

MINUTES**REGULAR MEETING**

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

President: "Good morning, the November 23, 2016, meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiency of these hearings, persons who are disruptive to the hearing 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 21, 2016, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

MINUTES

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

Comptroller: "Second."

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

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

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

C & T Painting Co., Inc.	\$ 414,000.00
Ecological Restoration & Management, Inc.	\$ 8,000,000.00
Humanim, Inc.	\$ 67,383,000.00
L & L Enterprises, Inc.	\$ 1,500,000.00
Leading Technology Solutions, Inc.	\$ 8,000,000.00
M&E Sales, Inc.	\$ 990,000.00
Mark-Lang, Inc.	\$ 1,500,000.00
Mobile Dredging and Pumping Co.	\$ 37,746,000.00
Moretrench American Corporation	\$341,847,000.00
Northeast Remsco Construction, Inc.	\$ 42,813,000.00
Power Component Systems, Inc.	\$ 8,000,000.00
T.E. Jeff, Inc.	\$ 1,500,000.00
TRIJAY Systems, Inc.	\$ 8,000,000.00

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:

Brown & Caldwell	Engineer
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ECS Mid-Atlantic, LLC	Engineer
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MINUTES**BOARDS AND COMMISSIONS** - cont'd

KES Engineering, Inc.	Engineer
Stormwater Consulting, Inc.	Engineer
The Adams Design Group, LLC	Architect

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

MINUTES

Parking Authority of Baltimore City (PABC) - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Agreement with Profiles, Inc. The Agreement is effective upon Board approval for one year, with a one-year renewal option.

AMOUNT OF MONEY AND SOURCE:

\$44,218.00 - 2075-000000-5800-408700-603026

BACKGROUND/EXPLANATION:

The PABC worked for a number of years with the Mayor's Commission on Disabilities to improve the parking situation in Baltimore for people with disabilities. A program has been developed called Project SPACE to address this problem.

The goal of Project SPACE is to make all of the City's parking meters Americans with Disabilities Act (ADA) compliant and provide hundreds of reserved on-street parking spaces for people with disabilities while requiring all parkers to pay for metered parking, including those displaying a disability placard or license plate.

Phase 1 of Project SPACE was launched in the Central Business District (Franklin Street to the North, President Street to the East, Pratt Street/Key Highway to the South and Martin Luther King, Jr. Boulevard to the West) on July 13, 2014. Persons that had been abusing disability placards for the free parking that the placards previously provided, no longer had the incentive to park all day at meters, resulting in more turnover and availability of metered parking spaces. Phase 1 of Project SPACE also resulted in a steep decline in thefts of disability placards in the City from 23 per month prior to Phase 1, to fewer than three per month after commencement of Phase 1. Phase 1 of Project SPACE exceeded expectations, leading to Phase 2 in Harbor East and Fells Point.

MINUTES

PABC - cont'd

Phase 2 of Project SPACE launched on September 27, 2016 and has already demonstrated success. The PABC has observed a 100% increase in available metered parking spaces in the area and a two-thirds reduction in the abuse of handicapped parking placards.

The successes of Phase 1 and Phase 2 of Project SPACE were due in large part to extensive public outreach that educated the regions on the changes to the City's metered parking program. Other jurisdictions that had attempted to implement similar programs for people with disabilities relied primarily on face-to-face meetings with stakeholders, but failed to inform the public-at-large about the program. Their efforts were stalled as a result. A professional public relations and marketing campaign helped the public understand the purpose and method of Project SPACE.

Profiles Inc., a Baltimore City WBE firm, provided the public relations and marketing campaign for Phase 1 and Phase 2 of Project SPACE. Profiles Inc. provided professional public relations services to inform residents, visitors, and commuters about the changes to the parking meter program. Beginning in January, 2013, Profiles, Inc. evaluated the program, performed primary research consisting of one-on-one interviews with people with disabilities, and conducted market research that was used to develop a brand identity including a strong program name and powerful branding platform. They created a visual identity and developed communications materials including a brochure, postcards, and posters. Profiles Inc. developed a clean, professional website, publicized the program to the target audience through a series of public relations tactics including media relations, marketing, educational programs, on-street outreach, business, community and stakeholder outreach, developing and purchasing paid media, implementing a social media campaign and staffing community events such as Artscape, Fells Point Festival and the Baltimore Book Festival. Profiles Inc. will provide similar services for Phase 3. The research

MINUTES

PABC - cont'd

phase and development of a brand identity are not needed for Phase 3 because they were completed in Phase 1. Profiles Inc. will oversee the design of new brochures and posters reflecting the additional phase, will assist the PABC with website content, provide media relations, marketing, educational programs, on-street outreach, business, community and stakeholder outreach, developing and purchasing paid media, implementing a social media campaign and staffing community events.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Agreement with Profiles, Inc.

MINUTES

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

ACTION REQUESTED OF B/E:

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

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

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

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

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

MINUTES

PABC - cont'd

Location	Proposed Transient Rate Changes	Proposed Monthly Rate Changes		
Redwood Garage	No proposed rate adjustments	Regular Monthly Rate		
		Regular Rate	Current Rate \$160.00	Proposed Rate \$165.00

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Department of Law - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release for an action brought by Caitlin Hardman against the Baltimore City Fire Department (the Department) for alleged violations of the federal Americans with Disabilities Act of 1990, as amended.

AMOUNT OF MONEY AND SOURCE:

\$51,000.00 - 2044-000000-1450-703800-603070

BACKGROUND/EXPLANATION:

The Claimant, a former Emergency Medical Technician applicant to the Department, filed a charge of employment discrimination with the Equal Employment Opportunity Commission alleging discriminatory failure to hire based on perceived disability and/or a record of disability. In particular, Claimant alleged that the Department discriminated against her by withdrawing a conditional offer of employment because it determined that she did not meet a section of the National Fire Protection Association's 1582 Standard.

Because there are facts that are not favorable to the Department's position and to avoid the uncertainty of potential litigation, the parties have agreed to settle this matter for a total sum of \$51,000.00. In return, Claimant has agreed to withdraw the Charge and executed a general release of all related claims and a covenant not to sue.

Based on a review by the Settlement Committee of the Law Department of the legal and factual issues specific to this particular claim, a recommendation is made to the Board of Estimates to approve the settlement of this case as set forth

MINUTES

Department of Law - cont'd

above to avoid the uncertainty and expense of further administrative agency action and potential litigation and appeals.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release for an action brought by Caitlin Hardman against the Baltimore City Fire Department for alleged violations of the federal Americans with Disabilities Act of 1990, as amended.

MINUTES

Law Department - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release of the claim against the City filed by Vicki Raichl arising out of a slip-and-fall incident on the sidewalk adjacent to Mulberry Street, at or near the intersection of Mulberry and Cathedral Streets on October 31, 2014.

AMOUNT OF MONEY AND SOURCE:

\$160,000.00 - 2044-000000-1450-703800-603070

BACKGROUND/EXPLANATION:

On October 31, 2014, Plaintiff and two of her friends, who were all visiting the area for a convention, made plans to go see the Baltimore Basilica. The three individuals took a bus from their hotel, which dropped them off at or near the intersection of Mulberry and North Charles Streets. As they began walking towards the Basilica, their path brought them onto the sidewalk bordering the Basilica and West Mulberry Street.

As they approached the intersection of Mulberry and Cathedral Streets, Plaintiff fell on an uneven portion of the sidewalk. Plaintiff's expert and an investigation report prepared by DOT indicate that the cause of said height variation was due to tree roots of a tree that had been located in close proximity of the subject location.

City records indicate that the tree in question had been removed by City employees approximately 9-12 months prior to the Plaintiffs fall. At a hearing on the City's Motion for Summary Judgment, the Court agreed with Plaintiffs expert opinion and denied the City's motion on the grounds that the City had actual and/or constructive notice of the defective sidewalk condition.

MINUTESLaw Department - cont'd

As a result of Plaintiff's fall, she sustained numerous significant injuries. Of note, she has had two surgeries and continues to undergo extensive physical therapy to regain use of her right hand. Her current medical bills are in excess of \$107,000.00. The \$160,000.00 settlement with Plaintiff represents a balance between fair and reasonable compensation for her injuries and the risk of exposure at trial.

Based on a review by the Settlement Committee of the Law Department of the legal and factual issues specific to this particular claim, a recommendation to the Board of Estimates is made to approve the settlement of this claim.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Settlement Agreement and Release of the claim against the City filed by Vicki Raichl arising out of a slip-and-fall incident on the sidewalk adjacent to Mulberry Street, at or near the intersection of Mulberry and Cathedral Streets on October 31, 2014.

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OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development (DHCD) - Options</u>			
1. Sonya Dillon and Jerome Shane	551 Robert Street	G/R \$48.00	\$ 440.00
Funds are available in account 9910-908044-9588-900000-704040.			
2. I. Sally Axelrad	4307 Park Heights Avenue	G/R \$65.00	\$596.00
Funds are available in account 9910-903183-9588-900000-704040.			
3. William M. McCarty	611 E. Biddle Street	G/R \$90.00	\$600.00
Funds are available in account 9910-910715-9588-900000-704040, Johnston Square Project.			
4. Charles B. Kauffman	516 Baker Street	G/R \$55.00	\$ 504.00
Funds are available in account 9910-908636-9588-900000-704040.			
5. Ina Sally Merowitz- Axelrad	2213 Henneman Avenue	G/R \$30.00	\$ 275.00
Funds are available in account 9910-908636-9588-900000-704040.			
6. Regal Life Insur- ance Company, which merged into Investors Heritage Life Insurance Company	2217 Henneman Avenue	G/R \$84.00	\$ 700.00
Funds are available in account 9910-908636-9588-900000-704040.			

MINUTESOPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>DHCD - Condemnations</u>			
7. Marcel Gardner	618 E. Biddle Street	L/H	\$19,458.00
Funds are available in account 9990-907714-9593-900001-704040, Johnston Square Project.			
8. William H. Parham	438 E. Biddle Street	F/S	\$16,000.00
Funds are available in account 9910-910715-9588-900000-704040, Johnston Square Project.			
9. Arnold Ages and Shoshana Ages	930 N. Broadway	G/R \$49.00	\$ 327.00
Funds are available in account 9910-908044-9588-900000-704040.			
10. 400 Business Trust	105 N. Carrollton Avenue	L/H	\$ 7,800.00
Funds are available in City Bond Funds, account 9910-914135-9588-900000-704040, Poppleton Project.			

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

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

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Condemnations or Redemptions</u>			
11. Unknown	1003 Valley Street	G/R \$24.00	\$ 200.00
Funds are available in City Bond Funds, account 9910-910715-9588-900000-704040, Johnston Square Project.			
12. Unknown	105 N. Carrollton Avenue	G/R \$35.00	\$ 233.33

Funds are available in City Bond Funds, account 9910-914135-9588-900000-704040, Poppleton Project.

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

UPON MOTION duly made and seconded, the Board approved and authorized the foregoing Options, Condemnations, and Condemnations or Redemptions.

MINUTESMayor's Office of Employment Development - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2016 through June 30, 2017, unless otherwise indicated.

1. **AMERICAN HEALTH CAREER INSTITUTE** **\$ 8,000.00**

Accounts: 4000-807517-6312-467253-603051
 4000-806717-6312-467253-603051
 2026-000000-6311-734100-603051

2. **JANE ADDAMS RESOURCES CORPORATION-
BALTIMORE** **\$15,000.00**

Accounts: 4000-807517-6312-467253-603051
 4000-806717-6312-467253-603051
 2026-000000-6311-734100-603051

The organizations will provide training in those areas specified on the Maryland Higher Education Commission list of Approved Training Providers. The training will consist of programs described in the Workforce Innovation and Opportunity Act training outline and will include any participant attendance policies, academic benchmarks, the means of measuring achievements, completion standards, and the total hours of each course in a program. The maximum length of time a participant can remain in training is one year.

3. **NEW PATHWAYS, INC.** **\$137,500.00**

Account: 4000-806417-6313-781505-603051

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. New Pathways, Inc. will increase employment and education prospects for

MINUTES

MOED - cont'd

participants through skills training, leadership development and the provision of life and workplace readiness skills. The period of the agreement is October 1, 2016 through September 30, 2017.

The agreements are late because additional time was necessary to reach a comprehensive understanding between the parties.

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

EXTRA WORK ORDER

* * * * *

UPON MOTION duly made and seconded,
the Board approved the
Extra Work Order on the following page:
4735
the EWO had been reviewed and approved
by the
Department of Audits, CORC,
and MWBOO, unless otherwise indicated.

MINUTES**EXTRA WORK ORDERS**

Contract Awd. Amt.	Prev. Apprvd. Extra Work	Contractor	Time Ext.	% Compl.
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Department of Transportation

- | | | | | |
|---|--------------|----------------------------------|----|-----|
| 1. EWO #005, \$15,009.00 - TR 14018, Material Testing 2014
Various Projects Citywide | | | | |
| \$108,620.00 | \$215,853.00 | Sabra Wang &
Associates, Inc. | 45 | 98% |

This authorization is requested on behalf of the Department of Transportation - TEC Division for a 45-day non-compensable time extension. The Board previously approved two time extensions for a total of 90 days, which included a completion date of October 28, 2016. This request for time will result in a new completion date of December 12, 2016. This change order is also needed to fund and to continue to service the on-going projects under construction until Contract TR 16007 receives Notice to Proceed.

The work under this change order has not been completed. An Engineer's Certificate of Completion of Work has not been issued on this contract.

MINUTES

Baltimore Police Department (BPD) - Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Grant Award. The period of the Grant Award is October 1, 2016 through September 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$70,000.00 - 4000-479816-2032-619300-600000

BACKGROUND/EXPLANATION:

This Grant Award will allow the Department to conduct traffic enforcement initiatives which will aid in decreasing DUI related offenses and crashes. The Department will also utilize funding to educate the public about the danger points associated with violating traffic laws through literature distributions at checkpoints.

The Grant Award is late because the grant award documents were recently received.

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 Grant Award.

MINUTES

Baltimore Police Department (BPD) - Memorandum of Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Memorandum of Agreement with Miller's Square, LLC, Owner. The period of the Memorandum of Agreement is effective upon Board approval for one year, with an option to extend for one year.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Owner will make office space located at 2700 Remington Avenue, Suite 3000 available to the Baltimore Police Department, an agency and instrumentality of the State of Maryland, on a rent-free basis. The space will be used as a community based BPD office or substation.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Agreement with Miller's Square, LLC, Owner.

MINUTES

Baltimore Police Department (BPD) - Parking License Agreement

ACTION REQUESTED OF B/E

The Board is requested to approve and authorize the execution of a Parking License Agreement (Agreement) between the City, the Baltimore Police Department (BPD) and Remington Development, LLC (Licensee). The period of the Agreement is effective upon Board approval for five years with an option to renew for an additional two 5-year terms, subject to an increase in the License Fee to market rate and other terms mutually agreed.

AMOUNT OF MONEY AND SOURCE:

\$2,200.00 per month License Fee - 1001-000000-1911-791600-400370

BACKGROUND/EXPLANATION:

The BPD leases the premises at 242 W. 29th Street from the City and uses it for various task forces, the BPD quartermaster, and other police operations.

Seawall Development, LLC, an affiliate of the Licensee, has developed mixed-use projects in the Remington section of Baltimore and desires the non-exclusive right to enter upon a portion of the premises for transient parking for itself and its business patrons. In consideration of the non-exclusive right to park on the premises, Licensee has agreed to reimburse the City for the City's costs to improve security at the Premises for police operations by installing a perimeter fence, secure electronic gated access control system and CCTV cameras on the Premises.

The amount reimbursed by the Licensee will be a credit against future License Fees payable to the City. The BPD's governmental use of the entire Premises for the public safety operations of the BPD takes priority and Licensee's rights under the Agreement are subordinate to the BPD's right to use all of the parking spaces if and when the BPD deems it necessary. The BPD may terminate the agreement at any time upon 60-days' notice.

MINUTES

BPD - cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

A PROTEST HAS BEEN RECEIVED FROM THE REMINGTON NEIGHBORHOOD ALLIANCE.

President: "The first item on the non-routine agenda can be found on pages 21 to 22, Baltimore Police Department Parking License Agreement, will the parties please come forward? Ah, Ms. Floyd you have to a come up here, we're going to hear this ah protest. We're going to hear the protest."

Ms. Floyd: "I asked to postpone."

President: "We're going to hear the protest."

Interim City Solicitor: "She just wanted --."

Mayor: "You couldn't even get that on the record, she didn't give her name."

President: "I know. I'll entertain a Motion."

Interim City Solicitor: "I move that we approve the item as set forth in the agenda by the agency."

MINUTES

BPD - cont'd

Director of Public Works: "Second."

President: "All those in favor say AYE. All opposed. The Motion carries. The second item on the non-routine agenda can be found -- let me explain something um to you, Uh -- she didn't identify herself. She did not do any of those things uh -- so we had to proceed with what's on the agenda. You can't just walk up here and say, 'I'm asking for a postponement without identifying yourself and telling us exactly what it is you're protesting.'"

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RNA

REMINGTON NEIGHBORHOOD ALLIANCE, INC.

22 November 2016.

Baltimore City Board of Estimates
100 N. Holliday Street
Baltimore, MD 21202

Re: Board of Estimates Agenda, 23 November 2016, p. 21-22
"Parking License Agreement" - 242 W. 29th Street
REQUEST FOR POSTPONEMENT

Dear President and Members of the Board of Estimates:

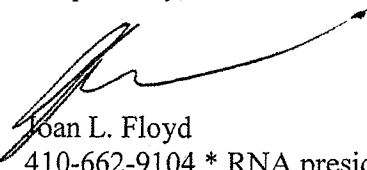
I am writing on behalf of the Remington Neighborhood Alliance (RNA), the civic association for Remington residents since 2000. Our interest in this important City property has been evidenced in part by our initiation of measures to ensure it is reserved for public use, and remains available for potential future use as a public school site. In particular, the RNA succeeded in getting the property zoned for Public Use in 2008 and has advocated since 2013 for future EC-1 zoning.

Unfortunately, the parties to the proposed "Parking License Agreement" did not consult with or inform the RNA about their plans to have a portion of the property used for private, commercial off-street parking. We have concerns that the agreement may conflict with, or interfere with, our achievements and goals for the public use of the property, and with its current zoning.

I am asking for this item to be postponed to allow the RNA the opportunity to review the proposal, and to consult with the principals with respect to any conflicts.

Again, this request does not reflect any failure of due diligence on the RNA's part. We first learned about this item from the agenda that was posted online yesterday.

Respectfully,



Joan L. Floyd
410-662-9104 * RNA.president@hotmail.com

cc: J. Carroll Holzer, Esq.

P.O. Box 50157 Baltimore, Maryland 21211

MINUTES

Health Department - Employee Expense Statement

ACTION REQUESTED OF B/E:

The Board is requested to approve an Employee Expense Statement to reimburse Ms. Kristin Rzeczkowski for cab fare and train ticket expenses incurred on August 11, 2016, while traveling to Washington, D.C. to attend government meetings with Ms. Leana S. Wen, Health Commissioner.

AMOUNT OF MONEY AND SOURCE:

\$16.00 - 1001-000000-3001-568000-603001 - Amtrak Ticket
12.00 - 1001-000000-3001-568000-603001 - Cab Fare
\$28.00

BACKGROUND/EXPLANATION:

Ms. Rzeczkowski submitted her employee expense statement and appropriate back-up documents on time but they were lost during the administrative review and approval process.

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

The Department apologizes for the lateness.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTESHealth Department - cont'd

UPON MOTION duly made and seconded, the Board approved the Employee Expense Statement to reimburse Ms. Kristin Rzeczkowski for cab fare and train ticket expenses incurred on August 11, 2016, while traveling to Washington, D.C. to attend government meetings with Ms. Leana S. Wen, Health Commissioner.

MINUTESHealth Department - Notification of Grant Award**ACTION REQUESTED OF B/E:**

The Board is requested to approve acceptance of the Notification of Grant Award (NGA) from the Maryland State Department of Education.

AMOUNT OF MONEY AND SOURCE:

\$1,061,885.00	-	4000-427117-3080-294300-404001	-	Federal Funds
<u>235,623.00</u>	-	4000-427117-3080-294300-404001	-	State General Funds
\$1,297,508.00				

BACKGROUND/EXPLANATION:

This award is for the Consolidated Local Impact Grant (CLIG). The CLIG will provide funds to support the provision of early intervention services to infants and toddlers with disability and their families.

The period for the Federal Funds is July 1, 2016 through September 30, 2017.

The period of the State General Funds is July 1, 2016 through June 30, 2017.

This request is late because the Department was recently notified of the award on October 14, 2016.

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 Notification of Grant Award from the Maryland State Department of Education.

MINUTES

Health Department - No-Cost Time Extension to the Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve the No-Cost Time Extension to the Agreement with the Robert Wood Johnson Foundation. The period of the agreement will extend through July 14, 2017.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On January 13, 2016, the Board approved the original agreement with the Robert Wood Johnson Foundation in the amount of \$200,000.00 for the period of January 15, 2016 through January 14, 2017.

On August 18, 2016, the grantor approved a no-cost extension of the agreement through July 14, 2017.

This extension will allow the Department time to complete program deliverables.

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE NO-COST TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved the No-Cost Time Extension to the Agreement with the Robert Wood Johnson Foundation.

MINUTESHealth Department - Right-of-Entry Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Right-of-Entry Agreement with Walgreen Co. The period of the agreement is September 1, 2016 through January 31, 2017.

AMOUNT OF MONEY AND SOURCE:

This right-of-entry is being granted at no cost by the City.

BACKGROUND/EXPLANATION:

The Department is granting Walgreen Co. a temporary right-of-entry license to provide flu immunizations to the City's senior citizens at the Hatton Senior Center, John Booth Senior Center, Oliver Senior Center, Sandtown-Winchester Senior Center, Waxter Senior Center for Senior Citizens, and Zeta Center for Healthy and Active Aging.

Walgreen Co. will provide the appropriate number of qualified health care professionals and technicians to provide covered vaccine services.

The participant will provide evidence of coverage under a third party insurance or a government-funded program (e.g. Medicare). Walgreen Co. will then submit the claim for that participant.

The agreement is late because the signatory was out of the country and was unable to sign the agreement.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Right-of-Entry Agreement with Walgreen Co.

MINUTESHealth Department - Agreements and Amendment to Agreement

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

Agreements

1. **THE JOHNS HOPKINS UNIVERSITY** **\$124,539.00**

Account: 1001-000000-3030-271500-603051

The organization will provide a physician to serve as a Chief of Clinical and Preventative STD Services. Direction will be provided by the physician to the STD program with emphasis on the supervision of the clinical/prevention program offered through the Department's STD clinics. The Medical Director will be responsible for collaborating, designing, implementing, and evaluating the effectiveness of innovative STD control strategies, and conducting epidemiologic analyses of available clinic data to identify trends, problems, and areas requiring focused evaluation. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late because budget revision delayed processing.

MWBOO GRANTED A WAIVER.

2. **INDEPENDENT MARYLANDERS ACHIEVING** **\$ 17,550.00**
GROWTH THROUGH EMPOWERMENT, INC. (IMAGE)

Account: 5000-532817-3254-767200-603051

The Department received funding from the Maryland Department of Aging for the development of an Aging and Disability Resource Center through the Area Agencies on Aging, Maryland Access Point (MAP) program.

MINUTESHealth Department - cont'd

The Department engages IMAGE to perform services in the area of MAP Enhancement for nursing home residents that want to explore the option to return to the community.

IMAGE will provide Options Counseling and Medicaid application assistance to all referred individuals ages 18 - 49 who are referred to MAP/AAA by the Department of Health and Mental Hygiene or its designees. The period of the agreement is October 1, 2016 through June 30, 2017.

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

3. **THE MARYLAND FOOD BANK, INC.** **\$10,000.00**

Account: 2026-000000-3041-783500-603051

The Department received funding through the Casino Impact Area Grant to address access to healthy foods in the City through the South Baltimore Gateway Food Access Mini-Grant.

The Maryland Food Bank, Inc. serves the population in the South Baltimore Gateway area and wants to address healthy food access issues. The organization will sort, process and transport food to five school-based pantries. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late because budget revisions delayed processing.

4. **BALTIMORE COUNTY, MARYLAND - DEPARTMENT OF AGING (BCDA)** **\$20,000.00**

Account: 4000-425517-3110-306700-603007

The funds will allow the Department's Office of Aging & Care Services to provide potential sponsors for inclusion

MINUTESHealth Department - cont'd

in the annual edition of the BCDA's Regional Community Resource Directory for 2017. The period of the agreement is September 1, 2016 through August 31, 2017, with four 1-year renewal options.

The agreement is late because of delays in the signatory process.

5. **U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS/JUVENILE JUSTICE AND DELINQUENCY PREVENTION (DOJ)** **\$258,000.00**

Account: 4000-484915-3160-308600-404001

Under the terms of this Cooperative Agreement and Grant Award from the DOJ, the funds will be used to support youth violence prevention programs in Baltimore City. The period of the Cooperative Agreement and Grant Award is October 1, 2014 through September 30, 2017.

This request is late because it was delayed during the Department's internal review process.

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

AMENDMENT TO AGREEMENT

6. **BEHAVIORAL HEALTH SYSTEM BALTIMORE, INC. (BHSB)** **N/A**

On January 13, 2016, the Board approved an Inter-Governmental Agreement (IGA) with the Maryland Department of Public Safety and Correctional Services, Division of Parole and Probation in the amount of \$400,000.00 for the period of December 1, 2015 through June 30, 2016.

MINUTESHealth Department - cont'd

On March 16, 2016, the Board approved an agreement with the BHSB in the amount of \$400,000.00 for the period of December 1, 2015 through June 30, 2016.

On August 31, 2016, the Board approved the modification to the IGA to extend the agreement period through December 31, 2016, to allow the BHSB to continue services and use the remaining \$260,000.00 in unspent funds.

This amendment will extend the period of the agreement through December 31, 2016. This will allow the BHSB to continue its coordination of substance abuse treatment services.

All other terms and conditions of the agreement with BHSB will remain unchanged.

AUDITS NOTED THE TIME EXTENSION.NOTIFICATION OF GRANT AWARD (NGA)

7. MARYLAND DEPARTMENT OF AGING (MDoA)	\$ 38,400.00
Account: 5000-535717-3024-268405-603051 (Action-in-Maturity, Inc.)	\$ 10,000.00
5000-535717-3024-268401-603051 (Allen Center Board, Inc.)	\$ 3,000.00
5000-535717-3024-268400-603051 (Dept. of Recreation & Parks Cherry Hill)	\$ 1,000.00
5000-535717-3024-268414-603051 (Edward A. Myerberg Senior Center, Inc.)	\$ 3,000.00
5000-535717-3024-268403-603051 (Forest Park Senior Ctr., Inc.)	\$ 2,000.00

MINUTES

Health Department - cont'd

5000-535717-3024-268406-603051 (Govans Ecumenical Development Corp. - Harford Senior Center)	\$ 15,000.00
5000-535717-3024-268404-603051 (Govans Center for Retired Persons, Inc. - Senior Network Center)	\$ 1,500.00
5000-535717-3024-268410-603051 (Hatton Senior Center, Inc.)	\$ 500.00
5000-535717-3024-268407-603051 (John Booth Senior Center, Inc.)	\$ 500.00
5000-535717-3024-268408-603051 (Oliver Senior Center, Inc.)	\$ 500.00
5000-535717-3024-268411-603051 (Sandtown-Winchester Senior Center, Inc.)	\$ 500.00
5000-535717-3024-268419-603051 (Wayland Village Center, Inc.)	\$ 900.00

This FY16 Senior Center Operating Fund NGA from the MDoA will provide funds to the above-listed senior centers for program activities and services for senior center participants. The period of the NGA is July 1, 2016 through June 30, 2017.

The NGA is late because it was recently received from the MDoA.

MINUTES

Health Department - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED (EXCEPT ITEM NO. 4) AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the foregoing Agreements, Amendment to Agreement, and accepted the Notification of Grant Award.

MINUTES

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

The Board is requested to approve and authorize execution of the Community Development Block Grant (CDBG) Agreements. The period of the CDBG Agreement is July 1, 2016 through June 30, 2017, unless otherwise indicated.

1. **LIVING CLASSROOMS FOUNDATION, INC.** **\$450,000.00**
 (LCF)

Account: 2089-208917-5930-424964-603051

The LCF will train Project SERVE members in carpentry and construction skills while cleaning and occasionally boarding a minimum of 4,000 vacant properties within predetermined eligible code enforcement areas of the City, under the direction and control of the Department of Public Works, (DPW) Bureau of Solid Waste. The DPW will provide all service requests to the LCF and will oversee each completed service request for satisfactory compliance with City procedures and codes.

2. **LIVING CLASSROOMS FOUNDATION, INC.** **\$ 75,000.00**
 (LCF)

Account: 2089-208917-5930-424930-603051

Under the terms of this CDBG Agreement, the funds will be used to support the operating expenses of the POWER House Community Hub located within the Perkins Homes public housing development. Youth, ages 5 - 18 years of age, will receive free after-school, evening, and summer program services that will support in-school learning. The services include an academic enrichment curricula, cultural arts education, STEM education, health and physical education, college/career readiness, and service training.

MWBOO GRANTED A WAIVER.

MINUTES

DHCD - cont'd

3. THE CAROLINE FRIESS CENTER, INC. \$125,000.00

Account: 2089-208917-5930-426934-603051

The Caroline Friess Center, Inc. will provide a 15-week education and career training and placement program for unemployed and under-employed women who reside in Baltimore City. Upon completion of the program, the organization will assist the women with job placement and support services for one year after job placement. The funds will be used to subsidize the organization's operating costs. The period of the CDBG Agreement is September 1, 2016 through August 31, 2017.

FOR FY 2017, THE MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$111,800.00, AS FOLLOWS:

MBE: \$30,186.00

WBE: \$11,180.00

4. JULIE COMMUNITY CENTER, INC. \$ 43,000.00

Account: 2089-208917-5930-435526-603051	\$ 3,402.31
2089-208917-5930-435530-603051	\$ 13,470.54
2089-208917-5930-435534-603051	\$ 10,204.31
2089-208917-5930-435539-603051	\$ 15,922.84

The Julie Community Center, Inc. will provide direct services and/or referrals to emergency social services, health services, youth services, and adult education/GED classes to low and moderate-income persons who reside in Southeast Baltimore.

MINUTES

DHCD - cont'd

5. **GREATER BALTIMORE COMMUNITY HOUSING** \$ 27,880.00
RESOURCE BOARD, INC. (GBCHRB)

Account: 2089-208917-5930-436384-603051

Under the terms of this CDBG Agreement, the funds will allow the GBCHRB to procure a consultant to provide technical expertise in planning, designing, and conducting an effective program of fair housing education, training, analysis, and administration in Baltimore City. The consultant will provide general fair housing ordinance education, regional fair housing advocacy, special housing awareness events, and fair housing curriculum support in Baltimore City Public Schools. The period of the CDBG Agreement is October 1, 2016 through September 30, 2017.

6. **COMMUNITY MEDIATION PROGRAM, INC.** \$ 40,000.00

Account: 2089-208917-5930-425926-603051

The Community Mediation Program, Inc. will provide free conflict resolution and mediation services to low and moderate-income persons in Baltimore City to reduce interpersonal and community violence. The funds will be used to subsidize the organization's neighborhood mediation program.

7. **ST. AMBROSE HOUSING AID CENTER, INC.** \$350,000.00

Account: 2089-208917-5930-436191-603051	\$140,000.00
2089-208917-5930-436191-603051	\$150,000.00
2089-208917-5930-434191-603051	\$ 60,000.00

The St. Ambrose Housing Aid Center, Inc. will provide one-on-one pre-purchase counseling to potential homeowners and

MINUTES

DHCD - cont'd

one-on-one default housing counseling services to low and moderate-income persons who are in danger of losing their homes. The organization will also provide housing counseling and referrals and home assessments to match homeowners with existing space in their homes with tenants seeking affordable housing under the Homesharing Program. The funds will be used to subsidize the organization's operating costs.

FOR FY 2017, THE MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$16,700.00, AS FOLLOWS:

MBE: \$4,509.00

WBE: \$1,670.00

**8. PEOPLE'S HOMESTEADING GROUP, \$145,000.00
INCORPORATED (PHG)**

Account: 2089-208917-5930-512662-603051	\$ 42,800.00
2089-208917-5930-512681-603051	\$ 26,100.00
2089-208917-5930-512673-603051	\$ 50,000.00
2089-208917-5930-512683-603051	\$ 26,100.00

Under the terms of this CDBG Agreement, the funds will be used to subsidize the PHG's operating costs associated with the rehabilitation of vacant properties for sale to low and moderate-income households. The PHG will conduct public meetings to deliver specific neighborhood information that will directly support the housing development projects within the Greenmount-Barclay-Midway areas. In addition, the PHG will provide training, technical assistance and advice to low and moderate-income persons developing microenterprises in the home improvement industry and related construction trades.

MWBOO GRANTED A WAIVER.

MINUTES

DHCD - cont'd

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:

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, these Agreements were 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 foregoing Community Development Block Grant Agreements. The Mayor **ABSTAINED** on item nos. 1 and 2. The President **ABSTAINED** on item nos. 1 and 2.

MINUTES

Department of Housing and - Side Yard Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Side Yard Land Disposition Agreement (LDA) with Nneka Harrell, Purchaser, for the sale of the City-owned property located at 1521 Presstman Street.

AMOUNT OF MONEY AND SOURCE:

\$500.00 - Sale price

BACKGROUND/EXPLANATION:

The property will be sold under the City's Side Yard Policy approved by the Board on August 17, 2011.

The lot will be sold for \$500.00, of which \$400.00 will be held in escrow by the City for the benefit of the Purchaser to be applied at settlement for closing costs, including transfer taxes, recordation fees, taxes, and associated title services. The Purchaser will be using private funds to pay for the acquisition and maintenance of the property.

The Department's Land Resources Division, on behalf of the Mayor and City Council, strategically acquires, and manages vacant or abandoned properties, ultimately enabling these properties to be returned to productive use and improving Baltimore's neighborhoods.

The City has agreed to convey the property known as 1521 Presstman Street to the adjacent property owner. As a condition of conveyance, the Purchaser has agreed to the terms of the Side Yard LDA, which prohibits development of the parcel for a minimum of ten years.

MINUTES

DHCD - cont'd

The City may dispose of the property by virtue of the following legal authorities: Article 28, Subtitle 8 of the Baltimore City Code (2011 Edition) (hereinafter, "the City Code"); Article II, Section 15 of the Baltimore City Charter, 2011 Edition; and Article 13 of the City Code.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE OF THE PROPERTY:

The property is being sold for \$500.00, as the Purchaser holds title to the adjacent property as owner-occupied. The rationale for the conveyance of the property is that the sale will serve a specific benefit to the immediate community, eliminate blight, and return the property to the tax rolls.

MBE/WBE PARTICIPATION:

Nneka Harrell will purchase this property for a price that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or rehabilitation. Therefore, Minority and Women's Business Enterprise participation is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Side Yard Land Disposition Agreement with Nneka Harrell, Purchaser, for the sale of the City-owned property located at 1521 Presstman Street.

MINUTES

Department of Housing and - Grant Agreement
Community Development

ACTION REQUESTED OF B/E

The Board is requested to approve and authorize execution of a Grant Agreement with the East Baltimore Development Incorporated (EBDI). The period of the Agreement is effective upon Board approval through June 14, 2021.

AMOUNT OF MONEY AND SOURCE:

\$5,000,000.00 - 9914-9588-912409

BACKGROUND/EXPLANATION:

The East Baltimore Development Inc. is managing the redevelopment of an 88-acre site in East Baltimore that includes new biotech space, commercial and retail space and over 2,100 units of mixed-income housing. The State of Maryland played a critical role in realizing this vision through its approval of State Revitalization Funds, which support the acquisition of properties and ground rents by the DHCD, demolition, and site and infrastructure improvements that are necessary for redevelopment to occur. State Revitalization Funds are granted to the City, which in turn, makes monies available to the EBDI.

The 2015 General Assembly approved \$5,000,000.00 to support acquisition, demolition, and site improvements in the project area. The Board of Public Works executed the State Capital Grant Agreement between the State and the City in December 2015.

This agreement will allow the State Capital Funds to be used for public infrastructure improvements associated with various commercial and residential projects.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Department of Housing and - cont'd
Community Development

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement with the East Baltimore Development Incorporated.

MINUTES

Department of Housing and - Grant Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Grant Agreement with the East Baltimore Development Inc. The period of the Agreement is effective upon Board approval for 12-months.

AMOUNT OF MONEY AND SOURCE:

\$250,000.00 - 9910-909146-9588

BACKGROUND/EXPLANATION:

The East Baltimore Development Inc. (EBDI) is managing the redevelopment of an 80-acre site that includes new biotech space, commercial and retail space and over 2,100 units of mixed-income housing.

On April 22, 2004, the Board approved the terms of a Land Disposition and Development Agreement with the EBDI, which was later amended and approved on December 19, 2007. The EBDI is responsible for overseeing the redevelopment of the Project Site.

The EBDI has requested funds to help offset costs associated with environmental remediation that is necessary for the completion of Eager Park. The work will consist of the removal of contaminated soil and replacement with clean fill. Upon completion, Eager Park will serve as an amenity to residents, businesses and the general public.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTESDHCD - cont'd**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$250,000.00	9910-920034-9588	9910-909146-9588
State Revenue	FY 2015 Strategic Demolition and Smart Growth Impact Fund Grant	EBDI - Eager Park

This transfer will move appropriations to be used by the East Baltimore Development Inc. for the demolition of long term vacant and blighted buildings as part of the development of Eager Park.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement with the East Baltimore Development 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.

MINUTESDepartment of Transportation - Minor Privilege Permit Applications

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

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 225 W. 23 rd Street	W.C. Harlan Company, LLC	Vestibule 33' x 7'
\$4,874.10 Annual Charge		
2. 334-336 N. Charles Street	Kemp Byrnes Family, LLC	Outdoor seating 20' x 4'
\$ 337.50 Annual Charge		
3. 204 S. High Street	204 S. High, LLC	ADA Ramp 18'9" x 55" APPROVAL IS RECOMMENDED SUBJECT TO ADA COMPLIANCE AND APPROPRIATE PEDESTRIAN WARNING.
\$ 70.30 Flat Charge		

A PROTEST WAS RECEIVED FROM WILLIAM MAIN AND DEBORAH T. EDWARDS.

October 3rd 2016.

Baltimore City
Board of Estimates

To whom it may concern

Objection to the granting of the minor privilege permit to:

Install an ADA handicap ramp at the property situate at 204 S High Street Baltimore MD 21202

Grounds for the objection are as follows:

1. Advice from applicant is incorrectly addressed to the adjoining property owners
2. The application for the minor privilege permit is incomplete
 - a) The width of the sidewalk is omitted
 - b) Charges for the permit have been omitted
2. The ramp has already been installed without a permit
3. The ramp does not comply with the specifications of the ADA code in that:
 - a) The ramp height of 7" exceeds the maximum height of 6" specified in the ADA code
 - b) The ramp slope does not comply with the maximum slope of 1:12 or 4.8 degrees
 - c) The platform of the ramp does not meet the ADA minimum specification of 60" square for a platform
 - d) The ramp does not provide handrails on both sides as required by the ADA code.
- 4) Insufficient access is provided for the public right of way adjacent to the ramp.
 - a) Obstruction by tree and tree well
 - b) Obstruction by street lamp post
- 5) There is sufficient area within the property line of 204 S. High Street to facilitate the construction of an ADA compliant access without imposing on the public right of way



William Main and Deborah T. Edwards
Property owners
201 S. High Street Baltimore MD 21202



APPLICATION FOR MINOR PRIVILEGE
 DEPARTMENT OF TRANSPORTATION
 MINOR PRIVILEGE SECTION
 200 Holliday Street, Room 204
 Baltimore, Maryland 21202
 410-396-3346 • minorprivilege@baltimorecity.gov



Date: 9/25/16

To the Board of Estimates:

Application is hereby made for a permit to:

INSTALL AN ADA HANDICAP RAMP

Location	204 S. HIGH ST	Property Owner	204 S. HIGH LLC. (JOE Z)
Address	204 S. HIGH ST. BALT 21202	Phone Number	443-528-4454
Size	18'9" x 55" W		
Projection from Property Line	55"	Width of Sidewalk	
Purpose	ADA RAMP 7" H FOR BUILDING ACCESS		

I hereby agree to the granting of this permit, under the provisions of the Baltimore City Charter, Article VIII, Section 9. I understand and agree that all charges arising by reason of the granting of this permit will constitute liens upon the above property. I further agree that if the above application is granted, the permit shall at all times be subject to revocation and change of rate by the Board of Estimates.

Witness	NATHANIEL KURTZ <i>[Signature]</i>	Owner	JOSEPH S. ZURAMSKI <i>[Signature]</i> (Signer)
Address	2325 Pin Oak Dr, Finksburg, MD	Address	204 S. HIGH ST. BALT MD 21202

I hereby certify that copies of this application have been served upon the adjoining property owners:

Name	BILL EDWARDS	Address	210 S. HIGH ST. 210 S. HIGH ST.
Name		Address	BALT MD 21202

Consideration of the granting of the permit applied for, the applicant hereby agrees to pay, indemnify, and save harmless the Mayor and City Council of Baltimore, its officers, agents, and employees, from any and all suits, actions, demands, damages, expenses, and costs of every kind and description for which said municipality, its officers, agents, or employees may be liable as a result of, or in connection with, the issuance of said permit or any work or operation done or performed in connection with the erection, construction, installation, existence, maintenance or removal of the subject matter of said permit.

It is further understood that the Board of Estimates reserves the right, in its discretion, to terminate the privilege at any time or to increase the charges for the privilege granted on thirty days' notice.

Witness	NATHANIEL KURTZ <i>[Signature]</i>	Owner	JOSEPH S. ZURAMSKI <i>[Signature]</i>
Address	2325 Pin Oak Dr, Finksburg, MD 21048	Address	204 S. HIGH ST. BALT. MD 21202

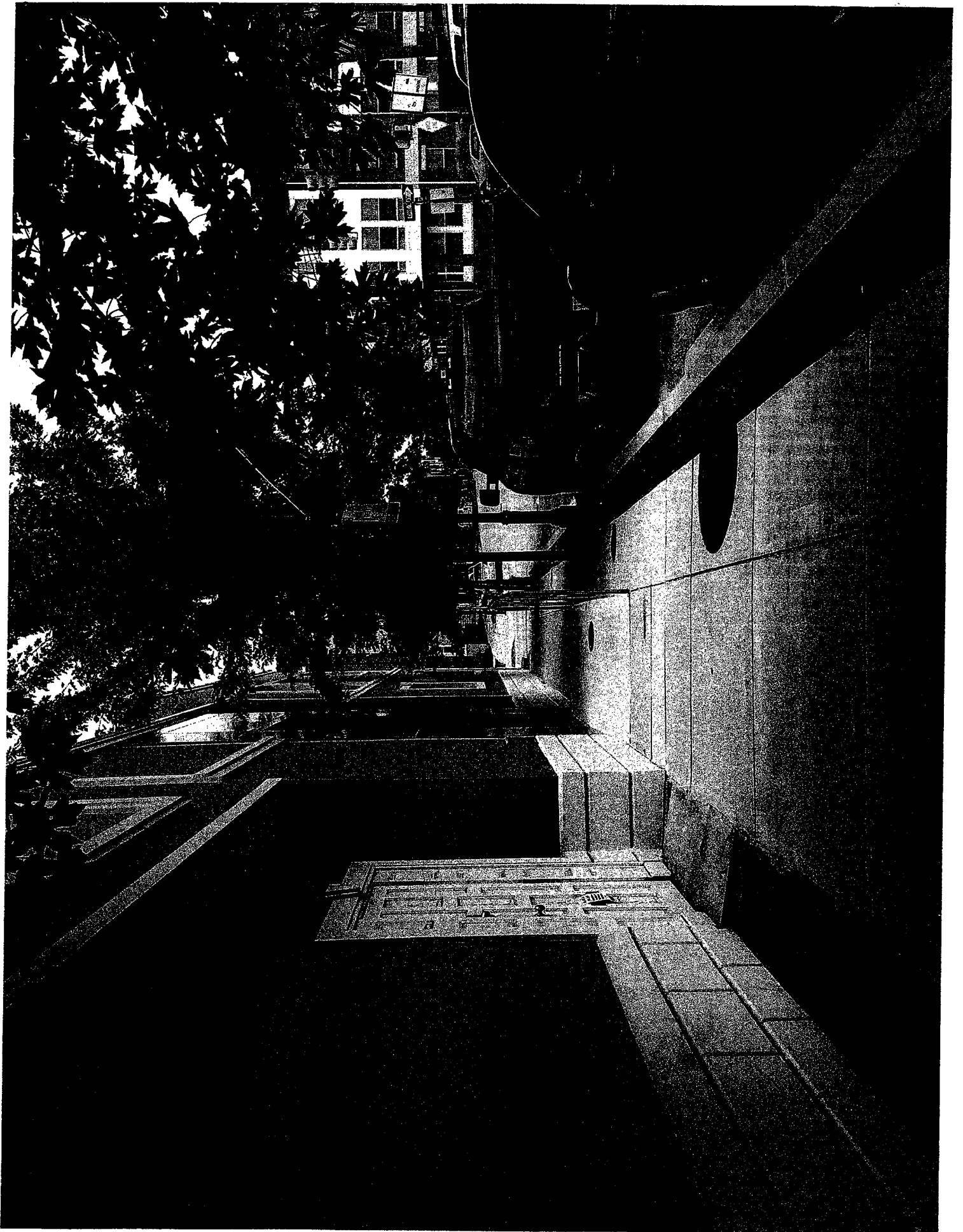
Any objection to the issuance of this permit must be filed in writing with the Board of Estimates within three (3) days from the date of delivery on "return receipt," which shows receipt of this application by certified mail.

First Year Charge	Annual Charge	Flat Charge
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Approved by the Board of Estimates upon payment of charge indicated above and subject to revocation at all times by the Board of Estimates. Adjustments and cancellations of minor privilege charges will be made only from the date of written request.

Approved	Permit Number	<input type="checkbox"/> Temporary <input type="checkbox"/> Permanent
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MINUTES

Department of Transportation - cont'd

President: The second item on the non-routine agenda can be found on page 43 item 3 Department of Transportation Minor Privilege Permit Application. Will the parties please come forward? Minor Privilege -- I am sorry you could not hear me. The second item on the non-routine agenda can be found on page 43 item no. 3, Department of Transportation Minor Privilege Permit Application."

Mr. Frank Murphy: "Good morning Mr. President, members of the Board. This pertains to a handicap ramp placed at 204 S. Exeter Street, I mean High Street excuse me. We are recommending that originally there was no application."

Mayor: "Give your name Frank."

Mr. Murphy: "I'm sorry. Frank Murphy, Acting Director of Transportation. We are recommending approval subject to changes being made to make the ramp ADA compliant. Mr. Knight is here from our uh -- Division of Permits with some pictures if anybody on the Board would like to see.

(Distributes pictures to Board members)

Mayor: "Thank you."

MINUTES

Department of Transportation - cont'd

Interim City Solicitor: "Do you want to tell us what you have? Go ahead and identify yourself."

Mr. Knight: "Tim Knight with the Department of Transportation. Uh-- we received a complaint uh -- back in September about those ramps being built without the proper permits. Ah, we investigated found that they did not have a minor privilege permit. Uh -- We sent the violation letter to property owner. The property owner notified us that he would come in and apply. He did come in and apply. So, it went through the application process. We found that as the ramp is constructed now it's not ADA compliant. The grade of the slope is slightly higher than is required. As you can see, there is a tree and there is a street light opposite the ramp. Uh--so, basically what will happen if this gets approved, the ramp will be rebuilt to meet those ADA requirements, and the ramp will actually be part of the public sidewalk."

Interim City Solicitor: "And why is the ramp there at all?"

MINUTES

Department of Transportation - cont'd

Mr. Knight: "That's accessing to the property into 204's South High Street its commercial property."

President: "Any other questions? You have anything to say?"

Mr. Joe Zuramski: "I am the owner of the property; I didn't know if I needed to address you but I'm here. We met."

President: "You have to come up here and say your name."

Mr. Joe Zuramski: "Yes sir."

Interim City Solicitor: "You have to identify yourself."

Mr. Joe Zuramski: "Joe Zuramski. I met with the City sidewalk folks because I replaced all that crumbling sidewalk in front of the building and we talked about the ramp. I misunderstood, that's why I didn't apply for a minor privilege. As soon as I learned of that, I did apply for the minor privilege."

Interim City Solicitor: "Is there a protestor here?"

Mr. Knight: "We mailed a letter to the person who -- objected. The letter came back undeliverable to that address."

President: "Well I'll just entertain a Motion."

Interim City Solicitor: "I move that we approve the item as set forth in the agenda for the minor privilege."

MINUTES

Department of Transportation - cont'd

Comptroller: "Second."

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

Mr. Zuramski: "Thank you very much."

* * * * *

UPON MOTION duly made and seconded, the Board approved the minor privilege permits.

MINUTESDepartment 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.	DUKE BALTIMORE, LLC	1156-B	\$205,928.75

Duke Baltimore, LLC would like to install a new traffic signal and a new driveway in the area near its main entrance to the Amazon facility located in the 5500 block of Holabird Avenue for modifying the Amazon entrance. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$205,928.75 has been issued to Duke Baltimore, LLC, which assumes 100% of the financial responsibility.

2.	PORT COVINGTON MASTER DEVELOPER, LLC	1427-B	\$120,888.00
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Port Covington Master Developer, LLC would like to install a new bike path, striping of the street for a bike lane, lighting, and conduit in the area near its larger redevelopment known as Port Covington. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$120,888.00 has been issued to Port Covington Master Developer, LLC, which assumes 100% of the financial responsibility.

MINUTESDOT - cont'd

3. **H & S PROPERTIES, INC.** **1462** **\$ 130,755.00**

H &S Properties, Inc. would like to install new utilities to its proposed new building located in the vicinity of 600 S. Bond Street. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Letter of Credit in the amount of \$130,755.00 has been issued to H & S Properties, Inc., which assumes 100% of the financial responsibility.

4. **BEASON STREET 1520, LLC** **1463** **\$1,128,436.00**

Beason Street 1520, LLC would like to install new water, storm drain, sewer, conduit lighting, and roadway improvements to its proposed construction located at 1520 Beason 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 \$1,128,436.00 has been issued to Beason Street 1520, LLC which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

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

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

MINUTES

Department of Transportation - Pole Installation and
Maintenance Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Pole Installation and Maintenance Agreement with Crown Castle NG Atlantic, LLC.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

Crown Castle NG Atlantic, LLC desires to enter into an agreement for the expansion of Crown Castle NG Atlantic, LLC communication services, which includes the installation and maintenance of additional facilities by erecting new poles within the public right-of-way which will ultimately be owned by the City. This agreement clarifies and reiterates the parties' respective rights and obligations.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Pole Installation and Maintenance Agreement with Crown Castle NG Atlantic, LLC.

MINUTES

Department of Transportation - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution the Memorandum of Understanding (MOU) with Port Covington Master Developer, LLC (PCMD). The period of the MOU is effective upon Board approval for five years.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

This MOU outlines the roles and responsibilities of the Department of Transportation and Port Covington Master Developer, LLC as they relate to identifying and pursuing funding sources and opportunities to support certain bicycle and pedestrian infrastructure connecting Westport to Port Covington.

This MOU is intended to establish commitments from the City and PCMD with regard to identifying and pursuing future grant funding opportunities to design and construct or reconstruct:

- 1) the dilapidated Spring Garden Swing Bridge to create a safe, direct bicycle and pedestrian route over the Middle Branch of the Patapsco River (the Middle Branch), connecting Westport to Port Covington; and
- 2) an Elevated Shared-Use Path to create a safe, direct pedestrian and bicycle connection from South Baltimore to Port Covington.

UPON MOTION duly made and seconded, the Board approved and authorized execution the Memorandum of Understanding with Port Covington Master Developer, LLC.

MINUTES

Department of Transportation - Third Amendment to
License Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Third Amendment to License Agreement with Merritt Canton BP, LLC. The Third Amendment to License Agreement will extend the period of the agreement through November 19, 2019.

AMOUNT OF MONEY AND SOURCE:

\$19,420.00 per year - 2075-000000-2320-502400-402530

BACKGROUND/EXPLANATION:

On May 18, 2011, the Board approved the original License Agreement with Merritt Canton BP, LLC. On June 19, 2013, the Board approved the First Amendment to the License Agreement which extended the period of the agreement for an additional 18 months, through November 30, 2014.

On December 17, 2014, the Board approved the Second Amendment to the License Agreement which extended the period of the agreement for an additional two years, through November 30, 2016.

This Third Amendment to License Agreement will extend the period of the original agreement for an additional three years, through November 19, 2019.

Under the terms of the Third Amendment to License Agreement, the City will license portions of the public right-of-way along the 1400 and 1500 blocks of Bayliss Street and the east side of the 1400 and 1500 blocks of S. Highland Avenue to Merritt Canton BP, LLC.

MINUTESDepartment of Transportation - cont'd

The licensed right-of-way will consist of approximately 24,560 square feet in area, and will be utilized for surface automobile parking for patrons of the Merritt Athletic Club located at 3401 Boston Street.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Third Amendment to License Agreement with Merritt Canton BP, LLC.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

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

4775 - 4781

to the low bidders meeting the specifications,
or rejected bids on those as indicated
for the reasons stated.

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

Items nos. 1 and 2 were **DEFERRED** for one week.

The Comptroller **ABSTAINED** on item nos. 3 and 4.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

1. TR 11013, Loch Raven Watershed Culvert Repair, Replacement and Resurfacing	M. Luis Construction Co., Inc.	\$7,861,862.50	
MBE: Manuel Luis Construction Company, Inc.*		\$1,750,000.00	22.26%
Powell's Trucking Company, Inc.		450,000.00	5.72%
J. Villa Construction, Inc.		125,000.00	1.59%
		<u>\$2,325,000.00</u>	<u>29.57%</u>
WBE: Road Safety, LLC		\$275,000.00	3.50%
Guardrails, Etc., Inc.		370,000.00	4.71%
S&L Trucking, LLC		150,000.00	1.91%
		<u>\$795,000.00</u>	<u>10.12%</u>

* Indicates Self-Performing

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Transportation</u>		
\$ 6,163,592.04	9960-906068-9558	
Revenue Bonds	Construction Reserve	
4,214,065.96	Watershed Rd. & Culvert	
Baltimore County		
\$10,377,658.00		
786,186.00	-----	9960-904648-9557-2
		Extra Work
786,186.00	-----	9960-904648-9557-3
		Engineering

MINUTES

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

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
471,712.00	-----	9960-904648-9557-5 Inspection
7,861,862.00	-----	9960-904648-9557-6 Construction
471,712.00	-----	9960-904648-9557-9 Administration

\$10,377,658.00

The funds are required to cover the cost for the award of TR 11013, Loch Raven Watershed Culvert Repair.

A PROTEST WAS RECEIVED FROM CIVIL CONSTRUCTION LLC.



Wright, Constable & Skeen, L.L.P. | Attorneys at Law

7 Saint Paul Street, 18th Floor • Baltimore, Maryland 21202 • Phone: 410-659-1300 • Toll Free: 1-888-894-7602 • Fax: 410-659-1350

LOUIS J. KOZLAKOWSKI, JR.
Writer's Direct Dial / Email:
(410) 659-1314/ L.Kozlakowski@wcsolaw.com

November 22, 2016

VIA HAND DELIVERY

Board of Estimates, c/o Clerk to the Board
204 City Hall
100 North Holliday Street
Baltimore, MD 21202

Re: Bid Protest
Our Client: Civil Construction, LLC
Project: TR 11013
Loch Raven Watershed Culvert Repair, Replacement and Resurfacing

Dear Board:

This office represents Civil Construction, LLC (“Civil Construction”) with respect to the above-captioned project. Civil Construction hereby protests the non-compliant determination by the Minority and Women’s Business Opportunity Office (the “MWBOO”).

The Department of Transportation’s Contract Administration/Civil Rights Division letter of October 5, 2016 advised that the MWBOO has determined that Civil Construction’s bid was non-compliant. The contract goal is 26%. MWBOO reduced Civil Construction’s MBE participation from 26.157% to 18.74%. When the MWBOO rejected the use of WBEs to fulfill the MBE obligation, it reduced Civil Construction’s MBE participation by 7.4%. This, however, also increased Civil Construction’s participation of WBE from 9% to 16.4%.

The City’s failure to recognize women as a member of the minority class is contrary to the State of Maryland’s program. It is not known whether or not there are any state funds available for the project. However, to the extent that state funds are available, the City’s decision puts State participation at risk, as the State recognizes women are included in the MBE class and not a separate category.

Further, the City’s webpage is, at best, confusing. The City’s directory is listed as MBE and WBE Directories, which infers that the WBE designation is a subset of the other. In fact, when you click on a particular WBE, it takes you to a blank site that says “restricted.” Indeed, Mark Lang, Inc. is under the impression that it is certified as a MBE as reflected in its Statement of Intent submitted on this bid to Civil Construction. See Exhibit 1.

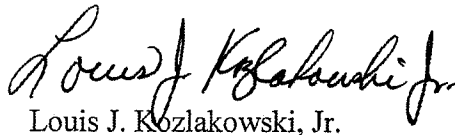
November 22, 2016

Page 2

Certainly, Civil Construction has made a good faith effort to achieve the requested goals; in particular, Civil Construction has attained the overall goals. In any event, Civil Construction would request consideration of a waiver in light of the change in certification of Mark Lang and Guardrails, etc.

Finally, a waiver would also be in the best interests of the City, as the next bid is \$769,612.22 above Civil Construction's bid.

Very truly yours,



Louis J. Kozlakowski, Jr.

LJK/wlh

Enclosure

c.c. Steve Salehi
Civil Construction, LLC

CONTRACT NO. TR-11013

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

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID.
(Make additional copies of this form as needed)

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

Name of Prime Contractor: Civil Construction, LLC

Name of MBE or WBE (circle one): Mark-Lang, Incorporated 10-357926

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:

[Handwritten signature]
Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ 270,000.00 (If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 3.796 % (This is not considered material information for lump sum contracts.)

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)
African American: _____ % Asian American: _____ %
Hispanic American: _____ % Native American: _____ %

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

[Handwritten signature] _____ Date 9/14/16
Signature of Prime Contractor (REQUIRED)

[Handwritten signature] _____ Date 9/13/2016
Signature of MBE or WBE (REQUIRED)

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

1
329

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation - cont'd

3. TR 17001, Reconstruction of Footways Citywide J. Villa Construction, Inc. \$ 914,000.00

MBE: J. Villa Construction Company, Inc.* \$ 410,000.00 44.86%

WBE: Rowen Concrete, Inc. \$47,000.00 5.14%
 Ball & Breckenridge Trucking, Inc. 47,000.00 5.14%
\$ 94,000.00 10.28%

* Indicates Self-Performing

MWBOO FOUND VENDOR IN COMPLIANCE.

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 435,840.00	9950-903300-9504	
State Const. Rev.	Construction Reserve	
174,480.00	9950-909200-9504	
State Const. Rev.	Unallotted	
486,480.00	" "	
Other		
\$ 1,096,800.00		
\$ 914,000.00	-----	9950-905465-9504
		Structural & Improvements
137,100.00	-----	9950-905465-9504
		Inspection
45,700.00	-----	9950-905465-9504
<u>\$ 1,096,800.00</u>		Contingencies
		Reconstruction of Footways
		Citywide

This transfer will fund the costs associated with the award of project TR 17001, Reconstruction of Footways Citywide.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Public Works/
Office of Engineering & Construction

5. WC 1305, Ashburton Filtration Plant Standby Generator	JLN Construction Services, LLC	\$2,482,560.00
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MBE: A/C Power, Inc.	\$ 670,291.74	27%
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WBE: Fallsway Construction Company, Inc.	\$223,430.58	9%
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MWBOO FOUND VENDOR IN COMPLIANCE

6. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 990,976.69	9960-936001-9558	
Baltimore County	Construction Reserve	
	Unallocated	
423,328.00	9960-910300-9558	
Baltimore County	Construction Reserve	
2,068,595.31	Water Facilities	
Water Revenue		
<u>Bonds</u>		
\$ 3,482,900.00		
\$ 248,258.00	-----	9960-902298-9557-9000-2
		Extra Work
354,128.00	-----	9960-902298-9557-9000-3
		Engineering
249,000.00	-----	9960-902298-9557-9000-5
		Inspection
2,482,560.00	-----	9960-902298-9557-9000-6
		Construction
148,954.00	-----	9960-902298-9557-9000-9
		Administration
\$ 3,482,900.00		

The funds are required to cover the cost for the award of WC 1305, Ashburton Filtration Plant.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

7. B50004725, Regular Cab Truck with a Dump Body	Kip Killmon Louisa Ford, LLC	\$ 81,990.00
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(Dept. of General Services)

MWBOO GRANTED A WAIVER.

8. B50004742, Playground Equipment for Marie Briscoe Park	Playground Specialists, Inc.	\$ 68,730.00
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(Dept. of Planning)

MBE: Grass Roots Landscaping Co., LLC	\$ 4,000.00	5.82%
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WBE: N/A

MWBOO FOUND VENDOR IN COMPLIANCE.

9. B50004763, Patrol Rifles and Equipment	Atlantic Tactical, Inc.	\$ 78,270.40
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(Baltimore City Police Dept.)

MWBOO GRANTED A WAIVER.

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

10. B50004604, Janitorial Services for Area B	B&B Diversified Services, LLC	\$1,420,235.00
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(Dept. of General Services)

MBE: Universal Contract Cleaning 20%

WBE: Beam-N-Brite Janitorial Service, LLC* 10%

MWBOO FOUND VENDOR IN COMPLIANCE.

*The WBE Contractor is not in good standing with the Department of Assessment and Taxation. The Bidder will be allowed to substitute a WBE, if Beam-N-Brite Janitorial Service, LLC, is not in good standing at the time of award.

The WBE subcontractor is not currently in good standing with the State of Maryland. The Bureau of Purchases is recommending that B&B Diversified LLC be given the opportunity to substitute its subcontractors if they are unable to come into good standing.

Seventeen bids were received and opened on September 14, 2016. The bidders Baltimore Janitorial Services and Running Things Cleaning Services were determined not to be responsible bidders due to evidence of bid collusion. NOW, LLC was determined not to be a responsible bidder due to limited work capacity. A.S.B. d/b/a Aaron S. Bell was found non-compliant. NayTy, Inc. was determined not to be a responsible bidder due to limited work capacity and experience. J&H Maintenance Service Corp. was found non-responsive. The award is recommended to be made to the lowest responsive and responsible bidder found compliant.

A PROTEST HAS BEEN RECEIVED FROM NAYTY.



P.O. Box 506, Randallstown, Maryland 21133
410-585-1601, 410-585-1604 fax

November 22, 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

To the Board of Estimate

I'm writing this letter to protest the recent decision of the awarding of Area B (B50004604) for janitorial services. I feel as though we were the lowest bid. We have over 25 years of experience in this service, and this awarding is inaccurate.

Sincerely
Tyrone Carter Sr.

Nayty Inc.
4016 West Strathmore Ave
Baltimore, MD 21215
Office 410-585-1601
Cell 410-365-5196



commercial, post-construction & industrial cleaning

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases - cont'd

President: "The next item on the non-routine agenda can be found on Page 55 and 56, Recommendation for Contract Awards and Rejection, B50004604, Janitorial Services for Area B. Will the parties please come forward? No one here. Okay. I'll call for a Motion."

Interim City Solicitor: "I Move that we approve the item as it appears on the agenda as recommended by the agency."

Director of Public Works: "Second."

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

* * * * *

MINUTESDepartment of General Services - Right of Recovery Notice**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Right of Recovery Notice with the Board of Public Works (BPW) of the State of Maryland.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On May 15, 2013 the Maryland Board of Public Works authorized a \$350,000.00 capital grant for renovations at the Waxter Center for Senior Citizens (1000 Cathedral Street), a city-owned facility under the jurisdiction of the Baltimore City Department of General Services ("DGS"). This grant is reimbursable to DGS via the Maryland Department of Aging and is necessary for DGS to complete ongoing renovations at the Waxter Center. By State Law, the BPW is entitled to recover this grant within a period of fifteen years if an interest in the property is assigned, transferred, or conveyed without approval by the Board of Public Works; or if the property is transferred for use other than as a senior citizen activities center; or if the property ceases to be operated as a senior citizens activities center. Prior to the dispersal of the grant to DGS, the attached Right of Recovery Notice must be executed by the Board of Estimates and recorded in the Maryland land records. The agreement has been approved for legal sufficiency.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Right of Recovery Notice with the Board of Public Works of the State of Maryland.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following page:

4784

SUBJECT to receipt of a favorable report

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of General Services</u>		
1. \$50,000.00	9916-901840-9194	9916-903961-9197
General Funds	Race Street	Carroll Mansion
	Environmental	HVAC Replacement
	Remediation	- Active
	- Reserve	

This transfer will provide funds to the Department for the replacement and installation of a new HVAC system at the Carroll Mansion and all associated in-house costs. The Carroll Mansion is a City-owned facility, which is open to the public for tours and educational programming. This project will create a climate-controlled environment, which is essential for continuing operations and the preservation of the building. The Department is required to perform this work under terms of a lease agreement between the City and Carroll Museums, Inc. This agreement was previously approved by the Board on December 11, 2013.

MINUTES

Office of the State's Attorney - Grant Award

ACTION REQUESTED BY B/E

The Board of Estimates is requested to approve and authorize acceptance of a grant award from the State of Maryland - Governor's Office of Crime Control and Prevention (GOCCP) entitled Project Safe Neighborhoods. The Grant Award is for the period of October 1, 2016 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$190,350.00 - 5000-580217-1150-118000-600000

BACKGROUND/EXPLANATION:

Under this grant, the Office of the State's Attorney for Baltimore City will hire a Special Assistant United States Attorney who will build on the current collaborative efforts to combat violent crime and comprehensively address gang and gun violence in the most violent neighborhood in Baltimore City. The project will aim to reduce gang related activity and gun violence in the targeted neighborhood; increase state and federal criminal prosecutions; and stabilize the target neighborhood by collecting community feedback and addressing concerns throughout the project period.

The Grant Award is late because it was recently received from the Grantor.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the grant award from the State of Maryland - Governor's Office of Crime Control and Prevention entitled Project Safe Neighborhoods.

MINUTES

Department of Recreation & Parks - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 3 to Murphy & Dittenhafer, Inc. under Project No. 1234, On-Call Architectural Design Services. The period of this task is approximately 18 months.

AMOUNT OF MONEY AND SOURCE:

\$103,072.07 - 9938-911036-9474-000000-703032

BACKGROUND/EXPLANATION:

Murphy & Dittenhafer, Inc. will include design services for ABC/ Catherine Street Park.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 3 to Murphy & Dittenhafer, Inc. under Project No. 1234, On-Call Architectural Design Services.

MINUTESMayor's office of Human Services - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2016 through June 30, 2017, unless otherwise indicated.

1. **THE SALVATION ARMY** **\$ 141,680.00**

Account: 5000-502817-3572-764500-603051

Under the terms of this agreement, The Salvation Army, a Georgia Corporation for The Salvation Army, Baltimore will use funds to provide emergency shelter beds for homeless families in Baltimore City. The Salvation Army will use funds to cover personnel costs, shelter operating expenses, and client costs such as transportation and food on a per night basis.

2. **FUSION PARTNERSHIPS, INC.** **\$ 73,184.00**

Account: 5000-529117-3571-765800-603051

Under the terms of this agreement, Fusion Partnerships, Inc. will use funds to provide shelter and support services to homeless women through their Power Inside Help on the Streets program. Fusion Partnerships, Inc. will serve 250 women per year.

3. **BON SECOURS OF MARYLAND FOUNDATION** **\$ 288,030.00**

Account: 5000-523117-3571-765000-603051

Under the terms of this agreement, Bon Secours of Maryland Foundation will use funds to assist family units at risk of being evicted from their permanent housing with services including but not limited to counseling, training, and cash assistance. Bon Secours of Maryland Foundation will serve 200 women annually.

MINUTES

Mayor's office of Human Services - cont'd4. **QUEEN ANNE'S COUNTY** **\$ 23,412.00**

Account: 4000-490817-3573-763204-603051

Under the terms of this agreement, Queen Anne's County will use funds to provide rental assistance to low-income individuals or to families who have a family member with AIDS.

The City is the Grantee for the Baltimore Eligible Metropolitan Statistical Area (EMSA), which includes Queen Anne's County. The City desires to utilize a portion of the grant funds from the U.S. Department of Housing and Urban Development to assist Queen Anne's County in providing intensive case management services and short-term rental assistance to eligible HIV/AIDS clients in the EMSA.

The period of the agreement is July 1, 2016 through June 30, 2019.

5. **BALTIMORE COUNTY, MD** **\$1,212,283.00**

Account: 4000-490817-3573-763202-603051

Under the terms of this agreement, Baltimore County will use funds to provide housing assistance and supportive services to individuals or to families who have a family member with AIDS. Baltimore County will serve at least 80 clients.

The City is the Grantee for the Baltimore Eligible Metropolitan Statistical Area (EMSA), which includes Baltimore County, MD. The City desires to utilize a portion of the grant funds from the U.S. Department of Housing and Urban Development to assist Baltimore County, MD in providing intensive case management services and short-term rental assistance to eligible HIV/AIDS clients in the EMSA.

The period of the agreement is July 1, 2016 through June 30, 2019.

MINUTESMayor's office of Human Services - cont'd

The aforementioned agreements are late because of delays at the administrative level.

6. **THE WOMEN'S HOUSING COALITION, INC.** **\$ 862,016.50**

Account: 4000-407016-3573-759011-603051

Under the terms of this agreement, The Women's Housing Coalition, Inc. will provide rental assistance and supportive services to 95 households comprised of homeless, very low income, physically and/or mentally (some dually diagnosed), challenged women.

The delay in submitting this agreement is due to a delay in the grant approval process at the U.S. Department of Housing and Urban Development.

The period of the agreement is May 1, 2016 through April 30, 2017.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION

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

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

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

Bureau of Purchases

- | | | |
|--|--------|---------|
| 1. SAFEWARE, INC. | \$0.00 | Renewal |
| Contract No. B50004385 - White Nomex Turnout Coats for Fire Dept. - Baltimore City Fire Dept. - P.O. No. P534041 | | |

On December 24, 2015, the City Purchasing Agent approved the initial award in the amount of \$48,151.50. The award contained three 1-year renewal options. This renewal in the amount of \$0.00 is for the period December 24, 2016 through December 23, 2017, with two 1-year renewal options remaining.

- | | | |
|---|--------|---------|
| 2. DUKE'S SALES & SERVICES, INC. | \$0.00 | Renewal |
| Contract No. 08000 - Jet Power II (Grease- Liquefying) - Dept. of Public Works - P.O. No. P529791 | | |

On December 24, 2014, the Board approved the initial award in the amount of \$48,000.00. The award contained three 1-year renewal options. On October 26, 2015, the Board approved the first renewal in the amount of \$0.00. This second renewal in the amount of \$0.00 is for the period January 14, 2017 through January 13, 2018 with one one-year renewal option remaining.

- | | | |
|--|--------|---|
| 3. WESTMOR INDUSTRIES, LLC | \$0.00 | Consent to Assignment Agreement & Renewal |
| Contract No. B50002661 - Inspections and Certification for Fuel Tanker Trucks - Dept. of General Services - P.O. No. P522009 | | |

The Board is requested to approve and authorize execution of the Consent to the Assignment Agreement between Westmor Industries, LLC, a Minnesota Limited Liability Company. The period of the Assignment Agreement is November 7, 2016 through November 6, 2017.

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

On November 7, 2012, the Board approved an initial award to Advanced Tank Systems, Inc. in the amount of \$25,000.00. The award contained two 1-year renewal options. On October 7, 2015, the Board approved the first renewal in the amount of \$10,000.00. This request includes the second renewal. Westmor Industries, LLC has acquired all rights, title, obligations, conditions, and interest in Advanced Tank Systems, Inc.

4. GOVERNMENT SCIENTIFIC

<u>SOURCE, INC.</u>	<u>\$0.00</u>	<u>Renewal</u>
Contract No. B50003750 - Laboratory Supplies, Miscellaneous - Baltimore City Health Department - Req. No. R670500		

On December 16, 2014, the Board approved the initial award in the amount of \$30,000.00. The award contained three 1-year renewal options. On December 9, 2015, the Board approved the first renewal in the amount of \$0.00. This second renewal in the amount of \$0.00 is for the period December 10, 2016 to December 9, 2017 with one 1-year renewal option remaining.

5. QIAGEN INC.\$0.00Renewal

Contract No. 08000 - Quantiferon TB Gold Tubes Test Kits- Baltimore City Health Department - Req. No. R649266		
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On January 13, 2014, the City Purchasing Agent approved the initial award in the amount of \$14,355.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$0.00 is for the period January 1, 2017 to December 31, 2017.

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

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| 6. EMERGENT RESPIRATORY,
LLC | \$43,469.99 | Sole Source |
| Contract No. 08000 - CPAP Units, Maintenance and Accessories
- Baltimore City Fire Department - R746236 | | |

The period of the award is November 23, 2016 through November 22, 2017, with three 1-year renewal options remaining.

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|--|-------------|-----------------|
| 7. DAVISLOGIC, INC. t/a
ALL HANDS CONSULTING | \$45,000.00 | Selected Source |
| Contract No. 06000 - Threat & Hazard Identification and Risk
Assessment (THIRA) Consulting Agreement - Baltimore City Fire
Department - Req. No. R746331 | | |

The Mayor's Office of Emergency Management selected the vendor All Hands Consulting as the selected source vendor to prepare the 2016-2017 update required by FEMA's deadline date of December 31, 2016. This update is for the THIRA, Threat & Hazard Identification, and Risk Assessment requirements.

The THIRA is applied to all FEMA Preparedness Grant recipients. The THIRA process is based on guidance from FEMA and the Comprehensive Planning Guidance 201. The Mayor's Office of Emergency Management selected All Hands Consulting because the vendor recently finished FEMA sponsored workshops to maintain their advanced level of institutional knowledge as it pertains to the THIRA process, and has completed the last four years of THIRA assessment updates for the Baltimore metropolitan region.

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

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| 8. | <u>THE HOLMES CORPORATION</u> | <u>\$8,000.00</u> | <u>Increase</u> |
| | Contract No. 06000 - IFMA Credential Program - Department of General Services - P536826 | | |

On September 14, 2016, the City Purchasing Agent approved the initial award in the amount of \$22,106.39. This increase in the amount of \$8,000.00 is necessary to accommodate classroom instruction for the industry professional credential program. This increase is requested to fund the classroom instruction portion of the Facilities Management Credential Program. This increase will make the award amount \$30,106.39.

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|-----|--|--------------------|----------------|
| 9. | <u>TRAFFIC SYSTEMS, LLC.</u> | <u>\$25,958.02</u> | <u>Low Bid</u> |
| | Solicitation No. B50004807 - Rise CoHu Security Cameras - Baltimore City Police Department - Req. No. R742679 | | |
| 10. | <u>ENERNOC, INC.</u> | <u>\$57,204.00</u> | <u>Renewal</u> |
| | Baltimore Regional Cooperative Purchasing Committee Contract No. P-063-Consulting Services for the Electricity, Natural Gas and Energy - Department of General Services - P.O. No. P521423 | | |

On December 21, 2011, the Board approved the initial award in the amount of \$57,204.00. The award contained nine 1-year renewal options. Four renewal options have been exercised. This fifth renewal in the amount of \$57,204.00 is for the period December 21, 2016 through December 20, 2017, with four 1-year renewal options remaining.

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| 11. | <u>SMITH AUTO SERVICE, INC.</u> | <u>\$75,000.00</u> | <u>Renewal</u> |
| | Contract No. B50002600 - Vehicle Upholstery Service - Department of General Services - P.O. No. P522012 | | |

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

On October 24, 2012, the Board approved the initial award in the amount of \$500,000.00. The award contained two 1-year renewal options. On December 16, 2015, the Board approved the first renewal in the amount of \$0.00. This final renewal in the amount of \$75,000.00 is for the period January 1, 2017 through December 31, 2017. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

12. MERKLE RESPONSE
 SERVICES, INC. \$600,000.00 Renewal
 Contract No. B50002524 - Lock Box Services - Finance
 Department - P.O. No. P521818

On October 24, 2012, the Board approved the initial award in the amount of \$1,267,540.00. The award contained three 1-year renewal options. Two renewal options have been exercised. This final renewal in the amount of \$600,000.00 is for the period December 5, 2016 through December 4, 2017. The above amount is the City's estimated requirement.

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

13. GOVERNMENT SCIENTIFIC
 SOURCE, INC. \$ 0.00 Renewal
 Contract No. B50003333 - Provide RPR Antigens and Test
 Control Cards - Health Department - P.O. No. P526234

On March 13, 2014, the City Purchasing Agent approved the initial award in the amount of \$7,690.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$0.00 is for the period February 1, 2017 through January 31, 2018. The above amount is the City's estimated requirement.

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

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

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| 14. | <u>TOTE-IT INCORPORATED</u> | <u>\$ 20,000.00</u> | <u>Renewal</u> |
| | Contract No. B50003464 - Snow & Ice Removal for Pratt Libraries - Enoch Pratt Free Library - P.O. No. P528593 | | |

On September 9, 2014, the Board approved the initial award in the amount of \$10,000.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This second renewal in the amount of \$20,000.00 is for the period November 1, 2016 through October 31, 2017, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

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| 15. | <u>SMITH MEDICAL PARTNERS, LLC</u> | <u>\$ 50,000.00</u> | <u>Renewal</u> |
| | Contract No. 08000 - Provide Ortho Products - Health Department - P.O. No. P530003 | | |

On January 28, 2015, the Board approved the initial award in the amount of \$200,000.00. The award contained three 1-year renewal options. On January 13, 2016, the Board approved the first renewal in the amount of \$100,000.00. This second renewal in the amount of \$50,000.00 is for the period January 21, 2017 through January 20, 2018, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

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|-----|---|---------------------|----------------|
| 16. | <u>THE GOOD SHEPHERD SEPTIC SERVICES INC.</u> | <u>\$ 60,000.00</u> | <u>Renewal</u> |
| | Contract No. B50003835 - Septic Tank Pumping & Disposal Services - Department of Public Works, Bureau of Solid Waste - P.O. No. P529406 | | |

On December 10, 2014, the Board approved the initial award in the amount of \$60,000.00. The award contained three 1-year

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

renewal options. On November 18, 2015, the Board approved the first renewal in the amount of \$60,000.00. This second renewal in the amount of \$60,000.00 is for the period January 1, 2017 through December 31, 2017, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

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| 17. METROPOLITAN PROTECTIVE SERVICE, INC. | \$ 60,000.00 | Increase |
| Contract No. B50004352 - Armed Security Guard - Health Department - P.O. No. P534694 | | |

On March 2, 2016, the Board approved the initial award in the amount of \$150,000.00. Due to unanticipated increased usage to allow security services to be utilized during the remainder of the contract term an increase in the amount of \$60,000.00 is necessary. This increase will make the award amount \$210,000.00. The above amount is the City's estimated requirement. The contract expires on March 1, 2017, with five 1-year renewal options remaining.

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

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| 18. TRIFLOW CORPORATION | \$ 40,001.00 | Increase |
| Contract No. 08000 - Hydro Thermal Parts - Department of Public Works - Waste Water Facilities Division Maintenance - Req. No. R746494 | | |

On May 18, 2016, the Board approved the initial award in the amount of \$57,945.00. This increase in the amount of \$40,001.00 is necessary to purchase additional parts. This increase will make the award amount \$97,946.00.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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| 20. DBT TRANSPORTATION SERVICES, LLC | \$ 0.00 | Consent to Assignment Agreement |
| Contract No. 08000 - Weather Stations Maintenance - Department of Transportation - P.O. No. P536520 | | |

The Board is requested to approve and authorize execution of the Consent to the Assignment Agreement between Vaisala, Inc. and DBT Transportation Services, Inc. The contract expires on March 31, 2017, with no renewal options.

On June 11, 2012, the City Purchasing Agent approved the initial award with Vaisala, Inc. in the amount of \$20,815.20. The award contained four renewal options. All renewals have been exercised. Vaisala, Inc. has assigned the contract to DBT Transportation Services, LLC, which took effect on August 1, 2016.

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| 21. <u>ITEM 16</u> | | |
| LAWMEN SUPPLY COMPANY, INC. | \$ 0.00 | |
| <u>ITEMS 2-4, 7, 10 & 15</u> | | |
| HOWARD UNIFORM COMPANY | 280,000.00 | |
| <u>ITEMS 1, 5, 6, 8, 9, 11-14 & 16</u> | | |
| F & F AND A. JACOBS & SONS, INC. | <u>310,000.00</u> | |
| | <u>\$590,000.00</u> | Correction |
| Contract No. B50003266 - Police Uniforms - Police Department - P.O. Nos. P526078, P526079, and P526080 | | |

On January 8, 2014, the Board approved the initial award in the amount of \$670,000.00. The award contained five 1-year renewal options. Two renewal options have been exercised.

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

On October 26, 2016, the Board approved Board letter #0224 as the third of five 1-year renewal options for the period January 8, 2016 through January 7, 2017, with two 1-year renewal options remaining. The Board is requested to approve a correction to the renewal period.

The correct renewal period is January 8, 2017 through January 7, 2018 with two 1-year renewal options remaining.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved the foregoing informal awards, renewals, increases to contracts, extensions, and correction. The Board also approved and authorized execution of the Consent to Assignment Agreement and Renewal with Westmore Industries, LLC (item no. 3), the Agreement with GLOBAL SPECTRUM L.P. d/b/a SPECTRA (item no. 19), and the Consent to Assignment Agreement with DBT Transportation Services, LLC (item no. 20).

MINUTESDepartment of General Services - Final Release of Retainage**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Final Release of Retainage for J.A.K. Construction Co., Inc. for GS 11867, Oliver Multi-Purpose Center Partial Renovations of Second Floor.

AMOUNT OF MONEY AND SOURCE:

\$ 5,133.06 - 1001-000000-0000-000000-240230
9,024.54 - 9910-905454-9588-000000-200001
\$14,157.60

BACKGROUND/EXPLANATION:

As of December 23, 2014, J.A.K. Construction Co., Inc. has completed 100% of all work for GS 11867, Oliver Multi-Purpose Center Partial Renovations of Second Floor. The Contractor has requested the Final Release of Retainage in the amount of \$14,157.60. Currently, the City is holding \$14,157.60 in retainage for the referenced project. The contractor is requesting to release the total amount of retainage to United States Surety Company, and the City has determined that its interests are fully protected.

MWBOO APPROVED THE RELEASE.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Final Release of Retainage for J.A.K. Construction Co., Inc. for GS 11867, Oliver Multi-Purpose Center Partial Renovations of Second Floor.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 1 to the Agreement with Dewberry & Davis, LLC, under Project 1178D, On-Call Civil/Structural Engineering Services. The Amendment No. 1 extends the period of the agreement for one year through May 27, 2018, or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$0.00 - Increase in upset limit

No funds are requested at this time.

BACKGROUND/EXPLANATION:

On May 28, 2014, the Board approved the original On-Call Agreement for Civil/Structural Engineering Services. The original agreement expires May 28, 2017.

Three design tasks were added to this contract and the original contract period does not completely cover the design period. The Amendment No. 1 extends the period of the original agreement for one year, through May 27, 2018. All other terms and conditions of the original agreement remain unchanged.

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with all terms and conditions of the Minority and Women's Business Enterprise Programs in accordance with Baltimore City Code, Article 5, Subtitle 28.

AUDITS NOTED THE TIME EXTENSION AND WILL REVIEW TASK ASSIGNMENTS.

MINUTES

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 1 to the Agreement with Dewberry & Davis, LLC, under Project 1178D, On-Call Civil/Structural Engineering Services.

MINUTES

Department of Public Works/Off. - Amendment No. 2 to Agreement
of Engineering & Construction for Water Contract 1190

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 2 to Agreement for Water Contract 1190, Montebello Filtration Plant 1 Improvements with Whitman, Requardt & Associates, LLP. The Amendment No. 2 to Agreement will extend the period of the agreement through January 31, 2018.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

The Department is requesting a time extension of the period of the agreement for one year because funds are not available to cover the advertisement and construction phases of this project, Water Contract 1328. Although the design phase is complete, W.C. 1328 is not scheduled to advertise until funds are available, which will be after July 2017. Project W.C. 1328 included the design of Phases B and C for the Montebello Filtration Plant 1.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 2 to Agreement for Water Contract 1190, Montebello Filtration Plant 1 Improvements with Whitman, Requardt & Associates, LLP.

MINUTES

Department of Public Works/Office - Amendment to Agreement for
of Engineering and Construction Sanitary Contract No. 944U

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Amendment to Agreement for Sanitary Contract 944U, Urgent Needs Wastewater Engineering Services with URS Corporation. The Amendment to Agreement will extend the period of the agreement through December 24, 2017.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

This Amendment to Agreement will authorize an increase in the duration time of the contract by 365 days for a total contract duration time of 1,095 days.

This increase in the duration time will allow the URS Corporation to continue providing urgent need wastewater engineering services related to the evaluation, assessment, and design for rehabilitations, repairs, maintenance, and new construction for the continued improvement of the City's sanitary sewer system. This amendment is within the original scope of work and was requested by the Agency.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment to Agreement for Sanitary Contract 944U, Urgent Needs Wastewater Engineering Services with URS Corporation.

MINUTES

Department of Public Works/Office - Amendment No. 2 to
of Engineering and Construction Project 1160.2

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 2 to Project 1160.2, On-Call Electric Engineering Services with Sidhu Associates, Inc. The Amendment No. 2 to Project 1160.2 will extend the period of the agreement through December 6, 2017.

AMOUNT OF MONEY AND SOURCE:

The dollar amount will be determined with each individual project. No funds are required at this time.

BACKGROUND/EXPLANATION:

The Department is requesting a time extension of the existing agreement, Project 1160.2 - On Call Electrical Engineering Services with Sidhu Associates, Inc. for one additional year. The time extension is needed to process and complete a task for the start-up and commissioning of SC 877-Enhanced Nutrient Removal (ENR) Project at the Back River Wastewater Treatment Plant. The construction completion and start-up of the SC 877 by December 2016 and to be fully operational by September 2017 is required as per the BR National Pollutant Discharge Elimination System (NPDES) Permit.

MBE/WBE PARTICIPATION:

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

AUDITS NOTED THE TIME EXTENSION AND WILL REVIEW TASK ASSIGNMENTS.

MINUTES

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 2 to Project 1160.2, On-Call Electric Engineering Services with Sidhu Associates, Inc.

MINUTES

Department of Public Works/Office of - Task Assignment
Engineering & Construction Management

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 003 to Hazen & Sawyer, PC under Project No. 1502, SC 920 On-Call Project and Construction Management Assistance Services. The period of the task assignment is approximately eight months.

AMOUNT OF MONEY AND SOURCE:

\$116,760.09 - 9956-904623-9551-900020-703032

BACKGROUND/EXPLANATION:

The Consultant will provide on-site inspection services on SC 920 - Improvements to the Gwynns Falls Sewershed Collection System - Area A for the Department of Public Works/Office of Engineering & Construction.

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 003 to Hazen & Sawyer, PC under Project No. 1502, SC 920 On-Call Project and Construction Management Assistance Services.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 020 to Rummel, Klepper & Kahl, LLP (RK&K), under Project No. 1402, (S.C. 890), On-Call Project and Construction Management Assistance Services Inspection Services. The period of the services under Task No. 020 is approximately 12 months.

AMOUNT OF MONEY AND SOURCE:

\$137,394.66 - 9956-904754-9551-900020-705032

BACKGROUND/EXPLANATION:

The Office of Engineering & Construction is in need of assistance from the RK&K to provide project management assistance and inspection services for S.C. 890 - Force Main Rehabilitation at Quad Avenue Wastewater Pumping Station for the Department of Public Works, Bureau of Water and Wastewater. The work includes, but is not limited to code compliance, project management, field inspection, and record keeping for construction projects. The original contract will expire on June 10, 2017.

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 020 to Rummel, Klepper & Kahl, LLP, under Project No. 1402, (S.C. 890), On-Call Project and Construction Management Assistance Services Inspection Services.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 004 to Rummel, Klepper & Kahl, LLP (RK&K), under Project No. 1504, (S.C. 934), On-Call Construction Management Assistance Services. The period of the services under Task No. 004 is approximately 12 months.

AMOUNT OF MONEY AND SOURCE:

\$323,202.12 - 9956-908614-9551-900020-705032

BACKGROUND/EXPLANATION:

The Office of Engineering & Construction is in need of assistance from the RK&K to provide inspection services on various projects including, but not limited to S.C. 934, Cleaning of Outfall Sewershed Dual Pipes and Outfall Interceptor for the Department of Public Works, Office of Engineering and Construction. The work includes, but is not limited to code compliance, project management, field inspection, and record keeping for construction projects. The original contract will expire on January 12, 2020.

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 004 to Rummel, Klepper & Kahl, LLP, under Project No. 1504, (S.C. 934), On-Call Construction Management Assistance Services.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 005 to Rummel, Klepper & Kahl, LLP (RK&K), under Project No. 1504, (S.C. 902, S.C. 903, S.C. 882, S.C. 937), On-Call Construction Management Assistance Services. The period of the services under Task No. 005 is approximately 12 months.

AMOUNT OF MONEY AND SOURCE:

\$116,391.15 - 9956-909602-9551-900020-705032 (S.C. 902)
 116,391.15 - 9956-907603-9551-900020-705032 (S.C. 903)
 116,391.15 - 9956-905565-9551-900020-705032 (S.C. 882)
116,391.17 - 9956-903654-9551-900020-705032 (S.C. 937)
\$465,564.62

BACKGROUND/EXPLANATION:

The Office of Engineering & Construction is in need of assistance from the RK&K to provide construction management assistance services on various projects including, but not limited to S.C. 902, Improvements to the Sanitary Sewers in the Dundalk Sewershed; S.C. 903, Improvements to the Patapsco Sewershed; S.C. 882, Enhanced Nutrient Removal at Back River Wastewater Treatment Plant Project 2, Activated Sludge Plant No. 4; and S.C. 937, High Level Interceptor Cleaning for the Department of Public Works/Office of Engineering and Construction.

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

DPW - cont'd

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 005 to Rummel, Klepper & Kahl, LLP, under Project No. 1504, (S.C. 902, S.C. 903, S.C. 882, S.C. 937), On-Call Construction Management Assistance Services.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 006 to Hill-KCI Technologies, Inc., a Joint Venture, under Project No. 1404, (S.C. 918S, W.C. 1173, W.C. 1347, S.C. 903), On-Call Project and Construction Management Assistance Services. The period of the services under Task No. 006 is 12 months.

AMOUNT OF MONEY AND SOURCE:

\$189,055.55 - 9960-903710-9557-900020-706063
 189,055.54 - 9960-908603-9557-900020-706063
189,055.54 - 9960-907603-9557-900020-706063
\$567,166.63

BACKGROUND/EXPLANATION:

The Office of Engineering & Construction is requesting Hill-KCI Technologies, Inc., a Joint Venture, to provide construction management assistance services on various projects.

This work will be performed on, but not limited to the following projects: S.C. 918S, Advanced Site Preparation for Headworks Improvements at the Back River Wastewater Treatment Plant; W.C. 1173, Guilford Finished Reservoir Improvements; W.C. 1347, Renewal and Repair of Small Meter Settings and Services up to 2"; and S.C. 903, Improvements to the Pataspco Sewershed.

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

DPW - cont'd

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 006 to Hill-KCI Technologies, Inc., a Joint Venture, under Project No. 1404, (S.C. 918S, W.C. 1173, W.C. 1347, S.C. 903), On-Call Project and Construction Management Assistance Services.

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

4815 - 4831

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Office of the Comptroller</u>		
1. DANIELLE WHEELER	\$15.00	\$22,620.00

Account: 2039-000000-1330-158400-601009

Ms. Wheeler will work as a Contract Services Specialist II (Telephone Operator I) for the Municipal Telephone Exchange. Her duties will include, but are not limited to operating a Centrex telephone console and computer terminal to answer incoming calls, making connections to complete calls, reporting telephone equipment issues, answering and routing calls for assistance from City residents and maintaining confidentiality of phone calls between government and legal officials. The period of the agreement is effective upon Board approval for one year.

Baltimore City Circuit Court

2. PENNY GEORGE	\$33.70	\$ 3,653.34
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Account: 5000-540317-1100-109400-601009

On June 29, 2016, the Board approved the original agreement for Penny George to work as a Contract Services Specialist II (Licensed Clinical Social Worker), for one-year effective upon Board approval or July 1, 2016 through June 30, 2017, whichever one comes later at a rate of \$32.56 per hour, for 1,179.67 hours, not to exceed \$38,410.00.

This is an amendment to the original agreement to retroactively increase Ms. George's salary to reflect a 3.5% increase in the hourly rate from \$32.56 per hour to \$33.70 per hour, beginning July 1, 2016 through June 30, 2017 an increase of \$3,653.34. The grant funding included the increase; however by inadvertence, it was not included in the original agreement. The agency apologizes for this oversight.

MINUTES**PERSONNEL**Baltimore City Circuit Court - cont'd3. Reclassify the following vacant Position:

From: Court Secretary II
 Job Code: 00813
 Grade: 089 (\$43,026.00 - \$52,239.00)
 Position No.: 1100-10288

To: Administrative Analyst II
 Job Code: 31312
 Grade: 923 (\$58,300.00 - \$93,500.00)

Cost: \$76,844.00 - 1001-000000-1100-109400-601001

4. Create the following position:

Classification: Court Secretary II
 Job Code: 00813
 Grade: 089 (\$43,026.00 - \$52,239.00)
 Position No.: To Be Determined by BBMR

Cost: \$67,266.00 - 1001-000000-1100-109500-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Baltimore City Police Department

	<u>Hourly Rate</u>	<u>Amount</u>
5. MICALE A. BENTON	\$14.42	\$30,000.00

Account: 1001-000000-2042-198100-601009

Ms. Benton, retiree, will work as a Contract Services specialist I (HR Assistant II). Her duties will include,

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

but are not limited to facilitating the onboarding process for both newly hired professional and sworn staff, gathering and reviewing personnel documents, entering data, maintaining databases and completing reports. She will also interview applicants, conduct fingerprinting and schedule appointments for applicants, oversee processing of applicants being sworn in, prepare and compile data for class hire and demographic sheets and prepare final processing and hiring packets. Ms. Benton will also review and enter data for submission for Application for Certification and the Maryland Police Training Commission and assist out-of-state applicants with acquiring housing. The period of the agreement is effective upon Board approval for one year.

	<u>Hourly Rate</u>	<u>Amount</u>
6. BENNIE L. BLAIR	\$14.42	\$30,000.00
Account: 4000-482217-2041-667600-600000		\$25,666.66
1001-000000-2021-212600-600000		\$ 4,333.34
7. BENNIE CRUMP	\$14.42	\$30,000.00
Account: 4000-482217-2041-667600-600000		\$25,666.66
1001-000000-2021-212600-600000		\$ 4,333.34
8. CHARLES E. MITCHELL, SR.	\$14.42	\$30,000.00
Account: 4000-482217-2041-667600-600000		\$25,666.66
1001-000000-2021-212600-600000		\$ 4,333.34

MINUTES**PERSONNEL**Baltimore City Police Department - cont'dHourly RateAmount

Messrs. Blair, Crump, and Mitchell, retirees, will continue to work as a Contract Services Specialist I (Victim/Witness Coordinator). They will be responsible for providing a coordinated and structured response to reduce the occurrence of domestic violence in Baltimore City. The period of the agreement is October 1, 2016 through September 30, 2017. The Board is requested to approve these contracts retroactively to October 1, 2016 because the grant funds were not received until October 7, 2016. The nature of the duties performed was critical to on-going services. Therefore, it was necessary for Messrs. Blair, Crump, and Mitchell to continue working.

9. **RODERICK O. DOTSON, JR.** \$14.42 **\$30,000.00**

Account: 1001-000000-2041-744200-601009

Mr. Dotson, Jr., retiree, will work as a Contract Services Specialist I (Court Security Assistant). His duties will include, but are not limited to collecting evidence from body worn cameras, reviewing camera data to determine what evidence will be downloaded and tagged for submission to the State's Attorney's Office and assisting with data requests. The period of the agreement is December 18, 2016 through December 17, 2017.

10. **DELIGHT J. JACKSON** \$14.42 **\$30,000.00**

Account: 1001-000000-2041-198100-601009

Ms. Jackson, retiree, will work as a Contract Services Specialist I (Police Human Resource Associate). Her duties will include, but are not limited to conducting background

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

	<u>Hourly Rate</u>	<u>Amount</u>
<p>investigations to determine employment suitability for professional positions, handling face-to-face interviews with both applicants and other applicable individuals. She will also be in charge of on-line research, investigating, gathering and reviewing personal documents, and conducting residence investigations. Ms. Jackson will maintain materials in an organized case folder, complete assigned cases within a defined timeframe, and complete a written summary to report findings in a clear and concise manner. The period of the agreement is December 18, 2016 through December 17, 2017.</p>		
11. MILTON C. SNEAD	\$14.42	\$30,000.00
Account: 1001-000000-2042-198100-601009		
<p>Mr. Snead, retiree, will work as a Contract Services Specialists I (Office Support Specialist II). His duties will include, but are not limited to collecting court forms, identifying gun offenders from court liaisons, and entering information from court forms and gun offenders into the Gun Offender database. He will also maintain and update the gun database and obtain all appropriate information from the gun database using the Criminal Justice Information System, the Justice Information System and other criminal information systems. The period of the agreement is December 18, 2016 through December 17, 2017.</p>		
12. ATTLAY S. WILLIAMS	\$14.42	\$30,000.00
Account: 1001-000000-2042-198100-601009		
<p>Ms. Williams, retiree, will continue to work as a Contract Services Specialist I (Court Security Assistant). Her duties will include, but are not limited to reviewing body worn camera footage, preparing footage for the State's</p>		

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

Attorney's Office and ensuring agency members properly categorize video footage. The period of the agreement is January 25, 2017 through January 24, 2018.

On January 3, 1996, the Board approved a waiver to the Administrative Manual Policy 212-1, part I, which allowed the police department to hire retired police officers on a contractual basis.

Department of Public Works13. Reclassify the following positions:

a. From: Utilities Installer Repairer Supervisor I
 Job Code: 53515
 Grade: 082 (\$33,140.00 - \$39,199.00)
 Position Nos.: 34241, 22672, 22691

To: Utility Meter Tech. Supervisor
 Job Code: 34319
 Grade: 085 (\$35,681.00 - \$44,199.00)

b. From: Utilities Meter Reader Supervisor
 Job Code: 34315
 Grade: 084 (\$35,564.00 - \$42,466.00)
 Position Nos.: 23950, 23949, 23948, 23946, 23947

To: Utility Meter Tech. Supervisor
 Job Code: 34319
 Grade: 085 (\$35,681.00 - \$44,199.00)

Cost: (\$32,370.00) - 2071-000000-5471-609200-601001
 (3 positions)
 2071-000000-5471-609100-601001
 (5 positions)

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTES**PERSONNEL**Department of Public Works - cont'd14. Reclassify the following filled position:

- a. From: Collections Supervisor II
 Job Code: 34242
 Grade: 087 (\$39,701.00 - \$47,990.00)
 Position Nos.: 48583, 23940, 23941, 23942
- To: Customer Care Analyst Supervisor
 Job Code: 34266
 Grade: 087 (\$39,701.00 - \$47,900.00)
- b. From: Customer Care Acct. Spec. Adj. Supv.
 Job Code: 34262
 Grade: 087 (\$39,701.00 - \$47,990.00)
 Position No.: 23944
- To: Customer Care Analyst Supervisor
 Job Code: 34266
 Grade: 087 (\$39,701.00 - \$47,900.00)
- c. From: Collections Supervisor I
 Job Code: 34241
 Grade: 085 (\$36,681.00 - \$44,199.00)
 Position No.: 34278
- To: Customer Care Analyst Supervisor
 Job Code: 34266
 Grade: 087 (\$39,701.00 - \$47,900.00)
- d. From: Store Supervisor I
 Job Code: 33565
 Grade: 086 (\$38,152.00 - \$46,019.00)
 Position No.: 22645

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

To: Customer Care Analyst Supervisor
 Job Code: 34266
 Grade: 087 (\$39,701.00 - \$47,990.00)

e. From: Office Supervisor
 Job Code: 33215
 Grade: 084 (\$35,564.00 - \$42,446.00)
 Position No.: 47010

To: Customer Care Analyst Supervisor
 Job Code: 34266
 Grade: 087 (\$39,701.00 - \$47,990.00)

Cost: (\$14,597.00) - 2071-000000-5471-400500-601001
 (6 positions)
 2071-000000-5471-609100-601001
 (1 position)
 2071-000000-5471-609300-601001
 (1 position)

15. Abolish the following three vacant positions:

a. Classification: Utility Meter Reader I
 (2 positions)
 Job Code: 34311
 Grade: 078 (\$29,672.00 - \$34,218.00)
 Position Nos.: 23985, 23999

b. Classification: Utility Meter Reader II
 Job Code: 34312
 Grade: 078 (\$29,672.00 - \$34,218.00)
 Position No.: 23958

MINUTES**PERSONNEL**Hourly RateAmountDepartment of Public Works - cont'dCreate the following three positions:

c. Classification: Utility Meter Tech I

Job Code: 34310

Grade: 078 (\$29,672.00 - \$34,218.00)

Position No.: To Be Assigned by BBMR

Cost: \$3,158.00 - 2071-000000-5471-609100-601001

2071-000000-5471-609200-601001

These positions (items 14 and 15c) are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Department of Recreation and Parks

16. **CHARLES GREENSFELDER** \$26.00 **\$47,320.00**

Account: 6000-680517-4792-369500-601009

Mr. Greensfelder will work as a Contract Services Specialist II (Recreation Programmer). His duties will include, but are not limited to managing and organizing the activities and functions of the Ice Arena, supervising the performance of part-time staff, and overseeing Citywide and district-wide recreational sports programs at the Ice Arena. He will also develop cost analysis operations and implement sales and market programs for the facility, arrange and schedule competitive practices and tournaments, recruit, train and discipline part-time staff and volunteers, oversee the maintenance and operation of equipment, and write grant proposals for various funding sources to implement new programs. The agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Department of Recreation and Parks - cont'd</u>		
17. JOHN KIRK	\$26.75	\$51,003.33

Account: 6000-680517-4792-369500-601009

Mr. Kirk will work as a Contract Services Specialist II (Recreation Programmer). His duties will include, but will not be limited to organizing, planning, promoting, and overseeing a specified Citywide recreation program, including instructional classes, tournaments, contests, and academic/self-improvement programs, and recruiting, training, and evaluating part-time program specialists, officials, judges, and referees. He will also order supplies and equipment, submit budgetary recommendations, monitor budget, expenditures and accounts for funds and program fees, and evaluate cost effectiveness of programs. The salary is a 3% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

18. BRYANT E. SMITH	\$25.00	\$47,650.00
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Account: 9958-904419-9525-900020-709001

Mr. Smith will work as a Contract Services Specialist II (Urban Forester). His duties will include, but are not limited to planning, developing, and implementing urban tree management and reforestation projects, monitoring contract compliance and results of forestry activities to assure adherence to City policies and regulations and approving site plans. He will also evaluate the condition of trees and other vegetation in the City, inspect, and diagnose trees for disease, damage, safety hazards, and aesthetic effect; coordinate tree planting schedules and plans with

MINUTES**PERSONNEL**Hourly RateAmountDepartment of Recreation and Parks - cont'd

public utility companies, City agencies and the general public; respond to citizen concerns; write reports and conduct and participate in meetings held on construction sites to resolve issues and assure City code compliance. The period of the agreement is effective upon Board approval for one year.

State's Attorney's Office (SAO)

19. **BRIAN WANDA** \$50.00 \$ 45,000.00

Account: 1001-000000-1150-118000-601009

Mr. Wanda will continue to work as a Contract Services Specialist II (Database Specialist/Database Administrator). He will update, maintain, and modify the time keeping system and manage databases. Mr. Wanda will also create, modify, and analyze custom database reports and provide general database administration services. This is the same hourly rate as in the previous contract period. The period of the agreement is effective upon Board approval for one year.

20. a. Create the following non-Civil Service classification:

Classification: Chief State's Attorney Lead

Job Code: 08004

Grade: 942 (\$87,100.00 - \$143,600.00)

b. Reclassify the following filled positions:

Position Nos.: 24808; 24788; 34305

From: Classification: Chief State's Attorney

Job Code: 01963

Grade: 936 (\$77,600.00 - \$124,100.00)

MINUTES**PERSONNEL**SAO - cont'd

To: Chief State's Attorney Lead
 Job Code: 08004
 Grade: 942 (\$87,100.00 - \$143,600.00)

Costs: \$569,138.00 - 1001-000000-1150-118000-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Fire Department

21. Reclassify-downgrade the following vacant position:

Position No.: 3191-47112

From: Fire Captain EMS EMT-P
 Job Code: 41242
 Grade: 380 (\$66,057.00 - \$80,612.00)

To: Fire Lieutenant EMS EMT-P
 Job Code: 41241
 Grade: 376 (\$59,380.00 - \$71,645.00)

Cost: (\$14,136.00) - 1001-000000-3191-308700-601061

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Department of Housing and Community Development (DHCD)

22. a. Create the following Civil Service classification:

Classification: Superintendent of Mechanical and
 Electrical Inspections
 Job Code: 42156
 Grade: 929 (\$65,900.00 - \$105,300.00)

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>DHCD - cont'd</u>		
b. <u>Reclassify the following vacant position:</u>		
<u>Position No.: 15050</u>		
From: Superintendent of Mechanical Inspections		
	Job Code: 42155	
	Grade: 927 (\$62,000.00 - \$99,200.00)	
To: Superintendent of Mechanical and Electrical Inspections		
	Job Code: 42156	
	Grade: 929 (\$65,900.00 - \$105,300.00)	
Cost: \$5,165.00 - 1001-000000-2602-260700-601001		

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Law Department

23. **LAURA A. GIANTRIS** \$66.94 **\$ 80,328.00**

Account: 2036-000000-1752-175200-601009

Ms. Giantris will continue to work as a Contract Services Specialist II (Chief Solicitor/Special Chief Solicitor). She will answer questions received from the Mayor's Office, provide legal advice and counsel to City agency clients and senior attorneys, and provide support to the Baltimore City Department of Human Resources. This is a 5% increase in the hourly rate from the previous contract period. The period of the agreement is November 24, 2016 through November 23, 2017.

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Mayor's Office of Information Technology</u>		
24. PATRICIA FULLER	\$50.50	\$ 96,253.00

Account: 9903-928007-9116-900000-708096

Ms. Fuller will continue to work as a Contract Services Specialist II (IT Specialist IV/Business Analyst/Web Coordinator). She will use Drupal content management skills to coordinate and conduct training for content editors, create and maintain a Drupal training materials library, and use business analyst skills to understand and document requirements from agencies for new and revised web pages. In addition, Ms. Fuller will coordinate with Webmaster and other Web Developers to implement revisions, function as a liaison to City agencies, and communicate project status and website policies and guidelines. She will also test draft web pages, additions and changes to the Website, record and track errors and deficiencies, participate in drafting and publishing website policies and guidelines, and assist the Citywide Website Project Manager. This is a 1% increase from the previous contract period. The period of the agreement is effective upon Board approval for one year.

Department of Human Resources (DHR)

25. Reclassify the following filled position:

Position No.: 50446

From: Operations Manager II
 Job Code: 00091
 Grade: 942 (\$87,100.00 - \$143,600.00)

To: Operations Manager III
 Job Code: 00092
 Grade: 960 (\$92,400.00 - \$152,400.00)

Cost: \$10,710.00 - 1001-000000-1601-172500-601001

MINUTES**PERSONNEL**

DHR - cont'd

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

26. Reclassify the following filled position:

Position No.: 50324

From: Operations Specialist I
Job Code: 00083
Grade: 906 (\$49,700.00 - \$79,400.00)

To: Operations Officer I
Job Code: 31109
Grade: 923 (\$58,300.00 - \$93,500.00)

There is no cost associated with this action.

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

27. Reclassify the following filled positions:

a. Position Nos.: 10013

From: HR Assistant II
Job Code: 33683
Grade: 085 (\$36,681.00 - \$44,199.00)

To: Administrative Coordinator
Job Code: 31100
Grade: 087 (\$39,701.00 - \$47,990.00)

b. Position No.: 51342; 51341

From: HR Specialist I
Job Code: 33628
Grade: 090 (\$44,858.00 - \$54,520.00)

MINUTES**PERSONNEL**

DHR - cont'd

To: Compensation Analyst II
Job Code: 33623
Grade: 927 (\$62,000.00 - \$99,200.00)

Cost: \$10,071.00 - 1001-000000-1601-172500-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

28. Reclassify the following filled position:

Position No.: 10044

From: Accountant II
Job Code: 34142
Grade: 923 (\$58,300.00 - \$93,500.00)

To: Account Supervisor
Job Code: 34145
Grade: 927 (\$62,000.00 - \$99,200.00)

Cost: \$6,006.00 - 1001-000000-1601-172500-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

29. Reclassify the following filled position:

Position No.: 19983

From: HR Assistant I
Job Code: 33681
Grade: 081 (\$32,076.00 - \$38,001.00)

MINUTES**PERSONNEL**

DHR- cont'd

To: Program Compliance Officer I
Job Code: 31501
Grade: 087 (\$39,701.00 - \$47,990.00)

Cost: \$6,933.00 - 1001-000000-1601-172500-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

30. Reclassify the following filled position:

Position No.: 10023

From: HR Assistant II
Job Code: 33683
Grade: 085 (\$36,681.00 - \$44,199.00)

To: Recruitment & Talent Acquisition
Specialist I
Job Code: 33674
Grade: 090 (\$44,858.00 - \$54,520.00)

Cost: \$6,527.00 - 1001-000000-1601-172500-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTESBaltimore Development Corporation - 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 Stadium Authority (Authority) and the Maryland Department of Housing and Community Development.

AMOUNT OF MONEY AND SOURCE:

\$313,333.00 - City contribution

BACKGROUND/EXPLANATION:

On July 28, 2016, the City requested the Authority to provide a programming, conceptual design and engineering study for the renovation and expansion of the Baltimore Convention Center. The study is estimated to cost up to \$1,000,000.00. The City, Greater Baltimore Committee (GBC), Downtown Partnership of Baltimore, Inc., (DPB), the Maryland Department of Commerce (DOC), the Authority, and Maryland Department of Housing and Community Development (MD-DHCD) have agreed to jointly fund the study with the following contributions:

1. \$313,333.00 from the City,
2. \$30,000.000 from GBC,
3. \$30,000.00 from DPB,
4. \$250,000.00 from DOC to BDC to the Authority in the form of a grant,
5. \$250,000.00 from MD-DHCD in the form of a technical assistance grant, and
6. \$126,667.00 from the Authority.

On August 2, 2016, the Authority agreed to supervise and oversee the requested Study and will pursue the requisite approvals and funding authorization by the State of Maryland Board of Public Works. The Authority will be responsible for contracting with such consultants as the Authority deems appropriate in connection with the Study.

MINUTES

BDC - cont'd

MBE/WBE PARTICIPATION:

Each consultant will comply with the State of Maryland's MBE program in lieu of the City's MBE/WBE program.

MINUTESMayoralty-Related/Department of PlanningTRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
1. \$313,333.00	9904-905795-9129	9904-907795-9127
General Funds	Capital Project	Capital Project
	Priorities -	Priorities -
	Reserve	Active

This transfer is to fund the City's contribution of \$313,333.00 to a \$1,000,000.00 study regarding potential expansion of the City Convention Center. The study will be led by the Maryland Stadium Authority.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with the Maryland Stadium Authority and the Maryland Department of Housing and Community Development. 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

Baltimore Development - Fourth Amendment to Land
Corporation Disposition Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Fourth Amendment to Land Disposition Agreement (LDA) with the Center for Aquatic Life and Conservation, Inc. (CALC) the Developer, for the properties located at 2400 Clarkson Street, 101 W. Cromwell Street, and 2300 S. Hanover Street.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Land Disposition Agreement approved by the Board of Estimates in 2004 and amended three times from 2006 through 2007 includes the parcels known as 2400 Clarkson Street, 101 W. Cromwell Street, and 2300 S. Hanover Street. Under the agreement, the Developer was required to construct a new facility to house the National Aquarium in Baltimore's Animal Care Operations, conduct environmental restoration, and complete other site improvements such as a waterfront park and conservation area. While the Developer completed the environmental restoration and waterfront park, economic realities posed by the Great Recession prevented the Aquarium from moving forward with the animal care facility as originally planned.

This fourth amendment will permit the Developer to convey the property, release the Developer and the City from any liability under the LDA and waive the Developer from any defaults under the existing LDA. Upon conveyance of the property, responsibility for maintenance and improvements to the waterfront park, development rights for the remaining parcels, and remaining obligations of the LDA that have not been performed, modified, or waived will be transferred to the property's purchasers - 101 West Cromwell Street, LLC; 2400

MINUTES

BDC - cont'd

Clarkson Street, LLC; and 2300 South Hanover Street, LLC. This Amendment will also support the ongoing redevelopment of Port Covington as expressed in the 2016 Port Covington Master Plan and support the Aquarium's efforts in seeking a long-term solution for its animal care operational needs.

MBE/WBE PARTICIPATION:

The Developer will comply with MBE/WBE.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Fourth Amendment to Land Disposition Agreement with the Center for Aquatic Life and Conservation, Inc., the Developer, for the properties located at 2400 Clarkson Street, 101 W. Cromwell Street, and 2300 S. Hanover Street. The Mayor **ABSTAINED**.

MINUTESBaltimore Development Corporation - Office Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Office Lease Agreement with the Highlander Contracting Company, LLC, Tenant, for the rental of 442 sq. ft., of property known as Business Center @ Park Circle located at 2901 Druid Park Drive. The period of Agreement is for one year, and has a renewal option of an additional year.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Installments</u>
\$8,400.00	\$700.00

BACKGROUND/EXPLANATION:

Highlander Contracting Company, LLC has been in business since 2002 and provides utility and telecommunication services in the Mid-Atlantic region. The company received a contract from the City and will use the office space for staff and up to approximately ten City inspectors.

After one year, the base rent will escalate at a rate of 4% annually in order to allow for any increases in building expenses.

The space is leased on an "As Is" basis and does not require the landlord to make any modifications. The Tenant will be responsible for any improvements or build-out of the premises.

MINUTES

BDC - cont'd

All other landlord services such as utilities, limited janitorial services, maintenance, and repairs to the premises are included in the initial base rent.

In addition, the Tenant is obligated to maintain and keep in force general public liability, contractual liability, and property damage insurance protection for the premises and name the City as additionally insured under said insurance policies.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Office Lease Agreement with the Highlander Contracting Company, LLC, Tenant, for the rental of 442 sq. ft., of property known as Business Center @ Park Circle located at 2901 Druid Park Drive.

MINUTES

Baltimore Development Corporation (BDC) - Funding and Repayment Agreement and a Local Government Resolution

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of (a) a Funding and Repayment Agreement with Morgan Stanley Services Group, Inc. (MS), and (b) a Local Government Resolution in support of the BDC's Maryland Economic Development Assistance Authority Fund's (MEDAAF) loan application to the Maryland Department of Commerce. A Local Government Resolution of support is required for organizations to participate in the program.

The Board is further requested to authorize the Mayor or the Director of Finance to execute any ancillary documents, letters, or certificates that do not change the substance of the terms of the documents.

AMOUNT OF MONEY AND SOURCE:

\$500,000.00 - 9910-923100-9601-900000-709099

BACKGROUND/EXPLANATION:

The Funding and Repayment Agreement will fund a \$500,000.00 convertible loan to the MS for its initiative to expand its existing operations in Baltimore City (the Project).

The MS is a publicly traded global financial services firm that maintains leading market positions in each of its three primary businesses; securities, asset management and credit services.

In October 2003, the MS located its new securities processing center to Bond Street Wharf. Initially this created 600 new jobs over a period of three years. Today, the MS employs approximately 1,029 individuals at its Thames Street location.

Recently, the MS made a decision to expand its existing operations in Baltimore City for financial, legal, compliance, human resources, and corporate services.

MINUTES

BDC - cont'd

The MS will expand its current operations by leasing additional space at its existing facility located at 1300 Thames Street (the Existing Facility). In addition, the MS will also lease 60,000 square feet of new space at 100 S. Charles Street (the New Facility). Both the Existing Facility and the New Facility are collectively known as the "Project Site." Anticipated project costs at the Project Site will be approximately \$10,000.00 (the Project Costs).

In addition to the 1,029 full-time permanent employees at the Project Site, the MS will hire an additional 800 full-time permanent employees at the Project Site by December 31, 2020, for a total of 1,800 full-time permanent employees at the Project Site.

Proposed City Assistance:

The BDC is recommending the City provide financial assistance in the form of a \$500,000.00 convertible loan. The BDC will have received satisfactory evidence that the company employs a minimum of 1,000 full-time permanent employees at the Project Site by December 31, 2017. In addition, the MS will be required to employ a total of 1,800 employees at the Project Site by December 31, 2020. Any number less than 1,800 employees at the Project Site as of December 31, 2020, the MS will be required to pay a pro rata share of \$625.00 per employee, under 1,800 employees. If the MS reaches the 1,829 by the aforementioned date, the loan will be forgiven.

State of Maryland Assistance:

The State of Maryland, through the Department of Commerce, has approved the following transaction with the MS:

- \$4.5 million MEDAAF conditional grant to be funded through the BDC.

MINUTESBDC - cont'd**MBE/WBE PARTICIPATION:**

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

APPROVED FOR FUNDS BY FINANCE**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Baltimore Development Corporation</u>		
1. \$ 500,000.00	9910-901860-9600	9910-923100-9601
24 th EDF	Constr. Res.	Indus. & Comml.
	Indus. & Comml.	Financing
	Financing	

This transfer will provide funds through a loan to Morgan Stanley Services Group, Inc. to expand its existing operations to include finance, legal compliance, human resources, and corporate services by leasing additional space at its current location at 1300 Thames Street in Baltimore City.

UPON MOTION duly made and seconded, the Board approved and authorized execution of (a) a Funding and Repayment Agreement with Morgan Stanley Services Group, Inc., and (b) a Local

MINUTES

BDC - cont'd

Government Resolution in support of the BDC's Maryland Economic Development Assistance Authority Fund's loan application to the Maryland Department of Commerce. The Board also authorized the Mayor or the Director of Finance to execute any ancillary documents, letters, or certificates that do not change the substance of the terms of the documents. 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 Finance - Financial Audits of the
Department of Planning

ACTION REQUESTED OF B/E:

The Board of Estimates is requested to **NOTE** receipt of the Department of Planning Financial Audit. In accordance with AM Policy 404-5, Quadrennial Audit Policy, the Department of Finance submits to the Board of Estimates the Department of Planning Quadrennial Financial Audit for Fiscal Years 2011, 2012, 2013, and 2014.

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 Planning financial audit 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 Planning as of June 30, 2011, 2012, 2013 and 2014 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

UPON MOTION duly made and seconded, the Board **NOTED** receipt of the Department of Planning Quadrennial Financial Audit for Fiscal Years 2011, 2012, 2013 and 2014.

MINUTES

Department of Finance - Performance Audits of the
Department of Planning

ACTION REQUESTED OF B/E:

The Board of Estimates is requested to **NOTE** receipt of the Department of Planning Performance Audit. In accordance with AM Policy 404-5, Quadrennial Audits Policy, the Department of Finance submits to the Board of Estimates the Department of Planning Quadrennial Performance Audit for Fiscal Years 2011, 2012, 2013, and 2014.

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 performance audit reviewed several areas (development oversight and project support subdivision and site plan reviews, historical preservation, comprehensive planning and resources management and sustainability planning). Recommendations were developed for each area. The Department concurs with the findings and recommendations and will continue in collaboration with the City of Baltimore's Outcome Stat process to make efforts to standardize its performance measure recordation methods. The Department will take appropriate actions to address the issues raised by the audits.

MBE/WBE PARTICIPATION:

N/A

MINUTES

Department of Finance - cont'd

President: "The next item on the non-routine Agenda can be found on Page 114, Department of Finance Performance Audits of the Department of Planning, will the parties please come forward?"

Mr. Henry Raymond: "Good morning Mr. President, Madam Mayor, honorable members of the Board. I'm Henry Raymond, Director of Finance. I'm joined this morning by Director Tom Stosur, Department of Planning. I appear before you this morning to request that the Board of Estimates Note the Performance Audit for the Department of Planning. This is a Quadrennial Audit for uh -- Fiscal Years 2011, 2012, 2013, and 2014. In accordance with the Administration Manual Policy 404-5, we are presenting this Performance Audit to the Board this morning. The Performance Audit reviewed essentially uh -- five areas for the Department of Planning, including the development oversight and project support reviews, site plan reviews, historical preservation, comprehensive planning and resource management and sustainability planning. Uh -- The external auditor made recom-

MINUTES

Department of Finance - cont'd

mendations in each of those five areas. The Department of Planning concurs with the findings and has taken appropriate actions to uh -- implement the recommendations associated with the Performance Audit."

Comptroller: "Normally the recommendations are read into the minutes, should you read them what the recommendations were by the outside auditor? Do you have them available?"

Director of Finance: "Yes. We haven't done that before, but I'll be happy to."

Comptroller: "I thought when the Department of Audits says the recommendations are and the Department is able to respond."

Director of Finance: "The first finding regarded uh -- for finding number one. Percentage of subdivision reviews receiving Planning Commission approval. The audit results were that they were able to replicate the calculations. The targets were consistently calculated and provided meaningful comparisons to the actual performance. The Department did not have documented procedures for data collection, calculation, and the validation

MINUTES

Department of Finance - cont'd

method used. Item 2, Development Oversight and Project Support. Uh -- The findings were as follows, no supporting schedules or data available to audit to determine if the reported numbers were accurate. Not having documented procedures for data collection, calculation, and validation. Finding three for Historical Preservation. Actual performance measures accurately reflected the reported Fiscal 2012, 2013 and 2014, and they were able to replicate the calculations. Ah, supporting details for Fiscal 2011 were not archived and could not be verified. The targets were consistently calculated and provided meaningful comparisons to the actual performance, and finally the Department did not have documented procedures for the data collection, calculation and validation methods used."

Comptroller: "That was five?"

Director of Finance: "Well, no I'm sorry."

Comptroller: "I'm sorry. I thought that ---."

Director of Finance: "Number four --."

Comptroller: "Right, okay."

MINUTES

Department of Finance - cont'd

Director of Finance: "Right. Comprehensive Planning and Resource Management. The findings essentially were that the actual performance measures were accurately reflected in what was reported for Fiscal Years 2011, 13 and 14. Actual performance measures for Fiscal 2012 could not be validated due to not being able to ascertain the original documentation for that one year and targets were consistently calculated and provided meaningful comparisons to the actual performance. For the final finding, Planning for a Sustainable Baltimore. The findings were not being able to provide schedules or data to determine if the numbers reported were accurately stated. Excuse me, were correctly stated, and again uh -- the Department did not have documented procedures for the data collection, calculation and validation methods utilized."

Comptroller: "Thank you."

President: "Thank you. The Audit has been **NOTED.**"

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MINUTES

Department of Finance - Financial Audits of the Department
of Housing and Community Development

ACTION REQUESTED OF B/E:

The Board of Estimates is requested to **NOTE** receipt of the Department of Housing and Community Development Financial Audit. In accordance with AM Policy 404-5, Quadrennial Audits Policy, the Department of Finance submits to the Board of Estimates the Department of Housing and Community Development Quadrennial Financial Audit for Fiscal Years 2011, 2012, 2013, and 2014.

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 Housing and Community Development financial audit received an unqualified opinion, meaning that the financial statements were presented fairly, in all material respects, the respective financial position of the governmental funds for the Department of Housing and Community Development as of June 30, 2011, 2012, 2013, and 2014 in accordance with accounting principles generally accepted in the United States of America.

MBE/WBE PARTICIPATION:

N/A

MINUTESDepartment of Finance - cont'd

UPON MOTION duly made and seconded, the Board **NOTED** receipt of the Department of Housing and Community Development Quadrennial Financial Audit for Fiscal Years 2011, 2012, 2013 and 2014.

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

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:

MINUTESDepartment 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 (CBDP/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 CBDP/A be suspended or revoked; and
- Adding seven new reasons to suspend or revoke an employee's CBDP/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.

MINUTESDepartment of Finance - cont'dAM-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:
 - o Sign-In Sheet;
 - o Final Packets;
 - o Yellow Permit Cards; and
 - o 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."

MINUTESDepartment of Finance - cont'dAM-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.

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:

MINUTESDepartment of Finance - cont'd

- 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.

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:

MINUTESDepartment of Finance - cont'd

- 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

MINUTES

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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

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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 CDBP/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 CDBP/A, may result in the immediate transfer, demotion, and/or termination of the affected employee. A current file of individuals whose CDBP/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 CDBP/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 CDBP/A, upon request of a City Agency shall be solely the discretion of DOS.

TRAININGBasic 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 CDBP/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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AM-501-2, Part I

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

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 PERMITBasic 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

MINUTES

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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/

MINUTES

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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.

MINUTES

***a*****AM-501-2, Part I*****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

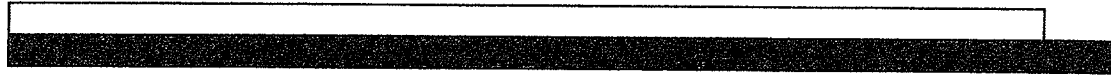
An employee must officially notify, either in person or in writing, his supervisor and DOS of the suspension, revocation, or expiration of his/her State driver's license within one (1) workday. Failure to notify as required may result in suspension of the employee from work.

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

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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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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**

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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AM-501-2-1

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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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AM-501-2-1

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

copies of all of the required polices 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.

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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/>.

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AM-501-3

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

- 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.
 - 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

*m****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.

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

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*

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;

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*

- 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

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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.

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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., 7th 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

MINUTES

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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.

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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

MINUTES



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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

MINUTES


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AM-506-1

*m**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.

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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.

MINUTESDepartment of Finance - cont'd

UPON MOTION duly made and seconded, the Board approved the Revised Administrative Manual Policies - AM 501-1, 501-2, Part I, 501-2, Part II, 501-2-1, 501-10, 501-10-1, 501-11, 501-12, 501-14, 505-1, 505-1-1, and 506-1. UPON FURTHER MOTION duly made and seconded, the Board **DEFERRED** indefinitely AM 501-3, Personal Use of City-Owned Vehicles.

MINUTESBureau of Purchases - Cure of Bid Security Deficiencies**ACTION REQUESTED 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.

President: "The next item on the non-routine agenda can be found on Pages 163 to 164 Bureau of Purchasing Cure of Bid Security Deficiencies. Will the parties please come forward."

MINUTES

Bureau of Purchases - cont'd

Mr. Tim Krus: "Tim Krus, City Purchasing Agent. This is the ability to cure ah -- Bid Security Deficiencies that occurred across eight bids over a relatively short period of time. In which, we are asking that those deficiencies in question be sent to the Department of Finance for review so that it can then make a recommendation to the Board noting the potential waiver of deficiencies in that recommendation and ultimately allow the Board to approve or disapprove both the award and the cure of the deficiency. This is completely consistent with the proposed procurement regulations, which I understand we have deferred for a week, Um -- 7.9.3.3 if deficient bid security for a non-public works contract is provided by a responder the Board shall refer the deficient bid security to the Department of Finance for evaluation. If the Department of Finance determines that, the deficient bid security does not result in fiscal disadvantage or harm to the City, an acceptance of the responses in the best interest of the City. Then the Department of Finance may either one, give the responder an opportunity to cure the deficient bid security in its response or two, waive the deficient bid

MINUTES

Bureau of Purchases - cont'd

security. The Department of Finance shall present its recommendation of waiver or cure to the Board at the time it recommends the responder for award. The waiver or cure of the deficient bid security shall only be effective upon Board approval. And just to note, the Department of Finance, Bureau of Purchases for a while now has tried to be careful in the number of times that it applies bid and performance bonding to solicitations in order to open up the field of competition to small business -- small minority women-owned businesses who might not have the capacity to obtain that bonding, and we have a policy that we follow in order to do that. Um -- This ability to cure and waive bid securities is another step in that direction where we hope to give the opportunity for a bidder to cure um -- minor irregularities. For example, they turn in their bid; they provide a corporate check rather than a certified check. We might give them the ability to turn around a certified check in a short period of time and still be able to evaluate their proposal for potential award."

President: "Madam Comptroller."

MINUTES

Bureau of Purchases - cont'd

Comptroller: "So prior to this request to the Board, you have contacted bidders um -- on solicitations to allow them to cure their bid security? You have?"

Mr. Krus: "Prior to this award, one of the bidders which we know submitted a corporate check rather than a certified check, we followed the Department of Finance policy to ask them to provide that check. Um -- that the ability for that to become a cure is still tied into what I read. So, if -- if um we go forward and then evaluate that proposal, if that particular vendor is recommended for award ah -- the Board would still not only have to approve the award but approve the fact that we allowed them to cure their irregularity."

Comptroller: "The concern that I have is that by Charter the Board of Estimates has supervision over all procurement. So, I am not understanding why you were able to contact the bidders, because in the Charter in Article VI, Section 11(h)(2)(i), where it allows the Department of Finance to set policies and procedures, it specifically states to determine whether a bid bond is required, determine face of the bond and the manner in

MINUTES

Bureau of Purchases - cont'd

which the bond shall be provided and refunded. So these three things are determined prior to the bids being received and are and they are also included in the solicitation. So any changes to cure a deficient bid security should -- or request should be brought before the Board, before the -- the um bidder is contacted."

Mr. Krus: "We are following a policy that we filed in December of 2015, regarding how we determine whether or not bonding needs to apply and how we determine what might be done for a waiver. The manner in which that in which we address all of this that we consider part of this process. So that we look at whether or not it can be waived. We ask the vendor to provide what would cure it. In this case a certified check rather than a corporate check, evaluate the proposal and then still come back to the Board for its approval of any waiver of deficient bid security along with award if that vendor happens to prevail in the award. Now the process is much more lengthy in which these bids are referred to the Law Department for review. They confer with us. They write an opinion. That opinion comes back to your office Madam Comptroller and then the process either does or doesn't

MINUTES

Bureau of Purchases - cont'd

continue. So, this is an effort here in this limited request and it ultimately in the procurement regulations to create a process that is more efficient in allowing us to move more quickly toward getting an award and toward potentially expanding the pool of bids or proposals that we evaluate."

Comptroller: "Did the Law Department review these regulations that Finance developed for legal form and sufficiency?"

Mr. Krus: "Ah -- they did not."

Comptroller: "Um --."

Mr. Krus: "They have seen them since and provided a recommendation to the Board, to ah your office."

Comptroller: "And you never submitted these regulations to the Board of Estimates?"

Mr. Krus: "No we did not. We believe that the way that the Charter had been written that they only had to be filed with the Department of Legislative Reference since the Charter was asking the Department of Finance to assemble these rules and regulations."

MINUTES

Bureau of Purchases - cont'd

Comptroller: "I believe that -- that you are stating that the Charter allows you to usurp the authority of the Board of Estimates because they were not approved by the Law Department and they were not brought before the Board of Estimates for approval."

Mr. Krus: "Um -- Madam Comptroller, there is no intention to usurp the authority of the Board of Estimates and that is one of the reasons why you have this particular action today in which we are asking for approval, and if you know if its determined that it be best that that policy also go to the Board of Estimates for approval we are more than willing to do that."

Comptroller: "I think it should because it says by Charter that the Board of Estimates is responsible for all supervision of procurement. So, I believe that it should come before the Board of Estimates."

Ms. Hanna Rose Kondratyuk: "Madam Comptroller, this is um and members of the Board Hanna Rose Kondratyuk from the Law Department. I just want to remind you that ultimately it's the Board decision for every determination related to bid cure, bid waiver, and ultimate award of the contract. All this is -- is a middle step in the process you ultimately decide. So, whether

MINUTES

Bureau of Purchases - cont'd

their bid policy went to the Board for approval or not, it's moot, because the Board of Estimates makes ultimate decisions. They're just -- They just they just have a policy that helps with the procurement regs, to help them implement their review of it, because ultimately it goes to the Board first. The Board opens the bid, determines the irregularity if there any for bid security, and then we refer it back to Purchases which allows them to do internal investigation related to the bid security. But also allows them to evaluate all the bids. Because in the meantime, the current process, none of the bids are evaluated if any of, the bids for that solicitation are held up for the review by Law. So this allows them to go through the process of evaluation, allows them to determine whether it's even possible for there to be a cure or a waiver, but then submit it to the Board of Estimates. The Board of Estimates will make that decision. No decision is made. Purchases just make it available so that if the Board chooses to elect to allow cure or a waiver, it's available so that award can be made at that point and it doesn't delay the City process of receiving services and goods."

Comptroller: "I just believe that it should come before the Board, because I know in your regs you say that you will use um

MINUTES

Bureau of Purchases - cont'd

good and best faith efforts. I'm not sure what that means, but um we are going to review those regulations and so I do not agree that Finance or Purchases has the uh-- greater authority than the Board. These bids have been held up for quite a long time and we need to resolve it in one way or another and I do have some serious concerns about the development of these procedures since they were not approved by the Law Department for legal form and sufficiency or brought before the Board um -- that they were never submitted to the Board for uh -- approval. So, with reluctance, I am prepared to move forward with allowing the review of the deficient bids and a recommendation to the Board of Estimates. However, I don't want this to be a precedent and it only applies to the defective bid security for bids B50004537, bid B50004730, bid B50004784, B50004728 which are all listed on page 164 of the Agenda today."

Mr. Krus: "We appreciate that Madam Comptroller and just to reiterate we never intended to set a precedent with this but only to address these that you have read into the record."

Comptroller: "Okay."

President: "So um -- you initially said that you would send that policy to the Board for approval. Are you still going to do that?"

MINUTES

Bureau of Purchases - cont'd

Mr. Krus: "We can do that if the Board would allow us to do that. We're happy to submit it for the Board's approval."

President: "Okay. Alright, I entertain a Motion."

Interim City Solicitor: "I move that we approve the -- the cures as recommended on pages 163 through 164 of the agenda."

Comptroller: "Second."

President: "All those in favor say AYE."

Comptroller: "And it's not a precedent."

Interim City Solicitor: "Okay. And to be clear that we are dealing with these specific eight bids that are set forth on the agenda as opposed to any other bids."

Comptroller: "And that we are not setting a precedent."

Interim City Solicitor: "And so that we don't establish a precedent."

Comptroller: "Thank you."

President: "Second by you, Joan?"

Comptroller: "Yes."

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

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MINUTES

Office of the Mayor - Baltimore City Sheriff's
Office Bonus Program

ACTION REQUESTED OF B/E:

The Board is requested to approve a new Policy, Baltimore City Sheriff's Office Bonus Program. The policy is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

There are no costs associated with this action.

BACKGROUND/EXPLANATION:

The City of Baltimore is committed to creating and encouraging a high performing, productive and accountable workforce. The City advanced this goal, in part, by offering employees competitive compensation, adjusted based upon their individual performance through the implementation and execution of the City's Performance Management Program, "Driving & Developing Human Capital Results," AM-228-1 Performance Management Policy for Managerial and Professional Society of Baltimore Covered Employees ("AM-228-1") and AM-228-2 Managerial and Professional Society Pay-for-Performance ("AM-228-2"). The Sheriff's Office, which is not encompassed in AM-228-2 have followed the City's lead and propose a similar program for their employees.

The Baltimore City Sheriff's Office ("Sheriff's Office") Bonus Program ("Program") is intended to ensure consistency, transparency, and fairness in the process of awarding Sheriff's Office employees performance-based compensation. If funds are allocated by the Baltimore City Council, this policy outlines the guidelines and procedures for implementing performance-based compensation.

Under the Sheriff's Office Program, Pay-for-Performance is awarded based on an individual's annual End-of-Cycle Performance Planning & Evaluation ("PEP") Review. Similar to AM-228-2, employee performance in the Program is demonstrated through the achievement of individual goals, required competencies, and budget allocation for salary increases.

MINUTESOffice of the Mayor - cont'd

According to the Program, employees who receive an overall rating of "Outstanding (3)" or "Satisfactory (2)" in a current performance cycle are eligible to receive a Pay-for-Performance Bonus. The Program consists of a Pay-for-Performance Bonus and if eligible, a Special Recognition Award to recognize deserving employees. Pay-for-Performance is subject to the availability of funds within the Bonus Program budget allocation and the confines outlined in the chart below.

Award Amounts

Performance Rating	Bonus Award
Outstanding (3)	Up to \$2,500.00
Satisfactory (2)	Up to \$1,000.00
Unsatisfactory (1)	Ineligible

Special Recognition Award: Up to \$2,500.00

The Program provides the Sheriff's Office with flexibility to award performance-based compensation to employees in a manner that ensures fairness, transparency, and consistency. The controls (requirement of an annual evaluation consistent with the Maryland State PEP Guidelines for Performance Evaluations and Rewards, award amount limitations, and uniformity of award amount based on performance rating) provided in the Program are designed to provide a level of standardization in employee evaluations which can reduce the likelihood for real and perceived inequities or irregularities. A fair and effective process is absolutely essential to preserving the integrity of the Pay-for-Performance program.

UPON MOTION made and seconded, the Board approved the new Policy, Baltimore City Sheriff's Office Bonus Program.

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Office of the Mayor - Procurement Regulations, Debarment/
Suspension Regulations, and Grant
Regulations of Baltimore City

ACTION REQUESTED OF B/E:

The Board is requested to approve the Procurement Regulations, Debarment/Suspension Regulations, and Grant Regulations of Baltimore City.

AMOUNT OF MONEY AND SOURCE:

There are no costs associated with this action.

BACKGROUND/EXPLANATION:

The Office of the Mayor is pleased to present the Procurement Regulations, Debarment/Suspension Regulations, and Grant Regulations of Baltimore City (Regulations) for the Board's approval. These Regulations are the result of an extensive collaboration between the Mayor's Office, the Office of the City Council President, the Office of the Comptroller, as well as the Departments of Finance, Transportation, Public Works, and General Services, the Office of Boards and Commissions, the Ethics Board, the Office of Risk Management, the Law Department, the Minority and Women's Business Opportunity Office, and the Office of Minority & Women-Owned Business Development. They are a significant accomplishment for the City and they will serve as a centralized document for the City's procurement policies and procedures.

The Regulations were distributed to all City agencies and then published online for public review and comment for three weeks. The City has reviewed and considered all feedback from the public. Thanks to the hard work of City agencies and the public, Baltimore will now have clear, direct, and comprehensive regulations on how the public can do business with the City.

Baltimore is currently the only major city without procurement regulations. The Procurement Regulations enhance transparency in the contracting and procurement process and provide consistency for the business community. Contractors (the public) and City agencies will thus have a centralized and accessible document setting forth requirements for doing business with the City.

MINUTESOffice of the Mayor - cont'd

The Debarment/Suspension Regulations provide transparency to the public about the City's process for prohibiting a contractor from doing business with the City. They protect the public interest, promote the integrity of the City's contracting process, and serve the best interests of the City.

Finally, the Grant Regulations provide transparency to the public about the purpose of grants and the difference between a procurement contract and a grant. They provide clarity on how the City accepts and distributes grants in order to promote peace, good government, health, and welfare in the City.

The Mayor would like to personally thank the City Council President and the Comptroller for their dedication and hard work in helping to develop these Regulations. The Mayor respectfully requests that the Board approve the Regulations with an effective date of January 23, 2017 (60 days after approval).

UPON MOTION duly made and seconded, the Board **DEFERRED** this item pending review with the goal of having it back on next week.

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PROCUREMENT REGULATIONS, DEBARMENT / SUSPENSION
REGULATIONS, AND GRANT REGULATIONS
OF
BALTIMORE CITY

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I. Procurement Regulations

1. City Procurement System – General Overview.

1.1. Authority for these Regulations.

1.1.1. The Board of Estimates of Baltimore City (the “Board”) has the authority to issue procurement regulations pursuant to the Baltimore City Charter, Art. VI §§ 2, 11.

1.1.2. The Board may waive these regulations for any particular procurement or class of procurements.

1.1.3. The Board’s approval of any procurement automatically waives any inconsistency with these regulations for that procurement.

1.2. Applicability of these Regulations.

1.2.1. These regulations apply to all City agencies (as defined in the City Charter) and other public entities subject to the procurement laws of the City.

1.2.2. Except as otherwise provided, these regulations apply to procurements anticipated to result in contracts exceeding \$25,000. Procuring Agencies may not divide contracts (splitting) for the purpose of avoiding the triggering limits.

1.2.3. These regulations are not applicable to certain transactions including real estate, land purchases, land dispositions, leases, licenses, easements, employee contracts, and rights of entry.

1.3. Excluded Activities. Nothing in these regulations shall prevent City agencies from complying with the terms and conditions of any grant, gift, or bequest if the item is approved by the Board. All procurements shall follow these regulations, regardless of funding source, except as specifically limited by the funding source, and approved by the Board in the acceptance of the funds.

1.4. Procurement Authority.

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1.4.1. The Department of Finance has the authority to procure supplies, materials, equipment, and services other than professional services, on behalf of using agencies.¹

1.4.2. City agencies have the authority to procure professional services.²

1.4.3. The Department of Public Works, Department of General Services, Department of Recreation & Parks, and the Department of Transportation have the authority to procure public works.³

1.4.4. The Law Department's approval is necessary for the retention of outside counsel to represent the City or any City agency.⁴

1.4.5. Any contract award is contingent upon the proper appropriation of funds by the City in accordance with the City Charter and Code.⁵

1.4.6. Execution of Contracts. Only the Mayor, the Mayor's designee, or the head of an agency may execute contracts on behalf of the City.⁶

1.5. Rules of Construction.

1.5.1. For public works and design-build contracts, wherever these regulations conflict with the most current version of "The City of Baltimore, Department of Public Works, Specifications for Material, Highways, Bridges, Utilities and Incidental Structures" and any officially issued addenda thereto (the "Green Book") or the Board of Estimates Policy Regarding the Use of Design Build Project Delivery approved by the Board on November 2, 2011, as amended from time to time, those documents shall prevail.

1.5.2. Where provisions of these regulations appear to conflict, the provisions of

¹ See Baltimore City Charter Art. VII, § 17(b).

² See Baltimore City Charter Art. VI, § 11(d).

³ See Baltimore City Charter Art. VI, § 11(h)(2)(i); Art. VII, § 31; Art. VII, § 132; Art. VII, § 67(a); and Art. VII, § 116.

⁴ See Baltimore City Charter Art. VII, § 24(a).

⁵ See Baltimore City Charter Art. VI, § 9.

⁶ See Baltimore City Charter Art. VII, § 2(b).

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the more specific section control the provisions of the general section.

1.5.3. The provisions of various documents should be interpreted, if possible, to be consistent with each other.

1.5.4. Where provisions of these regulations conflict with provisions of federal or state laws and regulations, the federal or state laws and regulations shall control if required by the federal or state funding source.

1.6. Appendices. Some resolutions of the Board and executive orders of the Mayor are listed in Section VI and are incorporated herein by reference. These regulations control over any conflicting resolutions / executive orders or resolutions / executive orders which are not listed in Section VI, unless the Board determines otherwise.

2. Definitions.

2.1. The words defined in this section have the meanings set forth below whenever they appear in upper or lower case, unless:

2.1.1. The context in which they are used clearly requires a different meaning; or

2.1.2. A different definition is prescribed for a particular section of these regulations.

2.2. Any definition for a word in this section is to be construed in a manner that is consistent with and supplementary to any definition contained in the City Charter and Code.

2.3. Authorized City official: A person granted specific authority to do a particular act by law, by delegation of authority, by official job description, by the law of agency or pursuant to contract provisions.

2.4. Bid: A binding offer to furnish supplies, materials, equipment, services, or public works in conformity with the specifications, delivery terms and conditions, and other requirements included in an invitation or request for bids ("RFB") (see Procurement

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Regulations § 2.52).

2.5. Bid bond: An undertaking, in a form satisfactory to the City, by which a third party agrees to be liable to pay the City a certain amount of money in the event a responder fails to sign a contract as bid.

2.6. Bid security: A certified check of the responder, a bank cashier's check, a bank treasurer's check drawn on a clearing house bank, a bank letter of credit, or a bid bond, deposited with, and at the request of, the City, to guarantee that the responder will, if selected, sign the contract as bid or mutually agreed, upon presentation of that contract to the responder.

2.7. Bidder: A person that makes a bid in response to an RFB.

2.8. Board: The Baltimore City Board of Estimates, including a quorum of the Board member's representatives, as described in the Baltimore City Charter Art. VI, § 1(c), and as otherwise provided in the City Charter.

2.9. Change order: A type of contract modification. A written directive by the Procuring Agency to the contractor directing a change in the scope of work and which may increase or decrease the contract time and / or the contract sum.

2.10. Change Order Review Committee (CORC): A committee consisting of representatives of the Department of Public Works, Department of Transportation, Department of General Services, the Law Department, and Audits that reviews all change orders for public works and all task assignments over \$100,000 before they are submitted to the BOE for approval.

2.11. City: Mayor and City Council of Baltimore, a political subdivision and municipal corporation of the State of Maryland.

2.12. City Agency: All City departments, bureaus, boards, commissions, and persons not embraced in a department who exercise authority comparable to that of heads of

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departments or bureaus.⁷

2.13. Competition: The process by which more than one source of supply for supplies, materials, equipment, services, or public works is solicited.

2.14. Confidential information: Any information that is neither a matter of public knowledge nor available to the public on request.

2.15. Contract: Any agreement to which the City is a party for the procurement of supplies, materials, equipment, services, or public works, including any contract modification.

2.16. Contract award: The Board approval of a proposed award. See Procurement Regulations § 2.45.

2.17. Contract modification: Any documented alteration in the specifications, delivery, contract period, price, quantity, or other contract provisions of any existing contract, whether accomplished by unilateral action in accordance with a contract provision or by mutual action of the parties to the contract.

2.18. Contractor: Any person (see Procurement Regulations § 2.39) obligated by a City procurement contract to provide supplies, materials, equipment, services, or public works to the City.

2.19. Day: Unless otherwise specified by law or in these regulations as a business day, a day shall mean a calendar day.

2.20. Debarment: The disqualification of a person (see Procurement Regulations § 2.39), a principal of a business entity and any other person substantially involved in that person's contracting activities) from entering into a contract with the City for a period of time determined by the Board. See Debarment / Suspension Regulations § II.

2.21. Emergency: Any dangerous condition of such a nature that public welfare would

⁷ See Baltimore City Charter Art. I, § 2(j).

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be adversely affected by awaiting the approval of the Board.⁸ An emergency is different from a condition of an “emergency nature,” which is an urgent situation that can wait for the approval of the Board.

2.22. Equipment: Tools, including devices, machines, or vehicles that assist a person in achieving an action beyond the normal capabilities of a human and that do not constitute real property or fixtures.

2.23. Evaluation committee: A committee of three or more individuals established by a Procuring Agency for the purpose of evaluating responses submitted by proposers in connection with an RFP.

2.24. Formal solicitations: Solicitations in the amount of \$50,000.01 or more. This dollar threshold is subject to modification by ordinance passed by two-thirds of the City Council.⁹

2.25. Grant: A transaction by which the government can provide financial assistance when the primary purpose of the funding is to accomplish some public support and stimulation. See Grant Regulations § III.

2.26. Green Book: The most current version of “The City of Baltimore, Department of Public Works, Specifications for Material, Highways, Bridges, Utilities and Incidental Structures” and any officially issued addenda thereto.

2.27. Informal solicitation: Any solicitation not required to be accomplished by a formal competitive process. See Procurement Regulations § 2.24.

2.28. Liquidated damages: A sum agreed to in a contract to be paid as ascertained damages by the party who breaches the contract, and not as a penalty, where actual damages may be difficult to determine at the time of the breach.

2.29. Master Blanket Purchase Order (MBPO): A purchase order for an indefinite

⁸ See Baltimore City Charter Art. VI, § 11(e)(ii).

⁹ See Baltimore City Charter Art. VI, § 11(b).

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quantity contract, such as a requirements contract, or for an annually recurring firm order, such as an annual software license agreement or a lease of equipment. An MBPO is not a notice to proceed, but is the notice to the contractor and the Using Agency that an award has been made, and an upset limit has been approved by the City. Individual release requisitions and release purchase orders must be initiated by the Using Agency to issue notice to proceed to a contractor on individual tasks, for specific quantities of items, or for each discrete unit of time. An MBPO must have a specific term.

2.30. Materials: The substance or matter of which anything is made; matter furnished for the erection of a structure; and / or matter used or intended to be used in the construction of any mechanical product that is not land or buildings.

2.31. May: Indicates an action that is permissible.

2.32. Minor irregularity: A failure to meet a requirement in a formal solicitation that is merely a matter of form (not substance) or is a defect or variation as to price, quantity, quality, or delivery that is trivial or inconsequential provision when contrasted with the total cost or scope of the procurement. A minor irregularity does not materially change the purpose or scope of the solicitation or undermine the competitive process by giving a responder an unfair advantage over others.

2.33. Non-competitive procurement: A non-competitive procurement in which supplies, materials, equipment, services or public works are of such a nature that no advantage will result in seeking, or it is not practicable to obtain, competitive responses, or when the needs for supplies, materials, equipment, services, or public works is of an emergency nature.

2.34. Notice of intent to waive competition: The Baltimore City Charter allows the City certain exceptions to the formal advertisement and competitive bidding requirements otherwise required by the Charter. The Baltimore City Charter Art. VI § 11 (e)(i) requires that, "when practicable, the City's intent to make a purchase under this exception shall be posted electronically to the public for comment prior to the approval of the purchase by the Board of Estimates."

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2.35. Notice to proceed: A written notice to the contractor issued by an authorized City official directing commencement of contract performance.

2.36. Open Market Purchase Order: A purchase order that is a one-time firm order for supplies, materials, equipment or services, for which the City does not already have an MBPO.

2.37. Payment bond: A bond issued by a surety that guarantees payment to suppliers and subcontractors of a prime contractor.

2.38. Performance security: A bond issued by a surety or a letter of credit that guarantees full performance of a contract by a contractor.

2.39. Person: Any individual, firm, partnership, corporation, company, association, or body politic except the City; and includes any personal representative, agent, trustee, receiver, assignee or other similar representative thereof.¹⁰

2.40. Pre-qualification: A process by which the Board approves construction-related contractors and consultants recommended by the Office of Boards and Commissions ("OBC") as eligible to respond upon a specific category of work in a solicitation for a specific value threshold, if the contractor meets certain experience, financial, and other requirements of the City. Pre-qualification does not replace a determination of responsibility.¹¹ See rules governing operation of OBC.

2.41. Procurement: Purchasing, leasing, or otherwise acquiring any supplies, materials, equipment, services, or public works including all functions that pertain to the obtaining of any supplies, materials, equipment, services, or public works, including description of requirements, selection and solicitation of sources, evaluation of responders, preparation and award of contract, claim resolution and all phases of contract administration. A grant is not a procurement.

2.42. Procuring Agency: A City entity authorized to procure to the extent of its

¹⁰ See Baltimore City Charter Art. I, § 2(d).

¹¹ See Baltimore City Charter Art. VI, § 11(g).

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procurement authority. See Procurement Regulations § 1.4.

2.43. Professional Services: Services that are predominantly mental or intellectual, rather than physical or manual, and require the application of the special knowledge, technical skill and the experience that comes from instruction, training and the exercise of mental facilities. Examples include the services of attorneys, physicians, architects, engineers, consultants, and other recognized professional individuals, associations, corporations, and groups whose services are customarily negotiated instead of competitively procured because of the individuality of those services and level of expertise involved.

2.44. Proposal: An offer binding on the proposer submitted in response to a request for proposals ("RFP") or any other type of binding proposal. See Procurement Regulations § 2.54.

2.45. Proposed award: A recommendation of the Procuring Agency to the Board that a specific responder is the successful responder after the evaluation of responses and the completion of any negotiations, if appropriate. This recommendation shall be made in accordance with these regulations and initiates the process by which a contract award may be made by the Board to the responder. May also refer to the recommendation of an evaluation committee to the Procuring Agency.

2.46. Proposer: A person that submits a proposal. See Procurement Regulations § 2.39.

2.47. Protest: A challenge to the award of a bid to a particular bidder. All protests must be written and sent to the Board pursuant to the Bid Protest Regulations dated January 22, 2014. The protest must state: (1) whom the speaker represents and the entity that authorized the representation; (2) what the issues are and the facts supporting the position; and (3) how the protestant will be harmed by the proposed Board action.

2.48. Public notice: The means reasonably calculated to notify the public, such as inclusion on a Board meeting agenda, an advertisement, mailings, placing notices in newsletters, and inclusion of public notice on the CitiBuy system or other electronic

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media.

2.49. Public works: A construction, reconstruction, demolition or maintenance of a physical structure that is attached to the land (e.g., a public building, recreation field, dock, bridge, ditch, road, alley, waterworks, storm drain, sewer, conduit, street light, and sewage disposal plant) which is: (1) primarily for public use; (2) government owned or operated; (3) accessible to the general public; and / or (4) government funded, wholly or in part, with no one factor being controlling.

2.50. Purchase Order: The electronic file residing in CitiBuy, the City's electronic procurement database located at www.baltimorecitiBUY.org, notice of which is emailed to the contractor after the City's approval of the award. If an Open Market Purchase Order is issued to the contractor, this is the contractor's notice to proceed. If an MBPO is issued to the contractor, this is notice that the City will commence placing orders, by issuing individual Release Purchase Orders.

2.51. Release Purchase Order: The electronic file residing in CitiBuy, notice of which is emailed to the contractor, which is the contractor's notice to proceed on an MBPO.

2.52. Request for bids (RFB): A solicitation in which competitive sealed bids are invited through a public notice procedure requiring that bids be received by a specified time, opened publicly, and are evaluated in terms of price. An RFB may be formal or informal.¹²

2.53. Request for information (RFI): A request for market information; it is not a solicitation unless the document provides otherwise.

2.54. Request for proposals (RFP): A solicitation to prospective proposers for providing supplies, materials, equipment, services, or public works in which the method of award is based on price and technical or other scoring.

2.55. Responder: Any person who submits a response to a City RFB, RFP, informal

¹² The terms notice of letting and RFB are interchangeable as they are essentially the same formal procurement documents with different names.

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solicitation, or any other method the City uses to find sources to provide supplies, materials, equipment, services, or public works. See also definitions for Proposer and Bidder.

2.56. Response: A responder's submission in conjunction with any type of City solicitation for supplies, materials, equipment, services, or public works.

2.57. Responsibility: A determination, based on characteristics of a responder that demonstrates that the responder is capable of satisfying the City's needs and requirements for a specific contract, and includes a good faith determination of fitness, capacity, integrity, and other considerations affecting work performance and financial responsibility, as well as previous compliance with contract terms, including but not limited to subcontractor utilization required by the contract.

2.58. Responsible bidder / proposer / responder: A person capable of satisfying the City's needs and requirements for a specific contract. See Procurement Regulations § 2.57.

2.59. Responsive bidder / proposer / responder: A person who has submitted a response that conforms in all material respects to the requirements of an RFB, RFP, or informal solicitation.

2.60. Responsiveness: A determination that a response complies with the material requirements of an RFB, RFP, or informal solicitation.

2.61. Services: The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. This is intended to include professional services, except where otherwise addressed in these regulations or otherwise intended by the Charter.

2.62. Shall: Indicates a requirement.

2.63. Solicitation: A request by an authorized City official for responses through a formal communication, with potential responders in accordance with these regulations. This is intended to include informal solicitations, except where otherwise

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addressed in these regulations or otherwise intended by the Charter.

2.64. Specification: Requirements for supplies, materials, equipment, services, or public works that the City wishes to obtain.

2.65. Supplies: Consumable items that have a general purpose and a shorter life span than equipment and that need to be stocked for a recurring use.

2.66. Using Agency: The agency that requests supplies, materials, equipment, services, or public works from a Procuring Agency.

3. Ethics and Standards of Behavior.

3.1. Nondisclosure before Solicitation. Until the City publicly issues a solicitation, a person involved in a solicitation shall not release information concerning the solicitation to any unauthorized person. A person working on a solicitation, however, may obtain information from others for the purpose of aiding in drafting the contents of the solicitation.

3.2. Nondisclosure after Receipt of responses. Until the recommendation for award is made to the Board, a person involved in review of responses to a solicitation issued on behalf of the City, or who has been informed of the status or content of the review in the course of their duties, shall not release information concerning the solicitation or responses to it to any person not involved in the review of responses. This does not prohibit the Procuring Agency from making disclosures for briefing purposes.

3.3. Ethics Code. All City employees in the procurement process are subject to the City Ethics Code and the applicable regulations for standards of conduct required in contracting. Questions regarding ethical issues should be directed to the Executive Director of the City Ethics Board.

4. Release of Information.

4.1. Solicitations, responses and evaluations are subject to the Maryland Public Information Act ("MPIA"). Generally, responses to solicitations are available for public

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inspection at the Board, located in Room 204 of City Hall, after the bid has been opened by the Board. If a responder believes its response includes confidential commercial information not disclosable under the MPIA, it must clearly designate that information when it submits it to the City.

4.2. The identities of the members of an evaluation committee shall remain confidential.

5. Contractor Pre-Qualification.¹³

5.1. Pre-qualification of public works contractors. OBC, under the oversight of the Office of Boards and Commissions Review Committee, is charged by the Board with responsibility in regard to all public works-related matters relating to prequalification, requalification, and disqualification of contractors and consultants and to the performance evaluation of consultants and contractors. See rules governing operation of OBC.

5.2. Otherwise, a Procuring Agency in a formal solicitation may determine the requirements, if any, for the pre-qualification of responders.

6. Minority and Women's Business Enterprises. Art. 5, Subtitle 28 of the Baltimore City Code contains the requirements for Minority and Women's Business Enterprises as well as the Minority and Women-Owned Business Enterprises Regulations.

7. Formal Solicitation.

7.1. Public Notice. Public notice for procurements anticipated to result in a contract (excluding contracts for professional services) exceeding \$50,000 or such other number as established by the City Council, shall be published at least twice in a newspaper of general circulation published in Baltimore City and also published electronically at a site available to the public.¹⁴ Publication shall be not less than 10 days and no more than 90

¹³ See Baltimore City Charter Art. VI, § 11(g).

¹⁴ The Baltimore Sun is currently the only newspaper of general circulation in the City. A solicitation for supplies, materials, equipment and services is published electronically in CitiBuy. A solicitation for public works is published electronically by the listing of a notice of letting in the agenda of the Board of Estimates.

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days before the date set for opening responses.¹⁵

7.2. Use of a Formal Solicitation. A formal solicitation must be used for any procurement expected to result in a contract valued at more than \$50,000 unless the procurement meets the requirements for another type of solicitation defined in these regulations.

7.3. Formal Solicitations – RFBs, Competitive Sealed Bids.

7.3.1. General. An RFB is a formal solicitation by which competitive sealed bids are invited through a public notice procedure that results in an award to the lowest responsive and responsible bidder.¹⁶

7.3.1.1. Any prospective bidder who requests a change in or is uncertain as to the true meaning of the specifications or other contract documents or any part thereof, shall submit to the person indicated in the solicitation a written request for the change or interpretation. The request, with supporting documents, drawings, etc. shall be received by the Procuring Agency on or before five business days prior to the day on which the bid is due, or longer as specified by the document.

7.3.1.2. Any substantive change or interpretation of the contract documents or specifications in the solicitation, if made, will be made only by addendum duly issued. A copy of such addendum will be furnished or made available to each known person receiving the solicitation. Any explanations, changes, or interpretations to the proposed documents in the solicitation made or given prior to the award of the contract shall not be binding on the City, unless contained in an addendum.

7.3.1.3. The omission by the City of any specifications or details of any specification in the solicitation which would normally apply to the

¹⁵ See Baltimore City Charter Art. VI, § 11(c).

¹⁶ See Baltimore City Charter Art. VI, § 11(h).

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supplies, materials, equipment, services, or public works specified herein, shall not relieve the bidder from fulfilling those required specifications needed to provide supplies, materials, equipment, services, or public works best suited to the intended purpose of the solicitation as determined by the Procuring Agency.

7.3.2. Procedure.

7.3.2.1. RFBs are issued and public notice given by the Procuring Agency.

7.3.2.2. Bids are irrevocable once filed.¹⁷

7.3.2.3. Bids shall be submitted in the form and manner indicated by the solicitation document and solicitation forms. Any bid that does not fully respond to and comply with all the detailed specifications or other requests for information including execution of bid forms may be declared “non-responsive” by the City and recommended for rejection. The City shall not be responsible for any errors or omissions of the bidder.

7.3.2.4. Bidders shall submit bids by 11:00 a.m. on the date indicated in the document to the Board, located in Room 204 of City Hall, or at any other time or location determined by the Board.

7.3.2.5. The Board shall time-stamp each bid when received. Bids received after 11:00 a.m. shall not be accepted.

7.3.2.6. The Board publicly opens bids at 12 noon on Wednesdays. The Board: (1) publicly opens all timely bids received at that time; (2) at the Board’s option, reads the bids aloud to the persons present; and (3) leaves a copy of the RFB and the bids in the Office of the Board for review by interested persons for a reasonable period of time or makes arrangements

¹⁷ See Baltimore City Charter Art. VI, § 11(h)(1)(iv).

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for the furnishing of copies of these documents to interested persons, as further described in § 4 of the Procurement Regulations. In the event of unusual circumstances, the Board will determine the opening date, time, and location.

7.3.2.7. No statement or comment made while opening the bids is binding on the City or has any effect with respect to interpretation of the solicitation documents or bids received. Opening bids is a ministerial function as part of a public process.

7.3.2.8. The Board shall forward all bids received to the Procuring Agency for evaluation, unless the Board refers the bid to the Law Department for review.

7.3.2.9. The Procuring Agency shall evaluate the bids in accordance with the method of award criteria and for responsiveness and responsibility, and forward recommendations to the Board. Only award criteria set forth in the RFB shall be considered for the bid evaluation.

7.3.2.10. In the case of tie bids, the Using Agency, with written notice to the Department of Finance, shall make a written recommendation and report to the Board setting forth all pertinent considerations and reasons for its recommendation.¹⁸ The Board, after considering the recommendation of the Department of Finance, may then award the contract in its discretion, as long as the total cost to the City does not exceed the amount of the tie bid.

7.3.2.11. The Board shall post the name of the proposed contract awardee or the proposed rejection of all bids on the Board's agenda.

7.3.2.12. The Board shall award the contract as an entirety to the lowest responsive and responsible bidder, or by items to the respective lowest

¹⁸ See Baltimore City Charter Art. VI, § 11(h)(1)(iii).

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responsive and responsible bidders, or reject all bids.¹⁹ The decision to reject all bids is final and not subject to protest.

7.3.2.13. When alternative bids are invited for two or more different things, after all bids are opened, the Using Agency recommends to the Board selection of the particular items that will be procured and shall recommend award of the contract to the lowest responsive and responsible bidder for that particular item in accordance with the solicitation document.²⁰

7.4. Formal Solicitations – RFPs, Competitive Sealed Proposals.

7.4.1. General. An RFP is a formal solicitation for competitive sealed proposals. Proposals are publicly opened. Final costs and scope of work may be subject to negotiation after the proposals are received and before the contract is awarded if stated in the RFP. An RFP results in an award to the highest scoring responsive and responsible proposer.

7.4.2. Proposal Receipt.

7.4.2.1. RFPs are issued and public notice given by the Procuring Agency.

7.4.2.2. Technical responses to RFPs are publicly opened by the Board and forwarded to the Procuring Agency for review, consideration, and scoring. At the request of the Procuring Agency, price proposals are publicly opened by the Board and forwarded to the Procuring Agency.

7.4.2.2.1. Once filed, a proposal is irrevocable.

7.4.2.2.2. Until a proposed award for an RFP is posted, all technical responses to RFPs are confidential information and shall

¹⁹ See Baltimore City Charter Art. VI, § 11(h)(1)(ii).

²⁰ See Baltimore City Charter Art. VI, § 11(h)(1)(ii).

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not be released to the public, except as required by § 4 of the Procurement Regulations.

7.4.2.3. The Procuring Agency submits its recommendation for award or rejection of all proposals to the Board.

7.4.2.4. In the case of a tie in the final score, the Procuring Agency, with written notice to the Department of Finance, shall make a recommendation and report to the Board setting forth all pertinent considerations and the reasons for its recommendation. The Board, after also considering the recommendation of the Department of Finance, may then award the contract in its discretion, as long as the total cost to the City does not exceed the amount of the tie proposal.

7.4.2.5. The Board shall post the name of the proposed contract awardee or the proposed rejection of all proposals on the Board's agenda.

7.4.2.6. The Board shall award the contract as an entirety to the highest scoring responsive and responsible proposer or reject all proposals. The decision to reject all proposals is final and not subject to protest.

7.4.2.7. The Procuring Agency may negotiate a contract with the proposed awardee if negotiation is provided for in the solicitation.

7.5. Proposal Evaluation by the Bureau of Purchases.

7.5.1. All evaluations of proposals shall be done by an evaluation committee. The procurement officer of the Bureau of Purchases has the sole authority to select the evaluation committee members, subject to these regulations.

7.5.2. Each evaluation committee shall be made of at least three individuals.

7.5.3. No more than 50% of each committee shall be employees or consultants of the Using Agency.

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7.5.4. Conflicts. No committee members shall have a conflict of interest relating to the evaluation of proposals submitted in response to the RFP.

7.5.4.1. If applicable, a dedicated member of the Bureau of Purchases may sign up to be a viewer of any member's financial disclosure on file with the Ethics Board. Members should be notified that their disclosures may be reviewed.

7.5.4.2. All members of the committee shall execute a conflict of interest disclosure form approved by the Law Department.

7.5.5. Only those persons approved by the procurement officer and his or her supervisor shall be on the evaluation committee.

7.5.6. Disclosure. No procurement officer or committee member shall disclose any information relating to the evaluation of proposals submitted in response to the RFP, including but not limited to the committee members, the status of the evaluation, the contents of the proposals or the scores, to any person except as specifically allowed in writing by the procurement officer of the Bureau of Purchases.

7.5.6.1. All committee members shall execute a non-disclosure agreement approved by the Law Department.

7.5.6.2. Names of committee members shall be kept confidential even after award of the contract.

7.5.7. Individual committee member scores shall be kept confidential, unless the Law Department determines that the scores may be released. However, the committee member names shall remain confidential.

7.6. Formal Solicitation Cancellation / Rejection of all Bids.

7.6.1. Cancellation Before Time for Opening. The Procuring Agency may cancel a formal solicitation in whole or in part before the opening or due date

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when it decides that this action is in the best interest of the City. Notice shall be given to the Board.

7.6.2. Notice to Responders of Cancellation of Formal Solicitation. The Procuring Agency should communicate cancellation of a solicitation by a method determined in the Procuring Agency's sole discretion to give appropriate notice of the cancellation to responders at the earliest possible time. Responders are not entitled to any compensation in connection with cancellation of a solicitation.

7.6.3. Cancellation Final. The decision to cancel a solicitation is final and is not subject to review or protest.

7.6.4. Rejection of all Bids after Time for Opening. The Procuring Agency may recommend to the Board that it reject all responses to a formal solicitation when it decides that this action is in the best interest of the City. The Board's decision to reject all responses to a formal solicitation is final and not subject to protest.

7.7. Responsiveness and Responsibility.

7.7.1. Responsiveness.

7.7.1.1. The Procuring Agency shall recommend to the Board whether a responder is responsive; the Board shall make the final determination.

7.7.1.2. In determining responsiveness, the Procuring Agency should consider, among other factors, the following:

7.7.1.2.1. Conformance with the terms and specifications of the solicitation such as:

7.7.1.2.1.1. Each of the solicitation forms required by the solicitation should be fully and accurately completed.

7.7.1.2.1.2. All required information should be included.

7.7.1.2.1.3. All signatures should be by hand and not an

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imprint or typed name.

7.7.1.2.1.4. If required by the Procuring Agency, corporate seals should be affixed.

7.7.1.2.1.5. Any corporation or other legal entity completing solicitation forms should be fully and consistently identified using the entity's full legal name and executed by a person with authority to bind the entity.

7.7.1.2.1.6. All signatures requiring a witness should be so witnessed by a written signature and where a title of an officer, agent, or authorized person is required to be given it should be clearly provided.

7.7.1.2.1.7. All notary certificates should be fully and completely filled out and properly sealed by a notary public in good standing.

7.7.1.2.2. The Procuring Agency should consider whether the nature and scope of the response is complete (including previously approved deviations, if allowed by the Procuring Agency, that are included in the response).

7.7.1.2.3. The Procuring Agency should consider whether any deviation or failure to conform contained in the response pertains to a material part of the solicitation.

7.7.1.2.4. As applicable, the Procuring Agency should consider whether the response meets the requirements of the Green Book and the Bureau of Purchases General Terms and Conditions.

7.7.1.3. Any response which: (a) contains information, statements, conditions, or qualifications which place conditions or qualifications on the response for purposes of making an award; or (b) which materially

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alter any solicitation terms, conditions, specifications on the response for purposes of making an award, or which alter any solicitation terms, conditions, specifications, or forms, which had not previously been approved by written addendum issued by the Procuring Agency, or (c) which does not meet legal requirements shall be declared a non-responsive bid and shall be rejected without further consideration.

7.7.1.4. A responder may be requested at any time by the Procuring Agency to provide additional clarification or information that relates to the determination of responsiveness. Failure to furnish information requested by the solicitation may constitute grounds for a finding of non-responsiveness of the prospective responder. Further, the Procuring Agency may conduct discussions with responsible responders who submit responses determined to be reasonably susceptible of being selected for award in order to clarify the responses to assure the responders' full understanding of, and responsiveness to, the solicitation requirements. The Procuring Agency shall accord responders fair and equal treatment with respect to any opportunity for discussion. In conducting discussions, there shall be no disclosure of any information derived from responses submitted by competing responders.

7.7.1.5. If a Procuring Agency recommends to the Board a finding of non-responsiveness for a responder, the Procuring Agency shall notify the affected responder in writing of this recommendation no fewer than five calendar days before the date of award of the contract by the Board.

7.7.1.6. At the request of the Procuring Agency, the Board may give a responder 10 business days to cure any deficiency resulting from a minor irregularity in a response or may waive the deficiency, whichever is to the advantage of the City. The decision of the Board with respect to whether a defect is a minor irregularity is at its sole discretion.

7.7.1.7. Mistakes in Bids.

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7.7.1.7.1. If the Procuring Agency knows or has reason to conclude that a mistake has been made, the Procuring Agency may require a responder to confirm the contents of a response within 10 business days from the date of written notice by the Procuring Agency. Situations in which confirmation should be requested include obvious, apparent errors on the face of the response or a response that is unreasonably lower or higher than the other responses submitted.

7.7.1.7.2. If the responder alleges a mistake and the mistake is clearly evident on the face of the response, the Procuring Agency may correct the response. Examples of mistakes that are clearly evident on the face of the response are typographical errors, errors in extending unit prices, and arithmetical errors.

7.7.1.7.3. A responder may not be permitted to withdraw a response even if a mistake is clearly evident on the face of the response.

7.7.2. Responsibility.

7.7.2.1. A responder must be responsible. The Procuring Agency shall recommend to the Board whether a responder is responsible for the Board's final determination. Prior to written notice to an affected responder and / or a recommendation to the Board that a responder be found non-responsible, the Procuring Agency should consult with the Law Department.

7.7.2.2. The factors that may be considered in connection with a determination of responsibility include, but are not limited to:

7.7.2.2.1. The ability, capacity, organization, facilities, and skill of the responder to perform the contract;

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7.7.2.2.2. The ability of the responder to perform the contract or provide the services within the time specified without delay, interruption or interference;

7.7.2.2.3. The integrity, reputation, and experience of the responder, and its key personnel;

7.7.2.2.4. The quality of performance of previous contracts or services for the City or other entities. Past unsatisfactory performance is sufficient to justify a finding of non-responsibility;

7.7.2.2.5. The previous and existing compliance by the responder with laws and ordinances relating to the contract or services;

7.7.2.2.6. The sufficiency of financial resources of the responder to perform the contract or provide the services;

7.7.2.2.7. The certification of an appropriate accounting system, if required by the contract type. Advice should be obtained from the Department of Finance as to the accounting system required for the particular solicitation;

7.7.2.2.8. A bid bond and the responder's evidence of ability to furnish a performance bond and / or payment bond may be considered in an overall determination of responsibility;

7.7.2.2.9. Whether a responder is in default of payment of any money due the City;

7.7.2.2.10. Debarment by the City or other entity; and

7.7.2.2.11. Results of reference checks.

7.7.2.3. A responder may be required at any time by the Procuring Agency to provide additional information, references and other

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documentation and information that relate to the determination of responsibility. Failure to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective responder. Any and all information received from references or other information about past performance may constitute grounds for a finding of non-responsibility.

7.7.2.4. If a Procuring Agency recommends a finding of non-responsibility for a prospective responder to the Board, the Procuring Agency shall notify the affected responder in writing of this recommendation no fewer than five calendar days before the date of the Board's consideration.

7.8. Debriefing of Unsuccessful Responder.

7.8.1. After contract award, unsuccessful responders may be debriefed upon written request submitted to the Procuring Agency within a reasonable time. Debriefings may be provided at the earliest feasible time after contract award and shall be conducted by an authorized City official familiar with the rationale for the selection decision and contract award. In conducting debriefings, there shall be no disclosure of any information derived from responses submitted by competing responders.

7.8.2. Debriefing will:

7.8.2.1. Be limited to discussion of the unsuccessful responder's response and may not include specific discussion of a competing responder's response;

7.8.2.2. Be factual and consistent with the evaluation of the unsuccessful responder's response; and / or

7.8.2.3. Provide information on areas in which the unsuccessful responder's technical response was deemed weak or deficient or the

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reasons for which a responder was found non-responsive and / or non-responsible.

7.8.3. Debriefing will not include discussion or dissemination of the notes or rankings of individual members of an evaluation committee, but may include a summary of the authorized City official's rationale for the recommended contract award.

7.8.4. A summary of the debriefing shall be made a part of the contract file.

7.9. Bid Security.

7.9.1. Bid Security Requirements.

7.9.1.1. When the successful responder executes the contract and, if required, the performance and payment bond, the City shall return to all responders the bid checks or release the bid bonds. If the City has deposited bid checks, the City shall reimburse these to the responders in the amounts of the bid checks.²¹

7.9.1.2. All bid security forms should have all blanks filled in, contain the signature of the responder and the signature of the surety, and have a valid power of attorney form attached. Any deficiencies in either the bid bond or the power of attorney, if required, may be immediate grounds for response rejection.

7.9.1.3. Bid security may only be submitted from surety companies that, at the time of response submission and / or contract execution, are authorized to transact business in the State of Maryland.

7.9.1.4. If the City makes an award but, within 10 business days after award, the successful responder does not execute and return the contract, provide acceptable performance and payment bonds, certificates of

²¹ See Baltimore City Charter Art. VI, § 11(h)(4).

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insurance, minority participation documentation and other submission requirements set forth in the solicitation documents, then the City may terminate the award to the successful responder and the successful responder's bid security shall be forfeited to the City as liquidated damages, which is not intended nor should be construed as a penalty.²²

7.9.1.5. If a responder is not required to file a bid security and the responder fails to execute and perform any contract awarded to that responder, the responder shall forfeit the right to bid on any future City contract for a period of time determined by the Board, and shall be liable for any costs incurred by the City as a result of the default.²³

7.9.2. Public Works Bid Security.

7.9.2.1. All responses for construction contracts let for the Department of Public Works, the Department of General Services, the Department of Transportation, and the Department of Recreation & Parks and any other contracts for public works shall include a check or bid bond.²⁴

7.9.2.2. If a check, the check shall be a certified check of the responder, a bank cashier's check, or a bank treasurer's check, drawn on a clearinghouse bank. The check shall be in an amount provided by the bid specifications or by an order or regulation of the Procuring Agency. In the case of bid checks of \$5,000 or less, the check may be of any type drawn on any banking institution of the United States.²⁵

7.9.2.3. The bid bond shall be for an amount which is determined by the Green Book or solicitation.

²² See Baltimore City Charter Art. VI, § 11(h)(3)(iv).

²³ See Baltimore City Charter Art. VI, § 11(h)(5).

²⁴ See Baltimore City Charter Art. VI, § 11(h)(2)(i).

²⁵ See Baltimore City Charter Art. VI, § 11(h)(2)(ii).

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7.9.2.4. Failure to comply with bid security requirements shall be grounds for rejection.

7.9.3. Bureau of Purchases Bid Security.

7.9.3.1. The Director of Finance may determine procedures by which, at the time of the advertisement of a solicitation, the bid security in connection with a bid or proposal for supplies, materials, equipment, or services other than professional services will be provided.

7.9.3.2. Minor irregularities or technicalities in the form or amount of bid security submitted in accordance with a solicitation create a "deficient bid security".

7.9.3.3. If deficient bid security for a non-public works contract is provided by a responder, the Board shall refer the deficient bid security to the Department of Finance for evaluation. If the Department of Finance determines that the deficient bid security does not result in fiscal disadvantage or harm to the City and acceptance of the response is in the best interests of the City, then the Department of Finance may either: (1) give the responder an opportunity to cure the deficient bid security in its response; or (2) waive the deficient bid security. The Department of Finance shall present its recommendation of waiver or cure to the Board at the time it recommends a responder for award. The waiver or cure of the deficient bid security shall only be effective upon Board approval.

7.10. Performance and Payment Bonds, Irrevocable Letters of Credit, and Self-Insurance Certification.

7.10.1. For public works contracts let by the Department of Public Works, the Department of General Services, the Department of Transportation, and the Department of Recreation & Parks, and any other contracts for public works, the responder shall execute and deliver to the City a good and sufficient performance bond, irrevocable letter of credit or certification that the successful responder

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meets the requirements under the City's self-insurance program for performance coverage as well as a payment bond.

7.10.2. For Bureau of Purchases' contracts, the Director of Finance shall implement policies and procedures to determine whether to require a performance bond for a contract, the term and face value of the bond, and the manner by which the responder shall provide the bond.²⁶

7.10.3. Performance and Payment Bonds.

7.10.3.1. Amounts for Performance Bond, Payment Bond Letter of Credit, and Certification. The bond, letter of credit, or certification, shall be:²⁷

7.10.3.1.1. in an amount equal to the full contract price; or

7.10.3.1.2. for Bureau of Purchases' contracts, in an amount as determined by the Director of Finance and named in the formal solicitation.

7.10.3.2. Performance and Payment Bond Requirements. All bonds shall meet the following minimum requirements:

7.10.3.2.1. At the time of submission and / or contract execution, the surety company issuing the bond shall be:

7.10.3.2.1.1. qualified and licensed to do business in the State of Maryland and

7.10.3.2.1.2. listed as an approved surety for projects in excess of the response and / or contract amount on the U.S. Treasury's Circular 570, List of Approved Sureties.

²⁶ See Baltimore City Charter Art. VI, § 11(h)(3)(ii).

²⁷ See Baltimore City Charter Art. VI, § 11(h)(3)(iii).

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7.10.3.2.2. Any attorney-in-fact on the bond document shall be properly authorized to bind the surety in the full amount of the bond. The power of attorney submitted with the bond shall document the attorney-in-fact's authority. The power of attorney submitted with the bond shall be an original with an original signature of the surety, unless the power of attorney specifically permits copies to be effective or valid.

7.10.3.2.3. The obligee of the bond shall be "Mayor and City Council of Baltimore" and any additional or other obligee required by the City.

7.10.3.2.4. The performance bond shall contain the express stipulation on the part of the contractor that it will defend, indemnify, and save harmless the Mayor and City Council of Baltimore against any suit or suits, loss, damage, or expense, to which the Mayor and City Council of Baltimore may be subjected by reason of any default or negligence, want of skill, or care on the part of the contractor, its agents or employees, or of any subcontractor, in or about the performance and execution of the work.

7.10.3.2.5. The bond shall be an original with original signatures of all required signatories. All bond forms shall contain the signature of the contractor and the signature of the surety, have a valid power of attorney form attached, if required, and have all blanks filled in.

7.10.3.3. Irrevocable Letter of Credit Requirements. To be acceptable, any irrevocable letter of credit shall contain at least the following terms:

7.10.3.3.1. The irrevocable letter of credit shall be presentable to an institution located within the State of Maryland.

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7.10.3.3.2. The issuer of the irrevocable letter of credit shall consent to the letter of credit being governed by, and construed in accordance with, the laws of the State of Maryland.

7.10.3.3.3. The issuer of the irrevocable letter of credit shall consent to personal jurisdiction in the State of Maryland.

7.10.3.3.4. In the event that any legal action is filed upon the letter of credit, venue shall lie exclusively in a court of competent jurisdiction in Baltimore City.

7.11. Authority to Require Additional Security. Nothing in this regulation shall be construed to limit the authority of the Procuring Agency to require additional security from a responder or contractor.

7.12. Bond Forms and Copies.

7.12.1. Bond Forms. All bonds shall be approved by the Law Department for form and legal sufficiency.

7.12.2. Copies of Bonds. Any person may obtain from the Procuring Agency a copy of a bond upon request.

7.13. Insurance.

7.13.1. General. A responder shall meet all the insurance coverage requirements of the City. Any insurance required by the City shall remain in force during the life of a contract with the City. The contractor shall name the Mayor and City Council of Baltimore as an additional insured on all applicable insurance policies.

7.13.2. Types of Insurance Coverage. For contracts for supplies, materials, equipment, services, and public works, the City generally requires coverage for commercial general liability insurance, business automobile liability insurance, cyber liability insurance, and workers compensation insurance. Service contracts may also require professional liability or errors and omissions insurance.

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Additionally, contracts for public works generally require special hazards insurance such as railroad insurance, builder's risk insurance, or environmental liability insurance.

7.14. Contract Awards after a Formal Solicitation.

7.14.1. The Procuring Agency shall notify all responder(s) for whom responses were forwarded by the Board informing them who the proposed contract awardee is prior to the Board meeting for approval of the contract awardee.

7.14.2. The Procuring Agency shall also provide written notice prior to the Board meeting to responder(s) who have been rejected due to non-responsiveness or non-responsibility.

7.14.3. Until the Board posts a proposed award, all information concerning the evaluation and recommendation is confidential.

7.14.4. Responders are responsible for keeping informed of the status of the solicitation process. Public posting of a proposed award constitutes notice to all responders of the proposed award.

7.15. Formal Solicitation Copies.

7.15.1. Formal Solicitation Copy Fees.

7.15.1.1. Electronic Solicitations. Solicitations issued electronically by the City are not available for purchase.

7.15.1.2. Paper Solicitations. A copy fee is required for public works plans and specifications. The Procuring Agency shall calculate a minimum copy fee or a variable copy fee based upon the costs associated with preparing and printing of public works plans and specifications for each procurement (also referred to as the specification book).

7.15.1.3. Formal Solicitation Amendments. No fee.

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7.15.1.4. Payment. The City shall not release a copy of the solicitation until the requestor pays all required copy fees in full. The full applicable copy fee shall accompany each request for a new solicitation. A responder may view a solicitation, but cannot submit a copy stamped "Not for Bidding Purposes" for consideration.

7.15.1.5. Refunds. Minimum and variable copy fees are not refundable under any circumstances, including cancellation of a solicitation.

7.15.1.6. Transfers. Minimum and variable copy fees are not transferable.

7.15.1.7. Waiver of Fees. The Procuring Agency may waive the solicitation copy fees:

7.15.1.7.1. if the solicitation copy fees would unduly restrict competition;

7.15.1.7.2. for responders who previously purchased a solicitation which is subsequently withdrawn by the City and re-advertised;

7.15.1.7.3. if the solicitation copy fees would cause undue hardship; or

7.15.1.7.4. when in the best interest of the City.

8. Professional Services Solicitation.

8.1. Formal advertisement and competitive bidding for professional services are not required by the Charter. Even though a competitive procurement process described in these regulations is the preferred method for the selection of professional services, it is at the discretion of the Using Agency whether to use a competitive procurement process. In the case where a Using Agency decides to use a competitive procurement process, the Using Agency may use an informal or formal solicitation process to obtain professional services, or request the aid of the Procuring Agency. The solicitation process should include a comparison of prospective professionals.

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8.2. For architectural and engineering services, see “City of Baltimore Resolution Relating to Architectural & Engineering Services” approved by the Board on March 5, 1997, as amended from time to time.

9. Informal Solicitation – RFI.

9.1. The Procuring Agency may use an RFI in the planning phase to gather market research when the Procuring Agency is unable to clearly identify the availability of contractors, specifications for a project, and / or types of products or services needed for a project. After an RFI, the Procuring Agency should have a better understanding of market conditions, contractor interests, and project specifications. A respondent shall not receive a contract award as a result of the RFI. An RFI does not constitute a commitment, implied or otherwise, that the Procuring Agency will take procurement action in the future.

9.2. The RFI is accomplished by the following steps:

9.2.1. The Procuring Agency issues the RFI to the general public and / or interested persons in a reasonable manner (e.g., through publications, on the internet, by email, etc.)

9.2.2. Respondents send their RFI responses directly to the Procuring Agency.

9.2.3. The Procuring Agency evaluates the RFI responses.

9.2.4. Responses to an RFI will not be returned. Respondents are solely responsible for all expenses associated with responding to an RFI. The Procuring Agency will not pay for information received in response to an RFI.

10. Emergency Procurement.²⁸

10.1. This applies to procurements that would otherwise require Board approval. In the event of an emergency of such a nature that the public welfare would be adversely

²⁸ See Baltimore City Charter Art. VI, § 11(e).

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affected by awaiting the approval of the Board, the Department of Finance, upon application by the authorized official of the Using Agency,²⁹ may proceed to obtain the supplies, materials, equipment, services, or public works required without formal advertisement and the prior approval of the Board.

10.2. The Department of Finance or the Using Agency shall promptly submit to the Board a full report of any emergency procurement.

10.3. An emergency procurement may only be used when properly documented facts exist that demonstrate that an emergency exists.

10.4. For all emergencies not requiring the Board's approval, the City Purchasing Agent may approve in lieu of the Director of Finance if permitted by the Director of Finance.

10.5. Contractors must use best efforts to provide insurance, performance and payment bonds, and indemnify the City as required by the Procuring Agency.

11. Non-Competitive Procurement (No Advantage, Not Practicable, or Emergency Nature).³⁰

11.1. Procedure.

11.1.1. A non-competitive procurement without formal advertisement may occur only when:

11.1.1.1. no advantage will result or it is not practicable to obtain competitive responses for supplies, materials, equipment, services other than professional services, or public works; or

11.1.1.2. the need for supplies, materials, equipment, or services other than professional services or public works is of an emergency nature.

11.2. Prior Approval Required.

²⁹ See Baltimore City Charter Art. VI, § 11(e)(ii).

³⁰ See Baltimore City Charter Art. VI, § 11(e)(i).

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11.2.1. A purchase may not be made and the City may not incur any obligation to make payment until the Board, after considering the recommendation of the Department of Finance, approves the purchase.

11.2.2. When practicable, the City's intent to make a purchase under this exception shall be posted electronically to the public for comment prior to the recommendation of the purchase to the Board.

11.3. Notice of Intent to Waive Competition.

11.3.1. Sole Source. When the supplies, materials, equipment, services other than professional services, or public works are only available from one source, the contractor must provide a written statement describing the claim of sole source. The Procuring Agency will independently verify the claim and if approved by the Department of Finance, it will be considered that "no advantage would result" from formally advertising and requesting competitive bids. As electronic posting of the Notice of Intent to Waive Competition for a sole source is not practicable, it will not be required when a sole source is certified, verified and approved. In the event a Using Agency submits inadequate information to support a sole source request, the Procuring Agency may elect to review the request as one for a selected source. An example of adequate information is a letter from the contractor on their letterhead that they are the only contractor to provide supplies, materials, equipment, or services other than professional services. The Procuring Agency may also consider research evidence provided by the Using Agency. The Using Agency must fill out the justification form completely and have the appropriate parties sign it.

11.3.2. Selected Source. When the supplies, materials, equipment, services other than professional services, or public works are available from more than one source but for other reasons, the Using Agency requests a specific contractor, the contractor or the Using Agency shall supply a written statement describing the reason requesting that formal advertisement and competitive bidding be waived. The Procuring Agency will independently verify the statement and if approved by

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the Department of Finance, it will be considered that “no advantage would result” from formal advertisement and competitive bidding, or that it would not be “practicable” to obtain the bids. When practicable, the City’s intent to make a purchase under this exception shall be posted electronically to the public for comment prior to the Department of Finance’s recommendation of the purchase to the Board. The Using Agency must fill out the justification form completely and have the appropriate parties sign it.

11.3.3. Responses Received after Posting Notice. When a Notice of Intent to Waive Competition is posted electronically, the Procuring Agency shall not recommend action to the Board until the allotted time for responses has passed, and the responses, if any, have been reviewed and considered.

12. Conflict of Interest. By executing a contract, the contractor asserts that it has not engaged in any practice or entered into any past or ongoing contract that would be considered a conflict of interest with the instant contract. The contractor agrees to refrain from entering into all such practices or contracts during the term of the instant contract (and any extensions thereto), including any agreements and / or practices that could give rise to even the appearance of a conflict of interest. Furthermore, the contractor asserts that it has fully disclosed to the City any and all practices and / or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of the instant agreement and will continue to do so during the term of the contract and any extensions thereto. Additionally, the contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure the contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the contract. The contractor further warrants that it has not, and will not, employ or retain any company or persons who are in violation of the Baltimore City Ethics Code § 6-11, § 6-22, or § 6-38 to assist in procuring or executing the contract.

13. Contract Modification.

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13.1. General.

13.1.1. Authorization. The contractor, Using Agency, or Procuring Agency may propose a contract modification. Only a documented modification approved and executed in the same manner as the original contract is effective (e.g. execution by the Procuring Agency, approved for form and legal sufficiency by the Law Department, and approved by the Board if the Board approved the original contract).

13.1.2. When applicable, the Board may approve, approve with conditions, or reject any contract modification.

13.2. Public Works Change Orders. The contractor or Procuring Agency may propose a change order to a public works contract. Only a written change order approved according to the Green Book and approved by the Board when required is effective.

14. Termination.

14.1. Authority to Terminate. The Procuring Agency may terminate a contract contingent on the approval of the Board.

14.2. Termination Provisions in a Contract. The Procuring Agency shall include termination provisions approved by the Law Department in a contract.

14.3. Termination Methods. A contract may be terminated in four ways:

14.3.1. Termination for Default. A contract may be terminated for default. If the contractor materially breaches the contract, the City, at its option, may cancel in whole or in part work under the contract. If it is determined that the City improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

14.3.2. Termination for Convenience. A contract may be terminated for convenience at the option of the City if the termination is in the best interest of the City. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the

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contractor up to the date of termination. However, the contractor shall not be reimbursed for any anticipatory profits that have not been earned prior to the date of termination. The contractor must not be paid any equitable compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

14.3.3. Termination by Mutual Consent. In special circumstances a contract may be terminated by mutual consent of the parties.

14.3.4. Termination for Lack of Funding. A contract may be terminated at the option of the City for a lack of funding or a change in funding policy. In the event of such non-appropriation of funds or change in funding policy at any time during the term of the contract as would prevent the City from making payment under the terms and conditions of the contract, the City may terminate the contract without the assessment of any charges, fees or financial penalties against the City.

14.4. Termination for Default.

14.4.1. The Procuring Agency may provide the Law Department with documentation demonstrating a material breach of the contract by the contractor.

14.4.2. If the Procuring Agency finds that the contractor is in default, the Procuring Agency may provide the contractor with a written notice to cure the default.

14.4.3. The Law Department may approve the issuance of the notice to cure the default and the issuance of a termination for default.

14.4.4. If the contractor disputes the issuance of a termination for default, the contractor may file a timely appeal to the Board. The contractor may not file an appeal in response to a notice to cure the default.

14.5. Termination for Convenience.

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14.5.1. The Procuring Agency may provide the Law Department with documentation demonstrating that termination of the contract for convenience is in the best interest of the City.

14.5.2. The Procuring Agency may consult with the Law Department before the issuance of the notice of termination for convenience and any resulting contract modification

14.5.3. If the Procuring Agency finds that the contract should be terminated for convenience, the Procuring Agency must provide the contractor with written notice that the contract will be terminated for convenience on the date specified in the notice. The notice must require that the contractor provide the Procuring Agency with documentation indicating the amount of reasonable costs claimed by the contractor as a result of the termination for convenience.

14.5.4. The contractor must provide the Procuring Agency, within the time specified in the notice of termination for convenience, with documentation substantiating the amount of reasonable costs the contractor claims as a result of the termination for convenience.

14.5.5. If the Procuring Agency and the contractor agree on the amount of reasonable costs owed to the contractor as a result of the termination for convenience, the City and the contractor may enter into a contract modification, if necessary, setting forth the amount owed to the contractor as reasonable costs arising from the termination for convenience.

14.5.6. If the contractor and the Procuring Agency cannot agree on the amount of reasonable costs owed to the contractor as a result of the termination for convenience, the contractor may file a timely appeal to the Board after exhausting any claim process administered by the Procuring Agency.

14.6. Termination by Mutual Consent.

14.6.1. The Procuring Agency may provide the Law Department with documentation justifying termination of a contract by mutual consent.

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14.6.2. If the Procuring Agency finds that it is in the best interest of the City to terminate the contract by mutual consent, the Procuring Agency may enter into a termination agreement.

14.6.3. The Law Department may approve a termination agreement.

14.7. Termination for Lack of Funding. The payment of invoices and any amounts due the contractor under a contract is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and the Code. If the terms of the contract exceed a budget as adopted by the Baltimore City Council, then that portion of the contract which exceeds a properly adopted budget shall be contingent upon further appropriation by the City. In the event of such non-appropriation of funds or change in funding policy at any time during the term of the contract as would prevent the City from making payment under the terms and conditions of the contract, the City may terminate the contract without the assessment of any charges, fees or financial penalties against the City by providing written notice of intent to terminate to the contractor. The contractor shall not begin any additional work or services related to the contract upon receipt of notification of intent to terminate by the City.

14.10. Suspension of Work.

14.10.1. The Procuring Agency unilaterally may order in writing the suspension, delay, or the interruption of all or any part of the work under a contract (i.e. suspension of work) for such period of time as the Procuring Agency may determine to be appropriate for the convenience of the City.

14.10.2. If a contractor is directed by the City to recommence work after a suspension of work, the contractor may provide the Procuring Agency with documentation indicating the amount to which the contractor claims it is due as a result of the suspension of work. If the City terminates the contractor for default after an order to suspend work, the contractor is not entitled to make a claim against the City for the suspension of work.

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14.10.3. If a contractor and the Procuring Agency cannot agree on the amount of reasonable costs incurred by the contractor arising from the suspension of work, the contractor must file a timely appeal to the Board after exhausting any claim process administered by the Procuring Agency.

II. Debarment / Suspension Regulations

1. Scope and Authority. The Board has the authority to issue these rules and regulations pursuant to the Baltimore City Code Art. 5, § 40-3 to carry out this subtitle. This Section shall be known as the "Debarment Regulations."
2. Debarment Definitions. These Debarment Regulations incorporate the terms defined in the Baltimore City Code Art. 5, § 40-1; except as follows:
 - 2.1. "Convicted" of the bribery offenses described in the Baltimore City Code Art. 5, §§ 40-5, 40-6 includes: (1) judgment of conviction; (2) an accepted plea of nolo contendere; and (3) the imposition of probation before judgment.
 - 2.2. "Convicted" under the laws of the City, this State, another state, or the United States described in the Baltimore City Code Art. 5, § 40-7 includes: (1) judgment of conviction; (2) an accepted plea of nolo contendere; and (3) the imposition of probation before judgment.
3. Written Notices. All required notices given under these Debarment Regulations must be in writing.
4. Investigation and Preliminary Recommendation to the Board. Upon completion of an investigation,³¹ the City Solicitor, or his designee, shall make a recommendation to the Board³² whether the Board should: (1) institute debarment proceedings against the person; and (2) suspend the person pending a final decision.
5. Suspension Pending Decision.

³¹ See Baltimore City Code Art. 5, §§ 40-11, 40-12.

³² See Baltimore City Code Art. 5, § 40-13

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5.1. Suspension of Person and / or Business Pending Decision. Pending a final decision on debarment, the Board may suspend the person against whom debarment proceedings have been instituted.³³

5.2. The Board shall provide notice of the suspension to the person.

5.3. If a person suspended by the Board is a principal in a business, then the business is suspended to the same extent that the person is suspended under Baltimore City Code Art. 5, subtitle 40 on receipt of notice of its suspension.

5.4. Modification or Termination of Suspension. A person or business suspended pursuant to the Baltimore City Code Art. 5, § 40-18 may petition the Board to modify or terminate the suspension.

5.5. Contents of the Petition for Modification or Termination of Suspension. The person or business petitioning for modification or termination of suspension shall submit to the Board information and argument on whether the basis for the suspension stated in the notice exists.

5.6. Hearing on the Petition for Modification or Termination of Suspension.

5.6.1. The Board may, in its sole discretion, conduct a hearing on the petition, after notifying the parties of the time and place of the hearing.

5.6.2. The Board may delegate the authority to conduct the hearing to a designee, who is a member of the Maryland Bar not currently employed by the City.

5.6.3. The Board, or its designee, shall set reasonable guidelines and limitations for the presentations to be made at the hearing.

5.6.4. If a designee conducts the hearing, the designee shall make a recommendation to the Board of whether the suspension should be modified,

³³ See Baltimore City Code Art. 5, Subtitle 40.

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terminated or continued based on the information and argument presented to the designee.

5.7. Decision by the Board.

5.7.1. The Board shall determine whether the integrity of the contracting process and the best interests of the City would be served by continuing, modifying, or terminating the suspension.

5.7.2. The Board shall give the petitioner notice of the Board's decision.

6. Notice, Hearing, and Decision – Automatic Debarments.

6.1. Notice and Opportunity for Hearing. When the Board learns of the conviction, the Board shall: (1) notify the person of the person's automatic debarment;³⁴ and (2) will give the person a reasonable opportunity to be heard at a scheduled meeting of the Board, within 30 days after such notice, on whether the basis for debarment stated in the notice exists.

6.2. Written Submission before Hearing. Within 10 days after the Board notifies a person of an automatic debarment, the person may submit to the Board in writing information and argument on whether the basis for automatic debarment stated in the notice exists.

6.3. Hearing. On consideration of debarment by the Board under the Baltimore City Code Art. 5, § 40-5: (1) the Board will permit the person to present oral argument to the Board, or to waive oral argument and submit written argument only; (2) the presiding member of the Board shall determine, in their sole discretion, all procedural issues, including imposing reasonable time limits on each party's oral argument; (3) the parties shall each have no more than 20 minutes to present oral argument, unless otherwise extended by the Board; (4) the City Solicitor shall proceed first and may reserve part of their allotted time for rebuttal; and (5) the person shall proceed second.

³⁴ See Baltimore City Code Art. 5, § 40-5.

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6.4. Decision of Board. Subject to the deferral of the decision by the Board for a reasonable period of time, the Board shall determine whether the person is debarred from entering into or performing under a contract with the City until the debarment is removed in accordance with Part V of the Baltimore City Code Art. 5, subtitle 40.

7. Notice and Hearing – Other Debarments.

7.1. Notice of Proposed Debarment. When the Board receives information that indicates a basis for debarring a person under the Baltimore City Code Art. 5, § 40-6, § 40-7, or § 40-8, the Board may institute debarment proceedings by providing notice to that person (“Notice of Proposed Debarment”) which shall include: (1) the grounds for the debarment; (2) notice of the person’s right to a hearing before the Board; and (3) notice that the right to a hearing is waived unless the person files a request for hearing, as required by the Baltimore City Code Art. 5, § 40-17(c).

7.2. Request for Hearing. The request for a hearing must: (1) admit or deny each fact in support of the grounds for the debarment stated in the Board’s Notice of Proposed Debarment; (2) provide detailed, substantive reasons for each denial; (3) identify any legal issues or defenses that the person intends to raise during any proceeding; and (4) identify any mitigating factors that the person intends to prove.

7.3. Written Submissions before Hearing.

7.3.1. Within 10 days after filing a request for a hearing, the person must submit to the Board: (1) a list of the names and addresses of all individuals that the person intends to call as witnesses during the hearing; and (2) identify all documentary evidence which supports the person’s opposition to the grounds for the debarment in the Board’s Notice of Proposed Debarment.

7.3.2. In lieu of the submissions to the Board required in 7.3.1, the person may waive the oral hearing provided in 7.4 and described in 7.5 and submit argument to the Board in written form only.

7.4. Hearing Generally.

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7.4.1. The Board shall conduct a hearing within 90 days after receipt of the request for a hearing required in the Baltimore City Code Art. 5, § 40-17(c) or at such other time as may be extended by the Board for good cause shown.

7.4.2. The Board shall notify the parties of the time and place of the hearing.

7.4.3. The Board may delegate the authority to conduct the hearing to a designee, who is a member of the Maryland Bar not currently employed by the City ("designee").

7.5. Conduct of the Hearing.

7.5.1. The Board, or its designee, shall conduct the debarment hearing in the manner described in this subsection, reserving the authority to resolve issues concerning: (1) offers of proof; (2) the admissibility of evidence; and (3) other matters of hearing procedure.

7.5.2. The Board or its designee shall set reasonable guidelines and limitations for the presentations to be made at the hearing before the Board or its designee including, but not limited to: (1) testimony shall be under oath and subject to cross examination; (2) limits may be placed on cross-examination; (3) affidavits and depositions may be considered; (4) hearsay evidence may be admitted and given appropriate weight; (5) incompetent, unreliable, irrelevant, or unduly repetitious evidence will be excluded; (6) evidence may be admitted at the Board's own request; (7) the record of the hearing may be kept open after the close of evidence, for good cause shown, for the receipt of additional evidence or submissions by the parties; (8) make other rulings necessary to promote fairness and efficiency in the hearing process; and (9) may request that the parties submit proposed findings of fact and conclusions of law to the Board, or its designee, within 10 days after of the conclusion of the hearing.

7.5.3. The Board, or its designee, shall give effect to the rules of privilege recognized by law.

7.5.4. The City has the burden of proof and the burden of persuasion.

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7.5.5. The Board, or its designee, in conducting the hearing, may follow the usual order for the presentation of evidence (City first, person subject to debarment second, City rebuttal, if any) permitting: (1) each party to be represented by counsel authorized to practice law in Maryland; (2) the presentation of direct and cross-examination of witnesses; (3) the offer of other evidence; and (4) the presentation of opening and closing statements in support of the parties' respective positions.

7.5.6. The Board, or its designee, shall have the authority to take such further action as may be necessary to preside over the debarment hearing and to render the recommended proposed findings of fact and conclusions of law to the Board, a copy of which shall be submitted to the parties.

8. Duties of the City – Other Debarments. In addition to any other duties described herein, the City shall have the responsibility to ensure that: (1) the hearing is on the record and open to the public, unless otherwise provided by law; (2) the creation, at the City's cost, of a verbatim recodation of all testimony, except that a party requesting a copy of the transcript must bear the expense of the transcript; and (3) a record of the proceedings, including the verbatim recodation or transcript of the proceedings, the exhibits and the recommended proposed findings of fact and conclusions of law submitted to the Board for consideration in rendering a decision pursuant to the Baltimore City Code Art. 5, § 40-19, shall be maintained and retained.

9. Decision of the Board – Other Debarments.

9.1. The Board shall: (1) determine whether the integrity of the contracting process and the best interests of the City would be served by debarring the person from entering into or performing contracts with the City; and (2) for that purpose, consider all relevant factors, including: (i) the nature and seriousness of the act that caused the person to be subject to debarment; (ii) the time the act occurred; (iii) whether and to what extent the person cooperated with authorities investigating the matter; (iv) the conditions under which the person cooperated; and (v) the conduct of the person since the act occurred.

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9.2. The Board shall notify the person of the Board's decision within 90 days after the hearing, unless the Board, in its sole discretion, extends the time period.

9.3. The notice of decision issued by the Board shall: (1) state whether the person is debarred for the act(s) in question; and (2) if the person is debarred, state the period of debarment.

9.4. The Board shall notify a business of any debarment of the business under the Baltimore City Code Art. 5, § 40-20.

10. Reinstatement.

10.1. Automatic Reinstatement. If the conviction that was the basis for debarment or suspension is reversed or otherwise voided, the debarment or suspension terminates automatically.

10.2. Petition for Reinstatement. A person debarred under the Baltimore City Code Art. 5, subtitle 40 may petition the Board for removal of the debarment, as provided in the Baltimore City Code Art. 5, § 40-22. The petition shall include: (1) each fact in support of reinstatement; (2) detailed, substantive reasons for reinstatement; (3) all legal issues on which the person intends to rely during the reinstatement hearing; and (4) whether the integrity of the contracting process and the best interests of the City would be served by continuing the debarment.

10.3. Hearing.

10.3.1. Within 90 days after receipt of a petition, the Board shall conduct a hearing, which may be extended by the Board for good cause shown.

10.3.2. The Board shall notify the parties of the time and place of the hearing.

10.3.3. The Board may delegate the authority to conduct the hearing to a designee, who is a member of the Maryland Bar not currently employed by the City ("designee").

10.3.4. The Board, or its designee, shall set reasonable guidelines and limitations for the presentations to be made at the hearing.

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10.3.5. If a designee conducts the hearing, the designee shall make a recommendation to the Board of whether the debarment should be removed by determining whether the integrity of the contracting process and the best interests of the City would be served by continuing the debarment and considering, for that purpose, all relevant factors, including those listed in the Debarment Regulations § 9.1.

10.4. Decision. Within 90 days after receipt of the petition, the Board shall notify the person of the Board's decision. The notice shall state: (1) whether the debarment is removed or continued; and (2) if continued, how long the person must wait before again petitioning for reinstatement.

III. Grant Regulations

1. Authority for Acceptance of Grants.

1.1. Federal Government Grants. The City has the general power to accept from the United States or any agency thereof any grant or aid of any character, and, upon approval of the Board, to make any contract with the United States or any agency thereof.³⁵

1.2. Other Governmental and Private Grants. The City may also accept grants for its corporate purposes from any government, governmental agency, or person.³⁶

1.3. Unanticipated Grants. Grants from private or governmental sources which could not be expected with reasonable certainty at the time of the formulation of the proposed Ordinance of Estimates may be made available to the appropriate municipal agency for expenditure by a supplementary appropriation ordinance recommended to the City Council by the Board, duly passed by the City Council by a majority vote of its members and approved by the Mayor.³⁷

2. Authority for Distribution of Grants.

³⁵ See Baltimore City Charter Art. II, § 3; Art. II, §§ 15(e), 15A(d), 28(f).

³⁶ See Baltimore City Charter Art. I, § 3.

³⁷ See Baltimore City Charter Art. VI § 8(b)(2).

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- 2.1. The City has the authority to distribute a grant to a grantee as it may deem proper in maintaining the peace, good government, health and welfare of Baltimore City.
- 2.2. The Board is responsible for awarding contracts and supervising all purchasing by the City as provided in the Charter.³⁸ The Charter states "... all other contracts involving an expenditure greater than an amount set under subsection (b) of this section, ... made by a municipal agency, ...shall be submitted to the Board of Estimates for approval and shall be binding upon the City only when so approved. The Board may adopt rules and regulations governing the procedures and requirements to be followed by any municipal agency in making purchases or other contracts involving an expenditure that does not require formal advertising under subsection (c) of this section."³⁹
3. Grant Agreements. A government may use a grant agreement as a legal instrument reflecting a relationship between the government and another recipient when.⁴⁰
- 3.1. The principal purpose of the relationship is to transfer a thing of value to the recipient to carry out a public purpose of support or stimulation authorized by a law instead of acquiring (by purchase, lease, or barter) property or services for the direct benefits or use of the government; and
- 3.2. Substantial involvement is not expected between the government and recipient when carrying out the activity contemplated in the agreement.
4. Grant Agreement versus a Procurement Contract.
- 4.1. A procurement contract is different than a grant agreement. A procurement contract is the legal instrument reflecting a relationship between the government and recipient when:⁴¹
- 4.1.1. The principle purpose of the relationship is to acquire (by purchase, lease or barter) property or services for the direct benefit or use of the government; or

³⁸ See Baltimore City Charter Art. VI, § 11(a).

³⁹ See Baltimore City Charter Art. VI, § 11(f).

⁴⁰ Language taken from 31 U.S.C. § 6304.

⁴¹ Language taken from 31 U.S.C. § 6303.

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4.1.2. The government decides in a specific instance that the use of a procurement contract is appropriate.

4.2. Procurement is the contracting for any public work, or the purchase of any supplies, materials, equipment, or services for the government involving an expenditure of appropriated funds.⁴²

5. Grant Agreement versus a Gift or Trust.

5.1. A gift or trust is different than a grant agreement.

5.2. A gift is the transfer of any thing or service of economic value, regardless of the form, without adequate, identifiable, and lawful consideration. Gifts can include an inter vivos gift, inter vivos endowment, bequest, devise, legacy, or testamentary endowment of an interest in real or personal property that is to or for the use of the government or any of its officers or units.⁴³

5.3. A trust is an arrangement whereby property is transferred with intention that it be administered by the government (i.e. trustee) for another's benefit. The City may receive in trust, and may control for the purposes of such trust, all moneys and assets which may have been or shall be bestowed upon it by will, deed or any other form of gift or conveyance in trust for any corporate purpose, or in aid of the indigent poor, or for the general purposes of education or for charitable purposes of any description. All trust funds now held or subsequently received shall be administered with respect to investment and reinvestment, subject to any limitations in the trust, by the Board of Finance.⁴⁴

5.4. Before a gift or trust is accepted by a City agency, the City agency should consult with the Bureau of Purchases as to whether the acceptance of the gift or trust may affect the integrity of the City's procurement system.

6. Procedure for Acceptance of Grants. The City shall follow the procedures of AM-404-1: Financial Grants.

⁴² See Baltimore City Charter Art. VI, § 11.

⁴³ See Baltimore City Code Art. 8, § 2-17.

⁴⁴ See Baltimore City Charter Art. I, § 3.

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7. Procedure for Distribution of Grants.

7.1. A competitive process for the distribution of grants is not required by the Charter.⁴⁵ Even though a competitive process is the preferred method for the selection of a grantee, it is at the discretion of the City agency whether to use a competitive process. If the funding source for the grant (e.g. federal or state government) requires a competitive process, the City shall use a competitive process for the distribution of the grant.

7.2. If a grantee is named or designated in the grant award approved by a funding source and accepted by the City agency and the Board, the City may enter into a non-competitive grant agreement with that grantee.

7.3. If a grantee is named or designated in a resolution or appropriation approved by the City Council, the City may enter into a non-competitive grant agreement with that grantee.

7.4. A grantee shall be responsible pursuant to § 7.7.2. of the Procurement Regulations.

8. Encumbered Funding and Tax Exempt Status.

8.1. Grants from governments and private sources shall be encumbered by the City for their specific purpose. If allowed by the funding source and if necessary for financial assistance, the grant funding shall be carried over to the next fiscal year.⁴⁶

8.2. The City is a governmental unit that is exempt from federal income taxes under the Internal Revenue Code of 1986 ("IRC"), as amended from time to time, and the use of funds from a grant to the City will be solely for exclusively public purposes as defined by Section 170(c)(1) of the IRC.

9. Compliance with Requirement of Funding Sources. A grant may be funded by federal, state, City, or private funding sources. The identification of the source of funding should be

⁴⁵ See Baltimore City Charter Art. VI, § 11(f).

⁴⁶ See Baltimore City Charter Art. VI, § 9(c)(2).

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indicated in the grant agreement. As applicable, a grantee shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals of the funding source.

10. Baltimore City Foundation, Inc.

10.1. If a person desires to provide a grant for the City but wants to provide it to a nonprofit organization instead of the government, a person may provide a grant to the Baltimore City Foundation, Inc. ("BCF"). The City has an agreement with BCF to receive grants on behalf of the City.

10.2. BCF is an organization exempt from Federal income tax under section 501(c)(3) of the IRC. The IRC has determined BCF is not a private foundation because it satisfies the requirements of section 509(a)(3) of the IRC.

IV. SEVERABILITY. If a court of competent jurisdiction holds that part of these regulations is invalid, the invalidity does not affect other parts.

V. EFFECTIVE DATE. These regulations become effective 60 calendar days after the Board adopts them.

VI. APPENDICES. See the attached list of appendices which are incorporated herein by reference. The City may change this list of appendices as appropriate.

MINUTES**Appendices¹****Board of Estimates Resolutions**

- Lack of Duplicate Bid Book (6/8/77)
- Contractors Qualification Committee Rules of Operation (12/9/85)
- Baltimore City Contracts Bid Security (10/19/88)
- Self-Insurance Bond Program (2/8/89)
- Delinquent Taxes (4/89)
- Contractor's Qualification Committee (10/30/91)
- Architectural & Engineering Services (6/29/94)
- National Labor Relations Act (*Unfair/Fair Labor Practices*) (6/29/94)
- Apprenticeship Training (6/28/95)
- Contracts – Health Care Provider Panels (11/95)
- Workers Benefits Plans (9/4/96)
- Guidelines for Consultant Selection Procedures (3/5/97)
- Guidelines for the Performance Evaluation of Design Consultants and Construction Contractors (4/28/04)
- Increase to Dollar Amounts for Commodity and Service Contracts (6/22/05)
- Setting Initial Threshold Amounts (12/22/10)
- Design Build Procurement (11/2/11)
- Regulation of Board of Estimates Meetings and Protests (1/22/14)
- Waiver of Attorney-Client Privilege (5/7/14)
- Indemnification of Officers and Directors of Certain Quasi-Public Corporations and Entities (5/6/15)
- Setting Threshold Amount for Professional Services (6/17/15)
- HubZone Neighborhood Preference (10/28/15)
- Economic Benefits Evaluation Factor (10/28/15)

Executive Orders

- Change and Extra Work Order Procedures (Schaefer Memo dated 2/17/76)
- Nondiscrimination (12/30/76)
- Code of Conduct (6/13/95)
- Baltimore City's Youthworks (1/14/08)
- Employ Baltimore (12/18/13)

¹ As of November 15, 2016

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Funds</u>	<u>Amount</u>
<u>Police Department</u>			
1. Sean Jones Kristel Vallair	Leadership Institute Conference Las Vegas, NV Dec. 4 - 9, 2016 (Reg. Fee \$550.00)	Asset Forfeiture Fund	\$3,981.82

The airfare in the amount of \$442.96 and the registration fee in the amount of \$550.00 for each attendee was prepaid on a City-issued credit card assigned to Mr. Tribhuvan Thacker. Mr. Jones and Ms. Vallair will be disbursed \$997.95 each.

Health Department

2. Hilda N. Ndirangu	National Coalition of STD Directors (NCSD) Dec. 12, - 9, 2016 (Reg. Fee \$395.00)	CHPP-B Funds	\$1,855.25
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The airfare in the amount of \$449.95 and registration fee in the amount of \$395.00 were prepaid on a City-issued credit card assigned to Mr. Ryan Hemminger. Ms. Ndirangu will be disbursed \$1,010.30.

3. Tody C. Hairston-Fuller	Zero to Three Annual Conference New Orleans, LA Dec. 6, - 10, 2016 (Reg. Fee \$780.00)	Federal Funds	\$2,262.51
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The subsistence rate for this location is \$220.00 per night. The cost of the hotel for December 6 - 8, 2016 is \$212.43 per night, and December 9, 2016 is \$170.10, plus hotel taxes of \$139.16.

MINUTES**TRAVEL REQUESTS**

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

The Department is requesting additional subsistence of \$32.43 per day for the hotel costs for December 6 through December 8, 2016. The registration fee in the amount of \$780.00 was prepaid by EA000196815. The disbursement to Ms. Hairston-Fuller is \$1,492.41.

TRAVEL REQUESTS & REIMBURSEMENTHealth Department

4. Kristin Rzeczkowski	2016 MD Assoc. of Counties Summer Conf. Aug. 17 - 19, 2016	Gen. Funds	\$1,202.80
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On August 17-19, 2016, Ms. Rzeczkowski attended the 2016 Maryland Association of Counties Summer Conference in Ocean City, Maryland.

The subsistence rate for this is \$276.00 per day. Ms. Rzeczkowski's hotel costs were \$299.01 plus a tax of \$31.41 for the first night, \$279.01 plus a tax of \$29.31 for the second night, and \$379.01 plus a tax of \$39.81 for the third night. The total hotel cost Ms. Rzeczkowski incurred during her travel is \$957.00 plus taxes for the amount of \$100.53 for a total of \$1,057.56. The Health Department is requesting additional subsistence for the amount of \$129.03 to cover the balance of Ms. Rzeczkowski's hotel accommodations. Ms. Rzeczkowski mileage costs totaled \$145.24.

The Board is requested to approve Ms. Rzeczkowski travel request, additional subsistence, and mileage retroactively for a total cost \$1,202.80.

MINUTES

TRAVEL REQUESTS & REIMBURSEMENT

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Health Department - cont'd</u>			
Because of administrative delays, this travel request was not completed with sufficient time for prior Board approval.			
	Mileage \$		145.24
	Hotel		<u>1,057.56</u>
			\$1,202.80
5. Alan McLain	2016 Christian Community Development Assoc.	Gen. Funds	\$1,134.26
	Aug. 30 - Sept. 3, 2016 (Reg. Fee \$158.00)		

On August 30, 2016 - September 03, 2016, Mr. McLain attended the Christian Community Development Association National Conference in Los Angeles, California.

The subsistence rate for the location of the conference is \$214.00 per day. The hotel costs Mr. McLain incurred during his travel was \$149.00 per night plus taxes for the amount of \$23.39 per night for a total of \$689.56. Mr. McLain's conference registration fees were prepaid using a City procurement card assigned to Mr. Ryan Hemminger. Mr. McLain also incurred a cost of \$160.00 for meals.

Therefore, the Board is requested to approve Mr. McClain's travel request retroactively for the amount of \$1,292.26, and also approve a reimbursement to Mr. McClain for his expenses incurred in the amount of \$1,134.26.

MINUTES**TRAVEL REQUESTS & REIMBURSEMENT**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
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Health Department - cont'd

Because of administrative delays in the Department's review process, this travel request was not completed with sufficient time for prior Board approval. The Department apologizes for the lateness.

Transportation	\$	284.70
Hotel		596.00
Taxes		93.56
Meals		160.00
Registration Fee		<u>158.00</u>
		1,292.26
Paid by City P-Card	(<u>158.00)</u>
Reimbursement Amount		\$1,134.26

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

MINUTESBaltimore Development Corporation - Land Disposition Agreement**ACTION REQUESTED BY B/E**

The Board is requested to approve and authorize execution of a Land Disposition Agreement with The AZ Group, LLC for the purchase of 423 & 425 North Howard and 217 through 225 West Franklin Streets, respectively.

AMOUNT OF MONEY AND SOURCE:

The AZ Group, LLC will purchase the property for \$79,000.00 to be paid in cash at settlement.

BACKGROUND/EXPLANATION:

The City owns property at 217-225 West Franklin Street (Block 563, Lots 14, 15 and 16) and 423-425 North Howard Street (Block 563, Lots 12 and 13) in the 11th City Council District. The Properties are located in downtown's west side and is within the boundaries of the Market Center National Register Historic District and the Bromo Tower Arts & Entertainment District. The Properties are vacant and generates no revenue.

The Baltimore Development Corporation issued the Howard Street East Request for Proposals (RFP) on June 29, 2015, with closing on October 27, 2015, and received multiple responses. The intent of the RFP was to promote reuse of the properties by creating pedestrian oriented, active ground floors, and upper floor residential rental units. Incorporation of historic preservation principles in redevelopment of the Property was strongly encouraged.

Named the Franklin Street Apartments, the project will include approximately 3,500 square feet of ground floor retail and approximately 50 residential rental units marketed to tenants earning between 80% and 120% of the Area Median Income. The development program involves the rehabilitation of the properties closest to the Franklin and Howard Street corner, with demolition and new construction on the easternmost properties.

MINUTESBaltimore Development Corporation - cont'd

The final project, combining historic buildings and new construction, will function as one integrated mixed-use project. The properties were appraised in accordance with City policy.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with The AZ Group, LLC for the purchase of 423 & 425 North Howard and 217 through 225 West Franklin Streets, respectively.

MINUTES**PROPOSAL AND SPECIFICATIONS**

1. Department of Public Works/Off. of Engineering & Construction - WC 1286, Guilford Avenue and Vicinity Water Main Replacements
BIDS TO BE RECV'D: 12/14/2016
BIDS TO BE OPENED: 12/14/2016

2. Department of Public Works/Off. of Engineering & Construction - WC 1345-A, Repaving Utility Cuts and Sidewalk Restoration at Various Locations
BIDS TO BE RECV'D: 12/14/2016
BIDS TO BE OPENED: 12/14/2016

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

* * * * *

President: "There being no more business before this Board, this Board will recess until bid opening at twelve o'clock noon."

MINUTES

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

BIDS, PROPOSALS, AND CONTRACT AWARDS

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

Dept. of Transportation - TR 13015, Fells Point Broadway
Square Renovations
BIDS TO BE RECV'D: 11/30/2016
BIDS TO BE OPENED: 11/30/2016

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:

Dept. of Public Works - ER 4036R, Urgent Need Stream
Repair 1

AMS of Skelly and Loy, Inc.
Monumental Paving & Excavating, Inc.
Metra Industries
Environmental Quality Resources, LLC
Appalachian Stream Restoration

Dept. of Public Works - WC 1270, Water Infrastructure
Rehabilitation, Various Locations

Spiniello
J. Fletcher Creamer & Son, Inc.
Civil Construction, LLC
R.E. Harrington
Metra Industries

Bureau of Purchases - B50004788, Suspension and
Spring Repairs

Middleton & Meads Co., Inc.
Beltway Kenwood, LLC
Waste Equipment Sales & Service, LLC
Peter Springs

Bureau of Purchases - B50004793, 19' Boat

No Bids Received

MINUTES

Bureau of Purchases - B50004799, Aluminum Sulfate

USALCO, LLC

Chemtrade Solutions LLC

Kemira Water Solutions, Inc. - NO BID

Coyne Chemical - NO BID

Bureau of Purchases - B50004801, OEM Parts and Service
for Stellar Truck Bodies

Waste Equipment Sales & Service, LLC

Bureau of Purchases - B50004802, Mobile Stage Trailer

Century Industries, Inc.

Wenger Corporation

Stageline Mobile Stage Inc.

Bureau of Purchases - B50004804, Inner Harbor Light
Poles

Graybar Electric Co.

Dominion Electric Supply Co., Inc.

C.N. Robinson Lighting Supply

MINUTES

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There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, November 30, 2016.


JOAN M. PRATT
Secretary