

**MINUTES****REGULAR MEETING**

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

Mr. Glen Armstrong: Good morning, because City offices were closed yesterday, the Board of Estimates will be accepting protests until 8:45 a.m. If anyone would like to submit a protest will you please step forward at this time. Are there any protests to be received? (No response), Thank you.

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.

## MINUTES

President: "Good morning, the November 9, 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 these hearings will be asked to leave the hearing room immediately. Meetings of the Board of Estimates are open to the public for the duration of the meeting. The hearing room must be vacated at the conclusion of the meeting. Failure to comply may result in a charge of trespassing. I will direct the Board members attention to the memorandum from my office dated November 7, 2016, identifying matters -- 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 on the routine agenda."

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

Comptroller: "Second."

MINUTES

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

\* \* \* \* \*

**MINUTES**Department of Transportation**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:

A & A Construction and Utilities, Inc.	\$	1,500,000.00
Aaron Enterprises, Inc.	\$	8,000,000.00
American Siteworks, LLC	\$	7,209,000.00
Concrete Services, Inc.	\$	8,000,000.00
DeAngelo Brothers, LLC	\$	153,945,000.00
Durex Coverings, Inc.	\$	8,000,000.00
Glenelg Construction, Inc.	\$	1,500,000.00
Harthy Company, LLC	\$	3,609,000.00
Hayward Baker, Inc.	\$	1,346,553,000.00
Reglas Painting Company, Inc.	\$	8,000,000.00
Retro Environmental, Inc.	\$	8,000,000.00
Shade Construction Co., Inc.	\$	1,500,000.00
Towson Mechanical, Inc.	\$	30,024,000.00
Window Consultants, Inc.	\$	837,000.00
Yancey Roofing and Waterproofing	\$	270,000.00

2. Prequalification of Architects and Engineers

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

Colimore Architects, Inc.	Architect
Gant Brunnett Architects, Inc.	Architect

**MINUTES**

Department of Transportation - cont'd

**BOARDS AND COMMISSIONS**

Isackson Design Group, LLC	Architect
Penza Bailey Architects	Architect
Reviera Enterprises, Inc. t/a REI/Drayco	Engineer
Setty & Associates International, PLLC	Engineer
Techno Consult, Inc. d/b/a Techno	Engineer

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

MINUTES

TRANSFERS OF FUNDS

\* \* \* \* \*

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

4550 - 4551

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

## MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
1. \$400,000.00	9910-914024-9587	9910-905142-9588
1 <sup>st</sup> Comm. Eco. & Dev. Bonds	Upton Future Dev. Site Assembly (Reserve)	Upton Future Dev. Site Assembly

This transfer will provide funds for the acquisition and demolition of privately owned vacant properties, located in the vicinity of the 1200 and 1300 blocks of Argyle and Myrtle Avenues. Funds were approved in FY 2017 Ordinance of Estimates for the Upton Future Development Site Assembly project.

2. \$330,000.00	9910-923019-9587	9910-906011-9588
General Funds	Baltimore Home- owner Incentive - Reserve	Employees Home- buying Assist

This transfer will provide funds for the City Employee Program, one of Baltimore Housing's Homeownership Incentive Programs.

Department of General Services

3. \$200,000.00	9916-913933-9194	9916-903386-9197
General Funds	Historic Public Buildings - Reserve	Peale Museum Renovations - Active

This transfer will provide funds to the Department for roof replacement and exterior restoration at the Peale Museum and all associated in-house costs. This project will stem ongoing damage to this City landmark and prepare the building for eventual reopening. The future usage of the Peale Museum will increase tourism, both fulfilling the Mayor's initiative of a growing economy, and reducing the City's long-term operational expenses at the property.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>		
4. \$ 32,000.00	9950-902627-9528	
FED	Constr. Res. - Park	
	Circle Intersection	
	Improvements	
8,000.00	9950-902627-9528	
<u>MVR</u>	Constr. Res. - Park	
	Circle Intersection	
	Improvements	
<b>\$40,000.00</b>	-----	9950-905627-9527
		DOT Park Circle
		Intersection

This transfer will cover the costs of prints and preliminary expenses and other related costs necessary to advertise project TR 11307 DOT Park Circle Intersection.



**MINUTES**Health Department - Agreements and Modification to the Agreement

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

AGREEMENTS

1. **PLANNED PARENTHOOD OF MARYLAND, INC.** **\$ 60,000.00**

Account: 4000-494417-3080-292300-603051

The organization will assist the Department with the development and implementation of a health education curriculum for child welfare workers and foster care providers. The goals of this initiative are to educate significant adults working with out-of-home youth on pregnancy prevention and to develop a curriculum for integration within in-service programs for professionals and providers. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late due to delays in the administrative review process.

**MWBOO GRANTED A WAIVER.**

2. **PLANNED PARENTHOOD OF MARYLAND, INC.** **\$150,000.00**

Account: 4000-480617-3080-279200-603051

The organization will provide services for the U-Choose Evidence Based Teen Pregnancy Prevention Program and serve as lead for the implementation of the Seventeen Days curriculum within the project's clinic settings and within the Baltimore City Clinic. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late due to delays in the administrative review process.

**MWBOO GRANTED A WAIVER.**

## MINUTES

Health Department - cont'd

3. **THE FAMILY HEALTH CENTERS OF BALTIMORE, INC.** **\$ 80,000.00**

Account: 4000-480617-3080-279200-603051

The Agreement is for the U-Choose Evidence Based Teen Pregnancy Prevention Program. The organization will implement the Seventeen Days curriculum, an evidence based teen pregnancy prevention program designed to educate youth about contraception and STDs. The goal of Seventeen Days is to prevent HIV and Sexually Transmitted Infections, by improving youth's ability to make less risky sexual health choices. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late due to delays in the administrative review process.

**MWBOO GRANTED A WAIVER.**

4. **THE JOHNS HOPKINS UNIVERSITY** **\$280,420.00**

Account: 1001-000000-3030-271500-603051

The organization will provide services in the area of support staff for the Department's Druid and Eastern STD Clinics. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late because the budget review and approval delayed processing.

**MWBOO GRANTED A WAIVER.**

## MINUTES

Health Department - cont'd

5. **BLACK MENTAL HEALTH ALLIANCE FOR EDUCATION AND CONSULTATION, INC.** \$ 60,000.00

Accounts: 5000-570317-3041-605800-603051 \$ 30,000.00  
 6000-629317-3050-280100-603051 \$ 30,000.00

The organization will work with the Department on tobacco control issues that relate to illegal sale of tobacco products. The organization will conduct 1,000 unannounced tobacco/retailer/youth access compliance checks during school hours and weekends. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late due to a delay in the administrative review process.

**MWBOO GRANTED A WAIVER.**

6. **HEALTHY TEEN NETWORK, INC.** \$135,038.00

Accounts: 4000-480617-3080-279200-603051 \$124,900.00  
 4000-497617-3030-702900-603051 \$ 10,138.00

The organization will work with the Department to provide "The Strategic Plan to Reduce Teen Births in Baltimore City" and provide technical assistance to the project's core team in executing the "Getting to Outcomes" approach in planning and implementation. They will also provide training and technical services for the project's curricula. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late due to a delay in receiving required documentation.

**MWBOO GRANTED A WAIVER.**

## MINUTES

Health Department - cont'd

7. **HEALTHCARE ACCESS MARYLAND, INC.** **\$10,216.00**

Account: 1001-000000-3023-274001-603051

The organization will collaborate with the Department's Needle Exchange program on a special project called "The Block Project." These services will take place from 7:00 p.m. to 11:00 p.m. every Thursday of the month during the agreement period. The organization will provide an outreach worker on the van during "The Block Project" to assist clients with applying for health insurance benefits; this will include screening clients for eligible services including completing a health insurance questionnaire. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late due to delays in the administrative review process.

MODIFICATION TO THE AGREEMENT

8. **MARYLAND FAMILY NETWORK, INC.** **\$ 9,440.00**

Account: 4000-475917-3080-294600-406001

On September 28, 2016, the Board approved the original agreement with the organization to provide funds to the Department for an Early Head Start Center in the amount of \$524,400.00.

This modification will provide for a 1.8% cost of living adjustment in the amount of \$9,440.00, making the new total amount \$533,840.00. The period of the agreement is July 1, 2016 through June 30, 2017.

**MINUTES**Health Department - cont'd

The Modification to the Agreement is late because it was submitted to the Department on September 19, 2016 and delayed during the administrative review process.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

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

**MINUTES**

Health Department - Revised Notice of Award

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of the Revised Notice of Award (NOA) from the Department of Health and Human Services, Centers for Disease Control and Prevention.

**AMOUNT OF MONEY AND SOURCE:**

\$3,630,166.00 - 4000-499016-3023-513200-404001

**BACKGROUND/EXPLANATION:**

On January 20, 2016, the Board approved the original NOA in the amount of \$768,068.00 for the period of January 1, 2016 through December 31, 2016.

This revised NOA is for additional funding in the amount of \$3,630,166.00 for a total award of \$4,398,234.00.

All other terms and conditions issued with the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

This NOA is late because it was issued on April 19, 2016, and emailed to a Department employee who is no longer with the agency. Therefore, the Department had to request another copy.

**APPROVED FOR FUNDS BY FINANCE**

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

**MINUTES**Health Department - cont'd

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

**MINUTES**

Health Department - No-Cost Time Extension to the Grant Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the No-Cost Time Extension to the Grant Agreement with The Family League of Baltimore City, Inc. (FLBC). The period of the agreement will extend through November 30, 2016.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The FLBC received a grant award from the Department of Health and Human Services (HHS), Public Health Services (PHS) for the project titled "Baltimore Coalition for Healthy Communities" for the period of September 1, 2015 through August 31, 2016.

On August 31, 2016, the Board approved an agreement with the FLBC for the Department to provide staff to co-lead the B'More Fit for Healthy Babies Project, in the amount of \$28,175.00 for the period of September 1, 2015 through August 31, 2016.

On August 18, 2016, the grantor HHS/PHS approved a two-month no-cost extension of the grant through November 30, 2016.

This extension will allow for the completion of program activities.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS NOTED THE NO-COST TIME EXTENSION.**



## MINUTES

Health Department - cont'd

UPON MOTION duly made and seconded, the Board approved the No-Cost Time Extension to the Grant Agreement with The Family League of Baltimore City, Inc.

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

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Payment of Settlement</u>			
1. Damaion Rich (Prior Owner)	1915 N. Castle St.	L/H	\$20,150.00

On July 1, 2015, the Board approved the acquisition of the leasehold interest by condemnation, in the real property located at 1915 N. Castle Street for the fair market value of \$9,350.00, based upon the highest valuation of the City's two independent appraisers' reports.

On August 19, 2015, the City amended its petition for condemnation and filed a Petition for Immediate Possession and Title (i.e., a quick-take petition). The City submitted an affidavit reflecting the immediate necessity to acquire the property for the Castle Street Veterans' Housing Project.

Along with the quick-take petition, the City deposited into the Court Registry for the Circuit Court for Baltimore City, the fair market value of the property (i.e., \$9,350.00). The amount of the fair market value deposit was based upon the highest valuation of the City's two independent appraisers' reports that the Board had previously approved. The property owner filed an answer contesting the taking and the valuation of the property. The owner also filed a counter-claim alleging tortious interference with contractual relations. The owner provided an appraisal report that valued the property at \$70,000.00. After lengthy Discovery--requests for Admissions, Interrogatories, and document production, the parties engaged in a formal mediation session, a formal pre-trial, and subsequent negotiations. The parties agreed to settle the condemnation suit and the counter-claim for \$29,500.00.

## MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Payment of Settlement - cont'd</u>			

On the day of the trial, October 25, 2016, the settlement was placed on the record before the Circuit Court for Baltimore City. Thus, the Board is requested to approve an additional \$20,150.00 in settlement of this case.

Funds are available in account 9910-905507-9588-900000-704040, AG Demolition Project.

UPON MOTION duly made and seconded, the Board approved the above listed Payment of Settlement. The President voted **No**.

**MINUTES**

Mayor's Office of Employment Development - Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Agreement with Sinai Hospital of Baltimore, Inc. (VSP). The period of the Agreement is October 1, 2016 through September 30, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$136,815.00 - 4000-806417-6313-497805-603051

**BACKGROUND/EXPLANATION:**

The purpose of this agreement is to secure the services of a Contractor to design and deliver innovative programming and comprehensive services resulting in academic achievement and employment success for 25 Baltimore City out-of-school youth ages 16 to 24 years old. Sinai Hospital of Baltimore, Inc. (VSP) will increase employment and education prospects for participants through skills training, leadership development, and the provision of life and workplace readiness skills.

The Agreement is late because additional time was required to reach a comprehensive understanding between the parties.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**MINUTES**Mayor's Office of Employment Development - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Sinai Hospital of Baltimore, Inc.

**MINUTES**

Mayor's Office of Information - Dark Fiber IRU Agreement  
Technology

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Dark Fiber IRU Agreement with Stadium Square Holdings, LLC. The period of the agreement is effective upon Board approval for five years with three renewal options at five years each term for a total of 20 years.

**AMOUNT OF MONEY AND SOURCE:**

\$50,000.00 - 1001-000000-1411-791003-401814

**BACKGROUND/EXPLANATION:**

The initial payment to the City is \$30,000.00 with an annual fee of \$1,000.00 per year for the next 20 years.

The City owns and maintains a fiber optic infrastructure, including fiber optic cable and strands and associated support facilities, located within Baltimore City. The City would like to make available a portion of its unused, un-activated dark fiber optic communications cable for use by other parties.

Stadium Square Holdings, LLC is a real estate developer, capable of activating and using City-owned dark fiber to provide broadband services. The City desires to grant to Stadium Square Holdings, LLC an indefeasible right of use (IRU) in such fiber, upon the terms in the agreement.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**MINUTES**

Mayor's Office of Information - cont'd  
Technology

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Dark Fiber IRU Agreement with Stadium Square Holdings, LLC.

**MINUTES**

Baltimore Police Department - Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Agreement with Bode Cellmark Forensics, Inc. The agreement is effective upon Board approval through December 31, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$100,000.00 - 6000-603015-8331-731600-600000

**BACKGROUND/EXPLANATION:**

The organization was awarded a grant from the National Institute of Justice to perform missing person cases. The organization selected the Department as a subcontractor to perform services as needed. Specific services provided will consist of the review and upload into the Combined DNA Index System results from analysis of samples. The City will be paid on a fee per case basis with a maximum value of \$100,000.00.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Bode Cellmark Forensics, Inc.



**MINUTES**

Baltimore City Fire Department - Fiscal Year 2017 Advanced Life Support Education Grant Notice and Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve acceptance of Notice the Fiscal Year 2017 grant and to approve and authorize execution of the Advanced Life Support Education Grant. The period of the grant agreement is October 17, 2016 through June 15, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$24,849.06 - 5000-558317-3191-309500-405001

**BACKGROUND/EXPLANATION:**

The purpose of the grant is to enable the Department to complete the Fiscal Year 2017 Advanced Life Support training courses. There are no future obligations of the Department or the City as a result of the receipt of the grant.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

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

UPON MOTION duly made and seconded, the Board approved acceptance of the Notice of the Fiscal Year 2017 grant and approved and authorized execution of the Advanced Life Support Education Grant.

**MINUTES**

Baltimore City Fire Department - Memorandum of Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Memorandum of Agreement with the State of Maryland Emergency Management Agency Regarding 2016-2017 Hazardous Materials Emergency Preparedness Grant Program. The period of the Memorandum of Agreement is October 1, 2016 through September 30, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$5,000.00	-	4000-459917-2121-604900-404001
<u>1,250.00</u>	-	1001-000000-2121-226400-603020
<b>\$6,250.00</b>		

**BACKGROUND/EXPLANATION:**

This agreement will cover expenditures for hazardous materials planning, community outreach planning, and/or training.

**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 Agreement with the State of Maryland Emergency Management Agency Regarding 2016-2017 Hazardous Materials Emergency Preparedness Grant Program.

**MINUTES**

Department of Housing and - Grant Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Grant Agreement with Park Heights Renaissance, Inc. (PHR). The Grant Agreement is effective upon Board approval through June 30, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$1,006,055.12	-	9910-904122-9588
34,217.00	-	9910-904123-9588
15,783.00	-	9910-904123-9588
<u>\$1,056,055.12</u>		

**BACKGROUND/EXPLANATION:**

The PHR is a nonprofit organization established in 2007 to implement the Park Heights Master Plan. The PHR provides a variety of community services in addition to undertaking development initiatives that reflect the Master Plan's recommendations.

The City has provided funds to support the PHR's operation since it was established using a variety of funding sources. The FY 17 Video Lottery Terminal Spending Plan approved \$1,155,000.00 of slot funds to support the PHR's operation, programs, and community services. The PHR has requested that \$939,495.87 be made available. The remaining funds are allocated to personnel costs and will be made available through amendments to this agreement, subject to approval by the Board of Estimates.

Additionally \$66,559.25 is being added from PHR's FY 16 Slots Revenue as well as \$50,000.00 from other HCD sources for a total grant amount of \$1,056,055.12.

**MINUTES**

Department of Housing and - cont'd  
Community Development

These funds will be used to support the PHR's core administrative functions, community organizing and engagement, neighborhood and community grants, Safe Streets, community clean up and educational program.

**MBE/WBE PARTICIPATION:**

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

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
\$ 939,495.87	9910-903963-9587	
Pimlico Local	Park Heights	
Impact Aid - VLT	Redevelopment	
	(Reserve)	
50,000.00	9910-903963-9587	
30 <sup>th</sup> Comm. Dev.	Park Heights	
Bonds	Redevelopment	
	(Reserve)	
66,559.25	9910-904130-9588	
Pimlico Local	Park Heights	
<u>Impact Aid - VLT</u>	Redevelopment FY 16	
<b>\$1,056,055.12</b>		

MINUTES

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development - cont'd</u>		
\$1,006,055.12	-----	9910-904122-9588 Park Heights Redevelopment FY 17
<u>50,000.00</u>	-----	9910-904123-9588 Park Heights Redevelopment Programs & Operations
<b>\$1,056,055.12</b>		

This transfer will provide funds to support Park Heights Renaissance's programs and operations for fiscal year 2017. Some funds are being carried forward from fiscal year 2016 to allow Park Heights Renaissance the ability to use those funds.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement with Park Heights Renaissance, Inc. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

**MINUTES**

Department of Housing and  
Community Development (DHCD)

- Acquisition by Gift

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the acquisition by gift of the leasehold interest in 2023 E. Biddle Street from Mr. Nathan C. Irby, Jr., **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

Mr. Irby, owner, agrees to pay for any title work and all associated settlement costs not to exceed \$600.00 total. Therefore, no City funds will be expended.

**BACKGROUND/EXPLANATION:**

Mr. Irby is donating the subject vacant building to the City of Baltimore. The property is in an area scheduled for redevelopment, and accepting the donation will save acquisition expense and time.

Pursuant to the provisions of Article 13, § 2-7 of the Baltimore City Code (2000 Edition) and subject to the prior approval of the Board of Estimates, the DHCD may acquire, for and on behalf of the Mayor and City Council of Baltimore, by gift, any single-family or multiple-family dwelling unit or other structure or lot within the City, for development and redevelopment. The Commissioner of the DHCD has made the required determination with regard to this property. This property will be redeveloped.

The DHCD will acquire the property subject to all municipal liens, other than water bills, and all interest and penalties that may accrue prior to recording a deed. The water bills must be paid as part of the transaction. A list of open municipal liens accrued through October 7, 2016 is as follows:

## MINUTES

DHCD - cont'd

	<u>Tax Year</u>	<u>Amount</u>
Real Property Taxes	2010/2011	\$ 588.78
Real Property Taxes	2011/2012	376.39
Real Property Taxes	2012/2013	337.28
Real Property Taxes	2013/2014	296.09
Real Property Taxes	2014/2015	105.30
Real Property Taxes	2015/2016	88.74
Real Property Taxes	2016/2017	72.18
	<b>Total Real Property Taxes</b>	<b>\$1,864.76</b>

Tax Sale	Tax sale dated 10/22/2014	\$3,689.04
	Total Tax Sale	\$3,689.04

	<u>Bill No.</u>	<u>Date</u>	<u>Amount</u>
Miscellaneous Bill	7300403	01/13/14	\$ 289.07
Miscellaneous Bill	7462005	09/22/14	155.84
Miscellaneous Bill	7503774	11/17/14	281.75
Miscellaneous Bill	7641525	04/14/15	2,296.76
Miscellaneous Bill	7672793	06/01/15	265.22
Miscellaneous Bill	7720246	08/03/15	306.62
Miscellaneous Bill	7677234	04/18/16	280.68
Miscellaneous Bill	8066391	08/08/16	199.17
	<b>Total Miscellaneous Bills</b>		<b>\$4,075.11</b>

Environmental Fine 11/12/15	No. 52970308 dated	\$1,500.00
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**Total \$11,128.91**

MBE/WBE PARTICIPATION:

N/A

**MINUTES**

DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved the acquisition by gift of the leasehold interest in 2023 E. Biddle Street from Mr. Nathan C. Irby, Jr., **SUBJECT** to municipal liens, interest, and penalties, other than water bills.



**MINUTES**

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

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the acquisition by gift of the leasehold/fee simple interest in the below listed properties from KMS Property, LLC, owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

2703 Hugo Avenue	Block 3938 Lot 002	Leasehold
2705 Hugo Avenue	Block 3938 Lot 003	Fee Simple
2706 Hugo Avenue	Block 3937 Lot 049	Fee Simple

**AMOUNT OF MONEY AND SOURCE:**

KMS Property, LLC, owner, agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total per property. Therefore, no City funds will be expended.

**BACKGROUND/EXPLANATION:**

The DHCD, Land Resources Division strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

KMS Property, LLC, owner, has offered to donate to the City, title to the properties located at 2703 Hugo Avenue, 2705 Hugo Avenue, and 2706 Hugo Avenue. With the Board's approval, the City will receive clear and marketable title to the properties, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the properties by tax sale foreclosure or eminent domain.

## MINUTES

DHCD - cont'd

The DHCD will acquire the properties subject to all municipal liens, other than water bills, and all interest and penalties that may accrue prior to recording a deed. The water bills must be paid as part of the transaction. A list of open municipal liens accrued through September 12, 2016, other than water bills, is as follows:

2703 Hugo Avenue

Real Property Taxes	2016-2017	\$	708.00
Real Property Taxes	2015-2016		739.61
Miscellaneous	#7609712		183.77
Miscellaneous	#7614001		283.63
Miscellaneous	#7691587		236.87
Miscellaneous	#7742521		263.04
Miscellaneous	#7783244		249.49
Miscellaneous	#7818750		268.07
Miscellaneous	#7908239		242.21
Miscellaneous	#8005779		204.97
Miscellaneous	#8057671		203.56
Miscellaneous	#8106551		196.27
Environmental Fine	#54081419		75.00
Registration	#820639		291.20
<b>Total Taxes Owed:</b>			<b>\$4,145.69</b>

2705 Hugo Avenue

Real Property Taxes	2016-2017	\$	1,656.72
Real Property Taxes	2015-2016		1,508.92
Miscellaneous	#7786528		249.49
Miscellaneous	#7985195		207.87
Miscellaneous	#8058208		203.56
Miscellaneous	#8106924		196.27
Environmental Fine	#54068408		100.00
Registration	#410341		291.20
<b>Total Taxes Owed:</b>			<b>\$4,414.03</b>

## MINUTES

DHCD - cont'd2706 Hugo Avenue

Real Property Taxes	2016-2017	\$	708.00
Real Property Taxes	2015-2016		779.61
Miscellaneous Bills	#7703986		176.51
Miscellaneous Bills	#7758931		224.20
Miscellaneous Bills	#7782337		236.81
Miscellaneous Bills	#7925365		229.41
Miscellaneous	#7984511		267.73
Miscellaneous	#8064198		203.56
Miscellaneous	#8098238		156.50
Miscellaneous	#8106387		196.27
Environmental Fine	#54075098		90.00
Registration	#411310		291.20
<b>Total Taxes Owed:</b>			<b><u>\$3,559.80</u></b>

UPON MOTION duly made and seconded, the Board approved the acquisition by gift of the leasehold/fee simple interest in the below listed properties from KMS Property, LLC, owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**MINUTES**

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

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the acquisition of the fee simple interest in the property located at 2026 E. North Avenue, (Block 4167-013) by gift from Ms. Saretha Greene and Ms. Sheryl G. Leverett, owners, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

Ms. Greene and Ms. Leverett, owners, agree to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. Therefore, no City funds will be expended.

**BACKGROUND/EXPLANATION:**

The DHCD, Land Resources Division strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

Ms. Greene and Ms. Leverett have offered to donate to the City, title to the property located at 2026 E. North Avenue. With the Board's approval, the City will receive clear and marketable title to the property, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain.

The DHCD will acquire the property subject to all municipal liens, other than water bills, and all interest and penalties that may accrue prior to recording a deed. A list of open municipal liens accrued through September 30, 2016, other than water bills which must be paid as part of the transaction is as follows:

## MINUTES

DHCD - cont'd

Real Property Taxes	2016-2017	\$ 70.80
Miscellaneous Bills	#7957558	3,632.64
Miscellaneous Bills	#8031783	<u>224.02</u>
	<b>Total Taxes owed:</b>	<b>\$3,927.46</b>

UPON MOTION duly made and seconded, the Board approved the acquisition of the fee simple interest in the property located at 2026 E. North Avenue, (Block 4167-013) by gift from Ms. Saretha Greene and Ms. Sheryl G. Leverett, owners, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**MINUTES**

Department of Housing and - Community Development Block  
Community Development Grant Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Community Development Block Grant Agreement (CDBG) with Habitat for Humanity of the Chesapeake, Inc. The period of the CDBG Agreement is July 1, 2016 through June 30, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$240,000.00 - 2089-208917-5930-431662-603051

**BACKGROUND/EXPLANATION:**

Under the terms of this CDBG Agreement, the funds will be used to subsidize the organization's operating expenses. Habitat for Humanity of the Chesapeake, Inc. will complete the rehabilitation, sale, and settlement of 17 vacant properties for first-time, owner-occupancy by low and moderate-income households. The properties are within the Woodbourne-McCabe and Sandtown-Winchester areas of Baltimore City.

**FOR FY 2017, THE MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$56,535.00, AS FOLLOWS:**

**MBE:** \$15,264.15

**WBE:** \$ 5,653.50

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

**MINUTES**

DHCD - cont'd

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

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

**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 Community Development Block Grant Agreement with Habitat for Humanity of the Chesapeake, Inc.

**MINUTES**

Department of Housing and                    - Funding Agreement  
Community Development (DHCD)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Funding Agreement by and between the Mayor and City Council of Baltimore, and Park Square Homes I, LLC, Owner, BRP PSH1, LLC, and LA CITE, LLC, Developers.

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 estoppels 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 Funding Agreement, the City will issue Bonds secured by tax increment revenues and special tax revenues as more fully described herein and on terms established by the Board of Finance in accordance with the Charter in order to finance the construction of certain public infrastructure, open space and building improvements in connection with development of Phase IA of the Center\West Development (Poppleton) Project.

**BACKGROUND/EXPLANATION:**

A Land Disposition and Development Agreement (LDDA) for the conveyance of 553 properties in the Poppleton neighborhood from the DHCD to the Poppleton Development I, LLC (Developer) was approved by the Board on September 27, 2006. The Funding Agreement provided for the Developer to construct approximately 1,650 housing units and 100,000 square feet of commercial space



## MINUTES

DHCD - cont'd

In multiple phases. Since its initial approval, the LDDA has been amended four times by the Board and deadlines have been extended on other occasions. The portion of the LDDA that addresses Phase IA has been assigned to the Owner.

The first phase, identified as Phase IA (Phase IA) includes the construction of two mid-rise buildings on the north and south side of West Lexington Street, along North Schroeder Street.

The two Class A buildings will include 262 rental apartment units and approximately 19,000 square feet of ground floor commercial and retail space, along with required parking. Of the 262 rental units, 209 (80%) are market rate units and the remaining 53 (20%) are to be occupied by individuals whose income is 50% or less of the area median gross income. The first phase also includes the construction of two new public parks at the intersection of North Amity and West Lexington Streets: Poe Park, a paved plaza directly in front of the historical Poe House; and a Dog Park.

Pursuant to City Council Ordinances Nos. 15-0386, 15-387, and 15-388, approved by the City Council on June 15, 2015 and signed by the Mayor of Baltimore City on June 24, 2015 (the Acts), and the approval of and upon the terms established by the Board of Finance, the City of Baltimore will issue its Special Obligation Bonds Series 2016A (Tax-Exempt) (the Series 2016A Bonds) and its Special Obligation Bonds Series 2016B (Taxable) (the Series 2016B Bonds, and together with the Series 2016A Bonds, the Bonds) in order to finance public infrastructure, open space and building improvements and related costs permitted by the Acts in connection with Phase IA of the Center\West Development (Poppleton) Project. As of the date hereof, the Board of Finance has authorized the City to issue the Bonds in an aggregate principal amount of \$12,000,000.00 with an interest rate on the Series 2016A Bonds not to exceed 6.25% and on the Series 2016B

**MINUTES**

DHCD - cont'd

Bonds not to exceed 7.75%. The Bonds are being repaid primarily from a pledge of tax increment financing revenues and special tax revenues related to the properties in the Districts.

**MBE/WBE PARTICIPATION:**

Poppleton Development I, LLC has signed the Commitment to Comply with the City's Minority and Women's Business Enterprise Program of the City of Baltimore.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Funding Agreement by and between the Mayor and City Council of Baltimore, and Park Square Homes I, LLC, Owner, BRP PSH1, LLC, and LA CITE, LLC, Developers. The Board further authorized and directed 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 estoppels or other similar certificates, provided such documents do not materially alter the relationship of the parties or the principal elements of the Project.

**MINUTES**

Department of Housing and - Task Assignment  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Task No. 12 to KCI Technologies, Inc. (KCI), under Project No. 1231, On-Call Environmental and Engineering Services for Hazardous Waste Handling. The period of Task No. 12 is approximately 12 months.

**AMOUNT OF MONEY AND SOURCE:**

\$74,991.55 - 9910-909128-9588-900000-704045

**BACKGROUND/EXPLANATION:**

KCI Technologies, Inc. will perform pre-demolition asbestos NESHAP inspections of approximately 140 - 170 properties in the City's "Whole Block Demolition" program. The sites are scattered throughout the City of Baltimore. The proposal from KCI Technologies, Inc. has been reviewed and is considered to be fair and reasonable.

**MBE/WBE PARTICIPATION:**

<b>MBE:</b> EBA Engineering, Inc.	\$ 9,873.26	13.17%
Batta Environmental Associates, Inc.	\$ 11,888.00	15.85%
<b>WBE:</b> Bay Associates Environmental, Inc.	\$ 7,127.93	9.50%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

**THE TRANSFER OF FUNDS WAS APPROVED BY THE BOARD ON OCTOBER 19, 2016.**

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

## MINUTES

Department of Housing and - cont'd  
Community Development

UPON MOTION duly made and seconded, the Board approved and authorized execution of the assignment of Task No. 12 to KCI Technologies, Inc., under Project No. 1231, On-Call Environmental and Engineering Services for Hazardous Waste Handling.

**MINUTES**Department of Real Estate - Tax Sale Certificates**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of Tax Sale Certificates to The Delibird, LLC for an amount that is less than the lien amount for the properties located at 3801 Woodbine Avenue and 3801½ Woodbine Avenue.

**AMOUNT OF MONEY AND SOURCE:**

<u>Property Address</u>	<u>Appraised Value</u>	<u>Flat Taxes &amp; Water</u>	<u>Total Liens</u>	<u>Assignment Amount</u>
3801 Woodbine Avenue	\$5,600.00	\$1,328.77	\$26,944.60	\$5,600.00
3801½ Woodbine Avenue	\$2,000.00	\$ 477.25	\$14,412.76	\$2,000.00

**BACKGROUND/EXPLANATION:**

The City acquired the Tax Sale Certificates in May 2015 for 3801 Woodbine Avenue in the amount of \$26,944.60 and 3801½ Woodbine Avenue in the amount of \$14,412.76.

The Delibird, LLC has offered to purchase the Tax Sale Certificates for 3801 Woodbine Avenue, Block 8239, Lot 16 in the amount of \$5,600.00 and 3801½ Woodbine Avenue, Block 8239, Lot 15 in the amount of \$2,000.00, file the petition to foreclose, acquire title to the property, and return it to productive use.

The total assignment amount of \$7,600.00 for the Tax Sale Certificates will cover the flat taxes and water bills and assessment of \$5,600.00 for 3801 Woodbine Avenue and \$2,000.00 for 3801½ Woodbine Avenue.

**MINUTES**Department of Real Estate- cont'd

UPON MOTION duly made and seconded, the Board approved the assignment of Tax Sale Certificates to The Delibird, LLC for an amount that is less than the lien amount for the properties located at 3801 Woodbine Avenue and 3801½ Woodbine Avenue.

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

The Board is requested to approve and authorize execution of the Lease Agreement with The Progressive Education Center, Inc., Tenant, for the rental of a portion of property located at 1510 W. Lafayette Avenue, on the second level - Courtyard side consisting of approximately 2,862 sq. ft. The period of the Lease Agreement is October 01, 2016 through September 30, 2017 with an option to renew for one year.

**AMOUNT OF MONEY AND SOURCE:**

<u>Monthly Rent</u>	<u>Annual Rent</u>
\$1,100.00	\$13,200.00

Utilities

\$3,000.00/yr. at \$250.00 per month

**BACKGROUND/EXPLANATION:**

The leased premises will be used as a Day Care Center. The Landlord will be responsible for maintaining equipment such as plumbing, air conditioning and heating, pest control, trash and snow removal, and paying utilities. The Tenant will pay for janitorial, telephone and computer services, and will be responsible for securing all day care licensing, liability insurance and utilities. The utility costs were negotiated based on current market rates.

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

The Space Utilization Committee approved this Lease Agreement on November 1, 2016.

**MINUTES**Space Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with The Progressive Education Center, Inc., Tenant, for the rental of a portion of property located at 1510 W. Lafayette Avenue, on the second level - Courtyard side consisting of approximately 2,862 sq. ft.



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

The Board is requested to approve and authorize execution of the Lease Agreement with Metropolitan Baltimore, LLC, Lessor, for the rental of a portion of property located at 10 Light Street, consisting of approximately 24 sq. ft. on the 35<sup>th</sup> floor. The Lease Agreement is effective upon Board approval through July 31, 2026 with two five-year renewal options.

**AMOUNT OF MONEY AND SOURCE:**

<u>Year</u>	<u>Annual Rent</u>
2016	\$12,500.00
2017	\$12,875.00
2018	\$13,261.25
2019	\$13,659.09
2020	\$14,068.86
2021	\$14,490.93
2022	\$14,925.65
2023	\$15,373.42
2024	\$15,834.63
2025	\$16,309.66
2026	\$16,798.95

Account No.: 1001-000000-2151-230500-603013

**BACKGROUND/EXPLANATION:**

On December 1, 1987, the Board approved the original agreement for this site. Over the years the ownership changed, the lease lapsed and the owners allowed the City to remain at the site without a lease. The new owners require a lease.

**MINUTES**Space Utilization Committee - cont'd

The leased premises are used for the operation and maintenance of an antenna and equipment storage in conjunction with the 800-Megahertz system for the Mayor's Office of Information Technology and the Baltimore City Fire Department.

The Space Utilization Committee approved this Lease Agreement on October 20, 2016.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with Metropolitan Baltimore, LLC, Lessor, for the rental of a portion of property located at 10 Light Street, consisting of approximately 24 sq. ft. on the 35<sup>th</sup> floor.

**MINUTES**

Department of Recreation and Parks - Contract for ADA-Trail  
Building Services at  
Cylburn Arboretum

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Contract for ADA-Trail Building Services at Cylburn Arboretum (Cylburn) with Trail Conservancy, Inc., Contractor. The period of the contract is effective upon Board approval and will end upon final acceptance by the City unless earlier terminated.

**AMOUNT OF MONEY AND SOURCE:**

\$49,975.00 - 5000-577716-4781-363900-603026

**BACKGROUND/EXPLANATION:**

This contract will allow the City to carry out the Settlement of a disability-related discrimination complaint (Complaint) brought against the City by an individual and the State Commission on Civil Rights.

Cylburn is a historic site dating to the 1860's when the mansion at Cylburn was constructed just after the Civil War. The City purchased the property for use as a park in 1942. In 1954, the predecessor to the Cylburn Arboretum Association (Association), a non-profit organization made up of conscientious volunteers dedicated to the upkeep of the park, first began designing and caring for the numerous flower gardens and what is now approximately 3.5 miles of woodland natural trails.

The Contractor is a non-profit organization whose mission is to provide assistance in developing, building and maintaining natural surface trails using sustainable design principles that minimize negative effects on the environment, and to promote and advocate shared-use trails that improve the quality of life for all trail visitors while also preserving natural resources.

## MINUTES

Department of Recreation and Parks - cont'd

The parties to the complaint previously retained the services of the Contractor to prepare a trail assessment of Cylburn with the goal of making a part of the woodland trails wheelchair accessible without damage to the natural environment and without the use of paving. Based upon these parameters, the Contractor developed a detailed plan for a proposed natural surface trail loop that became the basis of the settlement. The Contractor also provided a bid accurate cost for the new trail of \$49,975.00. The City's Commission for Historical and Architectural Preservation previously reviewed and approved the proposed ADA Trail. Because the ADA Trail will not make use of paving, the Association has also been supportive.

The City's Law Department drafted the proposed ADA Trail Contract. It requires the Contractor to adhere to the detailed plan as set forth in the previously approved trail assessment and to work closely with Melissa Grim, Chief Horticulturalist for the Department, whose office is located at Cylburn.

The Contractor will be responsible for the costs of all supplies, equipment, and personnel needed to build the ADA Trail. The Contractor is in good standing, will provide a certificate of insurance listing the City as an additional insured in connection with the job, and will indemnify the City for any damage due to its negligence or that of its subcontractors. Baltimore City's Office of Risk Management has reviewed and approved the insurance terms of the ADA Trail Contract.

This is a sole-source contract. The Law Department has therefore reviewed with the Department the basis for seeking approval of this contract under Article VI, Section 11 (e) (i) of the Baltimore City Charter. Both agencies certify that the work is

## MINUTES

Department of Recreation and Parks - cont'd

of such a nature that no advantage will result in seeking competitive bids and it is not practicable to obtain competitive bids based upon the following:

1. The Contractor is already familiar with the woodland trails at Cylburn having successfully performed past trail maintenance projects pursuant to grant monies obtained by the Association,
2. the Contractor continues to perform maintenance work to the woodland trails and so is in a unique position to construct the new accessible trail in a manner consistent with such ongoing maintenance,
3. having prepared the trail assessment report, the Contractor is in a better position than any other trail builder to construct the ADA Trail in a cost-effective and efficient manner while ensuring that the new accessible trail will not damage the natural and historic quality of the woodland areas of Cylburn,
4. the ADA-trail building services at issue involve a level of skill above and beyond typical trail construction and the Department, the Law Department, CHAP, and the Association are each comfortable that Trail Conservancy is qualified to perform this work,
5. the Settlement must be carried out pursuant to a certain timetable and the Contractor is in the best position to complete the new accessible trail both carefully but well within this schedule, and

**MINUTES**Department of Recreation and Parks - cont'd

6. as a non-profit committed to building accessible trails while preserving the natural environment, the Contractor's mission is aligned with the nature of this work.

Within six weeks of Board approval, the City is required to make an initial payment to the Contractor in the amount of \$24,975.00. Barring an unforeseen event, the Contractor has a maximum of six months to complete the ADA Trail. The term of the Contract ends when the City has provided its Final Acceptance of the ADA Trail and made its final payment of \$25,000.00 to the Contractor.

Within six months of the completion of the ADA Trail, the City will be required under the Settlement to provide trail signage consistent with the ADA, including information such as slope, cross-slope, and weather-related impacts. The Settlement approved by the Board authorizes the City to spend up to an additional \$25,000.00 for the signage and the Department is presently investigating the best way to accomplish this.

**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 Contract for ADA-Trail Building Services at Cylburn Arboretum with Trail Conservancy, Inc., Contractor.

**MINUTES**Circuit Court for Baltimore City - Agreements

The Board is requested to approve and authorize execution of the following agreements:

1. **BEHAVIORAL HEALTH SYSTEM BALTIMORE, INC.           \$262,000.00**

Account: 5000-500717-1100-117400-405001

The Agreement provides for all court ordered competency and responsibility evaluations that occur as a result of actions before the Circuit Court and Division of the Courts in the City. The evaluations are conducted by the Medicine Services Division of the Circuit Court. A principle function of this program is to divert those who would normally be hospitalized in either Clifton T. Perkins Hospital Center or the various regional facilities within the State. In approximately 80% of all referrals, defendants who would be hospitalized from 30-60 days are diverted into either community resources or resources within the local detention centers. The Pre-Sentence evaluation portion of the contract provides for evaluations after verdicts that provide proper use of outpatient facilities. The period of the agreement is July 1, 2016 through June 30, 2017.

2. **BEHAVIORAL HEALTH SYSTEM BALTIMORE, INC.           \$634,045.00**

Account: 4000-400517-1100-576600-404001

This Agreement provides mental health evaluations for seriously mentally ill citizens in Baltimore, who have been arrested for minor crimes and either placed in the City's Detention Center or the Central Booking Facility. When indicated the program arranges with the Court to have the

**MINUTES**Circuit Court for Baltimore City - cont'd

defendant transferred to either a mental health facility as an in-patient or directed to an appropriate outpatient facility. Follow up over a six-month period by the program is mandatory.

As in prior years, this program will continue to divert this population from incarceration and the criminal justice system to appropriate mental health treatment resources. By providing such services, the population of mentally ill that are incarcerated has decreased. In addition, approximately 72% of the individuals evaluated and placed through the program do not return to the criminal justice system within two years. This program clearly is a positive contribution to the reduction of trial dockets within the Courts and is a humane placement solution for the mentally ill. The period of the agreement is July 1, 2016 through June 30, 2017.

These programs are funded 100% by the Department of Health and Mental Hygiene.

The agreement is late because of a delay in the signature process at the Circuit Court and a delay in the receipt of the agreement from the grantor.

**AUDITS REVIEWED AND HAD NO OBJECTION.**

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



**MINUTES**

Circuit Court for Baltimore City - Memorandum of Understanding

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) with Maryland Judiciary's Administrative Office of the Court (AOC). The period of the MOU is June 28, 2016 through April 1, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$177,366.65 - 5000-544417-1100-117001-405001

**BACKGROUND/EXPLANATION:**

The Circuit Court for Baltimore City received funding for a project from the AOC to provide enhanced security equipment for the Mitchell and East Courthouses. These enhancements were determined to be necessary through joint consultation between Baltimore City Sheriff's Office, Circuit Court Administration, and the AOC.

The AOC will reimburse Circuit Court upon satisfactory completion of the work to be performed, and the submission of related vendor invoices.

The MOU is late because of a request for clarification of the document language which related to audit and procurement requirements.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with Maryland Judiciary's Administrative Office of the Court.

**MINUTES**

Department of Transportation - Salt Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Salt Agreement with WJZ-TV, a CBS Corporation Television Station (WJZ). The period of the agreement is effective upon Board approval for five years.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

WJZ-TV has agreed to donate use of equipment and personnel necessary to clear snow from public roadways in the vicinity of Television Hill during adverse weather conditions. The City agrees to sell to WJZ road salt from its inventory on an "as needed" basis at or about the City's actual cost.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Salt Agreement with WJZ-TV, a CBS Corporation Television Station.

**MINUTES**

Department of Transportation - Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Agreement with Baltimore Gas & Electric (BGE).

**AMOUNT OF MONEY AND SOURCE:**

\$300,000.00 - 9950-905023-9508-900010-707072

**BACKGROUND/EXPLANATION:**

On March 30, 2016, the Board approved an agreement for TR 12317, Central Avenue Streetscape and Harbor Point Connector Bridge (Design Build) with Allan Myers MD, Inc. The purpose of this agreement is to allow BGE's underground line crews to assist while the contractor enlarges and/or alters 15 manholes along Central Avenue. This service is necessary to make the cables and equipment safe in and around the manholes.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Baltimore Gas & Electric.

**MINUTES**Department of Transportation (DOT) - Developers' Agreements

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

	<u>DEVELOPER</u>	<u>NO.</u>	<u>AMOUNT</u>
1.	PARK SQUARE HOMES I, LLC	1367	\$688,028.00

Park Square Homes I, LLC would like to install new water storm drain, sidewalk, and streetscape improvements to its proposed construction located at 101 and 201 North Schroeder Street and 127 North Amity Street. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$688,028.00 has been issued to Park Square Homes I, LLC which assumes 100% of the financial responsibility.

2.	PARK SQUARE HOMES I, LLC	1446	\$798,475.00
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Park Square Homes I, LLC would like to install new utilities to its proposed new building located in the vicinity of 101 and 201 North Schroeder Street. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$798,475.00 has been issued to Park Square Homes I, 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.

MINUTES

DOT - cont'd

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

**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. 101 W. Lexington Street	Lexington Liberty, LLC	Two single face electric signs 2.2'x7' each
Flat charge: \$843.60		
2. 200 W. Saratoga Street	Park Avenue Hotels, LLC	Two double face electric signs 20 sf. each
Annual charge: \$281.20		

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

**MINUTES**

Department of Transportation - Minor Privilege Schedule  
of Charges

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the addition of an item to the Minor Privilege Schedule of Charges.

**AMOUNT OF MONEY AND SOURCE:**

\$70.00 one-time fee per tieback

**BACKGROUND/EXPLANATION:**

Certain types of foundation construction require the use of "Tiebacks" that may encroach into the public right-of-way. A Tieback is a horizontal wire or rod used to reinforce retaining or foundation walls for stability.

When the Tiebacks encroach into the public right-of-way, a Minor Privilege is required. Since there is no item in the current Schedule of Charges for Tiebacks, this addition is recommended. Also, based on a similar item in the Schedule, a one-time fee of \$70.00 per Tieback is recommended.

UPON MOTION duly made and seconded, the Board approved the addition of a Tieback the Minor Privilege Schedule of Charges.

**MINUTES**

Department of Planning - Memorandum of Understanding

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Memorandum of Understanding with the Maryland Department of Natural Resources. The period of the Memorandum of Understanding is November 1, 2016 through October 31, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$37,000.00 - 5000-500017-1875-1888500-405001

**BACKGROUND/EXPLANATION:**

In 2013, the City developed an integrated All Hazards Mitigation Plan (AHMP) and Climate Adaptation Plan. This plan, called the Disaster Preparedness Project and Plan (DP3), linked research, outreach, and actions that led directly to a comprehensive system for addressing existing and future climate impacts. The DP3 was approved by the Planning Commission on October 3, 2013 and has served as the guiding document for all resiliency implementation since November 2013. Over the past year, with funding from the CoastSmart Communities Grant (CCG), the City has been able to carry out adaptation in high priority watershed and coastal areas.

The Office of Sustainability intends to update, enhance, and expand its DP3, which is required by the Federal Government by December 2017. In the next year, the City will utilize funding from this grant to work on the update and enhancement to the Disaster Preparedness Project and Plan (DP3). Although many of the strategies and actions are still in the implementation phase, there is still a need to integrate new science, strategies and make stronger connections regionally. Support from the Community Resilience Grant will allow the City to improve its plan and integrate unique and innovative elements.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**



## MINUTES

Department of Planning cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with the Maryland Department of Natural Resources.

**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 20** favorable reports by the Planning Commission on October 27, 2016 on Transfers of Funds approved by the Board of Estimates at its meetings on October 12, October 19, and October 26, 2016.

The Board **NOTED 20** favorable reports on Capital Transfers of Funds approved by the Board of Estimates at the meetings on October 12, October 19, and October 26, 2016.

**MINUTES**Department of Planning - Grant Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to delegate authority to the Director of the Baltimore City Department of Planning to apply electronic approval on behalf of the Mayor and City Council (M&CC) of Baltimore to accept a Grant Agreement from the U.S. Department of Commerce, Economic Development Administration (EDA), in connection with the Made In Baltimore Campaign. The period of the Grant Agreement is September 30, 2016 through September 30, 2018.

**AMOUNT OF MONEY AND SOURCE:**

\$110,650.00 - 4000-400017-1875-188500-400000 - Federal Share -  
(EDA)  
111,850.00 - Department of Planning Non-Federal Matching Share  
**\$222,500.00 - Total Project Costs**

**BACKGROUND/EXPLANATION:**

In order to formally enter into the Grant Agreement with the M&CC, it is necessary for the Director to electronically execute the agreement to implement the terms of the grant. The U.S. Department of Commerce, EDA, requires that the Grant Agreement be accepted by means of electronically signing the Special Award Conditions on its "Grants Online" website.

The purpose of the EDA planning investments is to provide support for "The Made for Baltimore Business Certification Program." The program would create a locally-made brand platform for Baltimore-based manufacturers, allowing them to brand their products, businesses, and websites with the 'Made In Baltimore' seal and be listed on a central online business directory.

The purpose of such a platform is to elevate the presence of local manufacturing companies, helping them to grow their market among regional consumers and institutional buyers. In addition to the online directory, the "Made In Baltimore" platform will

**MINUTES**Department of Planning - cont'd

be used as a marketing tool for promotion in the real world, by organizing retail events, vendor fairs, and factory tours for participating businesses. The "Made In Baltimore" staff will also promote member businesses by arranging retail display opportunities in existing stores, and by directly promoting appropriate businesses to larger buyers, such as procurement of Baltimore's anchor institutions.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board delegated authority to the Director of the Baltimore City Department of Planning to apply electronic approval on behalf of the Mayor and City Council of Baltimore to accept a Grant Agreement from the U.S. Department of Commerce, Economic Development Administration, in connection with the Made In Baltimore Campaign.

**MINUTES**

Department of Public Works - Association of Metropolitan  
Water Agencies Membership

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the City's membership and first year of dues with the Association of Metropolitan Water Agencies (AMWA).

**AMOUNT OF MONEY AND SOURCE:**

\$14,199.00 - 2071-000000-5541-398600-603022

**BACKGROUND/EXPLANATION:**

The AMWA is an organization of the largest publicly owned drinking water systems in the United States. The AMWA represents the interests of these water systems by working with Congress and federal agencies to ensure federal laws and regulations protect public health and are cost-effective. In the realm of utility management, the AMWA provides programs, publications, and services to help water suppliers be more effective, efficient, and successful.

The AMWA dues are based on the size of the population served. As Baltimore City Water Utility serves a population of approximately 1.8 million, the second year of dues is \$14,199.00. Dues are for the year ending December 31, 2017.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved the City's membership and first year of dues with the Association of Metropolitan Water Agencies.

**MINUTES**Department of Public Works - Joint Funding Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Joint Funding Agreement with the Department of the Interior, United States Geological Survey (USGS). The period of the agreement is October 1, 2016 through September 30, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$125,620.00	-	2071-000000-5181-399800-603026
50,945.00	-	2070-000000-5181-399700-603023
8,310.00	-	2071-000000-5521-632620-603026
<b>\$184,875.00</b>		

**BACKGROUND/EXPLANATION:**

The agreement provides authorization for the continued operation and maintenance for 13 flow-gauging stations located within Prettyboy, Loch Raven and Liberty Reservoir Watersheds, and Moores Run Station, in Baltimore City. Because the USGS's fiscal year does not align with the City's fiscal year, payments will need to be made over 2 fiscal years.

The USGS has been under contract to operate the City's Reservoir Stream Gauging Network since 1982. The data collected is used to estimate pollutant loadings and flow to the reservoirs and is vital to the City's Reservoir Management Program. The Moores Run Station is required under the National Pollution Discharge Elimination System Permit program and has been in service since 1995.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**MINUTES**Department of Public Works - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Joint Funding Agreement with the Department of the Interior, United States Geological Survey.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

- |  |        |         |
|--|--------|---------|
| 1. ATLANTIC MACHINERY,<br>INC.   | \$0.00 | Renewal |
| Solicitation No. B50003846 - Sewer Cleaning Tools -<br>Department of Public Works - P.O. No. P529324 |        |         |

On November 20, 2014, the City Purchasing Agent approved the initial award in the amount of \$20,000.00. The award contained two 1-year renewal options. On November 4, 2015, the Board approved the first renewal in the amount of \$10,000.00. This final renewal in the amount of \$0.00 is for the period November 19, 2016 through November 18, 2017.

- |  |         |         |
|--|---------|---------|
| 2. VEHICLE MAINTENANCE<br>PROGRAM, INC.  | \$ 0.00 | Renewal |
| Contract No. B50004428 - Truck Chains & Links -Fire<br>Department - P.O. No. P534005 |         |         |

On December 24, 2015, the Board approved the initial award in the amount of \$26,700.00. The award contained two 1-year renewal options. This first renewal in the amount of \$0.00 is for the period December 23, 2016 through December 22, 2017, with one 1-year renewal option remaining.

- |  |             |         |
|--|-------------|---------|
| 3. BALTIMORE CITY METRO<br>UMPIRE ASSOCIATION INC.   | \$30,225.00 | Low Bid |
| Solicitation No. B50004744 - Softball Umpire Services -<br>Department of Recreation and Parks - Req. No.to be<br>determined. |             |         |

The period of the award is November 9, 2016 through November 8, 2017, with four 1-year renewal options remaining.



## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

- |   |             |         |
|---|-------------|---------|
| 4. CITIROOF CORP.   | \$19,350.00 | Renewal |
| Solicitation No. B50003843 - Gutter Cleaning for Recreation Centers -Department of Recreation and Parks -P.O. No. P529694 |             |         |

On December 18, 2014, the City Purchasing Agent approved the initial award in the amount of \$8,170.00. The award contained three 1-year renewal options. On January 8, 2016, the City Purchasing Agent approved the first renewal in the amount of \$8,170.00. This second renewal in the amount of \$19,350.00 is for the period November 9, 2016 through November 8, 2017, with one 1-year renewal option remaining.

- |   |                |         |
|---|----------------|---------|
| 5. VOLUME SERVICES, INC.  |                |         |
| d/b/a CENTERPLATE   | \$4,500,000.00 | Renewal |
| Contract No. B50001050 - Manage and Operate the Food and Beverage Service for the Baltimore Convention Center -P.O. No. P511583 |                |         |

On November 4, 2009, the Board approved the initial award in the amount of \$11,550,000.00 for revenue. The award contained three 1-year renewal options for the continuation of food and beverage management for various events at the Baltimore Convention Center. The vendor has exceeded the minimum revenue required for the initial term of the contract, and therefore it has been determined that the contract be renewed with an anticipated minimum revenue of \$4,500,000.00. This renewal is for the period December 22, 2016 through December 21, 2019, with no renewal options remaining.

**MWBOO SET GOALS OF 25% MBE AND 3% WBE.**

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR AMOUNT OF AWARD AWARD BASIS

Bureau of Purchases

	<u>Commitment</u>	<u>Performed</u>	
<b>MBE:</b> Assured Vending Co. LLC		\$ 186,831.19	
Baltimore Winfield Showcase		73,135.06	
Banquets & More Services, Inc.		1,084,148.10	
Davis & Davis, Inc.		13,416.90	
Eastern Food Services		234,099.74	
Mil-Ray Food Company		<u>470,386.35</u>	
	25%	<b>\$2,062,017.34</b>	52%
 <b>WBE:</b> Shalom Catering Corporation		 \$ 173,187.98	
Flowers by Chris		<u>89,844.45</u>	
	3%	<b>\$ 263,032.43</b>	7%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

6. LORENZ LAWN & LANDSCAPE  
INC. d/b/a LORENZ INC. \$100,000.00 Renewal  
 Contract No. B50004158 - Mowing and Flower Bed Maintenance -  
 Department of Transportation - P.O. No. P533158

On October 7, 2015, the Board approved the initial award in the amount of \$87,980.00. The award contained two 1-year renewal options. This first renewal in the amount of \$100,000.00 is for the period October 7, 2016 through October 6, 2017, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

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

	<u>Commitment</u>	<u>Performed</u>	
<b>MBE:</b> 4 Evergreen Lawn Care	27%	\$19,234.18	27%
<b>WBE:</b> Fouts Lawn Care Corp. Inc.	9%	\$ 7,380.06	10%

**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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Bureau of Purchases - cont'd

- |   |         |         |
|---|---------|---------|
| 7. KALYANI ENVIRONMENTAL SOLUTIONS, LLC   | \$ 0.00 | Renewal |
| Contract No. B50002986 - Response Service for Oil Spill & Hazardous Waste Cleanup - Department of General Services - P.O. No. P525512 |         |         |

On November 13, 2013, the Board approved the initial award in the amount of \$243,100.00. The award contained two 1-year renewal options. This first renewal in the amount of \$0.00 will provide for the continuation of on-call service for hazardous spills removal. The period of the renewal is November 13, 2016 through November 12, 2017, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

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

- |  |         |         |
|--|---------|---------|
| 8. ALLIED CONTRACTORS, INC.<br>SUNBELT RENTALS, INC.<br>H & E EQUIPMENT SERVICES, INC.<br>METRO BOBCAT, INC. | \$ 0.00 | Renewal |
| Contract No. B50003116 - Construction Equipment Rental Services - Agencies - Various - P.O. Nos. Various     |         |         |

On October 23, 2013, the Board approved the initial award in the amount of \$1,000,000.00. The award contained two 1-year renewal options. This first renewal in the amount of \$0.00 is for the period November 15, 2016 through November 14, 2017, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

**MWBOO GRANTED A WAIVER.**

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
9. LILITH, INC. d/b/a		
JIM ELLIOTT'S TOWING	\$200,000.00	
MCDEL ENTERPRISES, INC.	500,000.00	
	<u>\$700,000.00</u>	Renewal

Contract No. B50002397 - Citywide Violation Towing Services - Department of Transportation - P.O. Nos. P523420 and P522180

On November 21, 2012, the Board approved the initial award in the amount of \$498,000.00. The award contained two renewal options. Subsequent increases, one renewal, and an additional award were approved. This final renewal in the amount of \$700,000.00 is for the period December 1, 2016 through November 30, 2017. The above amount is the City's estimated requirement.

**MWBOO SET GOALS OF 10% MBE AND 3% WBE.**

Lilith, Inc. dba Jim Elliot's Towing

	<u>Commitment</u>	<u>Performed</u>	
<b>MBE:</b> McDel Enterprises	10%	\$8,436.00	11.4%
<b>WBE:</b> Doug's Auto Recycling, Inc.	2.75%	\$2,300.50	3.1%
The Baltimore Auto Supply, Co.	0.25%	248.55	0.3%
	<u>3.00%</u>	<u>\$2,549.05</u>	<u>3.4%</u>

**MWBOO FOUND VENDOR IN COMPLIANCE.**

McDel Enterprises, Inc.

<b>MBE:</b> Apex Petroleum Corporation	10%	\$80,064.98	21%
<b>WBE:</b> Cherry Hill Fabrication, Inc.	3%	\$11,484.46	3%

**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>
<u>Bureau of Purchases</u>		
10. <u>ITEM #A</u>		
JOBE & COMPANY, INC.	\$ 5,000.00	
<u>ITEMS #B, C, D, E &amp; F</u>		
FLOW CONTROLS, INC.	100,000.00	
<u>ITEMS #G &amp; H</u>		
HWC ENTERPRISES LLC		
f/k/a HYDRATEC INC.	\$ 45,000.00	
	<u>\$150,000.00</u>	Increase

Contract No. B50002723 - Gauges, Pressure, Level Measurement Instrumentation, and Recorders - Department of Public Works - Bureau of Water and Wastewater - P.O. Nos. P522579, P522580 and P522581

On January 30, 2013, the Board approved the initial award in the amount of \$200,000.00. On November 26, 2014, the Board approved the sole renewal option in the amount of \$200,000.00. Due to increased usage an increase in the amount of \$150,000.00 is necessary. This increase will make the award amount \$550,000.00. The contract expires on January 30, 2017. The above amount is the City's estimated requirement.

**MWBOO GRANTED A WAIVER.**

11. AARON SHAWN BELL		
t/a A.S.B.	\$100,000.00	Increase
Contract No. B50004643 - Carpet, Floor, Drapery and Upholstered Furniture Cleaning - Department of General Services - P.O. No. P536188		

On July 14, 2016, the City Purchasing Agent approved the initial award in the amount of \$24,999.00. The award contained four 1-year renewal options. Subsequent actions have been approved. Due to unforeseen increased usage, an

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

increase in the amount of \$100,000.00 is necessary. This increase will make the award amount \$186,999.00. The contract expires on July 17, 2017 with four 1-year renewal options remaining. The above amount is the City's estimated requirement.

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

12. J.C. EHRLICH CO.,  
INC. \$ 53,978.00 Selected Source  
Contract No. 06000 - Integrated Pest Management Program -  
Department of General Services - Req. No. R743751

The Department of General Services requires an integrated pest management program, including K-9 bed bug detection in public spaces. Ehrlich Pest Control has provided a sound technical approach as well as a fair and reasonable price proposal. The period of the award is November 02, 2016 through November 1, 2017. The above amount is the City's estimated requirement.

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

13. TRIANGLE SIGN & Selected Source/  
SERVICE, LLC \$269,845.00 Agreement  
Solicitation No. 06000 - Fabrication and Installation of  
Gateway Signs - Department of Transportation - Req. No.  
R745868

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

The Board is requested to approve and authorize execution of an Agreement with Triangle Sign & Service, LLC. The period of the agreement is November 9, 2016 through January 31, 2017.

The Department of Transportation and the Mayor's Office have undergone an extensive and vigorous vetting process through the issuing of an RFP and a juried, point-based grading system consisting of design professionals, transportation experts, and otherwise impartial individuals to select the design of the new Gateway signs to be installed at key points of entry to the City.

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

- |   |              |             |
|---|--------------|-------------|
| 14. BIOLYTICAL LABORATORIES,<br>INC.  | \$131,098.50 | Sole Source |
| Solicitation No. 08000 - Rapid HIV Test Kits - Health Department - Req. No. R742211 |              |             |

The INSTI Rapid HIV Test Kit from Biolytical Laboratories, Inc. is the only test system approved by the FDA for use in the United States, which provides HIV test results in 60 seconds. Quick results will allow clinicians to examine a larger number of patients and quickly begin treatment for those that test positive for HIV, lowering the spread of the HIV virus.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

The period of the award is November 1, 2015 through October 31, 2016, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

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

15. RHINEHART RAILROAD	\$35,976.00 - Monthly Maintenance	
CONSTRUCTION, INC.	50,000.00 - Repairs	
	<u>\$85,976.00</u>	Sole Source

Solicitation No. 08000 - Railroad Inspections, Maintenance and Emergency Response - Department of Transportation - Req. No. R744000

The Board is requested to approve an award for the City's railroad monthly safety inspections and maintenance, and emergency response and repairs on an as needed basis. The vendor is the only contractor that performs this kind of specialized service for the Baltimore area and the vendor has previously provided emergency services to the City. The period of the award is November 9, 2016 through November 8, 2018, with two 2-year renewal options remaining. The above amount is the City's estimated requirement.

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



## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

16. SIMPLY GOOD, LLC	Revenue Contract	Extension
Contract No. B50001651 - Provide Concession Stand Staff and Services - Department of Recreation and Parks - P.O. No. P516025		

On December 8, 2010, the Board approved the initial award. The award contained two renewal options. Both renewal options have been exercised and subsequent actions have been approved. This extension is necessary to ensure uninterrupted services to the agency while a new solicitation is advertised. The period of the extension is December 8, 2016 through March 7, 2017. The above amount is the City's estimated requirement.

**MWBOO GRANTED A WAIVER.**

17. ALL CAR LEASING, INC. d/b/a NEXTCAR	\$500,000.00	Ratification
Contract No. B50001508 - Provide Various Rental Vehicles for the City of Baltimore - Police Department - P.O. No. P514005		

On July 14, 2010, the Board approved the initial award in the amount of \$2,000,000.00. The award contained two renewal options. Both renewals have been exercised and subsequent actions have been approved. This request is to pay outstanding invoices for vehicles requested during the term of the contract. The contract expired on July 31, 2016. The above amount is the City's estimated requirement.

**MWBOO GRANTED A WAIVER.**

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

18. HACH COMPANY	\$200,000.00	Cooperative Purchasing
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Contract No. 6369 - Washington Suburban Sanitation Commission (WSSC) Master Agreement for Laboratory Supplies and Reagents for Hach Instruments - Department of Public Works - Req. No. to be determined.

In the past, the City has purchased Hach consumables on a sole source basis, for use in City water quality laboratory equipment. As a member of Baltimore Regional Cooperative Purchasing Committee, the City is entitled to participate in this contract, which will provide the City with access to the Hach products at more favorable terms, including product discounts and free delivery.

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

VENDOR RETAINER FEE

19. HARFORD TREE EXPERTS & LANDSCAPING, INC.	\$ 20,000.00	
WAYNETTA MITCHELL d/b/a CARROLL CONCRETE CONSTRUCTION CO.	14,000.00	
AB TRUCKING & CONTRACTING LLC	6,400.00	
A HALCON CONTRACTORS, INC. SARAH E. COLEMAN d/b/a FOUR SEASONS NURSERY & LANDSCAPE SERVICES	3,200.00 7,200.00	

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
CORPORATE MAINTENANCE GROUP, LLC	32,000.00	
LJW INC.	2,000.00	
LORENZ LAWN & LANDSCAPE INC. d/b/a LORENZ INC.	49,600.00	
PL SPECIALIST LLC	3,200.00	
D & B CONSTRUCTION, INCORPORATED	21,600.00	
LG CONSTRUCTION, INC.	3,200.00	
AMERICAN HERITAGE EXCAVATING LLC	48,800.00	
P2 CLEANING SERVICES, LLC	7,200.00	
ASHBRITT, INC.	0.00	
STEVEN R. SCHULTE d/b/a S.R. SCHULTE CONTRACTING	2,800.00	
METROPOLITAN INDUSTRIAL SERVICES, LLC	0.00	
CRUSSE CONSTRUCTION LLC	12,000.00	
MANUEL LANDSCAPING INC.	17,600.00	
DESTINY GROUP, INC. d/b/a KMT CONTRACTORS	2,000.00	
	<u>\$ 252,800.00</u>	Retainer Fees
	<u>4,747,200.00</u>	Snow Removal Services
	<b><u>\$5,000,000.00</u></b>	

Solicitation No. B50004618 - Master Snow Removal Services -  
Department of Transportation - Req. Nos. Various

Vendors were solicited by posting on CitiBuy, e-Maryland marketplace and in local newspapers. The 21 responses

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

received were opened on August 17, 2016. This contract is for contingency snow removal services and equipment should the City's snow removal forces require augmentation. Vendors will be paid a retainer fee to ensure their availability to supply services on an on-call basis at the City's set rates. The period of the award is November 9, 2016 through April 30, 2019, with two 1-year renewal options.

**MWBOO GRANTED A WAIVER.**

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, increases to contracts and extensions. The Board approved and authorized execution of the Selected Source/Agreement with Triangle Sign & Services, LLC (item no. 13).

MINUTES

RECOMMENDATIONS FOR AWARDS/REJECTION

\* \* \* \* \*

On the recommendations of the City agency  
 hereinafter named, the Board,  
 UPON MOTION duly made and seconded,  
 awarded the formally advertised contracts  
 listed on the following pages:

4629 - 4648

to the low bidders meeting the specifications,  
 except for item nos. 1 through 6, which  
 were awarded to the Protestant,  
 and rejected the bid as indicated for the  
 reasons stated.

The Transfers of Funds were approved  
 SUBJECT to receipt of favorable reports  
 from the Planning Commission,  
 the Director of Finance having  
 reported favorably thereon,  
 as required by the provisions of the  
 City Charter.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

1. TR 17011, P. Flanigan & Sons, \$2,025,961.60  
 Resurfacing Highway Inc.  
 at Various locations  
 Northeast Sector I

**MWBOO SET GOALS OF 19% MBE AND 7% WBE.**

<b>MBE:</b> Priority Construction Corporation	\$365,200.00	18.0%
Powell's Trucking Company, Inc.	10,000.00	0.5%
CBY Enterprises, Inc.	10,000.00	0.5%
	<u>\$385,200.00</u>	<u>19.0%</u>
<b>WBE:</b> River Transport, Inc.	\$115,000.00	5.7%
Fallsway Construction Company, LLC	10,000.00	0.5%
B & J Sweeping & Sons, Inc.	17,000.00	0.8%
	<u>\$142,000.00</u>	<u>7.0%</u>

**MWBOO FOUND VENDOR IN COMPLIANCE.**

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$2,431,153.92	9950-903846-9515	
State Constr. Rev.	Constr. Reserve Resurfacing Northeast	
\$2,025,961.60	-----	9950-906721-9514-6 Structural & Improvements

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
303,894.24	-----	9950-906721-9514-5 Inspection
<u>101,298.08</u>	-----	9950-906721-9514-2 Contingencies Resurfacing Highways NE Sector I
<b>\$2,431,153.92</b>		

This transfer will fund the costs associated with project TR 17011 Resurfacing Highways NE Sector I with P. Flanigan & Sons, Inc.

- 3. TR 17012, P. Flanigan & Sons, \$1,939,966.00  
Resurfacing Highways Inc.  
at Various Locations  
Northwest Sector II

**MWBOO SET GOALS OF 19% MBE AND 7% WBE.**

<b>MBE:</b> Priority Construction Corporation	\$339,000.00	17.47%
Powell's Trucking Company, Inc.	15,000.00	0.77%
CBY Enterprises, Inc.	15,000.00	0.77%
	<u>\$369,000.00</u>	<u>19.01%</u>
<b>WBE:</b> River Transport, Inc.	\$110,000.00	5.7%
Fallsway Construction Company, LLC	10,000.00	0.5%
B & J Sweeping & Sons, Inc.	16,000.00	0.8%
	<u>\$136,000.00</u>	<u>7.0%</u>

**MWBOO FOUND VENDOR IN COMPLIANCE.**

## MINUTES

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

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
4.	<b>\$2,327,959.20</b>	9950-908214-9515	
	State Constr.	Constr. Reserve	
	Rev.	Resurfacing	
		Northwest	
	\$1,939,966.00	-----	9950-907722-9514-6
			Structural &
			Improvements
	290,994.90	-----	9950-907722-9514-5
			Inspection
	<u>96,998.30</u>	-----	9950-907722-9514-2
			Contingencies
			Resurfacing
			Highways NW Sector II
	<b>\$2,327,959.20</b>		

This transfer will fund the costs associated with project TR 17012 Resurfacing Highways NW Sector II with P. Flanigan & Sons, Inc.

5.	TR 17013,	P. Flanigan & Sons,	\$1,679,579.00
	Resurfacing Highway	Inc.	
	at Various locations		
	Southwest Sector III		



MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation - cont'd

**MWBOO SET GOALS OF 20% MBE AND 8% WBE.**

<b>MBE:</b> Priority Construction Corporation	\$316,100.00	18.82%
Powell's Trucking Company, Inc.	10,000.00	0.60%
CBY Enterprises, Inc.	10,000.00	0.60%
	<u>\$336,100.00</u>	<u>20.02%</u>
 <b>WBE:</b> River Transport, Inc.	 \$110,000.00	 6.5%
Fallsway Construction Company, LLC	8,000.00	0.5%
B & J Sweeping & Sons, Inc.	16,600.00	<u>1.0%</u>
	<u>\$134,600.00</u>	<u>8.0%</u>

MWBOO FOUND VENDOR IN COMPLIANCE.

6. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$2,015,494.80	9950-909215-9515	
State Constr. Rev.	Constr. Reserve Resurfacing Southwest	
 \$1,679,579.00	 -----	 9950-907723-9514-6
		Structural & Improvements

## MINUTES

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

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
251,936.85	-----	9950-907723-9514-5 Inspection
<u>83,978.95</u>	-----	9950-907726-9514-2 Contingencies Resurfacing Highways SW Sector II
<b>\$2,015,494.80</b>		

This transfer will fund the costs associated with project TR 17013 Resurfacing Highways SW Sector III with P. Flanigan & Sons, Inc.

A PROTEST WAS RECEIVED FROM ROBERT FULTON DASHIELL ON BEHALF OF M. LUIS CONSTRUCTION CO., INC. FOR ITEM NOS. 1 THROUGH 6.

A RESPONSE TO THE PROTEST FROM M. LUIS CONSTRUCTION CO., INC. WAS RECEIVED FROM GALLAGHER EVELIUS & JONES, LLP ON BEHALF OF P. FLANIGAN & SONS, INC. FOR ITEM NOS. 1 THROUGH 6.

# *Robert Fulton Dashiell, Esq. P.A.*

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*Managing Partner*  
*robertdashiell@dashiell-lawoffice.com*

*Senchal Dashiell Barrolle*  
*Partner*  
*sbarrolle@dashiell-lawoffice.com*

November 7, 2016

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

Attn: Clerk

Re: Protest by M. Luis Construction/ TR17011, TR17012, & TR17013

Dear Honorable Board Members:

M. Luis Construction Co., Inc. ("M. Luis"), through its undersigned counsel, hereby protests the recommended award of the above referenced contracts (the "Contracts") to P. Flanigan and Sons, Inc. ("Flanigan") on the grounds that such awards would violate Art. VI, Section 4(g) of the City Charter, which prohibits award of the contracts to any firm other than M. Luis, the lowest responsible and responsive bidder. The amounts bid by M. Luis and Flanigan are:

	M. Luis	Flanigan
TR. 17011:	\$1,993,522.41	\$2,025,961.60
TR. 17012:	\$1,829,535.71	\$1,939,966.00
TR. 17013:	\$1,668,371.31	\$1,679,579.00

On information and belief, the acting director of the Department of Transportation (DOT) has determined that the bids submitted by M. Luis were non responsive because even though it acknowledged the local hiring requirement for contracts under \$300,000, M. Luis failed to execute the bid document containing the same requirement for contracts over \$300,000.<sup>1</sup>

On June 9, 2011, the Mayor issued an Employ Baltimore Executive Order establishing local hiring goals. On December 10, 2013, the BOE approved revisions to the Executive Order to

---

<sup>1</sup> We cannot be certain about the basis for DOT's finding regarding M. Luis because DOT declined to respond to two requests we made for information. My second request was by letter dated September 27, 2016, wherein I stated "As I stated in my email message to you on 9/26/16, my understanding is that you intend to recommend award of the contracts to the second low bidder instead of my client, M. Luis, the low bidder on all three. Please advise whether that is your intention and, if so, why." A copy of that letter is attached as Exhibit 1.

align it with the terms of the Local Hiring Ordinance (City Council Bill 12-0159), which was due to take effect on December 23, 2013. The Executive Order applies to certain contracts up to \$300,000, whereas the Ordinance applies to certain contracts of \$300,000 or greater. Both are administered by the Mayor's office of Employment Development (MOED). On its website MOED provides that "All city bids, RFP's and requests for bid packages and final contracts must include reference to the requirements of the Law. All bid documents and contracts subject to the Law will include a section referencing the requirements of the Law. The bidder's signature will verify a commitment to abide by the Law". See Exhibit 2.

Thus, bid documents need only reference the Law and a bidder's obligation to comply is inferred from execution of the bidder affidavit. The Board confirmed that interpretation at its meeting on April 2, 2014, in a protest over the recommended award of contract # B50003276. In that matter, the Comptroller asked the City Purchasing Agent whether a bidder was required to execute a document of some sort as confirmation of its obligation to abide by the Law. The City Purchasing Agent stated unequivocally that a bidder's execution of the bid affidavit bound the bidder to comply with the Law and the Board proceeded to award the contract as recommended. A copy of the minutes from that meeting is attached as Exhibit 3. Again, at its meeting on September 7, 2016, the BOE awarded contract Tr.17014, where there was no requirement for a bidder to execute and submit a document expressly agreeing to abide by the Law. A bidder's inherent obligation to abide by subsisting laws has been judicially affirmed as well. See, e.g., **Demory Bros., Inc. v. Board of Public Works, 20 Md. App. 467 (1974)**.

Moreover, even if M. Luis' failure to sign the over \$300,000 document is judged as a defect, the Board would be justified in waiving it as a minor irregularity because M. Luis' intention to comply with the law is clear from the local hiring document it did acknowledge. It simply makes no sense that M. Luis intended to restrict its agreement to comply to contracts under \$300,000, when its bid for each of the contracts well exceeded that amount. Even the failure to sign a bid itself may be waived as a minor irregularity where, as here, the bid is accompanied by other materials clearly indicating the bidder's intent to be bound. **COMAR 21.06.02.04; L.S. Lee, Inc., 2463 & 2468 MSBCA (2005)**. (The failure to sign a bid may be waived if the bidder's intention to be bound can be ascertained from documents submitted with the bid). That conclusion is unchanged even where the bid documents provide that the failure to sign will result in a determination of non-responsiveness. See, **Apollo Paving Company, Inc. MSBCA 1092 (1982)**.

For all of the foregoing reasons we respectfully request that you reject the recommendation from DOT and award the Contracts to M. Luis as the responsible bidder having submitted the lowest responsive bids.

Very truly yours



Robert Fulton Dashiell

## Exhibit 1

# *Robert Fulton Dashiell, Esq. P.A.*

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*Partner*  
*sbarrolle@dashiell-lawoffice.com*

September 27, 2016

Frank Murphy, Acting Director  
Baltimore City Department of Transportation  
417 E. Fayette Street, 5<sup>th</sup> Floor  
Baltimore, Maryland 21202

Re: M. Luis Construction/Tr. 17011,17012 and 17013

Dear Mr. Murphy:

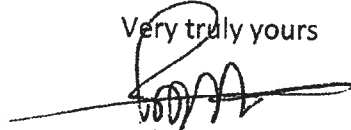
As I stated in my email message to you on 9/26/16, my understanding is that you intend to recommend award of the above referenced contracts to the second low bidder instead of my client, M. Luis, the low bidder on all three. Please advise whether that is your intention and, if so, why.

The issue, I believe, is that M. Luis completed the page in the bid documents confirming its intent to abide by the city hiring goal on contracts up to \$300,000, but neglected to execute the page with identical language that pertained to contracts, such as these, over \$300,000. It is obvious that my client intended to acknowledge agreement to the language relevant to the dollar amount of its bids. Moreover, the hiring goal is incorporated under city ordinance which, by execution of the bids, my client is obligated to comply with in any event. That a bidder is so obligated is evident from the fact that DOT did not include the relevant hiring goal page in the bid documents for contracts bid the very next week. Finally, because compliance with the hiring goal is mandatory, whether or not expressly included in the bid documents, my client's failure to sign that one page affected neither price, quality, quantity nor time of performance. It was, at worst, a quintessential minor irregularity.

I am aware of the fact that there was an admonition that a finding of non-responsiveness could result from not signing the page in question here. However, there is ample authority for the fact that under circumstances such as those pertinent here that the failure to sign or even submits a "mandatory" bid document is a minor when the bidder has otherwise agreed to be bound by the contract terms.

Please advise me of your decision in this matter at your earliest convenience. Also, please forward to me a copy of any correspondence or communication you have received regarding this matter from any other bidders.

Very truly yours

A handwritten signature in black ink, appearing to read 'RFD', with a long horizontal flourish extending to the right.

Robert Fulton Dashiell

## Exhibit 2



## LOCAL HIRING LAW

### Rules and Regulations

1. The Local Hiring Law (Council Bill 12-0159) (the "Law") is applicable to all City contracts that are greater than \$ 300,000.00 , or agreements authorizing assistance that are within the terms of §27-2 of the Law executed by the City on or after the Law's effective date, December 23, 2013. The Law requires compliance by vendors/contractors and their subcontractors regardless of the subcontractor award amount and by all persons benefitting from an agreement involving more than \$5, 000,000.00 in assistance for a City subsidized project.
2. The Law only applies to the original term of contract awards greater than \$ 300,000.00. Extra Work Orders and contract modifications do not affect the applicability of the Law. Whether a City subsidized project is subject to the Law shall be finally determined when an agreement authorizing assistance valued at more than \$5,000,000.00 is executed by the City.
3. All City bids, RFP's and requests for bid packages and final contracts must include reference to the requirements of the Law. All bid documents and contracts subject to the Law will include a section referencing the requirements of the Law. The bidder's signature will verify a commitment to abide by the Law.
4. Upon contract award or approval of an agreement for subsidy covered by the Law, the contracting city agencies or agencies entering into an agreement for the City subsidized project must immediately complete the Mayor's Office of Employment Development (MOED) Vendor Contact form, providing contact information for each vendor/contract awarded and each beneficiary of a qualifying City subsidized project. MOED will contact the vendor or beneficiary upon receipt of the completed form from the city agency.
5. Within two weeks of the contract award or agreement for a City subsidized project covered by the Law, the awardee must work with a representative of the Mayor's Office of Employment Development (MOED) to complete an Employment Analysis that will project the total workforce and the "new hires" in the Baltimore area needed to fulfill the contract/agreement. That Analysis shall include all information reasonably required by MOED showing at a minimum general locations (Baltimore area or not) of all workforce positions required to complete the contract/agreement.
6. A Local Hiring Review Committee ("LHRC") will be established. The LHRC will be comprised of representatives/designees from the following:
  - Office of the City Council President
  - Office of the Deputy Chief of Economic Development and Neighborhoods
  - Mayor's Office of Employment Development
  - Office of the Director of Finance
  - Baltimore City's Procurement Office

- Baltimore Development Corporation
- Baltimore City Law Department
- Community Resident to be appointed by the President of the City Council

The LHRC will appoint a chair and meet no less than quarterly and as frequently as needed. Its primary role will be to review the monthly Employment Reports and to make recommendations to MOED regarding the approval or denial of any waiver requests made. The LHRC will also recommend to the Board of Estimates potential penalties and debarment for persons and others subject to the Law that has not complied with the Law. MOED will coordinate the materials to be presented to the LHRC and provide it with administrative staff support.

7. Vendors and others subject to the Law must submit Monthly Employment Reports by the fifth business day of the month for the preceding month beginning no later than 90 days after the Board of Estimates has awarded the contract or approved the agreement. City agency directors will be notified of persons or others subject to the Law that do not submit reports by the due date; continued delinquent persons or others subject to the Law will be reported to the LHRC.
8. Vendors and others subject to the Law that have binding collective bargaining agreements with unions will be granted a waiver from only utilizing MOED recruitment services, since they are bound by union regulations to utilize union halls. However, the persons or others subject to the Law must still meet the 51% residency requirement on new hires and must submit the monthly Employment Reports as required by the Law.
9. If MOED cannot fill a job posting provided by a vendor or others subject to the Law within the seven day period, the person or others subject to the Law must still meet the 51% residency requirement on new hires. This requirement will only be waived if : 1) the person or others subject to the Law requests a waiver in writing and can provide documentation that they made good faith efforts in the form of job posting and other recruitment methods and that there were insufficient qualified applicants to fill the available new positions or ; 2) the bidder is able to confirm in the bid process that the contract will be only for services that will be performed or for products that will be manufactured outside the Baltimore Metropolitan Area and as such, no new positions will be called for in Baltimore area.
10. The Law is not applicable to a contract or an agreement that is made by the City, or on its behalf with any person in the event of an emergency pursuant to Article VI, § 11 (e)(ii) of the Baltimore City Charter.
11. Definitions:
  - a. *Good Faith Effort* is defined as a set of activities conducted by the contractor/vendor or other person which demonstrate multiple types of outreach efforts have been made to City residents including, but not limited to: ads in local papers, paid local job boards, information to local educational and workforce organizations, as well as an objective review and rating of resumes of city residents. (§ 27-6 (B) (1))

b. *Substantially below appraised value* is the sale or transfer of land applicable to property that has been approved and sold for an amount below 30% of the appraised value. (§ 27-1 (C) (1))

c. *"Satisfactory Special Workforce Development Training or Placement Arrangement"* is defined as a written agreement with MOED or a recognized workforce partner for a customized training or On-The-Job-Training opportunity leading to unsubsidized employment. (§27-6(B) (3))

## Exhibit 3

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

President: "The next item on the non-routine agenda can be found on Page 42, Recommendations for Contract Awards/Rejections, Item 6, B50003276, Building Deconstruction. Will the parties please come forward?"

Mr. Robert Fulton Dashiell: "Uh -- again Mr. President, Good morning. My name is Robert Fulton Dashiell. I represent, represent JLN, the company that submitted the lowest responsive bid on this project. I also represent the Maryland Minority Contractors Association, who is represented here also today by its President, somewhere. Uh -- was here. Uh -- standing to my immediate left is Mr. Nnamdi, President of JLN and my client, and Mr. Pless Jones, who is President of the Maryland Minority Contractors Association, is uh -- to Mr. Nnamdi's immediate left. Thank you."

Mr. Tim Krus: "Tim Krus, City Purchasing Agent. This is the award of Building Deconstruction to Humanim, Inc. for \$690,289.00."

Mr. Dashiell: "Uh -- if I may, the basis -- the basis for our protest, Mr. President, and members of the Board, is simply

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

this -- this is an invitation, this solicitation was by way of an Invitation For Bids. That's plain and simple. It's not an RFP. It's not a Request for Proposals. There's no technical proposals for evaluation. It's just a flat old, traditional old-fashioned, garden variety Invitation For Bids. It's determined on the basis of, when the bids are opened on the Bid Date, it's who's got the lowest bid, and who's bid otherwise complies with the -- with the stated requirements in the bid documents and the only other one that matters was the submission of the bid bond. My client submitted a bid bond and, and, uh -- and it complied with the, with the applicable MBE requirements. You know from the man -- manner in which it was placed in the agenda that the proposed awardee did not comply, did not demonstrate compliance with the applicable MBE requirements of the contract, nor did they request a waiver. Now the only way -- that this Board historically has ever awarded a contract and permitted the awardee after the fact, to demonstrate compliance, is if, curiously, the same situation that's proposed here, which is to

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

say that either it was the only bidder, or that all the other bidders were non-compliant, were non-responsive. We had seven bidders, I think, for this contract, and guess what? The other six were all found to be non-responsive for some undisclosed reason. If you look at my protest letter, you won't find any - you won't find any substance in it. The reason that you won't find any substance in it is because even as I stand here today, I don't have the foggiest idea what in my client's bid was determined to be non-responsive; nor has, I have no idea. I mean, this is the kind of thing that caused a Vice President to resign and a county executive to go to jail, both in Baltimore County. This is the kind of thing that is the reason why there is a state procurement law so that it can be transparent, so that you can't invoke a, or even have a situation to where you can't have favoritism. You can't have an Invitation for Bids, open them up publicly, and then go decide in the back room who's going to get the contract. Don't help me."

City Solicitor: "Mr. Dashiell --"

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

Mr. Dashiell: "Don't help me, you can't do that. And, and, I, I wish I could be more precise and specific about what my objection is, but again, I don't, and Pless Jones doesn't know. He, his company was one of the bidders, and he's also the president of Maryland Minority Contractors Association, of which JLN is a member. We, we stand here today completely unaware of what in the world it was that caused sev -- six bidders to submit non-responsive bids. On a plain old garden variety deconstruction project."

City Solicitor: "Mr. Dashiell, have you asked informally or otherwise on what basis any of the other bidders were ruled to be non-responsive?"

Mr. Dashiell: "My clients have inquired, and they can tell you what information they were given, but again, it seems to me Mr. Nilson, in a public process, we're not talking about private works, we're talking about public works, in a public process, when you open bids publicly and you declare, now let me tell you what happens ordinarily when an IFB bid is determined to be non-responsive."



## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

It's done on the day of bid, because somebody looks at it, there's no bid bond present, the bid has not been executed, and you send it away immediately. You don't wait weeks after the fact, without ever telling the bidders what happened, without ever telling the bidders they can pick up their bids. There's no letter, there's no communication ever in writing from the City saying to these clients, telling them why their bids were non-responsive. This is a public process, Mr. Nilson."

City Solicitor: "I think, I'm sorry, I think the answer to my question was, "Yes" your clients asked uh -- somebody, for that information, right."

Mr. Dashiell: "Yes, yes one of my clients at least tried to find out what the basis was."

President: "You have to state your name."

Mr. Dashiell: "Tell them what you heard."

Comptroller: "State your name."

Mr. Nnamdi Iwuoha: "Good, good morning. My name is Nnamdi Iwuoha, I'm the President of JLN Construction Services. Um -- at the time the bid was submitted --"

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

Mr. Dashiell: "No, the question is, what were, have you been told about why your bid was determined to be non-responsive? If anything, that's the question."

Mr. Iwuoha: "Actually, nobody has told me why my bid was non-responsive. Based on the bid documents --"

Mr. Dashiell: "No, no."

President: "Mr. Dashiell, um -- if you're going to talk to him --"

Mr. Dashiell: "Mr. Nnamdi, we've got a very few minutes here. I don't want a dissertation about what you -- I don't want any speculation. Has anyone from the City sent you a letter, sent you an e-mail, called you, and said, 'This is why your bid is non-responsive'? Yes or no?"

Mr. Iwuoha: "No."

Mr. Dashiell: "Okay."

Comptroller: "I have a question."

President: "Comptroller."

Mr. Krus: "Tim Krus, City Purchasing Agent. If I could --"

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

Comptroller: "I have a question."

President: "Comptroller first."

Mr. Krus: "Certainly."

Comptroller: "Could you, based on what I just heard, there were several non-responsive bidders. Could you enumerate for us, for the Board, why they were non-responsive?"

Mr. Krus: "Certainly, and I know that you had sent an e-mail late that we didn't get a chance to respond to. We had six bidders for this, uh -- five bidders were non-responsive. The scope of this work is deconstruction, um -- which includes salvage and workforce development goals in order to comply with the terms of the deconstruction contract. So, in addition to the salvage requirements, the deconstruct -- the deconstruction contractors were - were -- were required to meet specific workforce development goals and clearly identify how they were going to meet those requirements and document those requirements. That particular requirement was not only addressed in the basic solicitation, but also in the addendum that we submitted on January 8<sup>th</sup>, noting that perspective bidders

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

should clearly identify both how they intend to meet this requirement and how they intend to document it as exemptions are likely to be limited. We received absolutely no questions from any of the contractors about this portion of the solicitation."

City Solicitor: "Would you say, I'm sorry, you received no questions or no information?"

Mr. Krus: "We received no questions. We have a Question and Answer tab on the bid. There were no questions submitted by the contractors on this, there were no exemptions from this major provision of the contract uh -- requested, and we proceeded to evaluate the bids and determined that only one bidder remaining had been responsive to these critical requirements in the contract. They were also the low bidder, and that is why we are recommending them for the award."

City Solicitor: "And I'm sorry, and what were the requirements? You said there were requirements. Well, could you -- could you be a little more specific?"

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

Mr. Krus: "The requirements --"

City Solicitor: "about the requirements that were not responded to by the other bidders?"

Mr. Krus: "The creation of a minimum of 24 full-time equivalent jobs for the duration of the contract and the performance of 90 percent of all labor by City residents."

Comptroller: "So the -- are the workforce goals -- they are required in the solicitation?"

Mr. Krus: "Absolutely."

Comptroller: "And can you provide us a copy of the addendum? Another question I have is where's the bidder to sign um -- to evidence that its commitment to abide by the law? Is there a place for the bidder to sign?"

Mr. Krus: "We had decided that by including the local hiring law with the solicitation that the bidder, in submitting their basic bid affidavit, is agreeing to comply with that, just as it is agreeing to comply with other items of the solicitation."

Comptroller: "What -- so, so my question is, the bidder agrees

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

to the local hiring when, among the affidavits it is executing, it is executing Affidavit Eight on Page B3? It reads, 'This is to certify that the bidder, offer or person on his behalf, has examined and understands the specifications, including general conditions and the bid documents, has had an adequate opportunity to ask questions, has visited the City's facility, or has otherwise familiarized himself with the local conditions under which the work is to be performed and that his bid or proposal is based upon the specifications and requirements as described in the solicitation documents.' So wouldn't that suffice if they signed --"

Mr. Krus: "That that is correct. That is all they need to sign, and we have determined in the City that that suffices."

Mrs. Erin Sher-Smyth: "Good morning. Erin Sher-Smyth, Bureau of Purchases, and I just want to address that there are two components - one is the local hiring, uh -- which has certain requirements, but this solicitation actually had additional requirements, so uh -- merely signing the bid would not have fulfilled the requirements of the solicitation which clearly in

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DHCD - B50003276 - cont'd

more than one place said that you had to address it and say how you would meet the requirement to have the 24 full-time positions."

City Solicitor: "That, that's the one that's not covered by the law, the 24 full-time positions?"

Mrs. Sher-Smyth: "Correct. So to comply with local hiring, you actually don't need to have any new positions as long as your new positions are advertised and filled in accordance with local hires. So this solicitation actually requires additionally that there be 24 new positions, which you can comply with local hiring and actually create no new positions if you feel you don't need any. So this was uh -- really a workforce and training solicitation in which the 24 uh -- primarily City residents would be trained to deconstruct buildings. This was the material part of the solicitation."

Comptroller: "Can you show me where the additional requirements are in the bid?"

November 8, 2016

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

Re: Department of Transportation  
Contracts TR17011, TR17012, and TR17013  
Response to Bid Protest of M Luis Construction

Dear Honorable President and Members of the Board of Estimates:

On behalf of P. Flanigan & Sons, Inc. ("Flanigan"), I write to respond to the November 7, 2016 bid protest of M. Luis Construction ("M. Luis"). Flanigan, not M. Luis, is the lowest responsive and responsible bidder and should be awarded the above-referenced contracts. M. Luis failed to complete the Local Hiring Certification and Compliance Statement ("Local Hiring Certification") for each contract, and thereby failed to commit to complying with the Local Hiring Law (City Council Bill 12-0159). The Local Hiring Certification provides, in bold text at the top of page 1, as follows:

**CERTIFICATION STATEMENT: Complete and submit this certification statement with your bid package. Your bid will be considered non-responsive if you fail to include this signed document.**

See Exhibit 1-3 (emphasis added). Notwithstanding this clear and mandatory language, M. Luis failed to complete, sign, or attach the Local Hiring Certification. This omission is material and renders M. Luis's bids non-responsive, which leaves Flanigan as the lowest responsive bidder.

M. Luis argues that its signature on the bid affidavit was adequate to show it will comply with the Local Hiring Law. M. Luis is wrong. As the Minutes to the Board's proceedings with respect to Contract #B50003276 establish (see Exhibit 3 to M. Luis Bid Protest), City Purchasing Agent Tim Krus determined that "by including the local hiring law *with the solicitation*," "the bidder, in submitting their basic bid affidavit, is agreeing to comply with that, just as it is agreeing to comply with other items of the solicitation." Minutes at 1196 (emphasis added). The Comptroller observed at the same meeting, reading from the bid affidavit, that the signature on the bid affidavit "certif[ies] that the bidder ... has examined and understands the specifications, including general conditions and the bid documents ... and that his bid or proposal is based upon the specifications and requirements as described in the solicitation documents." Minutes at 1196-97. In other words, inclusion of the Local Hiring Law in the bid documents for Contract



GALLAGHER  
EVELIUS & JONES LLP  
ATTORNEYS AT LAW

Clerk, Board of Estimates  
City of Baltimore  
November 8, 2016  
Page 2

#B50003276 made it possible for the City to rely on the bidder's signature on the bid affidavit to establish the bidder's commitment to complying with the Local Hiring Law. Here, however, the Local Hiring Law was *not included* among the solicitation documents. The only way bidders could establish their commitment to complying with that Local Hiring Law with respect to Contracts TR17011, TR17012, and TR17013 was to sign and attach the Local Hiring Certification. M. Luis failed to do so.

M. Luis also argues that its failure to execute and attach the Local Hiring Certification should be viewed as a "minor irregularity" because M. Luis executed an Employ Baltimore Certification Statement, which indicates M. Luis's commitment to comply with the June 9, 2011 Executive Order issued by the Mayor. But that certification applies to contracts less than \$300,000, and does not replace the Local Hiring Certification, since TR17011, TR17012, and TR17013 are each for amounts greater than \$300,000. The Notice to Bidders checklist that was included in the solicitations provides a list of items that "*must occur* as part of your bid submission or your bid may be deemed non-responsive." Exhibits 4-6. The checklist includes the following item: "Complete the Employ Baltimore certification statement (for contracts under \$300,000) *or* the Local Hiring Certification Statement (for contracts \$300,000.00)." *Id.* (emphasis added). Because the relevant contracts are for more than \$300,000, bidders could only comply with this item by executing the Local Hiring Certification. The frequently asked questions from the website of the Mayor's Office of Employment Development ("MOED") confirm that the Local Hiring Law does not replace the Employ Baltimore Executive Order:

- Q: Does the new Local Hiring Law replace the Employ Baltimore Executive Order?
- A: No, the new law, effective December 23, 2013, has different financial thresholds. Contracts must be 1) greater than \$300,000 for City contracts; and 2) over \$500,000 in assistance for City-subsidized projects. The Employ Baltimore Executive Order will still be applicable to contracts between \$50,000.01 and \$300,000.

Exhibit 7. In sum, M. Luis's execution of the Employ Baltimore Certification Statement does not establish its agreement to comply with the Local Hiring Law, and its failure to execute and attach the Local Hiring Certification is fatal to its bids where that form was expressly required by the bid solicitations and where notice was provided that failure to sign and attach the certification would render its bids non-responsive.

GALLAGHER  
EVELIUS & JONES LLP

ATTORNEYS AT LAW

Clerk, Board of Estimates  
City of Baltimore  
November 8, 2016  
Page 3

Public trust in the bid process depends on strict enforcement of clear bid requirements. M. Luis failed to submit information expressly required by the bid documents, and this omission prevented the City from achieving its objective of ensuring compliance with the Local Hiring Law. M. Luis's error was certainly as serious as the mistake R.E. Harrington Plumbing & Heating Inc. that caused its disqualification (i.e., failing to initial changes to the bid). See Exhibit 8. In rejecting Harrington's bid protest, Mayor Rawlings-Blake commented that bids should be rejected where "the form wasn't right." *Id.* The Mayor's comments are consistent with the Green Book, which provides that "[b]ids may be rejected if they show any omissions ... or irregularities of any kind." Green Book, Section 00 21 13.11. Section 00 51 00.03 provides that "[t]he award of the Contract, by the Board of Estimates, if it be awarded, will be made to the lowest pre-qualified responsive and responsible Bidder *whose Bid complies with all the requirements prescribed.*" (emphasis added) M. Luis's bid plainly did not comply with the "requirements prescribed," and its bid thus should be rejected.

Respectfully submitted,



Paul S. Caiola

PSC/cmc

cc: Pierce Flanigan, IV  
Hon. Bernard C. Young [BCYoung@baltimorecity.gov](mailto:BCYoung@baltimorecity.gov)  
Hon. Stephanie Rawlings Blake [Mayor@baltimorecity.gov](mailto:Mayor@baltimorecity.gov)  
Hon. Joan Pratt [Joan.Pratt@baltimorecity.gov](mailto:Joan.Pratt@baltimorecity.gov)  
Rudy Chow, P.E. [Rudy.chow@baltimorecity.gov](mailto:Rudy.chow@baltimorecity.gov)  
David Ralph [david.ralph@baltimorecity.gov](mailto:david.ralph@baltimorecity.gov)



12

**Stephanie Rawlings-Blake**  
Mayor

**DEPARTMENT OF TRANSPORTATION**  
**FRANK J. MURPHY**  
Acting Director



**CONTRACT NO.: TR17011**

**RESURFACING HIGHWAYS AT VARIOUS  
LOCATIONS, NORTHEAST, SECTOR - I**

**EXHIBIT**  
tabbles  
/



City of Baltimore  
Local Hiring Certification and Compliance Statement

**CERTIFICATION STATEMENT (Complete and submit this certification statement with your bid package. Your bid will be considered non-responsive if you fail to include this signed document.)**

For the purpose of requiring employers (contractors and their subcontractors) benefitted by City contracts and subsidies to take measures to hire Baltimore City residents, all businesses awarded a contract with the City for more than \$300,000 or will benefit from more than \$5,000,000 in assistance for a subsidized project, shall agree to comply with the terms of the Local Hiring Law 12-0159 as described in the bid specification.

By signing below as a representative of \_\_\_\_\_ (Company Name), I certify that if awarded this contract, a company representative will meet with the Mayor's Office of Employment Development (MOED) within two weeks of the contract award to complete an employment analysis review the workforce plan required for this contract. If there is a need for new hires, I agree to post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED and to fill at least 51% of the new jobs required with Baltimore City residents. I also agree to submit an Employment Report by the 5<sup>th</sup> day of each month throughout the duration of contract.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Address: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTRACT AWARD INFORMATION (To be completed by the responsible Baltimore City agency representative and submitted to MOED within two (2) business days of the contract award.)**

Baltimore City Agency: \_\_\_\_\_

Contract No./Description: \_\_\_\_\_

Award Amount: \_\_\_\_\_ Award Date: \_\_\_\_\_

Contractor's Rep for Local Hiring compliance: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
City Agency Staff Name/Title Date

**COMPLIANCE VERIFICATION (To be completed by MOED and returned to the City agency.)**

As required by the Law, "before the disbursement of any funds", the beneficiary must meet with and complete an employment analysis with MOED. This is to certify that the information below is accurate as verified by MOED:

- Complied with the requirements of the Local Hiring Law 12-0159 and met with MOED on \_\_\_\_\_ to assess their employment needs, complete the workforce plan and identify new jobs. We have been informed that an estimate of \_\_\_\_\_ jobs will be created as a result of the contract award.
- NOT complied with the Local Hiring Law. In accordance with the Law, the City agency is required to withhold payments associated with this award until the meeting has occurred.

\_\_\_\_\_  
MOED Staff Name/Title Date

If there are any questions, please call Rosalind Howard or Susan Tagliaferro at 410-396-9045



Stephanie Rawlings-Blake  
Mayor

DEPARTMENT OF TRANSPORTATION  
FRANK J. MURPHY  
Acting Director



CONTRACT NO.: TR17012

RESURFACING HIGHWAYS AT VARIOUS  
LOCATIONS, NORTHWEST, SECTOR - II

EXHIBIT

tabbles®  
2



City of Baltimore  
Local Hiring Certification and Compliance Statement

**COMPLETION STATEMENT (Complete and submit this certification statement with your bid package. Your bid will be considered non-responsive if you fail to include this signed document.)**

For the purpose of requiring employers (contractors and their subcontractors) benefitted by City contracts and subsidies to take measures to hire Baltimore City residents, all businesses awarded a contract with the City for more than \$300,000 or will benefit from more than \$5,000,000 in assistance for a subsidized project, shall agree to comply with the terms of the Local Hiring Law 12-0159 as described in the bid specification.

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Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Address: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTRACT AWARD INFORMATION (To be completed by the responsible Baltimore City agency representative and submitted to MOED within two (2) business days of contract award.)**

Baltimore City Agency: \_\_\_\_\_

Contract No./Description: \_\_\_\_\_

Award Amount: \_\_\_\_\_ Award Date: \_\_\_\_\_

Contractor's Rep for Local Hiring compliance: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
City Agency Staff Name/Title Date

**COMPLIANCE VERIFICATION (To be completed by MOED and returned to the City Agency.)**

As required by the Law, "before the disbursement of any funds", the beneficiary must meet with and complete an employment analysis with MOED. This is to certify that the information below is accurate as verified by MOED:

- Complied with the requirements of the Local Hiring Law 12-0159 and met with MOED on \_\_\_\_\_ to assess their employment needs, complete the workforce plan and identify new jobs. We have been informed that an estimate of \_\_\_\_\_ jobs will be created as a result of the contract award.
- NOT complied with the Local Hiring Law. In accordance with the Law, the City agency is required to withhold payments associated with this award until the meeting has occurred.

\_\_\_\_\_  
MOED Staff Name/Title Date

If there are any questions, please call Rosalind Howard or Susan Tagliaferro at 410-396-9045

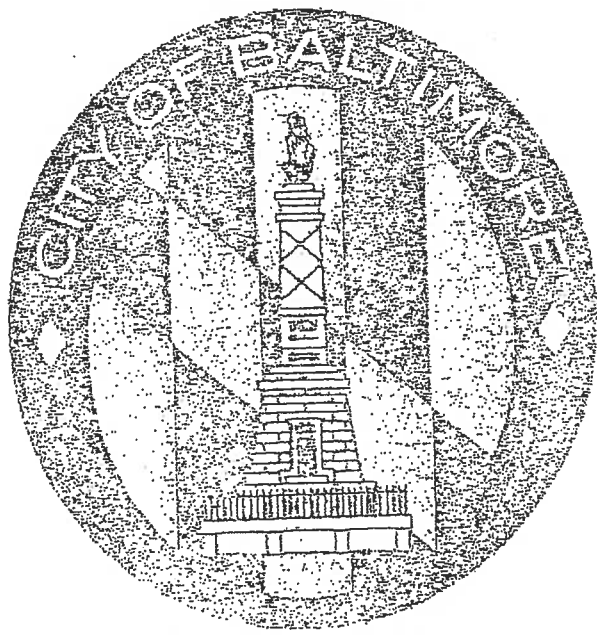




12

Stephanie Rawlings-Blake  
Mayor

DEPARTMENT OF TRANSPORTATION  
FRANK J. MURPHY  
Acting Director



CONTRACT NO.: TR17013

RESURFACING HIGHWAYS AT VARIOUS  
LOCATIONS, SOUTHWEST, SECTOR - III

EXHIBIT  
3



City of Baltimore  
Local Hiring Certification and Compliance Statement

**CERTIFICATION STATEMENT (Complete and submit this certification statement with your bid package. Your bid will be considered non-responsive if you fail to include this signed document.)**

For the purpose of requiring employers (contractors and their subcontractors) benefitted by City contracts and subsidies to take measures to hire Baltimore City residents, all businesses awarded a contract with the City for more than \$300,000 or will benefit from more than \$5,000,000 in assistance for a subsidized project, shall agree to comply with the terms of the Local Hiring Law 12-0159 as described in the bid specification.

By signing below as a representative of \_\_\_\_\_ (Company Name), I certify that if awarded this contract, a company representative will meet with the Mayor's Office of Employment Development (MOED) within two weeks of the contract award to complete an employment analysis review the workforce plan required for this contract. If there is a need for new hires, I agree to post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED and to fill at least 51% of the new jobs required with Baltimore City residents. I also agree to submit an Employment Report by the 5<sup>th</sup> day of each month throughout the duration of contract.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Address: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTRACT AWARD INFORMATION (To be completed by the responsible Baltimore City agency representative and submitted to MOED within two (2) business days of the contract award.)**

Baltimore City Agency: \_\_\_\_\_

Contract No./Description: \_\_\_\_\_

Award Amount: \_\_\_\_\_ Award Date: \_\_\_\_\_

Contractor's Rep for Local Hiring compliance: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
City Agency Staff Name/Title Date

**COMPLIANCE VERIFICATION (To be completed by MOED and returned to the City agency.)**

As required by the Law, "before the disbursement of any funds", the beneficiary must meet with and complete an employment analysis with MOED. This is to certify that the information below is accurate as verified by MOED:

Complied with the requirements of the Local Hiring Law 12-0159 and met with MOED on \_\_\_\_\_ to assess their employment needs, complete the workforce plan and identify new jobs. We have been informed that an estimate of \_\_\_\_\_ jobs will be created as a result of the contract award.

NOT complied with the Local Hiring Law. In accordance with the Law, the City agency is required to withhold payments associated with this award until the meeting has occurred.

\_\_\_\_\_  
MOED Staff Name/Title Date

If there are any questions, please call Rosalind Howard or Susan Tagliaferro at 410-396-9045



12

**Stephanie Rawlings-Blake**  
**Mayor**

**DEPARTMENT OF TRANSPORTATION**  
**FRANK J. MURPHY**  
**Acting Director**



**CONTRACT NO.: TR17011**

**RESURFACING HIGHWAYS AT VARIOUS  
LOCATIONS, NORTHEAST, SECTOR - I**

EXHIBIT  
tabbles  
4

12

**NOTICE TO BIDDERS**

**BID DOCUMENT CHECKLIST\***

The following must occur as part of your bid submission or your bid may be deemed non-responsive:

DONE	REQUIRED ACTIONS
<input type="checkbox"/>	Each Addendum issued must be acknowledged on the specific Addendum form and attached to the contract specification with the bid submission.
<input type="checkbox"/>	Bid Prices for each and every item and the total must be entered where indicated in alpha and numeric format.
<input type="checkbox"/>	Follow all of the instructions on the Minority Business forms contained in the bid/specification package: a. Complete each line with the <u>exact</u> information that is requested; b. Enter the work to be done by the MBE or WBE using the exact wording from their MWBOO - Issued Certificate; c. If a total subcontract value is requested, <b>do not</b> enter a percentage instead of subcontract value; d. Execute the form on behalf of the bidder; e. Confirm that the proposed subcontractor has executed the form.
<input type="checkbox"/>	Provide one original Bid Bond (with original Power of Attorney) or other acceptable bid security in acceptable amount and <b>attach a a copy</b> of the bid bond or other bid security; f. If locally funded, 2% of the total bid amount
<input type="checkbox"/>	Complete and answer all Bid/proposal Affidavits located after the Schedule of Prices or {DGS to insert name of Bid Price document here} _____ Ensure that a representative with the proper authority signs in the appropriate pages. <u>Should a representative who is NOT an officer or director of the company execute the bid, attach legal evidence of his/her ability to do so.</u>
<input type="checkbox"/>	Complete the Employ Baltimore certification statement (for contracts under \$300,000) or the Local Hiring Certification Statement (for contracts \$300,000.00).
<input type="checkbox"/>	Ensure the Duplicate Bid is an <u>exact replica</u> of the Original Bid and submit with the Original Bid.

PLEASE NOTE- This list is not intended to be exhaustive nor all inclusive, but is provided for bidder's guidance and informational purposes only.



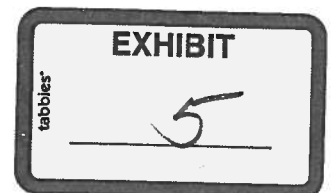
**Stephanie Rawlings-Blake**  
**Mayor**

**DEPARTMENT OF TRANSPORTATION**  
**FRANK J. MURPHY**  
**Acting Director**



**CONTRACT NO.: TR17012**

**RESURFACING HIGHWAYS AT VARIOUS  
LOCATIONS, NORTHWEST, SECTOR - II**





12

## NOTICE TO BIDDERS

### BID DOCUMENT CHECKLIST\*

The following must occur as part of your bid submission or your bid may be deemed non-responsive:

DONE	REQUIRED ACTIONS
<input type="checkbox"/>	Each Addendum issued must be acknowledged on the specific Addendum form and attached to the contract specification with the bid submission.
<input type="checkbox"/>	Bid Prices for each and every item and the total must be entered where indicated in alpha and numeric format.
<input type="checkbox"/>	Follow all of the instructions on the Minority Business forms contained in the bid/specification package: <ul style="list-style-type: none"><li>a. Complete each line with the <u>exact</u> information that is requested;</li><li>b. Enter the work to be done by the MBE or WBE using the exact wording from their MWBOO - Issued Certificate;</li><li>c. If a total subcontract value is requested, <b>do not</b> enter a percentage instead of subcontract value;</li><li>d. Execute the form on behalf of the bidder;</li><li>e. Confirm that the proposed subcontractor has executed the form.</li></ul>
<input type="checkbox"/>	Provide one original Bid Bond (with original Power of Attorney) or other acceptable bid security in acceptable amount and <b>attach a a copy</b> of the bid bond or other bid security: <ul style="list-style-type: none"><li>f. If locally funded, 2% of the total bid amount</li></ul>
<input type="checkbox"/>	Complete and answer all Bid/proposal Affidavits located after the Schedule of Prices or {DGS to insert name of Bid Price document here} _____ Ensure that a representative with the proper authority signs in the appropriate pages. <u>Should a representative who is NOT an officer or director of the company execute the bid, attach legal evidence of his/her ability to do so.</u>
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<input type="checkbox"/>	Ensure the Duplicate Bid is an <u>exact replica</u> of the Original Bid and submit with the Original Bid.

**PLEASE NOTE-** This list is not intended to be exhaustive nor all inclusive, but is provided for bidder's guidance and informational purposes only.



12

**Stephanie Rawlings-Blake**  
**Mayor**

**DEPARTMENT OF TRANSPORTATION**  
**FRANK J. MURPHY**  
**Acting Director**



**CONTRACT NO.: TR17013**

**RESURFACING HIGHWAYS AT VARIOUS  
LOCATIONS, SOUTHWEST, SECTOR - III**



# NOTICE TO BIDDERS

12

## BID DOCUMENT CHECKLIST\*

The following must occur as part of your bid submission or your bid may be deemed non-responsive:

DONE	REQUIRED ACTIONS
<input type="checkbox"/>	Each Addendum issued must be acknowledged on the specific Addendum form and attached to the contract specification with the bid submission.
<input type="checkbox"/>	Bid Prices for each and every item and the total must be entered where indicated in alpha and numeric format.
<input type="checkbox"/>	Follow all of the instructions on the Minority Business forms contained in the bid/specification package: <ul style="list-style-type: none"><li>a. Complete each line with the <u>exact</u> information that is requested;</li><li>b. Enter the work to be done by the MBE or WBE using the exact wording from their MWBOO - Issued Certificate;</li><li>c. If a total subcontract value is requested, <b>do not</b> enter a percentage instead of subcontract value;</li><li>d. Execute the form on behalf of the bidder;</li><li>e. Confirm that the proposed subcontractor has executed the form.</li></ul>
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<input type="checkbox"/>	Complete and answer all Bid/proposal Affidavits located after the Schedule of Prices or <b>{DGS to insert name of Bid Price document here}</b> _____ Ensure that a representative with the proper authority signs in the appropriate pages. <u>Should a representative who is NOT an officer or director of the company execute the bid, attach legal evidence of his/her ability to do so.</u>
<input type="checkbox"/>	Complete the Employ Baltimore certification statement (for contracts under \$300,000) or the Local Hiring Certification Statement (for contracts \$300,000.00).
<input type="checkbox"/>	Ensure the Duplicate Bid is an <u>exact replica</u> of the Original Bid and submit with the Original Bid.

**PLEASE NOTE-** This list is not intended to be exhaustive nor all inclusive, but is provided for bidder's guidance and informational purposes only.



# Local Hiring Law Frequently Asked Questions



**Q: Who determines if the new law is applicable to my contract or award?**

**A:** Each Baltimore City agency will determine the applicability of the law for all awarded contracts.

**Q: Does the new Local Hiring Law replace the Employ Baltimore Executive Order?**

**A:** No, the new law, effective December 23, 2013, has different financial thresholds. Contracts must be 1) greater than \$300,000 for City contracts; and 2) over \$5,000,000 in assistance for City-subsidized projects. The Employ Baltimore Executive Order will still be applicable to contracts between \$50,000.01 and \$300,000.00.

**Q: Am I responsible for scheduling the required employment analysis with the Mayor's Office of Employment Development (MOED)?**

**A:** No, MOED will contact the vendor upon receipt of the Vendor Contact Information Form from the City agency. The required employment analysis must be completed within two weeks of the contract award date.

**Q: What if my company has a collective bargaining agreement in place and I am required to hire through a local union hall?**

**A:** Vendors and others subject to the Law that have binding collective bargaining agreements with unions should apply for and may be granted a waiver from utilizing MOED's recruitment services for those positions covered by the bargaining agreement. All non-union positions must still be posted through MOED and the vendor must utilize MOED's recruitment service. The vendor must still complete the employment analysis with MOED, maintain the 51% residency requirement on new hires and submit the monthly Employment Reports as required by the Law.

**Q: What is the procedure for obtaining a waiver?**

**A:** Waiver forms may be obtained from the contracting agency or by request to [hirelocal@oedworks.com](mailto:hirelocal@oedworks.com). A recommendation to waive or lower the requirements is based on the exceptions noted in the law and the subsequent Rules and Regulations. Waivers are not automatic and vendors must submit a waiver form for a contract specific waiver. The decision to grant a waiver is made by the Local Hiring Review Committee.

**Q: Are professional services exempt from the law?**

**A:** No. Professional service contracts are not exempt from the Law. Only emergency service contracts are exempt from the law.

**Q: What if a position becomes available after the initial employment analysis is completed?**

**A:** All positions necessary to complete the contract and requiring new hires are applicable to the law throughout the duration of the contract term and must be posted with MOED for recruitment services.

**Q: Will changes to an initial award, including contract renewals or increases (e.g. Extra Work Orders) affect the applicability of the law to an existing contract?**

**A:** The law only applies to contracts awarded on or after December 23, 2013 and only affects the original term of contract awards. Therefore, renewals and increased payments are not applicable.

**Q: What if the vendor has recruitment needs for positions not related to the awarded contract?**

**A:** MOED's Business Services Division will provide recruitment services for any of the vendor's open positions. However, only the jobs related to the contract award will count towards the residency requirement.





# Baltimore Brew

## STIRRING UP NEWS AND VIEWS

Read:

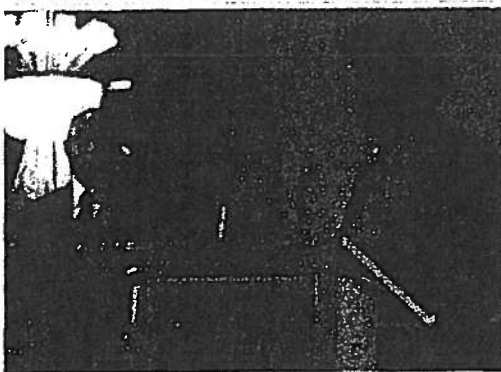
# Inside City Hall: Anger by minority contractors bubbles to the surface

*Pless Jones delivers a public dressing-down of the mayor and Council President Young. Is Sheila Dixon waiting in the wings?*

Mark Reutter

March 30, 2015 at 10:14 am

Story Link



Pless B. Jones Sr. laid it out about as bluntly as he could. "I'm not going to bite my tongue to nobody," he proclaimed.

Baltimore's "demolition king" wasn't speaking to some lowly inspector (his company, P&J Contracting, is the biggest demolition contractor for local government), but was addressing the city's two top elected officials last Wednesday.

"I'm here to represent the MBE [minority business] community, and if this is what we going to get today, then I just don't know what to do," he thundered across the dais to the Board of Estimates seats occupied by Mayor Stephanie Rawlings-Blake and City Council President Bernard

HAPPIER TIMES: With Pless Jones at her side, Mayor Rawlings-Blake addresses the Maryland Minority Contractors at their summer banquet at Martin's West in 2011.

Photo by: Mark Reutter

C. "Jack" Young.

The issue at hand was a protest by fellow minority businessman, Robert Harrington, about being denied a water meter contract, but the implications embodied by Jones' appearance were far reaching.

Jones is a key political player in town as president of the Maryland Minority Contractors Association. When Mayor Sheila Dixon was forced to resign in 2010 after her corruption conviction, Jones hired her



4/30/2015 1:49 PM



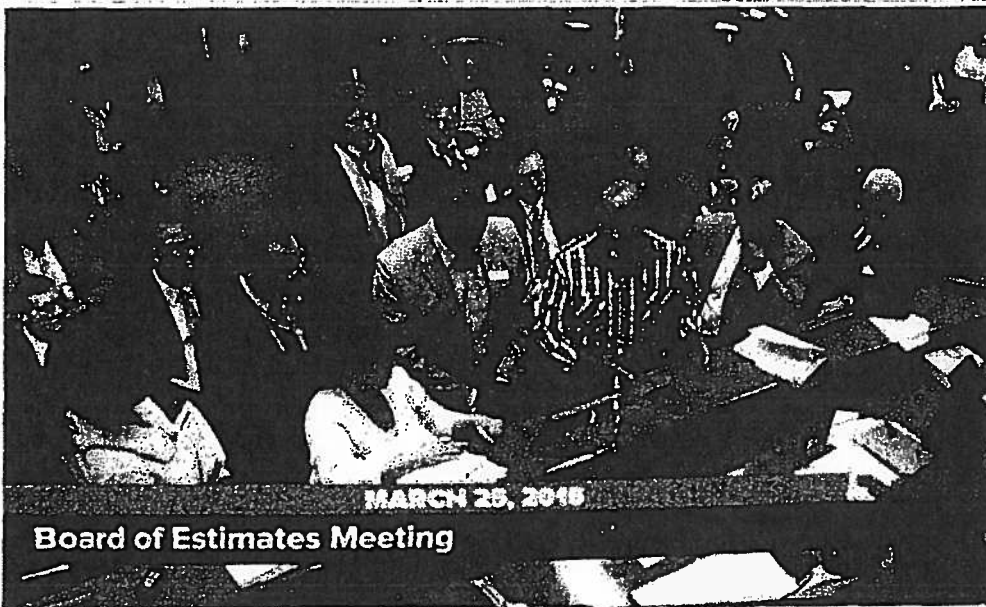
as MMCA's marketing director.

### The Dixon Factor

Although Jones has personally poured more than \$15,000 into the campaign coffers of Rawlings-Blake and Young since 2011, he has become so resentful of their perceived indifference to minority participation that he has let it be known that he's urging Dixon to reenter politics – preferably to take a crack at Rawlings-Blake in next year's mayoral election.

Dixon, who remains MMCA's marketing director, has not committed to anything yet. But her possible entry into the race was one of the unspoken messages/warnings of Jones' appearance last Wednesday.

During his cameo (and never forget that the Board of Estimates is a stage for many convoluted political dramas), Jones lit into the mayor's Minority and Women's Business Opportunity Office (MWBOO) for rejecting two low bids by Harrington on the grounds that Witte-Out correction fluid was used to make changes that were not properly initialed.



Pless Jones addresses the mayor and Jack Young (both unseen) at last Wednesday's Board of Estimates meeting. (CharmTVBaltimore)

"The MWBOO office should be an advocate for MBEs," Jones said. "But we've never gotten that. Everybody here, except for Miss Pratt [the City Comptroller], was arguing how they should not give the job to Robert."

### "You Talk about Jobs"

Looking directly at Jack Young and referring to his legislative motto, "Jobs, Jobs, Jobs!," Jones continued: "Mr. Young, you talk about how you want minorities to get jobs. You want work for people in the community. That what he do. What's the purpose of not giving it to him? Only because you don't want him to have them [the contracts]?"

When the mayor tried to object – "That's a mischaracterization," she murmured – Jones added salt to the wound by invoking the memory of the late Arnold M. Jolivet, who repeatedly clashed with the mayor over minority participation before his death last summer.

"I don't know what to do except do like Jolly, take to the streets. That's what Jolly Jolivet said, 'Let's go march!'"

George Nilson, the city solicitor who frequently comes to the mayor's defense, tried to defuse the

tension by offering Harrington a chance to meet with him about the procedures and rules that had tripped up his bid.

But Jones was having none of it.

"I'm not talking about tomorrow. I've been told too many times about tomorrow. I'm talking about this bid today--"

"Finish up, Pless," Young implored.

To which Jones roared back, "This board need to show up. . . We've had too many outreaches and all this for years. What we get is nothing but a few crackers!"

**Mayor: It Pains Me, Too**

As a lull descended, Mayor Rawlings-Blake took to the microphone to defend her administration.

"I want to reiterate that, number one, I fight every day to be effective and efficient and to use the taxpayers' money in the most effective and efficient way. So the fact that it [the bid] was done incorrectly and it stands to cost us \$1.5 million more pains me."

She was referring to the higher cost of the two bids by Metra Industries of Little Falls, N.J.

Avoiding a direct response to Jones, the mayor addressed Robert Fulton Dashiell, Harrington's lawyer, this way:

"The challenge is that if Metra came and submitted the same form, Mr. Dashiell, you and your team would tell us we'd have to reject it for the exact same reason you've said consistently -- because the form wasn't right. But because your client did it, now it's our problem and we don't care about minority businesses. It's just not true."

Jones wasn't to be silenced and took to the microphone again to tell the mayor and Young that the board has the right to accept or reject any bid, whichever is in the city's best interest.

"In this case, the best interest of the city and the best interest of the minority community . . . is saving the city \$1.5 million," Jones said.

Seconds later, Rawlings-Blake and Young voted to award the contracts to Metra, leaving unanswered-for-now the question of whether their decision is in the best interest of their political futures.



Mayor Rawlings-Blake listens to Jones decry her administration's alleged indifference to minority contractors. (CharmTVBaltimore)

## MINUTES

President: "The first item on the non-routine agenda can be found on pages 71 to 75 items one through six, Department of Transportation recommendation for contract awards and rejections TR 17011, TR 17012, and TR 17013, will the parties please come forward. Okay who's going first?"

Mr. Frank Murphy: "Good morning, Mr. Chairman and members of the Board. I'm Frank Murphy Acting Director of the Department of Transportation there are three contracts umm -- resurfacing contracts, that were talking about and the uhh -- there is a form that we have been using for about three years since local hiring law had been passed. The form says on it that failure to complete it will req-- will result in a non-responsive bid. Bid being determined non-responsive accordingly the Department of Transportation recommends that the contracts be awarded to the second bidder."

Interim Solicitor: "The second lowest bidder Mr. Murphy."

Mr. Murphy: "Second lowest bidder."

Mr. Robert Dashiell: "Good morning Mr. President, my name is Robert Fulton Dashiell, I represent the lowest responsive and responsible bidder on all three contracts M. Luis Construction."

## MINUTES

I am joined today by the President and the uhh -- the cha-- the person who's in charge of the uhh -- Human Resources Department of M. Luis. Quite frankly Mr. President and members of the Board, I -- I don't think I can better say standing here that which I've already presented to you in the protest that we filed. Uh -- The fact -- the fact of the matter is that uhh -- that very issue was before this Board in April of 2014. I -- I remember that painfully, because it was my case and uhh -- the Board decided on that day in response to questioning by the Comptroller question to Mr. Krus the head of Purchasing. The Board decided that day that uhh -- with respect to this precise issue that a bidder who executes the bidder affidavit is bound by uhh -- all applicable laws including the Local Hiring Ordinance, the Board -- that was less than in uh -- you know as I say in April and then again uhh -- just a few weeks ago, the Board awarded a contract 17016 I think it was where the -- the statement the one statement that Mr. Murphy referred to wasn't even included in the bid documents. So and -- and -- and - it's pretty clear to me that the -- on the one hand every bidder and

## MINUTES

it says so quite frankly in the Bidder Affidavit every bidder who submits a bid agrees to be bound by all applicable laws, rules and regulations. So the -- whether they're included expressly in the bid documents or not. In fact on the website of MOED, the Mayor's Office of Employment Development which uhh -- where the instructions are given in the description given of the uhh -- of the Local Hiring Ordinance which in fact began with an Executive uh -- Order of the Mayor uh -- as amended and approved by this Board. It specifically says that the bid documents need only incorporate by reference the Local Hiring Ordinance and that the execution of the bid documents by a bidder is in fact uh -- confirmation of its obligation to abide by those terms that -- that -- that's not a new concept it's been judicially affirmed. Uh -- This decision that this Board had made previously is absolutely correct on that point and so the recommendation from transportation to deny the client -- my client the award of these three contracts for where it was the low bidder uh -- is -- is not warranted and we urge you to reject it and award the contract to -- to the lowest bidder -- to the lowest bidder M. Luis Construction, thank you."

## MINUTES

President: "Thank you."

Mr. Paul Caiola: "Good morning."

President: "Good morning."

Mr. Caiola: "Mr. President, members of the Board. I'm Paul Caiola from Gallagher Evelius & Jones on behalf of P. Flanigan and Sons with me is Pierce Flanigan, the President of the company and other members of his team. The certification statement that was not executed by M. Luis provides complete and submit the certification statement with your bid package, and then has a mandatory statement that if you do not sign and return this statement your bid will be considered non-responsive. That document is mandatory and if the -- if public bidding is to mean anything then the ma -- then the Board needs to uphold uh -- mandatory statements of this sort and failure to submit uh -- mandatory forms um -- and find M. Luis non-responsive. The -- Mr. Dashiell has pointed to a 2014 uh -- finding by the Board, that was a completely different situation and if you look at the transcript and we've pointed it out in our response letter if you look at the transcript it -- it is

## MINUTES

clear that in that case the local hiring law was part of the bid package and by file -- by signing the bid affidavit the bidder was agreeing to all of the specifications including the local hiring law which was part of that bid package. In this case the Department of Transportation did not include the local hiring law in the bid package there was nothing in the bid package to indicate the bidder would comply with this particular law other than this certification. So by leaving the certification out of their bid M. Luis was not committing to comply with this -- with this law. The -- the -- Madam Comptroller made a comment and we cited in our response letter but if you look at Exhibit 3 to M. Luis's um --- uh -- bid protest, the language of the bid affidavit says that the bidder agrees to comply with all of the specifications. So where the specifications include the local law -- the Local Hiring Law then that's an agreement. That's good enough but in this case they didn't. The local hiring law is not part of the specifications and the bid affidavit doesn't say that the -- the bidder will comply with all laws whether they're referenced in the specifications or not. So there is no

## MINUTES

commitment by M. Luis to comply with the Local Hiring Law. The Local Hiring Law is not the same thing M. Luis cites to the Employ Baltimore Certification which was executed but that only applies to contracts under \$300,000.00 and M. Luis's bid in each of these cases was over \$300,000.00 so it has no application at all in a circumstance where your bidding above \$300,000.00 and compl -- and signing that certification there is a reason there are two certifications. The ac -- the checklist that is attached to this as Exhibits 4, 5 and 6 to -- to our opposition includes a checklist of every item that must be included with the bid and one of them -- if you -- I'm just gonna direct your attention to the second page of Exhibit 4 it says complete the Employ Baltimore Certification statement and then parenthetically for contracts under \$300,000.00 'or' it doesn't say and it says or the local hiring certification statement for contracts \$300,000.00 well it should say \$300,000.00 'or' above. But the point is there's only one form that needs to be required and there is no overlap between the two certifications they were



## MINUTES

both included and their both included for a reason if the bidder is going to bid under \$300,000.00 they know which form they need to complete. If they're going to bid over \$300,000.00 then it's a different form. It's a different law and they don't overlap. For these reasons M. Luis should be found non-responsive and the lowest responsive bid belongs to P. Flanigan, the Department of Transportation was right to recommend award to P. Flanigan and Sons, thank you."

President: "Um -- David?"

Interim City Solicitor: "Yeah, Mr. -- Mr. Caiola, I agree with your presentation on the differences between the certifications. My question to you is um -- isn't a bidder obligated to follow or to -- to adhere to any existing law that's uh -- on the books?"

Mr. Caiola: "Yes, I -- I think that bidders are required to comply with laws that -- that exist on the books. But the reason the Department of Transportation is including the certification is to bring this law to the forefront to ensure that people, that all bidders are aware of this law and are focused on complying with the law."

## MINUTES

Interim Solicitor: "Okay, I'm aware of why the Department of Transportation wants to make sure that all bidders are aware of the law but all bidders are imputed with knowledge of existing laws, correct?"

Mr. Caiola: "That's correct."

Interim City Solicitor: "Okay and so what is the practical effect of non-compli -- of not signing a document when you're otherwise obligated to adhere to the law anyway?"

Mr. Caiola: "Well, the practical effect is that the forms are not correct and as the Mayor has pointed out in the past particularly where the instructions to all the bidders are that if failure to submit this particular form will result in non -- in a finding of non-responsiveness then it -- it -- you know -- I think it challenges public trust in the bidding process. Because what is -- what is required as part to be submitted as part of the bid if in fact bidders are allowed to be awarded contracts even when they ignore the clear language of the bid package."

## MINUTES

Interim City Solicitor: "Well, I -- I think Mr. Caiola the difference is in the bid package there's -- there are plenty of and uh -- provisions that are not part of laws, correct? They're just terms and uh -- provisions of the bid uh -- but when there are laws on the books everyone is obligated to comply with those whether they sign off on them or not. So again when you say -- when I ask what's the uh -- practical effect of not signing it and you said well you went to the forms isn't that the example of form over substance?"

Mr. Caiola: "No, I don't think so I -- I think that if the Department of Transportation doesn't require this form to be submitted and doesn't indicate on the bid package that the -- that -- that the bids will be found non-responsive if the forms are absent then that wo -- then we're in that world. We're in a world where -- umm -- I mean -- I don't -- I don't disagree that if they didn't include the language that in -- that indicated the form would be non-responsive -- then that would be -- I think that would be a different circumstance. But I think that public trust requires that the Board of Estimates not overlook

## MINUTES

mandatory language in bid documents that -- uh -- public is and all of the bidders are made aware. There is clear notice that these forms need to be required and for -- for the Board of Estimates to do its own analysis of whether umm -- a particular provision that's mandatory that's -- in -- indicated as mandatory is material or is not material, I think really creates confusion for the bidders."

Interim City Solicitor: "So, let -- let me add that -- that's the exact point that I wanted to get too. I agree with you that there is a defect in the bid documents correct? That there was a defect by M. Luis. My question is is it material and if any bidder regardless of signing the document or not is required to do it regardless, is it material or is it immaterial? Irrespective of the document."

Mr. Caiola: "I understand the question I think it is material because the bid documents require make it mandatory and indicate that the bid will be found non-responsive if the form is absent. I think that -- I don't think so -- I don't think that's form over substance --."

## MINUTES

Interim City Solicitor: "So doesn't that take away our discretion."

Mr. Caiola: "I believe in this case the Board doesn't have -- should not have discretion to award this contract. If the Board finds the bid documents to be immaterial or sorry to be defective then these contracts should be re-bid. I don't believe that -- that the Board should take mandatory uh -- language like this where a bidder fails to comply and nevertheless award a contract because of um -- I think -- I just think that creates confusion in the public bidding process, thank you."

Interim City Solicitor: "Thank you. I appreciate that."

President: "I entertain the Motion."

Interim City Solicitor: "I MOVE that we uh -- reject DOT's recommendation for the second lowest bidder that we award the bid to the lowest bidder um - based on the fact that the defect was immaterial."

Comptroller: "Second."

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

\* \* \* \* \*

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

7. B50004782, Mobile Nasatka Barrier, Inc. \$ 70,184.54  
and Portable d/b/a Nasatka  
Barriers Security

(Dept. of Transportation)

**MWBOO GRANTED A WAIVER.**

8. B50004779, Hydrogen Brenntag Northeast, \$150,000.00  
Peroxide for Waste- Inc.  
water Treatment Plant

(DPW - Water & Wastewater)

**MWBOO GRANTED A WAIVER.**

9. B50004772, Chesapeake Flow \$150,000.00  
Instruments and Solutions, LLC  
Instrumentation  
Parts

(DPW - Water & Wastewater)

**MWBOO GRANTED A WAIVER.**

10. B50004657, Uniforms Howard Uniform \$300,000.00  
for Dept. of Company  
Transportation -  
Traffic & Safety  
Divisions

(Dept. of Transportation)

**MWBOO GRANTED A WAIVER.**

## MINUTES

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

- |   |                                 |              |
|---|---------------------------------|--------------|
| 11. B50004748, SWAT<br>Maritime Plate<br>Carrier Vest | National Safety Supply,<br>Inc. | \$125,523.00 |
|---|---------------------------------|--------------|

(Baltimore City Police Dept.)

**MWBOO GRANTED A WAIVER.**

- |  |   |              |
|--|---|--------------|
| 12. B50004722,<br>Irrigation and<br>Repairs of City<br>Owned Water Fountains | Mid Atlantic Foundation<br>Design and Mfg. Co.,<br>Inc. | \$500,000.00 |
|--|---|--------------|

(Dept. of Transportation)

**MWBOO SET GOALS OF 17% MBE AND 1% WBE.**

<b>MBE:</b> Plexus Installation, Inc.*	\$ 0.00	0%
C.L. McCoy Framing Company	11,942.00	7%
	<b>\$11,942.00</b>	<b>7%</b>

<b>WBE:</b> The Fitch Dustdown Company, Inc. **	<b>\$ 426.50</b>	<b>0.25%</b>
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\*Bidder did not meet the MBE/WBE goals. Plexus Installation, Inc. is not certified as a supplier of electrical, plumbing equipment and parts.

\*\* Bidder listed The Fitch Dustdown Company, Inc. for \$1,706.00. However, not more than 25% of each MBE/WBE goal may be attained by expenditures to MBE/WBE suppliers who are not manufactures. Therefore, the maximum value allowed has been applied.

**MWBOO FOUND VENDOR IN NON-COMPLIANCE.**

The Bureau of Purchases recommends award on the condition that the vendor comes into compliance within ten days of award.

## MINUTES

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

13. B50004679, Cast Gray Iron Manhole, Valve, and Meter Covers, Frames, and Grates	North American Cast Iron Products, Inc.	\$1,000,000.00
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Ferguson Enterprises,  
Inc. d/b/a Ferguson  
Waterworks

(Department of Public  
Works, Department of  
Transportation and  
others)

**MWBOO GRANTED A WAIVER.**

14. B50004598, Clinical Dental Supplies	Avco Enterprises, Inc.	\$ 150,000.00
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Item Nos. 4-9, 12-13,  
17-23, 27-28, 30, 33,  
42-43, 45-46, 49-50,  
52-55, 57, 62, 64-65,  
67-69

Dental Health Pro- ducts, Incorporated	<u>100,000.00</u>
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## MINUTES

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

Item Nos. 1-3, 10-11,  
14-16, 24-26, 29,  
31-32, 34, 35-41, 44,  
47-48, 51, 56, 58-61,  
63, 66

**Total****\$ 250,000.00**

(Health Department)

**MWBOO GRANTED A WAIVER.**

**MINUTES**

Department of Finance - Revised Administrative Manual Policies -  
AM 501-1, 501-2, 501-2-1, 501-3, 501-10,  
501-10-1, 501-11, 501-12, 501-14, 505-1,  
505-1-1, and 506-1

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**ACTION REQUESTED OF THE B/E:**

The Board of Estimates is requested to approve the following revised Administrative Manual Policies:

- AM 501-1 City-Owned Vehicles
- AM 501-2 Part I Training Courses, Driver Permits, Authorizations, and Licenses for City-Owned Vehicles
- AM 501-2 Part II Commercial Driver's License
- AM 501-2-1 Obtaining a Driver Permit for City-Owned Vehicles
- AM 501-3 Personal Use of City-Owned Vehicles
- AM 501-10 Motor Vehicle Accident: Actions to be Taken
- AM 501-10-1 Baltimore City - Motor Vehicle Accident Reporting Requirement
- AM 501-11 Vehicle Damage and Malfunction
- AM 501-12 Use of Communications Devices Prohibited when Operating City Motor Vehicles or Driving Personal Vehicles for City Business
- AM 501-14 Seat Belt Use
- AM 505-1 Insurance for Loss or Damage to City Property
- AM 505-1-1 Procedures for Property Claims: Loss or Damage to City Property Including Contents
- AM 506-1 Building Maintenance

The revisions are effective upon Board of Estimates approval.

**MINUTES**

Dept. of Finance - cont'd

**AMOUNT AND SOURCE OF FUNDS:**

There are no costs associated with these actions.

**BACKGROUND/EXPLANATION:**

The Administrative Manual (AM) communicates official City policies and procedures that affect the City's operations and its employees. By distilling provisions of the City Charter, Board of Estimates policies and rules, Memoranda of Understanding, as well as the decisions and directives of the City Administration, the published policies provide uniform and consistent operating rules. The Administration has conducted a comprehensive review of the Administrative Manual to identify individual policies in need of revision. The revisions reflect updates to outdated or obsolete procedures and will provide greater clarity to City operations, functions, and requirements.

The revisions are being submitted in groups addressing similar subject matter. This collection of AM revisions pertains to risk management and general services issues. All policies in this set are in the 500 series and the proposed changes in each policy are listed below.

**AM-501-1 City-Owned Vehicles:**

The purpose of this policy is to compile a list of all Administrative Manual policies that relate to City-owned vehicles. These revisions update the list of vehicle policies.

**AM-501-2 Part I Training Courses, Driver Permits, Authorizations, and Licenses for City-Owned Vehicles:**

The purpose of this policy is to describe the requirements for a City employee to be authorized to drive a City-owned vehicle. The revisions to this policy are as follows:

## MINUTES

Department of Finance - cont'd

- Adding sections on "Recertification Driver Training" and "Requirement for Renewals of Basic and Recertification Training";
- Adding a requirement for special purpose instructors to maintain required/suggested credentials;
- Adding a provision requiring an employee that allows their City of Baltimore Driver Permit/Authorization (CDBP/A) to expire for at least 5 years, to take a basic course again;
- Adding a provision that allows agencies to make a request to the Division of Occupational Safety (DOS) that an employee's CDBP/A be suspended or revoked; and
- Adding seven new reasons to suspend or revoke an employee's CDBP/A.

AM-501-2 Part II Commercial Driver's License:

The purpose of this policy is to outline the requirements for all Commercial Driver License holders to maintain a City of Baltimore Driver Permit. The policy also describes the physical examinations and testing procedures required for City employees who operate a commercial motor vehicle. The revisions to this policy are as follows:

- Adding a requirement to test for drugs and alcohol sooner than the standard two years if an employee's previous physical examination result calls for it;
- Adding several new provisions to the CDL Drug Testing Procedure;
- Adding a provision that requires DOS to suspend an employee's City driving privileges if they do not appear at a scheduled DOT physical exam or regulated drug and alcohol test; and
- Adding a reference to the City of Baltimore Substance Abuse Policy in the Related Policies section.

## MINUTES

Department of Finance - cont'd

AM-501-2-1 Obtaining a Driver Permit for City-Owned Vehicles:

The purpose of this policy is to lay out the procedures for obtaining a license to operate special purpose vehicles. The revisions to this policy are as follows:

- Adding a requirement that agencies must provide DOS with a roster of potential attendees of scheduled training courses at least two workdays beforehand (If DOS finds that a name on the roster list is not authorized to participate, they must notify the agency within a reasonable time and provide a reason for why this person was rejected);
- Requiring every driver to carry a Yellow Driving Permit; and
- Adding a requirement that agencies forward the following to DOS:
  - Sign-In Sheet;
  - Final Packets;
  - Yellow Permit Cards; and
  - Accident Reports.

AM-501-3 Personal Use of City-Owned Vehicles:

The purpose of this policy is to regulate personal use of City-owned vehicles by City employees. The revisions to this policy are as follows:

- Changing the name of the policy from "Mayor's Motor Vehicle Freeze Committee-Assigned Vehicles" to "Personal Use of City-Owned Vehicles";
- Updating several provisions to ensure the policy is current and valid; and
- Adding a new section on "Tax Liability."

**MINUTES**

Department of Finance - cont'd

AM-501-10 Motor Vehicle Accident: Actions to be Taken:

The purpose of this policy is to lay out the actions that must be taken when a City employee is involved in a motor vehicle accident while conducting City business or using a City-owned vehicle. The revisions to this policy are as follows:

- Adding a requirement that if an employee is to be treated at a hospital other than Mercy, they must contact their immediate supervisor;
- Adding a requirement to call details reported on the Employee Incident Report to Acetic Systems within 24 hours; and
- Adding a requirement for a copy of the Motor Vehicle Accident Report, alcohol test result, and any other relevant documents related to the accident to be sent to DOS to include in an employee's files.

AM-501-10-1 Baltimore City - Motor Vehicle Accident Reporting Requirement:

The purpose of this policy is to lay out the requirements for reporting an accident involving a City-owned vehicle or a vehicle on City business. The revisions to this policy are as follows:

- Clarifying that this policy must be followed even when an accident is minor;
- Requiring employees to answer all questions listed in this policy when asked by the 311 Agent; and
- Adding a section where the employee in question is required to sign the policy.

## MINUTES

Department of Finance - cont'd

AM-501-11 Vehicle Damage and Malfunction:

The purpose of this policy is to lay out the process for how the City handles vehicle damage and vehicle malfunctions. The revisions to this policy are as follows:

- Clarifying that this policy must be followed even when an accident is minor;
- Changing "Vehicle Damage Descriptions" to "Vehicle Damage Reports";
- Authorizing the revocation, suspension, or termination of driving privileges if an employee was found to be negligent/abusive in causing an accident;
- Establishing that the Office of Risk Management has the authority to permanently terminate an employee's Driver Permit; and
- Adding references to the "Related Policies" section.

AM-501-12 Use of Communications Devices Prohibited when Operating City Motor Vehicles or Driving Personal Vehicles for City Business:

The purpose of this policy is to prohibit the use of communication devices when a City employee is operating a vehicle on City business. The revisions to this policy are as follows:

- Exempting laptop/notebook computers in fire vehicles;
- Adding "seasonal employees" to the definition of "Employee"; and
- Expanding the definition of "Personal Communications Devices" to include Smartphones, computers, GPS, etc.

## MINUTES

Department of Finance - cont'd

AM-501-14 Seat Belt Use:

The purpose of this policy is to require all City employees to wear seat belts while in a moving vehicle engaged in City business. The revisions to this policy are as follows:

- Expanding the scope of the policy by applying it to vehicles rented by the City;
- Adding "seasonal employees" to the definition of "Employee"; and
- Adding a provision requiring that if a violating employee is reprimanded in writing, a copy of that reprimand must be forwarded to the Office of Risk Management within 30 days of the violation.

AM-505-1 Insurance for Loss or Damage to City Property:

The purpose of this policy is to describe how losses involving City-owned real property are to be handled. The revisions to this policy are as follows:

- Adding examples of what could be considered real property loss;
- Including a provision where the City's Self-Insurance Fund is responsible for covered claims which have a loss of \$10,000.01 to \$495,000.00;
- Raising the loss threshold throughout most of the policy; and
- Removing the final two sections of the old policy.

AM-505-1-1 Procedures for Property Claims: Loss or Damage to City Property, Including Contents:

The purpose of this policy is to establish the procedures for dealing with real property loss or damage. The revisions to this policy increase the loss threshold dollar value.



**MINUTES**

Department of Finance - cont'd

AM-506-1 Building Maintenance:

The purpose of this policy is to outline the responsibilities of the Department of General Services ("DGS") in performing building maintenance as well as outlining the procedure for requesting maintenance. The revisions to this policy are as follows:

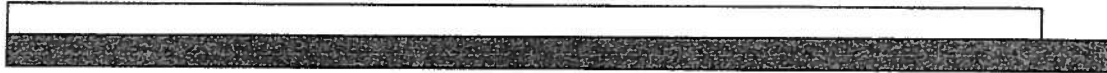
- Replacing the three divisions of General Services Engineering, Construction Management, and Building Maintenance with two divisions called Major Projects and Facilities Maintenance;
- Including the provisions for the previous Building Maintenance Division in the new Facilities Maintenance Division and adding the abatement of asbestos, mold, and other environmental hazards;
- Directing any questions on the topic of leased buildings to the Department of Real Estate;
- Including the contact information of the Archibus Office; and
- Removing several steps in the procedure to request work.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board **DEFERRED** the Revised Administrative Manual Policies AM 501-1, 501-2, 501-2-1, 501-3, 501-10, 501-10-1, 501-11, 501-12, 501-14, 505-1, 505-1-1, and 506-1 for one week.

MINUTES



*a*

AM-501-1

*m*

*City-Owned Vehicles*

**SCOPE**

The series of Administrative Manual policies on City-owned vehicles communicates the City's policies on the purchase, assignment, control, operation, and maintenance of all City vehicles and the responsibilities of all parties involved in these activities. The policies are approved by the Board of Estimates.

**POLICIES**

The City's vehicle policies have been divided into the following numbered policies and procedures:

- AM-501-2, Part I Training Courses, Driver Permits, Authorizations and Licenses for City- Owned Vehicles
- AM-501-2, Part II Commercial Driver License (CDL)
- AM-501-2-1 Obtaining a Driver Permit for City Owned Vehicles
- AM-501-2-2 Notification of City Vehicle Policy (form)
- AM-501-3 Mayor's Motor Vehicle Freeze Committee (MMVFC) Assigned Vehicles
- AM-501-9 Motor Vehicle Rental
- AM-501-10 Motor Vehicle Accident
- AM-501-10-1 Motor Vehicle Accident Reporting Requirement Procedures
- AM-501-11 Vehicle Damage and Malfunction
- AM-501-12 Use of Communications Devices Prohibited When Operating City Motor Vehicles or Driving Personal Vehicles on City Business
- AM-501-14 Seat Belt Use
- AM-501-15 Motor Vehicle Maintenance and Repairs
- AM-501-16 Purchase of City Motor Vehicles

Other related policies include:

- AM-500-01, Smoke-Free Workplace

MINUTES



*a*

AM-501-1

*m*

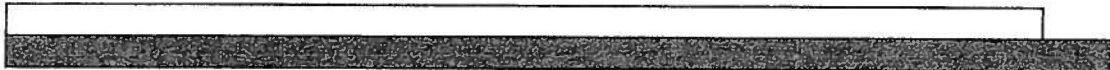
*City-Owned Vehicles*

**ONLINE FORMS**

Motor vehicle-related forms are available online within the related policies and will no longer be warehouse-stocked items. Links are in policy numbers, AM-501-3, 501-10 and 501-11, for the following forms:

- Vehicle Assignment Request (#28-1408-5037)
- Vehicle Payroll Deduction Authorization (#28-1418-5008)
- Vehicle Maintenance Record (#28-1902-5032)
- Vehicle Use Record (#28-1908-5038)
- Motor Vehicle Accident (#28-1758-5026)
- Vehicle Damage Description (#28-1418-5079)

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AM-501-2, Part I

*m Training Courses, Driver Permits, Authorizations and Licenses for City-Owned Vehicles*

SCOPE

This Policy applies to all City employees (civil and non-civil service) who will operate a vehicle for and/or owned by the Mayor and City Council of Baltimore. Eligibility for a City of Baltimore Driver Permit/Authorization (CBDP/A) is contingent upon a City employee having a valid Maryland State driver's license with the appropriate license class code, (employees with licenses from another State not Maryland may be eligible if that State is proven to be their actual state of residency...i.e. commute between the state and City employment each day and evening of employee's work day/shift), and meeting the requirements for such Permit/Authorization as outlined in this policy. A City employee who does not have a valid City of Baltimore Driver Permit will not be allowed to operate any type of City-owned vehicle. A CBDP/A may be suspended or revoked by the Department of Finance, Division of Occupational Safety (DOS), or the employee's agency head when circumstances warrant it.

Failure to maintain (for any reason) a CBDP/A, may result in the immediate transfer, demotion, and/or termination of the affected employee. A current file of individuals whose CBDP/As and/or State drivers' licenses have been suspended or revoked shall be maintained by DOS and at the agency level. Employees who have been approved for a CBDP/A but reside in another state outside of Maryland must provide DOS with a certified copy of their State Driving Record every six (6) months, in January and July.

Issuance and/or reinstatement of a CBDP/A, upon request of a City Agency shall be solely the discretion of DOS.

TRAINING

Basic Driver Training

The Basic Driver Training Course provides instruction in basic driving and safety techniques for the Mayor's Motor Vehicle Freeze Committee (MMVFC) and activity-assigned vehicles. DOS and/or their assigned representatives administer this course. DOS designs the course (which currently includes the National Safety Council's Defensive Driving Course, vision examination, and other required elements. Although these may change in the future, all aspects of the course must be passed in order to attain or retain a City Driver's Permit. A MMVFC/activity-assigned vehicle is defined as a car, station wagon, or truck with a 2,000 pound load capacity or less. (See AM-501-2, Part II, *Commercial Driver License* (CDL) policy. Completing this course in full is a prerequisite for obtaining a CBDP/A.

Recertification Driver Training

The Recertification Driver Training Course provides an update to the preceding Basic Driver Training Course in driving and safety techniques for the MMVFC and activity-assigned vehicles. DOS and/or their assigned representatives administer this course. This course is designed as an

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update to the Basis Driver Training Course and must be completed in full every three years to maintain an active and current CBDP/A.

Requirement for Renewals of Basic and Recertification Training

If an employee fails to renew his CBDP/A by participating/complying with the above referenced required training classes, the employee may be subject to the appropriate action which may include suspension of driving privileges by DOS and/or disciplinary action by agency for insubordination (up to and including termination). Please note that if it has been five (5) or more years since an employee has participated/complied with his/her Recertification Driving Training Course, the employee will be required to attend the Basic Driving Training Course again instead of the Recertification Course in order to receive CBDP/A.

Special Purpose Vehicle Training

The Special Purpose Vehicle Training Course is administered by each agency having personnel who are required to use special purpose vehicles. A special purpose vehicle is defined as any vehicle that requires anything other than a Class C license to operate. Prior to special purpose vehicle training, the agency must have an approved training course on file with DOS and special purpose instructors shall maintain and timely keep up to date any and all required and/or suggested credentials authorizing he/she to instruct.

An agency head must notify DOS by memo within five (5) days after employees have completed the course. The memo should state those employees who have been qualified to operate a special purpose vehicle and the type of vehicle each is permitted to operate. DOS will issue the Special Purpose Vehicle Permit to each qualified employee.

**REQUIREMENTS FOR OBTAINING A DRIVER PERMIT**

Basic Vehicle Permit

Upon request of a City Agency for an employee to operate a City-owned MMVFC or activity-assigned vehicle, an employee must meet all of the below listed requirements. Upon meeting all of the requirements, an individual (must be a City employee not a contractual employee or volunteer) will be issued a City of Baltimore Driver Permit by DOS. A City of Baltimore Driver Permit is valid for three (3) years and is renewable only if the employee completes the Driver Recertification Training Course (every three (3) years) and continues to meet all of the following listed requirements.

- Be at least 21 years of age with at least three (3) years of licensed driving experience.
- Possess a current and valid Maryland State driver's license (employees with licenses from another State outside of Maryland may be eligible if that State is proven to be their actual

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AM-501-2, Part I

*m Training Courses, Driver Permits, Authorizations and Licenses for City-Owned Vehicles*

state of residency ... i.e., commute between the state and City employment each day and evening of employee's work day/shift), with the appropriate license class code.

- Have successfully completed the Basic Driver Training Course.
- Have reviewed and signed a NOTIFICATION OF CITY VEHICLE POLICY (AM-501-2-2) provided by DOS.

As noted above, employees that have allowed his/her CBDP/A to lapse/expire for five (5) or more years, shall be required to take the BASIC course again in lieu of taking a Recertification course in order to regain their COB driving privileges.

Special Purpose Vehicle Authorization

In order to operate any type of City-owned special purpose vehicle an employee must meet all of the below listed requirements. Upon meeting all of the requirements, a Special Vehicle Permit will be issued by DOS indicating the type of special purpose vehicle he/she is authorized to operate. This authorization is valid for three (3) years and is renewable only if the employee successfully completes an additional Special Vehicle Training Course and continues to meet all of the following requirements.

- Be at least 21 years of age.
- Possess a valid State driver's license with the appropriate license class code.
- Possess a current and valid City of Baltimore Driver Permit.
- Have successfully completed a Special Vehicle Training Course.
- Have reviewed and signed a NOTIFICATION OF CITY VEHICLE POLICY provided by DOS.

Exception to Age Requirement

If an agency head finds it necessary for an employee under age 21 and/or with less than three (3) years of licensed driving experience to operate a City-owned vehicle on a basic or special vehicle permit, a memo detailing the reason(s) for the request should be forwarded to DOS. A certified copy of the employee's Motor Vehicle Administration driving record must be attached to the memo for evaluation. DOS will notify the agency head of the decision on a case-by-case basis. Any blanket exceptions need approval by the Board of Estimates.

**SUSPENSION OR REVOCATION OF CITY OF BALTIMORE DRIVER PERMIT/**

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***a*****AM-501-2, Part I*****m Training Courses, Driver Permits, Authorizations  
and Licenses for City-Owned Vehicles*****AUTHORIZATION**

Suspension or revocation of an employee's City of Baltimore Driver Permit/Authorization by the employee's agency head must be reported by memo within three (3) workdays to the MMVFC and to DOS. The memo must cite the reason(s) for the suspension or revocation and specify actions taken to prevent recurrences. DOS may revoke or suspend an employee's CBDP/A even if the employee's agency head elects not to take such action. Further, an agency may request DOS to suspend or revoke an employee's CBDP/A when warranted and agency shall provide documentation and/or communication memorializing that the request is warranted. This documentation shall be noted in the employee's electronic driver's file as well as in his/her hard file, both of which is maintained/housed at DOS.

An employee's City of Baltimore Driver Permit/Authorization may be suspended or revoked for any of the following reasons, which include but are not limited to:

- Driving any vehicle (City owned or privately owned) while under the influence of alcohol or drugs.
- Any violation to the Maryland State Driver's Handbook or restriction placed on a State driver's license (including but not limited to refusing a chemical test, interlock device restriction, even when employer vehicle exempted, if an alcohol related restriction code is on and/or added to our state license, etc...)
- Leaving the scene of an accident or failure to report an accident in accordance with AM-501-10.
- Operating or ordering the operation of City-owned vehicle with the knowledge that the vehicle has safety deficiencies.
- Unsafe driving practices or persistent violation of safety rules. Negligence, misuse, and/or abuse of City-owned vehicle.
- Frequent accidents, i.e. more than two (2) accidents in a year.
- Failure to properly secure a City-owned vehicle, i.e. runaway vehicle.
- Suspension, revocation, or expiration of State driver's license.
- Failure to inform supervisor and DOS of the suspension, revocation, or expiration of State driver's license.
- Failure to pay traffic or parking fines for violations incurred while using a City-owned vehicle.

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*m Training Courses, Driver Permits, Authorizations  
and Licenses for City-Owned Vehicles*

- Any points on State driving record.
- Failure to perform vehicle safety and operating checks.
- Using a City-owned vehicle (or privately owned vehicle while on duty for the City) for pleasure, to conduct personal business, and/or to transport passengers not engaged in official City business.
- Medical problems which may interfere with the safe operation of a City-owned vehicle, as determined by the City of Baltimore Occupational Medical Services (Mercy Clinic).
- Failure to inform supervisor and DOS of the medical problems which may interfere with the safe operation of a City-owned vehicle.
- Alteration/forgery of a CBDP/A by employee.
- Obtaining fuel while City driver permit is suspended.
- Use of personal communication devices (hand-held or hands-free) in accordance with AM-501-12.
- Smoking in a City-owned vehicle in accordance with AM-501-13.
- Failure to wear seat belts by anyone in the vehicle in accordance with AM-501-14
- Expiration and/or lapsing of CBDP/A permit and/or any other licenses required to fulfill employee's job responsibilities;
- Failure to comply/show-up at scheduled medical appointments at City clinic that are scheduled by agency, DOS and/or any other agency in order to maintain relevant licenses to fulfill job responsibilities;
- Failure to comply/show up for random drug and/or alcohol random testing;
- By request of authorized personnel of employee's City agency, and/or other authorized City personnel and/or authorized personnel and when warranted and documentation has been forwarded to DOS identifying why the suspension/revocation is warranted;
- Per recommendation and/or request by a professional within the City of Baltimore Employee Assistance Program;
- For out of State licensed approved drivers/employees of the City of Baltimore, if an updated Motor Vehicle Report is not provided to DOS every 6 months;



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AM-501-2, Part I

*m Training Courses, Driver Permits, Authorizations and Licenses for City-Owned Vehicles*

- Other reasons or circumstances which are deemed as unsafe operation of a City-owned vehicle by DOS or the department head.

The Law and Police Departments are also responsible for reporting any of the above instances within three (3) workdays to DOS.

**REPORTING SUSPENSION, REVOCATION OR EXPIRATION OF STATE DRIVER'S LICENSE**

An employee must officially notify, either in person or in writing, his supervisor and DOS of the suspension, revocation, or expiration of his/her State driver's license within one (1) workday. Failure to notify as required may result in suspension of the employee from work.

DOS and the agency head will periodically obtain and review the Maryland State driving record of each employee who possesses a City of Baltimore Driver Permit in order to monitor compliance with the *Administrative Manual* policy. Employers who have been approved for a CBDP/A but reside in another State outside of Maryland must provide DOS with a certified copy of their State Driving Record every six (6) months, in January and July. Appropriate action will be initiated as required for employees who are in violation of this policy. The appropriate action may include suspension of driving privileges by DOS and/or disciplinary action by agency for insubordination (up to and including termination).

**RELATED POLICIES**

AM-106-1,	CITY OF BALTIMORE SAFETY PROGRAM
AM-501-1,	CITY-OWNED VEHICLES
AM-501-2, PART II,	COMMERCIAL DRIVER LICENSE (CDL)
AM-501-2-1,	OBTAINING A DRIVER PERMIT FOR CITY-OWNED VEHICLES
AM-501-2-2,	NOTIFICATION OF CITY VEHICLE POLICY
AM-501-6,	VEHICLE MAINTENANCE/REPAIRS
AM-501-8,	ACTIVITY-ASSIGNED VEHICLES
AM-501-10,	MOTOR VEHICLE ACCIDENT
AM-501-11,	VEHICLE DAMAGE AND MALFUNCTION
AM-501-12,	USE OF COMMUNICATIONS DEVICES PROHIBITED WHEN OPERATING A CITY OWNED MOTOR VEHICLE OR DRIVING A PERSONAL VEHICLE ON CITY BUSINESS
AM-501-13,	NO SMOKING IN CITY VEHICLES
AM-501-14,	SAFETY BELTS

## MINUTES

***a*****AM-501-2, Part II*****m******Commercial Driver's License*****SCOPE**

This policy applies to all City employees (Civil Service and non-Civil Service) who will operate Commercial Motor Vehicles (CMV) for and/or owned by the Mayor and City Council of Baltimore. The purpose of this policy is to outline the requirements for all Commercial Driver License (CDL) holders to maintain a City of Baltimore Driver Permit and the specifics of the physical examinations and testing procedures, according to the federal Department of Transportation (DOT) regulations.

**REQUIREMENTS**

In order to operate a City-owned Mayor's Motor Vehicle Freeze Committee (MMVFC) or activity-assigned vehicle, an employee must meet all of the requirements of AM-501-2, Part I. Upon meeting all of the requirements, an employee will be issued a City of Baltimore Driver Permit by the Department of Finance, Division of Occupational Safety (DOS).

In addition, all City drivers operating a CMV for and/or owned by the Mayor and City Council of Baltimore are subject to the provisions of the federal DOT regulations. The regulations require that all CDL holders be randomly tested for alcohol and drugs and successfully complete a physical examination every two (2) years, and/or sooner depending on the result of their preceding physical examination expiration date, effective January 1, 1995.

A City of Baltimore Driver Permit is valid for three (3) years and is renewable, only if the employee completes a Driver Recertification Training Course and continues to meet all of the requirements of the Motor Vehicle policies in the *Administrative Manual* Section 501. Drivers are to notify their immediate supervisor of conditions that adversely change their driving status.

A CMV, according to 49 CFR 382.107, means "a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- has a gross vehicle weight rating of 26,001 or more pounds; or
- is designated to transport 16 or more passengers, including the driver; or
- is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F)."

**CDL BIENNIAL PHYSICAL EXAMINATION**

The purpose of this examination is to determine a driver's physical qualifications to operate a

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AM-501-2, Part II

*m* **Commercial Driver's License**

CMV according to requirements and guidelines in 49 CFR 391.41-49. All City drivers are required to successfully complete this examination and obtain a two-year Medical Examiner's Certificate (i.e.: DOT Card) from the City of Baltimore Occupational Medical Services (Mercy Clinic). The City of Baltimore does not recognize Medical Examiner's Certificates (DOT Cards) obtained from any outside medical facility.

The CDL biennial physical examination will consist of:

- Reviewing medical history.

Checking for the following:

- Limbs (foot, leg, hand and arm) and their corresponding motion and function (including fingers & hands for power grasping);
- Insulin dependent diabetes;
- Cardiovascular disease;
- Respiratory functions;
- High blood pressure;
- Vascular, rheumatic, arthritic, orthopedic, muscular, or neuromuscular disease;
- Epilepsy or any condition likely to cause a loss of consciousness;
- Mental, nervous, organic, or functional disease or psychiatric disorder;
- Vision disorder;
- Hearing function; and also
- Substance use.
- Performing breath alcohol and urine drug tests, according to City policy.

Failure to successfully meet any of the requirements of the CDL biennial physical examination will result in disqualification from receiving the Medical Examiner's Certificate (DOT Card) and the driver will be considered as "Does Not Meet Standards (DMS)."

Depending upon the outcome of the employee's physical examination, the employee may receive a Medical Examiner's Certificate (DOT Card) for either three (3) months, six (6) months or one (1) year in place of the two-year Medical Examiner's Certificate and is considered "Temporarily Qualified (TQ)".

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AM-501-2, Part II

*m****Commercial Driver's License***

An employee may also be "Deferred (DEFF)" from receiving a Medical Examiner's Certificate (DOT Card) until additional required information is forwarded to the Mercy Clinic by the employee. It is required that this information be received by the Mercy Clinic within fourteen (14) workdays.

If an employee is classified as "Temporarily Disqualified (TD)", the employee must recover from the physical condition(s) that lead to the limitation(s) prior to being issued the Medical Examiner's Certificate (DOT Card). Employees are required to closely follow all medical directions for rapid full recovery.

**CDL DRUG TESTING PROCEDURE**

DOS maintains the listing of CDL drivers from which random selections are made for drug and/or alcohol testing. Agencies shall supply the names of employees and any subsequent changes with CDL to DOS within 10 workdays. If the CDL employee no longer maintains a CDL due to a change in his/her position's responsibilities, the Agency shall notify DOS within 10 work days of when the Agency was put on notice of the change in job responsibilities/position. If the CDL employee has a privately issued CDL from an entity/company other than the City but still occasionally performs job responsibilities that would require a CDL, regardless of whether his/her primary job position/responsibilities require him/her to maintain a CDL, the CDL employee will be required to participate in the random drug and alcohol testing. If the Agency offers a stipend to employees incentivizing them to maintain a CDL even if their primary job responsibilities do not require them to maintain a City issued CDL or privately earned CDL, the employee shall be subject to the random drug and alcohol testing. If under an Agency's supervisor/manager's discretion, he/she provides for an employee to maintain a CDL issued by the City regardless of the employee's job responsibilities, the employee will be subject to the random drug and alcohol testing. If the City plays any part in issuing and/or helping to maintain an employee's CDL and/or DOT card issued by the City clinic, that employee will be subject to the CDL random drug and alcohol testing as well as any other related policies and procedures/requirements that go along with having this additional credential. When the Agency has established/defined to DOS that an employee no longer and never will be performing job duties that require a CDL (regardless if the employee maintains his/her own private CDL), then and only then will DOS update the electronic driver database to reflect this change so that the now, non-CDL employee will not be included in the random drug/alcohol testing.

DOS may notify the agency of the names of employees requiring CDL biennial physicals prior to the expiration of the two-year Medical Examiner's Certificate (DOT Card). At that point, the agency human resources/personnel designee must contact the Mercy Clinic to schedule examinations. Agencies will receive a daily list from the Mercy Clinic with the names of CDL holders that need to report for testing on the scheduled day.

The agency human resources/personnel designee will notify the employee selected to be at the Mercy Clinic, 323 North Calvert Street, at the beginning of the employee's shift. The employee

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AM-501-2, Part II

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**Commercial Driver's License**

will report to the Mercy Clinic with the following: a completed Request for Services Form (#28-1608-5151), a completed Supervisory Drug/Alcohol Testing Order form (#28-1608-5157), and City photo identification. (Note: The drug/alcohol testing order form does not have to be signed by a Substance Abuse Control Officer, SACO). If the employee fails to show up to the scheduled DOT physical appointment and/or any of his/her re-scheduled DOT/CDL related appointment(s), DOS shall suspend the employee's City driving privileges until the employee successfully completes the updated physical examination and DOS has been notified of such.

**RANDOM TESTS**

All CDL employees shall be subject to regulated drug and alcohol testing as enumerated in the Baltimore City Substance Abuse Control Policy. Failure of a CDL City employee to participate in the regulated drug and alcohol testing shall authorize DOS to suspend the employee's City driving privileges.

**TEST RESULTS**

Negative Test Results: DOS will receive a written report stating negative test results. The employee will continue to work and will be subject to future testing if selected again by the random selection process.

Positive Test Results: DOS will receive a written report stating positive test results. DOS will suspend the employee's driving privileges.

**RELATED POLICES**

- AM-106-1, CITY OF BALTIMORE SAFETY PROGRAM
- AM-501-1, CITY-OWNED VEHICLES
- AM-501-2, PART I, TRAINING COURSES, DRIVERS PERMITS, AUTHORIZATIONS, AND LICENSES FOR CITY-OWNED VEHICLES
- AM-501-2-1, OBTAINING A DRIVER PERMIT FOR CITY-OWNED VEHICLES
- AM-501-2-2, NOTIFICATION OF CITY VEHICLE POLICY
- AM-501-6, VEHICLE MAINTENANCE/REPAIRS
- AM-501-8, ACTIVITY-ASSIGNED VEHICLES
- AM-501-10, MOTOR VEHICLE ACCIDENT
- AM-501-11, VEHICLE DAMAGE AND MALFUNCTION
- AM-501-12, USE OF COMMUNICATION DEVICES PROHIBITED WHEN OPERATING CITY MOTOR VEHICLES OR DRIVING PERSONAL VEHICLES FOR CITY BUSINESS
- AM-501-13, BALTIMORE CITY SMOKING POLICY
- AM-501-14, SEAT BELT USE
- SCAP, CITY OF BALTIMORE SUBSTANCE ABUSE POLICY

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AM-501-2-1

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***Obtaining a Driver Permit for  
City-Owned Vehicles***

The City of Baltimore Driver Permit allows an employee to operate a City-owned car, station wagon, and truck with 2,000 lb. load capacity or less and/or a commercial motor vehicle (CMV) where the driver possesses a commercial driver license (CDL). This driver must maintain a current Medical Examiner's Certificate (DOT card) by successfully completing a physical examination with the City of Baltimore Occupational Medical Services (Mercy Clinic). If an employee is to operate any other type of vehicle, he/she must complete a Special Purpose Vehicle Training Course (AM-501-2) in addition to following this procedure:

**RESPONSIBILITY**

**ACTION**

***AGENCY HEAD OR  
AUTHORIZED REPRESENTATIVE***

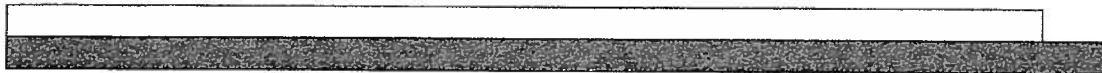
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1. Contact Department of Finance, Division of Occupational Safety (DOS), to schedule employees for the Basic Driver Training Course and/or Re-certification Course. In scheduling employees to participate in a training course, Agency shall provide DOS with a roster list, in writing via email/electronic communication, of the potential training course attendees at least two (2) work days before the scheduled training course to provide sufficient time for DOS to pre-screen each potential attendee's eligibility to attend the training course. This roster list shall be sent by Agency to DOS via email communication. There shall be no walk-in attendees allowed to participate in the training courses held either at DOS and/or at off-site training locations.
2. Notify employees of the date, time and location of the course. Exceptions or noncompliance to course arrangement must be cleared with DOS at least one (1) work day in advance.

***EMPLOYEE***

3.
  - a. Present a valid Maryland State driver's license or approved equivalent to the instructor at the beginning of the course.
  - b. If applicable, surrender current City of Baltimore Driver Permit to the instructor at the beginning of the Re-certification Course for administrative purposes.
  - c. Take corrective lenses to the course(s) if they are legally

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***Obtaining a Driver Permit for City-Owned Vehicles***

required for driving.

**DIVISION OF OCCUPATIONAL SAFETY**

4. Verify that the employee meets all requirements for obtaining a City of Baltimore Driver Permit in AM-501-2, Part I. As it relates to No. 1 above, DOS shall inform Agency via email communication within a reasonable time prior to the start of the training course as to whether the pre-screened roster of potential attendees may in fact participate in the proposed scheduled training day. If not, a reason shall be provided by DOS on the electronic roster list that it communicated via email from DOS to Agency.
5. Conduct Basic Driver Training Courses and/or Re-certification Course for employees.
6. Have each employee, who has successfully completed the applicable driver training course; review a NOTIFICATION OF CITY VEHICLE POLICY, AM-501-2-2. Require each employee to sign notification.
7. Issue City of Baltimore Driver Permit upon receipt of signed NOTIFICATION OF CITY VEHICLE POLICY or as soon as possible after completion. The operator of a City vehicle must carry their City Yellow Driving Permit or a copy of a recent "lost card form" in his or her possession at all times while operating the City vehicle.

**OFF-SITE TRAINING - PROCEDURES OF DOS TO BE FOLLOWED BY AGENCY CONDUCTING TRAINING COURSE THAT ARE PROVIDED OFFSITE AND LOCATED OTHER THAN DOS:**

Agency shall forward to DOS:

Sign-In Sheet – The Safety and Training Representative and/or his/her staff will scan and email a copy of the sign-in sheet for the class taking place at Agency (other than DOS) within 2 hours after a class starts.

Final Packets – Final packets of class attendees will be walked over and hand delivered to DOS by the Agency's Safety and Training Representative(s). The final packet will include signed

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***Obtaining a Driver Permit for  
City-Owned Vehicles***

copies of all of the required policies by each employee that attended the class, a copy of the scanned sign-in sheet and the final roster of attendees. If all signed copies of the required policies are not included in the final packets of class attendees, DOS will not request for the issuance of the yellow permit cards for those class attendees until these documents are provided by the training agency.

Yellow Permit Cards – Once issued by Fuel Systems – Each Agency will be responsible for picking up their respective employees’ yellow permit cards. DOS will require the Agency representative who arrives to pick-up the yellow permit cards to print and sign his/her name so there is no confusion as to who signed for the delivery of the cards from DOS. The cards shall be picked up within one work day of being notified by DOS (unless other arrangements have been communicated to DOS by Agency) that the cards are ready for pick up.

Accident Reports – Will be walked over and hand delivered by the Agency and will be delivered within three (3) work days of the accident unless DOS is advised otherwise and then it will be delivered no later than one week (7 calendar days) after the date of the accident. When the accident reports are delivered to DOS by the Agency, there will be an itemized list provided by Agency with a list of all reports that are being delivered to DOS. This itemized list is to be signed by the DOS representative that receives the report and the Safety and Training representative delivering the reports. This itemized list shall also note the time and date that the reports were delivered and received to/by DOS by the Agency. This list shall serve as the “receipt”/confirmation that these reports were delivered to DOS by Agency.



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AM-501-3

*m* ***Personal Use of City-Owned Vehicles*****SCOPE**

This subtitle regulates the personal use, by City employees, of City-owned vehicles. Unless otherwise authorized by this title, no City-owned vehicle, of any kind, shall be used by City employees for personal, non-work related purposes.

The provisions of this subtitled shall be administered by the Mayor's Motor Vehicle Freeze Committee ("MMVFC"), which shall be composed of representatives of the Fleet Management Division of the Department of General Services, the Department of Finance, and the Office of the Mayor.

**GENERAL PROVISIONS**

- Individuals whose residence is located more than 60 miles from Baltimore City Hall (100 Holliday St. Baltimore, MD 21202), are not eligible for assignment of a City-owned Vehicle.
- Assigned vehicles shall not be used to conduct personal business except for an employee's commute to or from home.
- An assignee is responsible for the condition of a City-owned vehicle (see AM-501-15).
- An assignee must immediately inform the MMVFC by memo of any change in residence. Failure to do so may result in revocation of assignment.
- Passengers in assigned vehicles are limited at all times to those engaged in official City business. Violations of this policy and/or the policy relating to the personal use of an assigned vehicle may result in revocation of assignment, disciplinary action, and may also result in civil liability and/or the loss of the employee's and/or the passenger employee's City of Baltimore authorized driver's permit.
- All traffic or parking fines incurred as a result of any violation of motor vehicle laws will be borne by the assignee. The City reserves the right to deduct from the assignee's paycheck any unpaid fines or penalties incurred while operating a City-owned vehicle.
- **When an assignee authorizes, for limited purposes (and after receiving previous written and/or electronic authorization/approval by the agency/bureau head) another operator to use a City-owned vehicle, the operator must currently (at the time of intended use) meet all City/State licensing, operating, and use requirements, including but not limited to, be in compliance with all City of Baltimore training courses, driver permit requirements, authorizations and licenses for City-owned vehicles.**

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AM-501-3

*m* **Personal Use of City-Owned Vehicles**

- "City-owned Vehicles" include all vehicles leased or rented by the City or any City agency.

**ASSIGNMENT**

The Mayor's Office (Deputy Mayor of Operations), in accordance with the below, shall be responsible for approving any request for the assignment of City-owned vehicles to designated employees.

- All Members of the Board of Estimates, Members of the City Council, and the State's Attorney for Baltimore City will be assigned a vehicle upon request.
- The Baltimore City Fire Department ("BCFD") and the Baltimore Police Department ("BPD") shall make their own assignment of City-owned vehicles to those employees required to respond to public-safety emergencies, subject to the overall size and financing of the City's vehicle fleet.
  - At the beginning of each Fiscal Year, BCFD and BPD shall submit a list to the MMVFC, reviewed and approved by the Fire Chief and Police Commissioner respectively, of all City-owned vehicles assigned to individuals authorized to make personal use of such vehicles, including the individuals to whom such assignments are made and their residential address.
  - Both BCFD and BPD, in the event of any change in vehicle assignment during the Fiscal Year, shall promptly update their respective lists of assigned City-owned vehicles and submit such update to the MMVFC.
- Vehicle assignment for all other City employees will be in conformity with the overall vehicle needs of the City, and will be consistent with the function of the employee requesting assignment of a City-owned vehicle. In general, employees eligible for such assignment will possess a unique level of authority for critical City operations, and will be required to be available to report to emergencies on an on-call basis, and are therefore eligible for assignment of a City-owned vehicle and required to use it for commuting purposes.
  - A Vehicle Assignment Request (form #28-1408-5037), together with written justification for such an assignment, must be submitted to the MMVFC. The request will be forwarded to the Mayor's Office for approval. Any disapproved Vehicle Assignment Request may be appealed by the relevant agency head by directing a memo to the MMVFC.
  - A Fringe Benefit Computation Form must accompany the Vehicle Assignment Request.

MINUTES



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AM-501-3

*m* **Personal Use of City-Owned Vehicles**

- o No change in vehicle assignment may be made without approval by the MMVFC.
- o All assignments of a City-owned vehicle shall be renewed each Fiscal Year. The MMVFC will issue a list of assignments to the assignees and their respective agency heads by June 1. Each agency head shall communicate to the MMVFC which assignments continue to be necessary.
- o Required Reporting:
  - All Assignees: A Vehicle Maintenance Record (form # 28-1902-5032) must be completed on a monthly basis by each assignee.
  - Control Employees: A Vehicle Use Record (form #28-1908-5038), or similar report (acceptable to the Payroll Department), must be completed on a weekly basis by each assignee if deduction of "Official Business Use" will be requested. All 52 vehicle logs are to be submitted to the Payroll Department at the end of the calendar year for tax calculations.

**TAX LIABILITY**

The taxation of personal use of a City-owned vehicle is explained by Internal Revenue Service (IRS) Publication 15-B. The value of the personal use of a City-owned vehicle is considered a taxable fringe benefit, described in more detail below. The commute to and from work is considered personal use. See IRS Publication 15-B for more information, available at <https://www.irs.gov/pub/irs-pdf/p15b.pdf>.

- All employees shall use the "Commuting Rule" to determine the personal use value of a City-owned vehicle for income tax reporting purposes, *except* Control Employees, who shall use the "Lease-Value Rule."
- Commuting Rule. This rule applies to all employees other than control employees. The taxable personal use is valued at a flat rate of \$1.50 for each one-way commute (from home to work or from work to home). This category of employees shall be required to use the assigned City-owned vehicle for commuting purposes.
- Lease-Value Rule. This rule applies to Control Employees only. The taxable personal use by an employee is valued by multiplying the annual lease value by the percentage of personal miles used. The annual lease value is found in IRS Publication 15-B.
  - o A Control Employee is an elected official or an individual whose compensation is equal to or exceeds Federal Government Executive Level V. Compensation information for the current year is available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

MINUTES



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AM-501-3

*m* **Personal Use of City-Owned Vehicles**

- o An employee will be able to reduce his/her annual tax liability by the percentage of miles driven (and recorded on the Vehicle Use Record or similar report) on an annual basis for work-related purposes.
- Exceptions. Under the Qualified Non-Personal Use Exception, a police officer, fire fighter, or public safety officer shall not have tax liability for use of clearly marked police, fire, or other public safety vehicle. Law enforcement officers shall not have tax liability for use of an unmarked vehicle if the use is officially authorized.
  - o A public safety officer is an individual serving a public agency in an official capacity, with or without compensation, as any of the following:
    - Law enforcement officer: a full-time employee of a governmental unit that is responsible for preventing or investigating crimes involving injury to persons or property that is authorized to carry firearms, execute warrants, and make arrests, and regularly carries firearms (except when it is not possible to do so because of the requirements of undercover work).
    - Firefighter.
    - Chaplain.
    - Member of a rescue squad or ambulance crew: persons trained in rescue activity or the provision of emergency medical services and having the legal authority and responsibility to engage in rescue activity or provide emergency medical services.

**CONSULT YOUR TAX ADVISOR**

The City is not responsible for your proper accounting of the use and payment of taxes for the City-owned vehicle as a taxable fringe benefit. Please contact your tax advisor to assist you in complying with the law.

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AM-501-10

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***Motor Vehicle Accident:  
Actions to be Taken***

**SCOPE**

This policy governs those actions to be taken when a City employee is involved in a motor vehicle accident while in the conduct of City business and/or the accident involves the use of a City-owned vehicle or in a personal vehicle while on City business.

It is the responsibility of the agency bureau head or designee to ensure that the required MOTOR VEHICLE ACCIDENT REPORT (MVAR form #28-1758-5026) has been completed, signed and submitted to the Central Bureau of Investigation (CBI), Law Department; Office of Risk Management/Division of Occupational Safety (ORM/DOS), Finance Department; Central Garage Division, Department of Public Works; and the agency head within 24 hours following an accident. A supply of this form must be carried in the glove compartments of all City-owned vehicles at all time.

**REQUIRED ACTIONS**

When involved in a motor vehicle accident, an employee must:

- Summon the local police to the scene of the accident.
- Make no statements at the scene of the accident to anyone except the investigating police officer, an identified investigator from CBI or an identified investigator from the ORM/DOS.
- Obtain names and addresses of person(s) involved in the accident.
- Call 311 to report the details of the accident. (See "Motor Vehicle Reporting Requirement" as listed at the end of this policy).
- If you are injured, notify the agency you work for of the injury(s) as soon as is practical, and if there is an injury, complete an Employee Injury Report (EIR) and have your supervisor call the claim/injury details into ActecSystems CMI at 1-800-877-607-8600.
- Submit the Motor Vehicle Accident Report (MVAR) within 24 hours to the parties identified in the above section (SCOPE) and on the report form.
- Notify CBI or ORM/DOS as necessary. (ORM/DOS is responsible for notifying Maryland Occupational Safety and Health Administration (MOSHA) of certain injuries.)

**INJURY**

If the employee is injured and able to be transported, the employee (with completed EIR) shall immediately report to the Baltimore City Occupational Medical Services (Mercy Clinic) facility, 323 N. Calvert Street (after hours employee injuries are to be seen/treated at the Mercy Emergency

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AM-501-10

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***Motor Vehicle Accident:  
Actions to be Taken***

Room), or if an employee is to be treated at any other hospital or other emergency facility, the employee and/or authorized representative shall call his/her immediate supervisor and notify him/her of where the employee is being treated.

If an employee was injured in the accident, an EMPLOYEE INCIDENT REPORT (EIR) (form #28-1608-5149) must be completed then submitted by the agency head or designee to those listed on the form.

- Call the details reported on the EIR – within 24 hours – to ActecSystemsTeleprompt (toll-free, 24 hours a day), 1-877-607-8600.

**PROPERTY DAMAGE**

The employee or their supervisor must immediately call the accident details in 311 for any motor vehicle accident which resulted in property damage. Between 8:30 a.m. and 4:30 p.m. Monday through Friday, call 410-396-3400; after hours the employee should call 410-396-3100 where the City Hall operator will connect the employee with the CBI duty officer.

**DRUG AND ALCOHOL TESTING**

All drivers involved in an accident while operating a City-owned vehicle or while in performance of their City work, even in a privately-owned vehicle, shall be tested immediately for a complete drug and alcohol screening at the Baltimore City Occupational Medical Services (Mercy Clinic), 323 N. Calvert Street (**after hours at Mercy Emergency Room**), per the City's Substance Abuse Control Policy. The supervisor is to escort or assign a designee to escort the employee to the Mercy Clinic for testing following an accident. A copy of the MVAR, drug/alcohol test results and any and all other relevant documentation related to the accident shall be sent to DOS to include in the employee's driver file.

**RELATED POLICIES**

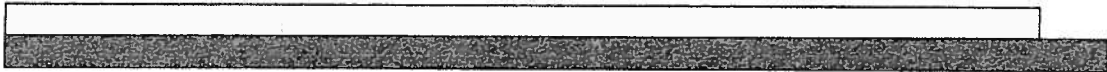
AM-204-10,

AM-502-1, PART II,

JOB INJURY

COMMERCIAL DRIVER LICENSE

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AM-501-10-1

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***Baltimore City – Motor Vehicle  
Accident Reporting Requirement***

**SCOPE**

The Motor Vehicle Accident Reporting Requirement below outlines the procedures in reporting motor vehicle accidents involving a City of Baltimore motor vehicle and/or accidents involving a personal vehicle while in use for City business.

**MOTOR VEHICLE ACCIDENT REPORTING REQUIREMENT**

**Beginning October 1, 2012**, City employees are required to document **ALL** accidents involving a City of Baltimore Motor Vehicle (or involving a personal vehicle while in use for City business) – **no matter how minor** – by calling the City’s 311 Call Center between the hours of 6:00 a.m. and 10:00 p.m. (7 days a week). If the accident occurs between 10:00 p.m. and 6:00 a.m., the employee/supervisor should call the next business day. The 311 Agent will take the accident details over the phone. The City defines an accident as an intentional/unintentional damaging event, including injury/damage to persons or property. **This new procedure will allow the City to accurately track all City vehicle accidents.**

311 Vehicle Accident Reporting Standard Procedures:

- Immediately report the accident to your supervisor.
- Call the Police Department, as required by City Policy.
- The Driver or Supervisor will call 311 and tell the Agent you are reporting a City Motor Vehicle Accident.
- The Agent will then ask you the questions listed below. Be prepared to provide all of the information requested.
- If the accident involves a possible Workers’ Compensation claim, you are also required to call ACTEC Systems at 1-877-607-8600. You are also to complete the required Motor Vehicle Accident Report (MVAR).

When Calling 311, please be prepared with the following Information:

1. Accident Location
2. City Drivers Name
3. City Employees’ Name Reporting the Accident
4. City Vehicle # (the City number assigned to the vehicle)
5. City Vehicle Tag # (license plate #)
6. Reporting Agencies Name (who do you work for)
7. Accident Date
8. What time did the accident take place?
9. How many vehicles (including City Vehicle) were involved in the accident?
10. Was or will a Workers’ Compensation claim be filed?
  - i. If you answer yes here, you will be instructed to report the employee’s injury to ACTEC Systems 1-877-607-8600, complete an EIR (Employee Injury Report) and

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AM-501-10-1

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***Baltimore City – Motor Vehicle  
Accident Reporting Requirement***

when appropriate, send the employee to Mercy Hospital/City’s Occupational Medical Clinic.

- 11. Was a 3rd party (non-city vehicle/person) also involved in the incident?
- 12. Were the Police called to the scene? (As required by City policy)
- 13. Was a Police report written?
- 14. Was a City of Baltimore Motor Vehicle Accident Report Completed? (As required by City policy)
- 15. Contact person’s name, title and phone number.

Please have City employees who operate a City of Baltimore Motor Vehicle or a personal vehicle while in use for City business sign this document showing that they are aware of this new procedure.

DEFERRED

\_\_\_\_\_  
Employee Name – Please Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

Douglas S. Kerr, Risk Manager  
 City of Baltimore  
 Department of Finance  
 Office of Risk Management  
 401 E. Fayette Street, Suite 700  
 Baltimore, MD 21202  
 (443) 984-3786  
 Fax: 410-396-1071  
 BlackBerry: 443-250-7413



MINUTES



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AM-501-11

*m* **Vehicle Damage and Malfunction**

**SCOPE**

Whenever vehicle damage, malfunctions, or accidents occur, appropriate actions must be initiated within 24 hours by the operator or assignee, and the supervisor. Once notified of the damage, malfunction, or accident, Fleet Management Division (FMD), and the Vehicle Damage Inspector become involved in analyzing, investigating and following through on the occurrence in accordance with this policy.

**OPERATOR RESPONSIBILITY**

If vehicle is damaged it is the responsibility of the operator to:

- Report vehicle damage by telephone or in person to his/her immediate supervisor. If the vehicle operator is not the assignee, the operator must also report the damage to the assignee.
- Notify FMD, by telephone of vehicle damage, and arrange for repairs.
- Complete and forward a VEHICLE DAMAGE DESCRIPTION to the immediate supervisor detailing the incident.

If vehicle malfunctions, it is the responsibility of the operator to:

- Report vehicle malfunction immediately to FMD and arrange for repairs.

If vehicle is in an accident, it is the responsibility of the operator to:

- Report accidents in accordance with AM-501-10, Motor Vehicle Accidents.

**SUPERVISOR RESPONSIBILITIES**

Upon receipt of the operator's completed Vehicle Damage Description, review all information, complete the "IMMEDIATE SUPERVISOR" section of the form and distribute to the appropriate parties.

**FMD RESPONSIBILITIES**

The FMD, within three (3) workdays from the initial observation or discovery of vehicle damage, must file a VEHICLE DAMAGE REPORT, (form # 28-4908-5077) concerning the damage and notify the proper parties:

- Vehicle Damage Investigator
- Agency Vehicle Coordinator

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AM-501-11

*m* **Vehicle Damage and Malfunction**

- Risk Management, Division of Occupational Safety

The above actions must be taken if the FMD:

- Discovers vehicle damage while servicing or inspecting a vehicle; or
- Discovers vehicle damage while investigating vehicle malfunction; or
- Receives a report of vehicle damage.

If the vehicle must be repaired by an outside vendor, the FMD must obtain a written estimate from the vendor stating the following information:

- Type of damage.
- Probable cause of damage.
- Estimated cost of repairs, i.e., an itemized breakdown of costs for labor and parts.

The FMD, must submit a copy of the above-cited estimate with a Vehicle Damage Report to the Vehicle Damage Investigator.

The FMD may not release any vehicle which has been damaged without submission of a Vehicle Damage Report for that vehicle.

**Vehicle Damage Investigator**

The Vehicle Damage Investigator is responsible for reviewing and/or investigating all cases of vehicle damage involving City-owned vehicle. The investigator must determine whether damage occurred through negligence, misuse, and/or abuse, and notify the responsible party(ies). The investigator must recommend specific disciplinary action and direct charges to the agency budget. In each case of vehicle damage, required investigative duties and necessary reports must be submitted within 20 days of completion of vehicle damage investigation.

**VEHICLE DAMAGE INVESTIGATION RULING**

The Investigator may direct:

- An agency/bureau head to send any City-owned vehicle to the FMD for inspection.
- The FMD to conduct an inspection of any City-owned vehicle.

Copies of the VEHICLE DAMAGE RULING should be submitted to:

- Fleet Management Division.

MINUTES



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AM-501-11

*m* **Vehicle Damage and Malfunction**

- Agency Fleet Coordinator.
- Risk Management, Division of Occupational Safety

Within 15 work days from receipt of the Vehicle Damage Ruling, the agency head must state on the form the disciplinary actions or reasons for not taking action by returning the form to the Investigator. If an employee is judged to have been negligent, abusive, etc., then the agency head may direct the following actions upon consultation with the Law Department and Office of the Labor Commissioner:

- Suspension/termination.
- require employee repayment.
- reprimand the employee.
- revoke vehicle assignment.

Failure by the agency head to return the Vehicle Damage Ruling within the 15 work day time limit will result in the recall of the vehicle by the FMD, with all recall costs to be borne by the agency. Written notification of such failure will be made by the investigator to the Mayor.

**RISK MANAGEMENT, DIVISION OF OCCUPATIONAL SAFETY**

The Division of Occupational Safety has the authority to immediately suspend an employee's City of Baltimore Driver Permit and/or Special Purpose Vehicle Authorization. See AM-501-2, Part I, Training Courses, Driver Permits, Authorizations and Licenses for City-Owned Vehicles, for complete information concerning suspension and revocation of the Driver Permit and Special Purpose Vehicle Authorization.

**RELATED POLICIES**

AM-501-2, PART I,	TRAINING COURSES, DRIVER PERMITS, AUTHORIZATIONS AND LICENSES FOR CITY-OWNED VEHICLES
AM-501-2, PART II, AM-501-11,	COMMERCIAL DRIVER LICENSE VEHICLE DAMAGE AND MALFUNCTION

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AM-501-12

*m Use of Communications Devices Prohibited When Operating City Motor Vehicles or Driving Personal Vehicles for City Business*

**SCOPE**

City employees are prohibited from using personal communications devices and/or wearing any type of headset/headphones including Bluetooth, to send, receive, listen to and/or review communications at any time while driving City-owned/leased vehicles for any purpose, or while driving their personal vehicles on City business. This policy also applies while operating a, moving, and/or in-gear motorized vehicle.

This policy does not apply to the use of communications devices issued to first responders (Fire and Police) for official emergency communications, Departmental issued laptop/notebook computers for fire and/or police vehicles, and City-issued two-way radio with push-to-talk technology when no passenger is in the vehicle

**DEFINITIONS**

Employee – Any individual employed by and/or paid by the Mayor and City Council of Baltimore. This includes hourly and salaried workers, supervisors, managers, department heads, bureau heads, and elected officials and their appointed staffs. The policy also applies to seasonal employees, consultants, volunteers, and staff provided by temporary agencies (seasonal employees) while operating their own personal vehicle on City business.

Personal Communications Devices – Personally owned or City issued, communication devices such as, but not limited to, cell phones, pagers, text pagers, two-way radios, any and all hands-free devices, wireless devices (Blackberries, Smartphones including but not limited to iPhones, Androids, iPads, iPod Touch, etc.), computers, laptops, etc., GPS (and/or any type of global positioning system), Infrared devices, network cards, Bluetooth technology, speakerphones, and/or headsets/headphones of any type.

Hands Free Communications Device – Any communication device/equipment not requiring the use of hands or to be held by hands.

Motorized Vehicle – Any vehicle registered with the State MVA (car, van, truck) and/or any State or Department of Transportation (DOT) registered vehicle.

**WHAT IS PROHIBITED**

The following represent unsafe acts and are **NOT** allowed:

- Any use of a cell phone when driving;
- The writing, sending or reading of text or email messages when driving;

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AM-501-12

***m Use of Communications Devices Prohibited When Operating City Motor Vehicles or Driving Personal Vehicles for City Business***

- The use of any voice activated technologies to write, send, or read text or email messages while driving;
- Use of a Personal Communications Device by the driver while operating a moving and/or in-gear motorized vehicle;
- Use of laptop, notebook, net book, iPad or other type of computer when driving;
- Use of two-way radio by driver/operator when another a passenger, is able to handle the communication;
- The use of any hand-held or hands free communication device in any manner while fueling and/or refueling any vehicle (personal, City, or other) at any time in any location; and
- The use of any hand-held or hands free communication device at any location involving a potential or confirmed fuel spill, gas leak, or any potentially hazardous and/or flammable spills or vapors.

**WHAT IS ALLOWED**

- The use of City-issued two-way radio that operates with push-to-talk technology is allowed to be used by the driver/operator only in situations when there is no passenger present in the cab or vehicle who is able to use the radio communication;
- The use of a personal communications device by first responders for official emergency communications;
- The use of Police and/or Fire Department issued laptop/notebook computers for marked patrol vehicles; and
- The use of a wireless communication device to contact the 9-1-1 system.

**PLACING OR RECEIVING CALLS AND MESSAGES**

If communication is necessary using a personal communications device either outgoing or incoming, the driver is to wait until he/she reaches a safe place to park before placing or receiving calls, text messaging and emailing.

**DISCIPLINARY ACTION**

Failure to comply with this policy may result in loss of an employee's City driving permit and/or

MINUTES



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AM-501-12

*m Use of Communications Devices Prohibited When  
Operating City Motor Vehicles or  
Driving Personal Vehicles for City Business*

progressive disciplinary action up to and including termination.

## MINUTES

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AM-501-14

*m**Seat Belt Use***SCOPE**

All employees of the City of Baltimore are required to wear seat belts (at all times while the vehicle is in operation) when traveling in city-owned/leased vehicles for any purpose or while driving their personal vehicles on City business. **All occupants including the driver and any and all passenger(s) shall wear seat belts.** No vehicle shall be operated unless all occupants are secured by a seat belt. This policy also applies to employees while operating moving and/or ingear motorized off-road equipment.

This policy will also apply to consultants, volunteers and staff (either provided by temporary employment agencies or doing business directly with the City (including seasonal employees) while operating their own personal vehicles on City business.

**DEFINITIONS**

*Employee:* Any individual employed by, who works for and or is paid by the City of Baltimore. This includes (but is not limited to) hourly and salaried workers, supervisors, managers, department heads, bureau and agency chiefs, elected officials and their appointed staffs, consultants, volunteers and staff from employment agencies.

*Operation:* The vehicle is considered to be in "operation" when the key is turned to the on position and the engine is running.

**DISCIPLINARY ACTION**

Failure to comply with this policy may result in the suspension/revocation of an employee's City of Baltimore Driver Permit/Authorization and/or may also result in progressive disciplinary action for **any** occupant. Disciplinary action for sworn and civilian members of the Baltimore Police Department shall be in accordance with the provisions and directives contained in its General Orders. Disciplinary action for employees of the Fire Department will be in accordance with the Manual of Procedure.

*Seat Belt Visual Audits*

The Office of Risk Management/Division of Occupational Safety will be conducting random visual inspection audits to see if the driver and occupants of the City vehicle are wearing seat belts. The audit will show the date and time of the infraction as well as the location and vehicle ID number (and tag if available). Once that information is gathered, it will be turned over to the responsible Agency for progressive disciplinary to take place against those in violation of the policy.

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AM-501-14

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*Seat Belt Use*

**RELATED POLICIES**

AM-501-2,

TRAINING COURSES, DRIVER PERMITS,  
AUTHORIZATIONS AND LICENSES FOR CITY-OWNED  
VEHICLES



## MINUTES

  
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AM-505-1

*m Insurance for Loss or Damage to City Property*

## SCOPE

The Office of Risk Management, (Department of Finance), must be notified within 24 hours by telephone and or email of any loss to City-owned real property, including contents. In cases of loss or damage to real property, the Building Inspection/Maintenance Engineer for the building/agency shall also be notified. An example of a real property loss would be a building fire, water damage due to a blown water pipe, or stolen laptops or other stolen property.

## LOSSES

1. Losses of \$10,000.00 or less are absorbed by the affected agency.
2. Losses above \$10,000.01 to the limits of commercial insurance policy's deductible, (currently at \$500,000), are covered by the City's Self-Insurance Fund. (The first \$10,000.00 of a covered loss is still the agency's responsibility.) The City's Self-Insurance Fund will be responsible for covered claims which have a loss value of \$10,000.01 to \$490,000.
3. Losses **in excess** of the commercial insurance policy's deductible, (currently at \$500,000), are covered by a commercial insurance policy. (In such cases, the first \$10,000.00 is the agency's responsibility; the City's Self-Insurance Fund covers the next \$490,000, or the limits of the commercial insurance policy's deductible.)
4. The City's Self-Insurance Fund is **not** responsible for the unexplained disappearance of City-owned property.
5. The City or the City's Self-Insurance Fund is **not** responsible for the loss, damage, or unexplained disappearance of a City employee's personal property, unless it is proven to be used for work and is a requirement of employment.
6. **Only losses that would be covered (a covered event or covered cause of loss) under the City's commercial insurance policy (whether or not the \$500,000 deductible was breached), will be paid by the City's Self-Insurance Fund.**

When there is a loss of other City property (fencing damage, stolen copper from AC units, city owned light poles and guard rails, etc.), but not as a result connected with a real property or its contents:

1. Losses up to \$10,000.00, depending on the particular type of loss and the insurance policy providing such coverage, are absorbed by the affected agency.
2. The City's Self-Insurance Fund covers losses above \$10,000.01 to limits of the commercial insurance policy's deductible. (The first \$10,000.00 of a covered loss is still the agency's responsibility.)

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AM-505-1

*m Insurance for Loss or Damage to City Property*

- 3. Losses in excess of the commercial insurance policy's deductible are covered by a commercial insurance policy. (In such cases, the first \$10,000.00 is the agency's responsibility; the balance of the commercial insurance policy's deductible, is the City's responsibility.) When there is a loss, the entire amount of the loss may be covered by the City's Self-Insurance Fund or by a commercial insurance policy, subject to the procedures above.

The amount of the deductible, which is applied in all of the above circumstances, may be at the administrative discretion of the Office of Risk Management, (Department of Finance), in some cases. See AM-505-1-1.

**RELATED POLICIES**

AM-505-1-1,

PROCEDURES FOR PROPERTY CLAIMS: LOSS OR  
DAMAGE TO CITY PROPERTY, INCLUDING CONTENTS

MINUTES



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AM-505-1-1

*m* **Procedures for Property Claims:  
Loss or Damage to City Property, Including Contents**

RESPONSIBILITY

ACTION

AGENCY HEAD

Notify within 24 hours by telephone or e-mail the following officials of any City-owned property damage or theft:

- a.) Office of Risk Management, Dept. of Finance, 401 E. Fayette St., 7<sup>th</sup> floor, (410-396-5115).
- b.) Your agency's Building Inspection /Maintenance Engineer (only when real property (such as buildings) is involved).

Complete the Risk Management Incident Report and mail or e-mail it to the Office of Risk Management. **Risk Management Incident Report is attached.**

**BUILDING INSPECTION/  
MAINTENANCE  
ENGINEER**

Personally inspect and prepare estimate of reported loss or damage. Send copy of estimate to affected agency and the Office of Risk Management.

AGENCY HEAD

Agency Head may select one of the following options:

- Make repairs using own maintenance force, or
- Request the awarding of a contract for such repairs or replacements, or
- Make repairs or replacements at a later date.

If damage, theft or loss is:

- a.) **\$10,000.00 or less, PROCEDURE ENDS HERE.**
- b.) If the loss is greater than **\$10,000.01** to limits of commercial insurance deductible, (currently at \$500,000), send a written request to the Office of

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AM-505-1-1

*m*      ***Procedures for Property Claims:  
Loss or Damage to City Property, Including Contents***

Risk Management, including an itemized list of repairs or replacements based on actual or estimated costs plus any and all information that will substantiate the loss, for approval to reimburse the agency from the City's Self-Insurance Fund. (The first **\$10,000.00** of the covered loss is still the agency's responsibility.)

**OFFICE OF RISK  
MANAGEMENT**

If damage or loss is between **\$10,000.01** and \$500,000, the Office of Risk Management will reimburse the agency for repair and/or replacement costs from the Self-Insurance Fund. **The Agency must pay for the repairs first then seek reimbursement from the Office of Risk Management** – Self-Insurance Fund. Repairs must be of similar like kind and quality.

If damage, theft or loss is in excess of \$500,000:

- a.) The Office of Risk Management will reimburse the agency for \$490,000 from the Self-Insurance Fund.
- b.) Risk Management will then notify the insurance company of the claim and negotiate a settlement on behalf of the City and the affected agency for claim costs in excess of the commercial policy deductible, currently at \$500,000.

MINUTES



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AM-505-1-1

*m*      **Procedures for Property Claims:  
Loss or Damage to City Property, Including Contents**

**RISK MANAGEMENT**

**INCIDENT REPORT FOR REPORTING LOSS OR DAMAGE OF CITY PROPERTY**

Agency/Bureau: \_\_\_\_\_ Building Name: \_\_\_\_\_

Address of Loss: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Incident Date: \_\_\_\_\_

Incident Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Repair/Replacement Cost: \_\_\_\_\_ Actual Cost: \_\_\_\_\_

Project Manager's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date of when the incident was reported to the Office of Risk Management: \_\_\_\_\_

Time Reported: \_\_\_\_\_ Person's Name: \_\_\_\_\_

Police Report #: \_\_\_\_\_ Copy Attached: YES NO

Photos Taken: YES NO      If YES, taken by whom: \_\_\_\_\_

Are there Attached Photos: YES NO

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AM-505-1-1

*m Procedures for Property Claims:  
Loss or Damage to City Property, Including Contents*

Action Taken Related to the Loss: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Final Submission Date: \_\_\_\_\_

Office of Risk Management, 401 E. Fayette Street, Suite 700, Baltimore, MD 21202  
Phone: (410) 396-5115 Fax: (410) 396-1071 E-Mail: Douglas.Kerr@baltimorecity.gov

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AM-506-1

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***Building Maintenance***

**SCOPE**

The Department of General Services has two divisions that assist with building-related services, the Major Projects Division, and the Facilities Maintenance Division.

**MAJOR PROJECTS DIVISION:**

- Supervises and manages the construction, renovation and alteration, of City-owned buildings.
- Provides architectural and engineering services such as studies, evaluations, designs, and cost estimates for major construction, rehabilitation or renovation projects in City-owned buildings.
- Provides design services for renovation and/or construction in City buildings for various City agencies.
- Provides project management services including construction supervision and oversight, change order review and approval, contractor payments, attendance at progress meetings, evaluations of contractor, subcontractor and design consultant performance for all , evaluations of contractor and subcontractor performance for all construction in City-owned buildings. . Provides Capital Planning Services for agencies that do not have their own capital building programs.
- Requests for Capital Projects can be made throughout the year, based on availability of funding, by filling out the Capital Project form (available on the DGS website).

**FACILITIES MAINTENANCE DIVISION:**

- Operates over 400 City-owned buildings, which are maintained under DGS control.
- Is responsible for the abatement of asbestos, mold and other environmental hazards within City-owned buildings. Provides maintenance and repair services for all City-owned buildings.
- Provides contractual custodial services.
- Provides contractual unarmed guard services.
- Provides contractual lawn cutting, extermination, and other related building services.

## MINUTES

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AM-506-1

*m****Building Maintenance*****LEASED BUILDINGS**

In buildings leased by City agencies, the property owners typically provide certain services in accordance with the specific terms of the lease. For further questions regarding these services, agencies may contact the Department of Real Estate.

**PROCEDURE TO REQUEST WORK**

All requests for maintenance or repair work require a Work Order be placed into the Archibus software system. Specific requests and questions regarding requests should be directed to the Department of General Services. Contact 410-396-3704 for referral information. For technical support with the Archibus software system users should contact the Archibus Office via phone 410-396-8992 or email Archibus@baltimorecity.gov.

To request work, the authorized employee should follow the steps below.

1. Determine need for maintenance, minor alterations, or repairs of City buildings.
2. Contact their Service Request Liaison for their agency or floor. (SRL) If you do not know your SRL, contact the Archibus office at (410)396-8992.



## MINUTES

Department of Finance - cont'd

UPON MOTION duly made and seconded, the Board **DEFERRED** the foregoing revisions to the Administrative Manual Policies for AM 501-1, City-Owned Vehicles; AM 501-2, Part I Training Courses, Driver Permits, Authorizations, and Licenses for City-Owned Vehicles; AM 501-2, Part II Commercial Driver's License; AM 501-2-1, Obtaining a Driver Permit for City-Owned Vehicles; AM 501-3, Personal Use of City-Owned Vehicles; AM 501-10, Motor Vehicle Accident: Actions to be Taken; AM 501-10-1, Baltimore City - Motor Vehicle Accident Reporting Requirement; AM 501-11, Vehicle Damage and Malfunction; AM 501-12, Use of Communications Devices Prohibited when Operating City Motor Vehicles or Driving Personal Vehicles for City Business; AM 501-14, Seat Belt Use; AM 505-1, Insurance for Loss or Damage to City Property; AM 505-1-1, Procedures for Property Claims: Loss or Damage to City Property Including Contents, and AM 506-1 Building Maintenance for 1 week.

**MINUTES**

Department of Finance - Financial Audits of the Department  
of Transportation

**ACTION REQUEST OF B/E:**

The Board of Estimates is requested to **NOTE** receipt of the Department of Transportation Financial Audits. In accordance with AM Policy 404-5, Quadrennial Audits Policy, the Department of Finance submits to the Board of Estimates the Department of Transportation Quadrennial Financial Audits for Fiscal Years 2010, 2011, 2012, and 2013.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

Council Bill 12-0053 was enacted on August 15, 2012. The Ordinance amended the City Charter, in Article VII, Section 4.5, to require 13 specific Executive Departments (Principal Agencies) to undergo a quadrennial audit (separate financial and performance audits).

The Department of Transportation financial audits received an unqualified opinion, meaning that the financial statements were presented fairly, in all material respects, the respective financial position of the governmental funds and the conduit fund for the Department of Transportation as of June 30, 2010, 2011, 2012 and 2013 and the respective changes in financial position and cash flows for the conduit fund for the years then ended in accordance with accounting principles generally accepted in the United State of America.

**MBE/WBE PARTICIPATION:**

N/A

## MINUTES

Department of Finance - cont'd

President: "The second item on the non-routine agenda can be found on page 126 Department of Finance, Financial Audits of the Department of Transportation. Will the parties please come forward."

Mr. Steve Kraus: "Good morning, my name is Steve Kraus Deputy Finance Director. Good morning Mr. President, Madam Comptroller, Director Raymond and members of Board of Estimates. In accordance with AM Policy 404-5, Quadrennial Audits Pol -- Audits Policy. Department of Finance submits to the Board of Estimates the Department of Transportation Quadrennial Financial Audit for fiscal years 2010, 2011, 2012, and 2013. The Board of Estimates is requested to approve the financial audits. The Audits received a unqualified opinion meaning that the financial statements represented fairly in all material respect and respective financial position of the governmental funds and the conduit fund for the Department of Transportation. I would like to note that in none of the financial audits completed to date have irregularities or fraud been found. Under Mayor Rawlings-Blake's leadership, the administration has been fully supportive

**MINUTES**

of the Quadrennial Audit process, and all thirteen-principle agencies are either under contract with the Department of Audits or with an external auditor and all these will be completed by December of this year, thank you."

President: "Thank you. The Audit has been **NOTED.**"

UPON MOTION duly made and seconded, the Board **NOTED** receipt of the Department of Transportation Financial Audits.

**MINUTES****CITY COUNCIL BILL**

16-0763 - Retail Business Districts - Semiannual Fee Collection  
For the purpose of changing the collection period of the license fee for the York Road Retail Business District from annual to semiannual; clarifying and conforming related provisions; providing for a special effective date; and generally relating to the purposes and operations of Retail Business Districts.

**SUBJECT TO AMENDMENT, THE LAW DEPARTMENT APPROVES THE BILL FOR FORM AND LEGAL SUFFICIENCY.**

**AMENDMENT:**

The Law Department notes that the bill does not seek to change the language in Section 11-10(c), which requires the Department of Finance to transfer the funds to the business districts annually, within 75 days of receipt. This creates an inconsistency for the Department of Finance, which would be obligated to disburse the funds only yearly but also within 75 days of receipt of each semiannual payment. The Law Department recommends an amendment to Section 11-10(c), which simply deletes the words "Each year," from that section, so that all funds are disbursed within 75 days, regardless of when they are received. This would also capture any fees paid late in any Retail Business District and allow them to be disbursed more than once a year.

**MINUTES**CITY COUNCIL BILL - 16-0763 - cont'd

THE BALTIMORE DEVELOPMENT CORPORATION (BDC) IS FAVORABLE WITH THE FOLLOWING:

COMMENTS

This amendment modifies the rules for the York Road Retail Business Districts License (RBDL) in the following way: instead of requiring payment of the entire RBDL fee in December, a semi-annual bill will be issued and due on January 1<sup>st</sup>, with a second semi-annual bill issued and due on July 1<sup>st</sup>. This change may have the effect of easing the burden on local businesses subject to the fee by splitting the payment over six months. However, it may also have the effect of spreading the cash flow over the entire year for the RBDL. This may have negative budgetary consequences for the RBDL, depending on their operating plan, as many events and activities take place during the spring and summer months. With semi-annual payments, half of the fees will likely be disbursed to the RBDL after programming for those months has taken place, which may cause the RBDL to have insufficient funds to plan and execute events in the first year that this goes into effect - which may be likely to be smoothed out in subsequent years. BDC will defer to the City Finance Department regarding additional effects that this change will have on its billing, collection, and disbursement procedures.

BDC supports Bill 16-0763, provided that this change does not require taking a semi-annual inventory of businesses in the RBDL, and the annual inventory that currently takes place continues to serve as the basis for calculating the RBDL fees owed by each business, which will then be billed, collected, and disbursed semi-annually by the Department of Finance.

**MINUTES****CITY COUNCIL BILL - 16-0763 - cont'd**

THE DEPARTMENT OF FINANCE, BUREAU OF REVENUE COLLECTION DEFERS TO BDC AND LAW FOR THESE AGENCIES' RESPECTIVE ANALYSES OF THE PROPOSED BILL'S OPERATING IMPACT.

The Department of Finance supports Council Bill 16-0763.

**ALL OTHER REPORTS RECEIVED WERE FAVORABLE.**

UPON MOTION duly made and seconded, the Board approved Bill 16-0763 and directed that the Bill be returned to the City Council with the recommendation that it also be approved and passed by that Honorable Body. The President **ABSTAINED.**

**MINUTES****CITY COUNCIL BILL**

16-0703 - City Solicitor and Director of Public Works - Salaries  
For the purpose of setting the annual salaries of the  
City Solicitor and the Director of Public Works; and  
providing for a special effective date.

(a) The annual salaries of the municipal officers who  
serve as members of the Board of Estimates are as  
follows:

- (1) City Solicitor \$188,000
- (2) Director of Public Works \$188,000

(b) These salaries take effect with the first pay period  
following the effective date of this ordinance.

**ALL REPORTS RECEIVED WERE FAVORABLE.**

UPON MOTION duly made and seconded, the Board approved Bill  
16-0703 and directed that the Bill be returned to the City  
Council with the recommendation that it also be approved and  
passed by that Honorable Body. The President **ABSTAINED**. The  
Director of Public Works **ABSTAINED**.



**MINUTES****TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore City Council</u>			
1. Sharon Middleton	2016 Large Large Urban County Caucus (LUCC) Legislative Conference New York, NY Nov. 15 - 21 2016 (Reg. Fee \$0.00)	Elected    Official Expense Account	\$1,410.09
<u>Baltimore Police Department</u>			
2. Deanna Effland	Managing Within Your Budget - Financially & Operationally Louisville, KY Nov. 13 - 18, 2016 (Reg. Fee \$695.00)	Asset Forfeiture Funds	\$2,267.26

The subsistence rate for this location is \$170.00 per night. The cost of the hotel is \$159.00 per night plus taxes of \$25.56 per night. The Department is requesting additional subsistence of \$29.00 per day to cover the cost of meals and incidentals. The airfare cost of \$389.46 was prepaid using a City-issued credit card assigned to Mr. Tribhuvan Thacker. Therefore, the disbursement to Ms. Deanna Effland is \$1,877.80.

**MINUTES****TRAVEL REQUEST**

<u>Name</u>	<u>To Attend</u>	<u>Funds</u>	<u>Amount</u>
<u>Baltimore Police Department</u>			
3. Ayesha Larkins	American Association for Laboratory Accreditation Assessment of - Laboratory Competence Frederick, MD Nov. 14 - 18, 2016 (Reg. Fee \$1,595.00)	Asset Forfei- ture Fund	\$1,875.80

The registration fee in the amount of \$1,595.00 was pre-paid on a City-issued credit card assigned to Mr. Tribhuvan Thacker. Ms. Larkins will be disbursed \$280.80.

4. Edmund Goode	Secured Cities 2016 Conference Houston, TX Nov. 14 - 17, 2016 (Reg. Fee \$349.00)	Mayor's Office on Criminal Justice - CitiWatch General Fund	\$1,768.81
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Health Department

5. C. Patrick Chaulk	CDC - Project THRIVE: Health Department Demon- stration Projects for Comprehensive Prevention, Care, Behavioral Health, and Social Services for Men Who Have Sex with Men of Color at Risk for and Living	Federal \$ Funds	0.00
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**MINUTES****TRAVEL REQUEST**

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

with HIV Infection -  
Funding Opportunity  
Announcement  
PS15-1509 Year 2  
Grantee Meeting  
Atlanta, GA  
Nov. 13 - 15, 2016  
(Reg. Fee \$0.00)

The Johns Hopkins School of Medicine will cover all costs associated with this travel request. This request involves week-end travel.

**RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT**Department of Law

6. Robert Anbinder	Maryland State Bar Association Annual Meeting Ocean City, MD June 15 - 18, 2016 (Reg. Fee \$225.00)	\$ 584.70
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Mr. Anbinder traveled to Ocean City, Maryland on June 15-18, 2016, to attend the Maryland State Bar Association Annual Meeting.

Mr. Anbinder personally incurred the costs of the hotel, state and occupancy taxes and registration fee. Therefore, the requested reimbursement amount to Mr. Anbinder is \$584.70.

**MINUTES****RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT**Department of Law - cont'd

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

**REIMBURSEMENT**

\$218.00 - Hotel (\$109.00 x 2)  
22.90 - State and Occupancy Tax  
225.00 - Registration  
118.80 - Mileage (220 x 0.54)  
**\$584.70 - Total Reimbursement**

The retroactive travel approval/reimbursement is late because of a delay at the administrative level.

UPON MOTION duly made and seconded, the Board approved the foregoing travel requests and retroactive travel approval/reimbursement. The President **ABSTAINED** on item no. 1.

**MINUTES**Bureau of Purchases - Cure of Bid Security Deficiencies**ACTION REQUEST OF B/E:**

The Board is requested to instruct the Law Department to return to the Comptroller the eight bids or proposals detailed in the Background Explanation below and recently received and opened by the Board of Estimates in response to the Department of Finance's advertised solicitations, and which the Board of Estimates forwarded to the Law Department as potentially non-responsive solely due to failure to submit responsive bid security. The Board is also requested to instruct the Comptroller to transmit the aforementioned documents to the Bureau of Purchases for evaluation of whether the non-responsive bid security can be cured to allow these bids or proposals to be evaluated. Finally, the Board is requested to instruct the Bureau of Purchases to report on the results of its evaluations upon request for price opening or recommendation of award (as appropriate to the specific solicitation) so that the Board can consider both the Bureau of Purchases' recommendation and the underlying results of the bid security evaluations for Board approval.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

Eight bids or proposals received and opened by the Board of Estimates have recently been forwarded to the Law Department for failure to include sufficient bid security. Those eight bids or proposals were submitted in response to one of the following Solicitations, with the respective vendor and error noted:

- B50004530** - Baltimore City Shuttle/Transit Service (Board was unable to locate the bid security in the technical proposal submitted by Martz Group);
- B50004727** - Transit Van with Camera Inspection System (Chapman Auto Group submitted a bid with inconsistent entity names between the bid and the bond, which also included a copied signature);

## MINUTES

Bureau of Purchases - cont'd

- B50004730** - Crew Cab Truck with a Utility Body and Wachs System (Board was unable to locate bid security in the three separate bid packages from Chapman Auto Group, Kip Killmon Louisa Ford, LLC, and Bayshore Ford Trucks);
- B50004537** - Diversity and Labor Compliance System (AskReply, LLC submitted a technical proposal with a business check rather than a certified check, and promptly cured its deficiency by replacing it with a certified check);
- B50004784** - Cutaway Vans with a Dry Freight Body (Chapman Auto Group submitted a bid with inconsistent entity names between the bid and the bond, which also included a copied signature); and
- B50004728** - Backhoe with Loader (Board was unable to locate the bid security in the bid submitted by Valley Supply & Equipment Company, Inc.).

The Department of Finance's Bureau of Purchases will follow the guidance established in the Department of Finance Bonding Policy and Procedures (implemented effective February 25, 2015, and currently on file with the Department of Legislative Reference, per the Baltimore City Charter Art. VI, Section 11(h)(2)) to determine whether each bid security deficiency, or each failure to include a bid security, was made in good faith by the vendor(s) and eligible for cure, and will inform the Board of Estimates of the action taken in each case, when recommending a price opening or award (as appropriate to the specific solicitation) to the Board of Estimates.

UPON MOTION duly made and seconded, the Board **DEFERRED** the Cure of Bid Security Deficiencies for one week.

**MINUTES**Baltimore Public Markets Corporation - Third Amendment to Lease**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Third Amendment to Lease with the Baltimore Public Markets Corporation (BMPC), Tenant.

**AMOUNT OF MONEY AND SOURCE:**

\$2,000,000.00 - City Bond Funds 601-024

**BACKGROUND/EXPLANATION:**

The City is a party to an existing Lease with BPMC, whereby BPMC is given authority to operate a public market at Cross Street Market (Market). BPMC is proposing to enter into a Management Agreement with CSM Ventures, LLC (CSM) to redevelop and operate the Market. In order to effectuate the Management Agreement, BPMC is requesting that the Board of Estimates approve the enclosed Third Amendment to BPMC's Lease with the City in order to: 1) provide an initial term of 15 years, with 7 renewal periods of 5 years each, and 2) to confirm the City's payment of \$1,500,000.00 in capital funds to BPMC in three annual installments of \$500,000 to support the redevelopment of the Market.

On January 6, 2015, BPMC issued a Request for Proposals (RFP) for a Redevelopment Opportunity at Cross Street Market, located at 1065 South Charles Street and comprising 31,800 sq.ft. in area. Submissions to the RFP were due within 60 days of issuance of the RFP. The CSM team was the single responsive bidder. On June 18, 2015, the BPMC Board of Directors voted to authorize BPMC to enter into an Exclusive Negotiating Privilege (ENP) agreement with CSM for the redevelopment of the Market.

## MINUTES

Baltimore Public Markets Corporation - cont'd

Since that time, BPMC renewed subsequent ENPs to provide sufficient time for CSM to conduct development design work, to meet with tenants of the Market and various community groups, to create a budget for the redevelopment and management of the Market, and to negotiate with BPMC over the terms of the Management Agreement.

The Management Agreement grants CSM permission to execute leases for space to any tenant for uses consistent with a public market, particularly retail and restaurant uses in accordance with an Approved Annual Management Plan, reviewed and approved by BPMC and CSM each year. The Agreement sets forth a Redevelopment Plan to transform the Market within the next two years, funded by \$4.5 million in capital contributed by CSM and \$2 million in capital provided by BPMC and the City. The initial term of the Agreement is for 15 years, with 7 renewal periods of 5 years each, for a potential total term of 50 years. Under the Management Agreement, CSM is entitled to generate revenue from the operation of the Market, with any revenue allocated according to the following priorities: \$10,000.00 per month to BPMC as a Priority Payment; monthly payment to CSM's lender, an annual amount equal to 8% of CSM's equity contribution, and 50/50 profit sharing between BPMC and CSM. The Agreement calls for CSM to take control of the Market on January 1, 2017.

To effectuate the Management Agreement, BPMC is requesting that the Board of Estimates approve the enclosed Third Amendment to BPMC's Lease with the City in order to: 1) provide an initial term of 15 years, with 7 renewal periods of 5 years each, and 2) to confirm the City's payment of \$1,500,000.00 in capital funds to BPMC in three annual installments of \$500,000.00 to support the redevelopment of the Market. The City's grant constitutes less than one-third of the project's development costs, estimated to total \$6.5 million. Competitive bidding as to the



**MINUTES**Baltimore Public Markets Corporation - cont'd

City grant for less than one-third of the project costs would confer no benefit upon the City, BPMC or the project and therefore is not practical. There is no efficient way to allocate effectively a majority of the project costs not subject to competitive bidding and publicly bid the remaining (less than one-third) of project costs. The development cost budget reflects the overall anticipated project cost and should be considered as a whole in terms of the applicability of competitive bidding requirements. Accordingly, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the Department of Finance has recommended that any requirement for public advertising for such work to be dispensed as it is not practical to obtain competitive bids.

**MBE/WBE PARTICIPATION:**

Under the Management Agreement, CSM is required to comply with the City's minority business enterprise and women's business enterprise program as set forth in Article 5, Subtitle 28 of the Baltimore City Code.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Third Amendment to Lease with the Baltimore Public Markets Corporation, Tenant.

**MINUTES**

President: "There being no more business before this Board. The Board will recess until bid opening at 12 noon."

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**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 Comptroller announced that the following agency had issued addenda extending the dates for receipt and opening of bids on the following contracts. There were no objections.

Department of Public Works - WC 1270, Water Infrastructure  
Rehabilitation, Various  
Locations  
**BIDS TO BE RECV'D: 11/09/2016**  
**BIDS TO BE OPENED: 11/09/2016**

Department of Public Works - ER 4036R, Environmental  
Restoration Contract for  
Urgent Need Stream Repair 1  
**BIDS TO BE RECV'D: 11/09/2016**  
**BIDS TO BE OPENED: 11/09/2016**

## 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 - B50004600, Various Gloves

Interboro Packaging Corporation  
GoodHealth Medical Products, Inc.  
Government Scientific Source, Inc.  
Midwest Medical Supply, LLC  
Veritiv  
Fastenal Company

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The Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, November 23, 2016.

  
JOAN M. PRATT  
Secretary