

MINUTES**REGULAR MEETING**

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

Pursuant to Article VI, Section 1(c) of the revised City Charter effective July 1, 1996, the Honorable Mayor, Stephanie Rawlings-Blake, in her absence during the meeting, designated Mr. Henry Raymond, Director of Finance, to represent the Mayor and exercise her power at this Board meeting.

President: "Good Morning, the July 13, 2016, meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiency of these hearings, persons who are disruptive to the 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.

MINUTES

I will direct the Board members attention to the memorandum from my office dated July 11, 2016, 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."

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

Comptroller: "Second."

President: "All those in favor say AYE. All opposed NAY. The Motion carries. The routine agenda has been adopted."

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

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on October 31, 1991, the following contractors are recommended:

| | |
|---|--------------------|
| American Lighting & Signalization, Inc. | \$ 133,209,000.00 |
| Appalachian Stream Restoration | \$ 3,411,000.00 |
| Asplundh Tree Expert Co. | \$5,506,614,000.00 |
| Baltimore Pile Driving & Marine Construction, Inc. | \$ 4,671,000.00 |
| Coastal Gunitite Construction Company | \$ 31,293,000.00 |
| Gradeline Construction Co., Inc. | \$ 1,500,000.00 |
| M&V Contractual Services, Inc. | \$ 1,500,000.00 |
| Mid Atlantic Fountain Design & MFG. Co. Inc. d/b/a Fountain Crafting | \$ 1,500,000.00 |
| Nu-Vision Technologies, LLC d/b/a Black Box Network Services | \$1,463,364,000.00 |
| Optus, Inc. | \$ 30,780,000.00 |
| Stella May Contracting, Inc. | \$ 8,000,000.00 |
| Ulliman Schutte Construction, LLC | \$ 597,402,000.00 |

MINUTES**BOARDS AND COMMISSIONS**2. Prequalification of Architects and Engineers

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

| | |
|---|--|
| Burdette, Koehler, Murphy & Associates, Inc. | Engineer |
| Goff Communications | Engineer |
| Integrated Management Services d/b/a IMS Engineers | Engineer |
| Louis Berger Water Services, Inc. | Engineer Architect Landscape Architect |
| Soil and Land Use Technology, Inc. | Engineer |

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

MINUTES

Department of Planning - Report on Previously
Approved Transfers of Funds

At previous meetings, the Board of Estimates approved Transfers of Funds subject to receipt of favorable reports from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter. Today, the Board is requested to **NOTE 23** favorable reports by the Planning Commission on June 23, 2016, on Transfers of Funds approved by the Board of Estimates at its meetings on June 8, 15, and 22, 2016.

The Board **NOTED** receipt of the 23 favorable reports by the Planning Commission on June 23, 2016 on the Transfers of Funds approved by the Board of Estimates at its meeting on June 8, 15, and 22, 2016.

MINUTES

Office of the Labor Commissioner - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to **NOTE** receipt of the Memorandum of Understanding (MOU) between the City of Baltimore and AFSCME Council 67 and Local 558.

AMOUNT OF MONEY AND SOURCE:

The Department of Finance, Bureau of Budget and Management Research has budgeted 2% across the board wage increases for Fiscal Year 2017.

BACKGROUND/EXPLANATION:

In accordance with the Municipal Employees Relations Ordinance (MERO), the Office of the Labor Commissioner has concluded negotiations with AFSCME Council 67 and Local 558. The results of the negotiations have been reduced to writing in the form of the submitted MOU covering Fiscal Year 2017.

UPON MOTION duly made and seconded, the Board **NOTED** receipt of the Memorandum of Understanding with AFSCME Council 67 and Local 558.

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 to settle a claim against the City by Buchart-Horn, Inc. (BH) in connection with City (WC 6615) at the Cromwell Pumping Station in 2001-2006.

AMOUNT OF MONEY AND SOURCE:

\$91,409.00 - 2071-000000-5521-632407-603026

BACKGROUND/EXPLANATION:

The BH, consulting engineers and architects, provided professional services in 2001-2006 under contract WC 6615 for the Department of Public Works (DPW). After WC 6615 expired, the DPW and the BH orally agreed that the DPW would pay the BH for its services in four installments. The DPW made three payments. The final payment, invoiced by the BH on January 5, 2009, has not been paid, leaving a balance due claimed by the BH of \$91,409.00.

The BH claims that despite efforts by it during the period 2009 through January 2015 to obtain payment, it has not been paid. In January 2015, the BH filed a claim with the DPW for \$91,409.00, plus interest accrued to date. The DPW has determined that the BH is owed the \$91,409.00. In exchange for payment the BH will provide a full and final release of BH's claim. No interest would be paid to the BH.

The Settlement Committee of the Law Department recommends that the Board of Estimates approve the settlement of BH's claim as set forth above.

APPROVED FOR FUNDS BY FINANCE

MINUTES

Law Dept. - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release to settle a claim against the City by Buchart-Horn, Inc. in connection with City (WC 6615) at the Cromwell Pumping Station in 2001-2006.

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 to settle a lawsuit brought by Baltimore Gas and Electric Company (BGE) in connection with a gas main break that occurred while the City was repairing a 10-inch water main break in the 300 block of Millington Avenue on February 13, 2012.

AMOUNT OF MONEY AND SOURCE:

\$185,000.00 - 2044-000000-1450-165178-603070

BACKGROUND/EXPLANATION:

On February 13, 2012, a 10-inch water main broke in the 300 block of Millington Avenue (between Frederick and Wilkens Avenues in the southwest area of Baltimore City). Shortly thereafter, workers discovered that a BGE gas main situated on top of the water main had ruptured. BGE instituted litigation seeking \$1.4 million in damages and contending that the City damaged the gas main during the course of its repairs of the water main. The parties have agreed to resolve the litigation for \$185,000.00.

The Law Department's Settlement Committee has reviewed this matter, and recommends to the Board of Estimates that settlement of this matter be approved in the amount requested.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release to settle a lawsuit brought by Baltimore Gas and Electric Company in connection with a gas main break that occurred while the City was repairing a 10-inch water main break in the 300 block of Millington Avenue on February 13, 2012.

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 on behalf of S.R., a minor, by her mother Deneen Hall, against the Mayor and City Council and paramedic Claytonia Everette regarding a personal injury sustained as the minor was being transported in an ambulance.

AMOUNT OF MONEY AND SOURCE:

\$97,500.00 - 2044-000000-1450-703800-603070

BACKGROUND/EXPLANATION:

On March 30, 2012, paramedics responding to a call for assistance at that address found S. R. and her mother present at home. Ms. Hall called 911 that evening because S. R. had been having seizures all day long. When the paramedics arrived, her mother told paramedics of these seizures and medical history.

After S.R. had been placed onto the stretcher and inside the ambulance, the paramedic placed the oxygen tank in an upright (but unsecured) position between S.R.'s legs near her feet. The paramedic covered the patient's legs with a blanket for the 8-minute transport to Sinai Hospital. When the ambulance reached the hospital, the paramedics discovered that the liquid oxygen had leaked onto the stretcher, and that the substance had burned S.R.'s legs severely. As S. R. was non-verbal and experiencing seizure activity, she could not warn her mother or paramedics of the pain she was experiencing as the oxygen was burning her feet. As a result of her injuries, the Plaintiffs incurred substantial medical bills.

MINUTESLaw Department - cont'd

The Plaintiff brought suit against the City and the paramedic seeking unspecified damages. The parties have however agreed to resolve the litigation for \$97,500.00.

The Law Department's Settlement Committee has reviewed this matter, and recommends to the Board of Estimates that settlement of this matter be approved in the amount requested.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release for the action brought on behalf of S.R., a minor, by her mother Deneen Hall, against the Mayor and City Council and paramedic Claytonia Everette regarding a personal injury sustained as the minor was being transported in an ambulance.

MINUTES

Department of Law - Settlement Agreement and Mutual
General Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Mutual General Release to settle all outstanding disputes relating to Baltimore City Contract TR 20350, Replacement of the Frederick Avenue Bridge over Gwynns Falls & CSX (Contract) on behalf of the Department of Transportation (DOT). Specifically, the parties wish to resolve all disputes related to Joseph B. Fay Company's (Fay) differing site claim.

AMOUNT OF MONEY AND SOURCE:

\$463,500.00 - 9950-902412-9506-900010-702064

BACKGROUND/EXPLANATION:

On November 7, 2012, the City and Fay executed the Contract. The Contract contemplated the demolition of the then existing Frederick Avenue Bridge and construction of a new bridge. The Contract was to be completed within two years of its execution.

During the course of the Contract, Fay encountered difficulties with the installation of the helical anchors at the bridge abutments. Although Fay was able to overcome these issues at Abutment A, it was forced to abandon the helical anchor design at Abutment B. On January 13, 2014, the City received notice that Fay was making a differing site conditions claim in order to recover for the losses it incurred due to the failure to successfully install the helical anchors at Abutment B. Fay claims that the costs associated with the use of helical anchors and requirement to change to a different anchoring system totaled \$927,000.00.

MINUTES

Department of Law - cont'd

Fay was able to successfully complete the work on the Frederick Avenue Bridge. In order to resolve the differing site conditions claim and avoid future litigation, DOT wishes to resolve this dispute.

The Law Department's Settlement Committee has reviewed this matter, and recommends to the Board of Estimates that settlement of this matter be approved in the amount requested.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Mutual General Release to settle all outstanding disputes relating to Baltimore City Contract TR 20350, Replacement of the Frederick Avenue Bridge over Gwynns Falls & CSX on behalf of the Department of Transportation. Specifically, the parties wish to resolve all disputes related to Joseph B. Fay Company's differing site claim.

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 of the action brought by Tiyon Williams, Plaintiff, against Lt. Joel Fried, Det. Maurice Ward, and Det. Robert W. Mitchell, for alleged battery, civil conspiracy, false arrest, illegal imprisonment, false light, and violations of the Maryland Declaration of Rights.

AMOUNT OF MONEY AND SOURCE:

\$150,000.00 - 1001-000000-2041-716700-603070

BACKGROUND/EXPLANATION:

On May 19, 2012, the Plaintiff, was standing and talking with individuals in the vicinity of the 900 block of N. Mount Street, when officers approached. One of the individuals at the scene was arrested and the Plaintiff reacted by fleeing the scene. Several units responded. Det. Ward ultimately caught and tackled the Plaintiff after a foot chase. The Plaintiff claims that he was compliant, but nonetheless was dragged and beaten before being handcuffed. The Plaintiff alleges that he suffered injuries to his head and face as a result of being "punched," "stomped," and having his head hit a cement sidewalk during the event. The Plaintiff was determined to have committed no crime and was not charged, but was transported by ambulance, with police escort, to the hospital for treatment of his wounds.

As a result of the incident, the Plaintiff filed suit seeking an unspecified amount of compensatory and punitive damages in excess of \$75,000.00 on each count. Because of conflicting factual issues, objective injuries, and given the uncertainties and unpredictability of jury verdicts, the parties propose to settle the matter for a total sum of \$150,000.00 in return for a dismissal of the litigation.

MINUTES

Law Department - cont'd

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 of Estimates approve the settlement of this case as set forth herein.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release of the action brought by Tiyon Williams, Plaintiff, against Lt. Joel Fried, Det. Maurice Ward, and Det. Robert W. Mitchell, for alleged battery, civil conspiracy, false arrest, illegal imprisonment, false light, and violations of the Maryland Declaration of Rights.

MINUTES

EXTRA WORK ORDERS AND TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders and Transfers of Funds

listed on the following pages:

2502 - 2506

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

The Transfer of Funds was approved

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

EXTRA WORK ORDERS

| Contract Awd. Amt. | Prev. Apprvd. Extra Work | Contractor | Time Ext. | % Compl. |
|-----------------------|-----------------------------|------------|--------------|-------------|
|-----------------------|-----------------------------|------------|--------------|-------------|

Department of General Services

- | | | | | |
|--|--|---------------------------|------------|-----|
| 1. EWO #001, \$53,798.00 - GS 13815, Abel Wolman Building Elevator Upgrade | | | | |
| \$2,514,000.00 - | | Nichols Contracting, Inc. | 119 CCD | 58% |

The Department of General Services requests the approval of extra work to furnish materials, equipment, and labor to increase the number of elevator cars that must remain in service from two to three until such time two of the four elevator cars are fully modernized and functioning, in accordance with Proposal No. 3 dated December 2, 2015. This change order will extend the contract completion date 119 additional calendar days to and including September 20, 2016.

Department of Transportation

- | | | | | |
|---|--|-------------------------------|------------|-----|
| 2. EWO #002, \$0.00 - TR 15020, Concrete Cement Slab Repairs Citywide | | | | |
| \$ 399,463.00 \$0.00 | | Machado Construc- tion Co. | 90 days | 90% |

This authorization is requested on behalf of the Department of Transportation (DOT) and provides for a 90-day non-compensable time extension. The Board approved one previous time extension for 60 days, which included a completion date of June 16, 2016. This second request for time will result in a completion date of September 16, 2016. The additional time is needed to complete work added to this contract. The work on Parkmont Avenue between Ridgeview Avenue and Fairdel Avenue consists of installing new curb and gutters, two storm drain inlets and resurfacing the street. The first phase of the project was for the Department of Public Works (DPW) to install the storm drain

MINUTES**EXTRA WORK ORDERS**

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

Department of Transportation

main. Due to administrative complications at DPW, Phase I, which was to have been performed in January 2016, was delayed for five months. The Phase I delay resulted in the delay of Phase II work which was to be performed by the DOT under TR 15020. The work under the extra work order has not been completed.

3. EWO # 003, \$4,640.56 - TR 15015, Brine Facility and Building Improvements
- | | | | | |
|--------------|-------------|-------------------------------------|------|-----|
| \$654,000.08 | \$47,236.34 | Spears Mechanical Contractors, Inc. | 60 | 95% |
| | | | days | |

This authorization is for a 60-day time extension and to compensate the contractor for an engineer's office. Change Order No. 2 was initiated to provide the contractor with time and money in order to generate shop drawings, its review, and approval and to complete the repairs to the Brine Facility. The requested change order expired on July 1, 2016, and the Contractor would not start work until they received an approved change order. Time was lost due to the delay in the administrative process. The Board approved two previous time extensions for a total of 150 days, which included a completion date of July 1, 2016. This third request for time will result in a completion date of August 29, 2016.

4. EWO #005, \$6,106,575.00 - TR 14009, Conduit System Reconstruction at Various Locations, Citywide
- | | | | | |
|----------------|--------------|----------------------------|------|-----|
| \$2,651,455.00 | \$607,000.00 | Highlander Contracting Co. | 360 | 99% |
| | | | days | |

This authorization is requested on behalf of the Department for a compensable 360-day time extension. The Board approved four previous time extensions for a total of 510

MINUTES

EXTRA WORK ORDERS

| Contract Awd. Amt. | Prev. Apprvd. Extra Work | Contractor | Time % Ext. Compl. |
|-----------------------|-----------------------------|------------|-----------------------|
|-----------------------|-----------------------------|------------|-----------------------|

Department of Transportation - cont'd

days, which included a completion date of June 27, 2016. This fifth request for time, which is for 360 days, will result in a completion date of June 22, 2017. This additional time is needed due to the increased demand for repairs to accommodate potential public safety concerns. The increase in bid items quantity was determined by a detailed quantity analysis of existing conduit studies within the designated roadway corridor, and includes the original bid prices. The demand for conduit infrastructure rehabilitation has increased and the extension of this contract will increase the supply and capacity of said demand.

5. TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|----------------|---|---|
| \$6,106,575.00 | 9962-941002-9563 | 9962-909063-9562-2 |
| Other | Constr. Reserve Conduit Replace- ment Program | Contingencies - Conduit System Re- construction |

This transfer will provide funds to cover the costs associated with Change Order No. 5, Project TR 14009, Conduit System Reconstruction at Various Locations Citywide with Highlander Contracting Co., in the amount of \$6,106,575.00.

6. EWO #018, (\$54,726.47) - TR 10314, Parcel D, Inner Harbor E Improvements Phase E

| | | | | |
|----------------|--------------|--------------------------|---|---|
| \$4,126,171.10 | \$860,383.64 | Joseph B. Fay Company | - | - |
|----------------|--------------|--------------------------|---|---|

This authorization provides for payment of overrun items, deduction of amounts not needed due to under-run or not used items, and to balance out the contract.

MINUTES**EXTRA WORK ORDERS**

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

Department of Public Works/Office of Engineering and Construction

7. EWO #001, \$0.00 - SC 906, Improvements to Sanitary Sewers in the West Baltimore Region of the High Level Sewershed
 \$1,827,270.00 - SAK Construction, 56 97%
 LLC days

The Department is requesting 56 calendar days time extension until December 31, 2015. The contractor was impacted by SC 932 project which was supposed to be used to divert flow from SC 906. Because of the on-going work on SC 932, its availability was on or about November 26, 2015. The delay resulted in a total loss of 56 calendar days to the SC 906 project duration. However, the contractor made efforts to complete the work by December 31, 2015, Consent Decree deadline.

8. EWO #001, \$0.00 - SC 925, Arc Flash Hazard System Improvements at the Back River Wastewater Treatment Plant
 \$1,538,960.00 - Enterprise Elec- 60 85%
 tric Company days

This is the first time extension and will increase the duration time of the contract by 60 days for a total contract duration time of 510 days. The current expiration date is May 25, 2016. The new completion date is July 24, 2016. This extra work order is within the original scope of work and was requested by the Agency.

9. EWO #001, \$0.00 - SC 934, Cleaning of the Outfall Interceptor & Relief Sewers, Phase II
 \$8,961,850.00 - Metra Industries, 412 52%
 Inc. days

This is the first time extension and will increase the duration time of the contract by 412 days for a total contract duration time of 912 days. The current expiration date is October 21, 2016. The contract completion date was September 5, 2015 with no previous time extensions. This time extension was requested by the contractor.

MINUTES

EXTRA WORK ORDERS

| Contract Awd. Amt. | Prev. Apprvd. Extra Work | Contractor | Time Ext. | % Compl. |
|-----------------------|-----------------------------|------------|--------------|-------------|
|-----------------------|-----------------------------|------------|--------------|-------------|

Department of Public Works/Office of Engineering and Construction

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|-----|---|--|----------|---|
| 10. | EWO #001, \$0.00 - WC 1325, Repairing Utility Cuts at Various Locations | | | |
| | \$5,086,628.65 | - Monumental Paving & Excavating, Inc. | 365 days | - |

This is the first time extension and will increase the duration time of the contract by 365 days for a total contract duration time of 912 days. The current expiration date is October 21, 2016. The new completion date is September 24, 2017. This extra work order is within the scope which was requested by the Agency.

| | | | | |
|-----|--|-----------------------------------|---------|-----|
| 11. | EWO #001, \$2,838,460.52 - WC 1246, Repair and Replacement of Small Diameter Water Mains Various Locations | | | |
| | \$7,920,990.00 | - J. Fletcher Creamer & Son, Inc. | 90 days | 90% |

This is the first time extension and will increase the duration time of the contract by 90 calendar days for a total contract duration time of 630 days. The current expiration date is September 1, 2016. The new completion date is November 30, 2016. This extra work order is outside of the scope which was requested by the Agency.

The Street Index provided by Transportation used by DPW during design included a large number of streets marked as asphalt, but which were determined during construction to be concrete base. This resulted in additional concrete costs for 3,038 Cubic Yards over the original budget. In addition, more existing water services were found to be deteriorated galvanized material which had to be replaced with copper lines. The Office of Engineering & Construction inspection personnel tracked all extra work. To continue this contract as designed, a change order for \$2,838,460.52 and 90 extra calendar days is requested.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Land Disposition Agreement with H&M Construction, LLC, Developer, for the sale of the City-owned property located at 2423 E. Federal Street.

AMOUNT OF MONEY AND SOURCE:

\$3,000.00

BACKGROUND/EXPLANATION:

The Developer intends to rent out the house after rehabbing it.

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

The property was valued pursuant to the Appraisal Policy of Baltimore City through the Waiver Valuation Process. The Waiver Valuation price for 2423 E. Federal Street is \$4,000.00 and the purchase price is \$3,000.00.

The property is being sold to H&M Construction, LLC below the price determined by the Waiver Valuation Process because of the following reasons:

- The sale and the rehabilitation will help to promote a specific benefit to the immediate community,
- the sale and rehabilitation will continue the elimination of blight, and

MINUTES

DHCD - cont'd

- the sale and rehabilitation will promote economic development through the placement of the subject property on the City's tax roll.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with H&M Construction, LLC, Developer, for the sale of the City-owned property located at 2423 E. Federal Street.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

2510 - 2513

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES**TRANSFERS OF FUNDS**

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|--|--|--|
| <u>Baltimore Development Corporation</u> | | |
| 1. \$ 70,532.00 23 rd Eco. Dev. Fund | 9910-913990-9600 Constr. Res. (Comm. Revital- ization) | 9910-921101-9601 Comm. Revitalization |
| <p>This transfer will provide funds so that the Department of Transportation can oversee the installation of five pedestrian street lights along the commercial area of Charles North to improve the aesthetics of the business district and provide safety for residents and shoppers.</p> | | |
| 2. \$1,058,000.00 24 th Eco. Dev. Fund | 9910-906993-9600 Constr. Res. (Inner Harbor Area) | 9910-909460-9601 Inner Harbor |
| <p>This transfer will provide funds so that the Department of Transportation can oversee the purchase and installation of new pedestrian light poles with new City-standard fixtures that will encircle the Waterfront Promenade in the Inner Harbor from the Rusty Scupper restaurant, National Aquarium and the Pier IV.</p> | | |
| 3. \$ 40,408.50 22 nd EDF | 9910-904115-9600 Constr. Res. West Side Initiative | 9910-906835-9603 Westside Project Initiative |
| 10,860.00 23 rd EDF | 9910-906993-9600 Constr. Res. Inner Harbor Area | 9910-909460-9601 Inner Harbor |
| 12,000.00 23 rd EDF | 9910-913990-9600 Constr. Res. Commercial Revitalization | 9910-921101-9601 Commercial Revitalization |

MINUTES**TRANSFERS OF FUNDS**

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|---|-----------------------|---------------------|
| <u>Baltimore Development Corporation - cont'd</u> | | |
| 26,607.68 | 9910-908018-9600 | 9910-907104-9601 |
| <u>24th EDF</u> | Constr. Res. | W. Balto. Ind. & |
| \$ 89,876.18 | Seton, Cross Rds., | Coml. |
| | Park Circle | |

This transfer will provide funds to reimburse the Baltimore Development Corporation for eligible capital expenses for the month ending May 31, 2016.

Department of Transportation

| | | |
|------------------------|------------------|-----------------------|
| 4. \$ 17,000.00 | 9950-903550-9509 | 9950-905621-9508-5 |
| GF (HUR) | Constr. Res. | Inspection |
| | Neighborhood | Historic Preservation |
| | Street Reconstr. | |

This transfer will cover the deficit and meet the costs of the project TR 10311 Historic Preservation.

| | | |
|------------------------|------------------|---------------------|
| 5. \$ 90,000.00 | 9950-906301-9528 | 9950-904181-9527 |
| State | Constr. Res. - | Bicycle Improvement |
| | Broening Highway | Projects |
| | Infrastructure | |

This transfer will match the grant with the Department to install bicycle friendly storm drain grates on project "Bicycle Safety Improvements."

| | | |
|------------------------|------------------|------------------|
| 6. \$500,000.00 | 9950-906301-9528 | 9950-931011-9508 |
| State | Constr. Res. | Bike Share |
| | Broening Highway | Infrastructure |
| | Infrastructure | |

MINUTES

TRANSFERS OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|---|---|---|
| <u>Department of Transportation -cont'd</u> | | |
| This transfer will cover the procurement of bikes and other related expenses on project "Bike Share Infrastructure" with Bewegen Technologies, Inc. | | |
| 7. \$ 65,000.00 FED | 9950-924080-9513 Constr. Res. Traffic Safety Improvement City- wide | 9950-908023-9512-5 Inspection 33 rd & Loch Raven Intersection Improve- ments |

This transfer will cover the deficit and fund the cost associated with Task #4 on project #1217 "On-Call Construction Project Management Services" with Rummel, Klepper & Kahl, LLP."

Department of Planning

| | | |
|--|--|---|
| 8. \$100,000.00 1 st Comm. and Eco. Dev. Bonds | 9904-926019-9129 Chesapeake Shake- speare Theater - Reserve | 9904-927019-9127 Chesapeake Shake- speare Theater - Active |
|--|--|---|

This transfer will support the renovation of the historic Mercantile Safe Deposit and Trust Company Building at Calvert & Redwood Streets into new 250 seat Chesapeake Shakespeare Company Theater.

| | | |
|---|---------------------------------------|--|
| 9. \$100,000.00 1 st Comm. and Eco. Dev. Loan | 9904-921021-9129 INSPIRE - Reserve | 9904-922021-9127 INSPIRE Greening - Active |
|---|---------------------------------------|--|

This transfer will provide funds for greening projects recommended in INSPIRE plans. In order to leverage the 21st

MINUTES

TRANSFERS OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|---|-----------------------|----------------------|
| <u>Department of Planning - cont'd</u> | | |
| <p>Century School Initiative, and to enhance the connection between the schools and the surrounding neighborhood, the Department launched a program called INSPIRE, which stands for Investing in Neighborhoods and Schools to Promote Improvement, Revitalization and Excellence. This planning program focuses on the neighborhoods immediately surrounding each of the modernized schools that are part of the 21st Century program, specifically the quarter-mile surrounding each school.</p> | | |
| <u>Department of Recreation and Parks</u> | | |
| 10. \$ 2,000.00 | 9938-911039-9475 | |
| Rec. & Parks 27 th | (Reserve) | |
| Series | | |
| 16,000.00 | 9938-911039-9475 | |
| State (Program | (Reserve) Park | |
| Open Space) | Maintenance | |
| <hr/> | Facility | |
| \$18,000.00 | ----- | 9938-912039-9474 |
| | | (Active) Park |
| | | Maintenance Facility |

This transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1234, Task #1 to Murphy & Dittenhafer, Inc.

MINUTES

Department of Recreation and Parks - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 5 to GWWO, Inc. under Project No. 1234, On-Call Architectural Design Services. The period of the task assignment is for 12 months.

AMOUNT OF MONEY AND SOURCE:

\$680,665.31 - 9938-908049-9474-900000-703032

BACKGROUND/EXPLANATION:

This task will include Phase II design services for Cahill Community Center.

MBE/WBE PARTICIPATION:

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

MWBOO SET GOALS OF 20% MBE AND 10% WBE.

THE TRANSFER OF FUNDS TO COVER THE COST ASSOCIATED WITH DESIGN SERVICES UNDER ON-CALL CONTRACT NO. 1234, TASK #5 TO GWWO, INC. WAS APPROVED BY THE BOARD ON JUNE 15, 2016.

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 5 to GWWO, Inc. under Project No. 1234, On-Call Architectural Design Services.

MINUTES

Department of Public Works (DPW)/ - Ratification of Agreement
Bureau of Solid Waste

ACTION REQUESTED OF B/E:

The Board is requested to ratify an Agreement between the Department of Public Works and the Housing Authority of Baltimore City (HABC). The period of the ratification is January 12, 2015 through January 11, 2016. The Board is also requested to authorize the DPW to continue to provide trash collection services to the HABC for the period January 12, 2016, until a new agreement is approved.

AMOUNT OF MONEY AND SOURCE:

\$382,454.00 - 1001-000000-5154-659000-600000

BACKGROUND/EXPLANATION:

On January 12, 2011, the Board approved the Memorandum of Understanding between the DPW/Bureau of Solid Waste and the HABC for the collection and disposal of residential and commercial waste from certain housing developments owned and operated by the HABC.

The original agreement was approved for one year and contained the option to renew for four additional 1-year periods under the same terms and conditions. The current agreement expired on January 12, 2015 and the DPW continued to provide services to the HABC in good faith without proper Board approval.

The DPW and the Law Department are currently working with the HABC to draft a new agreement. Permission is therefore requested to continue to provide trash collection services to the HABC for the period January 12, 2016 until a new agreement is approved.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

DPW/Bur. of Solid Waste - cont'd

UPON MOTION duly made and seconded, the Board ratified the Agreement between the Department of Public Works and the Housing Authority of Baltimore City. Further, the Board authorized the Department of Public Works to continue to provide trash collection services to the HABC for the period January 12, 2016, until a new agreement is approved.

MINUTES

Department of General Services - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 002 to Manns Woodward Studios, Inc. under GS 1218, B.C. Eastern Clinics Renovation. The period of the task assignment is approximately 17 months.

AMOUNT OF MONEY AND SOURCE:

\$128,093.70 - 9916-9119232-9197-900000-703032

BACKGROUND/EXPLANATION:

Manns Woodward Studios, Inc. will provide full design, bid and construction supervision for the interior renovations, HVAC, structural repairs and upgrades.

MBE/WBE PARTICIPATION:

Manns Woodward Studios, Inc. has committed to use the following firms on this task:

MBE: Setty Associates \$34,994.04 27.32%

WBE: Sugar Associates \$14,302.82 11.17%

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 002 to Manns Woodward Studios, Inc. under GS 1218, B.C. Eastern Clinics Renovation.

MINUTES

Department of General Services - Amendment No. 3 to On-Call Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Amendment No. 3 to On-Call Agreement with KCI Technologies, Inc. (KCI) for Project No. 1126K. The Amendment No. 3 will extend the period of the agreement through July 10, 2017.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On July 11, 2012, the Board approved the original agreement for a two year period with an upset amount of \$1,997,807.96. On July 2, 2014, the Board approved a one year time extension. On July 22, 2015, the Board approved a second 1-year time extension. This Amendment No. 3 will allow KCI to continue to provide services under existing tasks as well as assign new tasks as needed by the Department.

MBE/WBE PARTICIPATION:

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

MWBOO SET GOALS OF 23% MBE AND 10% WBE.

AUDITS NOTED THE TIME EXTENSION AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 3 to On-Call Agreement with KCI Technologies, Inc. for Project No. 1126K.

MINUTES

Mayor's Office of Health, Human - Governmental/Charitable
Services, Education and Youth Solicitation Application

ACTION REQUESTED OF B/E:

The Board is requested to endorse a Governmental/Charitable Solicitation Application for submission to the Board of Ethics of Baltimore City to permit Ms. Dawn Kirstaetter, Deputy Mayor, and staff members of the Mayor's Office of Health, Human Services, Education and Youth (HHSEY) to solicit sponsorships for the celebration for Principals of Baltimore City Public Schools. The period of the campaign will be effective upon Board approval through August 1, 2016.

AMOUNT OF MONEY AND SOURCE:

No general funds are involved in this transaction.

BACKGROUND/EXPLANATION:

The Mayor's Office of HHSEY would like to facilitate the coordination of a "Happy Hour" for Principals of Baltimore City Public Schools. This event will be sponsored by the Mayor. The Mayor's Office of HHSEY would like to solicit local restaurants to donate the venue, food, and drinks for a "Happy Hour" to get Principals excited about the upcoming 2016 - 2017 school year. In addition, sponsors will be solicited from Baltimore-area businesses and private foundations.

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

MINUTES

Mayor's Office of Health, Human - cont'd
Services, Education and Youth

UPON MOTION duly made and seconded the Board endorsed the Governmental/Charitable Solicitation Application for submission to the Board of Ethics of Baltimore City to permit Ms. Dawn Kirstaetter, Deputy Mayor, and staff members of the Mayor's Office of Health, Human Services, Education and Youth to solicit sponsorships for the celebration for Principals of Baltimore City Public Schools.

MINUTESDepartment of Transportation - Developers' Agreements

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

| <u>DEVELOPER</u> | <u>AGREEMENT NO.</u> | <u>AMOUNT</u> |
|---|----------------------|---------------------|
| 1. MILLERS SQUARE RETAIL, L.L.C. | 1452 | \$ 31,350.00 |

Millers Square Retail, L.L.C. would like to install new water service to its proposed new building located in the vicinity of 301 West 29th Street. This Developer's Agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Letter of Credit in the amount of \$31,350.00 has been issued to Millers Square Retail, L.L.C., which assumes 100% of the financial responsibility.

| | | |
|-------------------------|-------------|---------------------|
| 2. AMPORTS, INC. | 1442 | \$ 21,600.00 |
|-------------------------|-------------|---------------------|

Amports, Inc. would like to install new storm drain connection to its proposed new building located in the vicinity of 1935 Chesapeake Avenue. This Developer's Agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$21,600.00 has been issued to Amports, Inc., which assumes 100% of the financial responsibility.

| | | |
|---------------------------------|-------------|---------------------|
| 3. LSH GE GATEWAY 2, LLC | 1443 | \$464,764.00 |
|---------------------------------|-------------|---------------------|

LSH GE Gateway 2, LLC would like to install new water, conduit, streetscape, and street lighting to its proposed construction located at 800 N. Wolfe Street. This Developer's Agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

MINUTES

DOT - cont'd

| | <u>DEVELOPER</u> | <u>AGREEMENT NO.</u> | <u>AMOUNT</u> |
|----|--|----------------------|---------------------|
| | A Performance Bond in the amount of \$464,764.00 has been issued to the LSH GE Gateway 2, LLC, which assumes 100% of the financial responsibility. | | |
| 4. | DONOVAN DEVELOPMENT GROUP, LLC | 1473 | \$ 19,375.00 |

Donovan Development Group, LLC, would like to install new water to its proposed construction located at 207 S. Washington Street. This Developer's Agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$19,375.00 has been issued to the Donovan Development Group, LLC, which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Developer's Agreements.

MINUTES

Department of Transportation - Right-of-Entry Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Right-of-Entry Agreement between the Department of Public Works and CNX Marine Terminals, Inc., Grantee.

AMOUNT OF MONEY AND SOURCE:

This Right-of-Entry is being granted at no cost to the City.

BACKGROUND/EXPLANATION:

The Department of Public Works is in the process of replacing an existing 20" diameter water main in Newgate Avenue. CNX Marine Terminals, Inc. is allowing the contractor access through its property to perform the work.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Right-of-Entry Agreement between the Department of Public Works and CNX Marine Terminals, Inc.

MINUTES

Department of Transportation - Traffic Mitigation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Traffic Mitigation Agreement with Beason Street 1520, LLC and Towson Street 1220, LLC, Developer. The period of the agreement will commence upon Board approval and termination will be deemed in writing by the Department of Transportation.

AMOUNT OF MONEY AND SOURCE:

\$13,134.40 - 9950-903085-9512-000000-490375

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 11-529, approved on May 9, 2012, determined that a Traffic Impact Study was required for the development.

The Developer proposes to perform the Scope of Work at 1520 Beason Street, a new development, constructing 47 Single Family attached townhouses with a total of 84,040 sf. The Developer agrees to make a one-time contribution in the amount of \$13,134.40 to fund the City's multimodal transportation improvements in the project's vicinity.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Traffic Mitigation Agreement with Beason Street 1520, LLC and Towson Street 1220.

MINUTES

Department 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. 2915 Greenmount Avenue | Darrin K. Holly | One flat sign 16 sq. ft. |
| Flat Charge: \$105.60 | | |
| 2. 3232 Eastern Avenue | 324 Eastern Ave., LLC | Two canopies 16'1" x 2'1", steps and landing 18'3" x 2' |
| Annual Charge: \$350.90 | | |

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 minor privilege permits.

MINUTES

Department of Transportation - Memorandum of Understanding for
the Historic Red Caboose
Restoration Project

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Memorandum of Understanding (MOU) between the State Highway Administration (SHA) of the Maryland Department of Transportation (MDOT), acting for and on behalf of the State of Maryland and the Mayor and City Council of Baltimore acting through its Department of Transportation for the Historic Red Caboose Restoration Project. The period of the MOU is effective upon Board approval for 4 years.

AMOUNT OF MONEY AND SOURCE:

\$60,000.00 - 9950-919053-9527-000000-490360

BACKGROUND/EXPLANATION:

The Department of Transportation and the SHA would like to relocate and restore the Historic Red Caboose according to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

The project will consist of restoring then relocating and placing the Red Caboose for public use at the President Street Station. HVAC, a security system, and an ADA access ramp will be installed. The grass surrounding the yard will be re-sodded/seeded. A path and a railroad crossing light will be installed to further mark the site as a former rail transportation nexus.

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

DOT - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding between the State Highway City Council of Baltimore acting through its Department of Transportation for the Historic Red Caboose Restoration Project.

MINUTES

Department of Transportation - Memorandum of Understanding for the Inner Harbor Crosswalks and Bicycle Wayfinding Enhancements Project

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Memorandum of Understanding (MOU) between the State Highway Administration (SHA) of the Maryland Department of Transportation (MDOT), acting for and on behalf of the State of Maryland and the Mayor and City Council of Baltimore acting through its Department of Transportation for the Inner Harbor Crosswalks and Bicycle Wayfinding Enhancements Project. The period of the MOU is effective upon Board approval for 3 years.

AMOUNT OF MONEY AND SOURCE:

\$1,050,000.00 - 9950-904181-9527-000000-490360

BACKGROUND/EXPLANATION:

The Department of Transportation and the SHA would like to upgrade ten intersections to include high-visibility crossings, audible and visual countdown signals, and ADA ramp upgrades. The project will consist of intersections from Light and Pratt Street and continuing east to the intersection of Light and President Street and then continuing south to include the intersections of President and Fleet Street. The project will also include pedestrian and bicycle wayfinding signage.

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

DOT - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding between the State Highway Administration of the Maryland Department of Transportation, acting for and on behalf of the State of Maryland and the Mayor and City Council of Baltimore acting through its Department of Transportation for the Inner Harbor Crosswalks and Bicycle Wayfinding Enhancements Project.

MINUTES

Department of Transportation - Amendment No. 1 to the Memorandum
of Understanding for the Water
Taxi Terminals

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Amendment No. 1 to the Memorandum of Understanding for the Water Taxi Terminals with the Maryland Department of Transportation (MDOT) and the State Highway Administration (SHA). The period of the amendment is for 36 months upon MDOT's execution.

AMOUNT OF MONEY AND SOURCE:

\$1,050,000.00 - 9950-912054-9527-000000-490360

BACKGROUND/EXPLANATION:

On Wednesday, December 19, 2007, the Board approved a Memorandum of Understanding for the Water Taxi Terminals, which established the roles and responsibilities in connection with constructing a new Baltimore Water Taxi Terminal on Pier One.

This Amendment No. 1 modifies the project description to include demolition of the existing museum building on Pier One in Baltimore's Inner Harbor and a reduction of square footage for the new building (from 5,000 sq. ft. to 4,340 sq. ft.). This Amendment No. 1 will also provide an Inner Harbor terminal for the Water Taxi, passenger area, information, ticket sales, offices for the City Dockmaster, and access to the USS Constellation ship.

This Amendment No. 1 further reduces the Earmark funds from \$2,000,000.00 to \$1,050,000.00 and increases the Department's estimated match from \$500,000.00 to \$741,472.00. Additionally, the Amendment No. 1 includes other administrative functions such as invoices, audits, and obtaining the SHA's pre-approval of all change orders.

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

DOT - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 1 to the Memorandum of Understanding for the Water Taxi Terminals with the Maryland Department of Transportation and the State Highway Administration.

MINUTES

Department of Transportation - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Grant Agreement with the Maryland Department of Transportation (MDOT). The period of the agreement is effective upon Board approval through September 29, 2017, or until all payments of the grant have been made, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$10,850.00 - 9950-904181-9527-000000-490358

BACKGROUND/EXPLANATION:

The Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State. The MDOT has granted \$10,850.00 to the Department of Transportation for the implementation of a "pop-up" cycletrack along E. Pratt Street between Central Avenue and South Broadway in the City.

The project's scope of work will include, but is not limited to, design and installation of the pop-up cycletrack, including sign fabrication, sign installation, bicycle lane striping and pavement markings, and installation of planter box barriers. The work will also include community outreach and education regarding the pop-up cycletrack both before and after installation, preparation of quarterly status reports and final reports, and monitoring and supervising the compliance of all provisions in the agreement.

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement with the Maryland Department of Transportation.

MINUTES

Department of Transportation - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 2 to KCI Technologies, Inc. under Project 1225, On-Call Consultant Services for Reconstruction and Resurfacing Project. The period of the task assignment is for 12 months.

AMOUNT OF MONEY AND SOURCE:

\$184,775.29 - 1001-000000-2301-249800-603026

BACKGROUND/EXPLANATION:

This authorization provides for requirement gathering, migration planning, implementation, training, and documentation to move the Department's Cityworks environment from the current Motorola hosted location to the City's hosted environment. The scope of work includes but is not limited to, attending the project kick-off meeting, project schedule, project management, coordination, reporting, and stakeholder interviews.

MBE/WBE PARTICIPATION:

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

MWBOO SET GOALS OF 27% MBE AND 9% WBE.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 2 to KCI Technologies, Inc. under Project 1225, On-Call Consultant Services for Reconstruction and Resurfacing Project.

MINUTESSpace Utilization Committee - Inter-Departmental Lease
Renewals

The Board is requested to approve the Inter-Departmental Lease Renewals between the Department of General Services, Landlord and the City agency, Tenant, for the below-listed locations. The period of the lease renewal is for the period July 1, 2016 through June 30, 2017, unless otherwise indicated.

| <u>Location</u> | <u>Monthly Rent</u> | <u>Annual Rent</u> |
|---|---------------------|---------------------|
| <u>City Council Office</u> | | |
| 1. Mr. Bill Henry - 4 th Councilmanic District 5225 York Road, First Floor | \$ 869.96 | \$ 10,439.52 |

Account: 1001-000000-1000-106600-603013

On January 30, 2013, the Board approved the original lease agreement. This is the fourth renewal. The rental space is approximately 1,221 sq. ft.

Health Department

| | | |
|--|-------------|---------------------|
| 2. Eastern Healthcare Ctr. 620 N. Caroline Street | \$52,529.22 | \$630,350.65 |
|--|-------------|---------------------|

Account: 1001-000000-3030-271200-603096

On September 18, 2013, the Board approved the original lease agreement. This is the third renewal. The rental space is approximately 37,145 sq. ft.

MINUTESSpace Utilization Committee - cont'd

| <u>Location</u> | <u>Monthly Rent</u> | <u>Annual Rent</u> |
|---|---------------------|--------------------|
| <u>Department of Housing and Community Development</u> | | |
| 3. Code Enforcement Office 5225 York Road, Lower Level | \$ 2,725.31 | \$32,703.75 |
| Account: 1001-000000-5832-412800-603096 | | |
| On October 31, 2012, the Board approved the original lease agreement. This is the fourth renewal. The rental space is approximately 3,825 sq. ft. | | |
| 4. Code Enforcement Office 3939 Reisterstown Road, Suite 206 | \$ 3,503.05 | \$42,036.61 |
| Account: 1001-000000-5832-412800-603096 | | |
| On October 31, 2012, the Board approved the original lease agreement. This is the fourth renewal. The rental space is approximately 5,929 sq. ft. | | |
| <u>Mayor's Office of Human Services (MOHS)</u> | | |
| 5. Community Action Center 5225 York Road First Floor | \$2,161.01 | \$25,932.15 |
| Account: 1001-000000-1191-594700-603096 | | |
| On August 20, 2014, the Board approved the original lease agreement. This is the second renewal. The rental space is approximately 3,033 sq. ft. | | |

MINUTESSpace Utilization Committee - cont'd

| | <u>Location</u> | <u>Monthly Rent</u> | <u>Annual Rent</u> |
|----------------------|---|---------------------|--------------------|
| <u>MOHS - cont'd</u> | | | |
| 6. | Community Action Center 3939 Reisterstown Road, Suite 105 | \$4,604.36 | \$55,252.37 |

Account: 1001-000000-1191-594700-603096

On August 20, 2014, the Board approved the original lease agreement. This is the second renewal. The rental space is approximately 7,793 sq. ft.

Parking Authority of Baltimore City

| | | | |
|----|--|------------|--------------|
| 7. | Balto. City Meter Shop 510 Fallsway | \$1,916.06 | \$ 22,992.73 |
|----|--|------------|--------------|

On July 1, 2013, the Board approved the original lease agreement. This is the final two-year renewal. The rental space is approximately 3,944 sq. ft.

Department of Transportation

| | | | |
|----|---|-------------|--------------|
| 8. | Survey & Records Office 510 Fallsway | \$11,158.69 | \$113,904.39 |
|----|---|-------------|--------------|

Account: 1001-000000-2301-248700-603096

On October 10, 2012, the Board approved the original lease agreement. This is the fourth renewal. The rental space is approximately 16,470 sq. ft.

MINUTESSpace Utilization Committee - cont'd

| <u>Location</u> | <u>Monthly Rent</u> | <u>Annual Rent</u> |
|---|---------------------|--------------------|
| <u>Department of Transportation</u> | | |
| 9. Traffic & Management Ctr. 414 N. Calvert Street | \$17,716.50 | \$212,598.00 |

Account: 1001-000000-2301-248700-603096

On October 10, 2012, the Board approved the original lease agreement. This is the fourth renewal. The rental space is approximately 11,430 sq. ft.

The City agencies listed above will continue to use the leased premises for administrative offices.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the Inter-Departmental Lease Renewals between the Department of General Services, Landlord and various City agencies the City agencies for the abovementioned locations. The President

ABSTAINED on item no. 1

MINUTES

Department of Real Estate - Assignment of Tax Sale Certificate

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of a Tax Sale Certificate to Ms. Cherlye L. Wilson for an amount that is less than the lien amount for the property known as WS Elm Ave. 172-1ft. N of W 33rd St. (Block 3511, Lot 082).

AMOUNT OF MONEY AND SOURCE:

| <u>Property Address</u> | <u>Assessed Value</u> | <u>Flat Taxes & Water</u> | <u>Total Liens</u> | <u>Assignment Amount</u> |
|--|---------------------------|-----------------------------------|------------------------|------------------------------|
| WS Elm Ave. 172-1ft. N of 33 rd St. | \$1,800.00 | \$437.29 | \$8,578.94 | \$1,800.00 |

BACKGROUND/EXPLANATION:

The City acquired the Tax Sale Certificate for Block 3511, Lot 082 in the total amount of \$8,578.94.

Ms. Wilson has offered to purchase the Tax Sale Certificate for WS Elm Ave. 172-1ft. N of 33rd St. in the amount of \$1,800.00, file a petition to foreclose, acquire title to the property and return it to productive use. The purchase price of \$1,800.00 is the assessed value and covers the flat taxes and water bills.

UPON MOTION duly made and seconded, the Board approved the assignment of the Tax Sale Certificate to Ms. Cherlye L. Wilson for an amount that is less than the lien amount for the property known as WS Elm Ave. 172-1ft. N of W 33rd St. (Block 3511, Lot 082).

MINUTES

Space Utilization Committee - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Lease Agreement between the Department of Recreation and Parks, Landlord, and the Park Heights Renaissance, Inc., Tenant, for the rental of a portion of property located at 4100 Towanda Avenue consisting of approximately 10,209 sq. ft. The period of the Lease Agreement is effective upon Board approval for one year with an option to renew for one additional one-year period.

AMOUNT OF MONEY AND SOURCE:

Annual Rent

\$1.00

BACKGROUND/EXPLANATION:

The Leased Premises will be used to operate a recreation center for the purpose of recreational programming and community resource. The original recreational center agreement was approved by the Board on May 9, 2012, with options to renew that have been exercised and have expired.

The Landlord will be responsible for cutting and maintaining the grounds in accordance with the Department's maintenance schedules, bearing any responsibility for Capital Repairs costing more than \$50,000.00, maintaining a premise free of environmental hazards, and to pay the cost of furnishing utilities such as heat, electricity, water, and sewage.

The Tenant will be responsible for general cleaning and normal maintenance of the premises, termite inspection, the alarm, telephones, and internet systems. The tenant is also responsible for keeping the adjacent parking lots and entrances free of snow, ice, and debris. The Tenant is responsible for paying 25%

MINUTES

Space Utilization Committee - cont'd

of the cost of furnishing all utilities such as electricity, heat, water and sewage, and maintaining any playground and other equipment brought on premises by the Tenant.

The Space Utilization Committee approved this Lease Agreement on June 28, 2016.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement between the Department of Recreation and Parks, Landlord, and the Park Heights Renaissance, Inc., Tenant, for the rental of a portion of property located at 4100 Towanda Avenue consisting of approximately 10,209 sq. ft.

MINUTESSpace Utilization Committee - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Lease Agreement with Loyola University Maryland, Inc., Tenant, for the rental of a portion of property located at 3301 Waterview Avenue being on the lower level, consisting of approximately 1,220± sq. ft. The period of the Lease Agreement is July 1, 2015 through November 15, 2016, with no renewal options.

AMOUNT OF MONEY AND SOURCE:

Annual Rent

\$1,514.10

BACKGROUND/EXPLANATION:

The facility will be used as storage space for the Tenant's boats. The Landlord will be responsible for fire insurance. The Tenant must obtain approval from the Facility Administrator prior to making any improvements to the storage space. The Tenant will have use of the weight room at the Facility Administrator's discretion. The Tenant must also keep the storage area in good and orderly manner and be responsible for liability insurance.

The Lease Agreement is late because the Department of Recreation and Parks needed to determine the best use for the storage of the boats.

The Space Utilization Committee approved this Lease Agreement on June 28, 2016.

MINUTESSpace Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with Loyola University Maryland, Inc., Tenant, for the rental of a portion of property located at 3301 Waterview Avenue being on the lower level, consisting of approximately 1,220± sq. ft.

MINUTESSpace Utilization Committee - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Lease Agreement with Notre Dame Preparatory School, Inc., Tenant, for the rental of a portion of property located at 3301 Waterview Avenue being on the lower level, consisting of approximately 1,525± sq. ft. The period of the Lease Agreement is July 1, 2015 through November 15, 2016, with no renewal options.

AMOUNT OF MONEY AND SOURCE:Annual Rent

\$1,839.10

BACKGROUND/EXPLANATION:

The facility will be used as storage space for the Tenant's boats. The Landlord will be responsible for fire insurance. The Tenant must obtain approval from the Facility Administrator prior to making any improvements to the storage space. The Tenant will have use of the weight room at the Facility Administrator's discretion. The Tenant must also keep the storage area in good and orderly manner and be responsible for liability insurance.

The Lease Agreement is late because the Department of Recreation and Parks needed to determine the best use for the storage of the boats.

The Space Utilization Committee approved this Lease Agreement on June 28, 2016.

MINUTESSpace Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board to approved and authorized execution of the Lease Agreement with Notre Dame Preparatory School, Inc., Tenant, for the rental of a portion of property located at 3301 Waterview Avenue being on the lower level, consisting of approximately 1,525± sq. ft.

MINUTES

Space Utilization Committee - Fourth Amendment to
Sublease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Fourth Amendment to Sublease Agreement between The United Way of Central Maryland, Inc., sub-landlord, and the Mayor and City Council of Baltimore, subtenant, for the rental of a portion of the property known as the Bank of America Center, located at 100 S. Charles Street. The Fourth Amendment to Sublease Agreement will extend the period through February 28, 2017.

AMOUNT OF MONEY AND SOURCE:

| <u>Annual Rent</u> | <u>Monthly Rent</u> |
|--------------------|---------------------|
| \$22,000.00 | \$1,833.33 |

Account: 4000-486317-1772-180300-603013

BACKGROUND/EXPLANATION:

The 2,278 sq. ft. of space will be used as offices by the Baltimore City Head Start Program, under the Mayor's Office of Human Services. All other rentals, provisions, conditions and terms of the original lease agreement remain in full force and effect.

The sub-landlord will provide electric, water, drainage, gas, HVAC, lighting, restrooms, and cleaning of restrooms, building security, and trash removal of the sub-leased premises. The sub-landlord will allow the subtenant to use the large conference room (Blair Room) upon prior scheduling, and provide use of the existing desks, chairs, credenzas, and filing cabinets. The subtenant will be responsible for liability insurance, and telephone and computer services to the subleased premises.

The Space Utilization Committee approved this Fourth Amendment to Sublease Agreement on June 28, 2016.

APPROVED FOR FUNDS BY FINANCE

MINUTESSpace Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Fourth Amendment to Sublease Agreement between The United Way of Central Maryland, Inc., sub-landlord, and the Mayor and City Council of Baltimore, subtenant, for the rental of a portion of the property known as the Bank of America Center, located at 100 S. Charles Street. Acting on behalf of the Honorable Mayor Rawlings-Blake. The Director of Finance **ABSTAINED**.

MINUTES

Space Utilization Committee - Master License Agreement for DAS
Attachment to City Poles

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Master License Agreement for DAS Attachment to City Poles (Attachment Agreement) between the Department of Transportation, the Mayor and City Council, Licensor, and Crown Castle NG Atlantic LLC (Crown Castle), Licensee. The period of the Master License Agreement is effective upon Board approval for ten years with three renewal terms of five years each.

AMOUNT OF MONEY AND SOURCE:

| <u>Year</u> | <u>Annual Attachment Fee</u> |
|-------------|------------------------------|
| 2015 | \$ 759,900.00 |
| 2016 | \$ 790,296.00 |
| 2017 | \$ 821,907.00 |
| 2018 | \$ 854,784.15 |
| 2019 | \$ 888,975.52 |
| 2020 | \$ 924,534.54 |
| 2021 | \$ 961,515.92 |
| 2022 | \$ 999,976.56 |
| 2023 | \$1,039,975.62 |
| 2024 | \$1,081,574.65 |

The initial estimated annual rental revenue from 484 poles upon full build out will be \$759,900.00.

BACKGROUND/EXPLANATION:

On October 17, 2007, the Board approved an Interim Right-of-Way Agreement with Next G. Pursuant to that agreement, antennas were placed on 61 City-owned poles. Crown Castle acquired Next G in April 2012. After the acquisition, Crown Castle entered into negotiations to expand its attachments on City Poles.

MINUTES

Space Utilization Committee - cont'd

On May 7, 2015, the Board approved a Memorandum of Understanding (MOU) with Crown Castle which allowed Crown Castle, at its sole risk, to attach antennas to City poles as the parties negotiated the terms of the Attachment Agreement and as Crown Castle obtained a Franchise Agreement. The Franchise Agreement allowing Crown Castle to construct, install, maintain, and remove certain facilities in the Right-of-Way, was approved and signed into law on November 11, 2015.

Under the terms of the Attachment Agreement, Crown Castle will be solely responsible for the cost of any remedial work to make the City poles suitable for its use and will be responsible for liability insurance, utilities, maintenance, providing public notice for its proposed use of a City pole, repairs to its equipment, and compliance with all FCC rules and regulations.

Crown Castle will not attach to any City pole without the review and approval of its plans by the Department of Transportation. The community review process will be the responsibility of the Department of Planning and the Department of Real Estate will administer the Attachment Agreement on behalf of the City. In addition, if Crown Castle needs to construct new poles, it will become the property of the City and Crown Castle will be responsible for the maintenance of said poles at the discretion of the City.

Crown Castle will pay \$300.00 per year per pole as a fee in lieu of utilizing the City's conduit. This fee will be reduced by \$300.00 per pole that is subsequently connected to the City's conduit because Crown Castle will enter into a Conduit Lease Agreement. These fees have been set by the Board of Estimates.

Furthermore, Crown Castle will pay an annual attachment fee according to the following schedule:

MINUTES

Space Utilization Committee - cont'd

| <u>No. of Attachments</u> | <u>Annual Attachment Fee</u> |
|---------------------------|------------------------------|
| 1-25 attachments | \$2,400.00 each |
| 26-100 attachments | \$2,100.00 each |
| 101-200 attachments | \$1,700.00 each |
| 201-300 attachments | \$1,500.00 each |
| 301-400 attachments | \$1,300.00 each |
| 401-500 attachments | \$1,100.00 each |
| 501+ attachments | \$ 900.00 each |

The annual attachment fee will increase by 4% annually on the anniversary date of the MOU (October 7). Upon approval by the Board of Estimates, the Attachment Agreement will supersede the MOU.

The Space Utilization Committee approved this Attachment Agreement on June 28, 2016.

The following are the addresses for the pole attachments:

ADDRESSES

475 E. Pratt St. (Jones Falls Trail)
 Inner Harbor
 Inner Harbor
 141 E. Pratt St.
 399 E. Pratt St.
 Inner Harbor
 949 W Lake Ave.
 1 E Lake Ave.
 6310 York Rd.
 900 Light St.
 1621 Aliceanna St.
 36 Light St.
 2131 E. Lombard St.
 900 E. Lombard St.

ADDRESSES

1616 Thames St.
 1022 William St.
 600 W. Hamburg St.
 295 W. Pratt St.
 22 E. Lee St.
 100 W. Fayette St.
 501 E. Fort Ave.
 504 E. Lombard St.
 429 S. Charles St.
 2501 Fleet St.
 1952 E. Fayette St.
 4845 E. Lombard St.
 1511 Woodall St.
 125 S. Highland Ave.
 612 Cathedral St.
 302 Warren Ave.
 2548 Fleet St.
 22 Light St.
 801 Light St.
 200 S. President St.
 802 S. Carey St.
 1201 Carroll St.
 1302 S. Hanover St.

MINUTES

ADDRESSES

401 N. Curley St.
 2500 E. Baltimore St.
 2341 E. Monument St.
 245 N. Gilmor St.
 1400 W. Pratt St.
 4 Schroeder St.
 295 W. Pratt St.
 826 Russell St.
 763 W. Pratt St.
 680 W. Lexington St.
 1692 Patapsco St.
 409 Cathedral St.
 219 N. Howard St.
 450 W. Baltimore St.
 1119 E. Baltimore St.
 100 W. Fayette St.
 323 Paca St.
 500 N. Calvert St.
 400 E. Lexington St.
 1434 Bank St.
 700 N. Broadway
 1100 Hillen St.
 1303 Orleans St.
 1001 Low St.
 1633 E. Lombard St.
 248 S. Washington St.
 3545 McElderry St.
 3025 Hudson St.
 1216 W. Lexington St.
 501 N. Schroeder St.
 1234 E. Madison St.
 1003 N. Broadway
 101 Oldham St.
 903 Key Hwy
 1300 Webster St.
 1009 E. Fort Ave.
 559 S. Broadway
 902 S. Wolfe St.

ADDRESSES

1007 Hanover St.
 1515 Washington Blvd.
 1920 E. Fort Ave.
 2000 Aliceanna St.
 2360 Boston St.
 2999 Boston St.
 415 W. Camden St.
 471 S. Charles St.
 100 Commerce St.
 520 E. Lombard St.
 852 E. Pratt St.
 808 Eastern Ave.
 660 S. Eden St.
 2239 Essex St.
 1607 Eastern Ave.
 800 Battery Ave.
 1200 Bank St.
 1499 Lina Ct.
 123 N. Ann St.
 701 S. Ann St.
 115 E. Eager St.
 601 S. Ellwood Ave.
 1618 Gough St.
 740 W. Hamburg St.
 2120 Orleans St.
 35 S. Linwood Ave.
 630 Fleet St.
 117 N. Greene St.
 288 W. Conway St.
 600 Russell St.
 301 Light St.
 415 W. Lee St.
 1400 Harper St.
 901 N. Calvert St.
 100 E. Biddle St.
 21 W. Preston St.
 18 W. Read St.
 316 S. Patterson Park Ave.

MINUTES

Space Utilization Committee - cont'dADDRESSES

429 S. Eaton St.
 3100 Gough St.
 3133 E. Baltimore St.
 2707 E. Fayette St.
 3850 E. Baltimore St.
 586 W. Ostend St.
 1189 Burgundy St.
 704 S. Sharp St.
 1146 S. Sharp St.
 213 E. Cross St.
 633 E. Fort Ave.
 1570 E. Heath St.
 700 W. Pratt St.
 835 W. Lexington St.
 1120 Key Hwy.
 1201 James St.
 1816 E. Pratt St.
 1733 Eastern Ave.
 1563 E. Fairmount Ave.
 2346 E. Fayette St.
 2626 Boston St.
 1627 E. Fort Ave.
 Foster Avenue
 (on corner near 641 Grundy
 Street)
 3301 Eastern Ave.
 620 N. Caroline St.
 2734 Fait Ave.
 719 N. Lovegrove St.
 1227 W. Cross St.
 800 E. Baltimore St.
 1434 Fleet St.
 650 W. Baltimore St.
 1988 Russell St.
 323 S Sharp St.
 169 Colvin St.
 110 N. Howard St.
 125 W. Randall St.
 508 W. Hamburg St.
 101 W. West St.

ADDRESSES

2300 Fleet St.
 2901 Eastern Ave.
 2809 E. Fairmount Ave.
 2046 E. Fairmount Ave.
 236 Grundy St.
 1393 E. Pratt St.
 1342 McElderry St.
 1734 Orleans St.
 500 N. Washington St.
 4215 Eastern Ave.
 1883 Webster St.
 1601 Ramsay St.
 123 S. Fulton St.
 1532 Hollins St.
 21 N. Calhoun St.
 26 Fulton Ave.
 1421 E. Clement St.
 722 W. Saragota St.
 548 N. Fulton St.
 540 N. Carrollton Ave.
 1636 W. Lanvale St.
 1101 W. Lanvale St.
 704 Calhoun St.
 1433 Edmondson Ave.
 1714 Riggs Ave.
 1018 N. Gilmor St.
 Mosher Street (on corner by 929
 N. Carry St.)
 Across the street from 1627
 Laurens Street
 1202 N. Calhoun St.
 640 W. Franklin St.
 505 Brune St.
 911 Argyle Ave.
 1150 Myrtle Ave.
 1343 James St.
 716 N. Park Ave.
 593 Orchard St.
 815 Madison Ave.

MINUTES

Space Utilization Committee - cont'dADDRESSES

507 Preston Ave.
 871 N. Howard St.
 1001 Cathedral St.
 1022 N. Eutaw St.
 1143 N. Fremont Ave.
 540 W. Mosher St.
 1250 McCulloh St.
 Rear of 1100 N Eutaw St.
 201 W. Preston St.
 1040 Park Ave.
 1275 Eutaw Pl.
 1429 McCulloh St.
 502 Laurens St.
 645 Waltemeyer Ct.
 1408 Presstman St.
 1901 Division St.
 Presstman St. (Around the
 corner from 1448 N. Mount
 St.)
 1655 McKean Ave.
 2139 Pennsylvania Ave.
 2101 Druid Hill Ave.
 On Robert Street around the
 corner from 1904 McCulloh
 Street
 10 W. Chase St.
 1408 Mason St.
 140 Dolphin Lane
 1200 Mt. Royal Ave.
 1420 N. Charles St.
 1710 North Ave.
 36 Division St.
 2313 McCulloh St.
 922 W. North Ave.
 661 W. North Ave.
 152 W. Lafayette Ave.
 1490 W. Mount Royal Ave.
 22 W. North Ave.
 1905 Mount Royal Terrace
 2300 Callow Ave.

ADDRESSES

2262 Linden Ave.
 2500 McCulloh St.
 1601 Retreat St.
 975 Druid Park Lake Dr.
 2558 Brookfield Ave.
 2209 Park Ave.
 2148 Payson St.
 2315 N. Fulton Ave.
 1922 N. Bentalou St.
 2020 Bryant Ave.
 3300 Auchentoroly Terrace
 1907 Monroe St.
 2301 Gwynns Falls Pkwy.
 3525 Woodbrook Ave.
 Across the street from 2424
 Liberty Heights Avenue
 2600 Gwynns Falls Pkwy.
 3201 Burleith Ave.
 2112 Poplar Grove St.
 2741 Gwynns Falls
 3801 Hudson
 3034 E. Monument
 802 N. Kenwood Ave.
 2548 E. Eager St.
 2100 E. Monument St.
 122 N. Highland Ave.
 1880 Ashland Ave.
 923 N. Caroline St.
 1024 N Collington Ave.
 2303 E. Biddle St.
 1918 E. Chase St.
 2742 E. Chase St.
 1201 N. Decker Ave.
 2900 E. Oliver St.
 2700 E. Preston St.
 593 E. Madison St.
 887 McKim St.

MINUTES

Space Utilization Committee - cont'dADDRESSES

1005 McAleer Ct.
 1022 N. Aisquith St.
 1003 Brentwood Ave.
 1029 Valley St.
 Across the street from 918
 Biddle St.
 1401 E. Eager St.
 421 E. Chase St.
 702 E. Preston St.
 1208 N. Gay St.
 1301 N. Chester St.
 1234 N. Eden St.
 309 Federal St.
 317 Dolphin St.
 1319 Aisquith St.
 1403 N. Caroline St.
 1414 N. Wolfe St.
 1440 N. Broadway
 2314 E. Oliver St.
 1701 N. Charles St.
 1887 Greenmount Ave.
 1900 N. Calvert St.
 1700 Ensor St.
 1701 Harford Ave.
 702 E. 20th St.
 1703 N. Bond St.
 1701 Rutland Ave.
 1619 N. Chester St.
 1801 N. Washington St.
 2414 E. Lafayette Ave.
 2105 E. North Ave.
 1956 Sinclair Ln.
 1711 E. North Ave.
 1023 Bonaparte Ave.
 2035 N. Broadway
 1636 Cliftview Ave.
 901 Curtain Ave.

ADDRESSES

1120 Darley Ave.
 2160 Kirk Ave.
 900 E. 25th St.
 2414 Loch Raven Blvd.
 2100 Guilford Ave.
 2029 St. Paul St.
 2201 Maryland Ave.
 323 E. 24th St.
 2300 St. Paul St.
 101 W. 24th St.
 300 Eden St.
 338 W. Pratt St.
 876 W. Pratt St.
 24 Commerce St.
 100 Charles St.
 1100 Covington St.
 1720 Key Hwy.
 1201 S. Ellwood Ave.
 1803 Ramsay St.
 2063 Kennedy Ave.
 2101 Barclay St.
 2200 Aisquith St.
 1925 Cecil Ave.
 1931 Aisquith St.
 1373 E. 20th St.
 1101 E. North Ave.
 1230 E. North Ave.
 1835 N. Caroline St.
 1238 E Lafayette Ave.
 1285 Federal St.
 1329 Valley St.
 1401 N. Milton Ave.
 1530 E. Preston St.
 2431 St. Paul St.
 9 W 24th St.
 1500 N. Eden St.

MINUTES

Space Utilization Committee - cont'dADDRESSES

1116 N. Eden St.
 1209 Homewood Ave.
 2267 Kirk Ave.
 1807 N. Collington Ave.
 1643 N. Patterson Park Ave.
 1808 N. Patterson Park Ave.
 323 McMechen St.
 205 Wilson St.
 1700 Madison Ave.
 1823 Eutaw Pl.
 638 W. Mosher St.
 427 E. Preston St.
 701 W. Lafayette Ave.
 782 Dolphin St.
 1201 Pennsylvania Ave.
 On Hoffman around the corner
 from 1018 Pennsylvania Ave.
 1301 Division St.
 639 N. Eutaw St.
 212 W. Centre St.
 317 W. Franklin St.
 211 W. Franklin St.
 725 Fallsway
 413 E. Centre St.
 685 N. Exeter St.
 460 N. Exeter St.
 765 Hillen St.
 411 Holliday St.
 518 N. Charles St.
 239 N. Gay St.
 101 E. Pleasant St.
 309 N. Calvert St.
 307 N. Holliday St.
 103 N. Calvert St.
 146 N. Gay St.
 201 Fallsway

ADDRESSES

500 E. Fayette St.
 976 E. Fayette St.
 522 W. Lombard St.
 200 W. Lombard St.
 206 W. Baltimore St.
 167 W. Lombard St.
 502 S. Mount St.
 1821 Eagle St.
 723 S. Monroe St.
 723 S. Monroe St.
 693 Wyeth St.
 1002 W. Ostend St.
 1146 Scott St.
 1224 Wicomico St.
 791 W. Ostend St.
 1046 Light St.
 21 West St.
 1251 Light St.
 402 E. Fort Ave
 1700 Johnson St.
 200 E. Wells St.
 1801 Covington St.
 1605 Wetstone Way
 2605 W. North Ave.
 1900 E. Baltimore St.
 3100 Boston St.
 3218 Elliott St.
 3413 Elliott St.
 1028 S. Linwood Ave
 3018 O'Donnell St.
 649 S. Curley St.
 3693 Dillon St.
 993 Grundy St.
 901 S. East Ave
 828 S. Highland St.
 (On S. Highland Avenue around
 the corner from 3328 Foster
 Avenue)

MINUTES

Space Utilization Committee - cont'dADDRESSES

227 N. Schroeder St.
 1036 Vine St.
 1047 Hollins St.
 924 W. Lombard St.
 107 S. Carrollton Ave.
 847 W. Baltimore St.
 41 S. Poppleton St.
 21 North Fremont Ave.
 West shoulder of MLK Blvd.
 (East of 807 Hollins St.)
 306 S. Carey St.
 918 Ramsay St.
 827 McHenry St.
 732 McHenry St.
 343 Scott St.
 701 Washington Blvd.
 Front of 621 Portland St.
 212 Floyd St.
 121 Lloyd St.
 803 S. Caroline St.
 1914 Fleet St.
 2031 Eastern Ave.
 2503 Fait Ave.
 2206 Boston St.
 1771 E Fort Ave.
 100 W. Barney St.
 3 W. Lee St.
 509 S. Sharp St.
 1200 Battery Ave.
 237 Albemarle St.
 838 Aliceanna St.
 400 S. Wolfe St.
 100 N. Broadway
 2138 Brookfield Ave.
 2005 Park Ave.
 1535 Park Ave.
 2316 Reisterstown Rd.
 2528 Madison Ave.

ADDRESSES

157 W. Henrietta St.
 43 N. Patterson Park Ave.
 1616 E. Fayette St.
 2021 E. Pratt St.
 2488 Greenmount Ave.
 204 E. 25th St.
 1870 N. Howard St.
 422 E. Oliver St.
 2663 McElderry St.
 744 N. Patterson Park Ave.
 87 W. Saratoga St.
 2440 Eutaw Pl.
 1564 N. Carey St.
 1602 N. Fulton Ave.
 1621 W. Baltimore St.
 1289 W. Franklin St.
 300 S. Stricker St.
 3023 E. Pratt St.
 3601 E. Lombard St.
 3500 Bank St.
 10 S. Bouldin St.
 1903 N. Pulaski St.
 1647 Westwood Ave
 501 N. Streeper St.
 337 Gold St.
 Inner Harbor/Pier-5
 Inner Harbor
 Inner Harbor
 Inner Harbor
 Inner Harbor
 Inner Harbor
 701 E. Pratt St.
 700 E. Pratt St.
 Inner Harbor
 Inner Harbor
 Inner Harbor
 Inner Harbor

MINUTES

Space Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Master License Agreement for DAS Attachment to City Poles between the Department of Transportation, the Mayor and City Council, Licensor, and Crown Castle NG Atlantic LLC, Licensee.

MINUTES

Department of Real Estate - Escrow Termination Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Escrow Termination Agreement with Wells Fargo Bank, N.A., successor by merger to Signet Bank, Seller, and Chicago Title Insurance Company, Escrow Agent, for the funds held by the Escrow Agent in connection with the City's purchase of 210 and 220 Guilford Avenue, Property, from Seller.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

By Contract of Sale approved by the Board on February 21, 1996, the City agreed to purchase the Properties from the Seller, upon terms and conditions more particularly set forth therein. By Amendment to the Contract of Sale approved by the Board on April 10, 1996, and the accompanying Escrow Agreement approved on the same date, the date of settlement was extended and the Seller agreed to perform certain environmental remediation on the Properties after settlement. Pursuant to the terms of the Escrow Agreement, by and between the parties, the Seller was to deposit \$57,990.00 of the proceeds of sale for the Properties with the Escrow Agent to be held by it until the required environmental remediation was completed.

The Escrow Agent recently contacted the parties to advise them that they were still holding the funds and due to the passage of time and interest accrual the account balance is presently \$101,913.84. Neither Seller nor the City had adequate records to determine whether the required remediation work was completed within the time required by the documents. In order to avoid an interpleader of the funds in Court by the Escrow Agent and deduction of the Escrow Agent's legal fees and other costs from the funds, the Seller and the City agreed to terminate the Escrow Agreement and equally divide the funds remaining in the

MINUTES

Department of Real Estate - cont'd

escrow account, less \$2,000.00, which will be retained by the Escrow Agent to cover its third party out of pocket costs to settle this matter. The Escrow Termination Agreement provides that the Escrow Agent is to disburse the funds to the City and Seller within 30 days of approval of the Escrow Termination Agreement by the Board.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Escrow Termination Agreement with Wells Fargo Bank, N.A., successor by merger to Signet Bank, Seller, and Chicago Title Insurance Company, Escrow Agent, for the funds held by the Escrow Agent in connection with the City's purchase of 210 and 220 Guilford Avenue, Property, from Seller.

MINUTES

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

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

1. **HEALTHCARE ACCESS MARYLAND, INC.** **\$ 49,215.00**

Account: 4000-480012-3572-333610-603051

Healthcare Access Maryland, Inc. will provide transportation to 250 homeless clients to medical appointments, overnight shelters and other locations as needed for case management purposes. The funds from this grant will be used to purchase a handicap-accessible passenger van and to cover insurance and fuel costs for the passenger van. The period of the agreement is January 1, 2016 through December 31, 2016.

The agreement is late because of delays at the administrative level.

2. **THE WOMEN'S HOUSING COALITION, INC.** **\$ 86,782.00**
(WHC)

Account: 4000-407016-3571-759001-603051

On March 16, 2016, the Board approved a three-month advance of funds in the amount of \$25,872.00, to allow the organization to provide support services to homeless individuals. The agreement includes an additional \$86,782.00 making the total contract amount \$112,654.00. The Women's Housing Coalition, Inc. will provide housing as part of their WHC Family Scattered Site CoC Rental Assistance program. In addition to housing, the WHC Family Scattered Site Rental Assistance program provides comprehensive case management, drug testing, child care, and transportation assistance. Client support services include financial literacy, well-being and nutrition, job readiness, and computer skills training. Referrals are also provided to a host of health, education, and employment resources existing in the Baltimore community.

MINUTES

MOHS - cont'd

The housing assistance and support services will be provided to 7 households. The period of the agreement is May 1, 2016 through April 30, 2017.

The agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER.

3. **AT JACOB'S WELL, INC.** **\$ 179,676.27**

Account: 4000-407016-3571-757401-603051

On March 16, 2016, the Board approved a three-month advance of funds in the amount of \$50,935.00 to allow the organization to provide support services to homeless individuals. The agreement includes an additional \$179,676.27 making the total contract amount \$230,611.27. At Jacob's Well, Inc. will provide permanent housing and supportive services to 18 families or individual adults. The period of the agreement is April 1, 2016 through March 31, 2017.

The agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER.

4. **BEHAVIORAL HEALTH SYSTEM BALTIMORE, INC.** **\$1,055,254.88**

Account: 4000-407016-3571-757510-603051

On March 16, 2016, the Board approved a three-month advance of funds in the amount of \$353,576.00 to allow the organization to provide support services to homeless individuals. The agreement includes an additional \$1,055,254.88 making the total contract amount \$1,408,830.88. Behavioral Health System Baltimore, Inc. will provide housing and support services to homeless adults 18 years and older with serious mental illness and other disabilities.

MINUTES

MOHS - cont'd

Services provided include access to health care, substance abuse, and mental treatment, case management, housing placement and entitlements. Housing assistance and support services will be provided to 110 families or individual adults. The period of the agreement is April 1, 2016 through March 31, 2017.

The agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER.

5. **BEHAVIORAL HEALTH SYSTEM BALTIMORE, INC.** **\$ 66,294.00**

Account: 4000-407016-3571-757501-603051

On March 16, 2016, the Board approved a three-month advance of funds in the amount of \$21,655.00, to allow the organization to provide support services to homeless individuals. The agreement includes an additional \$66,294.00 making the total contract amount \$87,949.00. Behavioral Health System Baltimore, Inc. will provide housing rental assistance to 6 homeless households. The period of the agreement is April 1, 2016 through March 31, 2017.

The agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER.

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

Account: 4000-407016-3571-758400-603051

Marian House, Inc. will use the funds to offset the cost of providing case management supportive services to 19 households. The period of the agreement is December 1, 2015 through November 30, 2016. The agreement is late because of delays at the administrative level.

MINUTES

MOHS - cont'd

7. **MARIAN HOUSE, INC.** **\$211,420.96**

Account: 4000-407016-3571-758351-603051

On March 16, 2016, the Board approved a three-month advance of funds in the amount of \$71,533.00, to allow the organization to provide support services to homeless individuals. The agreement includes an additional \$211,420.96 making the total contract amount \$282,953.96. Marian House, Inc. will provide housing assistance and supportive services to homeless adults 18 years and older with serious mental illness and other disabilities. Services include access to health care, substance abuse, and mental treatment, case management, housing placement and entitlements. Housing assistance and support services will be provided to 18 families or individual adults. The period of the agreement is April 1, 2016 through March 31, 2017.

The agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER.

8. **DAYSPRING PROGRAMS, INC.** **\$264,597.00**

Account: 4000-407016-3571-757604-603051

On March 16, 2016, the Board approved a three-month advance of funds in the amount of \$85,893.00, to allow the organization to provide support services to homeless individuals. The agreement includes an additional \$264,597.00 making the total contract amount \$350,490.00. Dayspring Programs, Inc. will provide housing rental assistance to 17 families. The period of the agreement is April 1, 2016 through March 31, 2017.

MINUTES

MOHS - cont'd

The agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER.

9. **DAYSPRING PROGRAMS, INC.** **\$634,992.00**

Account: 4000-407016-3571-757603-603051

On March 16, 2016, the Board approved a three-month advance of funds in the amount of \$204,776.00, to allow the organization to provide support services to homeless individuals. The agreement includes an additional \$634,992.00 making the total contract amount \$839,768.00. Dayspring Programs, Inc. will provide housing assistance and supportive services to homeless adults 18 years and older with serious mental illness and other disabilities. Services include access to health care, substance abuse, and mental treatment, case management, housing placement and entitlements. Housing assistance and support services will be provided to 43 families or individual adults. The period of the agreement is April 1, 2016 through March 31, 2017.

The agreement is late because of delays at the administrative level.

MWBOO GRANTED A WAIVER.

GRANT AGREEMENT

10. **ST. VINCENT DE PAUL OF BALTIMORE, INC.** **\$159,459.00**

Account: 4000-407117-3571-761000-603051

St. Vincent de Paul of Baltimore, Inc. will use funds for homelessness prevention and rapid re-housing assistance through their Front Door program. St. Vincent de Paul of Baltimore, Inc. will serve 65 clients. The period of the agreement is July 1, 2016 through June 30, 2018.

MWBOO GRANTED A WAIVER.

MINUTES

MOHS - cont'd

11. **DAYSPRING PROGRAMS, INC.** **\$ 75,984.00**

Account: 5000-586816-1772-769600-603051

The Dayspring Programs, Inc. will provide services to 100 children five days per week for two months from 8:30 am to 3:30 pm. Education staff will continue to work towards goals that prepare children for school readiness during the period of performance. The Dayspring Programs, Inc. will provide classroom supplies, including science and math kits to enhance school readiness. The Dayspring Programs, Inc. will also provide field trips to enhance classroom experiences. The period of the agreement is June 20, 2016 through August 12, 2016.

MWBOO GRANTED A WAIVER.

12. **UNION BAPTIST CHURCH-SCHOOL, INC.** **\$ 57,000.00**

Account: 5000-586816-1772-769601-603051

The Union Baptist Church-School, Inc. will use funding to enhance children's social, physical, cognitive and language development through its Head Start program. Union Baptist will, as necessary, hire teachers, assistant teachers, and an Education Coordinator. The Union Baptist Head Start program will serve 51 children. The funding will cover the summer session of Head Start. The period of the agreement is June 20, 2016 through August 12, 2016.

MWBOO GRANTED A WAIVER.

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 Continuum of Care Program Agreements and the Grant Agreement.

MINUTES

Mayor's Office of - One Month Advance Funding
Human Services (MOHS)

The Board is requested to approve a one month advance of funds for the following programs:

1. **DAYSPRING PROGRAM, INC.** **\$394,200.00**

Account: 4000-486317-1772-515600-603051

The MOHS is requesting a one-month advance on the full amount of the contract which is \$4,730,400.00. This program will provide services to 584 children. This advance will allow operations of the Dayspring Programs Head Start program to continue for Fiscal Year 2016-17.

2. **UNION BAPTIST CHURCH-SCHOOL, INC.** **\$118,125.00**

Account: 4000-486317-1772-516000-603051

The MOHS is requesting a one-month advance on the full amount of the contract, which is \$1,417,500.00. This program will provide services to 175 children. This advance will allow operations of the Dayspring Programs Head Start program to continue for Fiscal Year 2016-17.

The agreements will have a start date of July 1, 2016 and end June 30, 2017. The programs will provide educational, social, psychological, health, nutritional, and parental educational services to children and their families.

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

UPON MOTION duly made and seconded, the Board approved a one month advance of funds for the above listed programs.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

- | | | |
|---|-------------|---------|
| 1. ROBERTS OXYGEN COMPANY, INC. | \$16,000.00 | Renewal |
| Solicitation No. B50003719 - Compressed Air & Gasses - Baltimore City Police Department - Req. No. R672915 | | |

On August 20, 2014, the initial award was approved by the City Purchasing Agent in the amount of \$21,883.00. The Board is requested to approve a contract renewal with Robert's Oxygen Company, Inc. in the amount of \$16,000.00. The period of the renewal is September 01, 2016 through August 31, 2018 with one, two-year renewal option remaining. This renewal will make the total contract amount \$37,883.00.

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|--|-------------|---------|
| 2. INQUIRIES, INC. | \$35,000.00 | Low Bid |
| Solicitation No. B50004640 - Background Investigation Services - Human Resources - Req. No. R729813 | | |

The period of the award is June 29, 2016 through June 28, 2017, with five 1-year renewal options.

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|---|------------|-----------|
| 3. SEQGEN, INC. | \$2,391.00 | Extension |
| Solicitation No. B50003156 - Repair and Maintenance Plan for DNA Instruments (ABI 7500 Instruments) - Baltimore City Police Department - Lab - Req. P528639 | | |

On September 20, 2013, the initial award was approved by the City Purchasing Agent in the amount of \$8,200.00. The first renewal was approved by the City Purchasing Agent in the amount of \$8,200.00. The second renewal was approved by the City Purchasing Agent in the amount of \$8,200.00. The Board is requested to approve a contract extension in the amount of \$2,391.00 so that all DNA Instruments will expire on the same date and can be put out for bid at the same time. The period of the extension is September 18, 2016 through December 31, 2016. This extension will make the total contract amount \$26,991.00.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

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|--|-------------|---------|
| 7. EXPRESS SCRIPTS, INC. F/N/AESI ACQUISITION, INC. | \$12,252.10 | Renewal |
| Solicitation No. 08000 - WebEOC Software - Fire Department - Req. No. P527620 | | |

On June 19, 2014, the initial award was approved by the City Purchasing Agent in the amount of \$12,252.10. The first renewal was approved by the City Purchasing Agent in the amount of \$12,252.10. The Board is requested to approve a contract renewal in the amount of \$12,252.10. The period of the renewal is July 01, 2016 through June 30, 2017, with one, 1-year renewal option remaining. This renewal will make the total contract amount \$36,756.30.

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|--|--------------|---------|
| 8. TENNANT SALES AND SERVICES COMPANY | \$ 64,970.00 | Renewal |
| B50004062 - New Preventive Maintenance Contract for Tennant Machines - Baltimore Convention Center - P.O. No. P531763 | | |

On June 17, 2015, the Board approved the initial award in the amount of \$34,970.00. The award contained three 1-year renewal options. On February 24, 2016, the Board approved an increase in the amount of \$33,000.00. This renewal in the amount of \$64,970.00 is for the period June 17, 2016 through June 16, 2017, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

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|---|---------|---------|
| 9. LAWMEN SUPPLY COMPANY OF NEW JERSEY, INC. | \$ 0.00 | Renewal |
| Contract No. B50003683 - SWAT Uniforms - Baltimore City Police Department - P.O. No. P528602 | | |

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

On September 3, 2014, the Board approved the initial award in the amount of \$35,000.00. The award contained five 1-year renewal options. On October 7, 2015, the Board approved the first renewal in the amount of \$35,000.00. This second renewal in the amount of \$0.00 is for the period September 3, 2016 through September 2, 2017, with three 1-year renewal options remaining. The above amount is the City's estimated requirement.

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|--|----------------|---------|
| 10. KONE, INC. | \$1,000,000.00 | Renewal |
| Contract No. B50002985 - Elevator Maintenance Services - Departments of General Services, Public Works, Transportation, Recreation and Parks, Baltimore Convention Center, etc. - P.O. No. P524796 | | |

On August 28, 2013, the Board approved the initial award in the amount of \$2,412,590.00. The award contained two 1-year renewal options. This renewal in the amount of \$1,000,000.00 is for the period September 1, 2016 through August 31, 2017, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MWBOO SET GOALS OF 25% MBE AND 0% WBE.

| | <u>Commitment</u> | <u>Performed</u> |
|------------------------------|-------------------|--------------------|
| MBE: Admiral Elevator | 25% | \$442.503.00 28.8% |

MWBOO FOUND VENDOR IN COMPLIANCE.

- | | | |
|--|---------------|---------|
| 11. AIR LIQUIDE INDUSTRIAL | | |
| U.S. LP | \$ 200,000.00 | Renewal |
| Contract No. B50002343 - Liquid Oxygen - Department of Public Works, Bureau of Water and Wastewater - P.O. No. P520756 | | |

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

On June 27, 2012, the Board approved the initial award in the amount of \$40,035.00. The award contained four 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$200,000.00 is for the period July 15, 2016 through July 14, 2017. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

12. PRIORITY HEALTHCARE
DISTRIBUTION, INC. d/b/a
CURASCRIPPT SPECIALTY
DISTRIBUTION \$ 200,000.00 Renewal
-
- Contract No. 06000 - Nexplanon Contraceptives - Health Department - P.O. No. P528414

On August 20, 2014, the Board approved the initial award in the amount of \$99,975.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$200,000.00 is for the period July 16, 2016 through July 15, 2017, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

13. NIGHTMARE GRAPHICS,
Inc. \$300,000.00 Increase
-
- Contract No. B50003458 - T Shirts, Caps & Other Active Wear - Recreation and Parks, Departments of Health, Transportation, Public Works, General Services, etc. - P.O. No. P527514

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

On June 4, 2014, the Board approved the initial award in the amount of \$115,580.00. The award contained two 1-year renewal options. Subsequent actions have been approved. Due to an increase in usage, an increase in the amount of \$300,000.00 is necessary to provide t-shirts and other active wear. This increase will make the award amount \$905,580.00. The contract expires on June 3, 2017, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

| | | |
|--|---------------------|-----------------|
| 14. <u>SAFEWARE, INC.</u> | <u>\$ 50,000.00</u> | <u>Increase</u> |
| Contract No. B50003108 - Revolution Traffic Cones - Department of Transportation - P.O. No. P525008 | | |

On September 11, 2013, the Board approved the initial award in the amount of \$129,300.00. The award contained two 1-year renewal options. Due to increased usage an increase in the amount of \$50,000.00 is necessary to procure more cones. This increase will make the award amount \$179,300.00. The contract expires on September 30, 2016, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

| | | |
|--|---------------------|-----------------|
| 15. <u>VISIONATIONS, LLC</u> | <u>\$ 75,000.00</u> | <u>Increase</u> |
| Contract No. 08000 - CrimePad Software License - Baltimore Police Department - Req. No. R685995 | | |

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

On January 8, 2015, the City Purchasing Agent approved the initial award in the amount of \$20,010.00. The award contained two 1-year renewal options. This increase in the amount is necessary for the addition of software licenses that were omitted from the original award and for continued service through the term of the contract. This increase will make the award amount \$95,010.00. The period covered is through January 7, 2017 with two 1-year renewal options remaining.

16. SHINGLE & GIBB
 COMPANY \$ 18,270.00 Amendment
 Contract No. 08000 - Citect Software Maintenance Support and SCADA Services - Department of Public Works - Req. Nos. R580294 and R731930

On December 21, 2011, the Board is requested to approve and authorize execution of the First Amendment to Agreement with Shingle & Gibb Company.

On December 21, 2011, the Board approved the sole source award to the vendor with a five year initial term through December 20, 2016. The license provided under the agreement has historically been provided for the term July 1, 2016. This Amendment to Agreement will extend the initial term to allow the agreement to coincide with the license term. This Amendment will extend the period of the agreement through June 30, 2017, with five 1-year renewal options.

17. TEAM CORPORATION OF
 NEW YORK \$ 200,000.00 Extension
 Contract No. B50001988 - Repair and Maintenance Services for Electrical Motors above 300 H.P - Departments of Public Works, General Services, Transportation and others -P.O. No. P517876

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

On July 20, 2011, the Board approved the initial award in the amount of \$500,000.00. The award contained one renewal option. On July 16, 2014, the Board approved the sole renewal in the amount of \$300,000.00. This extension is necessary to allow for uninterrupted service while this requirement is re-advertised. This extension is for the period July 20, 2016 through December 31, 2016. The above amount is the City's estimated requirement.

MWBOO SET GOALS OF 4% MBE AND 2% WBE.

| | <u>Commitment</u> | <u>Performed</u> |
|---|-------------------|------------------|
| MBE: Personal Electric, LLC | 4% | \$ 9,507.27 5.5% |
| WBE: Oelman Electric Supply Co. Inc. | 0.5% | \$ 870.00* 0.5% |
| Roane's Rigging and Transfer Co., Inc. | 1.5% | See note below |

Per contracting agency, vendor has demonstrated good faith efforts.

*Vendor spent \$5,532.70 with Oelman Electric Supply Co., Inc., however, only 25% of that amount can be credited toward the WBE goal. Roane's Rigging and Transfer Co., Inc. was not used because no rigging work was required during this period.

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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| <u>Bureau of Purchases</u> | | |
|----------------------------|--|--|

UPON MOTION duly made and seconded, the Board approved the foregoing informal awards, renewals, increases to contracts and extensions. The Board also approved and authorized execution of the Amendment to Agreement with Shingle & Gibb Company (item no. 16).

MINUTES

Health Department - Agreements, Amendment to Agreements,
Ratification to the Agreements and
Extension to the Agreement

The Board is requested to approve and authorize execution of the Agreements, Amendments to Agreements, Ratification to the Agreements and Extension to Agreement. The period of the agreement is July 1, 2015 through June 30, 2016, unless stated otherwise.

AGREEMENTS

1. **HOPESPRINGS, INC.** **\$ 80,000.00**

Account: 4000-499016-3023-513200-603051

HopeSprings, Inc. will focus on increased outreach and marketing efforts within the faith community in order to implement a pilot program utilizing volunteers to help HIV positive people remain in medical care. The period of the agreement is January 1, 2016 through December 31, 2016.

The Agreement is late because of a delay in receiving an acceptable budget and scope of services.

MWBOO GRANTED A WAIVER.

2. **THE JOHNS HOPKINS UNIVERSITY (JHU)** **\$112,312.00**

Account: 1001-000000-3030-271500-603051

The JHU's School of Medicine will provide a physician to serve as Medical Director of Clinical Services with a variety of public health, research and clinical expertise, and assistance in the areas of sexually transmitted diseases, HIV, and tuberculosis. The period of the Agreement is July 1, 2015 through June 30, 2016.

The Agreement is late because budget negotiations delayed processing.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd3. **THE JOHNS HOPKINS UNIVERSITY (JHU)** **\$63,131.00**

Account: 4000-499016-3023-513200-603051

The JHU will complete at least 750 HIV test and provide counseling and testing services to clients receiving services in Johns Hopkins Hospital obstetrical and gynecology clinics. Patients identified as HIV-infected are enrolled into an outreach program to assist them in coping with their diagnosis and obtaining appropriate health care. The outreach staff will assist HIV-infected patients with access to available health and social services in Baltimore and the surrounding counties. The period of the Agreement is January 1, 2016 through December 31, 2016.

The Agreement is late because of a delay in receiving an acceptable budget and scope of services.

MWBOO GRANTED A WAIVER.

AMENDMENTS TO AGREEMENTS4. **PLANNED PARENTHOOD OF MARYLAND, INC.** **\$ 15,000.00**

Account: 4000-494416-3030-295900-603051

On November 18, 2015, the Board approved the original agreement with Planned Parenthood of Maryland, Inc. in the amount of \$45,000.00 for the period July 1, 2015 through June 30, 2016 to provide services for the new Baltimore City Teen Pregnancy Prevention Initiative: Out of Home Youth Project. The Department received supplemental funding from the State of Maryland, Department of Health, and Mental Hygiene in the amount of \$15,000.00 for additional services. This amendment for \$15,000.00 makes the total agreement amount \$60,000.00. All other terms and conditions of the original agreement remain unchanged.

MINUTES

Health Department - cont'd

The Amendment to Agreement is late because of a delay in budget revisions.

MWBOO GRANTED A WAIVER.

5. **BALTIMORE MEDICAL SYSTEM, INC.** **\$10,000.00**

Account: 5000-520116-3080-388900-60305

On September 23, 2015, the Board approved the original agreement in the amount of \$49,929.00 for the period of July 1, 2015 through June 30, 2016.

The Department received supplemental funds in the amount of \$10,000.00 for the additional Title X Family Planning services. This makes the total amount \$59,929.00.

The amendment is late because budget revisions delayed the processing.

MWBOO GRANTED A WAIVER.

RATIFICATION TO THE AGREEMENTS

6. **THE JOHNS HOPKINS UNIVERSITY/SCHOOL OF MEDICINE (JHUSOM)** **\$ 783.00**

Account: 5000-569716-3023-274423-603051

The JHUSOM will provide psychosocial counseling to all women who are enrolled in reproductive health services in the Johns Hopkins HIV Women's Health Program. Counseling will include problem solving by peer outreach worker that will support the pregnant woman through pregnancy with the ultimate goal of prevention of mother to child transmission of HIV and maintenance or improvement in maternal health.

MINUTES

Health Department - cont'd

7. **THE JOHNS HOPKINS UNIVERSITY/SCHOOL OF MEDICINE (JHUSOM)** \$ 3,282.00

Account: 5000-569716-3023-274421-603051

The JHUSOM will provide the services of a registered nurse who is experienced in HIV Obstetrical Care to assist HIV infected women in maintaining and tracking all medical services needed during pregnancy, and treatment adherence.

On September 22, 2015, the Department was notified by the Department of Health and Mental Hygiene's Prevention and Health Promotion Administration that the State Fiscal Year (SFY) 2016 Unified Grant Award for all local health departments would be revised to a single funding stream, and total amount of the SFY 2016 allocation would be reduced.

Because of reduced funding, the State Special Women, Infants, Children and Youth (WICY) awards to several providers were rescinded or reduced to reflect the State Special WICY funding period of July 1, 2015 through July 31, 2015.

The ratifications are late because the providers had to modify their budgets to reflect a one-month budget period, which delayed processing the agreement on time.

EXTENSION TO THE AGREEMENT

8. **BALTIMORE ANIMAL RESCUE AND CARE SHELTER, INC. (BARCS)** \$1,185,115.00

Account: 1001-000000-2401-271300-603051

On July 16, 2014, the Board approved the initial operating agreement with BARCS in the amount of \$1,182,265.00, for the period of July 1, 2014 through June 30, 2015. The

MINUTESHealth Department - cont'd

operating agreement included the option to extend the term of the agreement for four additional one-year periods under the same terms.

On April 15, 2015, the Board approved an amendment to the operating agreement in the amount of \$57,000.00 making the total amount \$1,239,265.00. On August 12, 2015, the Board approved a one-year extension of the operating agreement for the period July 1, 2015 through June 30, 2016, in the amount of \$1,262,910.00. On April 6, 2016, the Board approved an Amendment in the amount of \$54,000.00, making the agreement total amount \$1,316,910.00.

The Department would like to extend the operating agreement for one-year. The period of the extension to the Agreement is July 1, 2016 through June 30, 2017, with two one-year renewal options.

The agreement is late because of the administrative review process.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Agreements, Amendments to Agreements, Ratification to the Agreements and the Extension to Agreement.

MINUTES

Health Department - Rescind Approved Expenditure of Funds
And Re-Approve New Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to rescind the expenditure of funds request for gift cards for the Bureau of School Health approved on January 13, 2016. The Board is also requested to re-approve the new Expenditure of Funds for gift cards to the below-listed vendors.

AMOUNT OF MONEY AND SOURCE:

| | <u>Budget Account Numbers</u> | <u>Vendors</u> |
|---------------------------|--------------------------------|---------------------|
| \$ 1,000.00 | 4000-480616-3100-268600-603026 | Dunkin Donuts |
| 1,000.00 | 4000-480616-3100-268600-603026 | Amazon.com |
| 1,000.00 | 4000-480616-3100-268600-603026 | AMC Theaters |
| 1,000.00 | 4000-480616-3100-268600-603026 | Bath & Body Works |
| 1,000.00 | 4000-480616-3100-268600-603026 | CVS Pharmacy |
| 1,000.00 | 4000-480616-3100-268600-603026 | IHOP |
| 1,000.00 | 4000-480616-3100-268600-603026 | Darden Restaurants |
| 1,000.00 | 4000-480616-3100-268600-603026 | Domino's |
| 1,000.00 | 4000-480616-3100-268600-603026 | Safeway |
| 1,000.00 | 4000-480616-3100-268600-603026 | iTunes |
| 1,000.00 | 4000-480616-3100-268600-603026 | Marshalls |
| 1,000.00 | 4000-480616-3100-268600-603026 | JC Penney |
| 1,000.00 | 4000-480616-3100-268600-603026 | Old Navy |
| 1,000.00 | 4000-480616-3100-268600-603026 | Panera Bread |
| 1,000.00 | 4000-480616-3100-268600-603026 | Papa John's |
| 1,000.00 | 4000-480616-3100-268600-603026 | Entertainment Group |
| 1,000.00 | 4000-480616-3100-268600-603026 | Loews Theatres |
| 1,000.00 | 4000-480616-3100-268600-603026 | Subway |
| 1,000.00 | 4000-480616-3100-268600-603026 | Target |
| 1,000.00 | 4000-480616-3100-268600-603026 | Walmart |
| <u>\$20,000.00</u> | | |

The above-listed vendors will provide 50 gift cards at \$20.00 each.

MINUTES

Health Department - cont'd

BACKGROUND/EXPLANATION:

On January 13, 2016, the Board approved the Expenditure of Funds for the BSH to purchase gift cards for distribution to clients that participate in the Baltimore City U Choose Evidence-based Teen Pregnancy Prevention Program. When the program went to purchase the gift cards, it was found that some of the selected vendors did not offer the denomination needed and as approved by the Board. Therefore, the Department is requesting the Board to rescind its previous approval for gift cards and re-approve the expenditure.

The Bureau of School Health (BSH) has been awarded grant funds to support the Baltimore City U Choose evidence-based Teen Pregnancy Prevention Program. The BSH will administer the teen prevention curriculum, Seventeen Days, to teenagers visiting the Department's School-Based Health Centers. Seventeen Days is a theory-based interactive video designed to educate young women about contraception and sexually transmitted infections (STIs). Upon completion of the Seventeen Days curriculum, participating students will receive an incentive. Incentives for the evidence-based program include participation gift cards for various clothing, food and entertainment venues. An estimated 1,000 teenagers are expected to benefit from the clinic-based curriculum and incentives. Funding is available in the State of Maryland Department of Health and Mental Hygiene grant from the Office of Adolescent Health Tier 1B.

The Department has a consolidated policy account for the purchase, distribution, and documentation of all incentive cards (as submitted). The central tenets of this policy account for: 1) A single means of procuring all incentive cards through the Board of Estimates, 2) the documentation of each incentive card and its recipient, 3) a monthly reconciliation for all purchases that account for all distributed and non-distributed cards, and, 4) periodic internal review of programs' activity vis-à-vis the internal policy (which are to be shared with the Department of Audits.)

MINUTES

Health Department - cont'd

This policy has been reviewed by both the Solicitor's Office and by the Department of Audits. Consistent with the original Board of Estimates approval, all requests for payment for the above incentive cards will be subject to the Department of Audits approval.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board rescinded the approval of expenditure of funds request for gift cards for the Bureau of School Health approved on January 13, 2016. The Board also re-approved the new Expenditure of Funds for gift cards to the foregoing listed vendors.

MINUTES

Parking Authority of - Second Amendments to Parking Facility
Baltimore City (PABC) Operations and Management Agreements

The Board is requested to approve and authorize execution of the following Second Amendments to Parking Facility Operations and Management Agreements:

| <u>Operators</u> | <u>Facility/ies</u> |
|------------------------------------|-------------------------------------|
| 1. IMPARK/DANAS PARKING LLC | Marina Garage West Street Garage |

Marina Garage:

| <u>Second Amendment</u> | <u>Original Agreement + 1st Amendment</u> | <u>Account Number</u> |
|-----------------------------|--|--|
| \$267,556.00 | \$549,278.00 | 2076-000000-2321-253800-603016 Maintenance & Repair |
| 3,600.00 | 7,200.00 | 2076-000000-2321-253800-603026 Management & Incentive |
| <u>30,000.00</u> | <u>60,000.00</u> | 2076-000000-2321-253800-603038 Security |
| <u>\$301,156.00</u> | <u>\$616,478.00</u> | |

West Street Garage:

| <u>Second Amendment</u> | <u>Original Agreement + 1st Amendment</u> | <u>Account Number</u> |
|-----------------------------|--|--|
| \$285,049.00 | \$578,366.00 | 2076-000000-2321-254000-603016 Maintenance & Repair |
| 3,600.00 | 7,200.00 | 2076-000000-2321-254000-603026 Management & Incentive |
| <u>67,200.00</u> | <u>134,604.00</u> | 2076-000000-2321-254000-603038 Security |
| <u>\$355,849.00</u> | <u>\$720,170.00</u> | |

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

Marina Garage and West Street Garage

| | <u>Commitment</u> | <u>Performed</u> | |
|---|-------------------|---------------------------|--------------------|
| MBE: Xecutive Security Investigations, Inc. Admiral Elevator | | \$51,950.00 | 46% |
| | | <u>2,395.00</u> | <u>2%</u> |
| Total MBE: 27% | | <u>\$54,345.00</u> | <u>48%</u> |
| WBE: AJ Stationers, Inc. Sign Solutions, Inc. dba Sign-A-Rama Tote-It, Inc. | | \$ 3,686.00 | 3.2% |
| | | 1,475.00 | 1.3% |
| | | <u>5,075.00</u> | <u>4.5%</u> |
| Total WBE: 10% | | <u>\$10,236.00</u> | <u>9.0%</u> |

MWBOO FOUND VENDOR IN COMPLIANCE.

| <u>Operators</u> | <u>Facility/ies</u> |
|---|--|
| 2. PMS PARKING, INC. AND LAZ PARKING MID-ATLANTIC, LLC | Franklin Street Garage |
| <u>Second Amendment</u> | <u>Original Agreement + 1st Amendment</u> |
| \$216,548.00 | \$403,640.00 |
| 36,000.00 | 72,000.00 |
| <u>10,000.00</u> | <u>12,000.00</u> |
| <u>\$262,548.00</u> | <u>\$487,640.00</u> |
| | <u>Account Number</u> |
| | 2075-000000-2321-407400-603016 Maintenance & Repair |
| | 2075-000000-2321-407400-603026 Management & Incentive |
| | 2075-000000-2321-407400-603038 Security |

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

Franklin Street Garage:

| | <u>Commitment</u> | <u>Performed</u> | |
|--------------------------------------|--------------------|------------------|-------------|
| MBE: Admiral Elevator Company | \$ 6,331.00 | | 13.8% |
| Watkins Security Agency, Inc. | 1,519.00 | | 3.3% |
| T.E. Jeff, Inc. | 1,059.00 | | 2.3% |
| Total MBE: 17% | \$ 8,909.00 | | |
| | | | |
| WBE: Sue-Ann's Office Supply | \$ 1,277.29 | | 2.8% |
| Sign Solutions, Inc. | 0.00 | | |
| dba Sign-A-Rama | | | |
| Copy Cat Acquisition | 1,552.00 | | 3.4% |
| Co., LLC | | | |
| Total WBE: 9% | \$ 2,829.29 | | 6.2% |

MWBOO FOUND VENDOR IN COMPLIANCE.

| <u>Operators</u> | <u>Facility/ies</u> |
|---|-------------------------|
| 3. PMS PARKING, INC. AND LAZ PARKING MID-ATLANTIC, LLC | Saint Paul Place Garage |

Saint Paul Place Garage:

| <u>Second Amendment</u> | <u>Original Agreement + 1st Amendment</u> | <u>Account Number</u> |
|-----------------------------|--|--|
| \$271,470.00 | \$507,594.00 | 2075-000000-2321-408100-603016 Maintenance & Repair |
| 84,210.00 | 168,420.00 | 2075-000000-2321-408100-603026 Management & Incentive |
| 10,000.00 | 12,000.00 | 2075-000000-2321-408100-603038 Security |
| \$365,680.00 | \$688,014.00 | |

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

Saint Paul Place Garage:

| | <u>Commitment</u> | <u>Performed</u> | |
|---|--------------------|------------------|--------------|
| MBE: Watkins Security Agency | \$ 1,635.00 | | 2.1% |
| Admiral Elevators | 14,940.00 | | 19.6% |
| T.E. Jeff, Inc. | 1,014.00 | | 1.3% |
| Total MBE: 17% | \$17,589.00 | | 23.0% |
| WBE: Sue-Ann's Office Supply, Inc. | \$ 9,139.00 | | 12% |
| Copy Cat Acquisition Company, LLC | 210.00 | | 0.27% |
| CMS, LLC dba Commercial | 7,400.00 | | 9.7% |
| Maintenance Solutions | | | |
| Total WBE: 9% | \$16,749.00 | | |

MWBOO FOUND VENDOR IN COMPLIANCE.

| <u>Operators</u> | <u>Facility/ies</u> |
|-----------------------------|--|
| 4. PMS PARKING, INC. | Caroline Street Garage |
| Second <u>Amendment</u> | Original Agreement + <u>1st Amendment</u> |
| \$226,034.00 | \$444,464.00 |
| 64,872.00 | 129,744.00 |
| <u>12,500.00</u> | <u>11,500.00</u> |
| \$303,406.00 | \$585,708.00 |
| | <u>Account Number</u> |
| | 2075-000000-2321-408200-603016 Maintenance & Repair |
| | 2075-000000-2321-408200-603026 Management & Incentive |
| | 2075-000000-2321-408200-603038 Security |

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

Caroline Street Garage:

| | <u>Commitment</u> | <u>Performed</u> | |
|--------------------------------------|-------------------|------------------|--------------|
| MBE: T.E. Jeff, Inc. | \$ 800.00 | | 2.3% |
| Reff, LLC | 4,200.00 | | 12% |
| Watkins Security Agency, Inc. | <u>1,299.00</u> | | <u>3.7%</u> |
| Total MBE: 17% | \$6,299.00 | | 18% |
| WBE: The Fireline Corporation | \$ 413.00 | | 1.2% |
| Copy Cat Acquisition Company, LLC | 2,386.00 | | 6.8% |
| Sue-Ann's Office Supply, Inc. | <u>1,325.00</u> | | <u>3.8%</u> |
| Total WBE: 9% | \$4,124.00 | | 11.8% |

MWBOO FOUND VENDOR IN COMPLIANCE

| <u>Operators</u> | <u>Facility/ies</u> |
|-----------------------------|--|
| 5. PMS PARKING, INC. | Little Italy Garage |
| Second <u>Amendment</u> | Original Agreement + <u>1st Amendment</u> |
| \$ 232,525.00 | \$ 475,476.00 |
| 52,464.00 | 104,928.00 |
| 6,000.00 | 12,000.00 |
| \$ 290,989.00 | \$ 592,404.00 |
| | <u>Account Number</u> |
| | 2075-000000-2321-407900-603016 Maintenance & Repair |
| | 2075-000000-2321-407900-603026 Management & Incentive |
| | 2075-000000-2321-407900-603038 Security |

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

Little Italy Garage:

| | <u>Commitment</u> | <u>Performed</u> | |
|--------------------------------------|-------------------|------------------|--------------|
| MBE: T.E. Jeff, Inc. | \$1,400.00 | | 4.6% |
| Reff, LLC | 2,000.00 | | 6.6% |
| Grass Roots | 2,000.00 | | 6.6% |
| Watkins Security Agency, Inc. | <u>1,105.00</u> | | <u>3.7%</u> |
| Total MBE: 17% | \$6,505.00 | | 21.5% |
| WBE: The Fireline Corporation | \$ 781.00 | | 2.6% |
| Copy Cat Acquisition Company, LLC | 1,628.00 | | 5.4% |
| Sue-Ann's Office Supply, Inc. | <u>1,325.00</u> | | <u>4.4%</u> |
| Total WBE: 9% | \$3,734.00 | | 12.4% |

MWBOO FOUND VENDOR IN COMPLIANCE

| <u>Operators</u> | <u>Facility/ies</u> |
|---|--|
| 6. REPUBLIC PARKING SYSTEM, INC. | Market Center Garage |
| Second <u>Amendment</u> | Original Agreement + <u>1st Amendment</u> |
| \$276,275.00 | \$545,995.00 |
| 60,000.00 | 120,000.00 |
| <u>96,000.00</u> | <u>192,000.00</u> |
| \$432,275.00 | \$857,995.00 |
| | <u>Account Number</u> |
| | 2075-000000-2321-407100-603016 Maintenance & Repair |
| | 2075-000000-2321-407100-603026 Management & Incentive |
| | 2075-000000-2321-407100-603038 Security |

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

Market Center Garage:

| | <u>Commitment</u> | <u>Performed</u> |
|---|-------------------|---------------------------------|
| MBE: Xecutive Security Investigations, Inc. A/C Power, Inc. | | \$61,821.00 37.8% |
| | | 691.00 0.4% |
| Total MBE: 17% | | <u>\$62,512.00 38.2%</u> |
| WBE: Sign Solutions, Inc. dba Sign-A-Rama CMS, LLC dba Commercial Maintenance Solutions | | \$ 716.00 0.4% |
| | | <u>9,985.00 6.1%</u> |
| Total WBE: 9% | | <u>\$10,701.00 6.5%</u> |

MWBOO FOUND VENDOR IN COMPLIANCE

| <u>Operators</u> | <u>Facility/ies</u> |
|----------------------------------|--|
| 7. LANDMARK PARKING INC., | Fleet and Eden Garage |
| Second <u>Amendment</u> | Original Agreement + <u>1st Amendment</u> |
| \$282,636.00 | \$525,289.00 |
| 72,000.00 | 144,000.00 |
| <u>9,000.00</u> | <u>9,000.00</u> |
| <u>\$363,636.00</u> | <u>\$678,289.00</u> |
| | <u>Account Number</u> |
| | 2075-000000-2321-408300-603016 Maintenance & Repair |
| | 2075-000000-2321-408300-603026 Management & Incentive |
| | 2075-000000-2321-408300-603038 Security |

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

Fleet and Eden Garage:

| | <u>Commitment</u> | <u>Performed</u> |
|--|-------------------|--------------------------|
| MBE: Evergreen Landscape & Design Corp. | | \$ 1,250.00 3.9% |
| Grady Environmental Services | | <u>12,595.00</u> 39.7% |
| Total MBE: 17% | | \$13,845.00 |
| WBE: Sue-Ann's Office Supply Sign Solutions, Inc. dba Sign-A-Rama | | \$ 2,800.00 8.8% |
| | | <u>681.00</u> 2.1% |
| Total WBE: 9% | | \$ 3,481.00 10.9% |

MWBOO FOUND VENDOR IN COMPLIANCE

Under the original agreements, compensation to the operators was based on a monthly base management fee and a calculation for the incentive fee with reimbursement for approved operating expenses at the parking facilities. The second amendment, authorizes required additional funding to pay for anticipated operating expenses and to compensate the operators during the extended term upon the original compensation structure.

The term of the original agreement was twelve months, from July 1, 2014 to June 30, 2015 with a PABC option to extend for an additional 12 months, that was exercised in 2015. The first amendment extended the term through June 30, 2016. This second amendment will extend the term for twelve months through June 30, 2017.

In addition, this second amendment will allow the Bureau of Purchases to incorporate the recently developed local, small, minority, and women owned business initiatives into the solicitation for management services at this facility.

MINUTES

PABC - cont'd

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 Second Amendments to the Parking Facility Operations and Management Agreements.

MINUTES

Parking Authority of - Second Amendment to Memorandum
Baltimore City (PABC) of Understanding _____

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Second Amendment to Memorandum of Understanding with ZipCar, Inc. This Second Amendment to Memorandum of Understanding will extend the term of the Memorandum of Understanding through June 30, 2017.

AMOUNT OF MONEY AND SOURCE:

The City will receive \$100.00 per space per month.

BACKGROUND/EXPLANATION:

The Parking Authority of Baltimore City has partnered with Zipcar, Inc. to reduce car ownership in Baltimore City through a memorandum of understanding that was approved by the Board of Estimates on June 23, 2010. In the past six years, the partnership has removed 3,000 personally owned cars from the City, reducing the demand for parking and the need for the construction of parking garages. If the City built garages to park those vehicles, it would have cost the City 75 million dollars.

The PABC has helped in placing over 100 Zipcars throughout the City, which has allowed thousands of Baltimore residents to become Zipcar members, providing an additional mode of transit while living with fewer personal vehicles.

The PABC is currently exploring additional car-sharing methods and requires time to see where the car-sharing market is moving before it attempts new procurement of car-sharing services for the City.

MINUTES

PABC - cont'd

| | <u>Commitment</u> | <u>Performed</u> |
|-------------------------------|-------------------|--------------------|
| MBE: See note below* | \$15,000.00 | |
| WBE: Haines Industries | | \$28,609.38 |
| Mjach Designs | | 1,785.00 |
| Flowers by Chris | | 127.20 |
| X-Treme Painting | | 38.20 |
| Total WBE: \$ 5,000.00 | | <u>\$30,559.78</u> |

*Based on continuing efforts, MWBOO has determined that Zipcar, Inc. has demonstrated good faith efforts to comply with the MBE/WBE program. There is very little available opportunity for subcontracting.

MWBOO FOUND VENDOR IN COMPLIANCE

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Second Amendment to Memorandum of Understanding with ZipCar, Inc.

MINUTES

Department of Public Works/Office - Amendment No. 6
of Engineering and Construction to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Amendment No. 6 to Agreement with KCI Technologies, Inc., for Project 1118, Improvements to the Wastewater Collection System for Consent Decree Wet Weather Compliance. The Amendment No. 6 to Agreement extends the period of the agreement for one year, or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

| | | |
|-----------------------|---|--------------------------------|
| \$1,371,905.43 | - | 2070-000000-5601-399012-603026 |
| 110,383.20 | - | 2070-000000-5501-604304-603026 |
| 47,307.08 | - | 2071-000000-5521-393704-603026 |
| 47,307.08 | - | 2071-000000-5521-393804-603026 |
| \$1,576,902.79 | | |

BACKGROUND/EXPLANATION:

The scope of the work includes helping the Office of Asset Management set-up, maintain and support a Capacity, Management, Operation & Maintenance (CMOM) Unit for the City. The work performed under this contract supports Consent Decree requirements. The original agreement will expire on September 22, 2016. All other terms and conditions of the original agreement remain unchanged.

MBE/WBE PARTICIPATION:

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

MWBOO FOUND THE VENDOR IN COMPLIANCE.

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

MINUTES

DPW - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 6 to Agreement with KCI Technologies, Inc., for Project 1118, Improvements to the Wastewater Collection System for Consent Decree Wet Weather Compliance.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve an Agreement with Johnson, Mirmiran & Thompson, Inc., Consultant, under SC 918S PAS for Advanced Site Preparation for Headwork's Improvements at the Back River Wastewater Treatment Plant. The period of the Agreement is effective upon Board approval for three years or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$ 569,217.82 - Baltimore City
569,217.82 - Baltimore County
\$1,138,435.64 - 9956-907689-9551-900020-703032

BACKGROUND/EXPLANATION:

The Consultant will provide Post Award Engineering Services during construction of SC 918S, Advanced Site Preparation for the Headwork's Improvements at the Back River Wastewater Treatment Plant. The engineering services will include: review of shop drawings, response to requests for information, coordinate, and attend meetings with the City and County to review construction progress as well as any concerns from Baltimore County related with the county force main relocation, participate in system start-up, and develop record drawings. The Consultant will also provide personnel for inspection and monitoring of the surcharge stages and evaluate the field readings, verify and provide a final report. In addition, the Consultant will conduct conditional and final acceptance inspection and prepare punch list items. The Consultant was approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission to design this project.

MINUTES

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

MBE/WBE PARTICIPATION:

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

| | | |
|----------------------------------|---------------------|---------------|
| MBE: E2CR, Inc. | \$233,203.32 | 20.48% |
| Transviron, Inc. | <u>74,486.08</u> | <u>6.54</u> |
| TOTAL: | \$307,689.40 | 27.02% |
| | | |
| WBE: Constellation Design | \$ 61,443.01 | 5.40% |
| Group, Inc. | | |
| Phoenix Engineering, Inc. | <u>52,759.46</u> | <u>4.63%</u> |
| TOTAL: | \$114,202.47 | 10.03% |

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

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the Agreement with Johnson, Mirmiran & Thompson, Inc., Consultant, under SC 918S PAS for Advanced Site Preparation for Headwork's Improvements at the Back River Wastewater Treatment Plant.

MINUTES

Department of Public Works - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Memorandum of Understanding (MOU) with The University of Baltimore. The period of the MOU is effective upon Board approval for one year or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$24,499.00 - 2072-000000-5181-613200-603026

BACKGROUND/EXPLANATION:

Microbial Source Tracking (MST) is a method used to determine the host origin of fecal bacteria contamination. Four watersheds in the City have been listed as impaired for bacteria by the Maryland Department of the Environment. The City plans to document and estimate bacteria load restrictions resulting from consent decree capital improvement projects. The MST study will help establish a baseline to evaluate the impact of these improvements.

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 Memorandum of Understanding with The University of Baltimore.

MINUTES

Department of Public Works/Office - On-Call Agreement for
of Engineering and Construction Project No. 1237E, On-Call
Environmental Site Design
and Engineering Services

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the On-Call Agreement under Project No. 1237E, On-Call Environmental Site Design and Engineering Services with EA Engineering & Technology, Inc. The period of the On-Call Agreement is effective upon Board approval for five years or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$2,000,000.00 - Upset limit

BACKGROUND/EXPLANATION:

On December 27, 2013, the Maryland Department of the Environment (MDE) reissued a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit to the City of Baltimore. The City prepared and submitted the Watershed Implementation Plan (WIP), as required by the MS4 Permit.

The WIP projects must be designed and constructed before the MS4 permit expires on December 26, 2018, to avoid stipulated penalties. EA Engineering & Technology, Inc. will provide design and biddable documents for storm water drainage systems and storm water management projects listed in the WIP.

MBE/WBE PARTICIPATION:

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

MINUTES

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

| | | |
|---------------------------------------|---------------------|------------|
| MBE: AB Consultants, Inc. | \$220,000.00 | 11% |
| Dhillon Engineering, Inc. | 120,000.00 | 6% |
| Transviron, Inc. | <u>220,000.00</u> | <u>11%</u> |
| Total | \$560,000.00 | 28% |
| | | |
| WBE: Carroll Engineering, Inc. | \$100,000.00 | 5% |
| Phoenix Engineering, Inc. | 80,000.00 | 4% |
| Urban Green Environ- mental, LLC | <u>40,000.00</u> | <u>2%</u> |
| Total | \$220,000.00 | 11% |

MWBOO FOUND VENDOR IN COMPLIANCE.

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 On-Call Agreement under Project No. 1237E, On-Call Environ-mental Site Design and Engineering Services with EA Engineering & Technology, Inc.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to ratify the Supplemental Agreement with Rummel, Klepper & Kahl, LLP (RKK), under Sanitary Contract No. 8526, Post Award Services (PAS) Sludge Digester Facilities at the Back River Wastewater Treatment Plant approve and authorize payment for services rendered. The ratification will extend the period of the Supplemental Agreement through November 5, 2016 or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$0.00 - 9956-907526-9551-900020-703032

BACKGROUND/EXPLANATION:

Due to the leaks discovered in the High Rate Digesters during construction, the construction contract was delayed. An amendment to extend the contract was delayed and the PAS agreement expired.

The warranty period on the construction contract expires in November 2016. Therefore, ratification of the Supplemental Agreement will extend the period of the PAS agreement to allow the Consultant to complete the Acid Phase Reactor (APR) Performance testing, finalize the Consultant O&M Manual, and complete the As-Built drawings and construction contract closeout. The APR also required extensive performance testing during the start-up and is continually being monitored for performance.

The Consultant was approved by the Office of Boards and Commissions and the Architectural and Engineering Award Commission.

MINUTES

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

MBE/WBE PARTICIPATION:

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

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

UPON MOTION duly made and seconded, the Board ratified the Supplemental Agreement with Rummel, Klepper & Kahl, LLP, under Sanitary Contract No. 8526, Post Award Services Sludge Digester Facilities at the Back River Wastewater Treatment Plant and approved and authorized payment for services rendered.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 004 to Dewberry & Davis LLC, under Project No. 1178D, On-Call Civil/Structural Engineering Services.

AMOUNT OF MONEY AND SOURCE:

\$104,575.51 - 9956-904549-9551-900020-703032

BACKGROUND/EXPLANATION:

The original contract will expire May 27, 2017. The duration of this task is approximately ten months.

During the study phase of SC 950, the consultant performed a comprehensive assessment of current conditions at the pumping station and identified deficiencies. To correct the deficiencies, a comprehensive improvement program was developed which calls for hydraulic, mechanical and electrical improvements to the pumping station, and for structural rehabilitation of the station structure itself. Improvements to the discharge valves and the installation of transducers will be made as well as installing screens over the existing bypass structure to isolate debris. The Consultant was approved by the Office of Boards and Commission and Architectural and Engineering Awards Commission.

| | | | |
|-------------|----------------------------|--------------------|---------------|
| WBE: | Aresolve Engineering, Inc. | \$ 8,222.00 | 7.86% |
| | Dhillon Engineering, Inc. | <u>24,499.39</u> | <u>23.43%</u> |
| | | \$32,721.39 | 31.29% |

| | | | |
|-------------|---------------------------|-------------|-------|
| WBE: | Carroll Engineering, Inc. | \$ 7,179.30 | 7.00% |
|-------------|---------------------------|-------------|-------|

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

DPW - cont'd

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 004 to Dewberry & Davis LLC, under Project No. 1178D, On-Call Civil/Structural Engineering Services. The President voted **NO**.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 002 to Louis Berger Water Services, Inc., under Project No. 1503, On-Call Project and Construction Management Assistance Services.

AMOUNT OF MONEY AND SOURCE:

\$709,983.29 - 9960-905668-9557-900020-703032

BACKGROUND/EXPLANATION:

The original contract will expire December 15, 2019. The duration of this task is approximately 24 months.

The Office of Engineering and Construction is in need of continued assistance from Louis Berger Water Services, Inc. to provide Construction Management Assistance and on-site inspection services on WC 1278 Old York Road and Vicinity Water Main Replacement for the Bureau of Water and Wastewater, Department of Public Works.

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 002 to Louis Berger Water Services, Inc., under Project No. 1503, On-Call Project and Construction Management Assistance Services. The President voted **NO**.

MINUTES

Police Department - Payment of Back Salary

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the payment of back salary for Mr. Caesar Goodson, a Baltimore City Police Officer. The back pay represents the amount of salary that Mr. Goodson would have earned for the period of May 1, 2015 through June 22, 2016.

AMOUNT OF MONEY AND SOURCE:

\$87,705.16 - 1001-000000-2042-198100-601062

BACKGROUND/EXPLANATION:

On May 1, 2015, Mr. Goodson was suspended without pay as a result of being criminally charged with a felony in the State of Maryland.

On June 22, 2016, the State charges were dismissed against Mr. Goodson and he was restored to pay status effective June 23, 2016. Pursuant to Article 16(A)(2) of the Memorandum of Understanding between the Baltimore Police Department and the Fraternal Order of Police Lodge No. 3, Mr. Goodson is entitled to receive back pay for the period he was suspended without pay.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the payment of back salary for Mr. Caesar Goodson.

MINUTES

Police Department - Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Consultant Agreement with Gary P. Hartsock Forfeiture Consultant Specialist LLC, Consultant. The period of the agreement is effective October 7, 2016 for two years.

AMOUNT OF MONEY AND SOURCE:

\$84,000.00 - 1001-000000-2042-198100-603026

BACKGROUND/EXPLANATION:

The Consultant will assist the Department in the furtherance of its law enforcement and public safety mission by providing the Department with expertise and consultant services in the field of asset forfeitures. The total cost (including fees and expenses) of the Consultant Agreement may not-exceed \$84,000.00 at the rate of \$20.19 per hour.

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 Consultant Agreement with Gary P. Hartsock Forfeiture Consultant Specialist LLC.

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:

2609 - 2629

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 Public Works (DPW)/Office
of Engineering and Construction

| | | | |
|----|---|---|---|
| 1. | WC 1343, Water Appurtenances Installations and Small Main Repairs & Installations at Various Locations | J. Fletcher Creamer & Son, Inc. | \$4,810,850.00 |
| | MBE: | Machado Construction Company, Inc. | \$ 5,000.00 0.10% |
| | | Dough Boy Hauling | 50,000.00 1.00% |
| | | AB Trucking & Contracting, LLC | 50,000.00 1.00% |
| | | Manuel Luis Construction Company, Inc. | 336,759.00 7.00% \$441,759.00 9.10% |
| | WBE: | R&R Contracting Utilities, Inc. | \$ 97,000.00 2.01% |

MWBOO FOUND VENDOR IN COMPLIANCE.

2. **TRANSFER OF FUNDS**

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|------------------------|---|---------------------|
| \$5,213,376.75 | 9960-909100-9558 | |
| Water Revenue Bonds | Constr. Reserve Water Infrastruc- ture Rehabilitation | |
| 1,737,792.25 | 9960-910300-9558 | |
| <u>Balto. County</u> | Constr. Reserve | |
| \$6,951,169.00 | Water Facilities | |

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW - cont'd

| | | |
|------------------------------|-------|--------------------------------------|
| \$ 481,085.00 | ----- | 9960-904143-9557-2 Extra Work |
| 481,085.00 | ----- | 9960-904143-9557-3 Engineering |
| 937,606.00 | ----- | 9960-904143-9557-5 Inspection |
| 4,810,850.00 | ----- | 9960-904143-9557-6 Construction |
| <u>240,543.00</u> | ----- | 9960-904143-9557-9 Administration |
| <u>\$6,951,169.00</u> | | |

The funds are required to cover the costs of the award for WC 1343, Appurtenances Installations and Small Main Repairs and Installations.

A PROTEST AND A SUPPLEMENTAL PROTEST HAVE BEEN RECEIVED FROM R.E. HARRINGTON PLUMBING & HEATING CO., INC.



Plumbing and Heating Co., Inc.
300 W 23rd Street, Baltimore, Maryland 21211
410-466-4800 · 24 Hour Service · Fax: 410-466-0700

June 6, 2016

VIA HAND DELIVERY

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

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

Director Rudolph S. Chow
City of Baltimore Department of Public Works
Abel Wolman Municipal Building, 6th Floor
200 N. Holliday Street
Baltimore, Maryland 21202

Minority & Women's Business Opportunity Office
Room 101, City Hall
Baltimore, Maryland 21202

Shari Montgomery, Contract Administrator
City of Baltimore Department of Public Works
Abel Wolman Municipal Building 6th Floor
200 N. Holliday Street
Baltimore, MD 21202

Solicitation No.: Water Contract No. WC1343
Project: Water Appurtenances Installation
and Small Main Repairs & Installation,
Re: BID PROTEST

To the Honorable Members:

We are in receipt of the Department of Public Work's May 23, 2016 letter (received June 3, 2016) indicating that the Minority and Women's Business Opportunity Office found RE Harrington's bid submission for this solicitation non-compliant. As you are aware, RE Harrington is the low bidder for this Project. RE Harrington's bid - \$4,294,875- is \$515,975 less than the next low bidder, at \$4,810,850. Pursuant to Article VI of the City Charter, the Board of Estimates is to "award the contract, as an entirety to the lowest responsive and responsible bidder..." Charter, Article VI, §11 (h)(1)(ii).

A typographical error was made within the Part C Statement of Intent to Self-Perform – R.E. Harrington will in fact be self-performing \$4,015,708.12 of the instant contract. In addition, \$2,007,854.06 of RE Harrington's self-performed work will count toward the MBE goal on this solicitation, for a total MBE participation of 51.25%. Enclosed is a corrected Part C: Statement of Intent to Self Perform and corrected Part D: MBE/WBE Participation Affidavit.

We ask that this matter be re-evaluated in light of the correctly filled out form. It is long-standing City procurement practice to allow for the correction of a bid when a mistake is evident on its face. The City Code expressly provides that the Board of Estimates may waive minor defects and errors in a bidder's MBE or WBE submission. Art. 5, § 28-16, Baltimore City Code. And indeed, just this past November, the City waived a near identical mistake in regard to the Part C Statement of Intent to Self Perform when it awarded B50004150, Baltimore City Building Demolition to K&K Adams, Inc., despite the notation that it "failed to properly fill out the Statement of Intent to Self Perform."¹

RE Harrington has performed City water contracts for the last 10 years. Indeed, the Part C: Statement of Intent to Self Perform states expressly that RE Harrington performs "underground utilities", which is the near entirety of this water main replacement Project. As such, the indication that RE Harrington can only self-perform 4% of the contract is a mistake which is self-evident directly on the face of Part C. Water main replacement is the bread and butter of RE Harrington's work, which is self-evident based upon its MBE certification to perform water and sewer line construction, specifically underground utility work, as set forth expressly on Part C, as well as RE Harrington's very name – RE Harrington Plumbing and Heating Co. Inc.

In addition, we note that the City has just recently added the "Part C" form in question: indeed, the City's prior form for self-performing MBE prime contractors was simply a modified Part B form, and did not require the total amount nor percentage of self-performed work. Attached please see RE Harrington's "Part B: MBE/WBE and Prime Contractor's Statement of Intent" form for WC 1330, which RE Harrington was awarded and is currently performing. We submit that the recent change to the form is not itself material, and moreover, potentially an *ultra vires* change to the procurement process. Regardless, RE Harrington is the only MBE prime contractor having submitted a bid on this solicitation, and should not be penalized on account of its MBE certification. Certainly, the City need not pay an additional \$515,975 because of a self-evident and immaterial mistake on the face of RE Harrington's bid.

Accordingly, we respectfully request that RE Harrington be awarded the contract in question, being the lowest responsive and responsible bidder. In doing so, the City would not only be faithfully conducting its duty under the Charter to "award the contract, as an entirety to the lowest responsive and responsible bidder..." but would also be realizing a savings to the City and taxpayers of Baltimore of \$515,975, the difference between RE Harrington's bid and the next low bid.

Respectfully submitted,



Robert E. Harrington, President

¹ This matter is part of the public record, and can be found within the meeting minutes of the November 4, 2015 Board of Estimates meeting.

PART C: STATEMENT OF INTENT TO SELF-PERFORM

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

Name of Prime Contractor: Retfordington Plumbing and Heating Co. Inc.

Self-Performance to be counted toward the MBE or WBE goal. (Check One)

Brief Narrative Description of the Work/Service to be Self-Performed by the Prime Contractor:

Underground Utilities

Materials/Supplies to be furnished by the Prime Contractor:

Total Dollar Amount of Work/Services to be Self-Performed by the Prime Contractor on this Contract: \$ 4,015,708.12

Total Dollar Amount of Self-Performed Work to be counted toward the MBE or WBE Goal: (May count up to 50% of the total dollar amount of self-performed work): \$ 2,007,854.06

If this is a Requirements Contract, you may omit the Dollar Amount; however, the Percentage must be included.

Total Percentage of Total Contract to be Self-Performed by Prime Contractor on this Contract: 93.5 %

Percentage of Self-Performed Work to be counted toward the MBE or WBE Goal: (May count up to 50% of the total percentage of self-performed work): 50 %

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/or Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Robert Kent
Signature of Prime Contractor (REQUIRED)

6/3/2016
Date

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 9% and the WBE goal of 2% for this contract. Contractor has achieved the following participation:

MBE-\$ 2,201,123.44 or 51.25% and WBE-\$ 85,897.50 or 2%
of the total contract amount which is \$ 4,294,875.00

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO verifying payments to the MBE and WBE firms utilized on the contract.

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

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

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

Robert E. Harrington Plumbing & Heating Robert E. Harrington
Contractor Company Name Signature

300 W. 23rd Street Baltimore MD 21211 Robert E. Harrington
Address Print Name and Title President

Sworn and subscribed before me this 10 day of June in the year 2016

[Signature]
Notary Public



Plumbing and Heating Co., Inc.
300 W 23rd Street, Baltimore, Maryland 21211
410-466-4800 · 24 Hour Service · Fax: 410-466-0700

June 17, 2016

VIA HAND DELIVERY

The Honorable Stephanie Rawlings-Blake
Mayor, City of Baltimore
City Hall, 100 N. Holliday Street
Suite 250
Baltimore, MD 21202

Shari Montgomery, Contract Administrator
City of Baltimore Department of Public Works
Abel Wolman Municipal Building 6th Floor
200 N. Holliday Street
Baltimore, MD 21202

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

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

Director Rudolph S. Chow
City of Baltimore Department of Public Works
Abel Wolman Municipal Building, 6th Floor
200 N. Holliday Street
Baltimore, Maryland 21202

Minority & Women's Business Opportunity Office
Room 101, City Hall
Baltimore, Maryland 21202

Solicitation Nos.: Water Contract No. WC1278
Water Contract No. WC1343
Water Contract No. WC1345

Re: SUPPLEMENTAL BID PROTEST

To the Honorable Members:

This letter is intended as a supplement to my earlier letter dated May 20, 2016 in regard to WC 1278 and my letters of June 6, 2016 in regard to WC 1343 and 1345. As indicated in those letters, a typographical error was made within "Part C Statement of Intent to Self-Perform" – R.E. Harrington will in fact be self-performing over 90% of each contract, for a total MBE participation of over 50% for each project. If ever there was a model example of when Art. 5, § 28-16 of the Baltimore City Code should be utilized (providing for the waiver of minor defects and errors in a bidder's MBE submission), this would be it. Award of these contracts to R.E. Harrington will both save the City nearly \$1,000,000, as well as realize near-100% MBE participation, over 50% of which will accrue to the State MBE goal requirements. No other bidder can match either R.E. Harrington's price, nor its MBE participation percentage.

JUN 17 '16 PM 4:2

Moreover, that fact that RE Harrington can self-perform the vast majority of the contracts in question is self-evident. R.E. Harrington is certified by the MDOT MBE program to perform water and sewer line construction, specifically underground utility work. See, attached MBE Directory print-out. Here, the minimum R.E. Harrington would need to self-perform to be able to *itself* meet the 9% and 13% MBE goals on the WC1278 and WC1343 and 1345 contracts, respectively, would be 18% (WC 1278) and 26% (WC1343 and 1345). That R.E. Harrington, a certified MBE in the area of water and sewer line construction, specifically underground utility work, can perform 18% and 26% of a water main replacement project with its own forces, is self-evident.

However, there is even more reason to deem this error self-evident on the face of the bid. For each solicitation, R.E. Harrington included a range of other MBE subcontractors within its bid, thereby minimizing even further the percentage it would need to self-perform to be deemed compliant with the MBE goals. For WC1278, R.E. Harrington listed 7% MBE participation by others, meaning it would need to self-perform just 8% of the contract with its own forces to complete the final 4% MBE participation requirement. For WC1343 and WC1345, R.E. Harrington listed 8% MBE participation by others, meaning it would need to self-perform just 10% of the contract with its own forces to complete the final 5% MBE participation requirement. That R.E. Harrington, a certified MBE in the area of water and sewer line construction, specifically underground utility work, can perform 8% and 10% of a water main replacement project with its own forces, is most certainly self-evident. Accordingly, the error found within R.E. Harrington’s Part C forms constitute clear errors on the face of the bid and are appropriately waived, in the best interests of the City and its taxpayers both on account of the nearly \$1,000,000 in savings which will be realized if R.E. Harrington was permitted to perform this work, as well as the high, 50% MBE goal participation R.E. Harrington has promised on these contracts.

Furthermore, award of these contracts to R.E. Harrington under condition that R.E. Harrington bring its MBE participation schedules into compliance within 10 days is supported by nearly 20 other decisions of the Board of Estimates in the last 24 months alone. A selection of such precedent is listed as follows:

| <u>Contract No.</u> | <u>Department</u> | <u>Awardee</u> | <u>Date</u> | <u>BOE notes</u> |
|---------------------|-------------------------|---------------------------------|-------------|--|
| B50003985 | Bureau of Purchasing | Arrow Systems Integration, Inc. | 3/30/16 | Bidder did not commit to any MBE goal - BOE granted 10 days to come into compliance; there were other bidder’s but only awardee’s price was deemed “fair and reasonable” |
| B50004346 | Bureau of Purchasing | National Fire Protection, LLC | 12/23/15 | MWBOO found vendor in non-compliance - BOE granted vendor 10 days to come into Compliance |
| B50004150 | Bureau of Purchasing | K&K Adams, Inc. | 11/4/15 | MWBOO found vendor in non-compliance for failure to properly fill out the statement of intent to self-perform; BOE awarded to vendor with 10 days to come into compliance |
| B50004207 | Bureau of Purchasing | Aspen Building Products, Inc. | 9/23/15 | MWBOO found vendor in non-compliance - BOE granted 10 days to “engage MWBO to come into compliance” |
| TR15013 | Dept. of Transportation | P. Flanigan & Sons, Inc. | 6/10/15 | MWBOO found vendor in non-compliance – City Council President Young motioned to award the contract to P. Flanigan “simply because this seems like an honest mistake to me...” and the motion was seconded by the mayor, which carried. |

As can be seen from the above sampling, the Board has routinely exercised its inherent discretion to waive minor defects and errors in a bidder's MBE or WBE submission. Art. 5, § 28-16, Baltimore City Code. Moreover, the Board has correctly considered the best interests of the City, as it is duty-bound to do, in "award[ing] the contract, as an entirety to the lowest responsive and responsible bidder..." Charter, Article VI, §11 (h)(1)(ii).

We ask that this Board again act in the best interests of the City of Baltimore, whose citizens and taxpayers will realize a nearly \$1,000,000 savings by this Board simply exercising the authority granted to it by the City Code to waive the minor errors in R.E. Harrington's bid submission, subject to coming into full compliance within 10 days. Moreover, the nearly \$15,000,000 work of these contracts will be performed by a local firm, who pays Baltimore City property taxes, employs exclusively Baltimore City residents, and takes a leadership role in the economic revitalization of this great City.

I implore this Board to do the right thing – for the City, for the taxpayers, for R.E. Harrington, and for my employees, all of whom are your constituents.

Respectfully submitted,

A handwritten signature in black ink that reads "Robert E. Harrington". The signature is written in a cursive, flowing style with a large initial "R".

Robert E. Harrington, President



Office of Minority Business Enterprise

Maryland Department of Transportation → Maryland's Official Certification Agency

The MDOT Directory of Certified MBE, DBE, SBE and ACDBE Firms

[Complete Firm Profile](#)

[Frequently Asked Questions](#)

Firm Detail

NAICS - Product and Service Description

Firm Name:

R.E. HARRINGTON PLUMBING AND HEATING COMPANY

237110 - MBE/DBE/SBE - WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION
(SPECIFICALLY: UNDERGROUND UTILITIES-REPAIR AND SERVICE IN COMMERCIAL SECTOR ONLY)

Minority Status - Cert # - Date:

AFRICAN AMERICAN
08-414
8/18/2008

237990 - MBE/DBE/SBE - OTHER HEAVY AND CIVIL ENGINEERING CONSTRUCTION
(SPECIFICALLY: HORIZONTAL DRILLING, E.G. UNDERGROUND PIPELINE, SEWER INSTALLATION)

Address:

300 WEST 23RD STREET
BALTIMORE, MD 21211
BALTIMORE CITY COUNTY

Contact:

ROBERT E. HARRINGTON

Phone - Fax - Email - Website:

(P) 410-466-4800
(F) 410-466-0700
REHARRINGTONPHU@COMCAST.NET
WWW.REHARRINGTON.COM

References:

PHIPPS CONSTRUCTION
4300 SHANNON DRIVE
BALTIMORE, MD 21213
MR. PHIPPS
410-483-6441

P & J CONTRACTING COMPANY, INC.
3010 RIDGEWOOD AVENUE
BALTIMORE, MD 21215

410-367-2475

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MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDPW - cont'd

3. WC 1345, Repaving Monumental Paving \$3,622,516.22
Utility Cuts and & Excavating, Inc.
Sidewalk Restoration
at Various Locations

MBE: T.E. Jeff, Inc. \$470,975.00 13%

WBE: S&L Trucking, LLC \$108,700.00 3%

MWBOO FOUND VENDOR IN COMPLIANCE

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

CORRESPONDENCE WAS RECEIVED FROM MONUMENTAL PAVING & EXCAVATING, INC.

President: "The first item on the non-routine agenda can be found on page 108 to 109 items 1 and 2 and page 113 item 9. We are going to hear both of them together. Will the parties please come forward. Are they here? I'll entertain a Motion."

City Solicitor: "In absence of the protestant R.E. Harrington, I move approval of the recommendations of the Department of Public Works on these two contracts."

Comptroller: "Second."

President: "All those in favor say AYE. All opposed NAY. The Motion carries."

* * * * *



Plumbing and Heating Co., Inc.
300 W 23rd Street, Baltimore, Maryland 21211
410-466-4800 · 24 Hour Service · Fax: 410-466-0700

June 6, 2016

VIA HAND DELIVERY

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

Clerk to the Board of Estimates
Board of Estimates Room 204, City Hall
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Director Rudolph S. Chow
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Minority & Women's Business Opportunity Office
Room 101, City Hall
Baltimore, Maryland 21202

Shari Montgomery, Contract Administrator
City of Baltimore Department of Public Works
Abel Wolman Municipal Building 6th Floor
200 N. Holliday Street
Baltimore, MD 21202

Solicitation No.: Water Contract No. WC1345
Project: Water Appurtenances Installation
and Small Main Repairs & Installation,
Re: BID PROTEST

To the Honorable Members:

We are in receipt of the Department of Public Work's May 23, 2016 letter (received June 3, 2016) indicating that the Minority and Women's Business Opportunity Office found RE Harrington's bid submission for this solicitation non-compliant. As you are aware, RE Harrington is the low bidder for this Project. RE Harrington's bid - \$3,599,532.40- is \$22,979.82 less than the next low bidder, at \$3,622,512.22. Pursuant to Article VI of the City Charter, the Board of Estimates is to "award the contract, as an entirety to the lowest responsive and responsible bidder..." Charter, Article VI, §11 (h)(1)(ii).

A typographical error was made within the Part C Statement of Intent to Self-Perform – R.E. Harrington will in fact be self-performing \$3,203,583.84 of the instant contract. In addition, \$1,601,791.92 of RE Harrington's self-performed work will count toward the MBE goal on this solicitation, for a total MBE participation of 55.5%. Enclosed is a corrected Part C: Statement of Intent to Self Perform and corrected Part D: MBE/WBE Participation Affidavit.

We ask that this matter be re-evaluated in light of the correctly filled out form. It is long-standing City procurement practice to allow for the correction of a bid when a mistake is evident on its face. The City Code expressly provides that the Board of Estimates may waive minor defects and errors in a bidder's MBE or WBE submission. Art. 5, § 28-16, Baltimore City Code. And indeed, just this past November, the City waived a near identical mistake in regard to the Part C Statement of Intent to Self Perform when it awarded B50004150, Baltimore City Building Demolition to K&K Adams, Inc., despite the notation that it "failed to properly fill out the Statement of Intent to Self Perform."¹

RE Harrington has performed City water contracts for the last 10 years. Indeed, the Part C: Statement of Intent to Self Perform states expressly that RE Harrington performs "underground utilities", which is the near entirety of this water main replacement Project. As such, the indication that RE Harrington can only self-perform 4% of the contract is a mistake which is self-evident directly on the face of Part C. Water main replacement is the bread and butter of RE Harrington's work, which is self-evident based upon its MBE certification to perform water and sewer line construction, specifically underground utility work, as set forth expressly on Part C, as well as RE Harrington's very name – RE Harrington Plumbing and Heating Co. Inc.

In addition, we note that the City has just recently added the "Part C" form in question: indeed, the City's prior form for self-performing MBE prime contractors was simply a modified Part B form, and did not require the total amount nor percentage of self-performed work. Attached please see RE Harrington's "Part B: MBE/WBE and Prime Contractor's Statement of Intent" form for WC 1330, which RE Harrington was awarded and is currently performing. We submit that the recent change to the form is not itself material, and moreover, potentially an *ultra vires* change to the procurement process.

RE Harrington is the only MBE prime contractor having submitted a bid on this solicitation, and should not be penalized on account of its very same MBE certification. Moreover, this solicitation had a pre-printed entry of 13% MBE participation and 3% WBE participation within the Part D Participation Waiver, giving the erroneous impression that MBE/WBE participation could not exceed the printed percentages. While the other offerors would have no problem confining MBE and WBE participation within the pre-printed percentages, RE Harrington, who will be self-performing 89% of this contract if awarded, could not possibly limit its MBE participation to 13%, and again, should not be penalized for initially so limited its MBE participation. Certainly, the City need not pay an additional \$22,979.82 because of a self-evident and immaterial mistake on the face of RE Harrington's bid.

Accordingly, we respectfully request that RE Harrington be awarded the contract in question, being the lowest responsive and responsible bidder. In doing so, the City would not only be faithfully conducting its duty under the Charter to "award the contract, as an entirety to the lowest responsive and responsible bidder..." but would also be realizing a savings to the City and taxpayers of Baltimore of \$22,979.82, the difference between RE Harrington's bid and the next low bid.

Respectfully submitted,



Robert E. Harrington, President

¹ This matter is part of the public record, and can be found within the meeting minutes of the November 4, 2015 Board of Estimates meeting.

PART C: STATEMENT OF INTENT TO SELF-PERFORM

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

Name of Prime Contractor: BE Harrington Plumbing & Heating Co, Inc

Self-Performance to be counted toward the MBE or WBE goal. (Check One)

Brief Narrative Description of the Work/Service to be Self-Performed by the Prime Contractor:

Concrete Construction Curbs, Gutters and Sidewalks

Materials/Supplies to be furnished by the Prime Contractor:

Total Dollar Amount of Work/Services to be Self-Performed by the Prime Contractor on this Contract: \$ 3,203,583.84

Total Dollar Amount of Self-Performed Work to be counted toward the MBE or WBE Goal: (May count up to 50% of the total dollar amount of self-performed work): \$ 1,601,79.92

If this is a Requirements Contract, you may omit the Dollar Amount; however, the Percentage must be included.

Total Percentage of Total Contract to be Self-Performed by Prime Contractor on this Contract: 89 %

Percentage of Self-Performed Work to be counted toward the MBE or WBE Goal: (May count up to 50% of the total percentage of self-performed work): 50 %

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American: _____ % Asian American: _____ %
Hispanic American: _____ % Native American: _____ %

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/or Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

[Signature]
Signature of Prime Contractor (REQUIRED)

4-13-16
Date

PART D: ME/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the ME goal of 13% and the WEB goal of 3% for the contract shown at the top of this page. Contractor has achieved the following participation:

MBE-\$ 1997740.48 or 55.5 % and WBE-\$ 107985.96 or 3 % of the total contract amount which is \$ 3,599,532.40.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO on a quarterly basis, verifying payments to the MBE and WBE firms utilized on the contract.

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

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

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

RE Harrington Plumbing, LLC Robert E. Harrington
Contractor Company Name Signature
300. W. 23rd Street Baltimore MD 21211 Robert E. Harrington
Address Print Name and Title President

Sworn and subscribed before me this 10 day of June in the year 2016.

[Signature]
Notary Public

MONUMENTAL
PAVING & EXCAVATING INC.

1807 EDISON HIGHWAY • BALTIMORE, MARYLAND 21213 • PHONE 410-675-0555 • FAX 410-327-6754

April 14, 2016

City of Baltimore
Department of Public Works
Abel Wolman Municipal Building
200 Holliday Street, Room 1105
Baltimore, Maryland 21202
Attn: Ms. Tonorah Houston-Burgee

Re: Water Contract No 1345
Repaving Utility Cuts and Sidewalk Restoration at Various Locations

Dear Ms. Houston-Burgee:

I am writing to you regarding the above referenced contract wherein R.E. Harrington Plumbing & Heating Company, Inc. was the apparent low bidder and Monumental Paving and Excavating, Inc was second low bidder. The bid opening was April 13, 2016.

Please consider this a request for an administrative review of the apparent low bid based on the information provided herein.

1. During our routine review of the duplicate bids, we noted R.E. Harrington listed Priceless Industries, Inc. as a WBE to provide subcontract work totaling \$35,995.32, or 1% of the total contract amount.
2. The description of work entered on R.E. Harrington's Statement of Intent for Priceless Industries said "Pavement Markings, see proposal 4/12/16".
3. Review of our own bid documents found we had also received a proposal from Priceless Industries dated 4/12/16, and that proposal had listed incorrect pavement marking quantities.
4. The corrected quantities and extension of cost on the Priceless 4/12/16 proposal shows the total amount available for them to provide Pavement Markings is \$23,095.06.

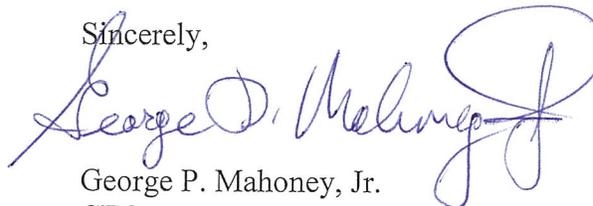
WC-1345 Bid Review
April 14, 2016
Page 2

5. The total amount available to Priceless Industries is \$12,900.26 less than the amount on R.E. Harrington's Statement of Intent and results in a failure to achieve the participation goals of the contract.

Based on the information provided above, we request that the 1st apparent low bid by R. E. Harrington Plumbing & Heating Company, Inc. be found non-responsive.

Accordingly, we respectfully request that this contract be awarded to Monumental Paving & Excavating, Inc. as lowest responsible bidder.

Sincerely,

A handwritten signature in blue ink that reads "George P. Mahoney, Jr." with a large, stylized flourish at the end.

George P. Mahoney, Jr.
CEO

Attachments

Cc: Ms. Bernice H. Taylor
Mr. William M. Mullen
Mr. Courtney M. Billups
Ms. Pamela E. Schevitz

PART B: MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID.

(Make additional copies of this form as needed)

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

Name of Prime Contractor: RE Harrington Plumbing & Heating Co., Inc.

Name of MBE or WBE (circle one): Pricelless Industries Inc

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:
Per PIT Proposal dated 4-12-16 + pavement markings

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ 35,995.32 (If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 1 % (This is not considered material information for lump sum contracts.)

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American: _____ % Asian American: _____ %
Hispanic American: _____ % Native American: _____ %

The undersigned Prime Contractor and Subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

[Signature]
Signature of Prime Contractor (REQUIRED)

4-13-16
Date

[Signature]
Signature of MBE or WBE (REQUIRED)

4-12-16
Date

CHANGES TO INFORMATION ON THIS FORM THAT ARE MATERIAL TO THE AGREEMENT BETWEEN THE PRIME CONTRACTOR AND MBE OR WBE MUST BE INITIALED BY BOTH PARTIES.

Pii PRICELESS INDUSTRIES, INC.

APRIL 12, 2016

8120 NORRIS LANE
BALTIMORE, MARYLAND 21222
410-285-1900
FAX 410-282-8347

TO: ESTIMATING DEPARTMENT
FROM: CASSI HAMILTON

PROJECT: CONTRACT # 1345
REPAVING UTILITY CUTS AND SIDEWALK RESTORATION AT VARIOUS LOCATIONS
BALTIMORE CITY, MARYLAND

BID DATE: APRIL 13, 2016
COMPLETION DATE: 730 CALENDAR DAYS

| ITEM | QUANTITY | DESCRIPTION | MATERIAL ONLY PLUS SALES TAX | RENTAL &/OR INSTALL JOBSITE |
|---|-----------|--|------------------------------|-----------------------------|
| MAINTENANCE OF TRAFFIC MATERIALS | | | | |
| | | Barricades - Type III, 6' Wide | 250.00 EA | |
| | | Cones - 28" Reflective | 14.25 EA | |
| | | Cones - 36" Reflective | 17.25 EA | |
| | | Drums - Diamond-Grade Sheeting Spec w/ Tire Ring | 66.80 EA | |
| | | Safety Vests - ANSI Class 3 - Lime w/ Reflective Stripes | 16.50 EA | |
| | | Signs - Temp High Performance, Aluminum, Std Legends, Or/Wh/Yl | 13.25 SF | |
| | | Solar Arrow Panel - Daily Rental | | 25.00 UD |
| | | Solar Message Center - Standard L.E.D. Unit - Daily Rental | | 90.00 UD |
| | | Drone Radar - Daily Rental | | 10.00 UD |
| | | Speed Display Trailer - Daily Rental | | 40.00 UD |
| | | THERMOPLASTIC - 5" White or Yellow | 5423 | 10,683.31 |
| | | THERMOPLASTIC - 12" White | 1937 | 9,200.75 |
| | | THERMOPLASTIC - 24" White Stop Bar | 388 | 3,211.00 |
| | | | 23,095.06 | |
| 517 | 20,846 LF | | | 1.97 LF |
| 518 | 3,874 LF | | | 4.75 LF |
| 519 | 775 LF | | | 9.50 LF |

* Thermoplastic - Up to \$1,500.00 daily charge added to unit prices if daily work is less than 800SF.

CLARIFICATIONS:

1. Equipment: Subject to availability and delivery & pick-up charges. Every calendar day in customer's possession to be paid as a rental day. Arrow Panel & SMC: Plus Maryland sales tax. Excluding maintenance and relocation.
2. Exclusions: Maintenance of Traffic, Engineering Layout, Pavement Preparation, Pavement Cleaning, Temporary Markings, Removal of Markings, Repair-Replacement-Restripe-Liability for Damage and/or Wear, Plans, Sampling Devices and Testing Equipment, Permits, Fees, Bond, Delay Charges, and Owner Notification of Schedule.
3. Materials: One application of each unit of pavement markings at the above unit prices. Additional material installed, refurbished or repaired to be paid additionally at the same above unit prices.
4. Conditions: This proposal is subject to a mutually agreed upon schedule and subcontract agreement, and the standard terms and conditions on the attached page. Pavement markings are installed per manufacture and / or SHA specifications, including weather, temperature and surface conditions. Pii will not warranty and Contractor agrees to payment at the contract unit price for materials that are directed to be installed outside of specification. Minimums and mobilization charges are exclusive to the specified item numbers and / or types of material that Pii is installing and are not to be combined unless stated otherwise in proposal.
5. Payment: Net 30, no retention.
6. Escalation: An escalation charge of 8% per year will apply after 12/31/16, if generated by material manufacturers.

CERTIFIED MARYLAND DBE # 79-033

Pavement Markings

Zicomat Qtrs

Correct Qtrs

Incorrect Qty Value

*\$ 41,066.62
\$ 18,401.50
\$ 7,362.50
\$ 66,830.62*

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW - cont'd

- 4. WC 1348, AMI/R Urgent Need Metering Infrastructure Repair & Replacement, Various Locations Metra Industries, Inc. \$2,433,770.00

5. TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|---|--|--|
| \$1,853,275.00 (Water Utility Funds) | 9960-909100-9558 (Constr. Res. Water Infrastructure Rehab) | |
| 1,853,275.00 (Baltimore County) | 9960-907713-9558 (Constr. Res. Towson Finished Water Reservoir) | |
| \$3,706,550.00 | | |
| \$ 243,377.00 | ----- | 9960-910602-9557-2 (Extra Work) |
| 243,377.00 | ----- | 9960-910602-9557-3 (Engineering) |
| 640,000.00 | ----- | 9960-910602-9557-5 (Inspection) |
| 2,433,770.00 | ----- | 9960-910602-9557-6 (Construction) |
| 146,026.00 | ----- | 9960-910602-9557-9 (Administration) |
| \$3,706,550.00 | | |

The funds are required to cover the cost of the award for WC 1348, AMI/R Urgent Need Metering Infrastructure Repair & Replacement at Various Locations.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW - cont'd

6. WC 1276, Water Spiniello Companies \$4,933,000.00
 Main Replacements
 Georgetown Road/
 Winans Way/Wells
 Street & Vicinity

7. TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|-----------------------|-----------------------|---------------------|
| \$6,588,580.00 | 9960-909100-9558 | |
| (Water Revenue | (Constr. Res. | |
| Bonds) | Water Infrastructure | |
| | Rehab | |
| 493,300.00 | ----- | 9960-905668-9557-2 |
| | | (Extra Work) |
| 493,300.00 | ----- | 9960-905668-9557-3 |
| | | (Engineering) |
| 373,000.00 | ----- | 9960-905668-9557-5 |
| | | (Inspection) |
| 4,933,000.00 | ----- | 9960-905668-9557-6 |
| | | (Construction) |
| 295,980.00 | ----- | 9960-905668-9557-9 |
| <u>\$6,588,580.00</u> | | (Administration) |

The funds are required to cover the cost of the award for WC 1276, Water Main Replacements Georgetown Road/Winans Way/Wells Street & Vicinity.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW - cont'd

8. SDC 7771, Drainage R.E. Harrington \$4,442,755.00
 Repairs and Plumbing & Heating
 Improvements at Co., Inc.
 Various Locations

A PROTEST AND A SUPPLEMENTAL WERE RECEIVED FROM METRA INDUSTRIES.

9. TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|--|---|--|
| \$1,711,872.00 (SW Utility) | 9958-936004-9526 (Constr. Res. Stormwater Management) | |
| 4,384,000.00 <u>(State Constr.)</u> | 9958-904099-9522 (Constr. Res. Small Storm Drain & Inlet Repair) | |
| \$6,095,872.00 | | |
| \$ 444,276.00 | ----- | 9958-907102-9520-2 (Extra Work) |
| 444,276.00 | ----- | 9958-907102-9520-3 (Engineering) |
| 498,000.00 | ----- | 9958-907102-9520-5 (Inspection) |
| 4,442,755.00 | ----- | 9958-907102-9520-6 (Construction) |
| <u>266,565.00</u> | ----- | 9958-907102-9520-9 (Administration) |
| \$6,095,872.00 | | |

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

March 24, 2016

Baltimore City
City Hall, Room 204
100 Holliday Street
Baltimore MD 21202

Re. Storm Drain Contract 7771 Drainage Repairs & Improvements Various Locations
Bid Date / Time: March 23, 2016, 11:00 AM

Attention: Honorable Joan M. Pratt, CPA, Comptroller

Dear Ms. Pratt,

We are writing to you as the lowest responsive and responsible bidder for the above referenced project. Bids for this job were received on March 23, 2016 at 11:00 AM and publicly read aloud at 12 Noon.

This is to advise you that the bid submission by R.E. Harrington (Harrington) is **fatally flawed** and as such, we are protesting their bid.

Harrington's bid submission contains alterations of form, character and quality. In accordance with the City of Baltimore standard specifications, Article 00-21-13.11, Irregular Bids are defined as those which "*show any omissions; **alterations of form, character, quality** (emphasis added) and/or quality not called for... or **irregularities of any kind**" (emphasis added).*

Harrington's bid is riddled with a plethora of un-authorized, unacknowledged, unsigned and un-initialed alterations in the form of whiteouts and/or erasures, changes, revisions etc. Some of the more prominent alterations are attached hereto as examples and for reference purposes. Please note that these are intended to be illustrative and not exhaustive – many, many more of the same can be found throughout the Harrington bid submission package. It is noteworthy that these alterations are in *the* most prominent and critical locations of the bid submission package itself:

- a) **On the proposal pages:** By virtue of these un-initialed and unacknowledged alterations, Harrington has veritable open entrée to whatever it would like to claim – be it “We didn’t make those changes” or “Those weren’t our bid units” or “Someone else must have written those things – not us” etc. This certainly does beg the question – WHO DID IT? And as such, it creates an unfair advantage for Harrington giving them “two bites at the apple”. If Harrington is unhappy with the bid results after bids are publicly opened, they can cry foul saying that those were not their changes and that they want something else instead (be it in unit pricing or otherwise). Contrariwise, if Harrington is pleased with the bidding results, they can just take the job – as is.

- b) **On the MBE / WBE pages:** These pages are particularly sensitive; and rightfully so because MWBE usage is so important for proper community opportunities and general community development in a broad-based sense. It also has a direct impact and affect on job pricing and thus the total bid itself because the bid requires a certain significant percentage to be performed by MWBE's. These mandatorily required forms contained in BID are signed by both the bidder and the sub **going in to the bid** and function as a true upfront AGREEMENT by and between the GC and the MWBE Subcontractor and between the GC and Baltimore City (going in to the bid) committing to pricing and MWBE Subcontractor usage. Alterations to this AGREEMENT cannot be allowed or in this instance, unilaterally changed (as done in the Harrington bid). In order to consummate this AGREEMENT (or any agreement for that matter) both the GC and the Sub would have to consent to any such changes (for obvious reasons). It is unconscionable to change a "pact" or an AGREEMENT as official as this, the way that it was done in Harrington's bid submission package – by someone.

This brings us back to the question: Who did it? Who made the alterations? Was it done by someone between the hours of 11 AM and Noon – the window of time between receipt of bids and the public bid opening itself, when the bids are supposed to be securely kept by the Owner? Or, was it done sometime before that? The Harrington bid submission package introduces all sorts of questions of improprieties and is suspect at best. This is certainly and undisputedly considered an alteration of form and character and thus an irregularity as defined by the City of Baltimore Specifications requiring the rejection of Harrington's bid.

In addition to the unidentified / unacknowledged alterations to Harrington's proposal, on page BP-7 and page BP-15, their bid unit **written words fail to match their bid unit numerals**. In the event of a discrepancy between words and figures, the bid must be recalculated in favor of the written words. As such, arithmetically, Harrington's total bid amount is wrong and Harrington's extensions are wrong for Item #312, Item #355 and Item #357. This again goes to "two bites at the apple" and an open entrée to whatever Harrington wishes for his bid to be. "Do I like what the written words result in? Or, do I like what the extensions result in? Do I like my bid total as it currently appears? Or do I like it as recalculated?" This all leads back to questions of improprieties and an unfair advantage and a bidding field that would not be fair and even for all bidders.

For the foregoing reasons, we respectfully suggest that this job must be awarded to Metra Industries as we are the lowest responsive and responsible bidder for the project.

Kindly confirm at your earliest convenience that this job will be awarded to Metra Industries Inc as the lowest responsive and responsible bidder for the project.

Very truly yours

Stephan P. Dioslaki

Encl.

C Art Shapiro, PE, PMP, Chief

/spd.

Joan Pratt 1 Bid Protest Storm Drain Contract 7771

3/23/16

NOTE: NO INFORMATION OTHER THAN THAT INCLUDED IN OR ATTACHED TO THIS ORIGINAL BID INVITATION (WHICH SUCH ATTACHMENT IS PERMITTED) WILL BE CONSIDERED IN THE AWARD.

2 DUPLICATE

CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
SEWER/WATER AND WASTE WATER
STORM DRAIN CONTRACT NO. 7771
III. BID OR PROPOSAL

THE COMPLETE ORIGINAL CONTRACT BOOK AND PROPOSAL NO. 54111 IS INCLUDED IN THE BID ENVELOPE

For the March 5, 2016

Cashier's Check or Bank Order or Bank Treasurer's Check or Bid Bond Equal to Total Amount of the Total Bid Submitted

Plan or Specimen 20 Consistent with the Plans

Estimated Amount 20 per Calendar Year

Valid until 9th day of March 2016

R.E. Harrington Pumping and Heating Co., Inc.

500 W. 23rd Street, Baltimore, Md 21211

The Bidder shall sign below to certify the following:

The Bidder's Corrected Address is:
for this Contract

#1 - 3/4/16; #2 - 3/8/2016

Robert Kaul

Signature and Title President

In the Board of Estimates of Baltimore City:

I/We the undersigned Contractor, have familiarized myself/ourselves with the Requirements and Specifications of the Contract Documents, and the site of the proposed work, and fully understand and appreciate the extent and character of the work to be done under the Contract.

UNSIGNED UNACKNOWLEDGED
WHITE OUT

SCHEDULE OF PRICES

THIS SCHEDULE SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS. CALCULATIONS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS SEE STANDARD SPECIAL PROVISIONS AND CONTRACT FORM.

| ITEM NO. | APPROXIMATE QUANTITIES | DESCRIPTION OF ITEMS AND PRICES WED (IN WRITTEN WORDS) | UNIT PRICE | |
|----------|------------------------|---|------------|-------|
| | | | DOLLARS | CENTS |
| 307 | 70 | LINEAR FEET OF 18 IN. R.C. PIPE CLASS 3, 6-10 FT. COVER AT <u>Four Hundred and 00/100</u> | 400 | 00 |
| 308 | 50 | LINEAR FEET OF 21 IN. R.C. PIPE CLASS 3, 6 FT. OR LESS COVER AT <u>Three Hundred Fifty and 00/100</u> | 350 | 00 |
| 309 | 50 | LINEAR FEET OF 21 IN. R.C. PIPE CLASS 3, 6-10 FT. COVER AT <u>Five Hundred and 00/100</u> | 500 | 00 |
| 310 | 70 | LINEAR FEET OF 24 IN. R.C. PIPE CLASS 3, 6 FT. OR LESS COVER AT <u>Three Hundred Fifty and 00/100</u> | 350 | 00 |
| 311 | 65 | LINEAR FEET OF 24 IN. R.C. PIPE CLASS 3, 6-10 FT. COVER AT <u>Five Hundred and 00/100</u> | 500 | 00 |
| 312 | 65 | LINEAR FEET OF 30 IN. R.C. PIPE CLASS 3, 6 FT. OR LESS COVER AT <u>Four Hundred and 00/100</u> | 450 | 00 |

OFFICE OF ENGINEERING & CONSTRUCTION STORM DRAIN (CENTRAL TT7)

WRITTEN WORDS DON'T MATCH TO NUMERALS
ARITHMETICALLY INCORRECT!! MUST BE RECALCULATED
IN FAVOR OF WRITTEN WORDS

ARITHMETICALLY INCORRECT
MUST BE RECALCULATED
IN FAVOR OF
HARBOR TONS
WRITTEN WORDS

SCHEDULE OF PRICES

THE CONTRACTOR SHALL BE BOUND BY THE UNITED NATIONS IN WORDS AND NUMBERS
AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF THE INFORMATION CONTAINED HEREIN. ITEMS NOT
SPECIFICALLY MENTIONED ARE TO BE PRICED AS PER ITEM.

| ITEM NOS. | APPROXIMATE QUANTITIES | DESCRIPTION OF ITEMS AND PRICES TO BE WRITTEN WORDS | UNIT | UNIT PRICE | TOTAL PRICE |
|-----------|------------------------|---|--------|------------|-------------|
| 355 | 25 | REMOVE AND REPLACE TYPE 'E' INLET FRAME GRATE AT <u>Twenty Seven Hundred and 60/100</u> | PER EA | 2,600 00 | 65,000 00 |
| 356 | 20 | REMOVE AND REPLACE TYPE 'E' COMBINATION INLET HEAD AT <u>Fifteen Hundred and 60/100</u> | PER EA | 1,500 00 | 30,000 00 |
| 357 | 25 | REMOVE AND REPLACE TYPE 'S' INLET FRAME SINGLE GRATE AT <u>Twenty Eight Hundred and 60/100</u> | PER EA | 2,700 00 | 67,500 00 |
| 358 | 15 | REMOVE AND REPLACE TYPE 'S' COMBINATION INLET HEAD AT <u>Twenty Five Hundred and 60/100</u> | PER EA | 2,500 00 | 37,500 00 |
| 359 | 20 | REMOVE AND REPLACE TYPE 'S' DOUBLE GRATE TANDEM INLET FRAME AND GRATES AT <u>Thirty Five Hundred and 60/100</u> | PER EA | 3,500 00 | 70,000 00 |
| 360 | 20 | REMOVE AND REPLACE TYPE '9' DOUBLE GRATE TANDEM COMBINATION INLET HEAD AT <u>Thirty Five Hundred and 60/100</u> | PER EA | 3,500 00 | 70,000 00 |

OFFICE OF ENGINEERING & CONSTRUCTION STORM DRAIN CONTRACT 7771
HP-15

WORDS DON'T MATCH FIGURES +
WHITE OUT IS ON THE
FIGURES

SCHEDULE OF PRICES

THIS SCHEDULE SHALL BE FILLED IN BY THE BIDDERS WITH THE PRICES KNOWN TO THEM AND USUALLY IN ACCORDANCE WITH THE SPECIFICATIONS AND CONTRACT DOCUMENTS. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS SEE THE GENERAL SPECIAL PROVISIONS AND CONTRACT FORMS.

| ITEM NOS. | APPROXIMATE QUANTITIES | DESCRIPTION OF ITEMS AND PRICES BID (IN WRITTEN WORDS) | UNIT PRICE | |
|-----------|------------------------|---|------------|-----------|
| | | | DOLLARS | CENTS |
| 361 | 25 | EACH OF REMOVE AND REPLACE TYPE 'H' COMBINATION FRAME AND GRATE AT <u>Three Thousand and 00/100</u> PER EA | 3,000 00 | 15,000 00 |
| 362 | 25 | EACH OF REMOVE AND REPLACE TYPE 'H' INLET HEAD AT <u>Two Thousand and 00/100</u> PER EA | 2,000 00 | 50,000 00 |
| 363 | 25 | EACH OF REMOVE AND REPLACE STANDARD 30" MANHOLE FRAME AND COVER AT <u>Two Thousand and 00/100</u> PER EA | 2,000 00 | 50,000 00 |
| 364 | 400 | CUBIC FEET OF REMOVE AND RECONSTRUCT EXISTING BRICK MASONRY STRUCTURES AT <u>One Hundred and 00/100</u> PER CU FT | 100 00 | 40,000 00 |
| 365 | 900 | SQUARE FEET OF STORM DRAIN TRENCH SUPPORT >10 FT COVER FOR PIPES LESS THAN 30" AT <u>Twenty and 00/100</u> PER SQ FT | 20 00 | 16,000 00 |
| 366 | 800 | SQUARE FEET OF STORM DRAIN TRENCH SUPPORT >10 FT COVER FOR PIPES 30" AND GREATER AT <u>Fifty and 00/100</u> PER SQ FT | 50 00 | 40,000 00 |

OFFICE OF ENGINEERING & CONSTRUCTION STORM DRAIN CONTRACT 771

HP-16

WHATE - OUT UNACKNOWLEDGED + UNSIGNED

SCHEDULE OF PRICES

THE CONTRACTOR SHALL BE BOUND BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS
 ANY CHANGES SHALL BE MADE BY R.I.N. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS SEE
 DRAWINGS SPECIAL PROVISIONS AND CONTRACT FORM.

| ITEM NOS. | APPROXIMATE QUANTITIES | DESCRIPTION OF ITEMS AND PRICES BID (SEE SPECIAL PROVISIONS) | UNIT PRICE | |
|-----------|------------------------|---|------------|-------|
| | | | DOLLARS | CENTS |
| 367 | 900 | LINEAR FEET OF CURED IN PLACE LINING FOR 12" PIPE AT <u>One Hundred</u> ⁰⁰ / ₁₀₀ PER LIN. FT. | 100 | 00 |
| 368 | 720 | LINEAR FEET OF CURED IN PLACE LINING FOR 18" PIPE AT <u>One Hundred Twenty</u> ⁰⁰ / ₁₀₀ PER LIN. FT. | 120 | 00 |
| 369 | 730 | LINEAR FEET OF CURED IN PLACE LINING OF 21" PIPE AT <u>One Hundred Twenty</u> ⁰⁰ / ₁₀₀ PER LIN. FT. | 120 | 00 |
| 370 | 825 | LINEAR FEET OF CURED IN PLACE LINING OF 24" PIPE AT <u>One Hundred Forty</u> ⁰⁰ / ₁₀₀ PER LIN. FT. | 140 | 00 |
| 371 | 525 | LINEAR FEET OF CURED IN PLACE LINING OF 30" PIPE AT <u>Three Hundred</u> ⁰⁰ / ₁₀₀ PER LIN. FT. | 300 | 00 |
| 372 | 525 | LINEAR FEET OF CURED IN PLACE LINING OF 36" PIPE AT <u>Three Hundred</u> ⁰⁰ / ₁₀₀ PER LIN. FT. | 300 | 00 |

OFFICE OF ENGINEERING & CONSTRUCTION STORM DRAIN CONTRACT 7771
 BI-17

UNDESIGNED, UNACKNOWLEDGED
 WHITEOUT

SCHEDULE OF PRICES

ALL SHALL BE FILLED IN BY THE BIDDER AND THE PRICES WRITTEN IN WORDS AND NUMBERS SHALL BE MADE BY HIM. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS SEE SPECIFICATIONS, SPECIAL PROVISIONS AND CONTRACT FORM.

| TOTAL BID | TOTAL FOR BID (IN WRITTEN WORDS) | DOLLARS | CENTS |
|--|--|-----------|-------|
| Using the following items: 101-115, 201-203, 301-303, 501-503, 601-605, 701-703 | Four Million, Three Hundred Ninety Eight Thousand, Six Hundred Thirty and no/100 | 4,398,630 | 00 |

UNDESIGNED, UNACKNOWLEDGED
WHITEOUT

The receiving prices are to include and cover the furnishing of all materials and labor, expense and profit, and the providing of all necessary machinery, tools, apparatus and means for performing the work and the doing of all the above mentioned work or any work and described in the Contract Documents.

Note: Each and every person Bidding and Named above must sign here

In case of Firms, give the first and last name of each member, in full, with title.

In case a Bid shall be submitted by or in behalf of any Corporation, it must be signed in the name of such Corporation by some authorized Officer or Agent, thereon, who shall also subscribe his Name and Title. If practically, the Seal of the Corporation shall be affixed.

In case a Bid shall be submitted by a joint venture ("JV"), the document that established the JV must be submitted with the bid for verification purposes, and Officers or Agents of all of the firms that are part of the Joint Venture must sign below as acknowledgement of their participation in this bid.

WITNESS S. Monique Smith

(SIGNED) Robert Harington
(TITLE) President

WITNESS _____

(SIGNED) _____

(TITLE) _____

WITNESS _____

(SIGNED) _____

(TITLE) _____

SAME

MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following statement. Contractor has read the Bidder Information and Instructions regarding the MBE/WBE participation. Contractor acknowledges the MBE goal of 12% and the WBE goal of 2% for the contract amount at the top of this page. Contractor has achieved the following participation:

MBE-\$ 527,835.60 or 12 % and WBE-\$ 87,973.60 or 2 % of the total contract amount which is \$ 4,399,630.00

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO on a quarterly basis, verifying payments to the MBE and WBE firms utilized on the contract.

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

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

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

R.E. Harrington Plumbing and Heating Co. Inc.
Contractor Company Name

Robertz Hart
Signature

Baltimore
300 W. 28th Street MD 91211
Address

Robert Harrington, President
Print Name and Title

*W
S
S*

Sworn and subscribed before me this 20th day of March, in the year 2016

[Signature]
Notary Public

II. AFFIDAVIT

I, Robert Harrington, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder

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 returned 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 required in Part I & III of this document.

R.E. Harrington Plumbing and Heating Co. Inc.
Name of Bidder

Storm Drain Contract (SDC) 17771
Drainage Repairs and Improvements
at Various Locations
Name of Project Contract

By Robert Harrington

Title President

Date 3/3/2016

**SAME
UNSIGNED + UNACKNOWLEDGED -
GED WHITEOUT.**

O B E R K A L E R
Attorneys at Law

Ober, Kaler, Grimes & Shriver
A Professional Corporation

100 Light Street
Baltimore, MD 21202
410.685.1120 Main
410.547.0699 Fax
www.ober.com

DELIVERY BY HAND

July 12, 2016

Joseph C. Kovars
jckovars@ober.com
410.347.7343 / Fax: 443.263.7543

The Honorable Joan M. Pratt, Comptroller
Office of the Comptroller
100 Holliday Street
Room 204
Baltimore, Maryland 21202

Offices In
Maryland
Washington, D.C.
Virginia

Re: Storm Drain Contract 7771 Drainage & Improvements Various Locations
Bid Date / Time: March 23, 2016, 11:00 AM

Dear Ms. Pratt,

Please be advised that we represent Metra Industries, Inc. in this matter.

This letter is a supplement to the bid protest letter submitted by Metra Industries, Inc. ("Metra") on March 24, 2016. This protest arises out the recommended award of Storm Drain Contract 7771 to R. E. Harrington Plumbing & Heating Co., Inc. ("Harrington"). As Metra noted in its protest letter, Harrington's bid contained numerous inconsistencies and unsigned alterations that rendered Harrington's bid nonresponsive. Metra's protest was rejected by the City for the reasons stated in a legal opinion written by Chief Solicitor W. Michael Mullen, dated April 19, 2016.

As explained below, at best, the discrepancies require an upward correction of Harrington's bid. As corrected, the bid must be rejected as being nonresponsive for failure to meet the MBE/WBE goals and for failing to request a waiver.

Despite rejecting Metra's protest, Mr. Mullen identified several errors contained in Harrington's original bid. Specifically, those errors related to unit item bids in which Harrington's written unit price figures did not match the numerical figures. Correctly noting that "[i]n case of discrepancy between the written figures and the numerals, the written figures shall govern," Mr. Mullen deferred to the written unit prices in Harrington's bid to correct the total line item prices where necessary. City of Baltimore Department of Public Works, Specifications: Materials, Highways, Bridges, Utilities, and Incidental Structures 2006 (the "Green Book") at § 00 21 13.08.A.

Harrington's submitted a total bid price of \$4,398,630.00. According to Mr. Mullen's memo, Harrington's total bid price is \$4,447,755.00 when the errors contained in the bid are properly corrected. This is an upward adjustment of approximately \$49,000.

There is some difference regarding the exact total price of Harrington's bid once the corrections noted in Mr. Mullen's opinion are incorporated. Mr. Mullen's opinion states that the correct total price is \$4,447,755.00. The Board of Estimates agenda for July 13, 2016 lists the recommended award price as \$4,442,755.00. Metra calculated Harrington's total price as \$4,447,255.00 when Mr. Mullen's corrections are incorporated. Regardless of which of these figures is used, it results in Harrington's MBE/WBE commitment falling below the participation percentage required under the bid documents.

The MBE and WBE goals for the contract are 12% and 2%, respectively. Harrington's MBE/WBE Participation Affidavit stated that it would contract with MBE's for work totaling \$527,835.60, which is exactly 12% of Harrington's original, miscalculated bid price. Harrington also affirmed it would contract with WBE's for work totaling \$87,855.10, which is exactly 2% of Harrington's original, miscalculated bid price. Because the total bid submitted by Harrington is less than the actual sum of its unit price bids, Harrington's MBE/WBE commitment falls short of the requirements for this contract for both MBE and WBE participation. Green Book at § 00 21 13.08.A ("When there is an error in mathematics where unit prices do not equal the total price, in all cases, the unit prices shall prevail.").

Harrington affirmed in its MBE/WBE Participation Affidavit that its bid complied with the MBE/WBE participation requirements for this contract. Harrington did not seek a waiver of the MBE/WBE requirements. Therefore, despite its affirmation to the contrary, Harrington failed to comply with the MBE/WBE requirements at the time it submitted its bid by committing to MBE/WBE usage and pricing that is less than the required 12% and 2% participation.

Harrington's failure to comply with the MBE/WBE requirements without seeking a waiver mandates that its bid be rejected as nonresponsive, and that the contract be awarded to the next lowest responsive and responsible bidder. That company is Metra Industries.

Additionally, although Mr. Mullen's legal opinion to reject Metra's protest was dated April 19, 2016, Metra was not notified that its protest was rejected until Monday, July 11, 2016 at 1:00 PM. The award of this contract and Metra's protest are listed on the Board of Estimates agenda for Wednesday, July 13, 2016. Given that Metra received notice of the City's rejection of its protest less than 48 hours prior to the Board of Estimates awarding the contract, and given the new facts and reasons set forth above, Metra respectfully requests that the hearing of the protest and award of the contract be postponed for at least one session of the Board of Estimates.

Thank you for your consideration.

Very truly yours,


Joseph C. Kovars

The Honorable Joan M. Pratt, Comptroller
July 12, 2016
Page 3

O B E R K A L E R

cc: Michael Mullen, Esq., by e-mail
Mr. Steven Dioslaki, by e-mail

MINUTES

DPW - cont'd

The transfer will provide funding for the award of SDC 7771, Drainage Repairs, and Improvements at Various Locations.

President: "The second item on the non-routine agenda can be found on page 112 items 7 through 8, Department of Public Works/Office of Engineering and Construction Recommendation for Contract Award Rejections SDC 7771."

Mr. Art Shapiro: "Good morning Council President, Art Shapiro representing the Department of Public Works, Office of Engineering and Construction. We're presenting contract SDC 7771, Drainage Repairs at Various Locations. Bids were received and the recommendation from the Office of Engineering Construction, Department of Public Works is to award to the apparent responsive low bidder R.E. Harrington, \$4,442,755.00."

Mr. Joe Kovars: "Good morning President Young, my name is Joe Kovars and I am with the law firm Ober, Kaler and I represent Metra Industries, and with me today is Mr. Robert Deponte whose the Vice President and resident in the Baltimore City office of the company. If I may proceed to explain the protest?"

President: "You can."

MINUTES

Mr. Kovars: "Thank you. Um -- Metra is a long time contractor with the City. They have performed many contracts successfully. They have offices in the City. They believe that their bid is the bid that complies with all the requirements of this invitation for bid and the apparent low bidder, the bid of R.E. Harrington does not, and there's two reasons why it does not. The first is that the bid is essentially a jumble; a mess of erasers, white outs, corrections and none of these corrections are initialed, which are required by the bid instructions. So, there are at least - they have been identified at least ten situations where there are problems with the bid. There are also places where the bid does not match the words and the numbers, and there are several places where that happens. And, then the third problem is that the duplicate of the bid which you would think would be an exact copy of the bid is different than the original of the bid. Now, we know that the duplicate is not the official bid. However, when you take this whole range of problems, the fact that there were so many erasers, there were so many discrepancies um -- Mr. Mullen, counsel for the Solicitor's Office did a memo which we got a copy of a late

MINUTES

in the day on Monday, um -- which identifies ten situations where there are these discrepancies, ten. So, you know in baseball three strikes and you're out. How many mistakes does a bidder get before they are beyond the level of just minor irregularities. This one is so messed up that I think there is a major question of what is the intended bid, and what is the intended bid amount, and it puts a cloud over the process. It brings the procurement integ -- of the process into question. There is a one-hour window of time after the bids are turned in, between that and when they are opened and who knows what happened here. But why would a copy be different you know a photocopy machine doesn't change what the original says. You know photocopy machines don't do that. So, why would a photocopy be different than the original. Something is off color, off smell. I don't know what adjective you would use for it, but there is there is cloud here there's a problem."

City Solicitor: "Do you have any basis for your suggestion that there was some alteration occurred between the time the bids were turned in and in the possession of the City until they were opened an hour later?"

MINUTES

Mr. Kovars: "There's no good explanation as to what happened. There is no way."

City Solicitor: "You don't have anything to indicate that any alterations occurred during that one hour period when they were in the hands of the City do you?"

Mr. Kovars: "No. no, no. But, the problem is -- is that we don't know. There is a question over the process and so yes, the Board has the power to exercise its discretion to waive minor irregularities and we understand that. We get that. But, there are so many here that we think that this is not the kind of case that should be waived. These are not minor irregularities. Um -- the second point is that if the City follows the rules, which are pointed out in Mr. Mullen's memorandum, where you have these discrepancies where the words are different than the numbers, then you have to follow the words. You have to use whatever that figure is, that dollar figure is and the words and take that through the bid and then do a new total, and Mr. Mullen did his analysis and he determined that is was about \$49,000.00 and change more and

MINUTES

others have done an analysis and we have done it we're off by a few hundred, someone else is off by another few hundred. But, we're talking about \$49,000.00 difference. The bid of R.E. Harrington like all bids has MBE/WBE information in it and what they did here was, they committed to do the absolute bare minimum to the penny. They calculated based on what they thought was their bid amount to the penny what they were going to commit to do in the MBE/WBE situation. And, because of these discrepancies, the rules say that you must adjust the bid. You must increase it by \$49,000.00. If you increase the bid by \$49,000.00, the end result is that the bid no longer complies with the MBE/WBE rules. It is under the goals. Because they are now below the threshold in both minority business and women's business."

City Solicitor: "How far under?"

Mr. Kovars: "Ah a percentage. But they are still under. They are under -- I mean it's like being slightly pregnant either you are or you aren't. You ask for a waiver if you are. If you can't meet the goal, you ask for a waiver at the time of the bidding."

MINUTES

You know the State and City implemented a new process several years ago where you couldn't fix any problems with the papers after the bid opening. Everything has to be right at the time of bid opening. You either comply with the MBE/WBE goals or you ask for a waiver at the bid opening. We don't look at it again several months later and say, well they almost made it but they didn't. So, if they didn't make it, this Board has consistently said, that that kind of a bid should be rejected and we shouldn't make exceptions here because we start back down a slippery slope of the old days when contractors would decide if they were low and then go out and shop around with the minorities and get prices that were different than what they had at bid time. We have decided as a policy that's not a good thing to do and so we look at it only when the bids are opened. If you do that here, if you follow your rules, which are very important to the process, particularly in the area of MBE/WBE participation. If you follow the rules, you have to conclude that they failed to meet the goals. It doesn't matter if its \$1.00 or \$100,000.00, they don't meet the goals. Its' just that simple, and so we would ask that that bid be rejected. Thank you."

MINUTES

President: "Any questions? Ah MWBOO Office want to say anything --."

Mr. Mullen: "Mr. Council President, if it please you I will discuss the white out first and then Mr. Billups can talk about the MWBOO issue if that --."

President: "That's good."

Mr. Mullen: "In terms of the white out that was used here, the white out is on the scheduled prices only. That's a document that is signed only by the bidder. There is no subcontractor that signs off on that document. The alterations made by the white out are clear. We can make out the numbers, we can do the math, we can figure out exactly what the correct bid amount is. We have done so. We have accepted these types of bids in the past. There is case law under the Federal Acquisition Rules that allow the use of white out un-initialed on a bid when it's clear what was intended by the bidder in the use of the white out. So, that's why we are urging and recommending that the bid

MINUTES

be accepted. In terms of the duplicate bid, that is something that that Green Book provides that we are not to consider at all in determining whether we're going to award a contract. We look at the original bid. The duplicate bid is not to be considered so any mistakes in the duplicate bid I can't explain them. But I don't see them, DPW doesn't see them. It's not something that we present to the Board for a resolution. So, that's something I think you should ignore in terms of the protest. Again, in terms of the protest, the allegation essentially is that the bid was altered, but there's been no factual presentation to say that these numbers were not put there by R.E. Harrington and in fact, R.E. Harrington's numbers were read out at the public opening of the bid. Harrington has said nothing. R.E. Harrington has still to the day not said anything about their bid being altered. So, therefore; their bid is irrevocable. If this Board awards the contract to R.E. Harrington, R.E. Harrington is bound to comply with it or we will go after their security. That's the --- if you have no questions, that's my presentation."

MINUTES

Mr. Courtney Billups: "Courtney Billups, Chief of the Minority and Women's Business Opportunity Office. With respect to the issue of the adjusted bid amount, as stated earlier, the bid was increased by \$49,000.00, due to the re-calculation. That in fact I don't want to use the word diluted but it reduced the MBE percentage because the contract dollar amount increased to the MBE goal, which originally is 12% it reduced their MBE percentage to 11.89%. So, there was eleven hundredth of a percent difference, with the respect to the WBE goal, which was 2% it reduces it to 1.98%, two hundreds of percent difference. My office made the determination that they did meet, they were in fact compliant and that hundredth difference didn't warrant a finding of non-compliance."

President: "Okay. Anything else?"

Mr. Kovars: "I would just point out that the points that were made about whether or not the bidder has stated whether he still intending to be bound by the bid. The bid that is in the bid amount that he has, his total bid is different than the bid that is before you today to be recommended. That amount is different, \$49,000.00 different."

MINUTES

The fact that he hasn't commented on that I don't think you can draw any conclusions whether he intends to be committed. We're basically giving him a chance to take a second bite of the apple and to get \$49,000.00 more and on top of that not comply with the MBE/WBE rules. These are all bad things I think. This Board should not participate in that kind of process."

President: "Anybody else want to --"

Mr. Robert Dashiell: "Mr. President, members of the Board, my name is Robert Dashiell. I represent R.E. Harrington. I agree with the analysis and presentation made by the City representatives. Thank you."

President: "If no further arguments. I would ask for a Motion."

City Solicitor: "I move to deny the bid protest and the supplemental bid protest of Metra and approve the recommended award by DPW to R.E. Harrington."

Comptroller: "Second."

President: "All those in favor say AYE. All opposed. NAY.
The motion carries."

* * * * *

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Bureau of Purchases

| | | |
|--|--|----------------------------------|
| 10. B50004550, Dress & Work Uniforms for the Fire Department | Groups 1-4 & Items 40, 42-50 F&F and A. Jacobs & Sons, Inc. | \$1,500,000.00 \$1,300,000.00 |
| | Item 41 Howard Uniform Company | \$ 200,000.00 |

(Fire Department)

MWBOO GRANTED A WAIVER

| | | |
|--|---|---------------|
| 11. B50004591, Furnish and Install a Vehicle Wheel Wash System | Stearns, Conrad and Schmidt, Consulting Engineers, Inc. | \$ 398,481.00 |
|--|---|---------------|

(Department of Public Works)

| | | |
|---|--|---------------|
| 12. B50004593, Sodium Hydroxide (Caustic Soda) Solution | Item 1: 50% Sodium Hydroxide (Diaphragm Grade Caustic Soda) Solutions Univar USA, Inc. Item 2: 25% Sodium Hydroxide (Caustic Soda) Solutions Brenntag Northeast, Inc. | \$ 700,000.00 |
|---|--|---------------|

(Department of Public Works,
Bureau of Water & Wastewater)**MWBOO GRANTED A WAIVER**

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases - cont'd

| | | |
|---|---------------------------------|---------------|
| 13. B50004552, After-market Body and Fender Parts | Cummings Cooling Products, Inc. | \$ 100,000.00 |
|---|---------------------------------|---------------|

(Dept. of General Services)

MWBOO GRANTED A WAIVER.

| | | |
|---|---------------------------|----------------|
| 14. B50004532, Uni-directional Flushing and Leak Detection Services | Dhillon Engineering, Inc. | \$1,132,000.00 |
|---|---------------------------|----------------|

(Dept. of Public Works)

MBE: Min Engineering, Inc. \$22,640.00 2%

WBE: N/A

MWBOO GRANTED A WAIVER.

| | | |
|----------------------------------|----------------------------|---------------|
| 15. B50004588, Tandem Dump Truck | Beltway International, LLC | \$ 190,223.00 |
|----------------------------------|----------------------------|---------------|

(Dept. of General Services)

MWBOO GRANTED A WAIVER.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

16. TR 16018, Conduit Highlander Contracting \$3,945,300.00
 System Reconstr. Company, LLC
 at Various
 Locations

MBE: Machado Construction, \$1,087,900.00 27.57%
 Co., Inc.

WBE: Cuddy & Associates, \$ 118,359.00 3.00%
 LLC

MWBOO FOUND VENDOR IN COMPLIANCE.

17. TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|-----------------------|-----------------------|---------------------|
| \$4,537,095.00 | 9962-941002-9563 | |
| Other | Constr. Res. Conduit | |
| | Replacement Program | |
| 3,945,300.00 | ----- | 9962-908070-9562-6 |
| | | Structure & |
| | | Improvements |
| 394,530.00 | ----- | 9962-908070-9562-5 |
| | | Inspection |
| 197,265.00 | ----- | 9962-908070-9562-2 |
| <u>\$4,537,095.00</u> | | Contingencies |
| | | Conduit System |
| | | Reconstr. |

This transfer will fund the costs associated with the award of project TR 16018 "Conduit System Reconstruction" with Highland Contracting Company, LLC.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

18. TR 16019, Conduit Highlander Contracting \$4,766,400.00
 System Reconstr. Company, LLC
 at Various
 Locations

MBE: Machado Construction, \$1,286,928.00 27%
 Co., Inc.

WBE: Cuddy & Associates, \$ 142,992.00 3%
 LLC

MWBOO FOUND VENDOR IN COMPLIANCE.

19. TRANSFER OF FUNDS

| <u>AMOUNT</u> | <u>FROM ACCOUNT/S</u> | <u>TO ACCOUNT/S</u> |
|-----------------------|-----------------------|--------------------------|
| \$5,481,360.00 | ----- | 9962-941002-9563 |
| Other | | Constr. Res. |
| | | Conduit Replacement |
| | | Program |
| \$4,766,400.00 | ----- | 9962-915071-9562-6 |
| | | Structure & Improvements |
| 476,640.00 | ----- | 9962-915071-9562-5 |
| | | Inspection |
| 238,320.00 | ----- | 9962-915071-9562-2 |
| <u>\$5,481,360.00</u> | | Contingencies |
| | | Conduit System |
| | | Reconstruction |

This transfer will fund the cost associated with award of project TR 16019 "Conduit System Reconstruction" Highlander Contracting Company, LLC.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Department of General Services

| | | | | |
|-----|--|----------------------------------|----|-----------|
| 20. | GS 16809, Penn and Melvin Playground Improvements | Hunt Valley Contractors, Inc. | \$ | 35,568.07 |
|-----|--|----------------------------------|----|-----------|

MINUTES

Bureau of the Budget and - Federal Appropriation Transfer
Management Research

ACTION REQUESTED OF B/E:

The Board is requested to approve the transfer of a Federal Grant Fund Operating Appropriation from the Department of Housing and Community Development (Service 593 - Community Support Projects to Mayoralty-Related Educational Grants (Service 446 - Educational Grants)).

AMOUNT OF MONEY AND SOURCE:

\$500,000.00 - Community Development Block Grant

BACKGROUND/EXPLANATION:

As part of the Fiscal 2017 budget process, the Mayor and City Council worked together to find additional funding for after-school programs and other shared priorities. This action will initiate a transfer of appropriation to fund grants for out-of-school time programming.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the transfer of the Federal Grant Fund Operating Appropriation from the Department of Housing and Community Development (Service 593 - Community Support Projects to Mayoralty-Related Educational Grants (Service 446 - Educational Grants)).

MINUTES

Bureau of the Budget and - General Fund Appropriation Transfer
Management Research

ACTION REQUESTED OF B/E:

The Board is requested to approve the transfer of General Fund Operating Appropriation as indicated below:

| From: | Agency | Service # | Service Name | Description of Impact |
|-----------------|----------------------------|------------------|-----------------------------|--|
| -\$ 100,000.00 | Liquor License Board | 851 | Liquor License Compliance | Eliminate one vacant position |
| -\$ 500,000.00 | Human Resources | 772 | Civil Service Management | Eliminate five vacant positions |
| -\$ 100,000.00 | Public Works | 661 | Public ROW Cleaning | Eliminate enhancement for anti-litter campaign |
| -\$ 100,000.00 | Public Works | 661 | Public ROW Cleaning | Reduce funding for street and alley cleaning, slowing response to SRs |
| -\$ 200,000.00 | Finance | 704 | Accounting | Eliminate two new grants management positions |
| -\$ 100,000.00 | Enoch Pratt Free Library | 788 | Information Services | Reduce funding for materials and supplies |
| -\$ 170,000.00 | Transportation | 692 | Bridge and Culvert Mgmt. | Reduce funding for small bridge repairs and preventative maintenance |
| -\$ 30,000.00 | Transportation | 681 | Administration - DOT | Reduce funding for personnel training |
| -\$ 100,000.00 | Public Works | 663 | Waste Removal and Recycling | Reduce funding for trash collection, slowing response to trash pickups |
| -\$ 160,000.00 | Housing and Comm. Dev. | 745 | Housing Code Enforcement | Eliminate three vacant positions |
| -\$1,250,000.00 | M-R: Miscellaneous General | 122 | Miscellaneous General | Reduce special studies; Eliminate MAPS pay-for-performance program |
| -\$ 570,000.00 | Law | 861 | Controversies | Eliminate enhancement for Law Department technology upgrades |
| -\$ 320,000.00 | M-R: Innovation Fund | 833 | Innovation Fund | Reduce funding available for Innovation Fund loans to agencies |
| -\$3,700,000.00 | | | | |

MINUTES

Bureau of the Budget and - cont'd
Management Research

| To: | Agency | Service # | Service Name | Description of Impact |
|---------------------|----------------------------|-----------|-----------------------|--|
| 173,078.00 | Housing and Comm. Dev. | 604 | Before and After Care | Restore funding for Northwood and Waverly child care centers |
| 346,000.00 | M-R: Educational Grants | 446 | Educational Grants | Restore grants to Maryland Extension Program and Experience Corps. |
| <u>3,180,922.00</u> | M-R: Educational Grants | 446 | Educational Grants | Increase funding for out of school time programming |
| \$3,700,000.00 | | | | |

AMOUNT OF MONEY AND SOURCE:

\$3,700,000.00 - FY 2017

BACKGROUND/EXPLANATION:

As Part of the Fiscal 2017 budget process, the Mayor and City Council worked together to find additional funding for after-school programs and other shared priorities. This Board action will initiate a transfer of appropriation to fund the following items: grants for out-of-school time programming (\$3.2 million), grants to the Maryland Extension Program and Experience Corps (\$346,000.00), and the Northwood and Waverly Child Care Centers (\$173,078.00).

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the transfer of General Fund Operating Appropriation as indicated.

MINUTESMayor's Office on Criminal Justice - Extension to the Intergovernmental Agreement

The Board is requested to approve an extension to an Intergovernmental Agreement with the Housing Authority of Baltimore City (HABC). The extension extends the period of the Intergovernmental Agreement through June 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$0.00 - 1001-000000-2251-247700-603026

BACKGROUND/EXPLANATION:

On May 27, 2015, the Board approved an Intergovernmental Agreement with the HABC. The purpose of the agreement was for the maintenance and upgrading to the HABC security cameras and associated equipment.

On August 22, 2015, the Board approved an extension to the agreement extending the ending of the term to June 30, 2016. On February 10, 2016, the Board approved an amendment to the agreement addressing the addition of 12 new cameras at Poe Homes and the elimination of 21 cameras at Pleasant View Gardens.

This extension will allow for the maintenance of the HABC security cameras.

APPROVED FOR FUNDS BY FINANCE**AUDITS NOTED THE TIME EXTENSION AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved the extension to the Intergovernmental Agreement with the Housing Authority of Baltimore City.

MINUTES

Baltimore Development Corporation - Harbor Point Development Agreement and the Second Supplement to the Development Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of 1) the Series 2016A Development Agreement by and among the Mayor and City Council of Baltimore (City), Harbor Point Open Space Corp., Harbor Point Development Holdings, LLC, and Beatty Development Group, LLC, and 2) the Second Supplement to the Development Agreement by and among the Mayor and City Council of Baltimore, Harbor Point Open Space Corp., Harbor Point Development Holdings, LLC, and Beatty Development Group, LLC.

The Board is further requested to authorize and direct the Mayor, or the Mayor's designee, to execute any and all other documents, amendments, supplements, modifications, or changes necessary to effectuate this transaction including, without limitation, deeds and estoppel or other similar certificates, provided such documents do not materially alter the relationship of the parties or the principal elements of the project.

AMOUNT OF MONEY AND SOURCE:

Pursuant to the terms of the Series 2016A Development Agreement, the City will issue Tax Increment Finance Bonds in an amount not to exceed \$39,000,000.00, on terms established by the Board of Finance, to finance the construction of public infrastructure and open space related to Phase 2 of the Harbor Point Project.

BACKGROUND/EXPLANATION:

Pursuant to City Council Ordinance Nos. 13-0232, 13-0233, and 13-0234 approved by the City Council on September 9, 2013 and signed by the City on September 13, 2013, and on the approval of

MINUTES

Baltimore Development Corporation - cont'd

and upon the terms established by the Board of Finance, the City will issue Tax Increment Finance Bonds in an amount not to exceed \$125,000,000.00 and an interest rate not to exceed seven percent (7%), in order to finance public infrastructure and open space associated with the Harbor Point Project.

The Second Supplement to the Development Agreement (regarding Series 2014 Tax Increment Financing bonds that were issued in April 2014) amends the existing Development Agreement for Phase 1 of the Harbor Point Project and the Series 2016A Development Agreement is necessary for the City to issue the bonds and otherwise fulfill its intent to finance the public infrastructure and open space associated with Phase 2 of the Harbor Point Project.

MBE/WBE PARTICIPATION:

The Developer has signed the Commitment to Comply with the Minority and Women's Business Enterprise Program of Baltimore City.

President: "The final item on the non-routine agenda can be found on Page 122 to 123, Baltimore Development Corporation Harbor Point Development Agreement Second Supplement to the Development Agreement. Will the parties please come forward?"

Comptroller: "Do you want me to start?"

President: "Yes go ahead."

Comptroller: "Okay."

President: "Madam Comptroller."

MINUTES

Comptroller: "Okay. I um -- had some concerns and I had some discussions with the Department of Finance and with BDC, and my concerns, as originally with this TIF is the 20% return on investment for profit sharing for the City. I think that it is highly unlikely and that it should have been re-negotiated. Also, I have a concern about the CAP rate that um -- is being used. I think that the current CAP rate should be used as opposed to the old CAP rate and while I am encouraged by the reports that I received from you regarding the employment and the number of jobs that have generated, and especially for City residents, and I am also I'm glad that the MBE and the WBE participation has been favorable and that the cost has been reduced because of better engineering calculations. But, again, I am especially concerned about the favorable um -- developer's return on investment. The -- in my opinion the hurdle rate is high 20% before the City will start sharing in any profit sharing and also given that Municap estimated that the market rate for the return on investment for the first building was 11%, I just feel that 20% is too high. Furthermore, my staff

MINUTES

reviewed the 'But For' analysis by comparing the recent Price Waterhouse Coopers quarterly report to determine that the current cap rates for Phase II were properly applied. But, we discovered that the rates utilized were higher than the average of Price Waterhouse Coopers and we questioned the differences with Municap, and Municap advised us that the cap rates used for the "But For" analysis were for 2014 and not 2016, and that City staff and the developer um -- decided that this rate would be used until the parcel is sold. But, as an elected official and voting member of the uh -- Board of Finance, I was not made aware of the fact that the old CAP rates would be used as opposed to the current Cap rates. So, critical information, which affects the financial outcome of any City related contract in my opinion, should be communicated to voting members. Therefore, I am making a recommendation that all future issuance of TIF tranches uh -- that we establish a policy and procedures that will require that the current cap rate will be used in the "But For" analysis instead of the old cap rate. Because we're issuing bonds under current conditions and I believe that the current cap rate should be used for any additional issuance of bonds. Those are my comments."

MINUTES

Mr. Henry Raymond, Director of Finance: "Madam Comptroller, I'll address your last comment. The Finance Department will review that matter and uh -- prepare written policies based on the original cap rate versus current cap rate going forward --

Comptroller: "Okay."

Mr. Raymond: "and we will provide that to the Board of Finance."

Comptroller: "Okay."

Mr. Dan Taylor: "Madam Comptroller, Mr. Council President, Dan Taylor, Assistant Managing Director of Baltimore Development Corporation. As it relates to the Profit Sharing Agreement. The Profit Sharing Agreement was approved by this Board in 2014, and as you mentioned included a 20% IRR or return on the project that applied to all components of the project. That was consistent and remains consistent with the Municap analysis, that was presented for market rate returns on the project and that's why that hurdle rate was used."

MINUTES

President: "Thank you. Mr. Raymond make sure that that information is also shared with the BOE. Thank you. I'll entertain a Motion."

City Solicitor: "I would move approval of the matters as submitted to the Board by the Baltimore Development Corporation on Pages 122 and 123."

Director of Public Works: "Second."

President: "All those in favor say AYE. All opposed NAY. The Motion carries."

Comptroller: "I vote **NO** for the reasons stated."

President: "Please note that the Comptroller votes **NO**."

* * * * *

MINUTES**TRAVEL REQUESTS**

| <u>Name</u> | <u>To Attend</u> | <u>Fund Source</u> | <u>Amount</u> |
|--|---|-----------------------------|---------------|
| <u>Police Department</u> | | | |
| 1. Jeremy Silbert | 2016 National Information Officers Association Conference Nashville, TN Aug. 27 - 31, 2016 (Reg. Fee \$515.00) | Asset Forfeiture Fund | \$1,985.10 |
| <p>The subsistence rate for this location is \$204.00 per night. The hotel cost for August 27, 2016 is \$379.00, plus taxes of \$60.30. The hotel cost for August 28 - 30, 2016 is \$145.00 per night plus taxes of \$24.61 per night. The Department is requesting additional subsistence of \$158.00 to cover hotel costs.</p> | | | |
| 2. Caroline Sturgis Elaine Harder | 27 th Annual Major Cities Chief's Financial Managers Conference Atlanta, GA July 31 - Aug. 4, 2016 (Reg. Fee \$595.00 Ea.) | Asset Forfeiture Fund | \$3,463.92 |

MINUTES**TRAVEL REQUESTS**

| <u>Name</u> | <u>To Attend</u> | <u>Fund Source</u> | <u>Amount</u> |
|---------------------|--|--------------------------|---------------|
| <u>City Council</u> | | | |
| 3. Helen Holton | 2016 National Association of Counties Annual Conference and Exposition Long Beach, CA July 21, - 26, 2016 (Reg. Fee \$505.00) | Elected Official Expense | \$2,488.46 |

The subsistence rate for this location is \$214.00 per night, plus hotel taxes of \$34.35 per night and hotel resort fee of \$1.95 per night. The Department is requesting additional subsistence of \$75.00 to cover hotel costs and taxes and \$40.00 per for meals and incidentals.

Department of Public Works

| | | | |
|--------------------|---|---------------|---------|
| 4. Maria DeChellis | CIS Conference Philadelphia, PA Aug. 8 - 9, 2016 (Reg. Fee \$0.00) | Non-City Fund | \$ 0.00 |
|--------------------|---|---------------|---------|

Ms. DeChellis will be the speaker at the CIS Conference therefore the Electric Utility Consultants, Inc. will pay the cost of the travel. City funds will not be expended.

| | | | |
|--------------------|--|---------------|---------|
| 5. Maria DeChellis | Smart Metering Conference July 25 - 26, 2016 (Reg. Fee \$0.00) | Non-City Fund | \$ 0.00 |
|--------------------|--|---------------|---------|

MINUTES**TRAVEL REQUEST**

| <u>Name</u> | <u>To Attend</u> | <u>Fund Source</u> | <u>Amount</u> |
|--|------------------|--------------------|---------------|
| <u>Department of Public Works - cont'd</u> | | | |

Ms. DeChellis will be the speaker at the Smart Metering Conference therefore the Electric Utility Consultants, Inc. will pay the cost of the travel. City funds will not be expended.

Health Department - Division of Aging/CARE Services

| | | | |
|---|--|--------------------|------------|
| 6. Anita Clay Stark Teresa Jeter- Cutting | National Association of Area Agencies on Aging Annual Conf. & Tradeshow San Diego, CA July 25 - 28, 2016 (Reg. Fee \$525.00 ea.) | Medicaid Waiver | \$3,324.48 |
|---|--|--------------------|------------|

The subsistence rate for this location is \$217.00 per night. The cost of the hotel is \$229.00 per night plus taxes of \$28.85 and a resort fee of \$19.00 per night. The airfare in the amount of \$541.96 and the registration fee in the amount of \$525.00 for each attendee were pre-paid on a City-issued credit card assigned to Mr. Ryan Hemminger.

The Department is requesting additional subsistence for Ms. Jeter-Cutting in the amount of \$12.00 per day to cover the cost of the hotel and \$40.00 per day for meals and incidentals. Ms. Stark is requesting subsistence in the amount of \$40.00 per day for meals and incidentals and \$60.00 for parking only, as the attendees will share one hotel room. Therefore, Ms. Stark will be disbursed \$180.000. Ms. Jeter-Cutting will be disbursed \$1,011.56.

The Board, UPON MOTION duly made and seconded, approved the foregoing travel requests. The President **ABSTAINED** on item no.

3.

MINUTES

PROPOSALS AND SPECIFICATIONS

1. Department of Public Works/ -
Office of Engineering and
Construction ER 4097, Watershed 263-
Phase 3 & 4/Slope Repair at
Biddison Run and Western Run
(WS 263 Portion)
BIDS TO BE RECV'D: 08/31/2016
BIDS TO BE OPENED: 08/31/2016

2. Department of Public Works/ -
Office of Engineering and
Construction ER 4019RR, East Stony Run
Stream Restoration
BIDS TO BE RECV'D: 08/31/2016
BIDS TO BE OPENED: 08/31/2016

3. Department of Transportation - TR 16022, Urgent Need Contract
Citywide
BIDS TO BE RECV'D: 08/17/2016
BIDS TO BE OPENED: 08/17/2016

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

July 12, 2016

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 - 127, City Council President and members of the Board of Estimates, BOE Agenda dated July 13, 2016, 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 July 13, 2016.

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

Sincerely,
Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

President: "There being no more business before the Board, the meeting will recess until bid opening at 12 noon. Thank you."

* * * * *

MINUTES

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

BIDS, PROPOSALS, AND CONTRACT AWARDS

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

Bureau of Water and Wastewater - WC 1294, Druid Lake
Lake Finished Water Tanks
BIDS TO BE RECV'D: 07/20/2016
BIDS TO BE OPENED: 07/20/2016

Bureau of Purchases - B50004557, Provide a Mass
Notification System
BIDS TO BE RECV'D: 07/20/2016
BIDS TO BE OPENED: 07/20/2016

MINUTES

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

Bureau of Purchases B50004621, Tractors: Various Types

Finch Services, Inc.

Bureau of Purchases B50004643, Carpet Floor, Drapery and Upholstered Furniture Cleaning Services

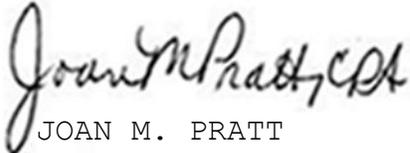
ACB Cleaning Service
Adonai 7 Services, LLC
Statewide Services, Inc.
A.S.B. Cleaning Services
Boonerang Consulting, LLC

Bureau of Purchases B50004645, Masonry and Concrete Repair Services

HEH, Inc.
Tito Contractors, Inc.
Colossal Contractors, Inc.

* * * * *

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, July 20, 2016.


JOAN M. PRATT
Secretary