

MINUTES

REGULAR MEETING

Honorable Brandon M. Scott, President
Honorable Bernard C. "Jack" Young, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
Matthew W. Garbark, Acting Director of Public Works
Dana P. Moore, Acting City Solicitor
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good morning. The March 18, 2020 meeting of the Board of Estimates is now called to order. Ah -- now 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. Meetings of the Board of Estimates are open to the public for the duration of the meeting. The hearing room must be vacated at the conclusion of the meeting. Failure to comply may result in a charge of trespassing. Ah -- I would like to first apologize for our tardiness. Ah -- we were delayed by a discussion upstairs and also the fact that we -- weren't just in -- in the other room we had to come down the steps. I also want to take this time to say again, to everyone in the city of Baltimore that we have to take um -- COVID-19 very seriously and that we have to at all times heed the advice of public health professionals in everything that

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we do. Ah -- that's why you see this room the way it is. We're going to have to continue to conduct city business but we'll do that in a way that's responsible and following the guidance and the best guidelines of public health professionals. I also -- would also like to say that ah -- while we're dealing with this global pandemic we still cannot lose sight of another issue in Baltimore City which is gun violence when we had seven people be shot yesterday in one instance. It's unacceptable especially when you -- we're dealing with this crisis and we had that crisis, that's been ongoing for some time and the same vigor, the same dedication that everyone has given to trying to stop the spread of COVID is the same exact ah -- dedication we need to try and stop the spread of gun violence in Baltimore."

President: "Thank you. I would direct the Board members attention to the memorandum from my office dated March 16, 2020 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."

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Ms. Dana Moore Acting City Solicitor: "Good morning Mr. President.

As there are no items on the non-routine agenda, I move approval of all items on today's BOE agenda."

Comptroller: "I second."

President: "All those in favor say aye. All opposed say nay. The motion carries. The routine agenda items have 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 November 21, 2016, the following contractors are recommended:

C&L Automation LLC	\$ 540,000.00
Colt Insulation, Inc.	\$ 1,500,000.00
Interlock Steelworkers Incorporated	\$ 8,000,000.00
J. Villa Construction Inc.	\$ 20,250,000.00
L.R. Willson & Sons, Inc.	\$ 54,880,000.00

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:

Carroll Engineering, Inc.	Landscape Architect Engineer
DM Enterprises of Baltimore, LLC	Engineer Construction Management

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

George, Miles & Buhr, LLC	Engineer
Jackson and Tull Chartered Engineers	Engineer
RJM Engineering, Inc.	Engineer
Transviron, Inc.	Engineer

There being no objections, the Board, UPON MOTION duly made and seconded, approved the Prequalification of Contractors and Architects and Engineers for the listed firms.

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Department of Real Estate - Tax Sale Certificate

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of a Tax Sale Certificate to The Park and Menlo LLC for an amount that is less than the lien amount for the property located at 1727 McCulloh Street.

AMOUNT OF MONEY AND SOURCE:

<u>Property Address</u>	<u>Assessed Value</u>	<u>Flat Taxes & Water</u>	<u>Total Liens</u>	<u>Recommended Purchase Price</u>
1727 McCulloh Street	\$3,000.00	\$11,317.29	\$34,668.73	\$11,317.29

BACKGROUND/EXPLANATION:

The City acquired the Tax Sale Certificate for the indicated property on 1727 McCulloh Street on May 13, 2019 for the lien amount. The Park and Menlo LLC has offered to purchase the Tax Sale Certificate for 1727 McCulloh Street in the total amount of \$11,317.29, file a petition to foreclose, acquire title to the property and return it to productive use. The purchase price of \$11,317.29 will cover the flat taxes and water bills.

UPON MOTION duly made and seconded, the Board approved the assignment of a Tax Sale Certificate to The Park and Menlo LLC for an amount that is less than the lien amount for the property located at 1727 McCulloh Street.

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Department of Real Estate - Tax Sale Certificate

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Tax Sale Certificates to The Lemmon Street LLC for amounts that are less than the lien amount for the properties located at 1704, 1705, and 1711 Lemmon St.

AMOUNT OF MONEY AND SOURCE:

<u>Property Address</u>	<u>Assessed Value</u>	<u>Flat Taxes & Water</u>	<u>Total Liens</u>	<u>Recommended Purchase Price</u>
1704 Lemmon Street	\$ 5,667.00	\$12,425.75	\$14,277.30	\$12,425.75
1705 Lemmon Street	\$ 5,667.00	\$ 6,120.80	\$23,253.01	\$ 6,120.80
1711 Lemmon Street	\$ 5,667.00	\$ 4,948.78	\$ 7,969.90	\$ 5,667.00

BACKGROUND/EXPLANATION:

The City acquired the Tax Sale Certificates for the above properties located at 1704, 1705 and 1711 Lemmon Street on May 14, 2018. The Lemmon Street LLC has offered to purchase the properties in the total amount of \$18,705.00, file petitions to foreclose, acquire title to the properties and return them to productive use. The purchase price for the tax sale certificate for 1704 Lemmon St., of \$12,425.75 will cover the flat taxes and water bills of \$12,425.75. The purchase price for 1705 Lemmon St of \$6,120.80 will cover the flat taxes and water bills of \$6,120.90. The purchase price of 1711 Lemmon St of \$5,667.00 will cover the flat taxes and water bills of \$4,948.78.

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Department of Real Estate - cont'd

UPON MOTION duly made and seconded, the Board approved the assignment of Tax Sale Certificates to The Lemmon Street LLC for amounts that are less than the lien amount for the properties located at 1704, 1705, and 1711 Lemmon St.

MINUTES**OPTIONS/CONDEMNATIONS/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. Tridack, LLC	327 N. Schroeder St.	G/R	\$ 301.00
			\$32.90
Funds are available in account no. 9910-914135-9588-900000-704040, Poppleton Acquisition-Demolition.			
2. Jeffrey I. Silberman	105 N. Carlton St.	G/R	\$ 229.00
			\$25.00
3. Jeffrey I. Silberman	107 N. Carlton St.	G/R	\$ 229.00
			\$25.00

Funds are available in account no. 9910-914135-9588-900000-704040, Poppleton Acquisition-Demolition.

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

UPON MOTION duly made and seconded, the Board approved and authorized the foregoing Option Agreement.

MINUTESHealth Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2019 through June 30, 2020, unless otherwise indicated.

1. **THE JOHNSON LEADERSHIP GROUP, LLC** **\$ 12,893.00**

Account: 1001-000000-3001-568000-603051

The Johnson Leadership Group, LLC will utilize the funds to provide training, mentoring, and coaching for the Baltimore City Health Department. The period of the agreement is effective upon Board approval through August 31, 2020.

The agreement is late is because of administrative delays.

2. **PROGRESSUS THERAPY, LLC** **\$417,200.00**

Accounts: 4000-427120-3080-292301-603051	\$ 95,084.00
4000-427120-3080-292302-603051	\$ 25,025.00
1001-000000-3080-288700-603051	\$297,091.00

Progressus Therapy, LLC will utilize the funds to provide occupational, speech-language pathology therapy and special education services for the Baltimore Infants and Toddlers Program (BITP). The organization will coordinate their services with the BITP staff in compliance with local early intervention systems. This coordination will include orientation, training, and time allocation for accumulation of documentation and reporting for compliance.

The agreement is late because funding shortages delayed processing.

MWBOO GRANTED A WAIVER ON JANUARY 24, 2020.

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Health Department - cont'd

3. **BALTIMORE MEDICAL SYSTEM, INC.** **\$131,168.00**
(BMS)

Accounts: 5000-530020-3080-595800-603051	\$ 72,339.00
4000-498820-3080-275200-603051	\$ 58,829.00

The BMS will partner with the Department's Bureau of Maternal and Child Health to implement the Nurse Family Partnership (NFP) Home Visiting Model. The BMS will provide the services of a full time bilingual nurse to work with the Department's Maternal and Infant Care nursing staff. The BMS Nurse will conduct home visits and maintain a caseload of predominately 25 Spanish-speaking clients according to the NFP Model. The Maternal and Infant NFP Care supervisor will provide clinical oversight for the BMS Nurse.

The BMS will also provide the services of a bilingual Site Coordinator for the B'more Fit for Healthy Babies program. The BMS Site Coordinator will report directly to the BMS Director of Maternal and Child Health and communicate regularly with the Department's Maternal and Infant Care Program regarding program needs. The Site Coordinator will conduct a minimum of three weekly group sessions in Spanish per month and will serve residents of southeast Baltimore.

MWBOO GRANTED A WAIVER ON JANUARY 17, 2020.

The agreement is late because of administrative delays.

4. **THE JOHNS HOPKINS UNIVERSITY (JHU)** **\$1,921,849.00**

Account: 5000-569720-3023-273390-603051

The Johns Hopkins University, School of Medicine will utilize the funds to provide services in accordance with Ryan White B-Early Intervention Services. The JHU will engage HIV-negative clients in HIV prevention services, conduct peer

MINUTESHealth Department - cont'd

navigation to assist HIV-negative clients with accessing HIV prevention services, including PrEP and nPEP, and screening and referral to supportive services. The JHU will also conduct outreach services and conduct targeted HIV testing and counseling. In addition, JHU will provide health education/risk reduction services to engage and inform the priority populations (i.e. gay, bisexual, and other men who have sex with men, transgender persons, people who inject drugs, black women and men, Latino women and men, etc.) as identified in the National HIV/AIDS Strategy 2020. JHU will maintain a van and staff a mobile clinic to reach clients in external clinical settings.

MWBOO GRANTED A WAIVER ON JANUARY 24, 2020.

5. **THE UNIVERSITY OF MARYLAND, BALTIMORE (UMB) \$263,341.00**

Account: 5000-569720-3023-273392-603051

The UMB's JACQUES Initiative will utilize the funds to provide services in accordance with Ryan White Early Intervention Services. Specifically, they will serve as a provider to engage HIV-negative clients in HIV prevention services, conduct peer navigation to assist HIV-negative clients with accessing HIV prevention services, including PrEP, nPEP, and provide screening and referral to supportive services. The period of the agreement is July 1, 2019 through June 30, 2020.

MWBOO GRANTED A WAIVER ON JANUARY 29, 2020.

The agreements are late because the State of Maryland, Department of Health and Mental Hygiene's Prevention and Health Promotion Administration programmatically manages Ryan White Part B HIV/AIDS State Special Services. The providers are asked to submit a budget, budget narrative, and scope of services. The Department thoroughly reviews the entire package before preparing a contract

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Health Department - cont'd

and submitting it to the Board. These budgets are many times revised because of inadequate information from the providers. The review is required to comply with the grant requirements.

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. The Mayor **ABSTAINED** on item no. 4. The President **ABSTAINED** on item no. 4.

MINUTES

Health Department - Notice of Award

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Notice of Award (NoA) from the Department of Health and Human Services, Centers for Disease Control and Prevention. The period of the Notice of Award is January 1, 2020 through December 31, 2020.

AMOUNT OF MONEY AND SOURCE:

\$253,240.00 - 4000-422520-3030-271500-404001

BACKGROUND/EXPLANATION:

The NoA provides funding to support Sexually Transmitted Disease (STD) prevention, screening, and treatment services. The Department will conduct STD surveillance, respond to STD-related outbreaks, identify persons with STDs and link them and their partners to care, and to treatment through targeted disease investigation and intervention.

The NoA is late because of a delay in the administrative review process.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Notice of Award from the Department of Health and Human Services, Centers for Disease Control and Prevention.

MINUTES

Department of Housing and - Acquisition by Gift
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition, by gift, of the below listed property interests from the Druid Heights Community Development Corporation and B&D Phase III LLC, owners, SUBJECT to municipal liens, interests, and penalties that may accrue, other than water bills.

<u>OWNER(S)</u>	<u>PROPERTY</u>	<u>INT.</u>
1. B&D PHASE III LLC	2221 DIVISION ST	F/S
2. B&D PHASE III LLC	2233 DIVISION ST	L/H
3. DRUID HEIGHTS COM. DEV. CORP.	2206 DRUID HILL AVE	F/S
4. B&D PHASE III LLC	2202 ETTING ST	L/H
5. B&D PHASE III LLC	2215 ETTING ST	L/H
6. B&D PHASE III LLC	2217 ETTING ST	L/H

AMOUNT OF MONEY AND SOURCE:

\$1,596.76 - Water bills - 9904-918051-9127-900000-707075

Settlement fees - 9904-918051-9127-900000-704044

BACKGROUND/EXPLANATION:

The DHCD has waived the usual \$600.00 donation fee for settlement costs and has agreed to pay the outstanding water bills totaling \$1,596.76 because acquisition of these properties is necessary for the Druid Square/Cab Calloway Square Project. The settlement fees and the water bills will be paid with BGN Druid Square Park funds. Accepting this donation is less costly than acquiring the property by condemnation, even though the DHCD will pay the settlement costs and water bills.

The DHCD, on behalf of the Mayor and City Council of Baltimore (City), seeks to acquire the above-listed properties for the Druid Square/Cab Calloway Square Project. However, the properties are SUBJECT to municipal liens that exceed the value of the property. In the interest of saving time, Druid Heights Community Development

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DHCD - cont'd

Corporation and B&D Phase III LLC have to donate all their interests in the above-listed properties to the City for \$0.00. The City will receive clear and marketable title to the properties, subject to municipal liens, other than water bills. Accepting this donation is less costly than acquiring the properties by condemnation, even though the DHCD will pay the settlement costs and water bills.

The DHCD seeks approval to acquire the properties, SUBJECT to all municipal liens, other than water bills, and all interests and penalties that may accrue prior to recording a deed. A list of open municipal liens accrued through November 15, 2019 (date lien sheet was issued) follows:

2221 DIVISION STREET		
Bill	Date	Amount
Real Property Tax	2019-2020	\$ 24.52
Real Property Tax	2018-2019	30.04
Real Property Tax	2017-2018	46.90
Real Property Tax	2016-2017	41.08
Real Property Tax	2015-2016	46.60
Tax Sale	10/24/2018	107,193.92
Miscellaneous 7005705	6/17/2013	286.92
Miscellaneous 7366370	5/27/2014	226.66
Miscellaneous 7390701	6/30/2014	227.96
Miscellaneous 7456650	9/15/2014	222.02
Miscellaneous 7682396	6/15/2015	383.27
Miscellaneous 7820327	11/18/2015	392.27
Miscellaneous 7997612	5/16/2016	321.00
Miscellaneous 8102717	9/19/2016	248.80
Miscellaneous 8372096	10/10/2017	296.41
Miscellaneous 8601411	7/9/2018	236.87
Property Registration	11/15/2019	348.50
Total Liens Owed:		\$110,573.74

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DHCD - cont'd

2233 DIVISION STREET		
Bill	Date	Amount
Total Liens Owed:		\$ 0.00

2206 DRUID HILL AVENUE		
Bill	Date	Amount
Real Property Tax	2019-2020	\$ 73.56
Real Property Tax	2018-2019	90.12
Real Property Tax	2017-2018	106.68
Real Property Tax	2016-2017	134.61
Real Property Tax	2015-2016	139.80
Real Property Tax	2014-2015	156.36
Real Property Tax	2013-2014	184.30
Miscellaneous 6435218	9/26/2011	492.36
Miscellaneous 7340524	4/14/2014	249.41
Miscellaneous 7481989	10/14/2014	403.85
Miscellaneous 7721798	8/3/2015	408.29
Miscellaneous 7969355	4/4/2016	326.02
Miscellaneous 7981632	4/25/2016	349.69
Miscellaneous 8358731	9/25/2017	295.42
Miscellaneous 8500985	3/5/2018	208.00
Miscellaneous 8866881	9/9/2019	390.78
Miscellaneous 8871832	9/23/2019	237.41
Environmental Fine	11/15/2019	1,500.00
Property Registration	11/15/2019	1,210.60
Total Liens Owed:		\$ 6,957.26

MINUTES

DHCD - cont'd

2202 ETTING STREET		
Bill	Date	Amount
Real Property Tax	2019-2020	\$ 24.52
Real Property Tax	2018-2019	30.04
Real Property Tax	2017-2018	35.56
Real Property Tax	2016-2017	52.45
Real Property Tax	2015-2016	46.60
Miscellaneous 6658785	6/11/2012	7.47
Miscellaneous 6961023	4/22/2013	427.08
Miscellaneous 7004658	6/17/2013	390.80
Miscellaneous 7026263	7/15/2013	417.85
Miscellaneous 7048135	8/12/2013	415.28
Miscellaneous 7374135	6/9/2014	386.66
Miscellaneous 7415193	7/21/2014	383.70
Miscellaneous 7454036	9/15/2014	376.50
Miscellaneous 7685324	6/15/2015	346.34
Miscellaneous 7763196	9/8/2015	364.66
Miscellaneous 8291825	6/26/2017	308.86
Miscellaneous 8340762	9/5/2017	320.42
Miscellaneous 8872046	9/23/2019	237.41
Property Registration	11/15/2019	348.50
Total Liens Owed:		\$ 4,920.70

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DHCD - cont'd

2215 ETTING STREET		
Bill	Date	Amount
Real Property Tax	2019-2020	\$ 24.52
Real Property Tax	2018-2019	30.04
Real Property Tax	2017-2018	46.90
Real Property Tax	2016-2017	41.08
Real Property Tax	2015-2016	46.60
Tax Sale	10/24/2018	7,853.13
Miscellaneous 4641270	3/19/2007	175.01
Miscellaneous 5419973	9/15/2008	450.50
Miscellaneous 5769252	6/1/2009	242.95
Miscellaneous 5931548	12/14/2009	225.90
Miscellaneous 6178180	10/18/2010	453.84
Miscellaneous 6340988	5/16/2011	389.95
Miscellaneous 6592539	3/12/2012	4.83
Miscellaneous 6711980	7/30/2012	381.49
Miscellaneous 6889281	12/17/2012	305.97
Miscellaneous 6958433	4/22/2013	270.73
Miscellaneous 7007131	6/17/2013	245.58
Miscellaneous 7029473	7/15/2013	261.50
Miscellaneous 7046196	8/12/2013	258.93
Miscellaneous 7135999	11/4/2013	250.58
Miscellaneous 7376247	6/9/2014	229.78
Miscellaneous 7412232	7/21/2014	226.82
Miscellaneous 7453111	9/15/2014	220.15
Miscellaneous 7685704	6/15/2015	346.34
Miscellaneous 7764715	9/8/2015	364.66
Miscellaneous 8017956	6/13/2016	343.25
Miscellaneous 8108482	9/26/2016	310.80
Miscellaneous 8291569	6/26/2017	283.11
Miscellaneous 8511552	3/19/2018	283.01
Miscellaneous 8596777	7/2/2018	239.77
Miscellaneous 8871923	9/23/2019	237.41
Property Registration	11/15/2019	348.50
Total Liens Owed:		\$ 15,393.63

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DHCD - cont'd

2217 ETTING STREET		
Bill	Date	Amount
Real Property Tax	2019-2020	\$ 24.52
Real Property Tax	2018-2019	30.04
Real Property Tax	2017-2018	35.56
Real Property Tax	2016-2017	52.45
Real Property Tax	2015-2016	46.60
Miscellaneous 6961312	4/22/2013	427.08
Miscellaneous 7006125	6/17//2013	390.80
Miscellaneous 7029390	7/15/2013	417.85
Miscellaneous 7049752	8/12/2013	415.28
Miscellaneous 7128903	11/04/2013	410.42
Miscellaneous 7375504	6/9/2014	386.66
Miscellaneous 7417132	7/21/2014	383.70
Miscellaneous 7455793	9/15/2014	376.50
Miscellaneous 7682255	6/15/2015	346.34
Miscellaneous 7761497	9/8/2015	364.66
Miscellaneous 8017964	6/13/2016	343.25
Miscellaneous 8108367	9/26/2016	310.80
Miscellaneous 8132409	10/31/2016	417.62
Miscellaneous 8291395	6/26/2017	283.11
Miscellaneous 8478125	2/5/2018	262.80
Miscellaneous 8525586	4/9/2018	280.29
Miscellaneous 8871865	9/23/2019	237.41
Property Registration	11/15/2019	280.50
Total Liens Owed:		\$ 6,524.24

MBE/WBE PARTICIPATION:

N/A

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DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved the acquisition, by gift, of the foregoing property interests from the Druid Heights Community Development Corporation and B&D Phase III LLC, owners, SUBJECT to municipal liens, interests, and penalties that may accrue, other than water bills.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Land Disposition Agreement with Manna Bible Baptist Church, and Bridges Community and Economic Development, Developer, for the sale of the City-owned properties located at 3025, 3029, 3065, and 3067 Spaulding Avenue.

AMOUNT OF MONEY AND SOURCE:

\$ 3,000.00 - 3025 Spaulding Avenue
 3,000.00 - 3029 Spaulding Avenue
 3,000.00 - 3065 Spaulding Avenue
3,000.00 - 3067 Spaulding Avenue
\$12,000.00 - Payable Settlement

BACKGROUND/EXPLANATION:

The Developer will be using private and public funds for this project.

The project will involve the rehabilitation of single-family homes with goal of providing affordable homeownership as part of the State of Maryland "Live Where You Worship Home Ownership" Program.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE PRICE DETERMINED BY THE WAIVER VALUATION PROCESS:

The authority to sell the properties located at 3025, 3029, 3065, and 3067 Spaulding Avenue is given under Article 13, § 2-7 (h) (2) (ii) (C) of the Baltimore City Code.

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Department of Housing and - cont'd
Community Development

In accordance with the appraisal policy, the waiver valuation process has determined the properties price of \$6,000.00 each. The properties are being sold for \$3,000.00 each.

Sale of these properties at a price below the waiver valuation price will be a specific benefit to the immediate communities, eliminate blight, return the properties to the tax rolls.

MBE/WBE PARTICIPATION:

The Developer will purchase the properties for a price that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or rehabilitation, therefore, MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Manna Bible Baptist Church, and Bridges Community and Economic Development, Developer, for the sale of the City-owned properties located at 3025, 3029, 3065, and 3067 Spaulding Avenue.

MINUTES

TRANSFERS OF FUNDS

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UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

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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.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Public Works</u>		
1. \$28,500.00	9956-905533-9549	
Wastewater	Annual Facilities	
Rev. Bond	Improv.	
21,500.00	9956-905533-9549	
County	Annual Facilities	
<u>Revenue</u>	<u>Improv.</u>	
\$50,000.00	-----	9956-905935-9551-3
		Design

This transfer will cover costs of design for Project 1505 (SC 989, SC 990, SC 991, SC 988, WC 1326), On-Call Project and Construction Management Assistance Services., Task 015.

2. \$28,500.00	9956-927006-9549	
Wastewater	Admin. Buildings	
Rev. Bond		
21,500.00	9956-927006-9549	
County	Admin. Buildings	
<u>Revenue</u>		
\$50,000.00	-----	9956-903890-9551-3
		Design

This transfer will cover costs of design for Project 1505 (SC 989, SC 990, SC 991, SC 988, WC 1326), On-Call Project and Construction Management Assistance Services, Task 015.

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TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Public Works - cont'd</u>		
3. \$28,500.00	9956-923027-9549	
Wastewater Rev.	Patapsco	
Bond	WWTP Headworks	
21,500.00	9956-923027-9549	
<u>County Rev.</u>	Patapsco WWTP	
	Headworks	
\$50,000.00	-----	9956-902889-9551-3
		Design

This transfer will cover costs of design for Project 1505 (SC 989, SC 990, SC 991, SC 988, WC 1326), On-Call Project and Construction Management Assistance Services, Task 015.

MINUTES

Mayor's Office of Homeless Services - Provider Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Provider Agreement with the University of Maryland, Baltimore. The period of the Provider Agreement is July 1, 2019 through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$124,997.00 - 4000-490820-3571-762400-603051

BACKGROUND/EXPLANATION:

The City has received a U.S. Department of Housing and Urban Development (HUD) grant to administer the Housing Opportunities for Persons with AIDS (HOPWA) Program. As a sub-recipient, the University of Maryland, Baltimore will provide mortgage assistance and support services to 100 low-income HIV-AIDS positive individuals and/or families in the City of Baltimore. The University of Maryland, Baltimore will offer service(s) through its HOPWA Housing Improvement Program.

The Provider Agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER ON AUGUST 22, 2019.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Provider Agreement with the University of Maryland, Baltimore.

MINUTES

Department of Transportation - Developer's Agreement No. 1674

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Developer's Agreement No. 1674 with Premier A-2 Federal Hill MD, LLC Developer.

AMOUNT OF MONEY AND SOURCE:

\$134,106.00 - Letter of Credit

BACKGROUND/EXPLANATION:

Premier A-2 Federal Hill MD, LLC will install new water services, conduit, street lighting, storm drains, sanitary sewer, and roadway and sidewalk improvement to its proposed new building located at 1900 South Charles Street. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Letter of Credit in the amount of \$134,106.00 has been issued to Premier A-2 Federal Hill MD, LLC, which assumes 100% of the financial liability.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of Developer's Agreement No. 1674 with Premier A-2 Federal Hill MD, LLC, Developer.

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 between the Mayor and City Council with 725 Pratt, LLC. The period of the agreement will commence upon Board approval and termination will be deemed in writing by the Department of Transportation.

AMOUNT OF MONEY AND SOURCE:

\$12,979.00 - 9950-906082-9512-000000-490375

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 11-529 was approved on May 9, 2012, determined that a Traffic Mitigation fee was required for the Development. The Developer proposes to perform the Scope of Work at 725 West Pratt Street, constructing an apartment building with 54 units and a total of 44,000 square feet.

The Developer agrees to make a one-time contribution in the amount of \$12,979.00, to fund the City's multimodal transportation improvements in the Development's vicinity.

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Traffic Mitigation Agreement between the Mayor and City Council with 725 Pratt, LLC.

MINUTES

Mayor's Office - Ratification of Extension to Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to ratify an extension to the Grant Agreement with Baltimore Sister Cities, Incorporated (BSCI). The Ratification extended the period of the grant agreement from July 1, 2019 through December 31, 2019.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On September 12, 2018, the Board approved the original grant Agreement with the BSCI in the amount of \$14,358.97 for the period of July 1, 2018 through June 30, 2019, with the option to extend for four additional one-year periods. The grant provided up to \$10,000.00 annually in operating support to the BSCI for July 1, 2018 through June 30, 2019.

The BSCI requested a ratification of the six-month extension of the initial period, in order to use unspent grant funds that remained as of June 30, 2019. The extension enabled the BSCI to bill for the remaining balance of grant funds equal to approximately \$929.00.

The BSCI was incorporated in December 2015 to establish, foster, and administer "Sister City" relationships between Baltimore and international cities in accordance with the policies of Sister Cities International (SCI) and the Mayor's Office; to establish committees charged with the day-to-day management of individual Sister City relationships; and to appoint individuals to be members of the committees.

MINUTES

Mayor's Office - cont'd

Collectively, these activities represent the "Program" of the BSCI that were supported by the grant. The BSCI is the successor to Baltimore Sister City Committees (BSCC). The BSCC through volunteers promoted mutual economic development, educational, cultural, health, environmental and other exchanges between Baltimore and international sister cities in the SCI network. The BSCC started in 1974 during the administration of Mayor William Donald Schaefer. The ratification is late because of changes in leadership within the BSCI, an all-volunteer-led organization, which led to a delay in receiving the request.

MBE/WBE PARTICIPATION:

MBE/WBE goals do not apply as there are no subcontractors and based on the size of the contract.

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified an extension to the Grant Agreement with Baltimore Sister Cities, Incorporated. The Mayor **ABSTAINED**.

MINUTES

Mayor's Office - Extension of Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Extension of Grant Agreement with Baltimore Sister Cities, Incorporated (BSCI). The period of the extension is July 1, 2019 through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 1001-000000-1250-775200-603050

BACKGROUND/EXPLANATION:

On September 12, 2018 the Board approved the original grant Agreement with the BSCI in the amount of \$14,358.97 for the period of July 1, 2018 through June 30, 2019, with the option to extend for four additional one-year periods. The grant provides up to \$10,000.00 annually in operating support to the BSCI.

A portion of funds in the amount of \$5,000.00 will be allocated for FY'20 and will be advanced immediately. This advance and the balance of FY'20 funds will be disbursed based on invoices documenting approved expenses.

The BSCI was incorporated in December 2015 to establish, foster, and administer "Sister City" relationships between Baltimore and international cities in accordance with the policies of Sister Cities International (SCI) and the Mayor's Office; to establish committees charged with the day-to-day management of individual sister city relationships; and to appoint individuals to be members of the committees.

Collectively, these activities represent the "Program" of the BSCI that will be supported by the grant. The BSCI is the successor to Baltimore Sister City Committees (BSCC). The BSCC through volunteers promoted mutual economic development, educational, cultural, health, environmental and other exchanges between

MINUTES

Mayor's Office - cont'd

Baltimore and international sister cities in the SCI network. The BSCC started in 1974 during the administration of Mayor William Donald Schaefer. The extension request was submitted late because of changes in leadership within BSCI that led to a delay in receiving the request.

MBE/WBE PARTICIPATION:

MBE/WBE goals do not apply as there are no subcontractors and based on the size of the contract. The grantee is a not-for-profit corporation established to carry out the objectives of the Sister Cities program.

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 Extension of Grant Agreement with Baltimore Sister Cities, Incorporated. The Mayor **ABSTAINED**.

MINUTES

Department of Law - Second Amendment to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Second Amendment to Agreement with Sedgwick Claims Management Services, Inc. ("Sedgwick"). The Second Amendment to Agreement extends the period of the Agreement through November 30, 2020.

AMOUNT OF MONEY AND SOURCE:

No cost time extension

BACKGROUND/EXPLANATION:**NON COMPETITIVE PROCUREMENT**

This request meets the condition that it is not practical to seek competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT

In 2013, the Department of Finance, Bureau of Purchases issued a Request for Proposals for Workers' Compensation Claims Administration, Solicitation No. B50003192 and its addendums. On March 26, 2014, the Board approved Contract No. B50003192, Workers' Compensation Claims Administration (the Agreement), wherein the Contractor agreed to furnish all labor, materials and equipment and perform all work required on items awarded under the Agreement, in accordance with each and every condition, covenant, stipulation, and term contained in the specifications and bid or proposal thereof. As of April 25, 2018, the City had exercised all the renewal options under the Agreement, extending its duration to March 31, 2020.

On January 15, 2020, the Board approved the First Amendment to Agreement which acknowledged among other items that the Department of Law, instead of the Department of Finance, was the responsible

MINUTESDepartment of Law - cont'd

party for the Workers' Compensation Claims Administration functions of the City under the Agreement. Under the terms of this Second Amendment to Agreement, the Department of Law extends the period of the Agreement through November 30, 2020 at no additional cost to the City as the Law Department needs time to develop a new Request for Proposals for Workers' Compensation Claims Administration and recommend a new award to the Board.

Pursuant to the Baltimore City Charter, Article VI, §11 (e)(i), it is not practical to obtain competitive bids prior to these actions by the Law Department. The Department of Finance has been provided written notice of this request and agrees with this action.

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 17% MBE AND 10% WBE ON FEBRUARY 7, 2012.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Second Amendment to Agreement with Sedgwick Claims Management Services, Inc.

MINUTESMayor's Office of Emergency Management - Subrecipient Agreements

The Board is requested to approve and authorize execution of the Subrecipient Agreements with the Maryland Emergency Management Agency.

1. **MARYLAND EMERGENCY MANAGEMENT AGENCY** **\$233,984.92**

Account: 4000-437420-2023-744500-600000

Account: 1001-000000-2131-228200-600000 (local match)

This is a federal grant that must be matched dollar for dollar with local in-kind assistance coming from service 608 general fund. The grant is the FY19 Emergency Management Performance Grant. It is provided to enhance and strengthen emergency management capabilities at the state and local level. The period of the agreement is October 1, 2018 through September 30, 2020.

2. **MARYLAND EMERGENCY MANAGEMENT AGENCY** **\$950,615.38**

Account: 4000-482020-2023-744500-600000

The FY19 State Homeland Security Program grant provides support of the development and sustainment of core capabilities to fulfill the goal of National Preparedness. Funding will be used for costs related to planning, organization, equipment, and training and exercise needs associated with acts of terrorism. The period of the grant award is September 1, 2019 through August 1, 2021.

The Subrecipient Agreements are late because of late receipt of award documents.

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Mayor's Office of Emergency Management - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Subrecipient Agreements with the Maryland Emergency Management Agency.

MINUTES

Department of Planning - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of a Grant Agreement with the Central Baltimore Partnership. The period of the Grant Agreement is January 1, 2020 through December 31, 2020.

AMOUNT OF MONEY AND SOURCE

\$50,000.00 - 1001-000000-1873-187400-603026

BACKGROUND/EXPLANATION:

The purpose of this Agreement is to create a nurturing climate for the arts in the City of Baltimore and to ensure that the arts are an effective revitalization tool for communities designated as Arts and Entertainment Districts by the Maryland State Arts Council, a unit of the Maryland Department of Commerce.

The Grant agreement is late because more time was needed for both parties to agree to the terms of the Grant Agreement.

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

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of a Grant Agreement with the Central Baltimore Partnership.

MINUTES

Department of Planning - Ratify Amendment to Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to ratify Amendment to Consultant Agreement with the National Aquarium, Inc. The period of the ratification was January 1, 2019 through December 31, 2019. The Board is also requested to ratify the services provided and increase the agreement amount by \$32,644.51.

AMOUNT OF MONEY AND SOURCE:

\$32,644.51 - 2026-000000-1873-751800-603026

BACKGROUND/EXPLANATION:

The Board awarded the initial Consultant Agreement on August 8, 2018 for \$25,000.00, using funds from the Casino Impact Area of South Baltimore, also known as the "South Baltimore Gateway." National Aquarium, Inc., the Consultant, agreed to advance environmental education and foster Green Schools programming in K-12 grades within the South Baltimore Gateway, as recommended in the South Baltimore Gateway Master Plan. The initial term of the project was through December 31, 2018, with an option to renew the Agreement for one additional one-year term.

The Consultant without Board approval worked closely with the City to continue to provide the services outlined under the Agreement through 2019, which included providing outreach to all twelve city public schools in the South Baltimore Gateway about environmental education opportunities, and providing technical and hands-on assistance on greening projects, grants-writing, and outdoor education to eight of them on an ongoing basis. In addition, the City and the Consultant co-developed a plan to provide additional professional development resources to teachers and nature experiences to students in the South Baltimore Gateway, in furtherance of the goals of the South Baltimore Gateway Master Plan, which was implemented in spring 2019. Through an oversight,

MINUTES

Department of Planning - cont'd

the contract option was not formally renewed. The Department is now respectfully requesting that the contract be retroactively extended through December 31, 2019 and that the amount be increased to pay for the work performed. The increase of \$32,644.51 will make the total contract amount \$57,644.51.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified the Amendment to Consultant Agreement with the National Aquarium, Inc.

UPON FURTHER MOTION, the Board ratified the services provided and increased the agreement amount by \$32,644.51.

MINUTES

Mayor's Office of Criminal Justice (MOCJ) - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Urban One, Inc. (Contractor). The period of the agreement is effective upon Board approval for one year.

AMOUNT OF MONEY AND SOURCE

\$230,000.00 - 5000-514420-2255-772500-603051

BACKGROUND/EXPLANATION:

On February 26, 2020, the Board approved a grant from the Governor's Office of Crime Control and Prevention (GOCCP) for \$250,000.00 to support Project Exile Media Program. MOCJ will utilize funds provided by GOCCP to contract with Urban One, Inc. to provide a media campaign. The campaign will include radio and digital advertising promoting the "I Care Campaign" to the Baltimore market. The I Care Campaign seeks to communicate non-violent messaging through events, videos, social posts, on-air interviews, commercials, and digital impressions. Additionally, the campaign will be broadcast and otherwise delivered on the following radio stations owned by Contractor: WERQ-FM, WWIN-FM, WOLB-AM, WWIN-AM, and Praise 106.1 (WLIF-HD2). The Contractor will organize campaign events in conjunction with these radio stations.

MBE/WBE PARTICIPATION

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an Agreement with Urban One, Inc.

MINUTES

Mayor's Office on Criminal Justice - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with the Family League of Baltimore City, Inc. The period of the agreement is effective upon Board approval through June 30, 2020.

ACTION REQUESTED OF B/E:

\$62,500.00 - 1001-000000-2255-772200-607001

BACKGROUND/EXPLANATION:

Human Services Article §9-233 (e)(1) of the Annotated Code of Maryland provides that the State and the local government will jointly fund an eligible youth services bureau. The State will provide 75% of the funding for an eligible youth services bureau, as provided in the State budget. The Local Management Board for Baltimore City is the Family League of Baltimore City, Inc. Family League, in turn, contracts with Youth Services Bureaus (YSB) to provide their operational expenses. As such Baltimore City is required to contribute a 25% match (\$62,500.00). The cash match will fund one YSB, the T.I.M.E. Organization.

The agreement is late because of the administrative process

MBE/WBE REQUIREMENT:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an Agreement with the Family League of Baltimore City, Inc.

MINUTES

EXTRA WORK ORDER

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Order

listed on the following page:

1216

The EWO was reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

MINUTES**EXTRA WORK ORDER**

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

Department of Transportation/Office
of Engineering and Construction

- | | | | |
|--|-----------------------------------|-------------|-----|
| 1. EWO #001, \$103,557.27 - TR 19002, Reconstruction of Footways
Citywide | | | |
| \$846,500.00 | J. Villa
Construction,
Inc. | 120
Days | 54% |

The Department is requesting an additional 120-day non-compensable time extension. The additional time is needed to complete the request for additional sidewalk repairs at various locations in the City.

This change order requires an increase to existing quantities as well as one new item, (703) Bollards. These bollards were acquired for the INSPIRE School Initiative for Forest Park High School as a result of a student walk path for Forest Park on Fordney Lane, which is in the City's right-of-way. It was determined that bollards were needed to deter vehicles from being parked on this student path. The Notice to Proceed was issued on April 22, 2019 with a completion date of February 5, 2020. The new completion date is June 4, 2020.

MBE/WBE PARTICIPATION:

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

MBE: 36%

WBE: 13%

THE EAR WAS APPROVED BY MWBOO ON FEBRUARY 19, 2020.

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. 013 to WSP USA Solutions, Inc. under Project 1405 (SC 877), On-Call Project and Construction Management Assistance. The Task Assignment is approximately eight months.

AMOUNT OF MONEY AND SOURCE:

\$136,713.11 - 9956-904564-9551-900010-705032

BACKGROUND/EXPLANATION:

The Department is in need of continued assistance from WSP USA Solutions, Inc. to provide on-site inspection services on SC 877-Enhanced Nutrient Removal Process at the Back River Wastewater Treatment Plant. The services provided will include rehabilitation of existing head chamber, mechanical room, fire piping room changes and various punch list items. The duration of the task is eight months; however, an amendment to extend the contract for one additional year is being processed and will extend the contract expiration date to June 11, 2021.

The services to be provided may include, but are not limited to assisting Construction Management Division with construction monitoring and inspection, preparation of daily reports, maintenance of project records and documentation, review and processing of Contractor's application for payment, attendance at progress meetings, preparation of record drawings, review of contract claims and supports, estimating, scheduling, project engineering, constructability reviews, construction contract administration, and MBE/WBE and wage regulation compliance reporting.

MINUTES

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

MBE/WBE PARTICIPATION:

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals assigned to the original agreement of MBE: 27% and WBE 10%.

THE EAR WAS APPROVED BY MWBOO ON JANUARY 15, 2020.

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. 013 to WSP USA Solutions, Inc. under Project 1405, On-Call Project and Construction Management Assistance.

MINUTES

Police Department - Grant Award Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Grant Award Agreement with the U.S. Department of Justice for the Capacity Enhancement and Backlog Reduction (CEBR) Program, Award No. 2019-DN-BX-0088. The period of the Grant Award Agreement is January 1, 2020 through December 31, 2021.

AMOUNT OF MONEY AND SOURCE:

\$252,000.00 Account Number: 4000-469820-2024-212600-600000

BACKGROUND/EXPLANATION:

The CEBR Program will support the Police Department's Crime Laboratory, reduce the backlog, and improve turnaround time through increased sample processing. The funds will be used to support the salaries of three Forensic Scientists and training of two DNA Analysts on the TrueAllele software through admission into the vendor training program. The grant funds will be used for personnel and training.

The Grant Award Agreement is late because of delays in the administrative process.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Grant Award Agreement with the U.S. Department of Justice for the Capacity Enhancement and Backlog Reduction Program, Award No. 2019-DN-BX-0088.

MINUTES

Police Department - Grant Award Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Grant Award Agreement with the Governor's Office of Crime Control and Prevention (GOCCP) for the Sexual Assault Response Team and Human Trafficking project, Award No. VOCA-2018-0139. The period of the Grant Award Agreement is October 1, 2019 through September 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$1,168,013.00 - 4000-412720-2021-746300-607004 (Grant Funds)
292,501.00 - 1001-000000-2021-213000-601062 (Cash Match)
\$1,460,514.00 - Total

BACKGROUND/EXPLANATION:

The Police Department has received the Victims of Crime Act Grant from the GOCCP. This grant was previously accepted by the Board on November 6, 2019 with the above account number under Award No. VOCA 2018-0084. However, this is a modified/replacement version of that grant award with increased grant funds.

The award budget and scope were recently revised to obtain additional funds and take on more staff members, to include additional homicide advocates.

The Police Department's SART (Sexual Assault Response Team) and Human Trafficking Program assists in developing and implementing strategies and services specifically intended to provide assistance to victims of crime in Baltimore City. This program is in partnership with the State's Attorney Office, Mercy Medical Center, and the Mayor's Office of Criminal Justice in a collaborative effort to curb domestic violence, human trafficking and sexual assault.

MINUTES

Police Department - cont'd

The Grant Award Agreement is late because of the late receipt of the award documents and delays in the administrative process.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Grant Award Agreement with the Governor's Office of Crime Control and Prevention for the Sexual Assault Response Team and Human Trafficking project, Award No. VOCA-2018-0139.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement

- | | | |
|---|---------|---------|
| 1. PRO-FIX MEDICAL
REPAIR AND SALES, LLC | \$ 0.00 | Renewal |
| Contract No. 08000 - Stretcher Repairs - Baltimore Fire
Department - P.O. No.: P538919 | | |

On March 15, 2017, the Board approved the initial award in the amount of \$200,000.00. The award contained three renewal options. Two renewal options have been exercised. This final renewal in the amount of \$0.00 is for the period March 15, 2020 through March 14, 2021. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. This is a sole source contract. These services are only available from the vendor and are not available from subcontractors.

- | | | |
|---|----------------|---------|
| 2. METROPOLITAN PROTECTIVE
SERVICES, INC. | \$1,500,000.00 | Renewal |
| Contract No. B50004352 - Armed Security Guard - Departments of
General Services, Health, Public Works, etc. - P.O. No.:
P534694 | | |

On March 2, 2016, the Board approved the initial award in the amount of \$150,000.00. The award contained five 1-year renewal options. Subsequent actions have been approved. This fourth renewal in the amount of \$1,500,000.00 is for the period March 2, 2020 through March 1, 2021, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On October 26, 2015, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON OCTOBER 26, 2015.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

- | | | |
|--|--------------|---------|
| 3. MILLENNIUM AUTO PARTS
AND SERVICES | \$ 24,000.00 | Renewal |
| Contract No. B50005375 - Used Salvage/Foreign and Domestic Auto Parts - Department of General Services - P.O. No.: P543465 | | |

On April 20, 2018, the City Purchasing Agent approved the initial award in the amount of \$24,500.00. The award contained two renewal options. On March 15, 2019, the City Purchasing Agent approved the first renewal in the amount of \$0.00. This final renewal in the amount of \$24,000.00 is for the period April 18, 2020 through April 17, 2021. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. The award is below MBE/WBE subcontracting threshold of \$50,000.00.

- | | | |
|---|--------------|---------|
| 4. ROYAL ARC WELDING
COMPANY | \$ 24,000.00 | Renewal |
| Contract No. B50004969 - Crane Inspections and Repairs - Department of General Services - P.O. No.: P539556 | | |

On May 15, 2017, the City Purchasing Agent approved the initial award in the amount of \$24,500.00. The award contained two renewal options. On March 15, 2019, the City Purchasing Agent approved the first renewal in the amount of \$0.00. This final renewal in the amount of \$24,000.00 is for the period May 15, 2020 through May 14, 2021. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. The award is below MBE/WBE subcontracting threshold of \$50,000.00.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

- | | | |
|---|--------------|---------|
| 5. T AND J JEONG,
INC. | \$ 50,000.00 | Renewal |
| Contract No. 06000 - Furnish and Deliver Authentic Korean Meals for the Greenmount Senior Center - Department of Health - P.O. No.: P534305 | | |

On January 27, 2016, the Board approved the initial award in the amount of \$179,550.00. The award contained one renewal option. Subsequent actions have been approved. This sole renewal in the amount of \$50,000.00 is for the period April 1, 2020 through March 31, 2021.

MBE/WBE PARTICIPATION:

On Solicitation B50004335, it was determined that no goals would be set because of no opportunity to segment the contract.

- | | | |
|--|--------------|---|
| 6. THE HIDE OUT -
ROYCE SHIELDS | \$ 33,040.00 | Non-competitive/
Procurement/
Sole Source |
| Contract No. 08000 - Firefighter ID Tags - Baltimore Fire Department - Req. No.: R845833 | | |

This request meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

The Vendor is the manufacturer's sole authorized source of these products which must be compatible with currently used equipment at the Fire Department. This is 90% grant funded. The period of the award is March 25, 2020 through March 24, 2023 with one 2-year renewal option. The above amount is the City's estimated requirement.

MINUTES**INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS**

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Procurement - cont'd

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking, nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, §11 (e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

Not applicable. This meets the requirement for certification as sole source procurement as these commodities are only available from the distributor, and are not available from subcontractors.

- | | | |
|--|--------------|--|
| 7. ROUTESMART
TECHNOLOGIES,
INC. | \$194,123.00 | Non-competitive/
Procurement/Sole
Source Agreement |
| Contract No. 08000 - RouteSmart Maintenance and Support Services Agreement - Department of Public Works - Bureau of Water and Wastewater - P.O. No.: P550527 | | |

This request meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

The Board is requested to approve and authorize execution of an Agreement with RouteSmart Technologies, Inc. The period of the agreement is effective upon Board approval for five years.

Execution of this agreement will provide software and support services to facilitate RouteSourcing rerouting services for approximately 407,000 water meter locations to balance the number of accounts each water billing cycle and geographically arrange routes per cycle for City's network of Automatic Meter Installation/Automatic Meter Reading (AMI/AMR) technology.

MINUTES**INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS**

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking, nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, §11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

Not applicable. The Vendor is the sole proprietor of the software.

8. TRIMBLE INC.		Non-competitive/ Procurement/Sole
	\$124,188.50	Source Agreement

Contract No. 08000 - Telog Hardware Upgrades - Department of Public Works - Bureau of Water and Wastewater - P.O. No.: R841537

This request meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

The Board is requested to approve and authorize execution of an Agreement with Trimble Inc. The period of the agreement is effective upon Board approval for one year.

Execution of this agreement will provide new Remote Terminal Units and other parts needed to maintain the telemetry

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

monitoring of the Water Distribution System. Their required hardware can only be sourced through Trimble Inc.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking, nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, §11 (e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

Not applicable. The Vendor is the sole proprietor of the software.

9. **ITEM #16**

LAWMEN SUPPLY COMPANY, INC.	\$ 5,000.00
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ITEMS #2-4, 7, 10 & 15

HOWARD UNIFORM COMPANY	70,000.00
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ITEMS #1,5,8,9,11-14 & 16

F&F A. JACOBS & SONS, INC.	75,000.00
	<u>\$150,000.00</u>

Extension

Contract No. B50003266 - Police Uniforms - Baltimore City Police Department - P.O. Nos.: P526078, P526079 and P526080

On January 8, 2014, the Board approved the initial award in the amount of \$670,000.00. The award contained four renewal options. Subsequent actions have been approved and four renewal options have exercised. An extension is necessary to

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

continue police uniform services while a new solicitation B50005656 is being drafted and awarded. The period of the extension is January 8, 2020 through September 30, 2020. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking, nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, §11 (e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

On September 27, 2013, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON SEPTEMBER 27, 2013.

10. ALL CAR LEASING,
INC. d/b/a NEXTCAR

\$ 0.00	Extension
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Contract No. B50004356 - Leasing 4 x 4 Sport Utility Vehicles
- Department of Transportation and Baltimore Police Department
- P.O. No.: P533819

On December 9, 2015, the Board approved the initial award in the amount of \$700,000.00. The award contained two renewal options. Subsequent actions have been approved and two renewal options have been exercised. An extension is necessary to continue to provide services while a new solicitation is released and awarded. The contract expires on April 30, 2020. The period of the extension is May 1, 2020 through September 30, 2020. The above amount is the City's estimated requirement.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

MBE/WBE PARTICIPATION:

On October 21, 2015, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON OCTOBER 21, 2015.

11. CATERING BY YAFFA,
INC. (KOSHER)
CULINARY SERVICES,
GROUP, LLC
MEALS ON WHEELS OF
CENTRAL MARYLAND, INC.

\$375,000.00

Extension

Contract No. 06000 - Eating Together in Baltimore Program -
Health Department - P.O. Nos.: P543163, P543176 and P543164

On March 14, 2018, the Board approved the initial award in the amount of \$729,684.50. Subsequent actions have been approved. An extension is necessary to continue the temporary services for the Eating Together in Baltimore Program until Solicitation B50005878 is awarded. The contract expires on March 31, 2020. The period of the extension is April 1, 2020 through June 30, 2020. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

No MBE/WBE participation goals were formally set due to the urgent nature of these services, entered into as an emergency contract upon default of the prior.

- | | | |
|--------------------|---------------------|------------------|
| 12. SPARKS QUALITY | \$ 0.00 | Ratification and |
| FENCE COMPANY | 250,000.00 | Extension |
| | <u>\$250,000.00</u> | |

Contract No. B50003210 - Fencing Installation and Repair -
Department of General Services, Department of Public Works,

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

Department of Transportation, Department of Recreation and Parks, Baltimore City Police, and Baltimore City Fire Department - P.O. No. P527150

On April 16, 2014, the Board approved the initial award in the amount of \$394,187.00. The award contained four renewal options. Subsequent actions have been approved. An extension is necessary to continue fencing installation and repairs for various agencies throughout the City during the bid solicitation process for a new contract. The period of the ratification is December 1, 2019 through March 17, 2020. The period of the extension is March 18, 2020 through September 30, 2020. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On December 11, 2013, MWBOO set goals of 13% MBE and 0% WBE. On March 2, 2020, Sparks Quality Fence Company was found in non-compliance but has an approved plan and agreement with impacted MBE/WBEs.

	<u>Commitment</u>	<u>Performed</u>	
MBE: Precision Fence Company	13%	\$168,079.00	8.34%

MWBOO FOUND VENDOR IN NON-COMPLIANCE ON MARCH 2, 2020.

13. AUSTON TRANSFER AND PROCESSING, LLC			Non-competitive/ Procurement/ Renewal
	\$ 60,000.00		
<u>Contract No. B50004534 - Scrap Tire Collection, Disposal and Recycling Service - Department of Public Works - Solid Waste - P.O. No.: P535433</u>			

MINUTES**INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS**

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Procurement - cont'd

This request meets the condition that there is no advantage in seeking competitive responses.

STATEMENT OF PURPOSE AND RATIONALE FOR NON-COMPETITIVE PROCUREMENT:

On May 4, 2016, the Board approved the initial award in the amount of \$67,500.00. The award contained four renewal options. Three renewal options have been exercised. This final renewal in the amount of \$60,000.00 is for the period

May 6, 2020 through May 5, 2021. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking, nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, §11 (e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

On February 26, 2016, it was determined that no goals would be set because there is no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON FEBRUARY 26, 2016.

- | | | |
|---|----------------|---|
| 14. SIERRA-CEDAR,
INC. | \$1,500,000.00 | Amendment to Master
Services Agreement |
| City and County of Denver Contract No. TECHS-201523139-
B50005459 - Enterprise Resource Planning (ERP) Project Sierra-
Cedar - Finance, DHR, BCIT - P.O. No.: P548265 | | |

The Board is requested to approve and authorize execution of an Amendment to Master Services Agreement with Sierra-Cedar, Inc. The contract expires on December 31, 2021.

MINUTES

Department of Public Works/Office - Amendment No 3 to Agreement
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 3 to Agreement (Amendment No. 3) with Whitman, Requardt & Associates LLP under SC 877, Ratification PAS Enhance Nutrient Removal at the Back River Wastewater Treatment Plant. The current expiration date is January 26, 2020 and the new expiration date is January 26, 2021.

AMOUNT OF MONEY AND SOURCE

\$0.00 - 9956-904564-9551-900020-703032

BACKGROUND/EXPLANATION:

The Office of Engineering and Construction is requesting Amendment No. 3 to continue providing post award engineering services for SC 877 - Ratification PAS Enhanced Nutrient Removal at the Back River Wastewater Treatment Plant. To date, final acceptance of the construction work has not yet been issued by the Office of Engineering and Construction as the contractor still has remaining work to be completed. Amendment No. 3 will increase the duration of the contract by 12 months for a total contract duration of 87 months. The requested time extension for this Amendment No. 3 is needed for the Consultant to continue providing engineering services to the Office of Engineering and Construction related to technical matters and project management. No additional funds are requested.

The scope of the original agreement includes review and approve contractor shop drawings, evaluate proposed change orders, if any, respond to contractor request for information, prepare engineer's operation and maintenance manuals, provide assistance with the training of the plant operation and maintenance personnel on the wastewater system provided in this project, process control system consultation, integration and coordination, assist the City with the preparation of the required start up and performance testing

MINUTES

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

program necessary to monitor the Contractor's plant start up and performance test. The Consultant will also provide a full-time resident engineer onsite to provide technical assistance in the field, monthly progress meetings, and periodic coordination meetings with ongoing projects. In addition, the Consultant will prepare and input equipment data into the City existing Maintenance Information and Management Systems (MIMS), operational assistance during the first year of operation with performance verification and certification, conduct conditional and final acceptance inspection, and prepare punch list items and record drawings. The Consultant was approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission to design this project.

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals assigned to the original agreement.

MBE: 27%

WBE: 10%

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 Amendment No. 3 to Agreement with Whitman, Requardt & Associates LLP under SC 877, Ratification PAS Enhance Nutrient Removal at the Back River Wastewater Treatment Plant.

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 the Agreement with EMA, Inc. under SDC 7794. The period of the agreement is effective upon Board approval for 24 months or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE

\$398,211.14 - 9958-918018-9520-900020-703032

BACKGROUND/EXPLANATION:

The Office of Engineering and Construction has requested EMA, Inc. to provide Post Award Services for the construction of SDC 7794-Colgate Stormwater Pumping Station Upgrade. Under this agreement, EMA, Inc. will provide various engineering services during construction including review of shop drawings, schedule of value, test sample results, all submittals, review and evaluate proposed change orders (PCOs), and will review and approve construction schedule. In addition, EMA, Inc. will respond to Request For Information (RFI), maintain a log listing all submittals and the status of the review and approvals, attend construction progress meetings, and many more construction services.

MBE/WBE PARTICIPATION:

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals assigned to this agreement.

MBE: 7%

WBE: 5%

THE EAR WAS APPROVED BY MWBOO ON DECEMBER 19, 2019.

APPROVED FOR FUNDS BY FINANCE

MINUTES

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

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 the Agreement with EMA, Inc. under SDC 7794.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

On the recommendations of the City agencies
hereinafter named, the Board,

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following pages:

1238 - 1240

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Public Works

1. SC 1001 Spiniello Companies \$8,873,300.00
 Rehabilitation
 and Improvements
 To Sanitary Sewers
 at various Locations
 in Baltimore City

On December 18, 2019, the Board opened four bids for SC 1001. The bids ranged from a low of \$8,873,300.00 to a high of \$15,162,416.55. Spiniello Companies bid is 19.84% below the Engineers' estimate of \$11,070,098.53 due to highly competitive market conditions.

MBE/WBE PARTICIPATION:**MWBOO SET GOALS OF 9% FOR MBE AND GOALS OF 4% FOR WBE.**

MBE: P & P Sewer Tech, Inc.	\$314,003.86	3.53%
Machado Construction Company Inc.	150,645.00	1.69%
Economic International Construction Co., Inc.	<u>333,948.14</u>	<u>3.76%</u>
TOTAL MBE:	\$798,597.00	9.00%
WBE: Empire Landscape, LLC	\$ 41,695.00	0.46%
TFE Resources, Ltd.	<u>313,237.00</u>	<u>3.53%</u>
TOTAL WBE:	\$354,932.00	3.99%

MWBOO FOUND VENDOR IN COMPLIANCE ON JANUARY 12, 2020.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Public Works - cont'd</u>		
2. \$9,583,164.00 (Revenue Bonds)	9956-903569-9549 Sanitary Sewer Replace/Rehab.	9956-903957-9551-3 (Design)

This transfer will cover expenses for SC 1001 - Rehabilitation and Improvement to Sanitary Sewer at Various Locations in Baltimore City.

Department of Transportation

3. TR 19017 Conduit System Reconstruction at Various Locations Citywide JOC	Allied Contractors Inc.	\$6,382,300.00
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MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 9% FOR MBE AND GOALS OF 4% FOR WBE.

MBE: J.M. Murphy Enterprises, Inc.	\$575,000.00	9.00%
WBE: S & L Trucking, LLC.	\$220,752.00	3.45%
Sunrise Safety Services, Inc.	<u>35,000.00</u>	<u>0.55%</u>
	\$255,752.00	4.00%

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation - cont'd</u>		
4. \$5,139,645.00	9962-937004-9563	
Others	Conduit New Construction	
2,200,000.00	9962-937006-9563	
Others	Reconstruct Man-holes- Various	
<u>\$7,339,645.00</u>		
\$6,382,300.00	-----	9962-903080-9562-6 Structure & Improvements
638,230.00	-----	9962-903080-9562-5 Inspection
<u>319,115.00</u>	-----	9962-903080-9562-2 Contingencies Conduit Reconst. CW TR 19017
\$7,339,645.00		

This transfer will fund the costs associated with award of Project TR 19017, Conduit System Reconstruction @ Various Locations Citywide JOC, with Allied Contractors, Inc.

A PROTEST WAS RECEIVED FROM ROBERT FULTON DASHIELL, ESQ. P.A. ON BEHALF OF HIGHLANDER CONTRACTING COMPANY, INC.

RESPONSES TO THE PROTEST WERE RECEIVED FROM BISHOP L. ROBINSON JR., LLC ON BEHALF OF ALLIED CONTRACTORS, INC.

Robert Fulton Dashiell, ESQ. P.A.

Robert Fulton Dashiell
Principal
robertdashiell@dashiell-lawoffice.com

Senchal Dashiell Barrolle
Associate Principal
sbarrolle@dashiell-lawoffice.com

1726 Whitehead Road
Woodlawn, Maryland 21207
Telephone: (410) 547-8820
Facsimile: (443) 637-3718

Baltimore City Office
2423 Maryland Avenue, Suite 100
Baltimore, Maryland 21218

March 9, 2020

Honorable President
and Members of the Board of Estimates
c/o Harriette Taylor, Clerk
204 City Hall
100 N. Holliday Street
Baltimore, MD 21202

(Hand-delivery)

Re: Protest of Highlander Contracting Company/
Tr-19017 Conduit System Reconstruction

Dear Mr. President and Honorable Board Members:

I represent the protestor, Highlander Contracting Company, Inc. (“Highlander”), the lowest responsible bidder for the above referenced contract. Highlander opposes the recommendation to award the contract to Allied Contractors, Inc. (“Allied”) on the grounds that Allied is not a responsible bidder. Article 11, Section H of the Baltimore City Charter requires the Board of Estimates (the “Board”) to award competitively bid contracts to the lowest responsive and responsible bidder. A responsible bidder is “one that has the capability in all respects to perform fully the Contract requirements, and the **integrity and reliability which shall assure good faith performance**”. (See Baltimore City Standard Book of Specifications-Green Book, Section 00 23 00.01). We show below that Allied has repeatedly violated the terms of the Green Book and, therefore, should not be regarded as a responsible bidder.

In its bid Allied has proposed to satisfy the MBE participation goals by use of a minority firm known as J.M. Murphy Enterprises (“Murphy”). As shown on Exhibit 1, Allied has utilized Murphy to satisfy some or all of the minority participation requirements on contracts awarded to it by the City since August 2014 (the “Prior Contracts”). The provisions of the Green Book

require that all subcontractors must submit a work capacity statement and be prequalified before they commence work. (See Green Book, sections 00 21 13.20 B, and 00 73 81 A, H and J.).

Before permitting Murphy to commence work on either of the Prior Contracts Allied was required to have made a request to do so and each request should have been accompanied by Murphy's work capacity statement and a consent from Allied's surety. (See Green Book, Section 00 51 00.08 B). Only subcontractors whose prequalification have been reviewed and approved in that manner are authorized to enter upon the work site to perform work. (See Green Book, *id.*). On information and belief, Allied permitted Murphy to enter upon the worksites of each of the Prior Contracts without first obtaining approval from the City, in violation of the express terms of the Green Book.

The fact that Allied has, again, proposed to utilize Murphy exclusively to satisfy the MBE participation goals when Murphy was not prequalified and without insuring that Murphy will have sufficient work capacity suggests that Allied intends to continue its improper actions. For the foregoing reasons, Allied should be declared a non-responsible bidder and the contract should be awarded to Highlander.

Very truly yours

A handwritten signature in black ink, appearing to read "R. Dashiell", written over the typed name.

Robert Fulton Dashiell

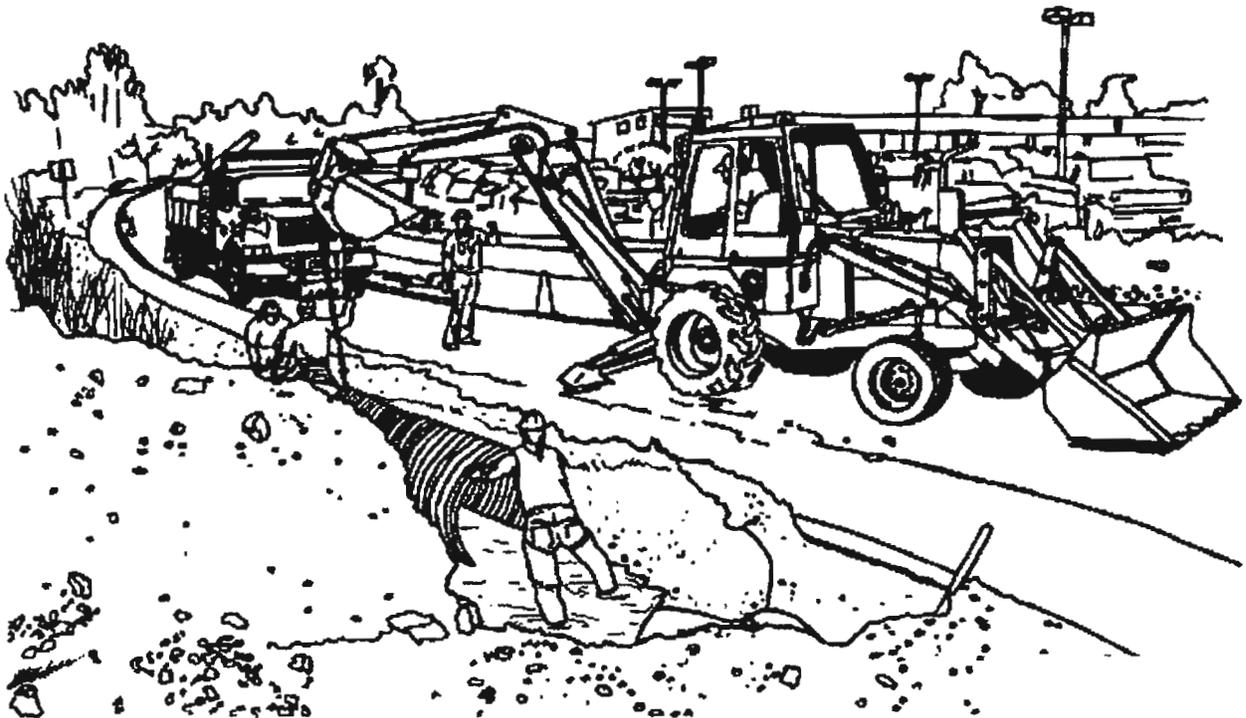
Type	BOE Date	Contract	Description	Total Contract Value/ Change Order Value	JM Murphy Subcontract Value	JM Murphy Prequal Value	JM Murphy Date	Surplus/ Shortfall
Award	8/27/2014	SWC 7764	Race Street Culvert Replacement	\$ 2,437,080.00	\$ 61,000.00			
Award	11/19/2014	TR 10325	Druid Hill Park Neighborhood Access	\$ 1,897,740.00	\$ 317,000.00			
Award	2/11/2015	RP 14827	Northwest Park Playground	\$ 258,000.00	\$ 5,200.00			
Award	3/25/2015	TR 15005	Structural Repairs on Bridges Citywide	\$ 897,600.00	\$ 162,500.00			
Award	4/22/2015	B5001768	Sidewalk repairs	\$ 300,000.00	\$ 22,760.71			
			Total for 5/28/2014 thru 6/10/2015		\$ 568,460.71	\$ 72,000.00	5/28/2014-6/10/2015	
Award	10/14/2015	TR 15019	Conduit System Repairs at Various Locations	\$ 1,659,750.00	\$ 100,400.00			
Award	10/21/2015	RP 15816	Cyburn Arboretum Formal Garden Improvements	\$ 222,200.00	\$ 44,500.00			
Award	12/16/2015	RP 15824	Fiscal Year 2015 Playground & Court Improvements	\$ 611,000.00	\$ 25,000.00			
Change Order Award	6/8/2016	TR 15005	Structural Repairs on Bridges Citywide	\$ 741,920.00	\$ 133,545.60			
Award	7/27/2016	TR 15021 R	Citywide Signing for Parking Restrictions	\$ 1,805,080.00	\$ 91,000.00			
			Total for 6/10/2015 thru 8/10/2016		\$ 394,445.60	\$ 288,000.00	6/10/2015-8/10/2016	
Award	8/10/2016	TR 16010	Structural Repairs on Bridges Citywide	\$ 824,530.00	\$ 215,000.00			
Award	11/30/2016	ER 4097	Watershed 263 Phase 3 & 4 Repair Western Run	\$ 406,477.00	\$ 57,000.00			
Award	3/1/2017	TR 11319	Jones Falls Trail Phase V	\$ 9,442,752.00	\$ 560,017.60			
Award	4/26/2017	RP 17801	FY-16 Playground Improvements	\$ 719,200.00	\$ 57,600.00			
Change Order Award	9/20/2017	TR 16010	Structural Repairs on Bridges Citywide	\$ 41,440.00				
Award	9/27/2017	TR 17007	Structural Repairs on Bridges Citywide	\$ 767,410.00	\$ 176,000.00			
Change Order Award	10/25/2017	TR 15021 R	Citywide Signing for Parking Restrictions	\$ -				
Award	4/25/2018	RP 17817	Skatepark of Baltimore Phase III	\$ 1,748,200.00	\$ 101,000.00			
Change Order Award	6/6/2018	TR 15021 R	Citywide Signing for Parking Restrictions	\$ 1,327,458.00	\$ 66,372.90			
			Total 8/10/2016 thru 8/10/2018 (2 yr review)		\$ 1,232,990.50	\$ 1,044,000.00	8/10/2016-8/10/2018	
Change Order Award	8/15/2018	TR 17007	Structural Repairs on Bridges Citywide	\$ 573,672.00	\$ 131,370.89			
Award	7/24/2019	TR19009	Structural Repair Citywide JOC	\$ 1,494,700.00	\$ 300,025.00			
			Total for Fiscal 2018-2020 (2 Year prequal)		\$ 431,395.89	Not Prequalified		
Pending Award		TR 19017	Potential Award	\$ 6,383,300.00	\$ 574,407.00			
			Total for Fiscal 2020-2022 (2 Year prequal)			\$ 360,000.00	1/15/2020	

EXH. 1

**CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS**

Specifications

**Materials, Highways, Bridges,
Utilities, and Incidental
Structures
2006**



Stephanie Rawlings-Blake, Mayor
City of Baltimore

waived. The City shall ascertain the facts and make the adjustment for extending the completion date as in its judgment the findings justify.

00 21 13.17 BID AND PAYMENT FOR WORK

- A. Unit prices: The Contractor shall Bid and accept a "unit price" for each of the unit price items in the Bid. The price per unit shall be multiplied by the estimated quantity for each item to tabulate the total estimated price for these items. This total price shall be added to the "lump sum" price items in the Bid to arrive at a Bid total for comparison of Bids and award of Contract.
- B. Lump Sum Prices: The Contractor shall Bid and accept a "lump sum" price for each of the "lump sum" items in the Bid. "Lump sum" prices constitute full payment for all Work called for under these items. Any alterations in the Plans and/or Specifications included in such "lump sum" prices which cause increased cost, or results in decreased cost to the Contractor, shall be paid for by the City, or credited to the City, in accordance with 01 26 10.

00 21 13.18 TAXES – RESPONSIBILITY FOR PAYMENT AND EXEMPTIONS

- A. The Contractor is responsible for and, by submitting a Bid, agrees to pay all retail sales tax, income tax, real estate tax, use tax, transportation tax, special taxes and any other taxes applicable to and assessable against any labor, materials, equipment, processes, and/or operations incident to or involved in the Work. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay same.
- B. Contractors and Subcontractors should include the Maryland Sales and Use Taxes on all purchases. The Contractor will be required to pay the taxes on all purchases and can recover it only as part of its Bid.

00 21 13.19 COLLUSION AMONG BIDDERS

- A. An affidavit certifying anti-collusion activities of the Contractor is included with the Bid form and made a part thereof.
- B. The Contractor agrees that any violation of any of the representations contained in the foregoing affidavit shall constitute a breach of said Contract, and the City's remedies for any such breach as provided in the Contract Documents shall be in addition to and not in lieu of any other remedies or penalties provided or allowed by law or equity.

00 21 13.20 PRE-QUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS

- A. All Contractors and Subcontractors desiring to Bid on, or subcontract for, work for this Standard (Bid) under the jurisdiction of the City of Baltimore and whose Bid or Contract amount will be twenty-five thousand dollars (\$25,000.00) or more, will be required to be pre-qualified for work categories involved. All Contractors bidding on this standard must first be pre-qualified by the City of Baltimore Contractors Qualification Committee.

RAILROAD GRADE SEPARATION	The term "railroad grade separation" shall mean any overpass or underpass which shall eliminate any railroad grade crossing, and shall embrace the overpass and underpass structure and the approaches thereto, and such entrance plazas, interchanges, connecting highways and other structures which the City may deem necessary in connection therewith, together with all property, rights, easements, franchises and interests acquired by the City for the construction and operation of such railroad grade separation.
RELEASE OF RETAINAGE	Full Retainage is released, at the City's sole discretion, upon Final Acceptance of the project. Partial release of retainage may occur prior to release of the final payment at the City's discretion.
REQUEST FOR INTERPRETATION (RFI)	Request for additional information and/or clarification of the Contract Documents by the Contractor, Design Consultant, or City.
RESPONSIBLE BIDDER OR OFFEROR	A person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which shall assure good faith performance.
RESPONSIVE BIDDER	A person who has submitted a Bid under procurement by competitive sealed bidding which conforms in all material respects to the requirements contained in the Invitation for Bids.
RETAINAGE	The sum withheld from progress payment. The Contract value of Work satisfactorily performed during the preceding calendar month will be paid to the Contractor, less 10%, subject to other provisions of the Contract Documents. When such ten percent (10%) retainage amounts to five percent (5%) of total Contract value, plus authorized extras and additions, no further retainage will be deducted from the monthly payments due the Contractor if the City, in its sole discretion, deems the Contractor's performance up to that point satisfactory. The five percent (5%) retainage will not be released until final payment (unless partially released in a semi-final payment). When the amount earned during any one (1) month period, less the appropriate retained percentage, shall be less than five hundred dollars (\$500.00), no payment will be made except on the last current estimate, until the last preceding payment is at least five hundred dollars (\$500.00).
RIGHT-OF-WAY	The area, which has been acquired and reserved by the City for use in constructing the proposed improvement and appurtenances thereto.

of money, nor any payment for nonacceptance of the whole or any part of the Work by the City or the Engineer, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any portion of the Contract Documents or of any power herein reserved by the City, or any right to damage herein provided, nor shall any waiver of any breach of the Contract Documents be held to be a waiver of any other or subsequent breach.

00 73 81 SUB-LETTING OR ASSIGNING OF CONTRACT

- A. The Contractor shall give its personal attention constantly to the faithful performance of the Work, shall keep the same under its own control, and shall not assign the Contract by power of attorney or otherwise, nor sublet the Work or any part thereof, without the previous written consent of the Engineer. The Contractor shall state to the Engineer, in writing, the name of each Subcontractor it intends employing, the portion of the Work which each Subcontractor is to do, their place of business and such other information as the Engineer may require, in order to know whether such Subcontractors are reputable and reliable, and able to perform the Work or to furnish the materials as called for in the Specifications. Only Subcontractors pre-qualified in accordance with 00 21 13.20 shall be allowed at the Work area or allowed to furnish labor. A Subcontractor may not sublet Work assigned to it.
- B. The Contractor shall perform with its own organization, Work amounting to not less than fifty-one percent (51%) of the remainder obtained by subtracting from the total original Contract value the sum of any items designated in the Contract as "specialty items" and/or MWBOO requirements.
- C. The Contractor shall not, either legally or equitably, assign any of the monies payable under the Contract, or its claims thereto, unless by and with the like consent of the Engineer.
- D. The Contractor shall not be released from any of its liabilities or obligations under its Contract should any Subcontractors fail to perform in a satisfactory manner the Work undertaken by them.
- E. The Contractor agrees that it is as fully responsible to the City for the acts and omissions of its Subcontractors, suppliers, consultants, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of those directly employed by it.
- F. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the City.
- G. No Subcontractor will be considered for approval, unless the Contractor submits the Maryland State License Number of the Subcontractor. The Contractor's attention is hereby directed to 01 41 26 "Permits, Licenses, Charges and Notices", in the general conditions.
- H. All Subcontractors on this project must be pre-qualified by the City of Baltimore in accordance with the procedures adopted by the Board of Estimates.
- I. If a payment and performance Bond is required by the Contractor, the cost of such bond will be paid for by the Contractor.

- J. All proposed Subcontractors must submit a Work Capacity Statement prior to beginning Work on the project.

00 73 82 CONTRACT TIME FOR COMPLETION OF THE WORK

- A. The Contractor accepts this Contract with the understanding and intention to perform fully, entirely and in an acceptable manner the Work contracted for within the time stipulated in the Bid, accounting from the date provided for in 00 55 00.01, "Notice to Proceed and Prosecution of Work". The Contract time is on a Calendar Day basis and it shall consist of the number of consecutive Calendar Days stated in the Contract, including all Sundays, holidays, and non-work days. Time is of the essence of this Contract.
- B. The Contractor shall complete the Work in the number of Calendar Days indicated in the Bid Book and Contract Documents, if subsequently amended by Change Order, or shall be considered in default under the terms of the Contract. If the Contractor is so considered in default, then Contractor and its Surety shall then be required to pay the City an amount/sum equal to the daily amount of liquidated damages as specified in the Contract multiplied by the number of days the Work remained incomplete past the approved Contract completion date. The parties mutually acknowledge and agree that the amount/sum stipulated in the Contract as liquidated damages is based on a reasonable forecast of the damages the City would incur on a daily basis as a result of the Work not being completed by the approved Contract completion date, and is not intended to be nor shall it be construed by either party to be a penalty for late completion of the Work. This amount/sum will be deducted from the monthly and/or final payments on the Contract, unless such time extension and/or waiver of liquidated damages is approved by the City and the Board of Estimates. The decision of the Board of Estimates shall be final, conclusive and binding upon the Contractor.
- C. Any Contractor wishing to extend the number of Calendar Days of its Contract shall make written application thereof, in writing, addressed to the Engineer within ten (10) days after the occurrence of the event for which such allowance is claimed, or be deemed to have forever and unconditionally waived and released any such time extension request, claim and/or costs and expenses arising out of or relating to any such actual or alleged delay.
- D. If the beginning or prosecution of the Work shall be delayed or suspended in consequence of any act or omission of the City, and not by any fault of the Contractor, then subject to other provisions of the Contract Documents, the time for completion of the Work shall be increased by a period of time equal to the aggregate actual time, expressed in Calendar Days and parts of days during which the beginning or prosecution of critical path Work has been so delayed or suspended.
- E. No allowance shall be made for delay or suspension of the prosecution of the Work due to the fault of the Contractor.
- F. Notwithstanding any other provisions of the Contract Documents, Contractor agrees that in no event shall it make a claim or other demand against the City for any delay, disruption or hindrance to the prosecution of the Work unless Contractor is subjected to a complete and full work stoppage resulting in a continuous delay, disruption or hindrance in the prosecution of critical path Work of forty-five (45) days or longer due to causes beyond its fault or control, in whole or in part. In the event a Contractor actually experiences a delay,

THE LAW OFFICES
OF

BISHOP L. ROBINSON JR., LLC

8550 TIMBERLAND CIRCLE
ELLICOTT CITY, MARYLAND 21043

Offices 410-750-7787

Mobile 410-916-2282

Fax 410-750-9237

Practicing in MD and D.C.

March 26, 2020

Honorable President and
Members of the Board of Estimates
204 City Hall
100 N. Holiday Street
Baltimore, MD 21202

Honorable Board Members:

Re: **Protest filed by Highlander Contracting Company LLC, against Allied Contractors, Inc., Regarding the Award of TR.-19017 — Conduit System Reconstruction**

Contents

Attorney Appearance
Allied Inc. Background
I. Reply to Highlander Assertions
II. Allied's Request for a **Preliminary Determination**
III. Allied's Response to Highlanders Protest
Summary
Request for Relief
Exhibits, Attachments and Affidavits

Appearance

I represent Allied Contractors, Inc. (herein Allied). In the event that Highlander Contracting, LLC (herein, Highlander) intend to proceed with its protest. We intent do defend the recommended award of TR-19017 to Allied. I wish to note my appearance on behalf of Allied Contractors, Inc., my client. See Notice of Entry, Attachment A.

It is the position of Allied that there is no reason for this award to be delayed any further. Allied's bid was responsive and responsible. Further, Allied was the lowest bidder when the bids were opened on October 30, 2019. Yet, Allied awaits its award from the City.

It is our contention that the award has been delayed by numerous unfounded allegations and presently a protest of the award from Highlander through its attorney, Mr. Robert Fulton Dashiell, Esquire.

Allied Contractors, Inc.' Background

Allied is a company with an impeccable reputation during the time it has been in operation-since (1944) and incorporated in 1947. The City has awarded numerous contracts to Allied over this span of years. All have been completed satisfactorily for the City. Allied's Baltimore City work evaluations over the past two quarters reveal a near perfect rating in all areas, including performance and safety. See exhibit 1 a,b,c,d.

Allied takes extreme pride in its projects. One example is observed by City employees and other citizens each day that they come to City Hall, War Memorial Plaza. See attachment B. Also see Allied's website at www.allied.constuction.com.

I. ALLIED'S REPLY

Pre-Award and Notice of Protest Complaints by Highlander

Mr. Dashiell has filed several complaints with several City agencies involving prior work that were awarded and completed by Allied. Mr. Dashiell's complaint alleges that:

A. Allied's MBE subcontractor, J.M. Murphy Enterprises (JMM) has performed jobs for amounts in excess of their pre-qualified amounts. The aggregate amount of work that Mr. Dashiell complains of occurred between 2014 and 2019. See Mr. Dashiell's exhibit 1, attached to his Notice of Protest, dated March 9, 2020.

Reply: Highlander's exhibit 1, a spreadsheet that is not titled, not dated and does not provide the source of the document on the spreadsheet or in the text of the written protest. Nor is the contact information for the custodian of this document disclosed. From Allied's analysis, this document is not accurate or reliable.

In addition, the spreadsheet contains inaccurate entries, including listing JMM as the MBE subcontractor when another MBE was the subcontractor, overstating the amount received, and listed jobs that JJM was not on the contract at all). See entries for RPI 5816, TR-15005 (change order), TR-17007 (change order). There are other contracts which were actually someone else's, contract. Allied requests verification of the spreadsheet.

To Allied's knowledge, no job was performed above JMM' s pre-qualification limit. Highlander's spreadsheet does not evidence that Allied and JMM violated MBE participation regulations and it does not prove that JMM exceeded pre-qualified limits for the work performed. In fact, the opposite was confirmed by the City.

In a letter dated March 4, 2020, Ms. Brenda Simmons, Baltimore City Contract Administrator stated that the Department of Transportation investigated JMM' s prequalification status at the time JMM began work on the Allied jobs and found JMM was qualified each time he began work See exhibits 2 a, b, c. and exhibit 3.

Conclusion: Highlander's allegation is false.

B. Mr. Dashiell alleges in a February 8, 2020 letter that JMM's employees were actually more regularly employed by Allied and were violations of the Green Book, MBE regulations. Secondly, Highlander alleges that certified payroll reports, submitted by JMM were actually employees of Allied.

Reply: The Baltimore City Contract Administrator addressed the issue B above in a letter dated February 28, 2020 to Mr. Dashiell. Paraphrasing Ms. Simmons, her findings after investigation were that Dashiell' s suspicions were not founded and that these allegations never existed and are not present today.

This letter, also dated February 28, 2020 from the Chief of Contract Administration, Ms. Simmons disposed this matter too. JMM's work capacity limit was being addressed and that Allied would also address this matter before JMM commenced work on TR-19017. See exhibits 2 d.

In the same letter of the same date, it was stated that no evidence was found of shared employees between Allied and JMM. See exhibit 2 d.

Conclusion: Though the City performed several investigations of Allied and JMM, no evidence was found that could supported Highlanders false accusation(s) of any violations or wrongdoing.

The Board of Estimates is not the forum where past contract behavior should be considered for determining an award of the subject contract recommended for award to Allied. Highlander's protest does not prove that Allied's bid is unresponsive or non-responsible.

Examples of such non-responsibility would be, if: 1. Allied does not meet minimum requirements, 2. that Allied is unable to perform the work at the price it submitted, 3. that the City evaluation failed to give Highlander fair consideration, or 4. that the IFB/RFB contained unfair changes during the solicitation period. Highlander makes no complaint concerning the bid

that Allied submitted to the City for the award of this contract, for instance, non-responsive, like any failure on the part of Allied to submit a bid that does not conform to all the requirements of the solicitation.

Instead, Highlander complains of misconduct during periods before TR-19017 was let and pertaining to prior contracts. The issue that Highlander raises concerning other prior contracts are unrelated to TR-19017. It is the present contract that is before the BOE.

Therefore, these allegations are ultra vires to the City BOE award process, for which use of prior contract incidents (alleged to have happened, but not proven) are beyond the scope of the BOE for Highlander's protest opposing BOE's recommended award to Allied. See exhibits 3, indicating that the award should be made to Allied.

II. ALLIED REQUESTS A PRELIMINARY DETERMINATION BY THE BOARD OF ESTIMATES, PRIOR TO THE AWARD AND PROTEST HEARING BEING CONSIDERED

The purpose for requesting this is for the Board to determine whether Highlander's protest is "proper?" See *Protest Regulations II, Baltimore City Board of Estimates Regulations on Procurement, Protests, Minority and Women-Owned Business Enterprise, Debarment/Suspension (effective July 1, 2019)*. See the relevant sections below:

- C — 3. Whether the issues brought before the Board are germane,
- D — 1. Notification of Speakers who wish to address the Board:
- D - 2, a — c. Whether the protest is proper?

Allied objects Highlander's transparent attempt to highjack this award hearing into a de facto debarment proceeding against Allied and JM Murphy which is prohibited under Maryland Law. Instead, adequate notice and a formal hearing before a neutral administrative tribunal is required before the question can be considered. See *Associated Building Maintenance Co, Inc. v. DGS, MCA, No 3130n(2019)*. See also *Warwick. v. DOT, 61 Md. App 239 (1985)*.

Allied requests time for the following persons to speak before the Board

- Douglas K. Franz, Vice President of Allied. (testimony)
- Daljit Makar, Vice President of Allied. See Affidavit 1
- Jesse Murphy, President of J.M Murphy Enterprises See Affidavit 2
- Saiquan Branch (Affidavit 3)
-

III. ALLIED RESPONSE TO HIGHLANDER'S PROTEST OF THE CONTRACT AWARD TR-19017

Allied submits the following defenses/denials to the alleged misconduct stated in Mr. Dashiell's Notice of Protest, dated March 9, 2020. Highlander alleges:

A. Highlander alleges: That Highlander Contracting Company, Inc. was the lowest responsible bidder.

Denied: See exhibit 4.

B. Highlander alleges: Allied is not a responsible bidder. Highlander agrees a responsible bidder as "one who has the capability in all respects to perform the contract which includes: integrity and reliability to assure good faith performance." (00 23 00. 01).

Denied: See exhibit 2.

C. Highlander alleges: That Allied repeatedly violated the terms of the Green Book and is not a responsible bidder.

Denied: There is no finding that supports this in Allied records or those of the City. Allied has never been fined, suspended or debarred during the 50 years of performing work under contract with the City.

D. Highlander alleges: JM Murphy Enterprises is one of many minority subcontractors utilized on Allied contracts since 2014.

Admitted in Part: JMM is not the only MBE subcontractor. Allied uses other MBE and WMBE subcontractors. Allied uses; Priority Contracting, Guard Rails Etc. and M & F Contracting, to name a few.

E. Highlander alleges: Before BOE can award the contract to Allied, JMM must be fully prequalified for the subcontractor amount in Allies bid. can commence work, it must be prequalified for the subcontract amount.

Denied: Mr. Dashiell's spreadsheet on its face evidences that JMM was prequalified for all periods of time referred to in his document. Must submit a work capacity statement and be prequalified before JMM commences of the work. (013.20 B 21 and OO 73 81 A, H and J).

As of March 12, 2020, JMM was pre-qualified for \$1,500,000.00 which exceeds the \$575,000.00 of subcontract work on TR-19017 when awarded to Allied. The City approved all of JMM's work and he was in compliance for all work that was accurately stated in Highlander's spreadsheet.

Work capacity is derived from a contractor's submission of financial documents submitted to the Office of Boards and Commissions (OBC). The OBC calculates and determines the "work Capacity Rating for) contractors and subcontractors.

The OBC then assigns the minimum and maximum work capacity to the contractor. At 6.8. See *RULES FOR QUALIFICATION OF CONTRACTORS, PERFORMANCE EVALUATIONS OF CONSTRUCTION CONTRACTORS AND CONSULTANTS AND PROCEDURES.* See 6.0. et seq.

In some situations, the contracting agency may waive the capacity rating as a requirement on a particular project provide the firm is able to obtain the appropriate performance bond. See Id @ 6.8.

In cases where the capacity rating is insufficient under Rules 6.1 and 6.2, a prime contractor and/or subcontractor may be permitted to commence work if a specific guarantee of the contractor's specific work is furnished by the contractor's guarantor as long as the guarantor is approved by the OBC and the Law Department of Baltimore City. See Id at 7.0 et seq.

Therefore, the decision to waive capacity rating and allow work to proceed is under the authority of the contracting agency. The contractor is not required to submit a work capacity statement.

2. Highlander alleges: Allied must make a request to do so.

Denied: The work that Highlander complains of was awarded and completed by Allied, JMM and many other MBE and W/MBEs. If these issues were true, the time to file a claim or dispute would have been within 10 calendar days after the violation, in writing, be inserted in the Project Log and copied to the Engineer. See Green Book @ 00 73 84, et seq.

There are no such claims filed by on previous contracts, awarded to Allied nor with ongoing contracts presently being performed by Allied and its subcontractor JMM, nor its many other subcontractors. The above issue(s) are moot as well as irrelevant to the present contract at issue.

3. JMM must have consent from Allied's surety per the Green Book @ 00 51 00.08B.

Denied: A Subcontractor is not required to be qualified until he commences work. See Green book @ 00 21 13.20 Bl. The TRI 9017 contract has not been awarded, pending Highlander's protest. Work has not begun. Therefore, no consent is required at this time.

4. Protestor's Exhibit 1 spreadsheet is relied on by Highlander to prove the above.

Denied: The past (prior contracts) are not relevant to the present one being protested by Highlander.

F. Highlander alleges: That based on information and belief JMM was permitted to enter upon worksites without approved prequalification on each of and all the prior Allied contracts.

Denied: Highland brings forth no admissible evidence (affidavit, photograph, etc.) that is factual pertaining to any prior contract. The standard for proof of this allegation is higher than information and belief (Highlander has produced no admissible evidence to support its information and belief). Lack of evidence makes this assertion a mere assertion.

Highlander implies that Allied and JMM will apply the same behavior if awarded a future contract. This is speculation and cannot be proven by Highlander at this time, given that the subject contract of Highlander's protest has not been awarded to Allied and that work has not commenced.

G. Highlander alleges: Due to Allied and JMM's previous contract violations of prequalification and Allied's supposed, but unproven collusion with JMM employee that the Board of Estimates should not approve the award of TR-19017 to Allied. Allied should be declared a "non-responsible bidder and that JMM is not prequalified. Therefore, the contract should be awarded to Highlander.

Denied: The protest above by Highlander is a completely inappropriate predicate for the BOE to entertain in deciding whether to award TR-19017 to Allied, because it relies on unproven assertions that Allied and JMM violated the Green Book and speculation that Allied and JMM will repeat the asserted behavior if awarded TR-19017.

Allied is and has been both a responsive and responsible bidder. See exhibits 2 a, b, c, and 3 and 4.

H. Asserted by Allied: Finally, Highlander through its notice of protests repeatedly names JMM as a party to all of the misconduct that is alleged. If Highlander protest JMM then Highlander has failed to join JMM an indispensable party in its protest per MD Rule 2-211. This is because complete relief cannot be achieved by singularly protesting Allied, JMM is pre-qualified for the TR-19017 contract if it is awarded to Allied. Therefore, JMM has a property right to work that it is qualified to perform under the responsive and responsible bid recommended for approval and award to Allied.

SUMMARY

Allied vehemently opposes the use or discussion of unproven conclusions stated above or testimony by any witness testifying to the same. Allied objects as well to the introduction of unverified documents supporting Highlander's argument(s) protesting the recommended award to Allied. Allied asks the BOE to consider this declaration a "continuing objection or exception" to the use of any false or unproven evidence herein.

If any additional information or evidence is required including:(1) Documents, letters, e-mails from City or Allied, etc., (2) Witness testimony from Allied and J.M. Murphy or others who were involved in any matter, or .anything else, please do not hesitate to contact me using the information on the letterhead above.

RELIEF REQUESTED

Allied requests a preliminary determination (before the award hearing) to discuss whether Highlander's protest is "proper." All of Highlander's allegations have been investigated and addressed by Baltimore City and found to be unsubstantiated. Allied would also request that the BOE determine what evidence or nonevidence can be used by Highlander to support its protest.

Allied asserts that Highlander's protest is not proper and without merit. Therefore, the protest should be dismissed by the BOE.

In order to prevent further delay of city work, Allied Contractors, Inc. requests and prays that the award for TRI 9017 be approved and awarded to Allied.

Respectfully submitted,

Bishop L. Robinson, Jr.

I HEREBY CERTIFY this _____ day of _____ of 2020, a copy of the above ALLIED REPLY TO HIGHLANDER'S PROTEST TO BALTIMORE CITY'S AWARD OF TR-19017 TO ALLIED was served by; US Regular mail/return receipt requested , hand-delivered , or e-mailed , facsimile , on Protestor's Attorney, Mr. Robert Fulton Dashiell Esq. at 1726 Whitehead Road, Woodlawn, MD 21207.

Bishop L. Robinson, Jr.,
Attorney for Respondent
8550 Timberland Circle
Ellicott City, MD 21043
410-750-7787 office 410-916-
2282 mobile 410-750-9237 fax
lawblrllc@comcast.net e-mail

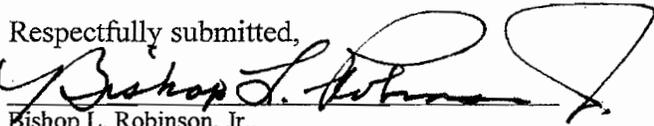
Attachment A

Highlander Contracting Company, LLC	*	Before the Board of Estimates
2401Stringtown Road	*	For
Sparks, Maryland 21152	*	
Protestor	*	<u>Baltimore City</u>
v.	*	
Allied Contractors, Inc.	*	Protest Contract # <u>Tr-19017</u>
204 East Preston Street	*	
Baltimore, Maryland 21202	*	
Respondent	*	

Dear Clerk,
Ms. Harriett Taylor
Rm. 204 City Hall
100 N. Holiday Street
Baltimore, MD 21202

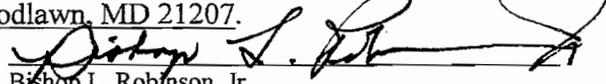
ENTRY OF APPEARANCE

Please enter the appearance of the Law Offices of Bishop L. Robinson, Jr., LLC as counsel for Protestor, Allied Contractors, Inc. in the above matter.

Respectfully submitted,

 Bishop L. Robinson, Jr.,
 Attorney for Respondent
 8550 Timberland Circle
 Ellicott City, MD 21043
 410-750-7787 office
 410-916-2282 mobile
 410-750-9237 fax
lawblrllc@comcast.net e-mail

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of March, 2020, a copy of the above ENTRY OF APPEARANCE was served by; US Regular mail/return receipt requested, , hand-delivered , or e-mailed , facsimile , on Protestor's Attorney, Mr. Robert Fulton Dashiell, Esq. at 1726 Whitehead Road, Woodlawn, MD 21207.


 Bishop L. Robinson, Jr.,
 Attorney for Respondent
 8550 Timberland Circle
 Ellicott City, MD 21043
 410-750-7787 office
 410-916-2282 mobile
 410-750-9237 fax
lawblrllc@comcast.net e-mail

Handwritten scribble or signature at the top center of the page.

Attachment D

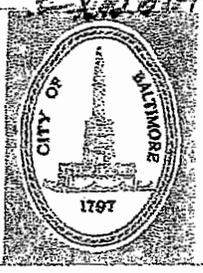


Allied Contractors, Inc. installing War Memorial Plaza at Baltimore's City Hall.

Exhibit 1 a

CITY OF BALTIMORE

BERNARD C. "JACK" YOUNG, Mayor



DEPARTMENT OF TRANSPORTATION

Steve Sharkey, Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

Via U.S. Certified Mail

Date: January 31, 2020

Richard F Pecora, Esq
President
Allied Contractors, Inc.
Prestway Building
204 E Preston Street
Baltimore, MD 21202

RE: Contracts for City of Baltimore – Structural Repairs on Bridges Citywide JOC 2 TR-19009

Dear: Mr. Pecora,

Enclosed for your review please find a Quarterly evaluation for the 2nd Quarter FY 2020 of your Firm's performance in Contract No Structural Repairs on Bridges Citywide JOC 2 TR-19009

As indicated by the evaluation, your firm's work on the referenced project has been rated:

- Excellent (90 – 100)
- Good (77 – 89)
- Marginal (70 – 76)
- Unsatisfactory (69 or less)
- N/A

If you disagree with this rating, within ten days (10) of the date on this letter, you may appeal in writing to:

Kevin Carter
Construction Project Supervisor I
DOT, TEC Division
417 East Fayette Street, 7th Floor
Baltimore, MD 21202

Consultants and/or Contractors who object to any Interim or Final Project Rating may appeal to the Bureau Head/Division Chief/Office Chief, or such person's designee ("Appeal Evaluator") in writing within ten (10) days of receipt of the rating whether an Interim or Final Project rating. If no written appeal is received within the time required by these rules, the contractor/consultant will be deemed to have waived its right to review of the rating. The Appeal Evaluator shall render a written decision within thirty (30) days from the receipt of an appeal. The decision regarding an appeal of a rating is final. The final rating will be entered into your Firm's record maintained by the Office of Boards and Commissions. Ratings may be used to determine your Firm's qualification to do business with the City of Baltimore.

1. 2020

Exhibit 1B

Should you have any questions, please do not hesitate to contact us. This correspondence is made with an express reservation of all of the City's rights, remedies, and defenses, whether at law or in equity.

Very truly yours,



Kevin Carter
Construction Project Supervisor I

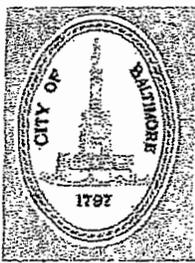
cc Bimal Devkota (DOT, TEC Division)
Brenda Simmons (DOT, Contract Administration)
Sections Chiefs (DOT, TEC Division)
Deena Joyce (DPW, OBC)
Latoya Gross (DPW, OBC)

2 - 2020

Exhibit 1c

CITY OF BALTIMORE

BERNARD C. "JACK" YOUNG, Mayor



DEPARTMENT OF TRANSPORTATION

Steve Sharkey, Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

Via U.S. Certified Mail

Date: August 06, 2019

Richard F. Pecora, Esq
President
Allied Contractors
Prestway Building
204 E Preston Street
Baltimore, MD 21202

*Requalification
File*

RE: Contracts for City of Baltimore - TR-17007 Structural Repairs on Bridges Citywide JCO2

Dear: Mr. Pecora,

Enclosed for your review please find a Quarterly evaluation for the 4th Quarter FY 2019 of your Firm's performance in Contract No TR-17007 Structural Repairs on Bridges Citywide JCO2

As indicated by the evaluation, your firm's work on the referenced project has been rated:

- Excellent (90 - 100)
- Good (77 - 89)
- Marginal (70 - 76)
- Unsatisfactory (69 or less)
- N/A

If you disagree with this rating, within ten days (10) of the date on this letter, you may appeal in writing to:

Kevin Carter
Construction Project Supervisor I
DOT, TEC Division
417 East Fayette Street, 7th Floor
Baltimore, MD 21202

Consultants and/or Contractors who object to any Interim or Final Project Rating may appeal to the Bureau Head/Division Chief/Office Chief, or such person's designee ("Appeal Evaluator") in writing within ten (10) days of receipt of the rating whether an Interim or Final Project rating. If no written appeal is received within the time required by these rules, the contractor/consultant will be deemed to have waived its right to review of the rating. The Appeal Evaluator shall render a written decision within thirty (30) days from the receipt of an appeal. The decision regarding an appeal of a rating is final. The final rating will be entered into your Firm's record maintained by the Office of Boards and Commissions. Ratings may be used to determine your Firm's qualification to do business with the City of Baltimore.

1 2019

Exhibit 1010

Should you have any questions, please do not hesitate to contact us. This correspondence is made with an express reservation of all of the City's rights, remedies, and defenses, whether at law or in equity.

Very truly yours,



Kevin Carter
CPS I

cc Bimal Devkota (DOT, TEC Division)
Brenda Simmons (DOT, Contract Administration)
Sections Chiefs (DOT, TEC Division)
Deena Joyce (DPW, OBC)
Latoya Gross (DPW, OBC)

2 2019

Exhibit 2a

City of Baltimore
Bernard C. "JACK" YOUNG, Mayor



DEPARTMENT OF TRANSPORTATION
Steve Sharkey, Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

March 4, 2020

Robert Dashiell, ESQ. P.A.
1726 Whitehead Road
Baltimore, Maryland 21207

Re: TR19017 Conduit System Reconstruction at Various Locations

Dear Mr. Dashiell,

This letter is written in response to your e-mail dated March 2, 2020. As outlined in our letter dated February 28, 2020, the Department of Transportation's position is to move forward in awarding Contract TR19017. Conduit System Reconstruction at Various Locations, to the lowest, responsive and responsible bidder, Allied Contractors, Inc. The Department investigated the prequalification status of the Murphy firm at the time it began work on the Allied jobs referenced in your earlier letter. The Department did not see any evidence that Murphy started work at a time that it was not prequalified. We appreciate you bringing your concern to the attention of the Department. The Department will remind primes that all their subs must be prequalified at the time they start work and must remain prequalified for the duration of their time on the job. Prior to award, the Department has procedures in place to validate the contractor's submission i.e. confirming prequalification with the Office of Boards and Commission, SDAT, SAMS, MWBOO, etc. to validate if a contractor is the lowest, responsive and responsible bidder and we will continue that practice.

Thank you again for the opportunity to review these concerns.

If you have any questions or concerns, please contact me immediately at 410-396-6815 or email me at Brenda.Simmons@baltimorecity.gov.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Simmons".

Brenda Simmons, Chief
Contract Administration

Exhibit 2

DOUGLAS K. FRANZ
VICE PRESIDENT, C.F.O

RICHARD F. PECORA, ESQ.
PRESIDENT

DALJIT S. MAKAR
VICE PRESIDENT

J. Jay Pecora, P.E.
(1917-2007)

ANDREW J. PECORA
VICE PRESIDENT, ASLA

EDWARD F. JOHN, P.E.
CHIEF ENGINEER

Anne K. Pecora, Esq.
(1946-2008)

ALLIED CONTRACTORS, INC.

OF COUNSEL
ROBIN JOHN PECORA, ESQ

Alfred J. Simpson
(1948-2007)

GENERAL CONTRACTORS

OFFICES: PRESTWAY BLDG., 204 E. PRESTON ST.
BALTIMORE, MD 21202-3997

STREETSCAPES - UTILITIES

PUBLIC WORKS
COMMERCIAL
INDUSTRIAL

YARD: 1700 CHESAPEAKE AVENUE

Phone 410-539-6727

Fax 410-332-4594

DREDGING - GUNTING

HISTORIC RESTORATION - BRIDGES

E-MAIL: allied.contractors@alliedcontractor.com

February 13, 2020

Ms. Brenda Simmons, Chief
Department of Transportation
Contract Administration /
Civil Rights Division
417 E. Fayette Street
Baltimore, Maryland 21202

Re: Our Contract No. 8886
Baltimore City Contract No. TR-19017
Conduit System @ Various Locations -
JOC

Dear Ms. Simmons:

We wish to acknowledge your letter dated February 12, 2020 and submit as follows:

1. We have informed the office of J. M. Murphy Enterprises regarding this subject matter. His office has informed us that J. M. Murphy Enterprises shall meet with Boards and Commissions office and do the needful to increase his participation prequalification amount beyond \$575,000.00.
2. However to alleviate any concerns by the City for a timely award to avoid any future delays we are enclosing a duly signed Minority Participation form by Priority Construction Corporation in the amount of \$231,000.00 to substantiate any shortfall which may occur in event Boards and Commissions hesitates to increase the prequalification package of J. M. Murphy to at least \$575,000.00.

We trust that the aforementioned shall suffice to process your award of the referenced project at an early date. In event you have any further questions in this regard please do not hesitate to contact this office.

Very truly yours,
ALLIED CONTRACTORS, INC.

Daljit Makar
Daljit Makar
Vice President

Enclosure
DKF:dmp

FOUNDED 1944

Exhibit 7 C

City of Baltimore
Bernard C. "JACK" YOUNG, Mayor



DEPARTMENT OF TRANSPORTATION
Steve Sharkey, Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

February 28, 2020

Robert Dashiell, ESQ. P.A.
1726 Whitehead Road
Baltimore, Maryland 21207

Re: TR19017 Conduit System Reconstruction at Various Locations

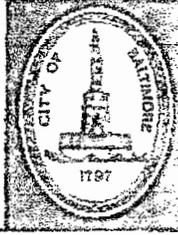
Dear Mr. Dashiell,

This letter is written in response to your letter dated February 8, 2020, addressed to Tamara Brown. The Department of Transportation (Department) has examined the concerns raised in your letter and offers the following;

- 1. Prequalification of J.M. Murphy** – In accordance with the *City of Baltimore Department of Public Works Specifications for Material, Highways, Bridges, Utilities and Incidental Structures (Green Book)* section 00 21 13.20 Prequalification of contractors and subcontractors, subcontractors do not have to be pre-qualified at the date bids are submitted but must be pre-qualified before the subcontractor can begin work. The Department will assist the Subcontractors whenever possible in the pre-qualification procedure. The Department has been in contact with the Office of Boards and Commissions and has been informed that J M Murphy is addressing their work capacity money limit. Additionally, Allied Contractors has assured the Department this matter will be addressed before the subcontracted work is to commence.
- 2. Suspicion of Shared Employees Among Allied and J M Murphy** - The Department has been assured by Allied Contractors that at no time has an employee of Allied and/or J M Murphy been working for each company at the same exact time. Additionally, the Department has reviewed all certified payroll reports for the contracts identified on the list that was attached to your letter that included J M Murphy and found no evidence of the concern you raised.

Exhibit 2d

City of Baltimore
Bernard C. "JACK" YOUNG, Mayor



DEPARTMENT OF TRANSPORTATION
Steve Sharkey, Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

February 28, 2020

Robert Dashiell, ESQ. P.A.
1726 Whitehead Road
Baltimore, Maryland 21207

Re: TR19017 Conduit System Reconstruction at Various Locations

Dear Mr. Dashiell,

This letter is written in response to your letter dated February 8, 2020, addressed to Tamara Brown. The Department of Transportation (Department) has examined the concerns raised in your letter and offers the following;

1. **Prequalification of J.M. Murphy** – In accordance with the *City of Baltimore Department of Public Works Specifications for Material, Highways, Bridges, Utilities and Incidental Structures (Green Book)* section 00 21 13.20 Prequalification of contractors and subcontractors, subcontractors do not have to be pre-qualified at the date bids are submitted but must be pre-qualified before the subcontractor can begin work. The Department will assist the Subcontractors whenever possible in the pre-qualification procedure. The Department has been in contact with the Office of Boards and Commissions and has been informed that J M Murphy is addressing their work capacity money limit. Additionally, Allied Contractors has assured the Department this matter will be addressed before the subcontracted work is to commence.
2. **Suspicion of Shared Employees Among Allied and J M Murphy** - The Department has been assured by Allied Contractors that at no time has an employee of Allied and/or J M Murphy been working for each company at the same exact time. Additionally, the Department has reviewed all certified payroll reports for the contracts identified on the list that was attached to your letter that included J M Murphy and found no evidence of the concern you raised.

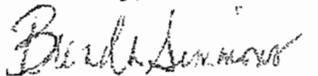
Exhibit 2 e.

TR19017 Robert Dashiell, Esq. P. A.
February 28, 2020
Page 2

Thank you for the opportunity to review these concerns.

If you have any questions or concerns, please contact me immediately at 410-396-6815 or email me at Brenda.Simmons@baltimorecity.gov.

Sincerely,


Brenda Simmons, Chief
Contract Administration

Cc: Tamara Brown

Exhibit 3



February 12, 2020

Allied Contractors, Inc.
204 E. Preston Street
Baltimore, MD 21202

SUBJECT: TR19017 Conduit Systems Reconstruction @ Various Locations Citywide - JOC

Dear Mr. Franz,

On October 31, 2019, bids for the subject contract were opened and later verified and a determination was made that the bid of Allied Contractors was the lowest bid amount. Further review of Allied's MWBE submission led to the examination of each subcontractor prequalification standing. JM Murphy's prequalification (see attached) is currently valued at \$360,000.00 while the Statement of Intent included in Allied's MWBE package states the value of services to be performed at \$575,000.00, an amount that exceeds JM Murphy's prequalification value.

The City's prequalification Rules require that no subcontractor may commence work if the amount of work to be performed exceeds the subcontractor's assigned work capacity rating. Although each subcontractor does not have to be prequalified until the start of work, the Department needs to be assured that this issue will be cured before JM Murphy commences work. If Allied or JM Murphy need assistance to correct the issue, please contact the Office of Boards and Commissions which is responsible for all matters related to prequalification. If JM Murphy's prequalification issue cannot be cured, then Allied will need to request an appropriately prequalified replacement subcontractor before the work assigned to JM Murphy may commence.

Please provide DOT with a cure plan seven (7) calendar days from the date of this notice. Please forward the plan via email to Brenda.Simmons@baltimorecity.gov.

Sincerely,

Brenda Simmons, Chief
Contract Administration

Attachments

OPENING DATE: **REC'D:** 10/30/2019

OPENED: 10/30/2019

Bidder	Address	Bid Amount <input type="checkbox"/> Lump <input type="checkbox"/> Item	Bid Bond	c h k	Check Amount	Date Check Returned	Check Receipt for
Highlander Contracting Company	2401 Stringtown Rd. Sparks, MD 21152	\$ 6,399,300.00					
Allied Contractors, Inc.	204 E. Preston Street, Baltimore, MD 21202	\$ 6,382,300.00					
Spiniello	3500 E Biddle St. Baltimore, MD 21213	\$ 6,963,300.00					

Handwritten notes:
 Bidder: ~~Highlander~~
 Bidder: ~~Allied~~
 Bidder: ~~Spiniello~~
 IF 08/20/10

Exhibit 4

Affidavit 1

Highlander Contracting Company, LLC	*	Before the Board of Estimates
2401 Stringtown Road	*	For
Sparks, Maryland 21152		
Protestor	*	<u>Baltimore City</u>
v.	*	
Allied Contractors, Inc.	*	Protest Contract # <u>Tr-19017</u>
204 East Preston Street	*	
Baltimore, Maryland 21202		
Respondent	*	

**RESPONDENT'S AFFIDAVIT IN SUPPORT OF OPPOSITION TO
HIGHLANDER'S PROTEST OF CONTRACT TR19017 AWARD**

Testimony of: Mr. Dalgit Makar Relationship to Respondent: Vice Pres

Address: _____

Telephone Number: _____

I am Dalgit Makar and that I have personal knowledge of the matters set forth herein and I am competent to testify in a Court of Law.

1. William Crites, II was never employed by Allied Contractors, Inc. and was solely employed by J. M. Murphy Enterprises. However, William P. Crites, Sr. was employed by Allied Contractors from April 2014 until July 2018.
2. Saiquan Branch was employed by J. M. Murphy Enterprises from March 2016 until October 2018 and decided to terminate his employment with J. M. Murphy Enterprises. Allied Contractors then hired Saiquan Branch effective November 5, 2018 and he has since been continuously working with Allied on several projects.
3. It should be noted that contractors sometimes hire employees who were previously employed by other contractors/sub-contractors who they think could be beneficial for other projects, and sometimes employees change their employment for their betterment. There is nothing unusual about this practice.
4. J. M. Murphy Enterprises has never hired any employee belonging to Allied Contractors.

There are no such claims filed by any previous contractors, whether awarded or denied an award for contract work, nor with ongoing contracts presently being performed by Allied and its sub-contractor JMM. The above issue(s) are moot as well as irrelevant to the present contract at issue.

Allegation: 3. JMM must have consent from Allied's surety per the Green Book @ 00 51 00.08B.

14. Denied: A Subcontractor is not required to be qualified until he commences work. See Green book @ 00 21 13.20 B1. The TR19017 contract has not be awarded, pending Highlander's protest. Therefore, no consent is required at this time.

Allegation: 4. Protestor's Exhibit 1 spreadsheet is relied on by Highlander to prove the above.

15. Denied: The past contracts are not relevant to the present one being protested by Highlander.

Allegation: 5. on information and belief, JMM was permitted enter upon worksites without approved prequalification on each of and all the prior Allied contracts.

16. Denied: Highland brings forth no admissible evidence (affidavit, photograph, etc.) that is factual pertaining to any prior contract. This is a mere assertion which is false.

17. The att'd. "Allied" letter from me to Ms. Simmons dated Feb. 26, 2020, is true and correct, authentic, and genuine

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

3/22/16

Date

/s/

Affiant

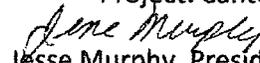
J. M. Murphy Enterprises, Inc.

2539 St. Paul Street

Phone: (410) 366-1145 Fax (410) 366-119

PARTIAL LIST OF CONTRACTORS WORKED FOR SINCE 2014

1. Libey, LLC 210 Lexington St Baltimore Maryland 21202. (571) 436-1569 Project: Housing rehab. Henneman Avenue. 2019
2. St. Bernadine Roman Catholic Church 3812 Edmondson Avenue. Concrete work 2018-2019
3. The Bull Pen. Owner Ms. Christina Abdulghani (410) 967-0685. New water service installation for sprinkler system. 2018.
4. Horizon Retail Construction, Inc. (262) 638-6000. Repairs to concrete trenches at Columbia Mall "Bed and Body Works" # 897. 2018
5. Conboy & Manion Contracting, Inc. 36 Phila Street Saratoga Springs, N. Y. 12866. Owings Mills's concrete ramps demolish and install. (518) 583-4038. 2016
6. Rupert Landscaping (301) 482-0300 Install concrete pavers at REC PIER HOTEL 2016
7. Clark Construction (301) 272-6884. Project 1812 Ashland Avenue. Install concrete curb and gutter, sidewalks and concrete pre-cast pavers. 2016.
8. Urban Built, LLC. (410) 685-1252. Demolition, concrete basement slabs, masonry walls and drainage tiles. 2015.
9. J. A. Argetakis Contracting Company, Inc. 3723 Eastern Avenue Baltimore, MD. 21224 Project: Canton Library 2016. Concrete footings, slabs, ramps. (410) 633-8016.


Jesse Murphy, President

JM Murphy Enterprises, Inc.

Vertical text on the right edge of the page, likely a scanning artifact or page number.

Affidavit 3

Highlander Contracting Company, LLC
2401 Stringtown Road
Sparks, Maryland 21152
Protestor

* Before the Board of Estimates
* For
* Baltimore City
*
* Protest Contract # Tr-19017
*
*

v.
Allied Contractors, Inc.
204 East Preston Street
Baltimore, Maryland 21202
Respondent

RESPONDENT'S AFFIDAVIT IN SUPPORT OF OPPOSITION TO
HIGHLANDER'S PROTEST OF CONTRACT TR19017 AWARD

Testimony of: Saiquan Branch Relationship to Respondent: Employee

Address: _____

Telephone Number: _____

I am Mr. Saiquan Branch and that I have personal knowledge of the matters set forth herein and I am competent to testify in a Court of Law.

1. William Crites, II was never employed by Allied Contractors, Inc. and was solely employed by J. M. Murphy Enterprises. However, William P. Crites, Sr. was employed by Allied Contractors from April 2014 until July 2018.
2. Saiquan Branch was employed by J. M. Murphy Enterprises from March 2016 until October 2018 and decided to terminate his employment with J. M. Murphy Enterprises. Allied Contractors then hired Saiquan Branch effective November 5, 2018 and he has since been continuously working with Allied on several projects.
3. It should be noted that contractors sometimes hire employees who were previously employed by other contractors/sub-contractors who they think could be beneficial for other projects, and sometimes employees change their employment for their betterment. There is nothing unusual about this practice.
4. J. M. Murphy Enterprises has never hired any employee belonging to Allied Contractors.

I do solemnly declare and affirm under the penalties of perjury that the contents of

the foregoing document are true and correct.

3/22/16
Date

/s/
Affiant

Additional pages: () yes or () check one.. If "yes," continue on next page.

THE LAW OFFICES
OF

BISHOP L. ROBINSON JR., LLC

8550 TIMBERLAND CIRCLE
ELLCOTT CITY, MARYLAND 21043

Offices 410-750-7787

Mobile 410-916-2282

Fax 410-750-9237

Practicing in MD and D.C.

April 6, 2020

Honorable President and
Members of the Board of Estimates
204 City Hall
100 N. Holiday Street
Baltimore, MD 21202

Honorable Board Members:

Re: Protest filed by Highlander Contracting Company LLC, against Allied Contractors, Inc., Regarding the Award of TR.-19017 — Conduit System Reconstruction

Contents

Attorney Appearance
Allied Contractors, Inc. Background
I. Reply to Highlander Assertions
II. Allied's Request for a Preliminary Determination
III. Allied's Response to Highlanders Protest
Summary
Request for Relief
Exhibits, Attachments and Affidavits

Appearance

I represent Allied Contractors, Inc. (herein Allied). In the event that Highlander Contracting, LLC (herein, Highlander) intends to proceed with its protest we intend to defend the recommended award of TR-19017 to Allied. I wish to note my appearance on behalf of Allied Contractors, Inc., my client. See Notice of Entry, Attachment A.

It is the position of Allied that there is no reason for this award to be delayed any further. Allied's bid was responsive and responsible. Further, Allied was the lowest bidder when the bids were opened on October 30, 2019. Yet, Allied awaits its award from the City.

It is our contention that the award has been delayed by numerous unfounded allegations and presently a protest of the award from Highlander through its attorney, Mr. Robert Fulton Dashiell, Esquire.

Allied Contractors, Inc.' Background

Allied is a company with an impeccable reputation during the time it has been in operation-since (1944) and incorporated in 1947. The City has awarded numerous contracts to Allied over this span of years. All have been completed satisfactorily for the City. Allied's Baltimore City work evaluations over the past two quarters reveal a near perfect rating in all areas, including performance and safety. See exhibit I a.b.c.d.

Allied takes extreme pride in its projects. One example is observed by City employees and other citizens each day that they come to City Hall, War Memorial Plaza. See attachment B. Also see Allied's website at www.alliedcontractor.com.

1. ALLIED'S REPLY

Pre-Award and Notice of Protest Complaints by Highlander

Mr. Dashiell has filed several complaints with several City agencies involving prior work that were awarded and completed by Allied. Mr. Dashiell's complaint alleges that:

A. Allied's MBE subcontractor, J.M. Murphy Enterprises (JMM) has performed jobs for amounts in excess of their pre-qualified amounts. The aggregate amount of work that Mr. Dashiell complains of occurred between 2014 and 2019. See Mr. Dashiell's exhibit 1 , attached to his Notice of Protest, dated March 9, 2020.

Reply: Highlander's exhibit 1, a spreadsheet that is not titled, not dated and does not provide the source of the document on the spreadsheet or in the text of the written protest. Nor is the contact information for the custodian of this document disclosed. From Allied' s analysis, this document is not accurate or reliable.

In addition, the spreadsheet contains inaccurate entries, including listing JMM as the MBE subcontractor when another MBE was the subcontractor, overstating the amount received, and listed jobs that JJM was not on the contract at all. See entries for RP-15816, TR-15005 (change order), TR-17007 and TR-17007 (change order). There are other contracts which were actually someone else's, contract. Allied requests verification of the spreadsheet.

To Allied's knowledge, no job was performed above JMM' s pre-qualification limit. Highlander's spreadsheet does not evidence that Allied and JMM violated MBE participation regulations and it does not prove that JMM exceeded prequalified limits for the work performed. In fact, the opposite was confirmed by the City.

In a letter dated March 4, 2020, Ms. Brenda Simmons, Baltimore City Contract Administrator stated that the Department of Transportation investigated JMM' s prequalification status at the time JMM began work on the Allied jobs and found JMM was qualified each time he began work See exhibits 2 a, b, c. and exhibit 3.

Conclusion: Highlander's allegation is false.

B. Mr. Dashiell alleges in a February 8, 2020 letter that JMM's employees were actually more regularly employed by Allied and were violations of the Green Book, MBE regulations. Secondly, Highlander alleges that certified payroll reports, submitted by JMM were actually employees of Allied.

Reply: The Baltimore City Contract Administrator addressed the issue B above in a letter dated February 28, 2020 to Mr. Dashiell. Paraphrasing Ms. Simmons, her findings after investigation were that Dashiell' s suspicions were not founded and that these allegations never existed and are not present today.

This letter also dated February 28, 2020 from the Chief of Contract Administration, Ms. Simmons disposed this matter too. JMM's work capacity limit was being addressed and that Allied would also address this matter before JMM commenced work on TR-19017. See exhibits 2 c.

In the same letter of the same date, it was stated that no evidence was found of shared employees between Allied and JMM. See exhibit 2 c.

Conclusion: Though the City performed several investigations of Allied and JMM, no evidence was found that could supported Highlanders false accusation(s) of any violations or wrongdoing.

The Board of Estimates is not the forum where past contract behavior should be considered for determining an award of the subject contract recommended for award to Allied. Highlander's protest does not prove that Allied's bid is unresponsive or non-responsible.

Examples of such non-responsibility would be, if: 1. Allied does not meet minimum requirements, 2. that Allied is unable to perform the work at the price it submitted, 3. that the City evaluation failed to give Highlander fair consideration, or 4. that the IFB/RFB contained unfair changes during the solicitation period. Highlander makes no complaint concerning the bid

that Allied submitted to the City for the award of this contract, for instance, non-responsive, like any failure on the part of Allied to submit a bid that does not conform to all the requirements of the solicitation.

Instead, Highlander complains of misconduct during periods before TR19017 was let and pertaining to prior contracts. The issue that Highlander raises concerning other prior contracts are unrelated to TR-19017. It is the present contract that is before the BOE.

Therefore, these allegations are ultra vires to the City BOE award process, for which use of prior contract incidents (alleged to have happened, but not proven) are beyond the scope of the BOE for Highlander's protest opposing the recommended award to Allied. See exhibits 2a, indicating that the award should be made to Allied.

II. ALLIED REQUESTS A PRELIMINARY DETERMINATION BY THE BOARD OF ESTIMATES PRIOR TO THE AWARD AND PROTEST HEARING BEING CONSIDERED

The purpose for requesting this is for the Board to determine whether Highlander's protest is "proper?" See Protest Regulations II, Baltimore City Board of Estimates Regulations on Procurement, Protests, Minority and Women-Owned Business Enterprise, Debarment/Suspension (effective July 1, 2019). See the relevant sections below:

- C — 3. Whether the issues brought before the Board are germane,
- D 1. Notification of Speakers who wish to address the Board: D - 2, a c. Whether the protest is proper?

Allied objects to Highlander's transparent attempt to hijack this award hearing into a de facto debarment proceeding against Allied and JM Murphy which is prohibited under Maryland Law. Instead, adequate notice and a formal hearing before a neutral administrative tribunal is required before the question can be considered. See Associated Building Maintenance Co, Inc. v. DGS, MCA, No 3130,MD.BCA, August 28, 2019. see also Warwick. v. DOT, 61 Md. App 239 (1985).

Allied requests time for the following persons to speak before the Board

- Douglas K. Franz. Vice President of Allied. (testimony)
- Daljit Makar. Vice President of Allied. See Affidavit 1
- Jesse Murphy. President of J.M Murphy Enterprises See Affidavit 2
- Saiquan Branch

III. ALLIED RESPONSE TO HIGHLANDER'S PROTEST OF THE CONTRACT

AWARD TR-19017

Allied submits the following defenses/denials to the alleged misconduct stated in Mr. Dashiell's Notice of Protest, dated March 9, 2020. Highlander alleges:

- A. Highlander alleges: That Highlander Contracting Company, Inc. was the lowest responsible bidder.

Denied: See exhibit 4.

- B. Highlander alleges: Allied is not a responsible bidder. Highlander agrees a responsible bidder as "one who has the capability in all respects to perform the contract which includes: integrity and reliability to assure good faith performance. ". (00 23 00. 01).

Denied: See exhibit 2 a,b,c.

- C. Highlander alleges: That Allied repeatedly violated the terms of the Green Book and is not a responsible bidder.

Denied: There is no finding that supports this in Allied records or those of the City. Allied has never been fined, suspended or debarred during the 50 years of performing work under contract with the City.

- D. Highlander alleges : JM Murphy Enterprises a minority subcontractor utilized on Allied contracts since 2014.

Admitted in Part: JMM is not the only MBE subcontractor. Allied uses other MBE and WBE subcontractors. Allied uses; Priority Construction, Guard Rails Etc. and M & F Contractors, to name a few.

- E. Highlander alleges: Before BOE can award the contract to Allied, JMM must be fully prequalified for the subcontractor amount in Allied bid.

Denied: Mr. Dashiell's spreadsheet on its face evidences that JMM was prequalified for all periods of time referred to in his document. Must submit a work capacity statement and be prequalified before JMM commences of the work. (013.20 B 21 and 00 73 81 A, H and J).

- . As of March 12, 2020, JMM was pre-qualified for \$1,500,000.00 which exceeds the \$575,000.00 of subcontract work on TR-19017 when awarded to Allied. The City approved all of JMM's work and he was in compliance for all work that was accurately stated in Highlander's spreadsheet.

Work capacity is derived from a contractor's submission of financial documents submitted to the Office of Boards and Commissions (OBC). The OBC calculates and determines the Work Capacity Rating for contractors and subcontractors.

The OBC then assigns the minimum and maximum work capacity to the contractor. At 6.8. see RULES FOR QUALIFICATION OF CONTRACTORS, PERFORMANCE EVALUATIONS OF CONSTRUCTION CONTRACTORS AND CONSULTANTS AND PROCEDURES See 6.0. u seq.

In some situations, the contracting agency may waive the capacity rating as a requirement on a particular project provide the firm is able to obtain the appropriate performance bond. see Id @ 6.8.

In cases where the capacity rating is insufficient under Rules 6.1 and 6.2, a prime contractor and/or subcontractor may be permitted to commence work if a specific guarantee of the contractor's specific work is furnished by the contractors guarantor as long as the guarantor is approved by the OBC and the Law Department of Baltimore City. See Id at 7.0 et seq.

Therefore, the decision to waive capacity rating and allow work to proceed is under the authority of the contracting agency. The contractor is not required to submit a work capacity statement.

2. Highlander alleges: Allied must make a request to do so.

Denied: The work that Highlander complains of was awarded and completed by Allied, JMM and many other MBE and WBE's. If these issues were true, the time to file a claim or dispute would have been within 10 calendar days after the violation, in writing, be inserted in the Project Log and copied to the Engineer. See Green Book@ 00 73 84, et seq.

There are no such claims filed by on previous contracts, awarded to Allied nor with ongoing contracts presently being performed by Allied and its subcontractor JMM, nor its many other subcontractors. The above issue(s) are moot as well as irrelevant to the present contract at issue.

3. Highland alleges: JMM must have consent from Allied's surety per the Green Book @ 00 51 00.08B.

Denied: A Subcontractor is not required to be qualified until he commences work. See Green Book@ 00 21 13.20 B1. The TR-19017 contract has not been awarded, pending Highlander's protest. Work has not begun. Therefore, no consent is required at this time.

4. Protestor's Exhibit 1 spreadsheet is relied on by Highlander to prove the above.

Denied: The past (prior contracts) are not relevant to the present one being protested by Highlander.

F. Highlander alleges: That based on information and belief JMM was permitted to enter upon worksites without approved prequalification on each of and all the prior Allied contracts.

Denied: Highland brings forth no admissible evidence (affidavit, photograph, etc.) that is factual pertaining to any prior contract. The standard for proof of this allegation is higher than information and belief (Highlander has produced no admissible evidence to support its information and belief). Lack of evidence makes this assertion a mere assertion.

Highlander implies that Allied and JMM will apply the same behavior if awarded a future contract. This is speculation and cannot be proven by Highlander at this time, given that the subject contract of Highlander's protest has not been awarded to Allied and that work has not commenced.

G. Highlander alleges: Due to Allied and JMM's previous contract violations of prequalification and Allied's supposed, but unproven collusion with JMM employee that the Board of Estimates should not approve the award off TR-19017 to Allied. Allied should be declared a "nonresponsible bidder and that JMM is not prequalified. Therefore, the contract should be awarded to Highlander.

Denied: The protest above by Highlander is a completely inappropriate predicate for the BOE to entertain in deciding whether to award TR- 19017 to Allied, because it relies on unproven assertions that Allied and JMM violated the Green Book and speculation that Allied and JMM will repeat the asserted behavior if awarded TR-19017.

Allied is and has been both a responsive and responsible bidder. See exhibits 2 a, b c and 3 and 4.

H. Asserted by Allied: Finally, Highlander through its notice of protests repeatedly names JMM as a party to all of the misconduct that is alleged. If Highlander protest JMM then Highlander has failed to join JMM an indispensable party in its protest per MD Rule 2-211. This is because complete relief cannot be achieved by singularly protesting Allied since JMM is pre-qualified for the TR-19017 contract if it is awarded to Allied. Therefore, JMM has a property right to work that it is qualified to perform under the responsive and responsible bid recommended for approval and award to Allied.

SUMMARY

Allied vehemently opposes the use or discussion of unproven conclusions stated above or testimony by any witness testifying to the same. Allied objects as well to the introduction of unverified documents supporting Highlander's argument(s) protesting the recommended award to Allied. Allied asks the BOE to consider this declaration a "continuing objection or exception" to the use of any false or unproven evidence herein.

If any additional information or evidence is required including:(1) Documents, letters, e-mails from City or Allied, etc., (2) Witness testimony from Allied and J.M. Murphy or others who were involved in any matter, or anything else, please do not hesitate to contact me using the information on the letterhead above.

RELIEF REQUESTED

Allied requests a preliminary determination (before the award hearing) to discuss whether Highlander's protest is "proper." All of Highlanders allegations have been investigated and addressed by Baltimore City and found to be unsubstantiated. Allied would also request that the BOE determine what evidence or nonevidence can be used by Highlander to support its protest.

Allied asserts that Highlander's protest is not proper and without merit. Therefore. the protest should be dismissed by the BOE.

In order to prevent further delay of city work. Allied Contractors, Inc. requests and prays that the award for TR-19017 be approved and awarded to Allied.

Respectfully submitted,


Bishop L. Robinson, Jr.

I HEREBY CERTIFY this bth day of APRIL 2020, a copy of the above ALLIED REPLY TO HIGHLANDER'S PROTEST TO BALTIMORE CITY'S AWARD OF TR-19017 TO ALLIED was served by; US Regular mail/return receipt requested , hand delivered , or e-mailed , facsimile , on Protestor's Attorney, Mr. Robert Fulton Dashiell Esq. at 1726 Whitehead Road, Woodlawn, MD 21207.


Bishop L. Robinson, Jr.,
Attorney for Respondent
8550 Timberland Circle
Ellicott City, MD 21043
410-750-7787 office
410-9162282 mobile
410-750-9237 fax
lawblrllc@comcast.net e-mail

Attachments Exhibits and Affidavits

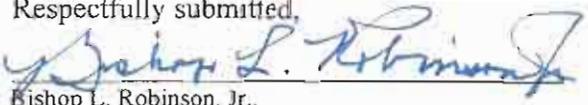
Attachment A

Highlander Contracting Company, LLC	*	Before the Board of Estimates
2401Stringtown Road	*	For
Sparks, Maryland 21152		
Protestor	*	<u>Baltimore</u> City
v.	*	
Allied Contractors, Inc.	*	Protest Contract # <u>Tr-19017</u>
204 East Preston Street	*	
Baltimore, Maryland 21202		
Respondent	*	

Dear Clerk,
Ms. Harriett Taylor
Rm. 204 City Hall
100 N. Holiday Street
Baltimore, MD 212202

ENTRY OF APPEARANCE

Please enter the appearance of the Law Offices of Bishop L. Robinson, Jr., LLC as counsel for Protestor, Allied Contractors, Inc. in the above matter.

Respectfully submitted,

 Bishop L. Robinson, Jr.,
 Attorney for Respondent
 8550 Timberland Circle
 Ellicott City, MD 21043
 410-750-7787 office
 410-916-2282 mobile
 410-750-9237 fax
lawblrlc@comcast.net e-mail

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of April, 2020, a copy of the above ENTRY OF APPEARANCE was served by: US Regular mail/return receipt requested, hand-delivered , or e-mailed , facsimile , on Protestor's Attorney, Mr. Robert Fulton Dashiell, Esq. at 1726 Whitehead Road, Woodlawn, MD 21207.


 Bishop L. Robinson, Jr.,
 Attorney for Respondent
 8550 Timberland Circle
 Ellicott City, MD 21043
 410-750-7787 office
 410-916-2282 mobile
 410-750-9237 fax
lawblrlc@comcast.net e-mail

Attachment B



Allied Contractors, Inc. installing War Memorial Plaza at Baltimore's City Hall.



Exhibit 1 a

CITY OF BALTIMORE

BERNARD C. "JACK" YOUNG, Mayor



DEPARTMENT OF TRANSPORTATION

Steve Sharkey, Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

Via U.S. Certified Mail

Date: January 31, 2020

Richard F Pecora, Esq
President
Allied Contractors, Inc.
Prestway Building
204 E Preston Street
Baltimore, MD 21202

RE: Contracts for City of Baltimore – Structural Repairs on Bridges Citywide JOC 2 TR-19009

Dear: Mr. Pecora,

Enclosed for your review please find a Quarterly evaluation for the 2nd Quarter FY 2020 of your Firm's performance in Contract No Structural Repairs on Bridges Citywide JOC 2 TR-19009

As indicated by the evaluation, your firm's work on the referenced project has been rated:

- Excellent (90 – 100)
- Good (77 – 89)
- Marginal (70 – 76)
- Unsatisfactory (69 or less)
- N/A

If you disagree with this rating, within ten days (10) of the date on this letter, you may appeal in writing to:

Kevin Carter
Construction Project Supervisor I
DOT, TEC Division
417 East Fayette Street, 7th Floor
Baltimore, MD 21202

Consultants and/or Contractors who object to any Interim or Final Project Rating may appeal to the Bureau Head/Division Chief/Office Chief, or such person's designee ("Appeal Evaluator") in writing within ten (10) days of receipt of the rating whether an Interim or Final Project rating. If no written appeal is received within the time required by these rules, the contractor/consultant will be deemed to have waived its right to review of the rating. The Appeal Evaluator shall render a written decision within thirty (30) days from the receipt of an appeal. The decision regarding an appeal of a rating is final. The final rating will be entered into your Firm's record maintained by the Office of Boards and Commissions. Ratings may be used to determine your Firm's qualification to do business with the City of Baltimore.

1. 2020

Exhibit 10 confid

Should you have any questions, please do not hesitate to contact us. This correspondence is made with an express reservation of all of the City's rights, remedies, and defenses, whether at law or in equity.

Very truly yours,



Kevin Carter
Construction Project Supervisor I

cc Bimai Devkota (DOT, TEC Division)
Brenda Simmons (DOT, Contract Administration)
Sections Chiefs (DOT, TEC Division)
Deena Joyce (DPW, OBC)
Latoya Gross (DPW, OBC)

2 - 2020

Exp/Int 15

CITY OF BALTIMORE

BERNARD C. "JACK" YOUNG, Mayor



DEPARTMENT OF TRANSPORTATION

Steve Sharkey, Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

Via U.S. Certified Mail

Date: August 06, 2019

Richard F. Pecora, Esq
President
Allied Contractors
Prestway Building
204 E Preston Street
Baltimore, MD 21202

REQUALIFICATION
FILE

RE: Contracts for City of Baltimore –TR-17007 Structural Repairs on Bridges Citywide JCO2

Dear: Mr. Pecora,

Enclosed for your review please find a Quarterly evaluation for the 4th Quarter FY 2019 of your Firm's performance in Contract No TR-17007 Structural Repairs on Bridges Citywide JCO2

As indicated by the evaluation, your firm's work on the referenced project has been rated:

- Excellent (90 – 100)
- Good (77 – 89)
- Marginal (70 – 76)
- Unsatisfactory (69 or less)
- N/A

If you disagree with this rating, within ten days (10) of the date on this letter, you may appeal in writing to:

Kevin Carter
Construction Project Supervisor I
DOT, TEC Division
417 East Fayette Street, 7th Floor
Baltimore, MD 21202

Consultants and/or Contractors who object to any Interim or Final Project Rating may appeal to the Bureau Head/Division Chief/Office Chief, or such person's designee ("Appeal Evaluator") in writing within ten (10) days of receipt of the rating whether an Interim or Final Project rating. If no written appeal is received within the time required by these rules, the contractor/consultant will be deemed to have waived its right to review of the rating. The Appeal Evaluator shall render a written decision within thirty (30) days from the receipt of an appeal. The decision regarding an appeal of a rating is final. The final rating will be entered into your Firm's record maintained by the Office of Boards and Commissions. Ratings may be used to determine your Firm's qualification to do business with the City of Baltimore.

1 2019

Exhibit 10 cont'd

Should you have any questions, please do not hesitate to contact us. This correspondence is made with an express reservation of all of the City's rights, remedies, and defenses, whether at law or in equity.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kevin Carter', with a long horizontal line extending to the right.

Kevin Carter
CPS I

cc Bimal Devkota (DOT, TEC Division)
Brenda Simmons (DOT, Contract Administration)
Sections Chiefs (DOT, TEC Division)
Deena Joyce (DPW, OBC)
Latoya Gross (DPW, OBC)

2 2019

Exhibit 2a

City of Baltimore
Bernard C. "JACK" YOUNG, Mayor



DEPARTMENT OF TRANSPORTATION
Steve Sharkey, Director
417 E Fayette Street, 5th Floor
Baltimore Maryland 21202

March 4, 2020

Robert Dashiell, ESQ. P.A.
1726 Whitehead Road
Baltimore, Maryland 21207

Re: TR19017 Conduit System Reconstruction at Various Locations

Dear Mr. Dashiell,

This letter is written in response to your e-mail dated March 2, 2020. As outlined in our letter dated February 28, 2020, the Department of Transportation's position is to move forward in awarding Contract TR19017 Conduit System Reconstruction at Various Locations, to the lowest, responsive and responsible bidder, Allied Contractors, Inc. The Department investigated the prequalification status of the Murphy firm at the time it began work on the Allied jobs referenced in your earlier letter. The Department did not see any evidence that Murphy started work at a time that it was not prequalified. We appreciate you bringing your concern to the attention of the Department. The Department will remind primes that all their subs must be prequalified at the time they start work and must remain prequalified for the duration of their time on the job. Prior to award, the Department has procedures in place to validate the contractor's submission i.e. confirming prequalification with the Office of Boards and Commission, SDAT, SAMS, MWBOO, etc. to validate if a contractor is the lowest, responsive and responsible bidder and we will continue that practice.

Thank you again for the opportunity to review these concerns.

If you have any questions or concerns, please contact me immediately at 410-396-6815 or email me at Brenda.Simmons@baltimorecity.gov.

Sincerely,

A handwritten signature in cursive script that reads 'Brenda Simmons'.

Brenda Simmons, Chief
Contract Administration

DOUGLAS K. FRANZ
VICE PRESIDENT CFC

J. Jay Pecora, PE
(1917-2007)

Anne K. Pecora, Esq.
(1946-2008)

Alfred J. Simpson
(1948-2007)

PUBLIC WORKS
CONTRACTS
NO. 577-40

RICHARD F. PECORA, ESG
PRESIDENT

ANDREW J. PECORA
VICE PRESIDENT ASLA

ALLIED CONTRACTORS, INC.

GENERAL CONTRACTORS

OFFICES: PRESTWAY BLDG., 204 E. PRESTON ST.
BALTIMORE, MD 21202-3997

YARD: 1700 CHESAPEAKE AVENUE

Phone 410-539-6727

Fax 410-332-4594

E-MAIL: alliedcontractors@alliedcontractor.com

DALJIT S. MAKAR
VICE PRESIDENT

EDWARD F. JOHN, PE
CHIEF ENGINEER

OF COUNSEL
ROBIN JOHN PECORA, ESG

IRREPLICABLE TIES
DROPPED BUSINESS
HISTORIC RESTORATION CONTRACTORS

February 13, 2020

Ms. Brenda Simmons, Chief
Department of Transportation
Contract Administration,
Civil Rights Division
417 E. Fayette Street
Baltimore, Maryland 21202

Re: Our Contract No. 8886
Baltimore City Contract No. TR-19017
Conduit System at Various Locations -
JOC

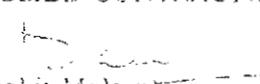
Dear Ms. Simmons:

We wish to acknowledge your letter dated February 12, 2020 and submit as follows:

1. We have informed the office of J. M. Murphy Enterprises regarding this subject matter. His office has informed us that J. M. Murphy Enterprises shall meet with Boards and Commissions office and do the needful to increase his participation prequalification amount beyond \$575,000.00.
2. However to alleviate any concerns by the City for a timely award to avoid any future delays we are enclosing a duly signed Minority Participation form by Priority Construction Corporation in the amount of \$231,000.00 to substantiate any shortfall which may occur in event Boards and Commissions hesitates to increase the prequalification package of J. M. Murphy to at least \$575,000.00.

We trust that the aforementioned shall suffice to process your award of the referenced project at an early date. In event you have any further questions in this regard please do not hesitate to contact this office.

Very truly yours,
ALLIED CONTRACTORS, INC.


Daljit Makar
Vice President

Enclosure
DKF.dmp

FOUNDED 1944

TRADE SHOWS, EXHIBITS, BUILDING & ENGINEERING CONSTRUCTION

Exhibit 2c



February 28, 2020

Robert Dashiell, ESQ. P.A.
1726 Whitehead Road
Baltimore, Maryland 21207

Re: **TR19017 Conduit System Reconstruction at Various Locations**

Dear Mr. Dashiell,

This letter is written in response to your letter dated February 8, 2020, addressed to Tamara Brown. The Department of Transportation (Department) has examined the concerns raised in your letter and offers the following;

1. **Prequalification of J.M. Murphy** - In accordance with the *City of Baltimore Department of Public Works Specifications for Material, Highways, Bridges, Utilities and Incidental Structures (Green Book)* section 00 21 13.20 Prequalification of contractors and subcontractors, subcontractors do not have to be pre-qualified at the date bids are submitted but must be pre-qualified before the subcontractor can begin work. The Department will assist the Subcontractors whenever possible in the pre-qualification procedure. The Department has been in contact with the Office of Boards and Commissions and has been informed that J M Murphy is addressing their work capacity money limit. Additionally, Allied Contractors has assured the Department this matter will be addressed before the subcontracted work is to commence.
2. **Suspicion of Shared Employees Among Allied and J M Murphy** - The Department has been assured by Allied Contractors that at no time has an employee of Allied and/or J M Murphy been working for each company at the same exact time. Additionally, the Department has reviewed all certified payroll reports for the contracts identified on the list that was attached to your letter that included J M Murphy and found no evidence of the concern you raised.

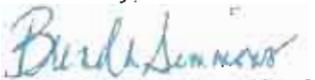
Exhibit 2 C Contd.

TR19017 Robert Dashiell, Esq. P. A.
February 28, 2020
Page 2

Thank you for the opportunity to review these concerns.

If you have any questions or concerns, please contact me immediately at 410-396-6815 or email me at Brenda.Simmons@baltimorecity.gov.

Sincerely,


Brenda Simmons, Chief
Contract Administration

Cc: Tamara Brown

Exhibit 3



February 22, 2020

Allied Contractors, Inc.
204 E. Preston Street
Baltimore, MD 21202

SUBJECT: TR19037 Conduit Systems Reconstruction @ Various Locations Citywide - JOC

Dear Mr. Franz,

On October 31, 2019, bids for the subject contract were opened and later verified and a determination was made that the bid of Allied Contractors was the lowest bid amount. Further review of Allied's MWBE submission led to the examination of each subcontractor prequalification standing. JM Murphy's prequalification (see attached) is currently valued at \$360,000.00 while the Statement of Intent included in Allied's MWBE package states the value of services to be performed at \$575,000.00, an amount that exceeds JM Murphy's prequalification value.

The City's prequalification Rules require that no subcontractor may commence work if the amount of work to be performed exceeds the subcontractor's assigned work capacity rating. Although each subcontractor does not have to be prequalified until the start of work, the Department needs to be assured that this issue will be cured before JM Murphy commences work. If Allied or JM Murphy need assistance to correct the issue, please contact the Office of Boards and Commissions which is responsible for all matters related to prequalification. If JM Murphy's prequalification issue cannot be cured, then Allied will need to request an appropriately prequalified replacement subcontractor before the work assigned to JM Murphy may commence.

Please provide BDT with a cure plan seven (7) calendar days from the date of this notice. Please forward the plan via email to Brenda.Simmons@baltimorecity.gov.

Sincerely,

Brenda Simmons, Chief
Contract Administration

Attachments:

AFFIDAVIT 1

Highlander Contracting Company, LLC * Before the Board of Estimates
2401 Stringtown Road * For
Sparks, Maryland 21152 *
Protestor * Baltimore City
v. *
Allied Contractors, Inc. * Protest Contract # Tr-19017
204 East Preston Street *
Baltimore, Maryland 21202 *
Respondent *

RESPONDENT'S AFFIDAVIT IN SUPPORT OF OPPOSITION TO HIGHLANDER'S PROTEST OF CONTRACT TR19017 AWARD

Testimony of: Mr. Daljit Makar Relationship to Respondent: Vice President

Address: 204 E. Preston Street, Baltimore, Md 21202

Telephone Number: 410-539-6727

I am Daljit Makar and that I have personal knowledge of the matters set forth herein and I am competent to testify in a Court of Law.

1. William Crites, II was never employed by Allied Contractors, Inc. and was solely employed by J. M. Murphy Enterprises. However, William P. Crites, Sr. was employed by Allied Contractors from April 2014 until July 2018.
2. Saiquan Branch was employed by J. M. Murphy Enterprises from March 2016 until October 2018 and decided to terminate his employment with J. M. Murphy Enterprises. Allied Contractors then hired Saiquan Branch effective November 5, 2018 and he has since been continuously working with Allied on several projects.
3. It should be noted that contractors sometimes hire employees who were previously employed by other contractors/sub-contractors who they think could be beneficial for other projects, and sometimes employees change their employment for their betterment. There is nothing unusual about this practice.
4. J. M. Murphy Enterprises has never hired any employee belonging to Allied Contractors.

5. Allied's certified payrolls were compliant. Murphy Enterprises followed the instructions for completing payroll as per form WH-347 (copy attached) which does not require the address, city, state, and zip code, only requires the last four digits of social security number and were submitted directly to Wage Commission. However, we shall advise J. M. Murphy Enterprises to follow your instructions for future submittals.
6. The exhibit 1, spreadsheet is not titled, dated and the source is not provided on the spreadsheet or in the text of the written protest, nor the contact information for the custodian of this document. From Allied's analysis this document is not reliable.
7. In addition, the spreadsheet contains several inaccurate entries, including; the listing JMM as the MBE subcontractor when another MBE was the subcontractor, overstating the amount received, and when he was not on the contract at all. See entries for RP15816 and TR-1707 and RP-17817. Allied demands verification of the spreadsheet.
8. To Allied's knowledge, no job was performed above JMM's pre-qualification limit. This evidence that Allied and JMM did not violate ME participation regulations.
9. Allied has never been fined, suspended or disbarred during 50 years of perform work under contract with the City
10. JM Murphy Enterprises is a minority subcontractor who has satisfied minority participation on many Allied contracts since 2014.

10. Admitted

However, before JMM can commence work, Highlander falsely claims:

Allegation: 1. Must submit a work capacity statement and be prequalified.
work.013.20 B 21 and 00 73 81 A, H and J).

12. Denied: Mr. Dasheill's spreadsheet on its face evidences that JMM was pre-qualified for all periods of time referred to in this document.

As of March 12, 2020, JMM was pe-qualified for \$1,5000.000. or 9 % of Allied contract value for subcontract work on TR-19017 when awarded to Allied.

Allegation: 2. Allied must make a request to do so.

13. Denied: The work that Highlander complains of was awarded and completed by Allied and JMM. If these issues were true, the time to file a claim or dispute would have been within 10 calendar days after the violation, in writing, be inserted in the *The Project Log* and copied to the Engineer. See Green book @ 00 73 84. Also See 00 73 84, et seq. Only if Highlander was employed by the prime or sub-contractor for the work.

There are no such claims filed by any previous contractors, whether awarded or denied an award for contract work, nor with ongoing contracts presently being performed by Allied and its sub-contractor JMM. The above issue(s) are moot as well as irrelevant to the present contract at issue.

Allegation: 3. JMM must have consent from Allied's surety per the Green Book @ 00 51 00.08B.

14. Denied: A Subcontractor is not required to be qualified until he commences work. See *Green book @ 00 21 13.20 B1*. The TR19017 contract has not be awarded, pending Highlander's protest. Therefore, no consent is required at this time.

Allegation: 4. Protestor's Exhibit 1 spreadsheet is relied on by Highlander to prove the above.

15. Denied: The past contracts are not relevant to the present one being protested by Highlander.

Allegation: 5. on information and belief, JMM was permitted enter upon worksites without approved prequalification on each of and all the prior Allied contracts.

16. Denied: Highland brings forth no admissible evidence (affidavit, photograph, etc.) that is factual pertaining to any prior contract. This is a mere assertion which is false.

17. The att'd. "Allied" letter from me to Ms. Simmons dated Feb. 26, 2020, is true and correct, authentic, and genuine.

I do solemnly declare and affirm under the penalties of perjury that the contents of

the foregoing document are true and correct.

3/22/20

Date



/s/

Affiant

AFFIDAVIT 2

Highlander Contracting Company, LLC	*	Before the Board of Estimates
2401 Stringtown Road	*	For
Sparks, Maryland 21152		
Protestor	*	<u>Baltimore</u> City
v.	*	
Allied Contractors, Inc.	*	Protest Contract # <u>Tr-19017</u>
204 East Preston Street	*	
Baltimore, Maryland 21202		
Respondent	*	

RESPONDENT'S AFFIDAVIT IN SUPPORT OF OPPOSITION TO HIGHLANDER'S PROTEST OF CONTRACT TR19017 AWARD

Testimony of: Mr. Jesse Murphy Relationship to Respondent: Subcontractor

Address: 2539 Saint Paul Street, 2nd Floor Baltimore, Maryland 21218

Telephone Number: 410-366-1145

I am Jesse Murphy, Pres. of "JMM" and that I have personal knowledge of the matters set forth herein and I am competent to testify in a Court of Law.

1. William Crites, II was never employed by Allied Contractors, Inc. and was solely employed by J. M. Murphy Enterprises. However, William P. Crites, Sr. was employed by Allied Contractors from April 2014 until July 2018.
2. Saiquan Branch was employed by J. M. Murphy Enterprises from March 2016 until October 2018 and decided to terminate his employment with J. M. Murphy Enterprises. Allied Contractors then hired Saiquan Branch effective November 5, 2018 and he has since been continuously working with Allied on several projects.
3. It should be noted that contractors sometimes hire employees who were previously employed by other contractors/sub-contractors who they think could be beneficial for other projects, and sometimes employees change their employment for their betterment. There is nothing unusual about this practice.
4. J. M. Murphy Enterprises has never hired any employee belonging to Allied Contractors.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

3/22/20 _____ Jesse Murphy _____
Date Affiant

Additional pages: () yes or () check one.. If "yes," continue on next page.

J. M. Murphy Enterprises, Inc.

2539 St. Paul Street

Phone: (410) 366-1145 Fax (410) 366-119

PARTIAL LIST OF CONTRACTORS WORKED FOR SINCE 2014

1. Libey, LLC 210 Lexington St Baltimore Maryland 21202. (571) 436-1569 Project: Housing rehab. Henneman Avenue. 2019
2. St. Bernadine Roman Catholic Church 3812 Edmondson Avenue. Concrete work 2018-2019
3. The Bull Pen. Owner Ms. Christina Abdulghani (410) 967-0685. New water service installation for sprinkler system. 2018.
4. Horizon Retail Construction, Inc. (262) 638-6000. Repairs to concrete trenches at Columbia Mall "Bed and Body Works" # 897. 2018
5. Conboy & Manion Contracting, Inc. 36 Phila Street Saratoga Springs, N. Y. 12866. Owings Mills's concrete ramps demolish and install. (518) 583-4038. 2016
6. Rupert Landscaping (301) 482-0300 Install concrete pavers at REC PIER HOTEL 2016
7. Clark Construction (301) 272-6884. Project 1812 Ashland Avenue. Install concrete curb and gutter, sidewalks and concrete pre-cast pavers. 2016.
8. Urban Built, LLC. (410) 685-1252. Demolition, concrete basement slabs, masonry walls and drainage tiles. 2015.
9. J. A. Argetakis Contracting Company, Inc. 3723 Eastern Avenue Baltimore, MD. 21224 Project: Canton Library 2016. Concrete footings, slabs, ramps. (410) 633-8016.

Jesse Murphy
Jesse Murphy, President

JM Murphy Enterprises, Inc.

There are no such claims filed by any previous contractors, whether awarded or denied an award for contract work, nor with ongoing contracts presently being performed by Allied and its sub-contractor JMM. The above issue(s) are moot as well as irrelevant to the present contract at issue.

Allegation: 3. JMM must have consent from Allied's surety per the Green Book @ 00 51 00.08B.

14. Denied: A Subcontractor is not required to be qualified until he commences work. See Green book @ 00 21 13.20 B1. The TR19017 contract has not be awarded, pending Highlander's protest. Therefore, no consent is required at this time.

Allegation: 4. Protestor's Exhibit 1 spreadsheet is relied on by Highlander to prove the above.

15. Denied: The past contracts are not relevant to the present one being protested by Highlander.

Allegation: 5. on information and belief, JMM was permitted enter upon worksites without approved prequalification on each of and all the prior Allied contracts.

16. Denied: Highland brings forth no admissible evidence (affidavit, photograph, etc.) that is factual pertaining to any prior contract. This is a mere assertion which is false.

17. The att'd. "Allied" letter from me to Ms. Simmons dated Feb. 26, 2020, is true and correct, authentic, and genuine.

I do solemnly declare and affirm under the penalties of perjury that the contents of

the foregoing document are true and correct.

3/22/20

Date

Dati

/s/

Affiant

MINUTESDepartment of Planning - Fiscal Year 2021 - 2026 Capital Budget
and Capital Improvement Program

On March 5, 2020, the Planning Commission adopted the recommended Fiscal Year (FY) 2021 Capital Budget and FY 2021 - 2026 Capital Improvement Program.

The recommended program totals \$3,639,270,000.00 for Capital Projects during FY 2021 - 2026, and \$888,393,000.00 to be appropriated in the FY 2021 Capital Budget.

The Board is requested to **NOTE** receipt of the recommended FY 2021 Capital Budget and the FY 2021 - 2026 Capital Improvement Program and to **REFER** both to the Director of Finance and the Board of Finance for review and to make a report and recommendations to the Board of Estimates.

The Board **NOTED** receipt of the recommended FY 2021 Capital Budget and the FY 2021-2026 Capital Improvement Program and **REFERRED** both to the Director of Finance and the Board of Finance for review.

MINUTES

Mayor's Office of Employment Development - First Amendment
to Provider Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the First Amendment to Provider Agreement with Goodwill Industries of the Chesapeake, Inc. The First Amendment to Provider Agreement extends the period of the agreement through May 31, 2020.

AMOUNT OF MONEY AND SOURCE:

No additional cost - 4000-429219-6312-491505-603051

BACKGROUND/EXPLANATION:

On October 23, 2019, the Board approved the original Provider Agreement with Goodwill Industries of the Chesapeake, Inc. for the period of June 1, 2019 through February 29, 2020. The Provider Agreement was pursuant to the Opioid National Health Emergency Grant Award received from the Maryland Department of Labor, Licensing, and Regulation (DLLR).

The Provider Agreement authorized Goodwill Industries of the Chesapeake Inc. to provide occupational training and supportive services to dislocated workers, new entrants to the workforce, or incumbent workers who have voluntarily disclosed a history of opioid use or reside in a community hard hit by the opioid crisis.

On November 20, 2019, the DLLR granted the City an extension of the Grant Award through May 31, 2020, which was approved and accepted by the Board on January 15, 2020.

The purpose of the First Amendment to Provider Agreement is to extend the period of the original Agreement through May 31, 2020.

The total obligation level under the original Provider Agreement is provided through the (PY 18) Opioid National Health Emergency Grant, Federal Grant Number MI-32364-18-60-A-24; State Grant No. P00P94-BCi-NHE and will remain the same, not-to-exceed \$61,375.00.

MINUTES

Mayor's Office of Employment Development - cont'd

The money will be drawn from Workforce Investment Opportunity Act Dislocated Worker Funding received through the DLLR.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE NO-COST TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to Provider Agreement with Goodwill Industries of the Chesapeake, Inc.

MINUTES

Mayor's Office of Employment Development - First Amendment to
Provider Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the First Amendment to Provider Agreement (First Amendment) with Jane Addams Resources Corporation - Baltimore. The First Amendment extends the period of the agreement through May 31, 2020.

AMOUNT OF MONEY AND SOURCE:

No additional cost - 4000-429219-6312-781305-603051

BACKGROUND/EXPLANATION:

On June 26, 2019, the Board approved the original Provider Agreement with Jane Addams Resources Corporation - Baltimore for the period of May 1, 2019 through February 29, 2020. The Provider Agreement was pursuant to the Opioid National Health Emergency Grant Award received from the Maryland Department of Labor, Licensing, and Regulation (DLLR).

The Provider Agreement authorized Jane Addams Resources Corporation - Baltimore to provide occupational training and supportive services to dislocated workers, new entrants to the workforce, or incumbent workers who have voluntarily disclosed a history of opioid use or reside in a community hard hit by the opioid crisis.

On November 20, 2019, the DLLR granted the City an extension of the Grant Award through May 31, 2020, which was approved and accepted by the Board on January 15, 2020.

The purpose of the First Amendment to Provider Agreement is to extend the period of the original Agreement through May 31, 2020.

MINUTES

Mayor's Office of Employment Development - cont'd

The total obligation level under the original Provider Agreement is provided through the (PY 18) Opioid National Health Emergency Grant, Federal Grant No. MI-32364-18-60-A-24; State Grant No. P00P94-BCi-NHE and will remain the same, not-to-exceed \$61,375.00.

The money will be drawn from Workforce Investment Opportunity Act Dislocated Worker Funding received through the DLLR.

MBE/WBE PARTICIPATION:

N/A

AUDITS NOTED THE NO-COST TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to Provider Agreement with Jane Addams Resources Corporation - Baltimore.

MINUTES

Mayor's Office of Employment - Ratification of First Amendment
Development (MOED) to Provider Agreement

ACTION REQUESTED OF B/E:

The Board is requested to ratify the First Amendment to Provider Agreement with Job Opportunities Task Force, Inc. The First Amendment to Provider Agreement extends the period of the Agreement through June 30, 2020.

AMOUNT OF MONEY AND SOURCE:

\$88,574.00 - 5000-512619-6312-726805-603051

BACKGROUND/EXPLANATION:

On December 11, 2019, the Board approved the original Provider Agreement with Job Opportunities Task Force, Inc. for the period of September 1, 2019 through December 31, 2019. The Provider Agreement is pursuant to the Opioid National Health Emergency Grant Award received from the Maryland Department of Labor, Licensing, and Regulation (DLLR).

The Provider Agreement authorized Job Opportunities Task Force, Inc. to deliver occupational training and supportive services to dislocated workers, new entrants to the workforce, or incumbent workers (currently employed or underemployed) who have voluntarily disclosed a history of opioid use or reside in a community hard hit by the opioid crisis.

On February 26, 2020, the Board ratified Modification No. 1 to the Grant Award from the DLLR to increase the funding by \$88,574.00 to better meet deliverables, making the new total award \$373,280.00 payable to the MOED. The Modification No. 1 also extends the Grant Award through June 30, 2020.

The purpose of the First Amendment to Provider Agreement is to extend the period of the original Provider Agreement through June 30, 2020 and to increase the funding by \$88,574.00 making the total Provider Agreement amount \$248,313.63.

MINUTES

MOED - cont'd

The total obligation level under this Provider Agreement will not exceed \$248,313.63. The source of funds remains the same (Highway or Capital Transit Construction Skills Federal Funds received through the DLLR.

The First Amendment to Provider Agreement is late because additional time was necessary to reach a comprehensive understanding between the parties.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE NO-COST TIME EXTENSION.

UPON MOTION duly made and seconded, the Board ratified the First Amendment to Provider Agreement with Job Opportunities Task Force, Inc.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Employees' Retirement System (ERS)</u>			
1. Daniel Young	NCPERS 2020 Annual Conference and Exhibition Las Vegas, NV May 8 - 13, 2020 (Reg. Fee \$815.00)	Special Funds ERS	\$2,214.48

The subsistence rate for this location is \$163.00 per night. The cost of the hotel is \$209.00 per day, hotel fee of \$29.00 per night, and resort fee of \$3.88 per night. The ERS is requesting additional subsistence of \$46.00 per day to cover the cost of the hotel and \$40.00 per day to cover the cost of meals and incidentals. The registration cost of \$815.00 was paid directly to NCPERS by the ERS.

Mr. Young is traveling on the days of May 8 - 9, 2020 at his own expense.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five work days or it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

2. Dorothy Bryant	NCPERS 2020 Annual Conference and Exhibition Las Vegas, NV May 9 - 14, 2020 (Reg. Fee \$815.00)	Special Funds ERS	\$2,576.33
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The subsistence rate for this location is \$163.00 per night. The cost of the hotel is \$209.00 per day, hotel fee of \$29.00

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Employees' Retirement System - cont'd</u>			

per night, and resort fee of \$3.88 per night. The ERS is requesting additional subsistence of \$46.00 per day to cover the cost of the hotel and \$40.00 per day to cover the cost of meals and incidentals. The registration cost of \$815.00 was paid directly to NCPERS by the ERS.

Ms. Bryant is traveling on the day of May 13, 2020 at her own expense.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five work days or it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

Fire and Police Employees' Retirement System (F&P)

3. McKinley Smith	NCPERS 2020 Annual Conference and Exhibition Las Vegas, NV May 8 - 13, 2020 (Reg. Fee \$815.00)	Special Funds Fire and Police	\$2,193.48
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The subsistence rate for this location is \$163.00 per night. The cost of the hotel is \$209.00 per day, hotel fee of \$29.00 per night, and resort fee of \$3.88 per night. The F&P is requesting additional subsistence of \$46.00 per day to cover the cost of the hotel and \$40.00 per day to cover the cost of meals and incidentals. The registration cost of \$815.00 was paid directly to NCPERS by the F&P.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Fire and Police Employees' Retirement System - cont'd</u>			

Mr. Smith is traveling on the days of May 8 - 9, 2020 at his own expense.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will exceed five work days or it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

RETROACTIVE TRAVEL APPROVAL

Dept. of General Services, Fleet Management Division

4. Rick Opitz	Department of Transportation, Inspection of NovaBus Manufacturing Plant Plattsburgh, NY Dec. 9 - 13, 2019 (Reg. Fee \$0.00)	Internal Service Fund	\$1,674.50
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On December 9 - 13, 2019, Mr. Opitz traveled to Plattsburgh, NY to attend the Department of Transportation, Inspection of NovaBus Manufacturing Plant. The allowed subsistence rate for this location is \$151.00 per day.

The hotel rate for December 9 - 11, 2019 was \$138.71 per night. The occupancy taxes were \$4.16 per night and state room taxes were \$5.55 per night, plus county taxes of \$5.55 per night.

The hotel rate for December 12, 2109 was \$129.01. The occupancy tax was \$3.87 and state room tax was \$5.16, plus county tax of \$5.16.

MINUTES**RETROACTIVE TRAVEL APPROVAL**

Dept. of General Services, Fleet Management Division - cont'd

Mr. Opitz required a rental car due to the airport being 152 miles away from his accommodations and a 2.7 mile distance between the manufacturing plant and his accommodations.

Pursuant to AM-240-8 if official City business at the event site will require extensive inspection trips, tours, or other unusual but necessary land travel, the Board must approve funds for such expenses in advance of the trip.

Pursuant to AM 240-3, the Board of Estimates must take action on a Travel Request if the City representative's absence will not exceed five work days or it involves one or both weekend days. The source or type of funds used to pay for the travel has no bearing upon the requirement of approval.

The Department is requesting additional subsistence of \$148.47 for meals and incidentals.

This request is late because of the administrative process. The Department requests retroactive travel approval. The requested travel reimbursement is as follows:

TRAVEL REIMBURSEMENT

\$	597.96	-	Transportation
	281.31	-	Rental Car
	41.65	-	Parking
	545.14	-	Hotel
	59.97	-	Hotel Tax
	101.14	-	Food
	<u>101.14</u>		
	\$1,627.17		

MINUTESTravel Request - cont'd

Upon MOTION DULY made and seconded, the Board approved item no. 4 of the foregoing travel items. Item nos. 1, 2, and 3 were **WITHDRAWN.**

MINUTES

Mayor's Office of Homeless - Termination of Provider Agreements
Services _____

ACTION REQUESTED OF B/E:

The Board is requested to approve the following Termination of the Provider Agreements with Bridge Haven, Inc. (Provider).

Contract No.: 39275 (General Funds)
Period: 10/1/2019 - 6/30/2020
\$953,079.25

Contract No.: 39338 (HSP Funds)
Period: 10/1/2019 - 6/30/2020
\$251,500.00

Contract No. 39390 (DSS Funds)
Period: 10/1/2019 - 6/30/2020
\$8,198.00

BACKGROUND/EXPLANATION:

The Board approved three contracts with the Provider in the amount of \$953,079.25 (executed on October 30, 2019); \$251,500.00 (executed on February 5, 2020); and \$8,198.00 (executed on January 29, 2020). Pursuant to the Provider Agreements, the Provider operates the Pinderhughes Emergency Homeless Shelter for 78 individual women and/or families experiencing homelessness in the City.

After the completion of multiple on-site visits and a formal compliance monitoring review completed January 24 - 28, 2020. It was determined the Provider was in violation of multiple compliance requirements in addition to violations related to client discrimination and right to shelter. The Provider has not resolved the compliance issues or violations.

MINUTES

Mayor's Office of Homeless - cont'd
Services _____

The Provider has received a Notice of Termination for Cause, which terminates the services of the Provider on March 21, 2020 if the issues and violations have not been cured. The Office is preparing for transition of the services from the Provider. The Office requests the Board to approve the termination of these contracts with the Provider effective March 21, 2020 if the issues and violations have not been cured by the date.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the Termination of the Provider Agreements with Bridge Haven, Inc.

MINUTES**PROPOSAL AND SPECIFICATIONS**

1. Department of Public Works/Office of Engineering and Construction - Sanitary Contract No. 926RR
Electrical Distribution System Reliability Improvements, Physical Improvements, Physical Security Upgrades and On-Site Power Generation at the Patapsco Wastewater Treatment Plant
BIDS TO BE RECV'D: 05/06/2020
BIDS TO BE OPENED: 05/06/2020

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

MINUTES

President: "Ah -- before we close I want to again, thank our agencies who've been working around the clock to ensure that the city runs smoothly and safely during this crisis, especially the Health Department. We are all taking steps to protect our health but we ask everyone to help again with slowing down the spread of this virus by practicing social distancing, listening to the advice of our Health Department and health officials across the state, and we know that this is going to be tough but together Baltimore will make through it. We will not be broken we will have to look out for each other, look out for our neighbors and rest assured that I along with the members of this Board are going to do everything that we can do to work together to keep Baltimore moving. Thank you. Ah -- as there's no more business before the Board, we will recess until Bid opening at 12 noon."

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MINUTES

Comptroller: "The Board of Estimates is now in session for the receiving and opening of bids. In the interest of promoting the order and the efficiency of these proceedings, persons who are disruptive to the meeting will be asked to leave the Board room. Meetings of the Board of Estimates are open to the public for the duration of the meeting. The Board room must be vacated at the conclusion of the meeting. Failure to comply may result in a charge of trespassing."

BIDS, PROPOSALS, AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Comptroller announced that the following agency had issued an addendum extending the dates for receipt and opening of bids on the following contract. There were no objections.

Bureau of Procurement

-B50005958, Windows and Trusses
Cleaning Services - Convention
Center Complex

BIDS TO BE RECV'D: 03/18/2020

BIDS TO BE OPENED: 03/18/2020

L & G Exclusive Cleaning Services, Inc.
Mr. Sparkle Window Cleaner
P2 Maintenance Services

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 19007, Curb Repair Citywide

M. Luis Construction Co., Inc.
J. Villa Construction, Inc.
E & R Services, Inc.
ECM Corporation

Department of Transportation - TR 20008, ADA Ramps Citywide

M. Luis Construction Co., Inc.
J. Villa Construction, Inc.
E & R Services, Inc.
ECM Corporation
Anchor Construction Corp.

Bureau of Procurement - B50005958, Windows and Trusses Cleaning Services - Convention Center Complex

L & G Exclusive Cleaning Services, Inc.
Mr. Sparkle Window Cleaner
P2 Maintenance Services

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There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, March 25, 2020.


JOAN M. PRATT
Secretary