

MINUTES**REGULAR MEETING**

Honorable Bernard C. "Jack" Young, President
Honorable Catherine E. Pugh, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
Rudolph S. Chow, Director of Public Works
David E. Ralph, Interim City Solicitor
S. Dale Thompson, Deputy Director of Public Works - **ABSENT**
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good morning, the February 1, 2017, meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiency of these hearings, persons who are dis -- disruptive to the hearings will be asked to leave the hearing room immediately. 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. I will direct the Board members attention to the memorandum from my office dated January 30, 2017, 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."

MINUTES

Interim City Solicitor: "I move the approval of the items on the routine agenda."

Comptroller: "Second."

President: "All in favor say AYE. All opposed Nay. The routine agenda has been adopted."

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MINUTES

Parking Authority of - Parking Facility Rate Adjustment
Baltimore City (PABC)

ACTION REQUESTED OF B/E:

The Board is requested to approve an adjustment to the transient rate at the City-owned Baltimore Street Garage that is managed by the PABC. The Parking Facility Rate Adjustment is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The PABC is charged with managing the City of Baltimore's parking assets. Proper stewardship of those assets requires that the PABC realize the best possible return on the City's parking investments.

Pursuant to Article 31, §13(f)(2) of the Baltimore City Code, subject to the approval of the Board of Estimates, the PABC may set the rates for any parking project. The PABC believes that a rate adjustment at this parking facility is warranted at this time.

To bring the transient rate charged at Baltimore Street Garage in line with its surrounding facilities, the PABC staff developed the rate adjustment recommendation submitted hereto. This rate adjustment was unanimously approved by the PABC Board of Directors.

MINUTES

PABC - cont'd

Location	Proposed Transient Rate Changes				Proposed Monthly Rate Changes
Baltimore Street Garage	Regular Transient Rates				Regular Monthly Rate
		Current Rate	Proposed Rate	Last Rate Change	No Proposed Changes
	1 hour rate	\$7.00	\$8.00	December 2014	

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved an adjustment to the transient rate at the City-owned Baltimore Street Garage that is managed by the PABC.

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

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

JRCRUZ Corp.	\$101,043,000.00
North Point Builders, Inc.	\$ 8,000,000.00
Temp Air Company	\$ 8,000,000.00
The American Asphalt Paving Co., LLC	\$ 1,500,000.00
W.M. Schlosser Company, Inc.	\$151,659,000.00

There being no objections, the Board, UPON MOTION duly made and seconded, approved the prequalification of contractors for the listed firms.

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders

listed on the following pages:

316 - 318

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

MINUTES**EXTRA WORK ORDERS**

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

Department of Transportation

1.	EWO #001, \$0.00 - TR 15018R, Conduit System New Construction at Various Locations Citywide (JOC)			
	\$ 922,715.00 -	Highlander Contracting Co.	150	65
			CCD	

This request is for a non-compensable time extension of 150 consecutive calendar days to expend the remaining one-third of the contract value. The Notice-to-Proceed was effective December 14, 2015 with a completion date of December 13, 2016. This request will extend the contract to May 11, 2017. Contract TR 15018R is utilized for conduit improvements that require construction of new conduit duct sections. The demand over the past 12 months, which was the contract duration, warranted new build installations to handle Baltimore Gas and Electric power transmission existing conduit repair work. As a result, the repair work expended two-thirds of the contract value. The EWO is within the scope of the contract. There is not a Certificate of Completion of the work, phases, or portions of the work. The requested extra work has not commenced. This request does not include additional or an increase in quantity of bid items. Scheduled locations for conduit new build infrastructure include Eager and Charles Streets.

2.	EWO #001, \$102,988.67 - TR 08308, Reconstruct East North Avenue (US Route 1) from West of Aisquith Street to East of Washington Street			
	\$12,862,243.60 -	Allan Myers MD, Inc.	-	32

This authorization is for additional work required to install a water line per plan, to replace concrete items from mix 6 to mix 9, and to install sectional vaults for

MINUTES

EXTRA WORK ORDERS

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

Department of Transportation - cont'd

water line construction due to the State Highway Administration not having an approval source. The work needed under the EWO is the result of discoveries made during excavation; some of which were unforeseen conditions that were not included in the advertised contract specifications. For instance, the contractor discovered a conflict between what was advertised and what existed at East North Avenue and Broadway Street at (STA 621+00), in the form of a water valve vault extension obstructing the water main alignment. After evaluation of possible alignment options a design sketch was prepared, reviewed by DOT, and accepted for the least cost solution. To address the conflict a 16" core through the water valve vault was needed to route the proposed water line as per plans, as the advertised plans did not provide sufficient clearance to install the pipe as needed. In addition, the contract was advertised requesting the use of concrete mix no. 6, which is no longer in use and will be substituted for mix no. 9, which contains an accelerant that allows for better paving and joint construction.

3. EWO #003, \$25,139.46 - TR 08308, Reconstruct East North Avenue (US Route 1) from West of Aisquith Street to East of Washington Street
- | | | | | |
|-----------------|--------------|-------------------------|---|----|
| \$12,862,243.60 | \$123,295.50 | Allan Myers MD,
Inc. | - | 42 |
|-----------------|--------------|-------------------------|---|----|

This authorization will provide for the unforeseen conditions at Wolf Street station 806+60. The utility was neither marked by the utility marking company nor was the utility shown on the City's records as the utility had been abandoned many years ago and was not placed on the as-built plans at that time. The Baltimore Gas and Electric (BGE) gas lines were leaking throughout the project resulting in

MINUTES**EXTRA WORK ORDERS**

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

Department of Transportation - cont'd

down time for the project. The Department and the contractor coordinated with BGE to repair any leaky gas lines to avoid further gas leaks and avoid any additional down time. In addition, it should be noted that the gas lines discovered during excavation are very old and corroded throughout the project site.

MINUTES

Law Department - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release for the action brought by Jazmin Brewer, Plaintiff, against Officers Amir Jaberri, Darryl Harrison, and Jason Schmitt for alleged battery, negligence, gross negligence, excessive force, and violations of provisions of the Maryland Declaration of Rights arising out of an incident in which the Plaintiff was arrested by the Defendants.

AMOUNT OF MONEY AND SOURCE:

\$45,000.00 - 1001-000000-2041-716700-603070

BACKGROUND/EXPLANATION:

On May 6, 2012, at approximately 2:00 a.m., Officers Jaberri and Schmitt were patrolling the 1400 block of West Baltimore Street near Stricker Street. While patrolling, Officers Jaberri and Schmitt saw Plaintiff Brewer pull a screaming woman by the hair out of Bill's Place take-out restaurant. Officers Jaberri and Schmitt ran towards Brewer, identifying themselves as police and ordered him to stop pulling the woman's hair. Conversely, Plaintiff Brewer contends that he was only holding his girlfriend, Candice Boulware, by the arm to try to motivate her to leave Bill's Place together before a fight broke out.

Plaintiff ran towards Gilmore Street and Officers Jaberri and Schmitt pursued on foot. Plaintiff contends that he instinctively ran away from the Officers because he is from the area and had seen police beat people and wanted no interactions with the police. Officer Harrison, who was in a transport wagon nearby on Baltimore and Gilmore Streets, noticed the Plaintiff Brewer running towards Gilmore Street while being chased by Officers Jaberri and Schmitt. Officer Harrison exited his vehicle and went to the corner of Gilmore and Baltimore Streets so he

MINUTESLaw Department - cont'd

could stop the Plaintiff. As Officer Harrison waited, the Plaintiff Brewer turned the corner and ran into Officer Harrison, causing both to fall to the ground. While on the ground the Plaintiff tried to get up and run away but Officer Harrison was able to hold the Plaintiff by the shirt and keep him there until Officers Jaber and Schmitt arrived and subdued him. While on the ground, Brewer flailed his arms and legs at the officers. All three officers turned Brewer over and handcuffed him.

The Plaintiff, Brewer, was put in the transport wagon and Officer Harrison drove towards Central Booking. Along the way the Plaintiff said his wrist hurt. Officer Harrison asked the Plaintiff if he would like to go to the hospital, but the Plaintiff Brewer declined. At Central Booking, the Plaintiff was refused admission because the Plaintiff said he was hurt. Officer Harrison then transported the Plaintiff to Bon Secours Hospital where x-rays revealed that he had a fracture of the wrist. The Plaintiff was charged with assault in the second degree but those charges were nolle prossed by the State's Attorney's Office on June 6, 2012.

The Plaintiff filed suit seeking unspecified compensatory and punitive damages. Because of conflicting factual issues, the nolle crossing of the charges, and objective injuries suffered by Plaintiff, and given the uncertainties and unpredictability of jury verdicts, the parties propose to settle the matter for a total sum of \$45,000.00 in return for a dismissal of the litigation.

Based on a review of the facts and legal issues specific to this case, the Settlement Committee of the Law Department recommends that the Board approve the settlement of this case as set forth herein.

APPROVED FOR FUNDS BY FINANCE

MINUTES

Law Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release for the action brought by Jazmin Brewer, Plaintiff, against Officers Amir Jaber, Darryl Harrison, and Jason Schmitt for alleged battery, negligence, gross negligence, excessive force, and violations of provisions of the Maryland Declaration of Rights arising out of an incident in which the Plaintiff was arrested by the Defendants.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development (DHCD) - Options</u>			
1. Omkar Paul Ramlogan	4313 Park Heights Avenue	L/H	\$8,360.00
Funds are available in account 9910-903183-9588-900000-704040.			
2. Lighthouse Ground Rents, LLC	4313 Park Heights Avenue	G/R	\$ 640.00

Funds are available in account 9910-903183-9588-900000-704040.

In the event that the option agreement/s fail/s 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 options, condemnations, and quick-takes.

MINUTES

TRANSFER OF FUNDS

* * * * *

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

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SUBJECT to receipt of a favorable report
from the Planning Commission,
the Director of Finance having
reported favorably thereon,
as required by the provisions of the
City Charter.

MINUTES**TRANSFER OF FUNDS**

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Baltimore Development Corporation</u>			
1.	\$134,406.00	9910-910063-9600	9910-905360-9601
	1 st Community	Constr. Res.	Public Market
	& Economic	(Lexington	Improvements
	Dev. Fund	Market)	

This transfer will provide funds to Lexington Market, Inc. to assist in various upgrades and improvements to Lexington Market. The repairs/improvements to this iconic Baltimore City public market include, asphalt, and garage ceiling repairs and painting of the existing market space.

MINUTES

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

The Board is requested to approve and authorize execution of the Community Development Block Grant (CDBG) Agreement and Amendatory Agreement No. 1 to CDBG Agreement.

AGREEMENT

1. **GARWYN OAKS/NORTHWEST HOUSING** **\$ 60,000.00**
RESOURCE CENTER, INC.

Accounts: 2089-208917-5930-437781-603051	\$ 15,000.00
2089-208917-5930-437791-603051	\$ 35,000.00
2089-208917-5930-437783-603051	\$ 10,000.00

Under this agreement, the funds will be utilized to subsidize the operating costs of the Garwyn Oaks/Northwest Housing Resource Center, Inc. The organization operates a housing resource center that provides housing counseling and activities to attract and retain homeowners in the Garwyn Oaks area by promoting the community as a viable place to live. The period of the CDBG Agreement is August 1, 2016 through July 31, 2017.

FOR FY 2017, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$10,500.00, AS FOLLOWS:

MBE: \$2,835.00

WBE: \$1,050.00

On May 4, 2016, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2016 Annual Action Plan for the following formula programs:

MINUTES

DHCD - cont'd

1. Community Development Block Grant (CDBG)
2. HOME
3. Emergency Solutions Grant (ESG)
4. Housing Opportunities for Persons with AIDS (HOPWA)

Upon approval of the resolution, the DHCD's Contracts Section began negotiating and processing the CDBG Agreements as outlined in the Plan effective July 1, 2016 and beyond. Consequently, the agreement was delayed due to final negotiations and processing.

AMENDMENT TO AGREEMENT

2. EMPIRE HOMES OF MARYLAND, INC. \$0.00

On August 10, 2016, the Board approved the original agreement with the organization in the amount of \$80,000.00, for the period July 1, 2016 through June 30, 2017. The purpose of this amendment is to implement a no-cost budget revision retroactive to November 1, 2016 to incorporate certain personnel changes and shifts in operating costs implemented to support the personnel changes. All other terms and conditions of the original agreement will remain unchanged.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board to approved and authorized execution of the Community Development Block Grant Agreement and Amendatory Agreement No. 1 to CDBG Agreement.

MINUTES

Department of Housing and - Assignment and Amendment of
Community Development Land Disposition Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Assignment and Amendment of Land Disposition Agreement between Metro Delta Torchbearer Foundation, Inc. (Metro Delta) and Carrolrigg LLC (Carrolrigg) regarding 1024 N. Carrollton Avenue.

AMOUNT OF MONEY AND SOURCE:

Purchase price is as follows:

1024 N. Carrollton Avenue	\$23,654.59
Costs to Metro Delta	<u>-\$23,654.59</u>
Total Due to the City	\$ 0.00

BACKGROUND/EXPLANATION:

Metro Delta Torchbearer Foundation, Inc. has agreed to transfer 1024 N. Carrollton Avenue to Carrolrigg LLC for the consideration of \$23,654.59, subject to the Land Disposition Agreement dated December 6, 2006 that requires any consideration that exceeds the actual costs expended by the Developer be paid to the City. Metro Delta will pay \$23,654.59 to Carrolrigg, and no funds will be owed to the City.

Metro Delta Torchbearer Foundation, Inc. will assign the vacant building known as 1024 N. Carrollton Avenue to Carrolrigg. Carrolrigg will develop affordable, low-income, rental apartments for medically fragile, disabled, or elderly individuals, and veterans on the site. The project will be financed through public and private sources. The Assignment and Amendment of Land Disposition Agreement assigns the LDA to Carrolrigg, changes the Project Description, and extends the Completion of Construction deadline for thirty-six months.

MINUTES

DHCD - cont'd

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE VALUE DETERMINED BY THE APPRAISAL PROCESS:

The City's appraisal policy, does not apply as this is an Assignment and Amendment of the existing Land Disposition Agreement that was approved on December 6, 2006.

MBE/WBE PARTICIPATION:

The Commitment to Comply with the Minority and Women's Business Enterprise Program is attached to the LDA.

UPON MOTION made and duly seconded, the Board approved and authorized execution of an Assignment and Amendment of Land Disposition Agreement between Metro Delta Torchbearer Foundation, Inc. and Carrolrigg LLC regarding 1024 N. Carrollton Avenue. The Mayor **ABSTAINED**.

MINUTES

Department of Housing and - Lien Release
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve the release of liens, plus all accrued interest and/or penalties on the vacant property located at 2309 Callow Avenue for the transferee, Ezay Constructions, Inc./Phillip Allen, Authorized officer.

AMOUNT OF MONEY AND SOURCE:

\$36,663.93 - plus all accrued interest and/or penalties

BACKGROUND/EXPLANATION:

Pursuant to the Annotated Code of Maryland, Tax Property 14-806, the Board has the authority to release liens against real property under certain circumstances. In this case, the property in question complies with all requirements under the lien release law:

- the property is a vacant building,
- the liens in the amount of \$52,592.18 exceed the appraised value of the property in the amount of \$4,000.00, and
- the transferee will redevelop the property and return it to productive use within a reasonable time and eliminate blighting conditions, and return it to the tax rolls of Baltimore City.

The transferee will rehabilitate the building for use as a residential single family home, which will be sold to a homeowner at market rate. The release of liens on the property will make it financially feasible for redevelopment and prevent tax abandonment. The transferee will be using private funds.

MINUTES

DHCD - cont'd

Prior to settlement, transferee will pay the City \$15,928.25, which is a combination of the flat tax and water charges. The appraised value of the property is \$4,000.00. The amount paid will be applied to satisfy the water bill, real estate taxes, and flat tax first, then any other liens that have accrued prior to the date of this lien release.

Any additional property tax assessments, water charges, and liens that accrue from the date of this lien release will be the responsibility of the transferee to pay prior to settlement. Failure to record the deed and pay the purchase price listed in the Agreement of Sale in the amount of \$15,928.25 within 120 days from the date of approval by the Board, will void this release.

MBE/WBE PARTICIPATION:

The transferee will purchase this property for an amount that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or construction; therefore MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved the release of liens, plus all accrued interest and/or penalties on the vacant property located at 2309 Callow Avenue for the transferee, Ezay Constructions, Inc./Phillip Allen, Authorized officer.

MINUTES

Department of Housing and - Lien Release
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve the release of liens, plus all accrued interest and/or penalties on the vacant property located at 2311 Callow Avenue for the transferee, Ezay Constructions, Inc./Phillip Allen, Authorized officer.

AMOUNT OF MONEY AND SOURCE:

\$35,458.08 - plus all accrued interest and/or penalties

BACKGROUND/EXPLANATION:

Pursuant to the Annotated Code of Maryland, Tax Property 14-806, the Board has the authority to release liens against real property under certain circumstances. In this case, the property in question complies with all requirements under the lien release law:

- the property is a vacant building,
- the liens in the amount of \$47,230.08 exceed the appraised value of the property in the amount of \$4,000.00, and
- the transferee will rehabilitate the property and return it to productive use within a reasonable time and eliminate blighting conditions, and return it to the tax rolls of Baltimore City.

The transferee will rehabilitate the building for use as a residential single family home, which will be sold to a homeowner at market rate. The release of liens on the property will make it financially feasible for redevelopment and prevent tax abandonment. The transferee will be using private funds.

MINUTES

DHCD - cont'd

Prior to settlement, transferee will pay the City \$11,772.00, which is a combination of the flat tax and water charges. The appraised value of the property is \$4,000.00. The amount paid will be applied to satisfy the water bill, real estate taxes, and flat tax first, then any other liens that have accrued prior to the date of this lien release.

Any additional property tax assessments, water charges, and liens that accrue from the date of this lien release will be the responsibility of the transferee to pay prior to settlement. Failure to record the deed and pay the purchase price listed in the Agreement of Sale in the amount of \$11,772.00 within 120 days from the date of approval by the Board, will void this release.

MBE/WBE PARTICIPATION:

The transferee will purchase this property for an amount that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or construction; therefore MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved the release of liens, plus all accrued interest and/or penalties on the vacant property located at 2311 Callow Avenue for the transferee, Ezay Constructions, Inc./Phillip Allen, Authorized officer.

MINUTES

Department of Housing and - Lien Release
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve the release of liens, plus all accrued interest and/or penalties on the vacant property located at 2321 Callow Avenue for the transferee, Maryland Redstone, LLC/Fozan Ghannam, Authorized member.

AMOUNT OF MONEY AND SOURCE:

\$22,347.19 - plus all accrued interest and/or penalties

BACKGROUND/EXPLANATION:

Pursuant to the Annotated Code of Maryland, Tax Property 14-806, the Board has the authority to release liens against real property under certain circumstances. In this case, the property in question complies with all requirements under the lien release law:

- the property is a vacant building,
- the liens in the amount of \$36,365.66 exceed the appraised value of the property in the amount of \$4,000.00, and
- the transferee will rehabilitate the property and return it to productive use within a reasonable time, eliminate blighting conditions, and return it to the tax rolls of Baltimore City.

The transferee will rehabilitate the building for use as a residential single family home, which will be sold to a homeowner at market rate. The release of liens on the property will make it financially feasible for redevelopment and prevent tax abandonment. The transferee will be using private funds.

MINUTES

DHCD - cont'd

Prior to settlement, transferee will pay the City \$14,018.47, which is a combination of the flat tax and water charges. The appraised value of the property is \$4,000.00. The amount paid will be applied to satisfy the water bill, real estate taxes, and flat tax first, then any other liens that have accrued prior to the date of this lien release.

Any additional property tax assessments, water charges, and liens that accrue from the date of this lien release will be the responsibility of the transferee to pay prior to settlement. Failure to record the deed and pay the purchase price listed in the Agreement of Sale in the amount of \$14,018.47 within 120 days from the date of approval by the Board, will void this release.

MBE/WBE PARTICIPATION:

The transferee will purchase this property for an amount that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or construction; therefore MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved the release of liens, plus all accrued interest and/or penalties on the vacant property located at 2321 Callow Avenue for the transferee, Maryland Redstone, LLC/Fozan Ghannam, Authorized member.

MINUTES

Department of General Services - Partial Release of Retainage Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Partial Release of Retainage Agreement with J.A.K. Construction Co., Inc., under GS 12808, Waverly Library No. 9 Renovations.

AMOUNT OF MONEY AND SOURCE:

\$119,893.85 - 9936-906060-9457-000000-200001

BACKGROUND/EXPLANATION:

As of August 15, 2015, J.A.K. Construction Co., Inc. has completed 100% of all work for GS 12808, Waverly Library No. 9 Renovations. The City has agreed to a Release of Retainage in the amount of \$119,893.85 to United States Surety Company. Currently, the City is holding \$129,893.85 in retainage for the referenced project, and will reduce the amount of the retainage to \$10,000.00 and has determined that its interests are fully protected by this reduction.

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Partial Release of Retainage Agreement with J.A.K. Construction Co., Inc., under GS 12808, Waverly Library No. 9 Renovations.

MINUTESHealth Department - Agreements and Notice of Awards

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

AGREEMENTS

1. **WOODBOURNE WOODS, INC.** **\$12,480.00**

Account: 4000-432917-3255-761200-604014

The organization will provide meal services for elderly residents at the Woodbourne Woods Apartments located at 1650 Woodbourne Avenue.

The organization will serve 15 seniors, per day, Monday, Tuesday, Thursday, and Friday for dinnertime meals at a cost of \$4.00 per meal for 52 weeks. The period of the agreement is October 1, 2016 through September 30, 2017.

The agreement is late because the Department recently completed it.

2. **GREENMOUNT SENIOR CENTER, INC.** **\$69,646.00**

Accounts: 4000-433517-3024-761409-603051	\$41,746.00
4000-436117-3255-761700-603051	\$27,900.00

The organization will operate a senior program, which serves as the focal point for seniors and their caregivers. Services will include, but are not limited to transportation, social, recreational, and educational programs, information and assistance, outreach, and wellness. The period of the agreement is October 1, 2016 through September 30, 2017.

The agreement is late because the Department was waiting on a final budget and signatures from the provider.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

3. **G.S. HOUSING, INC.** **\$36,500.00**

Account: 4000-432917-3255-761200-604014

The organization will provide Title III C-1 Congregate Housing Meal Services program. It will serve weekday and weekend dinner meals to 25 elderly clients at the Belvedere Green Apartments located at 1651 E. Belvedere Avenue. The meals are being provided at \$4.00 per meal. The period of the agreement is October 1, 2016 through September 30, 2017.

The agreement is late because the Department was waiting on the Grant Award and signatures from the provider.

4. **EDWARD A. MYERBERG SENIOR CENTER, INC.** **\$40,997.00**

Account: 4000-433517-3024-761414-603051

The organization operates a senior program, which will serve as the community focal point for seniors and their caregivers. Services to be provided will include, but are not limited to, social, recreational, and educational programs, information and assistance, outreach, wellness and transportation. The period of the agreement is October 1, 2016 through September 30, 2017.

The agreement is late because the Department was waiting on finalization of budget and signatures from the provider.

MINUTES

Health Department - cont'd

5. **AIDS ACTION BALTIMORE, INC.** **\$80,571.00**

Account: 4000-484817-3023-718000-603051

The organization serves as an advocate for those at-risk for HIV, as well as those living with HIV through providing educational, financial, and emotional support for those living with HIV and at-risk for HIV in the Baltimore metropolitan areas.

The organization will hire and retain one person from the Men Who Have Sex with Men (MSM) community and one person from the transgender community to conduct outreach, peer navigation services, and adherence and retention services. This initiative is known as the PrEP UP program. These services consist of: assessing persons encountered through outreach and the organizations programs for PrEP eligibility, referring eligible clients to clinical and support services, including referrals to partnering clinical agencies (STAR TRACK, JACQUES Initiative, Harriet Lane, Moore Clinic, Chase Brexton, and the Department's STD Clinics). Other services include evaluating and discussing social service barriers to care with persons interested in PrEP and other HIV prevention services, including, but not limited to transportation, housing, employment, behavioral health, and insurance navigation. The organization will also provide assistance to reduce barriers, including referrals to public agencies for services, conduct monthly MSM support group meetings, and monthly transgender support group meetings to discuss issues pertinent to remaining adherent to PrEP and retained in care. The period of the agreement is September 30, 2016 through September 29, 2017.

The agreement is late due to the administrative review process.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

6. **OFFICE OF THE STATE'S ATTORNEY** **\$70,000.00**
FOR BALTIMORE CITY

Account: 4000-483517-3080-294600-603051

The purpose of the Resilience in Communities After Stress and Trauma (ReCAST) West Baltimore Project is to reduce the impact of trauma and build resilience in Central West Baltimore, specifically Sandtown-Winchester, Upton/Druid Heights and Penn North communities.

The Office of the State's Attorney for Baltimore City will provide direct programming in schools within the ReCAST communities to build relationships with youth and better familiarize young people with the justice system. The period of the agreement is September 30, 2016 through September 29, 2017.

The agreement is late because the Board of Estimates approved the Notice of Award for ReCAST West Baltimore: Empowering Communities to Heal From Trauma on October 12, 2016. The Department then awarded funds to subgrantees for program services and had to review and approve their budgets, which delayed processing.

MWBOO GRANTED A WAIVER.

7. **COMMUNITIES UNITED, INC.** **\$76,564.00**

Account: 4000-483517-3080-294600-603051

The purpose of the Resilience in Communities After Stress and Trauma (ReCAST) West Baltimore Project is to reduce the impact of trauma and build resilience in the Central West Baltimore communities so that young people can complete school and engage in the workforce.

The organization will provide community organizing and out-

MINUTESHealth Department - cont'd

reach services to support the needs, assessment, strategic planning, coalition planning, and resource coordination to the ReCAST communities. These services will ensure alignment with community needs and that services available are known and taken advantage of by residents throughout the community. The period of the agreement is September 30, 2016 through September 29, 2017.

The agreement is late because the Notice of Award for ReCAST West Baltimore: Empowering Communities to Heal From Trauma was approved by the Board of Estimates on October 12, 2016 and the Department had to review and approve the subgrantee budgets.

8. **HUMANIM, INC.** **\$100,004.00**

Account: 4000-483517-3080-294600-603051

The purpose of the Resilience in Communities After Stress and Trauma (ReCAST) West Baltimore Project is to reduce the impact of trauma and build resilience in the Central West Baltimore communities so that young people can complete school and engage in the workforce.

The organization will recruit and engage families to participate in financial stability education, facilitate implementation of the full program, include incentives, implement youth leadership activities, and subcontract with wellness providers to implement yoga and mindfulness activities. The period of the agreement is September 30, 2016 through September 29, 2017.

The agreement is late because the Notice of Award for ReCAST West Baltimore: Empowering Communities to Heal From Trauma was approved by the Board of Estimates on October 12, 2016, and the Department had to review and approve the subgrantee budgets.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd9. **FAMILY LEAGUE OF BALTIMORE CITY, INC.** **\$756,600.00**

Accounts: 6000-626317-3080-513200-603051	\$680,000.00
4000-406817-3080-288500-603051	\$ 66,100.00
1001-000000-3080-288500-603051	\$ 10,500.00

The B'More for Healthy Babies Initiative (BHB) is a 10-year-plus citywide strategy launched in 2009 and co-led by the organization and the Department. The BHB brings together public agencies, health care institutions, community-based organizations, and academic partners to ensure that all Baltimore's babies are born healthy weight, full-term and ready to thrive in healthy families.

The organization will provide continued oversight of work for the BHB and support of overall BHB initiative. The BHB's communication partners will perform marketing and communication activities with priority content areas of safe sleep, smoking cessation and home visiting. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late due to a delay in the completion of the required documents.

MWBOO GRANTED A WAIVER.

AUDITS REVIEWED AND HAD NO OBJECTION.

NOTICE OF AWARDS (NOA)10. **DEPARTMENT OF HEALTH AND HUMAN SERVICES** **\$ 45,085.00**
CENTERS FOR DISEASE CONTROL AND
PREVENTION (CDC) OFFICE OF FINANCIAL
RESOURCES

Account: 4000-422117-3030-271400-404001

This NOA will allow the Department's Tuberculosis (TB)

MINUTES

Health Department - cont'd

Prevention Program to use funds to support the City's TB control efforts, to provide medical care and treatment for active and latent TB patients, and to conduct contact investigations. Funds are used for staff, radiology services, and clinician salaries. The period of the agreement is January 1, 2017 through December 31, 2017.

The agreement is late due to the Department's administrative process.

11. **DEPARTMENT OF HEALTH AND HUMAN SERVICES** **\$1,347,019.00**
CENTERS FOR DISEASE CONTROL AND
PREVENTION

Account: 4000-499016-3023-513200-404001

On December 7, 2016, the Board approved acceptance of a NOA in the amount of \$3,259,425.00 for the period of September 30, 2016 through September 29, 2017.

This revised NOA will allow for the carryover of unobligated funds in the amount of \$1,347,019.00, from the previous budget period of September 30, 2015 through September 30, 2016 to be used in the current budget period ending September 29, 2017.

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

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the above listed Agreements and Notice of Awards.

MINUTES

Mayor's Office of Human Services (MOHS) - Continuum of Care
Program Agreements

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

1. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$719,693.00**
(ACC)

Account: 4000-407017-3573-757700-603051

The ACC will provide services and housing to 24 households. The funds will be used to offset the operating costs of the ACC's housing project "REACH Combined." The funding will offset costs incurred for the leasing of permanent housing units, staff salaries for case managers, and utility costs for the housing units. The funds will also offset other minor operating costs and costs for supportive services. The period of the Continuum of Care Program Agreement is January 1, 2017 through December 31, 2017.

MWBOO GRANTED A WAIVER.

2. **MARIAN HOUSE, INC.** **\$ 51,238.50**

Account: 4000-407017-3573-758300-603051

Marian House, Inc. will provide rental assistance to four households. As a requirement of the award, Marian House, Inc. is also required to leverage outside resources to provide supportive services to these households, such as case management and referrals to other social services, etc. The period of the Continuum of Care Program Agreement is December 1, 2016 through November 30, 2017.

The Continuum of Care Program Agreement is late because of a delay in receiving the signatures from Marian House, Inc.

MWBOO GRANTED A WAIVER.

MINUTES

MOHS - cont'd

3. **MARIAN HOUSE, INC.** **\$ 30,692.50**

Account: 4000-407017-3573-758400-603051

Marian House, Inc. will use the funds to cover the personnel costs for case management services for 19 formerly homeless women living in its permanent supportive housing program. The period of the Continuum of Care Program Agreement is December 1, 2016 through November 30, 2017.

The Continuum of Care Program Agreement is late because of a delay in receiving the signatures from Marian House, Inc.

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 above listed Continuum of Care Program Agreements.

MINUTES

Department of Planning - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Grant Agreement with The Baltimore Arts Realty Corporation (BARCO). The Grant Agreement is effective upon Board approval for one-year.

AMOUNT OF MONEY AND SOURCE:

\$30,000.00 - 6000-609117-1875-188500-603026

BACKGROUND/EXPLANATION:

This grant will supply matching funds to an Economic Development Administration planning investment providing support for "The Made In Baltimore Business Certification Program." The program will create a locally made brand platform for Baltimore-based manufacturers, allowing them to brand their products, businesses, and websites with the 'Made In Baltimore' seal and be listed on a central online business directory. The purpose of such a platform is to elevate the presence of local manufacturing companies, helping them grow their market among regional consumers and institutional buyers. In addition to the online directory, the 'Made in Baltimore' platform will be used as a marketing tool for promotion in the real world, by organizing retail events, vendor fairs, and factory tours for participating businesses. 'Made In Baltimore' staff will also promote member businesses by arranging retail display opportunities in existing stores, and by directly promoting appropriate businesses to larger buyers, such as procurement officers of Baltimore's anchor institutions.

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 Grant Agreement with The Baltimore Arts Realty Corporation.

MINUTES

Department of Public Works/Office - Employee Expense Statement
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve an Employee Expense Statement for Mr. Abayomi Salami for the month of August and September, 2016.

AMOUNT OF MONEY AND SOURCE:

\$ 35.64 - Mileage August 2016
71.28 - Mileage September 2016
\$106.92 - 9956-905565-9551-900020-705001

BACKGROUND/EXPLANATION:

Mr. Salami incurred expenses from collecting samples of portable water from SC 877, ENR construction project at Back River Waste Water Treatment Plant (BRWWTP) and transported it to the Ashburton laboratory for testing and brought the results back to the BRWWTP.

Prior to being transferred to the BRWWTP, Mr. Salami worked at the Patapsco WWTP where there were no assigned City vehicles for inspectors to use for City business.

After he was transferred to the BRWWTP, Mr. Salami used his personal vehicle to take the water samples to the Ashburton filtration plant. He did not know there was a pool of cars available for inspection at BRWWTP. Mr. Salami has now been made aware of the City vehicles available at BRWWTP for use on City business.

The Administrative Manual, in Section 240-11, states that Employee Expense Reports that are submitted more than 40 work days after the last calendar day of the month in which the expenses were incurred require Board of Estimates approval.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

DPW/Office of Engineering and Constr. - cont'd

UPON MOTION duly made and seconded, the Board approved the Employee Expense Statement for Mr. Abayomi Salami for the month of August and September, 2016.

MINUTESDepartment of Transportation - Minor Privilege Permit Applications

The Board is requested to approve the following applications for a Minor Privilege Permit. The applications are in order as to the Minor Privilege Regulations of the Board and the Building Regulations of Baltimore City.

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 1302 Fleet Street	1100 Fleet Street, LLC	Outdoor seating 51' x 4'
Annual Charge: \$2,073.50		
2. 800 Linden Avenue	Maryland General Hospital	Canopy 1,150 sf., cornice 410 sf.
Annual Charge: \$8,386.00		
3. 800 N. Wolfe Street	LSH GE Gateway 2, LLC	Three single face electric signs, one @ 344.99 sf., one @ 195.31 sf., one @ 57.98 sf.
Flat Charge: \$9,333.15		

Since no protests were received, there are no objections to approval.

There being no objections, the Board, UPON MOTION duly made and seconded, approved the listed Minor Privilege Permits.

MINUTES

Department of Transportation - Partial Release of
Retainage Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement for the partial release of retainage to P. Flanigan & Sons, Incorporated for TR 15016, Salt Barn and Site Improvements.

AMOUNT OF MONEY AND SOURCE:

\$107,393.89 - 9950-947010-9514-000000-200001

BACKGROUND/EXPLANATION:

All work on Contract No. TR 15016 is substantially completed as of April 01, 2016. Subsequently, P. Flanigan & Sons, Incorporated has requested a partial release of retainage in the amount of \$107,393.89. The City holds \$109,393.89 in retainage. The remaining \$2,000.00 is sufficient to protect the interests of the City.

MWBOO HAS APPROVED THE RELEASE.

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 agreement for the partial release of retainage to P. Flanigan & Sons, Incorporated for TR 15016, Salt Barn and Site Improvements.

MINUTES

Department of Transportation - Partial Release of
Retainage Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement for the partial release of retainage to Manuel Luis Construction Company, Inc. for TR 15002, Reconstruction of Footways Citywide.

AMOUNT OF MONEY AND SOURCE:

\$ 54,300.77 - 9950-906462-9504-000000-200001

BACKGROUND/EXPLANATION:

All work on Contract No. TR 15002 is substantially completed as of July 05, 2016. Subsequently, Manuel Luis Construction Company, Inc. has requested a partial release of retainage in the amount of \$54,300.77. The City holds \$56,300.77 in retainage. The remaining \$2,000.00 is sufficient to protect the interests of the City.

MWBOO HAS APPROVED THE RELEASE.

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 agreement for the partial release of retainage to Manuel Luis Construction Company, Inc. for TR 15002, Reconstruction of Footways Citywide.

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:

352 - 365

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

The Transfers of Funds were approved

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

1.	TR 17004, Recon- struction of Alleys Citywide	R.E. Harrington Plumbing & Heating Co., Inc.	\$1,023,900.00
	MBE:	R.E. Harrington Plumbing & Heating Co., Inc.*	\$358,365.00 35.0%
		National Concrete, Inc., aka National Construction	117,748.50 11.5%
			\$476,113.50 46.5%
	WBE:	Letke Security Contrac- tors, Inc.	\$102,390.00 10.0%

* Self-Performing

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 249,261.22	9950-909200-9504	
State Constr. Revenue	Constr. Reserve Unallotted	
590,438.78	9950-903300-9504	
State Constr. Revenue	Tree Roots/Foot- ways	
388,980.00	" "	
Other		
\$1,228,680.00		

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation - cont'dTRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,023,900.00	-----	9950-902466-9504-6 Struc. & Improv.
153,585.00	-----	9950-902466-9504-5 Inspection
<u>51,195.00</u>	-----	9950-902466-9504-2 Contingencies Reconstruction of Alleys Citywide
\$1,228,680.00		

This transfer will fund the costs associated with Award of TR 17004, Reconstruction of Alleys Citywide.

A PROTEST HAS BEEN RECEIVED FROM J. VILLA CONSTRUCTION INC. AND A PROTEST HAS BEEN RECEIVED FROM GALLAGHER EVELIUS & JONES, LLP ON BEHALF OF SANTOS CONSTRUCTION CO., INC.

2924 Jessup Rd.
Jessup, MD 20794
443-755-8918 Phone
410-799-1462 Fax
www.jvillaconstruction.com



Baltimore City MBE #14-358551
MDOT MBE/DBE #09-091
WSSC SLMBE

November 04, 2016

Honorable Joan M. Pratt,
Comptroller and Secretary
Board of Estimates
Baltimore City
C/O Clerk to the Board
204 City Hall
100 N. Holliday Street
Baltimore, MD 21202

RE: Baltimore City Contract No. TR17004, "Reconstruction of Alleys Citywide"

Subj.: Protest to an Award to 2-low Bidders (R. E. Harrington Plumbing & Heating Co., Inc. and Santos Construction Co. Inc.)

Dear Madam;

We are writing to The Honorable Board of Estimates to protest for an award of the above stated contract to any of the first 2-low bidders. i.e. R. E Harrington Plumbing & Heating Co., Inc. or Santos Construction Co., Inc. These both low bidders' has made serious mistakes in their bid submission and therefore to consider their bids are non-responsive and irresponsible. The following explanation of their mistakes would prove the bids are non-responsive and responsible.

(1) R. E. Harrington Plumbing & Heating Co., Inc.:

In the contract/Bid book on page no. 100, under the title "A. Bid/Proposal Affidavit" the first paragraph states:

INSTRUCTIONS: The following Bid/proposal affidavit is a material and integral part of this Bid. Each Bidder shall read it carefully and enter all information required therein prior to executing it before a Notary Public. Failure to properly complete and execute this Bid/proposal Affidavit will cause your bid to be found unresponsive and will be rejected by the Board of estimates"

R. E. Harrington Plumbing & Heating Co., Inc. has completely failed to fill the required information on each paragraph to execute this affidavit and hence their Bid must be rejected.

Secondly,

In the Contract/Bid Book on page no. 119, Part II Affidavit; the responsible official failed to sign the Affidavit and more serious is that the Notary Public has falsely stating in the third line of the Notary section, *"Personally appeared Robert Harrington who acknowledged himself-herself to be the (Title) President of R. E. Harrington Plumbing & Heating Co., Inc. being dully authorized, executed the foregoing affidavit for the purposes and uses therein contained."*

This affidavit is not properly executed and should be considered illegal and therefore their bid must be rejected.

(2) Santos Construction Co., Inc.:

The Bid Bond submitted by Santos Construction Co., Inc. clearly not executed correctly. The Bid Bond form on page no. 131 provided in Bid Book was not used to submit their bid and it appears the Bid Bond form used was discarded by the City.

More seriously, the Bid Bond submitted was wrongfully executed. It appears that the Bonding Company has signed where the contractor supposed to sign. Under the signature the typed name is "United States Surety Company". It clearly shows that Bonding Company has signed at both sections (contractor's part as well as Bonding Company's part) It means the officer of Santos Construction failed to sign the Bid bond and therefore their bid should be considered non-responsive and irresponsible and therefore, must be rejected too.

We, J. Villa Construction, Inc., therefore urging to the Honorable Board of estimates to consider an award of this project to us, since, we have submitted this bid as a responsive and responsible contractor.

Respectfully,



Jamie Villa
President

Reconstruction of Alleys Citywide

I. BID BOND

Contract No. TR17004

ALL MEN BY THESE PRESENTS, that we, the undersigned Santos Construction Co., Inc.

Principal, and United States Surety Company 5711 Woodcliff Road, Suite 101 Bowie, MD 20720

as Surety, are hereby held and firmly bound unto the Mayor and City Council of Baltimore as Owner, in the amount of at least Two Percent (2%) of the Total Bid submitted for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns. Signed this 28th day of September 2016.

The condition of the above obligation is such that WHEREAS the Principal has submitted to the Board of Estimates of the Mayor and City Council of Baltimore a certain Bid, attached hereto, and hereby made a part hereof to enter into a Contract, in writing.

for Reconstruction of Alleys Citywide Contract No. TR17004

NOW, THEREFORE,

- (a) If said Bid shall be rejected or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached here to (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said bid.

JULY 2002 REVISION

00300-43

Should have used provided Bid Bond form on page no 131 in the Contract/Bid Book

PART II. AFFIDAVIT

The undersigned, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder as follows:

1. The bidder gives assurance that it will provide opportunity for training and employment for minorities and women in apprenticeship positions, and other positions whether with the bidder or subcontractors, employed on the project.
2. The bidder gives assurance that it will use its best efforts to comply with the BAT Program.
3. The bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for apprentice/trainee and, where appropriate, will make these requirements a part of all subcontract agreements on this project.
4. Bidder acknowledges that any and all bids which fail to include this form duly executed and notarized with the M/WBE portion of the bid documents may be declared as non-responsive by the Baltimore City Board of Estimates.
5. The bidder agrees to submit all forms as required in Part I & III of this document.

TR17004

R.E. HARRINGTON PLUMBING & HEATING CO., INC.
Name of Bidder

RECONSTRUCTION OF ALLEYS CITYWIDE
Name of Project Contract

By ROBERT HARRINGTON

Signature is missing

Title PRESIDENT

Date 9/28/2016

I hereby certify that on this 27th day of SEPTEMBER, 20 16, before me the subscriber, a Notary Public of the State of MARYLAND, in and for

BALTIMORE

(City or County)

personally appeared ROBERT HARRINGTON

who acknowledged himself-herself to be the (title)

PRESIDENT

of (company) R.E. HARRINGTON PLUMBING & HEATING CO., INC.

being duly authorized, executed the foregoing affidavit for the purposes and uses therein contained.

Theresa A Roederer
Signature of Notary Public

Theresa A Roederer
NOTARY PUBLIC
Baltimore County
MARYLAND
MY COMMISSION EXPIRES 11/13/2019

11/13/19 (SEAL)
My Appointment Expires

Why???
without having Mr. Robert Harrington personally appeared before me as Notary Public. This is illegal.

... of the Always Citywide
 obligation shall be void; otherwise the same shall remain in force and effect, it being
 understood and agreed that the liability of the Surety for any and all claims hereunder shall in
 no event exceed the penal amount of this obligation, as herein stated.

Contract No. TR17004

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
 bond shall be in no way impaired or affected by an extension of the time within which the Owner may
 accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their Hand and Seals, and
 such of them as are Corporation have caused their Corporate Seals to be hereto affixed and these
 presents to be signed by their proper Officers, the day and year first set forth above.

ATTEST:

[Handwritten signature]

PRINCIPAL

Santos Construction Co., Inc.

By

[Handwritten signature]

United States Surety Company

(SEAL)

*Bonding company
 has signed at
 both these
 places*

ATTEST:

[Handwritten signature]
 Richard A. Montgomery

SURETY

By

[Handwritten signature]

Dayna M. Betz

(SEAL)

Attorney-in-Fact



CONTRACT NO. TR-17004

A. BID/PROPOSAL AFFIDAVIT

INSTRUCTIONS: The following Bid/Proposal Affidavit is a material and integral part of this Bid. Each Bidder shall read it carefully and enter all information required therein prior to executing it before a Notary Public. Failure to properly complete and execute this Bid/Proposal Affidavit will cause your bid to be found unresponsive and it will be rejected by the Board of Estimates.

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) **PRESIDENT** and the duly authorized representative of (business name) **R.E. HARRINGTON PLUMBING & HEATING CO. INC.** I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except** as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

[Handwritten signature]

**NO
INFORMATION
KEPT BLANK**

NO INFORMATION
KEPT BLANK

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

NO INFORMATION
KEPT BLANK

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland and/or Article 5, Subtitle 40, of the Baltimore City Code; and

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

NO INFORMATION
KEPT BLANK

F. AFFIRMATION REGARDING COLLUSION

FURTHER AFFIRM THAT

Neither I, nor to the best of my knowledge, information, and belief, the above business has

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offerer or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

FURTHER AFFIRM THAT

I am aware of, and the above business will comply with, Election Law Article, Title 14, Disclosure By Persons Doing Public Business, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a municipal corporation or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

FURTHER AFFIRM THAT:

(1) The business named above is a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation.

(If not applicable, so state) _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the City of Baltimore and the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, the Department of Labor, Licensing, and Regulation and the City of Baltimore, as applicable.

I. CONTINGENT FEES

I FURTHER AFFIRM THAT

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

J. CERTIFICATION OF WORK CAPACITY AND PREQUALIFICATION CLASSIFICATIONS

I FURTHER AFFIRM THAT:

We hold Certificate No. 3603 which expires on 11/25/2016

We have the Work Capacity to perform this contract as provided in the Standard Specifications and in accordance with the rules, regulations and requirements of the Baltimore City Contractors' Qualification Committee.

Furthermore, our current Certificate of Prequalification includes work Classifications covering Contract Items to a total of at least Fifty Percent (50%) of the Aggregate Amount Bid.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit shall be included in my Bid/Proposal and that my failure to furnish it will be considered cause for my Bid/Proposal to be rejected. I further acknowledge that this Affidavit is subject to applicable laws of the United States, the State of Maryland and the City of Baltimore, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the City of Baltimore, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland and Baltimore City with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

By: Robert Harrington President
Name/Title **ROBERT HARRINGTON/PRESIDENT**

Subscribed and sworn to me this 27th day of Sept 2016.

Theresa A Roederer
Notary Public

My commission expires on 11/13/19.

Bid Affidavit

Theresa A Roederer
NOTARY PUBLIC
Baltimore County
MARYLAND
MY COMMISSION EXPIRES 11/13/2019

November 22, 2016

VIA HAND DELIVERY

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

Re: Department of Transportation
Contract No. TR-17004
Reconstruction of Alleys Citywide
Bid Protest

Dear Honorable President and Members of the Board of Estimates:

On behalf of Santos Construction Co., Inc., I write to highlight fatal flaws in R.E. Harrington Plumbing & Heating Co.'s ("R.E. Harrington") bid for the above-referenced contract and to request that the contract be awarded to Santos. In its bid, R.E. Harrington's failed to (1) sign the BAT Program affidavit when the bid documents expressly require a signature and indicate that the bid may be declared non-responsive if the bidder fails to duly execute the form; and (2) provide required information in the Bid/Proposal Affidavit. Because these omissions render R.E. Harrington's bid non-responsive, the Board of Estimates should award the contract to Santos as the lowest responsive bidder.

R.E. Harrington failed to execute the BAT Program affidavit. See Ex. 1, R.E. Harrington Bid at 119. This failure is material and should result in a finding that R.E. Harrington's bid is non-responsive. The BAT affidavit states that "any and all bids which fail to include this form duly executed and notarized ... may be declared as non-responsive by the Baltimore City Board of Estimates." Id. R.E. Harrington's bid should be rejected for this reason alone. In addition, R.E. Harrington's failure to sign the BAT Program affidavit is material because only the bidder's signature can obligate the bidder to comply with the affidavit's requirements. The BAT Program affidavit requires that the bidder provide opportunity for training and employment for minorities and women in apprenticeship positions, use best efforts to comply with the BAT Program, document all opportunities for apprentice/trainee, and make the BAT Program requirements part of all subcontract agreements on the project. See id. Because R.E. Harrington failed to sign the affidavit, these City objectives will be thwarted. The Board of Estimates should find that R.E. Harrington's bid is non-responsive.

#576075

GALLAGHER
EVELIUS & JONES LLP

ATTORNEYS AT LAW

Clerk, Board of Estimates
City of Baltimore
November 22, 2016
Page 2

R.E. Harrington also failed to provide required information in the Bid/Proposal Affidavit. See Ex. 2, R.E. Harrington Bid, at 100-04. The bid documents state that the

Bid/Proposal Affidavit is a material and integral part of this Bid. Each Bidder shall read it carefully and enter all information required therein prior to executing it before a Notary Public. Failure to properly complete and execute this Bid/Proposal Affidavit will cause your bid to be found unresponsive and it will be rejected by the Board of Estimates.

By leaving blank its responses to the affirmations regarding bribery convictions, other convictions, debarment, and debarment of related entities, R.E. Harrington failed to “enter all information” and “properly complete” the Bid/Proposal Affidavit.

Several years ago, Santos submitted the low bid for Contract No. TR08025, but the Department of Transportation did not recommend Santos for award because Santos failed to fill in just one blank in this affidavit. R.E. Harrington left all four spaces blank, rather than writing “none” in the blank spaces, and thus bid did not comply with the “requirements prescribed.” For all of these reasons, R.E. Harrington’s bid should be found non-responsive, and thus rejected.

R.E. Harrington’s omissions are not minor irregularities. Public trust in the bid process depends on strict enforcement of clear bid requirements. R.E. Harrington failed to submit information required by the bid documents. Recently, Mayor Rawlings-Blake rejected a bid protest and commented that bids should be rejected where “the form wasn’t right.” See Ex. 1. The Mayor’s comments are consistent with the Green Book, which provides that “[b]ids may be rejected if they show any omissions ... or irregularities of any kind.” Green Book, Section 00 21 13.11. Section 00 51 00.03 provides that “[t]he award of the Contract, by the Board of Estimates, if it be awarded, will be made to the lowest pre-qualified responsive and responsible Bidder *whose Bid complies with all the requirements prescribed.*” (emphasis added).

J. Villa Construction, Inc. submitted a letter regarding the deficiencies in R.E. Harrington’s bid. See Ex. 3, J. Villa Bid Protest. In that letter, J. Villa also asserts that Santos “failed to sign the Bid bond.” Id. J. Villa is wrong. Santos signed the bid bond on the line below “Santos Construction Co., Inc.” and the bond company signed the bid bond below “United States Surety Company”. Id. J. Villa further asserts that Santos did not use page no. 131 in the bid book to submit its bid bond. Ex. 3 at 2. This argument fails. Santos submitted a sufficient

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Clerk, Board of Estimates
City of Baltimore
November 22, 2016
Page 3

bid bond executed by the surety and Santos. As such, Santos complied with the requirements of the bid documents.

Because R.E. Harrington failed to comply with the requirements of the bid documents, Santos was the lowest responsible and responsive bidder. The Board of Estimates should reject R.E. Harrington's bid and award Contract No. TR-17004 to Santos. In the event DOT recommends an award of the contract to R.E. Harrington, this letter shall also serve as Santos's bid protest.

Sincerely,



Matthew A. Haven

cc: Hon. Bernard C. Young (BCYoung@baltimorecity.gov)
Hon. Stephanie Rawlings Blake (Mayor@baltimorecity.gov)
Hon. Joan Pratt (Joan.Pratt@baltimorecity.gov)
Rudy Chow, P.E. (Rudy.Chow@baltimorecity.gov)
David Ralph, Esq. (david.ralph@baltimorecity.gov)
W. Michael Mullin, Esq. (Michael.Mullen@baltimorecity.gov)

CONTRACT NO. TR-17004

PART II. AFFIDAVIT

The undersigned, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder as follows:

1. The bidder gives assurance that it will provide opportunity for training and employment for minorities and women in apprenticeship positions, and other positions whether with the bidder or subcontractors, employed on the project.
2. The bidder gives assurance that it will use its best efforts to comply with the BAT Program.
3. The bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for apprentice/trainee and, where appropriate, will make these requirements a part of all subcontract agreements on this project.
4. Bidder acknowledges that any and all bids which fail to include this form duly executed and notarized with the M/WBE portion of the bid documents may be declared as non-responsive by the Baltimore City Board of Estimates.
5. The bidder agrees to submit all forms as required in Part I & III of this document.

R.E. HARRINGTON PLUMBING & HEATING CO., INC.
Name of Bidder

TR17004
RECONSTRUCTION OF ALLEYS CITYWIDE
Name of Project Contract

By ROBERT HARRINGTON

Title PRESIDENT

Date 9/28/2016

I hereby certify that on this 27th day of SEPTEMBER, 2016, before me the subscriber, a Notary Public of the State of MARYLAND, in and for BALTIMORE (City or County), personally appeared ROBERT HARRINGTON who acknowledged himself-herself to be the (title) PRESIDENT of (company) R.E. HARRINGTON PLUMBING & HEATING CO., INC. and being duly authorized, executed the foregoing affidavit for the purposes and uses therein contained.

Theresa A. Roederer
Signature of Notary Public

11/13/19 (SEAL)
My Appointment Expires

Theresa A Roederer
NOTARY PUBLIC
Baltimore County
MARYLAND
MY COMMISSION EXPIRES 11/13/2019



A. BID/PROPOSAL AFFIDAVIT

INSTRUCTIONS: The following Bid/Proposal Affidavit is a material and integral part of this Bid. Each Bidder shall read it carefully and enter all information required therein prior to executing it before a Notary Public. Failure to properly complete and execute this Bid/Proposal Affidavit will cause your bid to be found unresponsive and it will be rejected by the Board of Estimates.

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) PRESIDENT and the duly authorized representative of (business name) R.E. HARRINGTON PLUMBING & HEATING CO. INC. I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):



Photo - Google Photos

11/3/2016

https://photos.google.com/share/AF1CipN1mYHhpOe_PPQISH3F9l_PldwE10bcmA7N0dszyzEd2W_Hzcum-9DmTV0yVMA/photo/AF1CipPqWtubjYwQZb6Ycr7ZZtdhgHRuNgrfIs8Xl8NGB?key=WVp3OE5PM... 1/1

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

J. CERTIFICATION OF WORK CAPACITY AND PREQUALIFICATION CLASSIFICATIONS

I FURTHER AFFIRM THAT:

We hold Certificate No. 3603 which expires on 11/25/2016

We have the Work Capacity to perform this contract as provided in the Standard Specifications and in accordance with the rules, regulations and requirements of the Baltimore City Contractors' Qualification Committee.

Furthermore, our current Certificate of Prequalification includes work Classifications covering Contract Items to a total of at least Fifty Percent (50%) of the Aggregate Amount Bid.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit shall be included in my Bid/Proposal and that my failure to furnish it will be considered cause for my Bid/Proposal to be rejected. I further acknowledge that this Affidavit is subject to applicable laws of the United States, the State of Maryland and the City of Baltimore, both criminal and civil and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the City of Baltimore, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland and Baltimore City, with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business, with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

S: [Signature]
Name/Title: **ROBERT HARRINGTON/PRESIDENT**

Subscribed and sworn to me this 27th day of Sept 2016
[Signature]
Notary Public

My Commission expires on 11/13/19

Bi-I Affidavit

Theresa A Roederer
NOTARY PUBLIC
Baltimore County
MARYLAND
MY COMMISSION EXPIRES 11/13/2019

2924 Jessup Rd.
Jessup, MD 20794
443-755-8918 Phone
410-799-1462 Fax
www.jvillaconstruction.com



Baltimore City MBE #14-358551
MDOT MBE/DBE #09-091
WSSC SLMBE

November 04, 2016
Honorable Joan M. Pratt,
Comptroller and Secretary
Board of Estimates
Baltimore City
C/O Clerk to the Board
204 City Hall
100 N. Holliday Street
Baltimore, MD 21202

RE: Baltimore City Contract No. TR17004, "Reconstruction of Alleys Citywide"

Subj.: Protest to an Award to 2-low Bidders (R. E. Harrington Plumbing & Heating Co., Inc. and Santos Construction Co. Inc.)

Dear Madam;

We are writing to The Honorable Board of Estimates to protest for an award of the above stated contract to any of the first 2-low bidders. i.e. R. E. Harrington Plumbing & Heating Co., Inc. or Santos Construction Co., Inc. These both low bidders' has made serious mistakes in their bid submission and therefore to consider their bids are non-responsive and irresponsible. The following explanation of their mistakes would prove the bids are non-responsive and responsible.

(1) R. E. Harrington Plumbing & Heating Co., Inc.:

In the contract/Bid book on page no. 100, under the title "A. Bid/Proposal Affidavit" the first paragraph states:

INSTRUCTIONS: The following Bid/proposal affidavit is a material and integral part of this Bid. Each Bidder shall read it carefully and enter all information required therein prior to executing it before a Notary Public. Failure to properly complete and execute this Bid/proposal Affidavit will cause your bid to be found unresponsive and will be rejected by the Board of estimates"



2924 Jessup Rd.
Jessup, MD 20794
443-755-8918 Phone
410-799-1462 Fax
www.jvillaconstruction.com



Baltimore City MBE #14-358551
MDOT MBE/DBE #09-091
WSSC SLMBE

R. E. Harrington Plumbing & Heating Co., Inc. has completely failed to fill the required information on each paragraph to execute this affidavit and hence their Bid must be rejected.

Secondly,

In the Contract/Bid Book on page no. 119, Part II Affidavit; the responsible official failed to sign the Affidavit and more serious is that the Notary Public has falsely stating in the third line of the Notary section, *"Personally appeared Robert Harrington who acknowledged himself-herself to be the (Title) President of R. E. Harrington Plumbing & Heating Co., inc. being duly authorized, executed the foregoing affidavit for the purposes and uses therein contained."*

This affidavit is not properly executed and should be considered illegal and therefore their bid must be rejected.

(2) Santos Construction Co., Inc.:

The Bid Bond submitted by Santos Construction Co., Inc. clearly not executed correctly. The Bid Bond form on page no. 131 provided in Bid Book was not used to submit their bid and it appears the Bid Bond form used was discarded by the City.

More seriously, the Bid Bond submitted was wrongfully executed. It appears that the Bonding Company has signed where the contractor supposed to sign. Under the signature the typed name is "United States Surety Company". It clearly shows that Bonding Company has signed at both sections (contractor's part as well as Bonding Company's part) It means the officer of Santos Construction failed to sign the Bid bond and therefore their bid should be considered non-responsive and irresponsible and therefore, must be rejected too.

We, J. Villa Construction, Inc., therefore urging to the Honorable Board of estimates to consider an award of this project to us, since, we have submitted this bid as a responsive and responsible contractor.

Respectfully,


Jamie Villa
President

MINUTES

President: "The first item on the non-routine agenda can be found on pages 39 - 40, items 1 - 2, Department of Transportation, Recommendation for Contract Award TR-17004 Reconstruction of Alleys Citywide. Will the parties please come forward. But, I want to make a statement before uh -- the parties come forward. We had the same issue before this Board last week and on two uh -- contracts similar to this and I don't see anything that's gonna convince this Board to reverse its decision, but we will hear you out."

Mr. Frank Murphy: "Good morning Madam Mayor, Mr. President and Madam Comptroller, members of the Board. I'm Frank Murphy, Acting Director of Transportation. The Department of Transportation recommends the award for Contract TR-17004 to the low bidder R.E. Harrington & Company."

President: "Okay."

Mr. Matthew Haven: "Good morning, Matt Haven on behalf of Santos Construction Co., Inc. Um -- as you can see from our protest letter there are two issues raised. One of the issues is -- to my client is more important, significant than the other and that's the -- the issue with the bid proposal affidavit not

MINUTES

including the words none or anything in several of the categories. I understand this issue was raised last week. Uh -- the issue is somewhat different to my client to the extent that is was denied a low bid in 2008 for this same issue. So, it did not fill in -- Santos did not fill in one blank on this form and I can direct your attention to page 100 of the bid. It did not fill in 'none' or anything for this section. It was rejected, although it was the low bid. The same issue arises with R.E. Harrington today. There was no -- nothing filled in four separate sections of this bid proposal affidavit and if you look to the top I'm just quoting the City's form. 'The following bid proposal affidavit is a material and integral part of this bid. Each bidder shall read it carefully and enter all information required there and prior to executing it before a -- before a notary public. And this is the key part - 'Failure to properly complete and execute this bid proposal affidavit will cause your bid to be found unresponsive and it will be rejected by the Board of Estimates.' All the information was not filled in by R.E. Harrington. And, several years ago when my client had the low bid for approximately a million dollar project, it lost out

MINUTES

on that bid because it did not make -- fill in the words none or anything, same as R.E. Harrington did. And, I think it's an important point that consistency is required. The public requires consistency, bidders require consistency on how the rules are applied. And, I understand that a week ago this same issue was ruled on, but I think from my client's perspective it was denied a bid that it rightly had a low bid on and the same issue is arising now."

President: "Um -- Mr. Ralph."

Interim City Solicitor: "Thank you Mr. President. Um -- Counsel ah -- you're aware that ah -- this was a different Board in 2008."

Mr. Haven: "Correct."

Interim City Solicitor: "Okay. And, like a Court, um -- the Court weighs the facts before it makes determinations in its discretion. Correct."

Mr. Haven: "Understood."

Interim City Solicitor: "And, you're not denying the fact that we have the discretion based on the information we have today to make a decision of what we think -- this Board thinks is in the best interest of City."

MINUTES

Mr. Haven: "No, I understand that that's the Board's discretion, but at the same time the City's forms do state that the bids will be rejected if this information is not there -- it's not there."

Interim City Solicitor: "But -- but let me ask you about that. Does it say that, or does it say that if you don't have any information to add? Was there any in -- isn't it an affirmative request if there are any um -- if you have anything to add. So, what did your client put in that box?"

Mr. Haven: "He put none."

Interim City Solicitor: "None. Because he had nothing to add."

Mr. Haven: "Right, but -- but with -- with R. E. Harrington's bid you don't know. We're guessing as to what the answer is. Now, a reasonable inference could be that the answer is none. I -- I don't -- I'm not gonna deny that it's a reasonable inference, but it's an inference still."

Interim City Solicitor: "Would it be different if they had said nothing -- if they put the words nothing?"

Mr. Haven: "No."

MINUTES

Interim City Solicitor: "That would --"

Mr. Haven: "I think it would be the same -- I would view that as the same as --"

Interim City Solicitor: "As with your client put?"

Mr. Haven: "Correct."

Interim City Solicitor: "So, that would be acceptable?"

Mr. Haven: "Yes."

Interim City Solicitor: "For them to have written the words nothing?"

Mr. Haven: "Yes."

Interim City Solicitor: "And, you're saying it's a material difference that they actually put nothing, instead of writing the words nothing."

Mr. Haven: "That's what the -- that's how I read the top of this proposal affidavit, yes."

Interim City Solicitor: "Doesn't it -- but, doesn't it require you to do something affirmative? If you have information, to put that additional information?"

MINUTES

Mr. Haven: "Ah -- I don't -- no, I don't believe that. I -- believe that what is required is for the City to understand exactly what each bidder knows or does not know as far as each line item in this bid proposal affidavit. I don't believe the City can infer one way or the other. I think it's a reasonable inference that none is what is - but, I also think it's a reasonable inference that there may be something out there we don't know."

Interim City Solicitor: "So, if there is something out there that we don't know, and he puts nothing there or he writes the word nothing, and in fact there is something. Are you saying, we can't hold him responsible for the ah -- for the ah -- for that misrepresentation?"

Mr. Haven: "I'm not sure -- hold him responsible in what way?"

Interim City Solicitor: "Or, for misrepresenting -- for not putting anything. Say he puts nothing there, or he writes the word nothing and there is in fact something? Are you saying that we can't hold him accountable for that misrepresentation?"

Mr. Haven: "Void the contract -- is that what --?"

Interim City Solicitor: "Whatever we choose to do, we can't hold him responsible even if he puts nothing there."

MINUTES

Mr. Haven: "I think at that point the contract would have been awarded. But, no -- I -- I think the City would have the ability to --"

Interim City Solicitor: "Even if he never put nothing there?"

Mr. Haven: "The word nothing -- or just like that one?"

Interim City Solicitor: "Just like this one."

Mr. Haven: "Again, I think giv -- given that the award would already have been made at that point we are in a different posture than we are today."

Interim City Solicitor: "I -- I understand that. But the City's -- the purpose of that section, is to hold someone accountable for the information that they put on that section or don't. Mis -- a material misrepresentation or material omission. Either one, you would agree with me is something that we can take the vendor to task on."

Mr. Haven: "Yes, but I think that it's -- it is different. I -- I don't know -- frankly, I don't know if the City knows what it's getting here. I don't know if the City knows that it's getting a nothing answer. So, I don't -- I don't know that if they'd be able to hold a person accountable."

MINUTES

Interim City Solicitor: "Let -- let me just read for you one last thing cause you said you don't think it requires something affirmative. And, the sentence -- ah -- this paragraph starts out asking for an affirmation and it says except as follows -- this is what it says -- except and it's underlined -- except as follows indicate -- indicate reasons why the affirmation cannot be given and list any convictions, pleas, imposition of probation before judgement with date, court um -- official, administrative body so forth and so on. If you don't have anything to list there, what difference does it make if you put nothing or you write nothing or you write NA?"

Mr. Haven: "I understand your point completely. My -- my point again and I -- I just want to -- and I'll end on this point. I don't want to take too much of more your time, is that Santos had this same issue several years ago. It was denied a bid for the same reason and I -- I believe consistency should be applied no matter if it's R.E. Harrington -- Santos. Given that the Board is different and I understand rules can change."

Interim City Solicitor: "Even if we think it's wrong?"

Mr. Haven: "I don't know if -- what would have been different eight years ago when Santos was denied. That's my only point."

MINUTES

President: "Oh, Mike you have something to add cause I'm ready -
- ready to call for a Board move --"

Mr. Michael Mullen: "Honorable Board -- Honorable Board --
Michael Mullen from the Law Department. With regard with to the
2008 decision, Santos did not appear before the Board to argue
its protest. They weren't here. And so, the Board preceded to
award the contract as recommended by the Agency. I have copies
of the minutes if the Board would care to see them that's --
shows that they were simply not here. So, the Board never had
this issue before it."

Mayor: "Thank you."

Mr. Mullen: "So, I would suggest that's a significant
difference here and the remainder -- remainder of my comments
would be the same as I made before. I -- except means you have
to list specifics rather than say no -- nothing and many, many
of our bidders do leave that section blank and if we were to
throw this out we would be setting a bad precedent. Unless you
have any questions, I have nothing further."

President: "I'll entertain a Motion."

MINUTES

Interim City Solicitor: "I move that the Board ah -- reject the protest and um -- adopt the recommendation that's on page 39, items 1 and 2 of the agenda."

Comptroller: "Second."

President: "All those in favor, say Aye. All opposed, Nay. The Motion carries."

* * * * *

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

3. B50004813, Interior Renovation, Carpentry and Associated Trades \$2,000,000.00

First Potomac Environmental Corporation, Inc.

JB Contracting, Inc.

C&W Construction Company, Inc.

MWBOO SET GOALS OF 27% MBE AND 10% WBE.First Potomac Environmental Corporation, Inc.

MBE: First Potomac Environmental Corp., Inc.*	25%
UK Construction & Management, LLC	<u>27%</u>
	52%

WBE: Baltimore Window Factory, Inc. 10%

*Self-Performing

MWBOO FOUND VENDOR IN COMPLIANCE.JB Contracting, Inc.

MBE: MD Partitions, Inc.	\$ 65,092.14	27%
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WBE: CDS Construction	\$ 24,108.20	10%
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MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases - cont'dC&W Construction Company, Inc.

MBE:	Young's Floor Services and Remodeling Co., Inc.	\$ 85,684.50	27%
WBE:	Annapolis Contracting, Inc.	\$ 9,520.50	3%
	JRS Architects, Inc.	9,520.50	3%
	Capital Beltway Environ- mental, LLC	6,347.00	2%
	P2 Cleaning Services, LLC	6,347.00	2%
		<u>\$ 31,735.00</u>	<u>10%</u>

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTESDepartment of Audits - Audit Reports and Related Audit Digests

The Board is requested to **NOTE** receipt of the following Audit Reports and Related Audit Digests:

1. City of Baltimore Department of Public Works Quadrennial Financial Audit for Fiscal Years 2010-2013.
2. City of Baltimore Department of Human Resources Quadrennial Financial Audit for Fiscal Years 2011- 2014.

The Board **NOTED** receipt of the Audit Reports and Related Audit Digests.

MINUTES

BBMR - cont'd

MBE/WBE PARTICIPATION:

N/A

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 a Grant Award from the Governor's Office of Crime Control and Prevention.

MINUTES

RENEWALS, INCREASES TO CONTRACTS, SELECTED SOURCE, SOLE SOURCE,ASSIGNMENT AGREEMENT AND AGREEMENTVENDOR AMOUNT OF AWARD AWARD BASISBureau of Purchases - cont'd

3. EA ENGINEERING, SCIENCE,
AND TECHNOLOGY, INC. \$ 12,400.00 Renewal
Contract No. B50003295 - Toxicity Testing - Department of
Public Works and Wastewater - P.O. No. P526030

On January 7, 2014, the Board approved the initial award in the amount of \$22,820.00. The award contained two 1-year renewal options. Two renewal options have been exercised. This final renewal in the amount of \$12,400.00 is for the period February 8, 2017 through February 7, 2018. The above amount is the City's estimated requirement.

4. ALLEC, LLC
C & W CONSTRUCTION
COMPANY
RETRO ENVIRONMENTAL,
INC.
\$2,000,000.00 Increase
Contract No. B50004287 - Hazardous Material Abatement
Services - Department of General Services - P.O. Nos.
P534246, P534247, and P534248

On January 20, 2016, the Board approved the initial award in the amount of \$1,000,000.00. The award contained three 1-year renewal options. Due to the unexpectedly large number of urgent projects that were able to be completed in the time frame and the need to continue to provide funding for emergency services and required building improvements during the remainder of the contract term, an increase in the amount of \$2,000,000.00 is necessary. A large portion (25%) of the initial funding was used to complete hazardous material

MINUTES

RENEWALS, INCREASES TO CONTRACTS, SELECTED SOURCE, SOLE SOURCE,
ASSIGNMENT AGREEMENT, AND AGREEMENT

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

MBE: L & J Waste Recycling, LLC	\$8,058.25	5%
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WBE: N/A

MWBOO FOUND VENDOR IN COMPLIANCE.

- | | | |
|----------------------|---------------|----------------------------------|
| 6. IPC (USA)
INC. | \$ 280,000.00 | Cooperative Contract
Increase |
|----------------------|---------------|----------------------------------|
- Contract No. PCR-247-12-Heating Oil through the Baltimore Regional Cooperative Purchasing Committee (BRCPC) - Citywide - P.O. No. P530172

On August 8, 2012, the Board approved the initial award in the amount of \$2,000,000.00. On December 9, 2014, the Board approved an assignment in the amount of \$0.00. Heating oil has been competitively bid through the BRCPC to attain large quantity discount pricing. An increase in the amount of \$280,000.00 is necessary for the last five months of the cooperative contract. This increase is for the period through June 30, 2017, with no renewal options. 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 practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

- | | | |
|--|----------------|-----------------|
| 7. ATLANTIC EMERGENCY
SOLUTIONS, INC. | \$4,220,000.00 | Selected Source |
|--|----------------|-----------------|
- Contract No. 06000 - Pierce Fire Apparatus - Department of General Services - Req. Nos. R753073 and R753086

MINUTES

RENEWALS, INCREASES TO CONTRACTS, SELECTED SOURCE, SOLE SOURCE,
ASSIGNMENT AGREEMENT AND AGREEMENT

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

Chalmers & Kubeck is an authorized distributor of Limitorque Actuators manufactured by Flowserve, Inc. The only other distributor in the region is located in New Jersey. These actuators are required for compatibility with other actuators in use by the Department of Public Works. This is a one-time procurement.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 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 a selected source procurement as these commodities are only available from the distributor, and are not available from subcontractors. Additionally, this procurement is below the MBE/WBE subcontracting threshold of \$50,000.00.

9. MCCLUNG-LOGAN

<u>EQUIPMENT COMPANY, INC.</u>	<u>\$ 49,500.00</u>	<u>Sole Bid</u>
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 Solicitation No. B50004845 - Volvo Asphalt Compactor/Paver - O.E.M. Parts and Service - Department of General Services - Fleet Management - Req. No. R746210

Vendors were solicited by posting on CitiBuy. One bid was received and opened on January 5, 2017. Award is recommended to the sole responsive and responsible bidder. The period of the award is February 22, 2017 through February 21, 2020, with two 1-year renewal options. The above amount is the City's estimated requirement.

MINUTES

RENEWALS, INCREASES TO CONTRACTS, SELECTED SOURCE, SOLE SOURCE,
ASSIGNMENT AGREEMENT AND AGREEMENT

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

10. E.J. WARD, INC.	\$165,514.00	Sole Source Agreement
Contract No. 08000 - E.J. Ward Fuel Control System Equipment Maintenance Agreement - Department of General Services - Fleet Management - Req. No. R727381		

The Board is requested to approve and authorize execution of an Agreement with E.J. Ward, Inc. The period of Agreement is February 1, 2017 through January 31, 2018, with two 1-year renewal options.

The vendor installed the original software and is the sole provider of the proprietary software, upgrades, and equipment that is used for the fuel system in Fleet Management. The equipment and software allow fuel to be tracked per vehicle per agency when dispensed at the fuel stations, in order to reduce administrative costs and theft, and helps the City stay in compliance with environmental regulations by detecting leaks in lines, tanks, and hoses. This system has been in place for approximately 30 years, with periodic upgrades. 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 practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

RENEWALS, INCREASES TO CONTRACTS, SELECTED SOURCE, SOLE SOURCE,
ASSIGNMENT AGREEMENT AND AGREEMENT

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

11. HWC ENTERPRISES, LLC	\$ 0.00	Assignment Agreement
Contract No. B50002723 - Gauges, Pressure, Level Measurement Instrumentation, and Recorders & Contract Number B50003823 Parts and Repair Service for Muncie Pumps, Power Take Offs and Valves - Department of Public Works, Bureau of Water and Wastewater and Department of General Services - P.O. Nos. P522581 and P529186		

The Board is requested to approve and authorize execution of the Consent to Assignment Agreement with HWC Enterprises, LLC.

On January 30, 2013, the Board approved an award of Contract B50002723 to Hydratec Inc. On October 23, 2014, the City Purchasing Agent approved an award of Contract B50003823 to Hydratec Inc. HWC Enterprises LLC has acquired the rights, title and interest in Hydratec Inc. and is requesting assignment of Contract B50002723 & B50003823.

UPON MOTION duly made and seconded, the Board approved the foregoing renewals, increases, selected source, and sole source. The Board further approved and authorized execution of the Sole Source Agreement with E.J. Ward, Inc. and the Assignment Agreement with HWC Enterprises, LLC. The Comptroller **ABSTAINED** on item No. 4.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore City Council</u>			
1. Bill Henry	Local Progress Board Meeting Denver, CO Feb 2 - 3, 2017 (Reg. Fee \$0.00)	Elected Official Expense Account	\$1,123.74

The Board, UPON MOTION duly made and seconded, approved the listed travel request. The President **ABSTAINED**.

MINUTES**PROPOSALS AND SPECIFICATIONS**

1. Department of Transportation - TR 11307, Park Circle
Intersection Improvements
BIDS TO BE RECV'D: 3/29/2017
BIDS TO BE OPENED: 3/29/2017

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

MINUTES

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

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

* * * * *

Kim A. Trueheart

January 31, 2017

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

Dear Ms. Taylor:

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

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

1. Whom you represent: Self
2. What the issues are:

Pages 1 - 55, City Council President and members of the Board of Estimates, BOE Agenda dated February 1, 2017, if acted upon:

- a. The proceedings of this board often renew business agreements without benefit of clear measures of effectiveness to validate the board's decision to continue funding the provider of the city service being procured;
- b. The Baltimore City School Board of Commissioners routinely requires submissions for board consideration to include details of the provider's success in meeting the objectives and/or desired outcomes delineated in the previously awarded agreement;
- c. The members of this board continue to fail to provide good stewardship of taxpayers' funds as noted by the lack of concrete justification to substantiate approval of actions presented in each weekly agenda;
- d. This board should immediately adjust the board's policy to ensure submissions to the board include measures of effectiveness in each instance where taxpayer funds have already been expended for city services;
- e. In the interest of promoting greater transparency with the public this board should willing begin to include in the weekly agenda more details which it discusses in closed sessions without benefit of public participation.

Email: kimtrueheart@gmail.com

5519 Belleville Ave
Baltimore, MD 21207

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

3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed what appears to be a significant dearth in responsible and accountable leadership, management and cogent decision making within the various agencies and departments of the Baltimore City municipal government which potentially cost myself and my fellow citizens excessive amounts of money in cost over-runs and wasteful spending.

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

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on February 1, 2017.

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

Sincerely,
Kim Trueheart,
Voter, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES**ACKNOWLEDGEMENT**

President: "Um -- before we end the Board, I would like to recognize Councilman Dorsey who have joined us and Council -- who else -- Councilwoman Sneed who have joined us. Ah -- thank you for ah -- coming. There being no more business before the Board. We will recess until bid opening at 12 noon."

* * * * *

MINUTES

Clerk: "Good afternoon the Board of Estimates is now in session for the receiving and opening of bids. There are no bids to be received and opened today."

BIDS, PROPOSALS, AND CONTRACT AWARDS

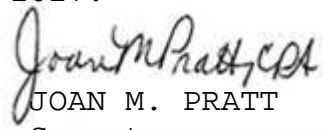
Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies had issued addenda extending the dates for receipt and opening of bids on the following contacts. There were no objections.

Department of Public Works - WC 1355, Urgent Need Water Infrastructure Rehabilitation
BIDS TO BE RECV'D: 02/15/2017
BIDS TO BE OPENED: 02/15/2017

Department of Public Works - WC 1356, AMI/R Urgent Need Metering Infrastructure Repair and Replacement Various Locations (Up to 2" Water Service)
BIDS TO BE RECV'D: 02/15/2017
BIDS TO BE OPENED: 02/15/2017

* * * * *

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, February 8, 2017.


 JOAN M. PRATT
 Secretary