. Schevitz and the whole program that 'says minority prime contractors are the same as non-minority prime contractors.' That's simply not true. It's never been established that way in the law, and it's not true as a matter of practice, because every other 'sub' that Harrington uses is also going to be minority well above the 10 percent or 15 percent, and, and I defy you ever to have a non-minority prime contractor who ever gives you more than the minimum required.

MINUTES

So, there is a difference, there is a difference to the overall achievement of minority program, there is a difference of minority participation. It's not a matter of integrity, Madam Mayor, it's a matter of simply doing what is right. If it's right today, do it today. If we didn't do it right tomorrow, we can't fix tomor -- we can't fix yesterday and tomorrow is not here yet. Today really is the only day we have - do what's right today. Let's not be bound by what Dashiell says or anybody - you know what's right. Okay, so I was wrong -- brand me, tar and feather me, do whatever you want, but don't throw away the minority program simply because somebody who didn't have a right to the contract bid and said they're in compliance, and that's just wrong, that's just wrong. I, I, I'm sorry I'm emotional, but it's just so wrong."

President: "Mr. Jones."

Mr. Jones: "Pless Jones, Maryland Minority Contractors Association. I, I submit to uh, Madam Mayor, President of the City Council, and Comptroller, Ms. Pratt, is that this Board has the right to reject bids or the right to award bids, whichever is in the best interest of the City. In this case, the best interest of the City and the best interest of the minority community."

MINUTES

So you all have that right to do what you want to do that's in the best interest of the City. Robert made a mistake before, yes he did. Whatever Bob Dashiells said happen before, yes it did. Whatever happened on 877, yes that happened. But, you all have the right, and the law is on your side, to do the best thing for the City, this case saving the City a million and a half, you all can do this today, and also helping the minority community. Thank you."

President: "Thank you. Anyone else? I entertain a Motion."

City Solicitor: "Um -- I'm going to MOVE that we reject both bid protests um -- without going into all the reasons other than to say that we have rules that are governing now and it's important that we follow them. It's also important that we re-visit those rules and, if you want to make as a condition of the Motion, that the MWBOO office and the Law Department and others come together with recommendations around the subject within 30 days, I think that would be appropriate."

Director Public Works: "Second."

President: "All those in favor, say AYE."

President: "All opposed, nay."

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Comptroller: "Nay. I vote **NO** because by Mr. Nilson's testimony, I don't see the difference between an erasure and a white-out and by your testimony you said that there was an erasure and it was corrected and a different number was put in and the document with the signatures at the bottom, that you would not view that as a change, and if the 'subs' concur, it would be okay, so I vote **No.**"

President: "The Motion carries."

* * * * *

Edward Smith, Jr.

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March 23, 2015

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VIA HAND DELIVERY

Ms. Harriet Taylor, Deputy Comptroller
Secretary
Baltimore City Board of Estimates
City Hall
100 N. Holliday Street, Suite 204
Baltimore, Maryland 21202

RE: R.E. Harrington Plumbing and Heating Co., Inc. /WC #1308R

Dear Honorable Board Members:

The lowest bid for the above referenced contract (the "Contract") was submitted by my client, R.E. Harrington Plumbing and Heating Co., Inc. ("Harrington"). The Department of Public Works ("DPW") with, I believe, advice and consent of the Minority and Women's Business Opportunity Office ("MWBOO") found that my client's bid was non-compliant because of supposed unconfirmed changes to the subcontract amounts stated on the minority business participations forms evidenced by "white outs" of the numbers. MWBOO further found that the bid submitted by the second low bidder, Metra Industries ("Metra"), was complaint notwithstanding the fact that Metra allocated more than 25% of the applicable MBE participation goal to the purchase of diesel fuel from a non-manufacturing MBE supplier.¹

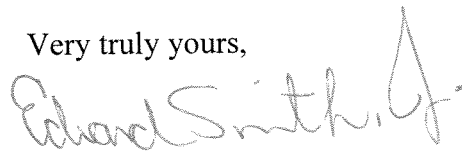
¹ At the hearing on March 18, 2015, MWBOO maintained that Metra's transaction with Adams fuel was not subject to the limitation on credit for dealings with non-manufacturing suppliers because Adams was performing a service. Both Metra and Harrington listed Adams as a supplier and there is nothing in Metra's bid that indicates that it intended to use Adams in any other capacity. MWBOO's assertion otherwise is completely unsupported by the contents of Metra's bid. We respectfully urge the Board to reverse its acceptance of the explanation given by MWBOO as it improperly relies upon or assumes matters outside of the four corners of Metra's bid and, thereby, creates an manifestly uneven playing field. This Board has consistently held that where both of two or more eligible bidders have failed to demonstrate MBE compliance award is made to the low bidder on the condition that the deficiency be corrected prior to issuance of the notice to proceed.

The precise issue of “white outs” on MBE participation forms was before the Board in the matter of SC 877. The second low bidder on that contract, a joint venture of American Infrastructure and PC Construction, protested the recommendation for award to Archer Western, the low bidder, on the grounds that the “white outs” represented changes to the dollar amounts to be paid to the MBE’s and, therefore, confirmation that the MBE’s had agreed to the changes was required. In response Thomas Corey, then MWBOO chief, advised the Board that his office had no way of telling whether any changes had been made or when and that, therefore, he found Archer Western’s bid to be compliant. Based upon that finding the Board rejected the second low bidder’s protest and awarded the contract to Archer Western. A copy of the Board minutes is attached as Exhibit 2.

Even more, it is a common and well known practice for prime contractors, including Metra, to have prospective MBE subcontractors sign and date participation forms in blank before bid day so that they can be filled in just prior to bid time with correct percentages. That is precisely how Adams signed it participation forms for both Metra and Harrington. The disqualification of a bidder because of perceived unacknowledged “alterations” is akin to the disingenuous, former “don’t ask and don’t tell” policy relating to gays in the military. The presumption that MBE’s sign “completed” participation forms is, in most instances, simply untrue.

For the foregoing reasons we urge the Board to do here as it did on SC 877, award the contract to the low bidder!

Very truly yours,

A handwritten signature in dark ink, appearing to read "Edward Smith, Jr.", with a stylized flourish at the end.

Edward Smith, Jr., Esquire

ESJ/ktt

ALEXANDER & CLEAVER

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MURRAY D. LEVY

August 12, 2013

Board of Estimates
c/o Clerk to the Board of Estimates
Room 204, City Hall
100 N Holiday Street
Baltimore, MD 21202Re: **PROTEST**

Sanitary Contract No. 877

Enhanced Nutrient Removal Process at the Back River Waste Water
Treatment Plant2013 AUG 12 PM 4:27
RECEIVED
C.B.I.

Dear Honorable President and Members of the Board of Estimates:

The undersigned represents the interests of the American Infrastructure/PC Construction Joint Venture (AI/PC). We respectfully submit the following protest concerning Sanitary Contract No. 877 (Contract) and the Board of Estimates' (Board) proposed action to award the Contract to Archer Western Contractors, LLC (Archer Western). If the Board takes its proposed action and awards the Contract to Archer Western, AI/PC will be harmed because it will not be awarded the Contract despite being the lowest responsive and responsible bidder. For the reasons stated below, award of a contract to any party other than AI/PC would be contrary to the terms of the IFB and in violation of the laws of Baltimore City.

Archer Western's bid plainly fails to comply with the MBE/WBE participation requirements set forth in the Baltimore City Code and the Invitation for Bids (IFB) documents governing the Contract. This failure is material, and, as such, renders Archer Western's bid non-responsive. The Board must therefore reject Archer Western's bid and award the Contract to AI/PC as it is the lowest, responsive and responsible bidder. Any other decision would undermine the competitive process and the goals of the MBE/WBE Program.

I. Archer Western's Bid is Fatally Defective and Therefore Must be Rejected.

Archer Western's bid fails to satisfy the MBE/WBE Participation Requirements set forth in the Baltimore City Code and the Request for Proposal documents governing the Contract. Archer Western's bid is therefore non-responsive and, pursuant to the very instructions governing the IFB, must be rejected.

The MBE/WBE Participation Requirements are clear. Each bidder is required to include in its bid a certified MBE/WBE Participation Affidavit in which the bidder commits to utilize certified business enterprises in a percentage that equals or exceeds the applicable contract goals. *See* Baltimore City Code §28-48(b)(1); Bid Instructions, Part A at para. 1 (Bid Requirements). Critical to the MBE/WBE Participation Affidavit is the Statement of Intent Forms, which must be signed by the bidder and each MBE or WBE that the bidder proposes to use. *See* Baltimore City Code §28-48(c)(1); Bid Instructions, Part A at para. 1 (Bid Requirements). The Statement of Intent Forms must include, among other things, the dollar value of each subcontract that the bidder intends to award to the MBE or WBE. *See* Baltimore City Code §28-48(c)(1)(iii). This requirement of including the subcontract price is fundamental to the MBE/WBE Program. Indeed, by signing the form, the bidder and the MBE/WBE expressly represent that they agree to enter into a contract for the noted work/service for the dollar amount or percentage indicated on the form. This form acts as a guarantee that the bidder will meet the MBE/WBE participation goals. *See* Part B: MBE/WBE and Prime Contractor's Statement of Intent Form; Part C: MBE/WBE Participation Affidavit. If the bidder and MBE/WBE are in need of making any changes to the information on the form once it is written on the form, there are explicit instructions as to how to evidence any changes. The form, in bolded, highlighted, and italicized font states that "**ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.**" *See* Part B: MBE/WBE and Prime Contractor's Statement of Intent (emphasis in original). Further, "[a]ny bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is nonresponsive and will be rejected." *See* Bid Instructions, Part A at para. 1; *see also* Baltimore City Code §§ 28-48(b) and (c).

Archer Western has failed to satisfy these MBE/WBE Requirements. Archer Western purported to submit a Statement of Intent Form governing the services to be provided by Manuel Lewis Construction Co., Inc. (Manuel Lewis Construction), *see Exhibit 1*, and a Statement of Intent Form governing services to be provided by Apex Petroleum Corporation (Apex), *see Exhibit 2*, and a corresponding subcontract value for each. However, neither of these forms meets the fundamental requirement of demonstrating an agreement on a subcontract price. It is readily apparent from the original submitted forms that the prices ultimately reflected on the forms were inserted after Manuel Lewis Construction and Apex signed the respective forms. The original number on the respective forms was covered over, and a new price inserted, presumably

by Archer Western. This can only be viewed as an impermissible, unilateral change by Archer Western, as neither Archer Western nor the MBE/WBE at issue initialed the change, as explicitly required by the Statement of Intent. This failure to initial is in direct contradiction to the prominent instructions on the form and is a material breach and violation.

Without evidence of agreement to the change *reflected on the form*, there is no evidence of agreement on price between Archer Western and the MBE and WBE subcontractors. And, without such agreement on price, the noted Statement of Intent Forms are invalid and must be rejected. Once these forms are rejected, you similarly must reject the MBE/WBE Participation Affidavit, as its representations regarding subcontract amounts are dependant upon the validity all of the Statement of Intent Forms submitted by Archer Western. Once either of these forms are rejected, the City's own instructions dictate that Archer Western's bid must be rejected in its entirety. *See Bid Instructions, Part A at para. 1 (requiring that "[a]ny bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is nonresponsive and will be rejected."*) (emphasis added); *see also* Baltimore City Code §§ 28-48(b) and (c). In addition, when the two forms in question are rejected for being materially deficient, Archer Western's bid fails to satisfy the MBE and WBE participation goals.

This is not the first time that the Board has been confronted with this issue. In 2009, the Board rejected PC Construction's bid in connection with the Montebello procurement (2009, WC 1160) due to its opinion that PC Construction made unilateral changes to a Statement of Intent Form. Then again in 2011, the Board rejected FruCon's bid in connection with the Potapsco procurement (2011, WC 845) for the same reason. **Importantly, the Board determined the issue material and therefore afforded no opportunity to cure in either case.** It is our understanding that this position has been deemed to be integral to maintaining the integrity and success of the City's MBE/WBE process, and so it has been the practice of the Board. It is clear that the practice and precedence set by this Board by these two decisions dictate that Archer Western's bid must be rejected as non-responsive.

The Board must follow the preccdent it has set and reject Archer Western's bid in this instance. Any other decision would undercut the competitive process, as it would afford Archer Western the benefit of a different standard at the expense of American Infrastructure/PC Construction and the other bidders. More importantly, a failure to reject the bid would undercut the fundamental principles of the MBE/WBE participation goals governing public works.

II. The Board of Estimates Must Accept American Infrastructure/PC Construction Joint Venture's Bid, as it is the Lowest, Responsive and Responsible Bid.

The rejection of Archer Western's bid does not necessitate a rebid. AI/PC submitted a bid for the award of the Contract. An investigation of its submission readily demonstrates that the AI/PC is both responsive and responsible. It is also the lowest bid, given the material defects with the bid of Archer Western. An award of the Contract to AI/PC is therefore consistent with the principles of the City of Baltimore's procurement process and will maintain the public's confidence in this process.

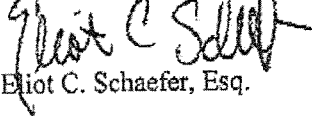
III. Conclusion

The undersigned respectfully requests that this protest be heard at the Board's meeting on August 14, 2013.

AI/PC thanks the Board for its consideration of this letter and looks forward to an award of the Contract to it. As detailed above, such a decision upholds the fundamental principles of the City of Baltimore's MBE/WBE Participation Program and maintains the public's confidence in a procurement process which benefits the City by awarding to the lowest, responsive and responsible bidder for public works.

Respectfully submitted,

ALEXANDER & CLEAVER, P.A.



Eliot C. Schaefer, Esq.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Water & Wastewater - cont'd

This transfer of funds is needed for the award of SC 877, Enhanced Nutrient Removal Process at the Back River Wastewater Treatment Plant.

President: The second item on the non-routine agenda can be found on Pages 40 and 41, Recommendation for Contract Awards and Rejections, Items 11 and 12. Will the parties please come forward?"

Mr. Thomas Corey: "Good morning, Mr. President, Members of the Board, I'm Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. Uh -- I'm here to uh -- present the findings of uh -- that we made on, SC, uh -- contract SC 877. We found, uh -- in favor, of uh -- of, uh -- I think um it's Archer Western on this item. The argument by American Infrastructure is that there is a change in the contract amount on two Statement of Intent forms. Uh -- we were not able to determine if there was an actual change or a strikeout that would require two initials of that particular dollar amount. We typically would look at the dollar amount on the Statement of Intent form and if someone has uh -- struck through, put a line through one amount and written another, we would require that there be initials by both parties. In this instance, the allegation is that there was Wite-Out used, or some other technique used to put over a previous number. We can't make the

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determination from the documents when we read. That would be something that we would, that we would hesitate to say that the company has done this. We have no way to know if it did happen, why did it happen, did it happen while they were signing the documents, or after the documents, that's just a determination we're not in a position to make, so, uh -- we reject the recommendation American Infrastructure is making."

President: "Okay."

Eliot C. Schaefer, Esq., Alexander & Cleaver: "Mr. President, Members of the Board, my name is Eliot Schaefer with Alexander & Cleaver, representing the American Infrastructure PC Construction Joint Venture. I have members of the joint venture here with me, as well today. Um, we are requesting today that the Board reject the Procurement Officer's recommendation that the Sanitary Contract 877, be rejected, or be awarded to Archer Western. The recommendation is arbitrary, capricious and violates the law because Archer Western submitted two defective, non-responsive Statements of Intent and a defective non-responsive participation affidavit. Archer Western's bid was materially deficient on its face and cannot be corrected, and therefore it must be thrown out. The Baltimore City Code and the explicit instructions on the solicitation are clear and require that all bids include an executed Statement of Intent

BOARD OF ESTIMATES

MINUTES

form. In capitalized, bolded and italicized letters at the bottom of the form, the instructions explicitly state that any changes to the information on this form must be initialed by both parties. It's readily apparent from the original Statement of Intent that was submitted by Archer Western for Apex Petroleum Corporation and Manuel Luis that the prices reflected on the forms were inserted and changed after the subs executed the contract. You can see on the Apex Petroleum form that there is clearly a white out or a mark underneath the line, which indicates the, the price was changed."

City Solicitor: "And I'm sorry, how is it that you were able to tell that that change occurred after the form was signed?"

Mr. Schaefer: "On the original document, you can tell that there was a Wite-Out the line where the, the, the sub-contract amount is entered. It was whited out or it wasn't -- wasn't clear; it wasn't on the original, on the original form. So it shows that it was covered up, whited out, done something that."

City Solicitor: "Are you able to tell whether that whiting out and that correction, if you will, was done before or after the form was signed by the general and the sub-contractor?"

Mr. Schaefer: "We do, based on the face of the form, we cannot tell that though."

City Solicitor: "Do you have any other independent information

BOARD OF ESTIMATES

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from the sub-contractor or scientific analysis or technical analysis that would answer that question?"

Mr. Schaefer: "We do not have that."

Mr. David Worzikowski: "My name is David Worzikowski. I'm here for PC Construction Company. I just would point out that, um, I'm not sure if I understand the um, the relevance of when, obviously the intent of the rule and the statement on the form means that there be no change. The fact that we don't know when the change was made, it is clear that there was a change and it was not initialed."

City Solicitor: "If, if we don't know when the, the amount that ultimately appeared on top of a white-out, I'm assuming for the moment, not having seen the document, if we don't know when that amount appeared, whether it appeared before or after the signatures, we don't know whether there was a change. A change clearly means a change after the document has been signed by the general and the sub. I, I assume, I take it, this document was signed by the general and the sub. It was only changed if the amount was altered after those signatures were placed there and I gather that you all don't know whether that occurred after or before the signatures were placed there."

Mr. Corey: "I might add, we're not clear that there's a change."

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Department of Public Works/Office of Eng. and Construc.

5. WC 1330, Water R.E. Harrington \$3,736,175.00
 Appurtenances Plumbing & Heating,
 Installations & Inc.
 Small Main Re-
 pairs at Various
 Locations

| | | | |
|-------------|--------------------------------------------|---------------------|-------------|
| MBE: | R.E. Harrington Heating and Plumbing, Inc. | \$168,127.88 | 4.5% |
| | P & J Contracting Co., Inc. | 37,361.75 | 1% |
| | Reviera Enterprises, Inc. | 37,361.75 | 1% |
| | Kim Engineering, Inc. | 37,361.75 | 1% |
| | JJ Adams Fuel Oil Co., LLC | 37,361.75 | 1% |
| | Economic International Construction Co. | 18,680.88 | .5% |
| | | \$336,255.76 | 9.0% |

| | | | |
|-------------|---------------------------------|---------------------|-----------|
| WBE: | R&R Contracting Utilities, Inc. | \$ 37,361.75 | 1% |
| | Charles Tillman Paving, Inc. | 37,361.75 | 1% |
| | | \$ 74,723.50 | 2% |

MWBOO FOUND VENDOR IN COMPLIANCE.**6. TRANSFER OF FUNDS**

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|-----------------------|------------------------------|----------------------------|
| \$4,768,016.87 | 9960-906133-9558 | |
| Water Utility | Constr. Reserve | |
| Funds | Meter Replacement | |
| 163,734.13 | " " | |
| Counties | | |
| \$4,931,751.00 | | |

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Department of Public Works/Office of Eng. and Construc. - cont'd

| | | |
|-----------------------|-------|--------------------------------------|
| \$ 373,617.50 | ----- | 9960-905748-9557-2 Extra Work |
| 373,617.50 | ----- | 9960-905748-9557-3 Engineering |
| 224,170.50 | ----- | 9960-905748-9557-5 Inspection |
| 3,736,175.00 | ----- | 9960-905748-9557-6 Construction |
| 224,170.50 | ----- | 9960-905748-9557-9 Administration |
| \$4,931,751.00 | | |

The funds are required to cover the cost associated with the award of WC 1330, Water Appurtenances Installations and Small Main Repairs and Installations at Various Locations.

Department of Transportation

| | | |
|----------------------------------------------------------------------------|-----------------------------|---------------|
| 7. TR 15005, Struc- tural Repairs on City Bridges Citywide, JOC I | Allied Contractors, Inc. | \$897,600.00 |
| MBE: J.M. Murphy Enterprises, Inc. | \$162,500.00 | 18.10% |
| Priority Construction Corporation | 80,000.00 | 8.90% |
| | \$242,500.00 | 27.00% |
| WBE: Sunrise Safety Services, Inc. | \$ 50,400.00 | 5.60% |
| S&L Trucking, LLC | 21,760.00 | 2.42% |
| | \$ 72,160.00 | 8.03% |

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDept. of Transportation - cont'd

MWBOO FOUND VENDOR IN COMPLIANCE.

8. TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|-----------------------|-----------------------|----------------------|
| \$1,000,000.00 | 9950-905754-9507 | |
| State Constr. | Constr. Reserve - | |
| | Annual Urgent Needs | |
| | Bridge Rep. | |
| 7,047.61 | " " | |
| GF (HUR) | | |
| \$1,007,047.61 | | |
| \$ 897,600.00 | ----- | 9950-908227-9514-6 |
| | | Struc. & Improvement |
| 89,760.00 | ----- | 9950-908227-9514-5 |
| | | Inspection |
| 19,687.61 | | 9950-908227-9514-2 |
| \$1,007,047.61 | | Contingencies - |
| | | Structural Repairs |
| | | on Bridges - JOC I |

This transfer will fund costs associated with award of Project TR 15005, Structural Repairs on Bridges Citywide JOC I with Allied Contractors, Inc.

9. TR 15015, Brine Facility and Bldg. Improvements Spears Mechanical Contractors, Inc. \$654,000.08

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation - cont'd**MWBOO SET GOALS OF 26% MBE AND 4% WBE.**

MBE: Affordable Plumbing, LLC \$143,880.00 22%

WBE: Acorn Supply & Distributing, \$ 6,540.00 1%
Inc.

MWOO FOUND VENDOR IN NON-COMPLIANCE.

Bidder did not achieve MBE and WBE goals. Bidder listed Acorn Supply & Distributing, Inc. for \$26,120.00. However, not more than 25% of each MBE/WBE goal may be attained by expenditures to MBE/WBE suppliers who are not manufacturers. Therefore, the maximum value allowed has been applied.

MWBOO recommends award subject to vendor coming into compliance within 10 days of the award.

10. TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|---------------------|-----------------------|----------------------------------------------------------------|
| \$748,856.99 | 9950-902874-9508 | |
| GF (HUR) | DOT Facilities | |
| \$654,000.08 | ----- | 9950-905876-9508-6 Struc. & Improvements |
| 65,400.01 | ----- | 9950-905876-9508-5 Inspection |
| 29,456.90 | ----- | 9950-905876-9508-2 |
| \$748,856.99 | | Contingencies - Brine Facility and Building Improvements |

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation - cont'd

This transfer will move the funds to the newly setup account and fund the costs associated with award of Contract TR 15015, Brine Facility and Building Improvement to Spears Mechanical Contractors, Inc.

Bureau of Purchases

| | | |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------|
| 11. B50003927, Maintenance, Repair & Installation Services for Electronic Security Systems | Alarm Security Group, LLC d/b/a ASG Security Stanley Security Solutions, Inc. | \$1,000,000.00 |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------|

(Dept. of General Services,
Dept. of Public Works, Balto.
City Police Dept., and others)

MWBOO SET GOALS OF 13% MBE AND 3% WBE.ASG Security:

| | |
|----------------------------------------|------------|
| MBE: Plexus Installations, Inc. | 11% |
| Entry Control Systems, Inc. | 2% |
| | 13% |

| | |
|----------------------------------------|----|
| WBE: SCD Information Technology | 3% |
|----------------------------------------|----|

MWBOO FOUND VENDOR IN COMPLIANCE.Stanley Security Solutions, Inc.:

| | |
|----------------------------------------|-----|
| MBE: Plexus Installations, Inc. | 16% |
|----------------------------------------|-----|

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS****Bureau of Purchases** - cont'd

WBE: Plexus Installations, Inc. 0%

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

Bidder did not achieve the WBE goal. Bidder named Plexus Installations, Inc. to achieve both the MBE and WBE goals. Article 5, Subtitle 28 of the Baltimore City Code states: "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."

MWBOO recommends Stanley Security Solutions come into compliance within 10 days of the award.

MINUTESDepartment of Communication Services- Consultant Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Consultant Agreement with The Battles Group, L.L.C., Consultant. The Board is also requested to approve and authorize payment by Expenditure Authorization. The period of the agreement is for 2 years upon Board approval or until completion of the project phases, whichever comes latest, but no longer than 3 years.

AMOUNT OF MONEY AND SOURCE:

\$204,750.00 - 2039-000000-1330-158400-603018

BACKGROUND/EXPLANATION:

The Consultant will assist the Department of Communication Services, Municipal Telephone Exchange (MTE), the Mayor's Office of Information Technology, and the City by providing telecommunication consulting services for upgrading the City-wide legacy telephone system to VoIP. The Consultant will prepare and distribute a detailed request for proposals that is modified from the prior request for proposals. The Consultant will provide guidance in conducting a rigorous and objective evaluation of the bidders' proposals, support the City's contract negotiation activities with the selected vendors, and support implementation activities.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Consultant Agreement with The Battles Group, L.L.C., Consultant. The Board also approved and authorized payment by Expenditure Authorization. The Comptroller **ABSTAINED.**

MINUTES**PROPOSALS AND SPECIFICATIONS**

1. Department of Transportation - TR 15008R, Urgent Need
Contract Citywide
BIDS TO BE RECV'D: 04/22/2015
BIDS TO BE OPENED: 04/22/2015

2. Department of Transportation - TR 15014, Resurfacing
Highways at Various
Locations, Southeast, -
Sector IV
BIDS TO BE RECV'D: 04/22/2015
BIDS TO BE OPENED: 04/22/2015

3. Department of General
Services - GS 13812 Appellate Judges'
Chambers at Courthouse East
BIDS TO BE RECV'D: 04/29/2015
BIDS TO BE OPENED: 04/29/2015

4. Department of Public Works/
Office of Engineering &
Construction - SC 939, Maiden's Choice Pres-
sure Sewer Condition Assess-
ment and Uplands Sewer
Replacement
BIDS TO BE RECV'D: 04/22/2015
BIDS TO BE OPENED: 04/22/2015

5. Department of Public Works/
Office of Engineering &
Construction - SC 918, Improvements to the
Headworks and Wet Weather
Flow Equalization at the Back
River Wastewater Treatment
Plant
BIDS TO BE RECV'D: 05/27/2015
BIDS TO BE OPENED: 05/27/2015

MINUTES

There being no objections, the Board, UPON MOTION duly made and seconded, approved the above-listed Proposals and Specifications to be advertised for receipt and opening of bids on the date indicated.

MINUTES

Mayor's Office - Governmental/Charitable
Solicitation Application

ACTION REQUESTED OF B/E:

The Board is requested to endorse a Governmental/Charitable Solicitation Application to be submitted to the Board of Ethics of Baltimore City on behalf of the Baltimore-Xiamen Sister City Committee for various business, educational, cultural, and community-oriented activities. The period of the solicitation efforts will be March 31, 2015 through December 31, 2015.

AMOUNT OF MONEY AND SOURCE:

No General Funds are involved in this transaction.

BACKGROUND/EXPLANATION:

The Baltimore-Xiamen Sister City Committee is one of the volunteer committees formed or to be formed under the auspices of the Office of the Mayor of Baltimore City and Sister Cities International for the purpose of strengthening partnerships between Baltimore City and international communities. The committees strive to build global cooperation at the municipal level, promote cultural understanding, and stimulate economic development. Through volunteers, the committees motivate and empower private citizens, municipal officials, and business leaders to conduct long-term Sister City programs.

The Baltimore-Xiamen Sister City Committee strives to maintain various cultural activities through the support of corporate and academic institutional donations. In past years, funding for the Baltimore-Xiamen Sister City Committee was used for student exchanges between Carver Vocational-Technical High School and Xiamen, Chinese cultural activities during the Chinese New Year Program at Port Discovery, and hosting various business delegations.

MINUTESMayor's Office - cont'd

After endorsement by the Board and approval by the Board of Ethics, the Sister City Committee will distribute solicitation letters to prospective corporate donors. As the interest is to keep a strong Baltimore-based Sister City Committee, many prospective corporations and academic institutions are based in Baltimore City or Maryland.

Baltimore City Code Article 8, Section 6-26, prohibits solicitation or facilitating the solicitation of a gift. An exception was enacted in 2005 to permit certain solicitations that are for the benefit of an official governmental program or activity, or a City-endorsed charitable function or activity. Ethics Regulation 96.26B sets out the standards for approval, which includes the requirement that the program, function, or activity to be benefited and the proposed solicitation campaign must be endorsed by the Board of Estimates or its designee.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board endorsed a Governmental/Charitable Solicitation Application to be submitted to the Board of Ethics of Baltimore City on behalf of the Baltimore-Xiamen Sister City Committee for various business, educational, cultural, and community-oriented activities.

MINUTES

Department of Public Works/Office - Amendment No. 1 to Agreement of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 1 to Agreement for Project 1124U, Wastewater Engineering Services for the improvements of the Herring Run Sewershed Collection System with URS Corporation. The Amendment No. 1 to Agreement extends the period of the agreement through January 25, 2018.

AMOUNT OF MONEY AND SOURCE:

\$240,000.00 - Stormwater Utility Fund
259,984.38 - 26th Rec. & Parks Bonds
\$499,984.38 - 9958-905709-9525-900020-703032

BACKGROUND/EXPLANATION:

On January 11, 2011, the Board approved the original agreement in the amount of \$1,497,040.39 with an expiration date of January 25, 2016. Amendment No. 1 extends the term of the agreement through January 25, 2018 and will increase the upset limit by \$499,984.38, making the agreement total \$1,997,024.77.

This project will provide engineering services for the Herring Run Sewershed Collection System to comply with Paragraph 9 of the Consent Decree.

The time extension and upset limit increase will allow for the design of the Chinquapin Run Stream Restoration and Stabilization in the Herring Run Sewershed. This Stream Restoration will be performed in tandem with improvements to the Chinquapin Run Interceptor located in the Herring Run Sewershed. This will allow for seamless design approach and increased efficiency. The City will create less disturbance/interruption in the community and will save money due to the combined project construction.

MINUTES

Department of Public Works/Office - cont'd
of Engineering and Construction

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with all terms and conditions of the MBE/WBE program in accordance with Baltimore City Code, Article 5, Subtitle 28.

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|-------------------------|-----------------------|---------------------|
| \$310,000.00 | 9958-906405-9526 | |
| GO Bonds | Constr. Reserve | |
| 26 th Rec. & | Citywide Stream | |
| Parks | Restoration | |
| 240,000.00 | 9958-928989-9526 | |
| SW Utility | Constr. Reserve | |
| <u>Funds</u> | Chinquapin Run | |
| | Stream Restoration | |
| \$550,000.00 | ----- | 9958-905709-9525-6 |
| | | Construction |

The transfer will cover costs for Project 1124U, (ER 4021) Chinquapin Run Stream Assessment & Design.

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 1 to Agreement for Project 1124U, Wastewater Engineering Services for the improvements of the Herring Run Sewershed Collection System with URS Corporation.

MINUTES

Department of Public Works/Office - cont'd
of Engineering and Construction

The Transfer of Funds was approved SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTES

Department of Public Works/Office - Task Assignment
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 006 to Johnson, Mirmiran & Thompson, Inc. under Project No. 1401, WC 1246 On-Call Project and Construction Management Assistance Services. The duration of this Task Assignment is approximately 22 months.

AMOUNT OF MONEY AND SOURCE:

\$482,171.14 - 9960-905136-9557-900020-706063

BACKGROUND/EXPLANATION:

The Consultant will provide on-site inspection services on W.C. 1246, Repair and Replacement of Small Diameter Water Mains at Various Locations and Sizes for the Bureau of Water and Wastewater, Department of Public Works.

THIS REQUEST WAS APPROVED BY MWBOO.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 006 to Johnson, Mirmiran & Thompson, Inc. under Project No. 1401, WC 1246 On-Call Project and Construction Management Assistance Services.

MINUTES

Department of Public Works/Office - Task Assignment
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 007 to Johnson, Mirmiran & Thompson, Inc. under Project No. 1401, SDC 7789, On-Call Project and Construction Management Assistance Services. The duration of this Task Assignment is approximately 15 months.

AMOUNT OF MONEY AND SOURCE:

\$151,093.20 - 9958-907102-9520-900020-706063

BACKGROUND/EXPLANATION:

The Consultant will provide on-site inspection services on SDC 7789, Small Storm Drain and Inlet Repairs at Various Locations for the Bureau of Water and Wastewater, Department of Public Works.

THIS REQUEST WAS APPROVED BY MWBOO.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

The Board approved the assignment of Task No. 007 to Johnson, Mirmiran & Thompson, Inc. under Project No. 1401, SDC 7789, On-Call Project and Construction Management Assistance Services.

MINUTES

Department of Public Works/Office - Task Assignment
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 007 to Hazen & Sawyer PC under Project No. 1406, WC 1254R, On-Call Project and Construction Management Assistance Services Inspection Services. The duration of this Task Assignment is approximately 15 months.

AMOUNT OF MONEY AND SOURCE:

\$403,328.00 - 9960-912133-9557-900020-705032

BACKGROUND/EXPLANATION:

The Consultant will provide on-site inspection services on WC 1254R, Water Infrastructure Rehabilitation, Various Locations for the Bureau of Water and Wastewater, Department of Public Works.

THIS REQUEST WAS APPROVED BY MWBOO.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 007 to Hazen & Sawyer PC under Project No. 1406, WC 1254R, On-Call Project and Construction Management Assistance Services Inspection Services.

MINUTES

Department of Public Works/Office - Agreement
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with EMA, Inc. for Post Award Services, WC 1248, Water Billing Customer Information System Selection and Implementation. The period of the Agreement is effective upon Board approval for three & half years or until the upset limit is reached.

AMOUNT OF MONEY AND SOURCE:

\$4,978,175.00 - 9960-904640-9557-900020-703032

BACKGROUND/EXPLANATION:

Baltimore City is replacing its legacy mainframe utility billing system with a proven state-of-the-art Customer Information System. This is a complex, risky, and mission critical project that requires significant oversight.

EMA, Inc. will assist the City in the oversight of the following tasks to ensure a successful project: Project Management, Project Administration, Change Management, Communications Planning, Implementation Support, Quality Assurance, On-Boarding New Staff, On-Site Vendor Activities, Fit Analysis (Discovery) and Configuration. Tasks will also include, Data Clean-Up and Conversion, Interfaces, Vendor Deliverables, Reports/Metrics, Testing, SOP's and New Business Process Design, Training, Mock Go-Lives, Go-Live, Cut-Over, Punch List And System Acceptance, County Cut-Over, Sustainability, Organization, Analysis/Support, Continuous Improvement Roadmap, Transitioning Duties to City, Project Close-out and the Project Schedule.

| | | |
|--------------------------------------------|--------------|--------|
| MBE: Bithgroup Technologies Inc. | \$756,570.00 | 15.20% |
|--------------------------------------------|--------------|--------|

MINUTES

DPW - cont'd

| | | |
|---------------------------|---------------------|--------------|
| WBE: Serigor, Inc. | \$174,232.50 | 3.49% |
| The Pyatt Group, LLC | <u>199,512.00</u> | <u>4.01%</u> |
| | \$373,744.50 | 7.49% |

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an Agreement with EMA, Inc. for Post Award Services, WC 1248, Water Billing Customer Information System Selection and Implementation.

MINUTES

Department of Public Works (DPW) and/ - Ratification of Services
Department of Transportation (DOT) and Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to ratify services and approve an Expenditure of Funds to pay the Small Business Resource Center, Inc. (SBRC), in full, for services rendered.

AMOUNT OF MONEY AND SOURCE:

\$10,618.54 - 2070-000000-5541-399300-603026

10,618.53 - 2071-000000-5541-398600-603026

10,618.53 - 1001-000000-2301-249300-603026

10,618.53 - 2024-000000-5480-395600-603050

\$42,474.13

BACKGROUND/EXPLANATION:

On June 13, 2012, the Board approved the original agreement with the SBRC in the amount of \$250,000.00. The purpose of the agreement was for the SBRC to provide financial and technical guidance to local minority and women-owned businesses.

The program provided guidance as it related to increasing potential bidders who sought knowledge on how to do business with the City of Baltimore. Throughout the duration of the contract, monthly invoices were not submitted to the agencies for review and processing. The SBRC submitted its invoice requesting payment for services rendered past the expiration date due to a misunderstanding of the contract terms. Although the invoices received totaled \$127,822.84, the total amount due was reduced to \$42,474.13 due to insufficient documentation. This amount was agreed upon amongst the DPW, the DOT, and the SBRC.

MBE/WBE PARTICIPATION:

The SBRC has complied with the Article V, Subtitle 28 of the Baltimore City Code by adhering to the established minority goals of 27% MBE and 10% WBE.

MINUTES

DPW/DOT - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the ratification of services and approved an Expenditure of Funds to pay the Small Business Resource Center, Inc. in full, for services rendered.

MINUTES

Department of Transportation - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Memorandum of Understanding (MOU) with the Department of Transportation and 900 East Fort Avenue, LLC. The period of the MOU is effective upon Board approval for 25 years.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The MOU is in connection with the implementation of storm water management (SWM) and establishes the framework for the owner to maintain SWM facilities and sidewalk improvements in the right-of-way for 900 E. Fort Avenue. The owner would continue to perform ongoing maintenance of all aspects of the Project during the term of the MOU.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Memorandum of Understanding with the Department of Transportation and 900 East Fort Avenue, LLC.

MINUTES

Department of Transportation - Traffic Mitigation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Traffic Mitigation Agreement with Hopkins Village, LLC., Developer. The period of the agreement will commence upon Board of Estimates approval and termination will be deemed in writing by the Department of Transportation.

AMOUNT OF MONEY AND SOURCE:

\$36,000.00 - 9950-907074-9512-000000-490375 (Revenue)

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 11-529, approved on May 9, 2012, determined that a Traffic Impact Study was required for the development. The Developer proposes to perform the Scope of Work for 3200 St. Paul Street. The Developer will be constructing a mixed-use development with 31,500 square feet of retail and 157 apartment units. The Developer agrees to make a one-time contribution in the amount of \$36,000.00 to fund the City's multimodal transportation improvements in the development's vicinity to the extent practicable.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Traffic Mitigation Agreement with Hopkins Village, LLC., Developer.

MINUTES

Department of Transportation - Ratification of Services and
Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to ratify services and approve an Expenditure of Funds to pay M. Luis Construction Company, Inc. for services rendered under TR 10305, Resurfacing Highways at Various Locations Northwest - Sector II.

AMOUNT OF MONEY AND SOURCE:

| | |
|--------------------|-------------------------------------------------------------------------------|
| \$ 6,985.00 | - (Audible Pedestrian Pushbuttons & Signs, 11 @ \$635.00 each) |
| 11,960.00 | - (Audible Pedestrian Pushbuttons Cabinet Base Stations, 4 @ \$2,990.00 each) |
| 3,125.00 | - (Video Camera Detection Cable, 1,250 @ \$2.50 each) |
| 3,950.00 | - (Wireless Magnetometers Access Points, 1 @ \$3,950.00) |
| <u>(820.00)</u> | - (Removal of Signal Heads, 10 @ \$82.00 each) |
| \$25,200.00 | - 9950-901069-9512-900020-702064 |

BACKGROUND/EXPLANATION:

On September 15, 2010, the Board awarded Contract No. TR 10305, Resurfacing Highways at Various Locations Northwest - Sector II, with an expiration date of May 23, 2011. Subsequent to the final review of the contract, it was discovered that additional items were not paid at the time of the closeout of the project. Therefore, the Department is requesting the Board to ratify the services and approve the Expenditure of Funds to pay M. Luis Construction Company, Inc. for services rendered.

This request is late because the vendor submitted supporting documentation after the contract expired.

DBE PARTICIPATION:

The contractor exceeded the established 30% DBE goal established for this contract.

MINUTES

Dept. of Transportation - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the ratification of services and approved an Expenditure of Funds to pay M. Luis Construction Company, Inc. for services rendered under TR 10305, Resurfacing Highways at Various Locations Northwest - Sector II.

MINUTES

Department of Transportation - Ratification of Services and
Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to ratify services and approve an Expenditure of Funds to pay Monumental Paving & Excavating, Inc. for services rendered under TR 09011, Reconstruction of Lexington Street.

AMOUNT OF MONEY AND SOURCE:

\$19,002.90 - 9950-901069-9512-900020-706063

BACKGROUND/EXPLANATION:

On August 25, 2010, the Board approved the award of Contract No. TR 09011 in the amount of \$736,520.49. This project was expected to be completed in 240 calendar days to allow the contractor to complete various locations already assigned.

The payment is for the installation of 14 planters @ \$ 1,357.35 each. This item was originally requested under TR 09011. When the Department made the final audit, it was discovered that the original bid item quantity was exceeded. Therefore, the Department is requesting the Board to ratify services and approve payment for the services.

MBE/WBE PARTICIPATION:

The contractor has demonstrated a Good Faith Effort towards meeting the established minority goals for this contract.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved the ratification of services and approved an Expenditure of Funds to pay Monumental Paving & Excavating, Inc. for services rendered under TR 09011, Reconstruction of Lexington Street.

MINUTES

Department of Transportation - On-Call Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an On-Call Transportation Planning/Policy/Feasibility Studies Agreement for Project No. 1208 with Rummel, Klepper & Kahl, LLP. The period of the agreement is effective upon Board approval for three years.

AMOUNT OF MONEY AND SOURCE:

\$1,500,000.00 - Upset fee to be determined with each assigned project

BACKGROUND/EXPLANATION:

The Department of Transportation has negotiated and procured the consulting agreement approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission and now desires to utilize the services of Rummel, Klepper & Kahl, LLP. The cost of services rendered will be on actual payroll rates not including overhead and burdens times a set multiplier. The payroll rates and multiplier have been reviewed by the Department of Audits. The Consultant will assist with the scope of services which include strategies to maximize State and Federal funding of transportation projects.

The consultant will identify and capture funding opportunities including grant writing and grant administration. The Consultant will utilize its experience and knowledge in social and electronic media strategies for transportation initiatives, landscape architecture services, and NEPA requirements, as well as strategies regarding multi-modal transportation options pedestrian and bicycle movement and safety and infrastructure planning.

MINUTES

Department of Transportation - cont'd

MBE/WBE PARTICIPATION:

| | | | |
|-------------|------------------------------------------|---------------------|------------|
| MBE: | Daniel Consultants, Inc. | \$ 90,000.00 | 6% |
| | RJM Engineering, Inc. | 105,000.00 | 7% |
| | Sabra, Wang & Associates, Inc. | 150,000.00 | 10% |
| | | <u>\$345,000.00</u> | <u>23%</u> |
| WBE: | Floura Teeter Landscape Architects, Inc. | \$105,000.00 | 7% |
| | Sawmill Marketing Public Relations, LLC | 45,000.00 | 3% |
| | | <u>\$150,000.00</u> | <u>10%</u> |

MWBOO FOUND CONSULTANT IN COMPLIANCE.

AUDITS NOTED THE ON-CALL AGREEMENT AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an On-Call Transportation Planning/Policy/Feasibility Studies Agreement for Project No. 1208 with Rummel, Klepper & Kahl, LLP. The President voted **NO**.

MINUTES

Department of Transportation - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 06 to Prime Engineering, Inc./Hardesty & Hanover, LLC (Joint Venture) under Project 1175, On-Call Bridge Design Services.

AMOUNT OF MONEY AND SOURCE:

\$115,421.26 - 9950-901299-9508-900020-703032

BACKGROUND/EXPLANATION:

This authorization provides for on-call mechanical and electrical engineering investigation and design services for the moveable portions of the Hanover Street Bascule Bridge. The bridge requires extensive repairs in order to be returned to normal operations. The Consultant will provide design services associated with the replacement of the Center Locks on the bridge as well as the Limit Switches which have reached the end of their useful lives.

MBE/WBE PARTICIPATION:

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE/WBE goals established in the original agreement.

MBE: 27.00%

WBE: 10.00%

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

MINUTES

Department of Transportation - cont'd

TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|----------------------|------------------------------|----------------------------|
| \$126,963.38 | 9950-903416-9507 | 9950-901299-9508-2 |
| MVR | Constr. Reserve | Contingencies |
| | Hawkins Point Road | Hanover Street Bridge |
| | Bridge | Control System |

This transfer will cover the costs associated with Project 1175, On-Call Bridge Design Services, Task No. 6 with Prime Engineering, Inc./Hardesty & Hanover, LLC, JV.

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 06 to Prime Engineering, Inc./Hardesty & Hanover, LLC (Joint Venture) under Project 1175, On-Call Bridge Design Services. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTES

Department of Transportation - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Gannett Fleming, Inc. for Project No. 1107, Reconstruction East North Avenue from Asquith Street to Washington Street. The period of the Agreement is effective upon Board approval for two years.

AMOUNT OF MONEY AND SOURCE:

\$146,014.71 - 9950-909608-9508-900010-703032

BACKGROUND/EXPLANATION:

The Department negotiated and procured the original consulting agreement and now desires to continue utilizing the services of Gannett Fleming, Inc. The cost of services rendered will be on actual payroll rates not including overhead and burden times a multiplier. The payroll rates and multiplier have been reviewed by the Department of Audits. The Consultant will perform engineering services for revisions of ES&C plans, construction sequence, specs and cost estimate to include reconstruction of sidewalks for ADA compliance and construction of proposed water main replacement. Additional services consist of design changes related to the Great Blacks in Wax Museum, post award design services and PS&E completion. Additionally, the Consultant will update the Wolfe Street plans due to bump out removal, adjust bus pads after MTA coordination meeting, revise signal plans for consistency with Traffic Section, and provide other related engineering services.

DBE PARTICIPATION:

DBE SET GOALS AT 27%

The Consultant will comply with Title 49 Code of Federal Regulations, Part 26 and the DBE goal established in the original agreement.

MINUTES

DOT - cont'd

| | | |
|------------------|---------------------|---------------|
| DBE: PELA Design | \$ 49,980.14 | 34.00% |
| EMJ Engineering | 12,023.95 | 8.00% |
| | <u>\$ 62,004.09</u> | <u>42.00%</u> |

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|---------------|-----------------------|---------------------|
| \$161,288.43 | 9950-902608-9509 | 9950-909608-9508-2 |
| FED | Construction Reserve | Contingencies |
| | North Avenue (US 1) | North Avenue |
| | | Streetscape |

This transfer will cover the costs associated with Project 1107, Reconstruction of East North Avenue from Aisquith Street to Washington Street.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an Agreement with Gannett Fleming, Inc. for Project No. 1107, Reconstruction East North Avenue from Asquith Street to Washington Street. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTESParking Authority of Baltimore City - Consent and Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Consent and Agreement for the benefit of Susquehanna Bank (Susquehanna) and Skylar Development, LLC (Skylar).

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Board approved a Parking Lease Agreement with Skylar on September 9, 1998, and an Amendment to Parking and Lease Agreement on January 6, 1999 to support redevelopment of the Bagby Building (Bagby) located at 1000-1006 Fleet Street. The original agreement provides Skylar up to 400 parking passes for the Little Italy Garage for 20 years, through February 28, 2019.

Skylar requested a four-year extension of their right to the parking passes that would be provided through a new Parking Agreement that is coming to the Board concurrent with this Consent and Agreement.

Skylar is refinancing the Bagby Development and their lender, Susquehanna, is requiring that the Parking Agreement be collaterally assigned to Susquehanna, so that in the event of a default by Skylar and a resulting foreclosure, Susquehanna will have the parking to support the Bagby development. Through this Consent and Agreement the City is consenting to the collateral assignment of the Parking Agreement from Skylar and Susquehanna.

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Consent and Agreement for the benefit of Susquehanna Bank and Skylar Development, LLC.

MINUTESParking Authority of Baltimore City (PABC) - Parking Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Parking Agreement with Skylar Development, LLC (Skylar). The period of the agreement is for four years, beginning on March 1, 2019. The current agreement is through February 28, 2019.

AMOUNT OF MONEY AND SOURCE:

The City will receive the market rate for up to 400 parking passes.

BACKGROUND/EXPLANATION:

The Board approved a Parking Lease Agreement with the organization on September 9, 1998 and an Amendment to Parking and Lease Agreement on January 6, 1999 to support redevelopment of the Bagby Building located at 1000-1006 Fleet Street. The original agreement provides Skylar up to 400 parking passes for the Little Italy Garage for 20 years, through February 28, 2019.

Skylar is refinancing Bagby and has requested a four-year extension of their right to the parking passes that would be provided through this new agreement. Susquehanna Bank is funding the refinancing and has requested a Consent and Agreement to secure their interest in Skylar's Parking Agreement with the PABC.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Parking Agreement with Skylar Development, LLC.

MINUTES**TRAVEL REQUESTS**

| <u>Name</u> | <u>To Attend</u> | <u>Funds</u> | <u>Amount</u> |
|------------------------|----------------------------------------------------------------------------------------------------|------------------------|---------------|
| <u>Fire Department</u> | | | |
| 1. Brian Bovaird | National Hurricane Conference Austin, TX Mar. 28 - Apr. 2, 2015 (Reg. Fee \$350.00) | FY'13 UASI Funds | \$1,986.75 |

The subsistence rate for this location is \$210.00 for the period December 1 through March 31 and \$197.00 for the period April 1 through September 30. The hotel cost is \$169.00 per night, plus hotel taxes of \$25.35 per night. The Department is requesting additional subsistence in the amount of \$10.50 per day for April 1 and 2, 2015 for meals and incidentals. The airfare in the amount of \$425.00 and registration fee in the amount of \$350.00 were prepaid on a City-issued procurement card assigned to Mr. Connor Scott. The amount to be disbursed to Mr. Bovaird is \$1,211.75.

| | | | |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|
| 2. Bobbie Ryer | National Public Employees Labor Relations Assn. Conference Savannah, GA Mar. 29 - April 2, 2015 (Reg. Fee \$1,107.00) | General Funds | \$3,290.71 |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|

The subsistence rate for this location is \$157.00 per night. The hotel cost is \$193.40 per night, plus hotel taxes of \$25.14 and City taxes of \$1.00 per day. The Department is requesting additional subsistence in the amount of \$36.40 per day to cover the cost of the hotel balance and \$40.00 per day for meals and incidentals.

MINUTES**TRAVEL REQUESTS**

| <u>Name</u> | <u>To Attend</u> | <u>Funds</u> | <u>Amount</u> |
|---------------------------------|------------------|--------------|---------------|
| <u>Fire Department - cont'd</u> | | | |

The airfare in the amount of \$651.00, membership fee of \$175.00, and registration fee in the amount of \$1,107.00 were prepaid on a City-issued procurement card assigned to Mr. James M. Fischer. The amount to be disbursed to Mr. Ryer is \$1,357.71.

Department of Public Works

| | | | |
|----------------|------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|
| 3. Wazir Qadri | Collection Systems Taking Center Stage Conference Cincinnati, OH Apr. 18 - 22, 2015 (Reg. Fee \$880.00) | Waste- water Funds | \$2,053.69 |
|----------------|------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|

The subsistence rate for this location is \$188.00 per night. The cost of the hotel for April 18, 2015 is \$199.00 per night, plus taxes of \$33.83 per night. The cost of the hotel for April 19 - 21, 2015 is \$152.00 per night, plus taxes of \$26.22 per night. The registration fee in the amount of \$880.00 was pre-paid on a City-issued credit card assigned to Ms. Lyque O'Connor.

The Department is requesting additional subsistence on April 18, 2015 of \$11.00 to cover the cost of the hotel and \$40.00 for meals and incidentals. Additional subsistence of \$4.00 per day is requested for meals and incidentals from April 19 - 21, 2015. The amount to be disbursed to Mr. Qadri is \$1,173.69.

MINUTES**RETROACTIVE TRAVEL APPROVALS**

| <u>Name</u> | <u>To Attend</u> | <u>Funds</u> | <u>Amount</u> |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|
| <u>Health Department</u> | | | |
| 4. Christian Fuller | Mobilizing for Action through Planning and Partner- ship (MAPP) Oakland, CA Jan. 11 - 14, 2015 (Reg. Fee \$1,500.00) | General Funds | \$ 2,430.27 |

On January 11 - 14, 2015, Mr. Fuller traveled to Oakland, CA to attend the MAPP Conference held on January 12 - 13, 2015. The subsistence rate for this location is \$185.00.

The airfare in the amount of \$335.20 and registration fee in the amount of \$1,500.00 were prepaid on a City-issued credit card assigned to Jacquelyn Duval-Harvey.

The conference began on Monday, January 12, 2015 and ended on January 13, 2015. Because of the time difference, Mr. Fuller requested one additional night stay and returned on January 14, 2015. The requested reimbursement to Mr. Fuller is \$595.07.

TRAVEL REIMBURSEMENT

| |
|---------------------------------------------------|
| \$ 475.38 - Hotel (including taxes @\$158.46 x 3) |
| 33.75 - Taxi |
| 85.94 - Meals |
| \$ 595.07 |

MINUTES**TRAVEL APPROVAL**

| <u>Name</u> | <u>To Attend</u> | <u>Funds</u> | <u>Amount</u> |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|
| <u>Health Department</u> | | | |
| 5. Michael Jenkins | Mobilizing for Action through Planning and Partner- ship (MAPP) Oakland, CA (Reg. Fee \$0.00) Jan. 11 - 14, 2015 | General Funds | \$ 903.00 |

On January 11 - 14, 2015, Mr. Jenkins traveled to Oakland, CA to attend the MAPP Conference held on January 12 - 13, 2015. The subsistence rate for this location is \$185.00.

Mr. Jenkins is a member of the association; therefore, he did not have to pay for registration.

The airfare in the amount of \$329.70 was prepaid on a City-issued credit card assigned to Jacquelyn Duval-Harvey.

The conference began on Monday, January 12, 2015 and ended on January 13, 2015. Because of the time difference, Mr. Jenkins requested one additional night stay and returned on January 14, 2015. Therefore, Mr. Jenkins will be reimbursed \$573.30.

TRAVEL REIMBURSEMENT

| |
|--------------------------------------------------|
| \$ 432.78 - Hotel (including taxes \$144.26 x 3) |
| 34.00 - Train |
| <u>106.52 - Meals</u> |
| \$ 573.30 |

The Board, UPON MOTION duly made and seconded, approved foregoing travel requests, travel approvals, and travel reimbursements.

MINUTES

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART FOR ALL ITEMS ON THE AGENDA.

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest.

Kim A. Trueheart

March 24, 2015

Board of Estimates
Attn: Clerk
City Hall, Room 204
100 N. Holliday Street,
Baltimore, Maryland 21202

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of questionable management and administration within the various boards, commissions, agencies and departments of the Baltimore City municipal government.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self

2. What the issues are:

a. Pages 1 - 82, City Council President and members of the Board of Estimates, BOE

Agenda dated March 25, 2015, if acted upon:

i. The proceedings of this board often renew business agreements without benefit of clear measures of effectiveness to validate the board's decision to continue funding the provider of the city service being procured;

ii. The Baltimore City School Board of Commissioners routinely requires submissions for board consideration to include details of the provider's success in meeting the objectives and/or desired outcomes delineated in the previously awarded agreement;

iii. The members of this board continue to fail to provide good stewardship of taxpayers' funds as noted by the lack of concrete justification to substantiate approval of actions presented in each weekly agenda;

iv. This board should immediately adjust the board's policy to ensure submissions to the board include measures of effectiveness in each instance where taxpayer funds have already been expended for city services;

v. In the interest of promoting greater transparency with the public this board should willing begin to include in the weekly agenda more details which it discusses in closed sessions without benefit of public participation.

vi. Lastly this board should explain to the public how, without violating the open meeting act, a consent agenda is published outlining the protocols for each week's meeting prior to the board opening its public meeting.

3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed what appears to be a significant dearth in responsible and accountable leadership, management and cogent decision making within the various agencies and

Email: kimtrueheart@gmail.com

5519 Belleville Ave
Baltimore, MD 21207

departments of the Baltimore City municipal government which potentially cost myself and my fellow citizens excessive amounts of money in cost over-runs and wasteful spending.

4. Remedy I desire: The Board of Estimates should immediately direct each agency to include measures of effectiveness in any future submissions for the board's consideration.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on March 25, 2015.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

President: "As there is no more business before the Board, the meeting will recess until bid opening at 12 Noon. Thank you."

* * * * *

MINUTES

Clerk: "The Board is now in session for the receiving and opening of bids."

BIDS, PROPOSALS, AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies issued an Addendum extending the dates for receipt and opening of bids on the following contracts. There were no objections.

Bureau of Water and Wastewater - SC 942 On-Call Assessment &
Repairs of Small Diameter
Sanitary Sewer Mains &
Laterals
BIDS TO BE RECV'D: 04/11/2015
BIDS TO BE OPENED: 04/11/2015

Bureau of Water and Wastewater - SC 943 On-Call Cured In Place
Sanitary Sewers at Various
Locations
BIDS TO BE RECV'D: 04/01/2015
BIDS TO BE OPENED: 04/01/2015

Bureau of Water and Wastewater - SC 944 Rehabilitation &
Improvements to Sanitary
Sewers at Various Locations
BIDS TO BE RECV'D: 04/01/2015
BIDS TO BE OPENED: 04/01/2015

MINUTES

Bureau of Water and Wastewater

- WC 1295 Towson Generator and Main Substation
BIDS TO BE RECV'D: 04/01/2015
BIDS TO BE OPENED: 04/01/2015

Department of Transportation

- TR 15011 Resurfacing Highways at Various Locations North-east Sector 1
BIDS TO BE RECV'D: 04/01/2015
BIDS TO BE OPENED: 04/01/2015

Department of General Services

- GS 14800 3rd and 4th Floor Courtrooms at Mitchell Courthouse
BIDS TO BE RECV'D: 04/08/2015
BIDS TO BE OPENED: 04/08/2015

Bureau of Purchases

- B50003895 Provide Public Swimming Pool Maintenance, Repair Services & New Replacement Parts
BIDS TO BE RECV'D: 03/11/2015
BIDS TO BE OPENED: 03/25/2015

MINUTES

Thereafter, UPON MOTION duly made and seconded, the Board received, opened, and referred the following bids to the respective departments for tabulation and report:

Department of Transportation - TR 14021R, Utility Location Test
Holes & Boring for Engineering
Projects Citywide

KCI Technologies, Inc.
HSA, Inc.

Department of Transportation - TR 15001R, Reconstruction of
Footways Citywide

Manuel Luis Construction Co. Inc.
Santos Construction Co., Inc.
Civil Construction, LLC

Department of Transportation - TR 15002, Reconstruction of
Footways Citywide

Civil Construction, LLC
Manuel Luis Construction Co., Inc.
Machado Construction Co., Inc.

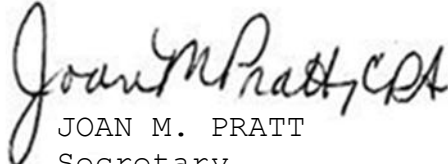
Bureau of Purchases - B50003895, Provide Public
Swimming Pool Maintenance,
Repair Service & New Replace-
ment Parts

Patriot Pool Service, LLC

MINUTES

* * * * *

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, April 1, 2015.



JOAN M. PRATT
Secretary