

2007

BOARD OF ESTIMATES

APRIL 24, 2019

MINUTES

REGULAR MEETING

Honorable Sharon Green Middleton, President
Honorable Catherine E. Pugh, Mayor - **ABSENT**
Honorable Bernard C. "Jack" Young, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
Rudolph S. Chow, Director of Public Works
Andre M. Davis, City Solicitor
Dana P. Moore, Deputy City Solicitor
Matthew W. Garbark, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

Effective April 02, 2019 and pursuant to Article IV, Section 2(b) of the Baltimore City Charter, the Honorable Bernard C. "Jack" Young shall be ex officio Mayor of the City during the absence of the Honorable Catherine E. Pugh, Mayor. Pursuant to Article III, Section 10(b) of the Baltimore City Charter, the Honorable Sharon Green Middleton shall be acting President during the fulfilment of the Honorable Bernard C. "Jack" Young's duties as Mayor.

President: "Good morning. The April 24, 2019 meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiency of these hearings, persons who are disruptive to the hearings will be asked to leave the hearing room. 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

2008

BOARD OF ESTIMATES

04/24/2019

MINUTES

conclusion of the meeting. Failure to comply may result in a charge of trespassing. I would direct the Board members attention to the Memorandum -- to the Memorandum from the President Office dated April 22, 2019 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."

City Solicitor: "Madam President I move approval of all the items on the routine agenda."

Comptroller: "I second."

President: "All of those in favor say Aye. All of those opposed, nay. The motion carries. The routine agenda items have been adopted."

* * * * *

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

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on November 21, 2016, the following contractors are recommended:

AB Construction, Inc.	\$ 8,000,000.00
Clyde McHenry, Inc.	\$ 8,000,000.00
Cole Roofing Company, Inc.	\$ 8,000,000.00
Edwin A. & John O. Crandell, Inc.	\$ 8,000,000.00
Joseph Dugan, Inc.	\$ 8,000,000.00
Nichols Contracting, Inc.	\$ 8,000,000.00
Optimum Controls Corporation	\$ 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:

Alta Planning & Design, Inc.	Landscape Architect Engineer
Bayland Consultants & Designers, Inc.	Engineer
Cannon Design	Architect
George, Miles & Buhr, LLC	Engineer
JRS Architects, Inc.	Architect

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

MINUTES

Department of Real Estate - Lease Agreement Renewal

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize renewal of the Lease Agreement with IDAC Tailgate, LLC, Tenant, for the rental of the property known as 1652 Union Avenue (Block 3752, Lot 27A), consisting of 1.056 acres. The period of the Lease Agreement Renewal is September 1, 2020 through August 31, 2025 with the option to renew for two five-year periods.

AMOUNT OF MONEY AND SOURCE:

\$19,965.00 \$1,664.75

BACKGROUND/EXPLANATION:

On September 1, 2010, the Board approved the original lease agreement for the period of September 1, 2010 through August 31, 2015, with the option to renew for three five-year periods.

The Board approved the 1st renewal option on February 4, 2015. The 1st renewal was for the period of September 1, 2015 through August 31, 2020, with two five-year renewal options. IDAC Tailgate, LLC has exercised two of the three renewal options.

All other rentals, conditions, and provisions of the Lease Agreement dated September 1, 2010 will remain in full force and effect.

UPON MOTION duly made and seconded, the Board approved and authorized the renewal of the Lease Agreement with IDAC Tailgate, LLC, Tenant, for the rental of the property known as 1652 Union Avenue (Block 3752, Lot 27A), consisting of 1.056 acres.

MINUTES

Space Utilization Committee - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize of the Lease Agreement with Meraki Community Uplift, Inc., Tenant, for the rental of a portion of the property known as 1400 E. Federal Street, consisting of 499 sq. ft., being on the 1st floor. The period of the Lease Agreement is April 1, 2018 through June 30, 2019 with the option to renew for two one-year periods.

AMOUNT OF MONEY AND SOURCE:

<u>Annual</u>	<u>Monthly Installments</u>
\$4,559.60	\$303.97

BACKGROUND/EXPLANATION:

The space is being used for community services, Monday through Saturday from 9:00 A.M. to 9:00 P.M.

The City will correct and bear all expenses of any building structural defects, maintain interior and exterior of the building, including the ventilating & heating systems, all water supply lines except for damage caused by the Tenant. The City will also furnish all utilities, including electric power, heat, sewer, a/c, water, and other utilities charges and will keep sidewalk clear of ice, snow, and debris, provide janitorial services, and security monitoring.

The Tenant accepts the space "as is." The Tenant will remove trash outside its door and the City will pick up trash. The Tenant will keep the leased premises in good order and condition and secure necessary licenses and pay costs associated with telephone service, internet, and computers. The Tenant will also provide for any improvements of the leased premises at its sole cost and expense with written approval from the City.

2012

BOARD OF ESTIMATES

04/24/2019

MINUTES

Space Utilization Committee - cont'd

The Lease Agreement is late because of delays in obtaining the Tenant's signature.

The Space Utilization Committee approved this Lease Agreement on February 21, 2019.

UPON MOTION duly made and seconded, the Board approved and authorized the Lease Agreement with Meraki Community Uplift, Inc., Tenant, for the rental of a portion of the property known as 1400 E. Federal Street, consisting of 499 sq. ft., being on the 1st floor.

MINUTES

Space Utilization Committee - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Lease Agreement with Out For Justice, Inc., Tenant, for the rental of a portion of the property known as 1400 E. Federal Street, consisting of 713 sq. ft. The period of the Lease Agreement is April 1, 2018 through June 30, 2019 with the option to renew for two one-year periods.

AMOUNT OF MONEY AND SOURCE:

	<u>Annual</u>	<u>Monthly Installments</u>
Year 1	\$6,515.05	\$434.34

BACKGROUND/EXPLANATION:

The space is being used for community services, Monday thru Friday and occasional Saturday, from 9:00 A.M. to 5:00 P.M.

The City will correct and bear all expenses of any building structural defects, maintain interior and exterior of the building, including the ventilating and heating systems, and all water supply lines except for damage caused by the Tenant. The City will also furnish all utilities, including electric power, heat, sewer, a/c, water, and other utilities charges and will keep the sidewalk clear of ice, snow, and debris, provide janitorial services, and security monitoring.

The Tenant accepts the space "as is," they will remove trash outside its door and the City will pick up trash. The Tenant will keep leased premises in good order and condition and secure necessary licenses, pay costs associated with telephone, internet, and computers. The Tenant will also provide for any improvements of the leased premises at its sole cost and expense with written approval from the City.

MINUTES

Space Utilization Committee - cont'd

The Lease Agreement is late because of delays in obtaining the Tenant's signature.

The Space Utilization Committee approved this Lease Agreement on February 26, 2019.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with Out For Justice, Inc., Tenant, for the rental of a portion of the property known as 1400 E. Federal Street, consisting of 713 sq. ft.

MINUTES

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

ACTION REQUESTED OF B/E:

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

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

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

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

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

Caroline Street Garage Transient Rate Adjustment			
Rate to be Adjusted	Current Rate	Proposed Rate	Date of Last Adjustment
Up to 2 hours to be combined with up to 3 hours	\$10.00	\$11.00	February 2018
Up to 4 hours to be combined with up to 5 hours	\$12.00	\$13.00	February 2018

MINUTES

Parking Authority - cont'd

Caroline Street Garage Monthly Rate Adjustment			
Rate to be Adjusted	Current Rate	Proposed Rate	Date of Last Adjustment
Monthly Market	\$140.00	\$145.00	November 2017

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the adjustment to the transient and the monthly market rates at the City-owned Caroline Street Garage that is managed by the PABC.

MINUTES

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

ACTION REQUESTED OF B/E:

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

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

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

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

To bring the monthly market rate charged at the Marina 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.

Marina Garage Monthly Rate Adjustment			
Rate to be Adjusted	Current Rate	Proposed Rate	Date of Last Adjustment
Monthly Market Rate	\$110.00	\$115.00	January 2012

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Office of the City Council - Governmental/Charitable
Solicitation Application

ACTION REQUESTED OF B/E:

The Board is requested to endorse a Governmental/Charitable Solicitation Application for submission to the Board of Ethics of Baltimore City to allow Mr. Zeke Cohen to solicit donations for food and supplies from local individuals, businesses, civic leaders, the foundation community and the general public to hold a community and musical event in partnership with the Baltimore Symphony Musicians in O'Donnell Heights on May 18, 2019.

AMOUNT OF MONEY AND SOURCE:

No general funds are involved in this transaction.

BACKGROUND/EXPLANATION:

Donations will be solicited from Baltimore businesses, civic leaders, the foundation community, and the general population. A potential donor list will be comprised of individuals and corporate entities that contribute to the economic, social, and cultural vitality of Baltimore City. Most of the individual and corporate entities fitting that description are not controlled donors. However, those potential donors who are controlled donors with respect to the City Council or the Board of Estimates will not be targeted or singled out in any way and will be solicited, if at all, in the same manner as the other potential donors.

City on a Hill Improvement Association (CHIA) and the O'Donnell Heights Tenant Council would like to host a community and musical event in O'Donnell Heights on May 18, 2019. This event would be in partnership with the First District City Council Office and the Baltimore Symphony Musicians. Recently, the community was left shaken after a shooting took place near Graceland Park-O'Donnell Heights Elementary School. The purpose of this event would be to build a sense of community amongst the different neighborhoods by collaborating on this event. It will celebrate the history and highlight the beauty of this resilient community. The funds that will be raised for this event will go towards food, activities, and supplies.

2020

BOARD OF ESTIMATES

04/24/2019

MINUTES

Office of the City Council - cont'd

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

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board endorsed the Governmental/Charitable Solicitation Application for submission to the Board of Ethics of Baltimore City to allow Mr. Zeke Cohen to solicit donations for food and supplies from local individuals, businesses, civic leaders, the foundation community and the general public to hold a community and musical event in partnership with the Baltimore Symphony Musicians in O'Donnell Heights on May 18, 2019. The Mayor **ABSTAINED**. The President **ABSTAINED**.

MINUTES

Mayor's office of Human Services - Provider Agreements

The Board is requested to approve and authorize execution of the various Provider Agreements. The period of the agreement is April 1, 2019 through March 31, 2020, unless otherwise indicated.

1. **BEHAVIORAL HEALTH SYSTEM BALTIMORE, INC.** **\$1,431,909.48**

Account: 4000-407018-3571-757510-603051

Behavioral Health System Baltimore, Inc. will utilize the funds to provide rental assistance and support services to 110 formerly homeless households. The overarching goals of the project include increasing housing stability, skills and/or income, and enhancing self-determination.

MWBOO GRANTED A WAIVER.

2. **AT JACOB'S WELL, INC.** **\$ 238,091.00**

Account: 4000-407018-3571-757401-603051

At Jacob's Well, Inc. will utilize the funds to provide rental assistance and support services to 18 formerly homeless households. The overarching goals of the project include, increasing housing stability, skills and/or income, and enhancing self-determination. Case management services are available to all participants served by the project.

MWBOO GRANTED A WAIVER.

The agreements are late because of a delay in announcement of the Continuum of Care grant award.

MINUTES

MOHS - cont'd

3. **GOVANS ECUMENICAL DEVELOPMENT CORPORATION** **\$ 99,278.50**

Account: 4000-407018-3573-757800-603051

Govans Ecumenical Development Corporation will utilize the funds to provide support services to approximately 59 formerly homeless households. The funds will be utilized to operate Harford House and Micah House, part of the GEDCO's homeless services program. The period of the agreement is June 1, 2019 through May 31, 2020.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

2023

BOARD OF ESTIMATES

04/24/2019

MINUTES

Mayor's Office of Employment - Memorandum of Understanding
Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Memorandum of Understanding with Maryland State Department of Human Services/Baltimore City Department of Social Services. The period of the Memorandum of Understanding (MOU) will commence on July 1, 2019 and will continue until services are completed, not later than December 31, 2022.

AMOUNT OF MONEY AND SOURCE:

\$2,000,000.00
2,000,000.00
2,000,000.00
\$6,000,000.00 - 4000-809620-6397-456000-404001

BACKGROUND/EXPLANATION:

The purpose of this Agreement is to provide funding for the Youthworks Summer Jobs Program. This program will provide summer employment and training opportunities to eligible Baltimore City residents between the ages of fourteen (14) and twenty-one (21). These opportunities will include work experiences with private sector, non-profit, and City and State government employers throughout Baltimore.

APPROVED FOR FUNDS BY FINANCE

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

2024

BOARD OF ESTIMATES

04/24/2019

MINUTES

Mayor's Office of Employment - cont'd
Development

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with Maryland State Department of Human Services/Baltimore City Department of Social Services.

2025

BOARD OF ESTIMATES

04/24/2019

MINUTES

Environmental Control Board - Transfer of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve the Transfer of Funds to the Baltimore City Foundation.

AMOUNT OF MONEY AND SOURCE:

\$79,000.00 - 1001-000000-1170-769300-603050

BACKGROUND/EXPLANATION:

The Environmental Control Board will transfer funds to the Baltimore City Foundation for the BMORE Beautiful Care-A-Lot Youth Program in order to provide grants to Baltimore neighborhoods and youth participants working to maintain identified vacant lots within their community.

The funds will be dispersed to participating community organizations and youth participants based on invoiced maintenance work completed.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the Transfer of Funds to the Baltimore City Foundation.

MINUTES

Department of General Services - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 001 to Johnson, Mirmiran & Thompson, Inc., under Project No. 1805, Roland Park Water Tower Renovation Design. The period of the services under Task No. 001 is approximately 32 months.

AMOUNT OF MONEY AND SOURCE:

\$100,499.98 - 2071-000000-5521-397923-603026

BACKGROUND/EXPLANATION:

Under this task, Johnson, Mirmiran & Thompson, Inc. will provide design, bid phase, and post award services for the renovation of the Roland Park Water Tower. The original agreement expiration date is January 15, 2023.

MBE/WBE PARTICIPATION:

MBE: JRS Architects	\$18,900.00	18.81%
WBE: Albrecht Engineering	\$19,900.00	19.00%

THIS EAR WAS APPROVED BY MWBOO ON MARCH 11, 2019.

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. 001 to Johnson, Mirmiran & Thompson, Inc., under Project No. 1805, Roland Park Water Tower Renovation Design.

MINUTES

Baltimore City Convention - Non-Construction Consultant
Center (BCCC) Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Non-Construction Consultant Agreement (Agreement) with The Bigelow Companies, Inc. The agreement is effective upon Board approval for 18 months.

AMOUNT OF MONEY AND SOURCE:

\$32,500.00 - 1001-000000-5311-391300-603026

BACKGROUND/EXPLANATION:

The BCCC's contract for food and beverage services is expiring on December 31, 2019. A Consultant is needed throughout the procurement process of the new contract. The Baltimore City Convention Center's food and beverage services were last open for bid 10 years ago and a Consultant was engaged to provide similar services.

The purpose of the Agreement is to secure a Consultant is to assist in preparing a Request for Proposals (RFP) to solicit responses from food service businesses, to evaluate proposals submitted and thereafter to assist in the selection of a food service contractor for the Center.

This project consists of nine phases. The first two phases are fact finding to review the BCCC's goals and objectives, and to analyze the past contract. Phases three through seven are the write-up of the RFP, the distribution of the RFP, and the evaluations of the responses. The final two phases are the negotiations and assisting the City's Law Department with the contract. The total cost of the nine phases is \$26,500.00. The travel to site is extra and it includes but not limited to, the travel, lodging, meals, and parking, estimated at \$6,000.00.

MINUTES

Baltimore City Convention Center - cont'd

Of the three companies that submitted proposals for consultation services, The Bigelow Companies, Inc. was chosen. It had the lowest fee and the most thorough proposal. The Bigelow Companies, Inc. has provided food and beverage consulting to convention centers, stadiums, arenas, and performing arts centers since 1988 and has served well over 400 public venues across the globe. The Bigelow Companies, Inc. is registered to do business in the State of Maryland and is in good standing.

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 Non-Construction Consultant Agreement with The Bigelow Companies, Inc.

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 agreement is July 1, 2018 through June 30, 2019.

1. **LIVING CLASSROOMS FOUNDATION, INC. (LCF)** **\$100,000.00**

Account: 2089-208919-5930-424934-603051

Living Classrooms Foundation, Inc. will provide CDBG funding to subsidize subgrantee's operating costs. The LCF Adult Resource Center will provide workforce development services which include work readiness, life skills, and financial literacy workshops to residents of Pleasant View Gardens, Perkins, Douglas, Latrobe Homes and Albemarle Square public housing.

MWBOO GRANTED A WAIVER.

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

Account: 2089-208919-5930-424964-603051

Living Classrooms Foundation, Inc. under this Agreement, 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 Work's Bureau of Solid Waste. The Department of Public Works will provide all service requests to LCF and will oversee each completed service request for satisfactory compliance with City procedures and codes.

FOR FY 2019, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$23,334.00.

MINUTES

DHCD - cont'd

MBE: \$6,302.88

WBE: \$2,334.40

On August 8, 2018, 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 2018 Annual Action Plan for the following formula programs:

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnership Act (HOME)
3. Emergency Shelter Grant Entitlement (ESG)
4. Housing Opportunity for People with AIDS (HOPWA)

The Department began negotiating and processing the CDBG agreements effective July 1, 2018 and beyond, as outlined in the Plan, pending approval of the Resolution. Consequently, the 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 Community Development Block Grant Agreements. The Mayor **ABSTAINED** on item no. 1 and 2.

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

2032 - 2057

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

Environmental Control Board

- 1. Reclassify the following filled position:

Position No.: 49549

From: Liaison Officer I
 Job Code: 31420
 Grade: 090 (\$47,604.00 - \$57,857.00)

To: Liaison Officer II
 Job Code: 31422
 Grade: 093 (\$54,044.00 - \$65,897.00)

Cost: \$7,750.56 - 1001-000000-1171-138600-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

	<u>Hourly Rate</u>	<u>Amount</u>
2. ERIKA M. McCLAMMY	\$90.00	\$ 76,950.00

Account: 1000-000000-1170-138600-601009

Ms. McClammy will continue to work as a Contract Services Specialist II. Her duties will include but are not limited to conducting hearings to make preliminary determinations as to whether citations issued by the City enforcement officers comply with the Code, the ECB rules and relevant court decisions. Said hearings will be conducted under oath, requiring testimony and the presentation of evidence by City enforcement officers, respondents and other witnesses. The Hearing Officer will enter her findings into the ECB database during the course of the hearing or immediately thereafter. The period of the agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**Department of Public Works

	<u>Hourly Rate</u>	<u>Amount</u>
3. LINDA LYNN BATT	\$48.07	\$100,000.00

Account: 2070-000000-5531-398600-603026

Ms. Batts will work as a Contract Services Specialist II. Her duties will include but are not limited to; developing innovative solutions and workplace models that afford growth and development and equip employees with the skills to deliver services in the Department of Public Works environment today while preparing them for the DPW of the future (i.e. examining the Army Corp of Engineers succession planning framework and partnering with them on DPW's like positions). She will also work with leaders and employees across all lines of business to identify factors that will sustain a culture of high performance and develop engagement, retention, and succession planning initiatives for the most critical positions. She will implement effective mentoring and coaching programs, establish improved performance management systems and evaluate and address factors that impact turnover. She will also work with City stakeholders across the City government on equity program operations. The period of the agreement is effective upon Board approval for one year.

Department of Finance

4. Reclassify the following position:

Position No.: 12477

Classification: Operations Officer II

Job Code: 00086

Grade: 927 (\$64,505.00 - \$103,208.00)

MINUTES

PERSONNEL

Department of Finance - cont'd

To: Program Compliance Officer I
Job Code: 31507
Grade: 087 (\$42,131.00 - \$50,927.00)

Cost Savings: (\$12,374.00)

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

- 5. Reclassify the following filled position:

Position No.: 12475

From: Operations Officer III
Job Code: 00087
Grade: 929 (\$68,562.00 - \$109,554.00)

To: Operations Officer IV
Job Code: 00088
Grade: 931 (\$73,868.00 - \$118,085.00)

Costs: \$6,919.00 - 1001-000000-1480-166400-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

	<u>Hourly Rate</u>	<u>Amount</u>
6. CLEMENT RULEY, JR.	\$44.47	\$ 25,481.31

Account: 1001-000000-1423-160800-601009

Mr. Ruley, retiree, will continue to work as Contract Services Specialist I. He will be responsible for preparing financial statements for principal agencies that are required by the

MINUTES**PERSONNEL**Department of Finance - cont'd

City Charter to undergo Biennial audits, and preparing the City's annual Comprehensive Annual Financial Report. This is a 2% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

THE DEPARTMENT OF FINANCE IS REQUESTING A WAIVER OF THE HOURLY RATE PORTION OF THE AM 212-1, PART 1.

Department of General Services7. Classify the following position:

Position No.: 51955

Classification: New Position

Job Code: 90000

Grade: 900 (\$1-\$204,000.00)

To: Building Repair

Job Code: 53111

Grade: 429 (\$34,080.00 - \$37,543.00)

Cost: \$55,170.00 - 2029-000000-1982-192500-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

8. Classify the following position:

Position No.: 52323

Classification: New Position

Job Code: 90000

Grade: 900 (\$1-\$204,000.00)

MINUTES**PERSONNEL**Department of General Services - cont'd

To: Operations Assistant I
Job Code: 31104
Grade: 902 (\$42,552.00 - \$68,042.00)

Cost: \$82,372.00 - 2029-000000-1982-750800-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

9. Reclassify the following position:

Position No.: 20118

From: Utility Aide
Job Code: 52951
Grade: 422 (\$30,279.00 - \$31,774.00)

To: Building Project Coordinator
Job Code: 72492
Grade: 932 (\$54,044.00 - \$65,897.00)

Cost: \$32,075.00 - 2029-000000-1982-193500-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**Department of General Services - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
10. VERDELL MAYNOR	\$32.63	\$ 61,997.00

Account: 2029-000000-1982-709500-601009

Ms. Maynor will work as a Contract Services Specialist II. Her duties will include but are not limited to evaluating requests for and making recommendations on the cleaning and custodial maintenance of City-owned buildings and grounds. She will also review, communicate and enforce custodial contracts per specifications/details, receive, critique and expedite processing of cost estimates, and determine length of time necessary to complete project and review scope of work. Inspect the work of contractors to ensure compliance with plans and specifications, conduct progress meetings and determine corrective actions necessary to solve problems, field complaints from DGS owned City building occupants and building maintenance supervisors and work with support of superintendents to address issues, confirm quality of contract work completed and complete vendor performance reports in CitiBuy, generate performance records detailing monthly performance actuals and submit periodic status reports. The period of the agreement is effective upon Board approval for one year.

Health DepartmentCreate the following position:

11. Classification: Program Compliance Officer II
 Job Code: 31502
 Grade: 927 (\$64,505.00 - \$103,208.00)
 Position No.: To be assigned by BBMR

Cost: \$92,868.41 - 4000-499018-3023-513200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**

Health Department - cont'd

Create the following position:

12. Classification: Operations Manager II
Job Code: 31115
Grade: 942 (\$90,619.00 - \$149,401.00)
Position No.: To be assigned by BBMR

Cost: \$126,046.79 - 1001-000000-3150-307700-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Create the following position:

13. Classification: Health Program Administrator I
Job Code: 61111
Grade: 923 (\$60,655.00 - \$97,277.00)
Position No.: To be assigned by BBMR

Cost: \$89,088.82 - 1001-000000-3070-286400-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Create the following position:

14. Classification: Laboratory Assistant II
Job Code: 71512
Grade: 428 (\$33,409.00 - \$36,337.00)
Position No.: To be assigned by BBMR

Cost: \$53,645.99 - 5000-569719-3023-273305-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**

Health Department - cont'd

Create the following position:

15. Classification: Health Program Administrator II
Job Code: 61113
Grade: 927 (\$64,505.00 - \$103,208.00)
Position No.: To be assigned by BBMR

Cost: \$92,998.82 - 4000-499019-3023-513200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

16. Reclassify the following vacant position:

Position No.: 33407

From: Office Support Specialist III
Job Code: 33213
Grade: 078 (\$31,488.00 - \$36,312.00)

To: HR Assistant II
Job Code: 33683
Grade: 085 (\$38,926.00 - \$46,904.00)

Costs: \$11,766.97 - 1001-000000-3001-262600-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**Health Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
17. CAROLYN GRANT	\$20.36	\$ 4,582.00

Account: 5000-525719-3100-295900-601009

Ms. Grant, retiree, will work as a Contract Services Specialist I. She will be responsible for gathering pre-examination information for patient case history and assessing the patient's needs for appointment scheduling, obtaining information from patients for billing purposes, entering medical registration and encounter data into a computerized medical data base, and completing patient invoice forms for patients and third party insurers. Ms. Grant will prepare the examining area for patient examination, collect laboratory specimens and complete laboratory slips, perform CPR/First Aid and respond to emergencies, and perform medication administration in accordance with program and Maryland Board of Nursing guidelines. This salary is in compliance with the AM 212-1, Part I. The period of the agreement is April 24, 2019 through June 30, 2019.

18. ANGELA BURDEN	\$44.31	\$8,374.59
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Account: 4000-499919-3080-294200-601009

Ms. Burden, retiree, will work as a Contract Services Specialist I. She will be responsible for collecting data from medical records related to fetal and infant deaths housed at area delivery hospitals and prenatal care providers, preparing the data for review and analysis to understand fetal and infant death in Baltimore City, and making recommendations for change. This salary is in compliance with the AM 212-1, Part I. The period of the agreement is effective upon Board approval through June 30, 2019.

MINUTES

PERSONNEL

Health Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
19. KOLI TENGELLA	\$25.00	\$3,000.00

Account: 4000-483319-3160-308000-601009

Ms. Tengella, will work as a Contract Services Specialist II. Her duties will include, but are not limited to participating in staff, school and Advisory Committee meetings and trainings. She will ensure that youth participants observe safe operating practices and comply with organizational safety policies, and document club activities and group dynamics on a weekly basis. Ms. Tengella will complete and submit data forms for club convening and events, as well a session information to the Department's staff. She will conduct two three-hour and half after school sessions per week. She will use the power of theater, other performing arts, and digital filmmaking as tools to educate the young people at the school and throughout the City about alternative ways of resolving interpersonal and group conflict other than through violence. She will also teach and implement key components of the Department's youth services program. The program includes a focus on mental health, teen dating violence, leadership development, and peer-to-peer mentorship. The period of the agreement is effective upon Board approval through August 31, 2019.

20. MICHAEL T. MITCHELL	\$25.00	\$29,250.00
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Account: 4000-484519-3160-308600-601009

Mr. Mitchell, will work as a Contract Services Specialist II. He will be responsible for advising clients on available City, State and private services and programs. He will also provide clients with pamphlets, brochures and related documents for their information and use, support the development of the

MINUTES**PERSONNEL**Health Department - cont'd

program training schedule and assist with the administrative needs of the mental health clinician, and community based programming leadership and staff. He will arrange appointments and meetings for clients for services and program providers. He will inform the program coordinator, director and other program staff of individual case status and handling of overall caseload, and refer issues requiring professional intervention to appropriate staff for disposition and action. The period of the agreement is April 24, 2019 through January 1, 2020.

Department of Housing and Community Development21. Reclassify the following filled position:

Position No.: 48528

From: Secretary III
Job Code: 33233
Grade: 084 (\$37,741.00 - \$45,044.00)

To: Special Assistant
Job Code: 10063
Grade: 089 (\$45,660.00 - \$55,436.00)

Cost: \$8,429.00 - 1001-000000-2602-261000-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**Department of Human Resources22. Reclassify the following filled position:Position No.: 10013

From: Administrative Coordinator
Job Code: 31100
Grade: 087 (\$42,131.00 - \$50,927.00)

To: HR Specialist I
Job Code: 33628
Grade: 090 (\$47,604.00 - \$57,857.00)

Cost: \$8,748.00 - 1001-000000-1602-172500-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

23. Reclassify the following filled position:Position No.: 50364

From: Agency IT Specialist III
Job Code: 33149
Grade: 929 (\$68,562.00 - \$109,554.00)

To: Agency IT Specialist IV
Job Code: 33154
Grade: 931 (\$73,868.00 - \$118,085.00)

Cost: \$10,767.00 - 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 200-4.

MINUTES**PERSONNEL**Baltimore City Information and Technology (BCIT)

	<u>Hourly Rate</u>	<u>Amount</u>
24. JEFFREY HALL	\$35.00	\$ 72,800.00

Account: 1001-000000-1472-777900-601009

Mr. Hall will work as a Contract Services Specialist II. His duties will include, but are not limited to performing basic and intermediate map requests made by City agencies, processing ad hoc mapping requests and special data requests, managing Pictometry online user accounts. He will also assist in managing the agency's online ArcGIS accounts, perform GIS data editing, update zoning requirements within the City's official zoning layer, provide customer service support for incoming telephone calls and inquiries and provide 311 address validation issue support. The agreement is effective upon Board approval for one year.

Law Department

25. Reclassify the following vacant position:

Position No.: 15471

From: Operations Manager II
Job Code: 00091
Grade: 942 (\$90,619.00 - \$149,766.00)

To: Operations Manager I
Job Code: 00090
Grade: 939 (\$85,417.00 - \$140,766.00)

Cost Savings: (\$40,250.00) - 1001-000000-1761-175200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**

Law Department - cont'd

26. Reclassify the following filled position:

Position No.: 47489

From: Assistant Solicitor
Job Code: 10198
Grade: 929 (\$68,562.00 - \$109,554.00)

To: Chief Solicitor
Job Code: 10199
Grade: 936 (\$80,735.00 - \$129,114.00)

Cost: \$10,898.00 - 2036-000000-1752-175200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Liquor Board

27. Upgrade the following classification:

From: Liquor Board Secretary III
Job Code: 33206
Grade: 086 (\$40,487.00 - \$48,836.00)
Position No.: To be determined by BBMR

To: Liquor Board Secretary 111
Job Code: 33206
Grade: 092 (\$51,800.00 - \$63,075.00)

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES

PERSONNEL

Mayor's Office of Human Services

28. Reclassify the following filled position:

Position No.: 46642

From: Operations Officer IV
Job Code: 00088
Grade: 931 (\$73,868.00 - \$118,085.00)

To: Operations Manager I
Job Code: 00090
Grade: 939 (\$85,417.00 - \$140,766.00)

Cost: \$14,348.00 - 5000-586219-1191-594700-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Baltimore City Police Department

	<u>Hourly Rate</u>	<u>Amount</u>
29. DONALD F. KRAMER	\$20.19	\$42,000.00

Account: 1001-000000-2042-198100-601009

Mr. Kramer, retiree, will work as a Contract Services Specialist I. His duties will include, but are not limited to serving as a Glock Armorer, which services and diagnoses issues related to this weapon system, serve as Remington Armorer, which services departmental shotguns including street as well as those less lethal, and possess Armorer certifications for the numerous specialty weapons used by the SWAT team. He will assist with any issues, which may arise, as well as detail, strip and clean weapons, which would

MINUTES

PERSONNEL

Baltimore City Police Department - cont'd

typically require a trip to the Armory, and stock the Armory at Gunpowder Range with thousands of dollars of tools and equipment. Mr. Kramer possesses the ability to make repairs to the weapon system on site saving the Department on shipping and repair costs. The period of the agreement is July 14, 2019 through July 13, 2020.

	<u>Hourly Rate</u>	<u>Amount</u>
30. LEONARDO GONZALEZ	\$20.19	\$ 42,000.00
Account: 1001-000000-2024-796500-603026		
31. THERMAN REED	\$20.19	\$ 42,000.00
Account: 1001-000000-2024-796500-601009		

Messer. Gonzalez and Reed, retirees, will work as a Contract Services Specialist I. They will be responsible for the entry and accurate retention of all property retained by the Police Department and several surrounding agencies, receiving property, and evidence submissions from police officers and lab personnel, and ensuring the accuracy and completeness of paperwork. In addition, they will ensure the accuracy and completeness of all information entered into the evidence tracking system, release the property to personnel for further examination or as evidence for court, and update the tracking system with appropriate changes of location of the property for chain of custody, and document locations. Both employees will also release property to the public and document the same in the tracking system, and lift and handle evidence submitted to the Evidence Control Unit. The period of the agreement is April 28, 2019 through April 27, 2020.

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

	<u>Hourly Rate</u>	<u>Amount</u>
32. EDNA M. PRICE	\$20.19	\$ 42,000.00

Account: 1001-000000-2042-198100-601009

Ms. Price, retiree, will continue to work as a Contract Service Specialist I for the Evidence Control Unit, Drug Vault. She will administer all four of the Evidence Control Unit's drug vaults and track and transfer various amounts of Controlled Dangerous Substances (CDS) submitted to the unit on a daily basis from agency members. In addition, Ms. Price will organize the various Evidence Control Unit's drug vaults and organize the various types and amounts of CDS which have been submitted to the unit to prepare them for the drug burn for disposal. This is the same hourly rate as in the previous contract period. The period of the agreement is July 14, 2019 through July 13, 2020.

33. STEPHEN D. DERKOSH	\$31.25	\$ 65,000.00
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Account: 1001-000000-2041-196000-601009

Mr. Derkosh, retiree, will work as a Contract Services Specialist I in the Grants Unit. He will manage and supervise the support of grants with a focus on contracts, government audits, consultation operations, planning and analysis, and manage grant projects and activities from State, Federal, foundation, and corporate entities. In addition, Mr. Derkosh will write or supervise the writing of all proposals, budgets, reports and other ancillary materials, seek grant funding, manage existing grants by tracking, developing internal reporting systems, writing reports, maintaining historical records, and collaborating with staff to ensure each project or program meets proposal conditions and expectations. He will also provide stewardship for existing donors, oversee monthly meetings to vet projects and programs, as well as set

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

priorities for funding, and partner with leadership to implement compliance measures. The period of the agreement is April 28, 2019 through April 27, 2020.

34. **REBECCA HERRINGTON** \$20.19 **\$ 42,000.00**

Account: 1001-000000-2042-198100-601009

Ms. Herrington, retiree, will continue to work as a Contract Services Specialist I in Human Resources. She will receive initial death notifications for both current and retired Police Department members, provide agency-wide notifications, partner with family members to assist in the funeral, burial and/or repast arrangements, and represent the Police Department at the final services, including viewings, memorial services and/or funerals. Ms. Herrington will also process floral requests for final services and ensure that communication is provided to Human Resources and Command staff of the needs of the family and of the funeral arrangements. In addition, she will represent the Police Department on visits with members and/or families at hospitals, nursing homes, hospice, and member's homes in cases of imminent passing, and assist with special projects. This is the same hourly rate as in the previous contract period. The period of the agreement is June 27, 2019 through June 26, 2020.

On January 3, 1996, the Board approved a waiver to the Administrative Manual Policy 212-1, Part I, which allowed the Department to hire retirees.

35. a. Create the following grade and salary range:

Classification: Deputy Police Commissioner

Job Code: 10281

Grade: 91P (\$154,510.00 - \$205,500.00)

MINUTES**PERSONNEL**Baltimore City Police Department - cont'db. Upgrade the following classification:

Position Nos.: 46385, 18832, 16646

FROM:

Classification: Deputy Police Commissioner
Job Code: 10281
Grade: 88P (\$180,000.00 Flat)

TO:

Classification: Deputy Police Commissioner
Job Code: 10281
Grade: 91P (\$154,510.00 - \$205,500.00)

c. Create the following position:

Classification: Deputy Police Commissioner
Job Code: 10281
Grade: 91P (\$154,510.00 - \$205,500.00)
Position No.: To be determined by BBMR

d. Abolish the following vacant 4 positions:

Classification: Police Colonel
Job Code: 10280
Grade: 86P (\$146,694.00 Flat)
Position No.: 52619, 46340, 18841, and 19561

e. Create the following 4 positions:

Classification: Operations Director II
Job Code: 00094
Grade: 969 (\$113,196.00 - \$186,856.00)
Position No.: To be determined by BBMR

MINUTES**PERSONNEL**Baltimore City Police Department - cont'df. Abolish the following vacant position:Position No.: 16746

Classification: Operations Manager III

Job Code: 00092

Grade: 960 (\$96,133.00 - \$158,557.00)

g. Abolish the following vacant position:Position No.: 51150

Classification: Agency IT Manager III

Job Code: 10269

Grade: 960 (\$96,133.00 - \$158,557.00)

h. Abolish the following vacant position:Position No.: 46142

Classification: Operations Officer II

Job Code: 00086

Grade: 927 (\$64,505.00 - \$103,208.00)

Costs: \$95,984.00 - 1001-000000-2024-200000-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES

PERSONNEL

Enoch Pratt Free Library

36. Reclassify the following position:

Position No.: 15718

From: Librarian
Job Code: 00656
Grade: 087 (\$42,131.00 - \$50,927.00)

To: Library Program Specialist
Job Code: 00697
Grade: 088 (\$43,855.00 - \$53,134.00)

Cost: \$5,910.00 - 1001-000000-4501-338900-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

37. Reclassify the following vacant position:

Position No.: 15919

From: Media Producer Director I
Job Code: 00643
Grade: 090 (\$47,604.00 - \$57,857.00)

To: Public Relations Officer
Job Code: 01961
Grade: 923 (\$60,655.00 - \$97,277.00)

Cost: \$14,906.00 - 5000-575419-4501-593100-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**

Enoch Pratt Free Library - cont'd

38. Reclassify the following position:

Position No.: 15602

From: Storekeeper I
 Job Code: 00666
 Grade: 078 (\$31,488.00 - \$36,312.00)

To: Purchasing Assistant
 Job Code: 00856
 Grade: 081 (\$34,039.00 - \$40,327.00)

Cost: \$6,750.00 - 1001-000000-4501-339100-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Department of Recreation and Parks

39. Create the following position:

Classification: Park District Manager
 Job Code: 53623
 Grade: 906 (\$51,708.00 - \$82,608.00)
 Position No.: To be assigned by BBMR

Costs: \$77,771.00 - 5000-577719-4781-363900-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**

Department of Recreation and Parks - cont'd

40. Create the following position:

Classification: Office Support Specialist III

Job Code: 33213

Grade: 078 (\$31,488.00 - \$36,312.00)

Position No.: To be assigned by BBMR

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

	<u>Hourly Rate</u>	<u>Amount</u>
41. NANCY JARVIS	\$32.00	\$10,240.00
42. MARGARET GOLDSBOROUGH	\$32.00	\$10,240.00
43. JENNIFER KNIGHTON	\$32.00	\$10,240.00
44. JEFFREY NOLT	\$40.00	\$20,800.00

Mr. Nolt will also serve as Artistic Director of the Youth and Adult Performance Troupe.

Account: 6000-680519-4792-369900-601009

The above-listed individuals (item nos. 41 - 44) will each continue to work as a Contract Services Specialists II (Ice Skating Coach). Their duties will include, but will not be limited to providing instruction in figure skating skills for participants in the "Learn to Skate" and summer camp programs. The program will include skills that are the basis for the U.S. Figure Skating National Proficiency Tests and evaluation of student performance to determine mastery of specific skills and advancement to the next level. These individuals will also assist students in planning an individual presentation program set to music, provide skating instructions to members of the Youth and Adult Performance Troupe, and provide skating instructions to all levels of the Adult Skating Seminar. The period of the agreement is effective upon Board approval for one year.

MINUTES

PERSONNEL

State's Attorney's Office

45. Reclassify the following vacant position:

Position No.: 45894

From: Chief State's Attorney
Job Code: 10963
Grade: 936 (\$80,735.00 - \$129,114.00)

To: Operations Officer V
Job Code: 00089
Grade: 936 (\$80,735.00 - \$129,114.00)

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 200-4.

Department of Transportation

	<u>Rate of Pay</u>	<u>Amount</u>
46. MESFIN LAKEW	\$70.00	\$145,600.00

Account: 1001-000000-2301-248700-601009

Mr. Lakew will work as a Contract Services Specialist II. He will be responsible for prioritizing and completing asset inventories for DOT key physical assesses. (Traffic Signs, Traffic Signals, Pedestrian Signals, Sidewalks and Path, Alleys, Curbs, Medians, Driveway Pavement Markings, etc.). The period of the agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**

Department of Transportation - cont'd

47. Classify the following 3 vacant positions:

Position Nos.: 51473, 51474, 51475

From: New Position
Job Code: 90000
Grade: 900 (\$1.00 - \$204,000.00)

To: Engineer I
Job Code: 72111
Grade: 927 (\$64,505.00 - \$103,208.00)

Cost: \$165,577.80 - 2024-000000-5480-395700-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

48. Classify the following position:

Position No.: 51448

From: New Position
Job Code: 90000
Grade: 900 (\$1.00 - \$204,000.00)

To: GIS Analyst
Job Code: 33187
Grade: 927 (\$64,505.00 - \$103,208.00)

Cost: \$19,947.87 - 2024-000000-5480-395700-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES

PERSONNEL

Department of Transportation - cont'd

49. Classify the following position:

Position No.: 51451

From: New Position
Job Code: 90000
Grade: 900 (\$1.00 - \$204,000.00)

To: Customer Care Analyst III
Job Code: 34265
Grade: 084 (\$37,741.00 - \$45,044.00)

Cost: \$68,947.87 - 2024-000000-5480-782700-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfer of Funds

listed on the following page:

2059

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 Recreation and Parks</u>		
1. \$ 10,000.00	9938-909064-9475	9938-910064-9474
1 st Parks & Public	FY16 Athletic	FY16 Athletic
Facilities	Field Renovation	Field Renovation
	(Reserve)	(Active)

This transfer will provide funds to cover the costs associated with the advertisement of RP 19803, Patterson Park Athletic Lights.

MINUTES

Department of Transportation - Amendment No. 3 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 3 to Agreement (Amendment No. 3) under Project No. 1225, On-Call Design Consultant Services for Resurfacing and Reconstruction Projects with Johnson, Mirmiran & Thompson, Inc. Amendment No. 3 will extend the period of the agreement through April 28, 2021.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - increase in upset limit

BACKGROUND/EXPLANATION:

On April 29, 2015, the Board approved the original agreement for \$1,000,000.00 for a period of two years to assist the Transportation, Engineering & Construction Division in providing various on-call engineering services for the proposed improvements to the City's system of Streets and Highways.

On May 10, 2017 the Board approved Amendment No. 1 to allow a one year time extension to complete numerous ongoing services ranging from roadway design, Storm Water Management, Expedited Review, construction phase review, survey and other support services to complete on going tasks.

On May 9, 2018 the Board approved Amendment No. 2, which extended the agreement for one year and increased the upset limit by \$500,000.00 to continue design services of in-design projects.

Amendment No. 3 will increase the upset limit to ensure support on the development of the Program Management office, expedite reviews, and contract manager support services. This increase will make the upset limit total \$2,500,000.00.

MINUTES

Department of Transportation - cont'd

MBE/WBE PARTICIPATION:

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

MBE: 27%

WBE: 10%

AUDITS NOTED THE TIME EXTENSION AND THE INCREASE IN UPSET LIMIT AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 3 to Agreement under Project No. 1225, On-Call Design Consultant Services for Resurfacing and Reconstruction Projects with Johnson, Mirmiran & Thompson, Inc.

MINUTES

Department of Transportation - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 017 to Sabra & Associates, Inc. under Project 1209, On-Call Traffic Engineering Services. The period of the task assignment is 12 months.

AMOUNT OF MONEY AND SOURCE:

\$196,143.71 - 1001-000000-2301-249800-603026

BACKGROUND/EXPLANATION:

This task will provide for a GIS Analyst and GIS Technician on-site for a minimum of three days per week, supporting various Department technical efforts.

MBE/WBE PARTICIPATION:

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

MBE: 27%

WBE: 10%

Although the Consultant has not met the 27% MBE goal, they have achieved 20% of the MBE goal and there remains enough capacity to meet the goal. The Consultant has exceeded the WBE goal of 10.00%, they achieved a WBE goal of 19%.

MWBOO APPROVED ON MARCH 4, 2019.

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Department of Transportation - cont'd

UPON MOTION duly made and seconded, the Board approved assignment of Task No. 017 to Sabra & Associates, Inc. under Project 1209, On-Call Traffic Engineering Services.

MINUTES

Department of Recreation and Parks - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 025 to Rummel, Klepper & Kahl, LLP under Project No. 1232, On-Call Engineering Design Services for Renovations and Improvements of Various Park and Recreation Facilities. The period of the services under Task No. 025 is approximately 12 months.

AMOUNT OF MONEY AND SOURCE:

\$42,385.56 - 9938-915074-9474-900000-703032

BACKGROUND/EXPLANATION:

This task will include engineering services for Erdman Avenue Flooding.

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 25% MBE AND 10% WBE.

Including this task, the Consultant has achieved goals of 31.43% MBE and 5.27% WBE.

THIS EAR WAS APPROVED BY MWBOO ON FEBRUARY 26, 2019.

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

MINUTES

Department of Recreation and Parks - cont'd

TRANSFER OF FUNDS

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
2.	\$ 45,000.00	9938-914074-9475	9938-915074-9474
	2 nd Parks &	Park Roadway	Park Roadway
	Public Facilities	Improvements	Improvements
		(Reserve)	(Active)

This transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1232, Task No. 25 to Rummel, Klepper & Kahl, LLP.

UPON MOTION duly made and seconded, the Board approved assignment of Task No. 025 to Rummel, Klepper & Kahl, LLP under Project No. 1232, On-Call Engineering Design Services for Renovations and Improvements of Various Park and Recreation Facilities. 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

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the purchase of gift cards for client incentives for the HIV/STD Prevention Outreach Program.

AMOUNT OF MONEY AND SOURCE:

\$1,500.00 - 5000-569719-3023-273309-604051
5,000.00 - 5000-522319-3030-271500-604051
\$6,500.00 - 1,300 Burger King Gift Cards @ \$5.00 ea.

BACKGROUND/EXPLANATION:

The gift cards will be distributed to help reduce the number of new HIV infections and improve the health of persons living with HIV/AIDS. In addition, to enhance staff ability to attract those encountered to receive counseling and testing on the STD/HIV testing van.

The STD/HIV Prevention Program adheres to all policies associated with the usage of incentives and has sufficient procedures in place to address the safeguarding and accountability of incentives.

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

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Health Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the purchase of gift cards for client incentives for the HIV/STD Prevention Outreach Program.

MINUTES

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the purchase of gift cards for youth participants in the Office of Youth and Trauma Services, School-Based Violence Prevention Project.

AMOUNT OF MONEY AND SOURCE:

\$1,500.00 - 150 Visa gift cards @ \$10.00 ea.
1,250.00 - 25 Visa gift cards @ \$50.00 ea.
\$2,750.00 - 4000-429519-3160-308600-603026

BACKGROUND/EXPLANATION:

The goals of this new initiative, Family Resilience Project (FRP) is to increase access to trauma informed services by developing a continuum of care supporting urgent needs of children and youth impacted by the opioid epidemic, reducing geographic gaps in services related to youth impacted by the opioid epidemic by identifying, understanding, and coordinating resources to heavily impacted areas to enhance the relationship between law enforcement and organizations providing services to youth through the development of a trauma-informed, multidisciplinary response.

Providing tangible incentives will support overall program success as well as youth recruitment, enrollment and participation. Other programs like Supporting Male Survivors of Violence and the school-based violence prevention program, Youth Services and Advocacy Project (YSAP), have had documented success with using gift cards for client incentives. These programs have a tracking and monitoring system for gift card allocation and dissemination.

The Department has a consolidated policy to account for the purchase, distribution, and documentation of all incentive cards. The central tenets of this policy account for: 1) a single means of procuring all incentive cards through the Board of Estimates; 2) the documentation of each incentive card and its

MINUTES

Health Department - cont'd

recipient; 3) a monthly reconciliation for all purchases that account for all distributed and non-distributed cards, and; 4) periodic internal review of programs' activity vis-à-vis the internal policy which is to be shared with the Department of Audits.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the purchase of gift cards for youth participants in the Office of Youth and Trauma Services, School-Based Violence Prevention Project.

MINUTES

Health Department - Revised Notices of Award

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the three Revised Notices of Awards (NoA) from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On July 25, 2018, the Board approved the initial NoA for the Project titled, "Baltimore City Teen Dating Violence and Youth Violence Prevention Addressing Shared Risk Factors" for \$325,000.00 for the period of September 1, 2018 through August 31, 2019.

On November 15, 2018, the Department received the first revised NoA, which approved the modified budget and redirection of funds submitted by the Department on October 1, 2018.

On February 26, 2019, the Department received the second revised NoA, which approved redirection of funds submitted by the Department on February 19, 2019.

On March 22, 2019, the Department received the third revised NoA, which approved carryover of unobligated funds for \$81,278.00 from budget period 02 to budget period 03.

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

MINUTES

Health Department - cont'd

The Revised NOA's are late because of a delay in the administrative review process.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the three Revised Notices of Awards from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

MINUTESHealth Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2018 through June 30, 2019, unless otherwise indicated.

1. **TOTAL HEALTH CARE, INC.** **\$ 275,000.00**

Account: 5000-569719-3023-273369-603051

Total Health Care, Inc. will conduct Early Intervention Services, including the provision of targeted HIV testing to help clients who are unaware of their HIV status, receive referral to HIV care and treatment if found to be HIV infected.

The organization will also provide outreach and Health Education Risk reduction HERR services.

The agreement is late because the State of Maryland, Department of Health and Mental Hygiene's Prevention and Health Promotion Administration programmatically manages Ryan White Part B HIV/AIDS State Special Services. The Providers are asked to submit a budget, budget narrative, and scope of services. The Department thoroughly reviews the entire package before preparing a contract and submitting it to be the Board. These budgets are many times revised because of inadequate information from the providers. The review is required to comply with the grant requirements.

2. **INDEPENDENT LIVING FOUNDATION, INC.** **\$ 494,831.00**

Account: 5000-569719-3023-273328-603051

Independent Living Foundation, Inc. will provide oral health services for persons living with HIV/AIDS. The Independent Living Foundation Inc. provides oral health services specifically for preventive, diagnostic, restorative periodontics, prosthodontics, endodontic, root canals, and crowns.

MINUTES

Health Department - cont'd

The agreement is late because the State of Maryland, Department of Health and Mental Hygiene's Prevention and Health Promotion Administration programmatically manages State Special Services. The Providers are asked to submit a budget, budget narrative, and scope of services. The Department thoroughly reviews the entire package before preparing a contract and submitting it to the Board. These budgets are many times revised because of inadequate information from the providers. The review is required to comply with the grant requirements.

MWBOO GRANTED A WAVIER.

3. **EPIC ART UNIVERSE, LLC** **\$ 5,400.00**

Accounts: 4000-483319-3160-308000-603051

Epic Art Universe, LLC will implement a multi-dimensional design course intended to teach students the fundamentals of using technology to create imagery that can be used for marketing, creative expression and digital purposes. The skillset developed during the course will teach students how to both use industry level design software and cutting edge apps to convey preventive based messages for anti-violence. The period of the agreement is May 8, 2019 through August 31, 2019.

4. **GOVANS CENTER FOR RETIRED PERSONS, INC.** **\$ 49,353.00**

Account: 4000-433518-3024-768906-603051

Govans Center for Retired Persons, Inc. operates a senior program, which serves as the community focal point for seniors and their caregivers. Services to be provided include, but are not be limited to, social, recreational, and educational programs, information and assistance, outreach, wellness and transportation. The period of the agreement is October 1, 2018 through September 30, 2019.

The agreement is late because of the administrative delays.

MINUTES

Health Dept. - cont'd

5. **ASSOCIATED BLACK CHARITIES, INC. (ABC)** **\$1,422,770.00**

Account: 4000-498719-3023-606101-603051	\$ 79,042.00
4000-498719-3023-606102-603051	\$1,343,728.00

The Associated Black Charities, Inc. (ABC), as the Fiscal Agent for Minority AIDS Initiative (MAI) will be responsible for providing the day-to-day fiscal administration, contracting and monitoring of provider expenditures to ensure the reasonableness of reimbursements requested by direct service providers and to be in compliance with contractual fiscal requirements. During this term, the Department will be responsible for the programmatic services of Ryan White Part-A, including the Request For Proposal, selection of direct service providers, review of programmatic reports, and programmatic monitoring of providers. The purpose of the Ryan White Part-A Minority AIDS Initiative program is to improve HIV-related health outcomes to reduce existing racial and ethnic health disparities. The period of the agreement is March 1, 2019 through February 29, 2020.

The Agreement is late because the Notice of Award was approved on March 13, 2019. The Board also approved a two-month advance of funds to ABC for the continuation of Minority AID/S Initiative services \$13,174.00 for administrative services and \$223,954.00 for Subgrantee service providers while subgrantee budgets were being prepared.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

6. **ASSOCIATED BLACK CHARITIES, INC. (ABC)** **\$12,810,601.00**

Account: 4000-427719-3023-273302-603051	\$ 571,736.00
4000-427719-3023-273303-603051	\$12,238,865.00

The Associated Black Charities, Inc. (ABC), as the Fiscal Agent will be responsible for providing the day-to-day fiscal administration, contracting and monitoring of provider expenditures to ensure the reasonableness of reimbursements requested by direct service providers and to be in compliance with contractual fiscal requirements. During this term, the Department will be responsible for the programmatic services of Ryan White Part-A, including the Request For Proposal, selection of direct service providers, review of programmatic reports, and programmatic monitoring of providers. The period of the agreement is March 1, 2019 through February 29, 2020.

The Agreement is late because the Notice of Award was approved on March 13, 2019. The Board also approved a two month advance of funds to ABC for the continuation of Minority AID/S Initiative services, \$95,282.00 for Administrative services and \$2,140,184.00 for sub-recipient's service providers while subgrantee budgets were being prepared.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

President: "The first item on the non-routine agenda can be found on -- pages 62 through 63, Health Department Agreements, items five and six, Associated Black Charities, Inc. Will the parties please come forward."

MINUTES

Mayor: "Somebody needs to come and explain this. Where is the Health Department?"

Comptroller: "Were they notified?"

Mayor: "Somebody better have been notified. They know it's going to be on the agenda."

President: "Are you -- were you um -- State -- are you from the Health Department? State your um -- name and title and continue."

Ms. Leslie Thompson, Health Department Director of Finance: "My name is Leslie Thompson. I'm Director of Finance at the Health Department."

Alberta Lin Ferrari, Director of Ryan White Program A: "Lin Ferrari, Director of the Ryan White Program."

Mayor: "We need to know what this is?"

Ms. Lin Ferrari: "So, ABC is the fiscal agent for the Ryan White Program. It served as the fiscal agent for multiple years. Um -- Ryan White Program receives funding for HIV and AIDS and they are the ones responsible for executing the contracts and reimbursing the providers."

MINUTES

Mayor: "Um -- were going to umm -- pull this and ask that you guys come back. Make a motion to --"

City Solicitor: "I -- I move Madam President that this matter be deferred for up to two weeks for further scheduling."

Comptroller: "I second the motion."

President: "All of those in favor say Aye."

City Solicitor: "You will be contacted."

Ms. Leslie Thompson: "Okay, thank you."

Ms. Lin Ferrari: "Thank you."

President: "The motion carries."

* * * * *

UPON MOTION duly made and seconded, the Board approved and authorized execution of item nos. one through four. The Board **DEFERRED** item nos. 5 and 6 for two weeks.

MINUTES

Health Department - Second Amendment to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Second Amendment to Agreement (Second Amendment) with HealthCare Access Maryland, Inc.

AMOUNT OF MONEY AND SOURCE:

\$278,108.00 - 4000-403319-3001-599000-603051

BACKGROUND/EXPLANATION:

On July 25, 2018, the Board approved the original agreement in the amount of \$529,913.00 for the period May 1, 2018 through April 30, 2019. On January 9, 2019, the Board approved the Amendment to Agreement in the amount of \$235,455.00, making the total award amount \$765,368.00.

On February 13, 2019, the Board approved the Amendments to the Notice of Grant Award that approved the Department's revised Implementation Plan and budget and approved Ms. Shelly Choo, as the Project Director. The Amended Notice of Award also approved the Department's carryover request in the amount of \$426,848.00 from Year 1 (May 1, 2017 through April 30, 2018) to Year 2 (May 1, 2018 through April 30, 2019).

The Second Amendment increases the agreement by \$278,108.00 for additional services and makes the total award amount \$1,043,476.00. All other terms and conditions of the original agreement remain unchanged.

This Amendment to Agreement is late because budget revisions delayed processing.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Second Amendment to Agreement with HealthCare Access Maryland, Inc.

MINUTES

Health Department - Ratification of the First Addendum to Memorandum of Understanding and First Addendum to Space Occupancy License Agreement

ACTION REQUESTED OF B/E:

The Board is requested to ratify the First Addendum to Memorandum of Understanding (MOU) and First Addendum to Space Occupancy License Agreement with the Johns Hopkins University (JHU), Licensor. The First Addendum to the MOU extends the period of the MOU through September 30, 2019 and runs concurrent with the period of the Space Occupancy License Agreement.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On March 21, 2018, the Board approved the MOU and Space Occupancy License Agreement with the JHU for the period of October 1, 2017 through September 30, 2018. The period of the MOU would automatically renew for successive one-year periods if the Space Occupancy License Agreement was renewed.

The First Addendum to the MOU included the expansion of comprehensive clinical and social services at the 908 Washington Boulevard location. Services included (a) Sexually Transmitted Infection (STI) testing, treatment and education, (b) HIV Prevention education, testing, pre-exposure prophylaxis, as well and HIV treatment, (c) Hepatitis C Testing, linkage to care, treatment and education, (d) substance use disorder education and linkage to care, (e) Opioid use disorder evaluation and treatment, (f) wound care, and modified Article 1, Party Obligations and Article, 8, Notices.

MINUTES

Health Department - cont'd

The First Addendum to the Space Occupancy License Agreement incorporated clinical services provided by the Health Department at the 908 Washington Boulevard location and revised clinical sessions to Tuesday through Friday, 12 pm - 8 pm, unless agreed to by the parties. All other terms and conditions of the Space Occupancy License Agreement remain in full force and effect.

The First Addendum to the MOU and First Addendum to the Space Occupancy License Agreement are late because revisions delayed processing.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified the First Addendum to Memorandum of Understanding and First Addendum to Space Occupancy License Agreement with the Johns Hopkins University, Licensor. The Mayor **ABSTAINED**.

MINUTES

Health Department - Revised Notice of Award

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the Third Revised Notice of Award (NoA) from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. The Revised NoA extends the period of the award through September 29, 2019.

AMOUNT OF MONEY AND SOURCE:

\$235,000.00 - 4000-422618-3030-271500-404001

BACKGROUND/EXPLANATION:

On August 16, 2017, the Board approved the original NoA for \$235,000.00 for the period of September 30, 2017 through September 29, 2018.

On May 9, 2018, the Board approved first revised NoA, which approved the change in Principal Investigator from Patrick Chaulk to Adena Greenbaum. The Board also approved the second revised NoA, which corrected the date of the original notice from December 27, 2017 to December 28, 2017.

This Revised NoA will approve supplemental funds for \$235,000.00 and extend the grant period through September 29, 2019. All other terms and conditions issued under the original award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

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

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Health Department - cont'd

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

MINUTES

Department of Public Works/Office - Partial Release of
of Engineering and Construction Retainage Agreement

The Board is requested to approve and authorize execution of the release of retainage agreements with the following contractors for the various contracts:

	<u>Contractor</u>	<u>Contract No.</u>	<u>Amount</u>
1.	SPINIELLO COMPANIES	SC 953	\$244,660.00

Account: 9956-906647-9551-000000-200001

As of December 5, 2018, Spiniello Companies Contract for SC-953 achieved 50% completion milestone as expressed in terms of monies earned excluding stored material. The Contractor has requested a Partial Release of Retainage for \$244,660.00. Currently the City is holding \$611,650.00 in retainage for the referenced project. The remaining amount of \$366,990.00 is sufficient to protect the interest of the City.

2.	AMERICAN CONTRACTING AND ENVIRONMENTAL SERVICES INC.	WC 1183	\$352,000.00
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Account: 9960-901916-9557-000000-200001

As of June 25, 2018, American Constructing and Environmental Services, Inc. has completed 100% of all work for Water Contract No. 1183. The Contractor has requested a Partial Release of Retainage for \$352,000.00. Currently, the City is holding \$502,053.43 in retainage for the referenced project and the contractor is requesting to reduce the amount of retainage to \$151,053.54. The remaining amount of \$151,053.54 is sufficient to protect the interest of the City.

MWBOO APPROVED THE RELEASES OF RETAINAGE.

MINUTES

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

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 release of retainage agreements with the above-listed contractors for the various contracts.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 2 to Agreement (Amendment No. 2) with HDR Engineering, Inc., under SC 951, Comprehensive BioSolids Plan (CBP). This Amendment No. 2 will extend the period of the agreement for an additional one-year period through December 16, 2019 or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$ 50,022.09 - Baltimore City
60,817.91 - Baltimore County
\$110,840.00 - 9956-928009-9551-900020-703032

BACKGROUND/EXPLANATION:

On December 16, 2015, the Board approved the original agreement for a 2-year period with an upset limit amount of \$979,480.91. On October 25, 2017, the Board approved Amendment No. 1 to extend the period of the agreement for 1-year through December 16, 2018.

This Amendment No. 2 will extend the agreement for an additional 1-year period through December 15, 2019 and increase the upset limit from \$979,480.91 to \$1,090,320.91. Under the terms of Amendment No. 2, the Consultant will continue providing engineering services to further evaluate the Thermal Hydrolysis Anaerobic Digestion Process (THADP) for stabilization of solids from the Patapsco and Back River Wastewater Treatment Plants (WWTPs).

Further evaluations are required to determine the capability of the THADP with continued production of compost and dried biosolids to serve current end use markets for Patapsco and Back River biosolids. Further evaluations include site visits to several European facilities that employ the THADP and heat drying, to gain first-hand observations of design and operations and maintenance requirements of combined THADP and drying and characteristics of

MINUTES

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

the dried bio-solids. At present, there is only one operating THADP facility in the US that does not dry the THADP solids, which necessitates travel to European facilities. Also included in the further evaluations is laboratory scale pilot testing of the THADP on the Pataspco and Back River solids to confirm process performance, potential impacts on enhanced nutrient removal at the WWTPs, and the ability of the City to market the THADP, and dried bio-solids as a biofuel, an important end use for dried solids currently produced at WWTPs. The laboratory scale pilot testing on the THADP will be performed by Bucknell University (Bucknell). Additional funding requested for Amendment No. 2 will support the costs of travel for European site visits and Bucknell's fees for the pilot testing, both of which are essential for the City to make a fully-informed decision on a final bio-solid management alternative that best meets the City's interests and objectives for the Comprehensive Bio-solids Plan.

The scope of original agreement includes the Consultant developing the CBP, which will address solids processing from primary and waste activated sludge, thickening through production and end users of the bio-solids products for the City's Patapsco and Back River WWTPs. The CBP will also evaluate opportunities for co-processing solid wastes such as fats, oil, and greases, and separated food wastes with the WWTPs solids for increasing the production of renewable biogas energy and increasing overall energy efficiency in bio-solids operations. All other terms and conditions of the original agreement remain unchanged.

THE EAR WAS APPROVED BY MWBOO ON 1/2/2019.

MBE/WBE PARTICIPATION:

The Consultant will comply with the Article 5, Subtitle 28, of the Baltimore City Code and the 27.19% MBE and 10.35% WBE goals assigned to the original agreement.

MINUTES

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

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
3. \$ 54,023.86 Wastewater Revenue Bonds	9956-925009-9549 Comprehensive Biosolids Mgmt.	
65,683.34	" "	
<u>County Revenue</u>	-----	9956-928009-9551-3
\$119,707.20		Design and Study

The transfer will cover the costs of SC 951, Amendment No. 2, Comprehensive Biosolids Plan.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 2 to Agreement with HDR Engineering, Inc., under SC 951, Comprehensive BioSolids Plan. 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 Public Works/Office - Task Assignment
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 2 to KCI Technologies, Inc., under Project 1266 K On-Call Wastewater Engineering Services. The period of the services to be completed under Task No. 2 is approximately 26 months.

AMOUNT OF MONEY AND SOURCE:

\$249,999.94 - 9956-905343-9551-900020-703032

BACKGROUND/EXPLANATION:

The Consultant will provide field and technical engineering support for wastewater engineering projects managed by the Office of Engineering & Construction.

The scope of the original agreement includes: to provide on call wastewater engineering services related to evaluation assessment and design of rehabilitation, repairs, maintenance, and new construction to improve the City sanitary system. Also includes project and construction management services, immediate response, investigation and inspections of sanitary system emergencies and providing recommended corrective measures, geotechnical engineering, subsurface exploration services and various field inspections.

THE EAR WAS APPROVED BY MWBOO ON 3/12/2019.

MBE/WBE PARTICIPATION:

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

MINUTES

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

MBE: 27%

WBE: 10%

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 2 to KCI Technologies, Inc., under Project 1266 K On-Call Wastewater Engineering Services.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Amendment No. 2 to Agreement (Amendment) with EMA, Inc. under W.C. 1223 Post Award Services Advanced Metering Infrastructure & Water System Installation Services. This is the 2nd Amendment to Agreement that will increase the duration time of the contract by one year for a total contract duration time of six years. The period of the Amendment is March 5, 2019 through March 5, 2020.

AMOUNT OF MONEY AND SOURCE:

\$ 0.00 - 9960-905647-9557-900020-703032

BACKGROUND/EXPLANATION:

The Office of Customer Service and Support Division (CSSD) requests a one year time extension to the current contract. Funding remains, therefore, this is a time extension only. The Automated Meter Infrastructure/Reading (AMI/R) project is in the closeout stage. The Department of Public Works (DPW) recognizes the need for continuing assistance and support to achieve a successful transition from project implementation to ongoing operations. EMA, Inc. will assist with this transition and development of a sustainability program to address long term needs.

The scope of the original agreement includes: resources to assist DPW with the implementation of the Automated Meter Infrastructure/Reading (AMI/R) project. EMA, Inc. has provided the following services: project management, supervisors, and on-site field staff to observe work performed by the contractor, functional consultants and programmers to assist with the implementation of AMI software conversions and integration of AMI/R with both the existing billing system and new Construction Information Service (CIS), and project administration support throughout the entire project.

MINUTES

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

THE EAR WAS APPROVED BY MWBOO ON 3/15/2019.

MBE/WBE PARTICIPATION:

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

MBE: 10%

WBE: 5%

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 2 to Agreement with EMA, Inc. under W.C. 1223 Post Award Services Advanced Metering Infrastructure & Water System Installation Services.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Rivus Consulting, LLC under Project No. 1277, Project Management Services for the City's MS4 Stormwater Permit Program. The period of the agreement is effective upon Board approval for three years or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - 2072-000000-5181-390700-603026

BACKGROUND/EXPLANATION:

The Office of Engineering & Construction is requesting for approval of Project No. 1277.

The scope of the original agreement includes: program management Services including prioritizing, scheduling, monitoring, managing and reviewing all projects designed. Coordinate project implementation with the City departments, utilities and other agencies to minimize City wide disruptions and reduce construction costs. Streamline design approach including design standardization and Standard Operating Procedures (SOP) creation to increase design efficiency and reduce overall costs. Provide field assessments of a stream segment, an existing Best Management Practice (BMP) or a storm drain system on as needed basis. Provide alternate solutions and biddable documents on an as needed basis. Assist the City in providing information to the City agencies, citizens, or any other interested entities relating to the City's MS4 Permit Program and individual projects/contracts. Provide on-site support staff on as needed basis. Support hydraulic modeling on as needed basis. Develop and maintain key performance indicators to reflect the City's progress toward its MS4 Permit and total Maximum Daily Load Goals.

MINUTES

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

MBE/WBE PARTICIPATION:

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and the Minority and Business Women's Enterprise goals established in the agreement are MBE: 29% and WBE: 10%.

MBE: NMP Engineering Consultants, Inc.	\$ 70,000.00	7%
DM Enterprises of Baltimore, LLC.	\$ 50,000.00	5%
Peer Consultants, P.C.	\$ 30,000.02	3%
Rivus Consulting, LLC*	\$140,000.00	14%
	\$290,000.02	29%
 WBE: Stormwater Consulting, Inc.	 \$100,000.00	 10%

*Indicates Self-Performance.

APPROVED FOR FUNDS BY FINANCE.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Rivus Consulting, LLC under Project No. 1277, Project Management Services for the City's MS4 Stormwater Permit Program.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

1. ALL CAR LEASING, INC.

d/b/a NEXTCAR	\$500,000.00	Renewal
Contract No. B50004356 - Leasing 4 x 4 Sport Utility Vehicles - Department of Transportation and Baltimore City Police Department - P.O. No. P533819		

On December 9, 2015, the Board approved the initial award in the amount of \$700,000.00. The award contained two renewal options. Subsequent actions have been approved. This final renewal in the amount of \$500,000.00 is for the period May 1, 2019 through April 30, 2020. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

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

MWBOO GRANTED A WAIVER.

2. C.N. ROBINSON LIGHTING

SUPPLY COMPANY	\$ 0.00	Renewal
Baltimore Regional Cooperative Purchasing Committee (BRCPC) - Contract No. 15-021 - Lamps and Ballasts Large, and Specialty - Citywide - P.O. No. P531583		

On June 3, 2015, the Board approved the initial award in the amount of \$300,000.00. The award contained four renewal options. Three renewals options have been exercised. This is a specialty cooperative contract through the BRCPC with Anne Arundel County as the lead agency. This final renewal in the amount of \$0.00 is for the period May 1, 2019 through April 30, 2020. The above amount is the City's estimated requirement.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

MBE/WBE PARTICIPATION:

On May 14, 2015, it was determined that no goals would be set because there is no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

- | | | |
|--|---------------------|----------------|
| 3. <u>INNOVYZE, INC.</u> | <u>\$ 40,200.00</u> | <u>Renewal</u> |
| Contract No. 08000 - InfoWorks Software License Agreement - Department of Public Works - Bureau of Water and Wastewater - P.O. No. P539542 | | |

On April 26, 2017, the Board approved the initial award in the amount of \$30,150.00. The award contained four 1-year renewal options. On February 28, 2018, the Board approved the first renewal in the amount of \$30,150.00. This second renewal in the amount of \$40,200.00 will provide for the continuation of modeling and mapping of the sewerage systems. The period of the renewal is January 15, 2019 through January 14, 2020, with two 1-year renewal options remaining.

MBE/WBE PARTICIPATION:

Not applicable. This meets the requirement for certification as a sole source procurement. The proprietary software and support is only available from the vendor.

- | | | |
|--|---------------------|----------------|
| 4. <u>AIRGAS USA, LLC</u> | <u>\$100,000.00</u> | <u>Renewal</u> |
| Contract No. B50003997 - Welding Equipment and Supplies - Department of General Services - Fleet Management - P.O. No. P531066 | | |

On April 22, 2015, the Board approved the initial award in the amount of \$150,000.00. The award contained two renewal

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

options. On May 16, 2018, the Board approved the first renewal in the amount of \$50,000.00. This final renewal in the amount of \$100,000.00 is for the period April 22, 2019 through April 21, 2020. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On March 13, 2015, it was determined that no goals would be set because of no opportunity to segment the contract. This is a purchase of commodities from an authorized welding equipment and supply vendor.

MWBOO GRANTED A WAIVER.

- | | | |
|-----------------------|--------------|---------|
| 5. PITNEY BOWES, INC. | \$ 64,451.14 | Renewal |
|-----------------------|--------------|---------|
- Contract No. 06000 - Pitney Bowes Inserter and Sorter Equipment Maintenance - Office of the Comptroller - Municipal Post Office - P.O. No. P535523

On May 13, 2009, the Board approved the initial award in the amount of \$42,451.02. The initial award contained four renewal options. All renewal options have been exercised. On May 18, 2016, the Board approved a new agreement in the amount of \$123,653.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$64,451.14 is for the period May 1, 2019 through April 31, 2020. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On June 6, 2008, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

6. PETERBILT OF BALTIMORE, LLC	\$ 998,940.00	Increase
Contract No. B50005368 - Sixteen Cubic Yard Load Packers - Department of General Services, Fleet Management - P.O. No. P544052		

On May 30, 2018, the Board approved the initial award in the amount of \$4,162,490.00. On September 26, 2018, the Board approved an increase in the amount of \$998,940.00. This second increase in the amount of \$998,940.00 is necessary to purchase six additional 16 cubic-yard load packers, which will replace older equipment in the City's fleet as part of Fleet Management's planned replacement program. This increase will make the award amount \$6,160,370.00. The contract expires on May 29, 2019. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On May 15, 2017, MWBOO determined that no goals would be set because of no opportunity to segment the contract. This is a commodity purchased from an authorized dealer who is required to provide associated pre-delivery inspection and warranty parts.

MWBOO GRANTED A WAIVER.

7. PORT CITY EQUIPMENT COMPANY	\$ 50,000.00	Increase
Contract No. B50004990 - OEM Parts and Service for Scag Lawn Mowers - Department of General Services, Fleet Management Division - P.O. No. P539554		

On May 12, 2017, the City Purchasing Agent approved the initial award in the amount of \$24,000.00. This increase in the amount

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

of \$50,000.00 is necessary to continue purchasing O.E.M. Parts and Service for Scag Lawn Mowers for the Department of General Services, Fleet Management Division. The contract expires on May 14, 2020 with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

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

- 8. MILTON S. HERSHEY

<u>MEDICAL CENTER</u>	<u>\$ 50,000.00</u>	<u>Selected Source</u>
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 Contract No. 06000 - Non Emergent Air Transportation Services - Health Department - Req. No. R819508

Medical air transportation services for critical care patients are provided by the Maryland Department of Health (MDH) through the Transportation Grants program. The MDH protocol states "All Air Ambulance transport costs for Maryland Medicaid Recipient will be paid by the Baltimore City Health Department through the Transportation Grants Program.

The State of Maryland must license all air ambulance service companies. The company named above is licensed by the MDH. The MDH protocol further states, "This unit (City Health Department) will screen all calls as to eligibility and medical necessity, and the appropriate transportation will be arranged when approved."

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

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Procurement - cont'd

MBE/WBE PARTICIPATION:

On April 3, 2019, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

- | | | | |
|----|---|--------------|-----------|
| 9. | CINTAS CORPORATION NO. 2 | \$700,000.00 | Agreement |
| | Omnia Cooperative Contract No. RBB19002 - Facilities Management Products and Solutions - Departments of Public Works, General Services, etc. - Req. No. N/A | | |

The Board is requested to approve and authorize execution of an Agreement with Cintas Corporation No. 2. The period of the agreement is April 1, 2019 through October 31, 2023, with two 2-year renewal options.

Uniform rental and cleaning services will be purchased from Omnia Contract No. RBB19002 - Facilities Management Products and Solutions, a cooperative inter-local agreement competitively bid by Prince Williams County Public Schools as the lead procuring agency.

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

MBE/WBE PARTICIPATION:

On April 3, 2019, it was determined that no goals would be set because of no opportunity to segment the contract. Uniforms must be tracked with proprietary software and tagging system throughout the process to keep the assigned uniforms associated with the appropriate employee.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

MWBOO GRANTED A WAIVER.

- | | | |
|--|---------|-----------|
| 10. SAF-GUARD SAFETY SHOE
CO. | \$ 0.00 | Agreement |
| County of Fairfax, Virginia Cooperative Contract No. 4400008194 - Safety Shoes - Finance - Risk Management, Occupational Safety - Req. No. N/A | | |

The Board is requested to approve and authorize execution of an Agreement with Saf-Guard Safety Shoe Co. The period of the agreement is January 30, 2019 through January 31, 2021, with two 1-year renewal options at the sole discretion of the City.

On January 30, 2019, the Board awarded Contract No. 4400008194 - Safety Shoes for the Office of Risk Management, Occupational Safety in the amount of \$250,000.00.

MBE/WBE PARTICIPATION:

On January 17, 2019, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

- | | | |
|--|--------------|-----------|
| 11. ARUNDEL SERVICES, INC.
dba ACTION ELEVATOR CO. | \$200,000.00 | Extension |
| Contract No. 06000 - Elevators/Escalators Services for the Baltimore Convention Center - Baltimore Convention Center - P.O. Nos. P544995 and P545576 | | |

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

On August 31, 2018, the City Purchasing Agent approved the initial award in the amount of \$24,999.00. On October 17, 2018, the Board approved an increase in the amount of \$200,000.00. An extension and increase is necessary for urgent elevator and escalator repairs and maintenance for Baltimore Convention Center while a new bid is in progress. The contract expired on March 31, 2019. The extension is for the period April 1, 2019 through October 31, 2019.

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

MBE/WBE PARTICIPATION:

Not applicable. Initial procurement approved as urgent procurement.

12. KEY RECYCLING, LLC

PATUXENT MATERIALS, INC.	\$ 0.00	Extension
Contract No. B50003473 - Recycling of Milled Asphalt - Department of Transportation - P.O. Nos. P527031 and P527032		

On April 30, 2014, the Board approved the initial award in the amount of \$100,000.00. The award contained three renewal options. Subsequent actions have been approved and all renewal options have been exercised. An extension is necessary to allow the Department of Transportation to continue to dispose of milled asphalt at the recycling facilities while a new solicitation is awarded. The period of the extension is May 1, 2019 through November 30, 2019. The above amount is the City's estimated requirement.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

MBE/WBE PARTICIPATION:

On March 27, 2014, it was determined that no goals would be set because of no opportunity to segment the contract. Contractors are required to have an asphalt facility to accept the City's asphalt milled from road surfaces. All trucking services are provided by the City.

MWBOO GRANTED A WAIVER.

- 13. a. ALLEC, LLC
- b. C & W CONSTRUCTION COMPANY
- c. RETRO ENVIRONMENTAL, INC.

\$ 46,792.00	Ratification
<u>1,003,208.00</u>	and Renewal
<u>\$1,050,000.00</u>	

Contract No. B50004287 - Hazardous Abatement Services - Department of General Services - P.O. Nos. P534246, P534247, and P534248

On January 20, 2016, the Board approved the initial award in the amount of \$1,000,000.00. The award contained two 1-year renewal options. On February 1, 2017, the Board approved an increase in the amount of \$2,000,000.00. This ratification is necessary as a result of spending resulting from work previously done prior to the contract expiring. The period of the ratification is January 31, 2019 through April 17, 2019. The period of the renewal is April 17, 2019 through January 30, 2020, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 17% MBE AND 5% WBE. On March 28, 2019, C&W Construction Company were found in compliance. On March 21, 2019, Allec, LLC and Retro Environmental, Inc. were found in non-compliance. Vendors will be subject to contract termination in the event they are unable to come into compliance.

	<u>Commitment</u>	<u>Performed</u>	
a. <u>ALLEC, LLC</u>			
MBE: Young's Floor Service and Remodeling Co., Inc.	17%	\$33,626.50	11.37%
WBE: IH Services, Inc.	5%	\$22,422.00	7.56%

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

	<u>Commitment</u>	<u>Performed</u>	
b. <u>C & W CONSTRUCTION COMPANY</u>			
MBE: Young's Floor Service and Remodeling Co. Inc.	7%	\$80,189.14	18.01%
IH Services, Inc.	<u>10%</u>	<u>0.00</u>	<u>0.00%</u>
	17%	\$80,189.14	18.01%
WBE: Capital Beltway Environmental	5%	\$18,579.00	4.17%

The Contractor did not meet the WBE goal for this contract, but was granted "good faith."

MWBOO FOUND VENDOR IN COMPLIANCE.

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

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

	<u>Commitment</u>	<u>Performed</u>	
c. <u>RETRO ENVIRONMENTAL, INC.</u>			
MBE: Young's Floor Service and Remodeling Co., Inc.	8.5%	\$67,339.00	21.01%
IH Services, Inc.	<u>8.5%</u>	<u>11,275.00</u>	<u>3.53%</u>
	17%	\$78,614.00	24.54%
 WBE: Colt Insulation, Inc.	3.75%	\$ 0.00	0.00%
Acorn Supply & Distribution, Inc.	<u>1.35%</u>	<u>\$ 0.00</u>	<u>0.00%</u>
	5%		

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

UPON MOTION duly made and seconded, the Board approved the foregoing Informal Awards, Renewals, Increases to Contract and Extensions. The Board also approved and authorized execution of the Agreement with Cintas Corporation No. 2 (item no. 9) and the Agreement with Saf-Guard Safety Shoe Co. (item no. 10). The Mayor **ABSTAINED** on item no. 13. The Comptroller **ABSTAINED** on item no. 13 (a).

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:

2107 - 2129

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

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

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

- | | | | |
|----|--|---|---------------|
| 1. | GS 15837, Hanover
& Ostend Fire
Facilities, Former
Truck 6, Renovations | Mid-Atlantic General
Contractors, Inc. | \$ 984,000.00 |
|----|--|---|---------------|

MBE/WBE PARTICIPATION:**MWBOO SET GOALS OF 13% FOR MBE AND 4% FOR WBE.**

MBE:	Estime Enterprises, Inc.*	\$127,920.00	13%
WBE:	Franqui Enterprise, LLC	\$ 39,360.00	4%

MWBOO FOUND VENDOR IN COMPLIANCE.

*The MBE subcontractor is not in good standing with the Department of Assessment and Taxation. The Bidder will be allowed to substitute an approved MBE if Estime Enterprises, Inc. is not in good standing at the time of award.

Bureau of Procurement

- | | | | |
|----|---|---------------------------------|---------------|
| 2. | B50005623, Emergency
Generator Installation
Maintenance, and
Repair Services | T.E.A.M. Service
Corporation | \$ 500,000.00 |
|----|---|---------------------------------|---------------|

MBE/WBE PARTICIPATION:**MWBOO SET GOALS OF 37% FOR MBE AND 12% FOR WBE.**

MINUTES

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

MBE: EMECH Support, LLC	18.5%
Personal Electric, LLC	<u>18.5%</u>
	37.0%
WBE: The Fireline Corporation	6.0%
Robnet, Inc.	3.0%
Oelmann Electric Supply Co., Inc.	<u>3.0%</u>
	12.0%

MWBOO FOUND VENDOR IN COMPLIANCE.Department of Public Works

3. SC 965, Improvements to the Sanitary Sewers in the North East Area of Baltimore City
- Anchor Construction, Corp. \$12,448,798.05

Anchor Construction Corp. has complied with the requirements of the Maryland Department of the Environment's Disadvantaged Business Enterprise (DBE) Program and has committed to use the following DBE goals according to the State Revolving Loan that was submitted in its bid.

DBE/MBE: S&J Services, Inc.	\$2,041,000.00	16.40%
P & P Sewer Techs, Inc.	<u>200,000.00</u>	<u>1.61%</u>
Total	\$2,241,000.00	18.01%

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Public Works - cont'd

DBE/WBE: Empire Landscape, LLC	\$ 500,000.00	4.02%
Rowen Concrete, Inc.	480,000.00	3.86%
Barbies Recycling	130,000.00	1.04%
Manuel Luis Construction	773,000.00	6.21%
TFE Resources	110,000.00	0.88%
Total	\$1,993,000.00	16.00%

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$13,444,701.89	9956-903569-9549	9956-903578-9551-6
(Wastewater Rev. Bond)	(Sanitary Sewer Replace/Rehab)	(Construction)

The transfer will cover the costs of SC 965, Improvements to the Sanitary Sewers in the North East Area of Baltimore City.

A PROTEST WAS RECEIVED FROM WILLIAMS MULLEN ON BEHALF OF SPINIELLO COMPANIES.

A SUPPLEMENTAL PROTEST WAS RECEIVED FROM WILLIAMS MULLEN ON BEHALF OF SPINIELLO COMPANIES.

WILLIAMS MULLEN

Dial: 703.760.5200
bcashmere@williamsmullen.com

April 23, 2019

VIA HAND DELIVERY

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

BID PROTEST

Protestor: Spiniello Companies, Inc.
3500 East Biddle Street
Baltimore, MD 21213

Solicitation: Sanitary Contract No. 965 ("Project")
Improvements to Sanitary Sewers North East Baltimore

Proposed Awardee: Anchor Construction Corporation ("Anchor")

Dear Honorable President and Members of the Board of Estimates:

This law firm represents Spiniello Companies ("Spiniello"), the low responsive and responsible bidder for Sanitary Contract No. 965 ("SC965"). As supported in the procurement record, Spiniello submitted the low bid for SC965, and in August 2018 was DPW's proposed Awardee as the low responsive and responsible bidder. **Spiniello's Bid is \$8,933,000.**

We understand that DPW has elected to reverse course and reject Spiniello's low bid and now intends to recommend award of SC965 to Anchor. **Anchor's Bid is \$12,448,789, which is over \$3.5M higher than Spiniello's Bid.** Spiniello has been advised that DPW's award recommendation is based solely on the erroneous interpretation that Spiniello's low and responsive bid is materially unbalanced to the detriment of the City. As outlined below, the view that Spiniello's Bid is material unbalanced is incorrect and award must be made to Spiniello as the lowest responsive and responsive bidder.

Furthermore, not only is DPW's finding that Spiniello's Bid is unbalanced without merit, a separate and independent review of Anchor's Bid Protest and Bid reveals that **Anchor's Bid itself is non-responsive and must be rejected.**

Spiniello hereby protests DPW's mistaken recommendation to award SC965 to Anchor.

Honorable President
and Members of the Board of Estimates
April 23, 2019
Page 2

This letter supplements prior correspondence on behalf of Spiniello related to the Pre-Award Bid Protest of Anchor dated January 8, 2017 [sic].¹ Spiniello hereby incorporates by reference Anchor's Bid Protest and all exhibits (**Exhibit A**), as well as Spiniello's September 10, 2018 response thereto and all exhibits (**Exhibit B**), as if fully set forth herein.

AGGRIEVED PARTY

Spiniello submitted a timely, responsive bid and is a responsible bidder for SC965 and thus has standing to protest as an aggrieved party any award of SC965 to Anchor or any bidder other than Spiniello.

TIMELY PROTEST

This protest is timely filed with the Board of Estimates prior to contract award.

EXECUTIVE SUMMARY OF PROTEST GROUNDS

DPW elected to reject Spiniello's Bid and modified its Award recommendation from Spiniello to Anchor based on the flawed and unsupported arguments presented by Anchor in its January 2018 Bid Protest. The Board should reject DPW's recommendation and award SC965 to Spiniello for the following reasons, which are set forth in detail below:

1. **Spiniello's Bid is NOT Materially Unbalanced:** Any determination that Spiniello's Bid is materially unbalanced (i.e. there is a detriment to the City due to substantial doubt that the unbalanced bid represents the lowest price) is flawed and unsupported. While arguably Spiniello's Bid is **monetarily** unbalanced, it is **not materially unbalanced**, as the structure and pricing of Spiniello's Bid is only unbalanced in one direction; it includes lower prices (to the benefit of the City). As such, Spiniello's Bid does not and as a matter of simple math cannot create any risk of an unreasonably high prices for contract performance. To the contrary, as set forth below, award to Spiniello will result in significant savings to the City. In this regard, if this Board were to award SC965 to Anchor, it would be selecting a more expensive option for the same work – to the detriment of this City's taxpayers and in contravention of the entire competitive bid procurement system.

2. **Anchor's Bid is Not Responsive and Must Be Rejected:** As detailed below, an objective review of Anchor's Bid also reveals several separate distinct material errors and omissions in its Bid documents.

¹ To the extent the City's determination regarding Spiniello's Bid is based on Anchor's January 8, 2017 [sic] Pre-Award Bid Protest, the allegations and information are incorrect and any reliance on those, particularly the unsupported inference that award to Anchor will result in significant cost savings to the City, is misplaced. **In fact, an award to Anchor will result in an additional cost to the City and the taxpayers of \$3.5M under DPW's IFB quantities.**

Honorable President
and Members of the Board of Estimates
April 23, 2019
Page 3

BACKGROUND

Spiniello timely submitted its Bid to meet the DPW's SC965 December 6, 2017 IFB deadline. Spiniello was then – and remains – the lowest responsive and responsible bidder by a significant amount, even under Anchor's post-bid allegations and proposed substitute quantities.

On January 8, 2018, Anchor submitted a Bid Protest (the "Anchor Protest"), based on the incorrect argument that Spiniello's bid was materially unbalanced. However, a close read of the Anchor Protest shows additional reasons – i.e., Spiniello's pricing method **and** the DPW's purportedly overstated bid quantities. Anchor is particularly critical of the DPW's quantity estimates in the SC965 IFB, claiming that many of the quantities to be bid were "**questionable**," "**grossly overstated**" and "**extremely overstated**."²

In July/August 2018, many months after receiving the January 2018 Anchor Protest, DPW recommended to the Board that SC965 be awarded to Spiniello as the lowest responsive and responsible bidder at the Board's August 22, 2018 Meeting. However, just before the August 22, 2018 Board Meeting, the Board deferred award to Spiniello, noting that "letters of protest were received on behalf of Anchor...".

Although no hearing was held on the merits of Anchor's Protest, on or about November 28, 2018 and thereafter, DPW informed Spiniello that it had modified its recommendation to recommend that Anchor – not Spiniello – be awarded SC965. In response, Spiniello, through counsel, sent a letter to DPW setting forth a reasoned request that DPW reconsider its award recommendation. A copy of this letter is attached as **Exhibit C** and incorporated by reference. Neither Spiniello nor counsel received a response to this December 14, 2018 letter. On April 22, 2019, the Board of Estimates Agenda noted DPW's recommendation to award SC965 to Anchor – the second low bidder – at a price of \$12,448,798.05.

This revised determination is erroneous and Spiniello hereby protests the award to Anchor.³

² See **Exhibit A**, pp. 2 and 4.

³ Spiniello submitted a MPIO request within hours of being informed of DPW's change in recommendation, in which it sought information and documents related to DPW's revised decision and evaluation of the bids and flawed conclusion that Spiniello's bid is materially unbalanced and poses a risk to the City of a higher price than the \$12,448,789 price of the proposed awardee. Further, through counsel, Spiniello has requested information and/or documents showing the basis of DPW's material unbalanced bid determination. In response, the City stated that the requested documents are not able to be released under General Provisions Article § 4-344. While DPW has made the decision to retract the earlier recommendation to award SC965 to Spiniello, the lowest responsive and responsible bidder – it refuses to explain why other than to verbally and generally state that Spiniello's Bid was determined (albeit incorrectly) to be materially unbalanced. **Quite simply, this procurement process is far from transparent and materially flawed. Plus, given the fact that it has resulted in a recommendation for contract award at a significantly higher cost, is confusing and troublesome.**

ARGUMENTS

A. Spiniello's Bid is NOT Materially Unbalanced

The apparent concern regarding Spiniello's Bid is that it is too low. Like other bidders on SC965 and likely many others on similar DPW procurements, Spiniello priced certain low quantity items at minimal prices in a reasoned and commercially accepted effort to provide the City with the lowest possible total bid price for the total work, and under the City's competitive bid system secure the work. Spiniello evaluated the scope of work for these discrete items and determined that by pricing those items low (and thereby assuming the risk of higher than anticipated quantities) Spiniello could keep its bid competitive and the City would benefit from a lower contract price. This practice is commonplace and most importantly (because it does not create doubt that Spiniello's Bid will result in the lowest cost to the City) does not support a finding that Spiniello's Bid is materially unbalanced.

While a comparison of all of the bids submitted on SC965 evidence clear differences in the unit pricing of each of the many work items, the mere difference in pricing between any two bidders does not support a finding that one of the bids is materially unbalanced; that is merely the nature of the bidding process. So, the fact that one or more of the bidders includes "penny" or "dollar" prices on certain items of work is neither prohibited nor, by itself, supportive of rejection. This is so because the use of these below cost pricing for certain items only benefits the City, it does not act to take advantage of understated quantities and provides the City a lower overall cost.

Any evaluation of alleged unbalanced bidding must start with an understanding or definition of unbalanced bidding, as set forth in a construction and procurement law treatise: "*Unbalanced bidding' is a practice sometimes invoked by contractors who submit bids with unit prices based on owner-estimated quantities of work in order (1) to take advantage of perceived understated quantity estimates for certain bid items, or (2) to "front end load" the contract payment schedule by unbalancing unit prices for initial work in order to enhance cash flow early in contract performance.*" See BRUNER & O'CONNOR CONSTRUCTION LAW § 2:82, Contractor Bid Preparation and Submission – Unbalanced Bidding (bolding and underlining added). IMPORTANTLY, a bid is imbalanced only if it is based upon **both** significantly **low** prices for some work and significantly **high** prices for other work. See, e.g. *Matter of: Ronsons SDVOSB P & L JV-1*, B-410605 (Comp. Gen. Jan. 6, 2015) ("A bid is materially unbalanced if it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work.") (Citing *MCI Constructors, Inc.*, B-274347, B-274347.2, Dec. 3, 1996, 96-2 CPD ¶210 at 5). A bid is potentially materially unbalanced when the bid applies **higher unit prices** on items where the owner's **estimates are too low** in order "*to take advantage of perceived understated quantity estimates for certain bid items.*" As outlined below, while Spiniello's use of low prices on some bid items obviously favors the City, it does not create a risky materially unbalanced bid as Spiniello's Bid does not apply higher unit prices to understated quantities. Further, the mere presence of low unit prices on certain items does not create higher risk to the City that the contract will result in an unreasonably high price for contract performance.

Here, while Spiniello and other bidders included low prices (less than cost of the work) for some items this practice is consistent with competitive bidding and the goal of obtaining low pricing. What is necessary to create a potentially detrimental unbalanced bid is the other side of the coin – unit prices that are significantly higher on items that are understated. This is the potential downside of a materially unbalanced bid but there is no indication such detrimental pricing exists within Spiniello's Bid. **Quite simply, there is no allegation or indication that Spiniello is taking advantage of understated quantities and no support for any mistaken conclusion that Spiniello's pricing will not actually result in the overall lowest cost to the City.**

Additionally, when evaluating a potentially unbalanced bid, the Board is also required to determine whether the contract award – even if the bid is potentially unbalanced – carries with it the risk that acceptance of the bid may result in an unreasonably high price for contract performance. *In re Ronsons SDVOSB P & L JV-1, supra* at *3. In this regard, although Spiniello has included City-favorable “dollar” and “penny” pricing to certain line items, there is no indication of unfavorable high unit prices on understated quantities – the critical component that creates the potentially harmful unbalanced bid risk. Quite simply, there has been no demonstration that Spiniello's bid structure will create “unreasonably high prices for contract performance.” In fact, even if one considers Spiniello's bid to be unbalanced the lack of balance is one-sided in favor of the City as it includes low prices for some items but without the detrimental higher pricing. Simply put, the structure and pricing of Spiniello's bid does not create the concern of unbalanced bidding – a tangible risk of unreasonably high prices for contract performance.⁴ **Thus, if this Board were to award SC965 to Anchor, it would be selecting a more expensive option for the same work – to the detriment of this City's taxpayers and the entire procurement system.**

For the reasons outline above, DPW's determination that Spiniello's Bid must be rejected is unsupported and as the lowest responsive and responsible bidder Spiniello must be awarded the Contract.

B. Anchor's Bid Must Be Rejected as Materially Non-Responsive

Separate and independent from the fact that Spiniello's low bid is responsive any recommendation that award of SC965 be made to Anchor must be rejected. As set forth below, a review of Anchor's Bid and Bid Protest evidences at least two substantive errors in Anchor's Bid that render the Bid non-responsive; requiring Anchor's Bid to be rejected.

A key element of a sealed bidding procurement is that nonresponsive bids may not be considered for award. Nash & Cibinic, *FORMATION OF GOVT. CONTRACTS*, THIRD ED., at 537 (“The purpose of [the responsiveness] requirement is to promote fairness and objectivity, and to

⁴ Additionally, any perceived risk by the City related to Spiniello's lower bid is addressed by the IFB and Contract includes many provisions, to include but not limited to Performance Bond that assure the City that Spiniello will adhere to its financial and contractual obligations. *See* IFB, pp. B-1 through B-6. To this end, Spiniello stands by its bid and is prepared to perform this work for the County at a more advantageous price than the proposed awardee.

encourage wide competition by requiring all bidders to bid on exactly the same work and to the same terms and conditions”); IFB at 8 (stating that non-responsive bids may be rejected). Responsiveness concerns a bidder’s legal obligation to perform the required services in exact conformity with the IFB specifications. *Nat’l Elevator Co.*, No. 1291, Oct. 1, 1986, 1 MSBCA ¶ 135. Significantly, to ensure fairness to other bidders and the government procurement system responsiveness must be determined from the face of the bidding documents and not from information or documents subsequently provided by the Bidder. *Inner Harbor Paper Supply Co.*, No. 1034, Sept. 9, 1982, 1 MSBCA ¶ 24; Procurement Manual, ¶ 9-812.10(a)(1)(i) (The bid, as is, must meet all the requirements of the specifications included within the IFB.”).

In this regard, the test of responsiveness is whether the bidder has offered to do what is required by the solicitation. The **test for responsiveness** is whether the bid as submitted is an offer to perform, without exception, the exact thing called for in the solicitation, so that upon acceptance the contractor will be bound to perform in accordance with all of the IFB’s material terms and conditions. *Mike Johnson, Inc.*, B-271943, Aug. 14, 1996, 96-2 CPD ¶ 66 at 2. Material terms of a solicitation are those which affect the price, quantity, quality, or delivery of the goods or services offered.

1. Failure to Execute Pre-Qualification and Work Capacity Affidavit

As instructed in the Bid documents and City Specifications, Anchor was required to complete a “Certification of Work Capacity and Prequalification Classifications” form. See **Exhibit D**. In this form, Anchor is required to certify that it possesses the Work Capacity and Prequalification necessary to complete the Project. Although Anchor signed the form, it also noted in the margin of the form the following qualification: “Note: We submitted our renewal & waiting for new certificate to be issued.” Even assuming that Anchor since received its certificate, the City of Baltimore Specifications are clear on this issue: **“Only the bids of contractors who hold a pre-qualification certificate at the time of Bid opening will be considered.”** Anchor clearly **did not meet these criteria**.

2. Failure to Complete the Required DBE Good Faith Checklist

The City’s Solicitation or IFB requires submission of a completed MBE DBE Good Faith Efforts Checklist (“Checklist”). Anchor failed to provide a completed Good Faith Checklist. See **Exhibit E**, Anchor’s Incomplete MBE DBE Good Faith Efforts Checklist. Anchor’s failure to answer the Questions renders the Good Faith Checklist incomplete and the bid non-responsive and, therefore, Anchor’s bid must be rejected.

Moreover, the lack of response to these Questions in the Checklist is not some minor informality. This information is material to the determination of whether Anchor will perform, without exception, the exact thing called for in the solicitation, so that upon acceptance the contractor will be bound to perform in accordance with all of the IFB’s material terms and conditions. More specifically, the IFB requires performance of the work such that certain DBE/MBE and DBE/WBE goals are met. Anchor’s failure to complete the required Checklist

Honorable President
and Members of the Board of Estimates
April 23, 2019
Page 7

raises serious and material questions as to whether Anchor will perform as required under the IFB. For example, Anchor's failure to complete the Checklist and provide response to these critical questions leaves unanswered whether the MBE and WBEs will actually perform the work or if they will simply subcontract the work to a non-DBE. In this regard, among the information provided on the Checklist is whether the named DBEs intent to perform the work through sub-subcontractors.

Based on its Bid, it is unknown whether Anchor's DBE Subcontractors will use any additional subcontractors and, therefore, this Board does not know whether Anchor will actual perform the work in accordance with the IFB (using DBEs) or if it will deviate from the requirements using non-DBE pass-throughs. As such, Anchor's failure to provide this material information as to their DBE subcontractor's intent to comply with these requirements calls into question Anchor's intent to perform the work in accordance with the specified requirements. In short, absent this information Anchor cannot be considered to have submitted a responsive bid.

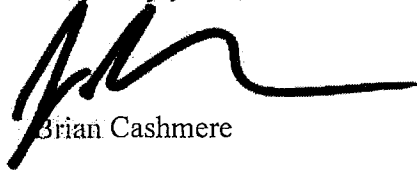
CONCLUSION

Spiniello's bid is not materially unbalanced, and award to Spiniello at \$8,933,00 will only serve to significantly benefit (not harm) the City and taxpayers. In the end, for the reasons detailed above, Spiniello is a responsible and responsive low bidder. **Spiniello's bid will result in a \$3,515,798 savings to the City and the taxpayers** in comparison to Anchor's price of \$12,448,789. As such, Spiniello requests that the Board reject DPW's recommendation and award SC965 to Spiniello.

Additionally, and importantly, **Anchor's Bid is non-responsive, as it fails to include material items.** As such, Anchor's cannot be awarded this Project based on that fact alone.

Spiniello requests this Board grant this protest and award SC965 to Spiniello Companies as the lowest responsive and responsible bidder.

Very truly yours,



Brian Cashmere

Attachments – Exhibits A, B, C and D

cc: Spiniello Companies (via e-mail)
W. Michael Mullen, Esq (via e-mail)

Leonard A. White

Attorney at Law

10319 Westlake Drive, #346
Bethesda, Maryland 20817
(301) 961-6430
(Bar Affiliations: MD, DC)

January 8, 2017

HAND-DELIVERED

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

Re: **Sanitary Contract No. 965 - - Improvements to Sanitary Sewers North East
Baltimore.**

Pre-Award Bid Protest on behalf of Anchor Construction Corporation

Dear Ms. Taylor:

The undersigned represents Anchor Construction Corporation (Anchor) which submitted the lowest responsive bid for the pending Solicitation for Sanitary Contract No. 965 (SC 965).

Anchor hereby protests, prior to award, that the bid submitted by Spiniello is non-responsive under SC965, and Anchor asserts that it must be rejected because Spiniello deliberately submitted a mathematically and materially unbalanced bid. Further, the bid, as submitted by Spiniello, otherwise does not conform to the instructions/requirements of the solicitation for SC965.

The following explanations (“Examples”) are intended to support Anchor’s assertion that the Spiniello bid is **materially unbalanced and substantially fails to meet the MBE goals** and, therefore, is nonresponsive, Anchor has attached Exhibits, which by this reference are made part of this Protest. In short, the extremely large mathematical differences and “penny” bids ¹ analyzed in the Exhibits are illogical; and, ultimately will pose an unreasonable risk to the City of Baltimore (City). ²

¹ When a low bid contains token bid prices (i.e., penny unit bids), front loadings, or bid prices with large variations from the engineer's estimate, it should be considered a mathematically unbalanced bid.

² Federal and State courts ordinarily will set aside an agency's determination when the court concludes that the public agency's action was "arbitrary, capricious or an abuse of discretion." The arbitrary and capricious standard applies if there was **no rational basis** for the agency's decision. (See *Salisbury University v. J. M. Zimmer, Inc.*, 199 Md.App.163,20 A.3rd 838 (2011).

Examples

(1) The actual quantity of concrete needed for permanent **roadway restoration patching is grossly overstated**. After making a liberal takeoff, including all contingent items, the City's total bid quantities for bid items 509 through 512 are overstated by nearly 900%. The actual quantity to do all permanent roadway patching is 363 CY and Anchor's bid for these items is lower by \$62,414. (See, Exhibit A, 1-3, SC 965-Concrete Takeoff.)

(2) The actual takeoff quantity is 9,386 SY for all asphalt milling and placement of the 2-inch hot asphalt overlay that are required to repair all street patches. The City's bid quantity for bid items 501 and 502 totals 12,070 SY. Also, Anchor's takeoff reveals that 1,125 tons of 2-inch asphalt material is sufficient under bid items 505 and 506 for roadway repairs.

Anchor's bid for the work using realistic unit prices and Spiniello's **unit prices of one dollar and one penny for Items 501 and 502**, respectively, produce an enormous price difference of \$118,606 versus \$5,239. In addition, using realistic unit prices and Spiniello's **unit prices of one dollar and one penny for Items 505 and 506**, respectively, for 2" asphalt overlay, similarly produce a price difference of \$298,125 versus \$1,125. The City's total bid quantities for these items are overstated by approximately 300%. (See, Exhibit B1-4, SC 965-Mill and 2-inch Asphalt Overlay Takeoff.)

(3) The comparison of Spiniello's pricing for typical items that are always required on sewer contracts shows a **stunning order of magnitude "unbalance,"** that is, Anchor's cumulative unit prices total of \$3,937,940 versus Spiniello's bid for the same items of \$385,385, which does not cover the most basic costs. Note that the difference of \$3,937,940 versus \$385,385 is almost exactly, the difference between Anchor's and Spiniello's bid. These items are crucial because they are always used for street, sidewalk, and curb restoration after excavation for sewer repairs are complete. [This is comparing all items as bid for items 501-605 related to 2" asphalt milling, 6" sub-base, 2" surface asphalt, 4" asphalt base, bus pads, curb and gutters, and sidewalks.] (See, Exhibit C, SC 965 -Comparison of only Asphalt and Concrete Items Used for Street Repairs.)

(4) Clearly, the Spiniello bid is **plainly frontloaded** on items that they guaranteed to be paid under a hypothetical award by at least \$1,436,832. The difference between the two bids for asphalt and repair items, for which Spiniello is guaranteed to be paid, is \$1,234,563. (See, Exhibit D, Comparison of Asphalt and Concrete Quantities to the Actual Takeoff and Frontloading.)³

³ A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to **allowing an advance payment**. A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which are anticipated for the performance of the items in question. (Compare, *Ultimate Concrete, LLC v. United States* (Court of Federal Claims, 2016).

(5) Award to Anchor is likely to present a cost savings to the City of more than \$700,000. This spreadsheet **eliminates all contingent items, and replaces the City's questionable bid quantities** for items 501 through 511 as compared to the actual quantities anticipated by a detailed engineering takeoff. If the City performs additional quantities of items 809 - 814 for Cured In Place Pipelining (CIPP), this price difference will be magnified. (See Exhibit E1-3, SC 965-Comparison of Asphalt and Concrete with All Contingent Items Eliminated.)

(6) Spinello's **pricing manipulations** show that their **bid is not responsive to the contract required M/WBE goals of MBE 18% and WBE 16%**. Machado Construction was a named MBE for the value of \$1,607,940 (exactly 18% of the face value) and R & R Construction and Advantage MH were named WBE's (16% of the face value). But Machado *only* performs concrete and asphalt work and does not do utility work. Bid items 501-605 include all concrete and asphalt items for the entire contract, which Anchor's bid shows to be \$3,937,940. As bid by Spinello, all concrete and asphalt items total only \$385,385. Therefore, Spinello's bid is not responsive because there MBE goal is less than 5%. (See Exhibit F, Comparison of Contract M/WBE goals.)

(7) Spinello's use of **"dollar" and "penny" unit prices are effectively a "no bid."** They do not cover the most basic material costs for performing the work covered by each of those bid items. This is another example of **pricing manipulations** used in their attempt to gain advantage by unbalancing their bid. (See, Exhibit G, SC 965-Chart Showing that Dollar and/or Penny Bids do not Cover Basic Material Costs for Street Restoration.)

Relative contract clauses from the City's Specification.

These excerpts from the City's Specifications 2006 ("Greenbook") shows the City's **intention was to warn** potential bidders that **materially unbalanced bids** should not be submitted as the Board "may not" accept such irregular /unbalanced bids because they are not in the City's best interests. See the following paragraphs:

00 51 00.02 AWARD AS AN ENTIRETY

... the Contract will ...will be awarded in its entirety on the basis of the "Bid total". **Bidders shall provide prices on all items.**

00 21 13.16 ESTIMATED QUANTITIES

D. **Variation in estimated quantities:** Where the quantity of a pay item in a Contract is an estimated quantity and where the actual quantity of such pay items varies more than twenty-five percent (25%) above or below the estimated quantity stated in the Contract, an equitable adjustment in the Contract Price shall be made after receipt of written demand of either party.

00 21 13.11 IRREGULAR BIDS

Bids may be rejected if they show any omissions; alterations of form, character, quality and/or quality not called for; conditional or alternate Bids not called for; or irregularities of any kind. The City reserves the right to reject any nonconforming, non-responsive, unbalanced, or conditional proposals unless expressly required or authorized in the Bid documents.

00 51 00.05 UNRESPONSIVE AND UNBALANCED BIDS

To better ensure fair competition and to permit a determination of the lowest Bid, unresponsive Bids or unbalanced and/or conditional Bids may be rejected by the Board of Estimates at its sole discretion.

While Anchor and the other competitors could only rely on the **intended meaning and the City's purpose for inclusion** of the two above paragraphs in the Specifications, Spiniello ignored them entirely. Again, the only intention of a "penny" bids are, in effect, no bids because the item has no value as solicited by the City.

Further, the *Variation in Quantity* clause is limited to plus or minus 25%. Potential substantial overestimates by the City, as demonstrated by the Exhibits, combined with the contract language, **presents the City with real additional liability**. Consequently, if the overstated quantities are intended for "other" work, there is almost certainly going to be substantial demands for additional and much more expensive equitable adjustments.

Thus, Spiniello 's unbalanced bid, coupled with the City's overestimates, **subverts the competitive bid system** established by the Board. ⁴

For this reason alone, Anchor's asserts that its bid is the lowest.

Unanswered Inquiry by Anchor.

While performing a takeoff of the various major pay items, in preparation for its bid for SC 965, Anchor noticed that the quantities as bid for street restoration under bid items 501 through 605 for items such as asphalt milling, six-inch subbase, 2-inch surface asphalt, concrete patching and various others, were **extremely overstated and in some cases exceeding 800%** of the quantity needed to perform all work of this contract, including contingent items.

⁴ *Genstar Stone Paving Products Co., Inc. v. State Highway Admin.*, 618 A.2d 256, 94 Md.App. 594 (Md. App., 1992) (where the Court said, "... Such a bid, it is explained, is one in which the contractor allocates a disproportionate share of indirect costs and anticipated profit to the unit prices bid for those items on which he anticipates an overrun; **the object being to reap overgenerous profits should the anticipated overruns materialize**. Should... officials conclude that neutralization of the vice of unbalanced bids can best be accomplished by the de novo repricing of excess or short-fall procurement under an estimated quantity contract, they can readily adopt language to that end." (Emphasis added.)

Therefore, prior to the bid on December 6, Anchor, recognizing this estimating discrepancy, sent an email to the City (See, Exhibit 1, Emails by Michael Hillard explicitly Questioning the Overstated Quantities in SC 965), as follows:

"... It appears the roadway restoration bid items 503-512 are extremely overstated, and will exceed what would be needed to perform the roadway patching for all "open-cut" bid items in this contract. Is it the intent of the City to use these bid items to perform additional roadway restoration not completed by others on previous contracts?" (Emphasis added.)

A follow-up email was sent on December 13. But there was **no response by the City** to Mr. Hillard's "RFI" **contrary to the Greenbook Instructions** to Bidders.

Summary Points

- The bid by Spiniello is substantially below the MBE/WBE percentages promised and must be rejected as a matter specifically contrary to City's ordinances.
- The bid submitted by Spiniello is mathematically and materially unbalanced and there is no *rational basis* for award to Spiniello based on the unbalanced bid submitted. The bid does not cover basic material costs.
- The bid by Spiniello poses an unacceptable risk to the City in that it is likely to pay unreasonably high prices for the anticipated customary contract work as a direct result of Spiniello 's unbalanced bid.
- Any potential award of SC 965 by the City to Spiniello would be *prejudicial and costly* and *not in the public's interest*.

Concluding Statement

The Board of Estimates surely recognizes that it is responsible for the integrity of the sealed bid formal procurement process on behalf of the City. And so, Anchor stresses that the Board should recognize that Spiniello has abused that process by its *deliberate manipulation of bid items for SC 965 to knowingly gain advantage over the other contractors at the City's expense*; by submitting a materially unbalanced bid; and, by submitting its nonresponsive bid for the sanitary sewer work covered by this procurement.

Anchor Construction Corporation respectfully requests that the Board of Estimates award the Contract SC 965 to Anchor as the lowest responsive bidder.

Further, Anchor is a responsible bidder to the City and has successfully performed millions in related sewer work in the last five years and has never had any claims or major change orders. As always in competitive bidding, Anchor is looking for a "level" playing field.

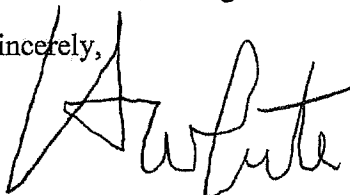
Anchor Protest re: SC965

Anchor asserts that award to any other bidder is clearly improper and would be contrary to the City's established policies, procurement rules and regulations enacted to ensure the viability of the City's competitive bid system.

Further, Anchor requests that the Board delay award for SC 965 until this Protest can be fully adjudicated.

For all the above reasons, Anchor asks that its Protest be granted.

Sincerely,

A handwritten signature in black ink, appearing to read "A. White". The signature is written in a cursive, somewhat stylized font.

Leonard A. White
Attorney for Anchor Construction Corporation

Copies via email to:

Florentino Gregorio, President, Anchor Construction Corporation
William Custead, Executive Vice President, Anchor Construction Corporation
Michael Schrock, Esq., Chief Contracts Practice Group,
Andre M. Davis City Solicitor
Courtney Billups Chief, Minority and Women's Business Opportunity Office

EXHIBITS

Exhibit **No. 1**, Emails by Michael Hillard explicitly Questioning the Overstated Quantities in SC 965;

And

Exhibit **A1-A3**, Concrete Takeoff.

Exhibit **B1-B4**, Mill and 2-inch Asphalt Overlay Takeoff.

Exhibit **C**, Comparison of only Asphalt and Concrete Items Used for Street Repairs.

Exhibit **D**, Comparison of Asphalt and Concrete Quantities to the Actual Takeoff and Frontloading.

Exhibit **E1-E3**, Comparison of Asphalt and Concrete with all Contingent Items Eliminated.

Exhibit **F**, Comparison of Contract M/WBE goals.

Exhibit **G**, Chart showing that "Dollar" and/or "Penny" Bids does not cover basic material cost for Street restoration.

Michael Hillard

EXHIBIT "1"

From: Michael Hillard
Sent: Wednesday, December 13, 2017 9:59 AM
To: 'Latonia.Walston@baltimorecity.gov'
Cc: Bill Custead
Subject: FW: SC 965 RFI

Good Morning,

I'm following up on the previous email regarding the disparity in the volume of roadway patching, vs the volume of open cut repairs requiring permanent patching. Did you receive this previous email?

Also-

Would it be possible for Baltimore City to separate the drawings per the original contracts? (i.e.- a separate bundle for SC908, SC909, SC911, BGE Comments). The current plan sets do not appear to be organized in any particular method, but rather the contracts are intermixed.

Thanks,
Mike

From: Michael Hillard
Sent: Wednesday, December 6, 2017 10:03 AM
To: 'Latonia.Walston@baltimorecity.gov'
Subject: SC 965 RFI

Good Morning,

It appears the Roadway Restoration Bid Items 503 thru 512 are extremely overstated, and well exceed what would be needed to perform the roadway patching for all "open-cut" bid items in this contract. Is it the intent of the City to use these bid items to perform additional roadway restoration not completed by others on previous contracts?

Thanks,
Mike

Michael Hillard
Estimator
Office: 202-269-6694 Ext. 211
Cell: 240-832-3958

Exhibit "A1"

Concrete Takeoff

(Bid Items 509 & 510 " Patch Ex. Pavement Mix 6/7 ")

(Bid Items 511 & 512 " Patch Ex. Pave. Rigid Pavement Mix 6/7 ")

- I. Takeoff follows to determine amount of ALL open cut repairs including all contingent point repairs to determine the actual amount of concrete to be used in this contract versus the actual bid quantities provided by the City for permanent roadway restoration patching for all open street cuts.

A. Open Cut Point Repairs, Sanitary Sewers : Paid by " Each"

1. A sanitary sewer open cut point repair is defined as an excavated sewer line repair of varying depth, and includes pipes sizes ranging from 8 inch to 33 inch. The bid items are 820,821,823,824,827,829,830,833,834,837, and 838. These bid items include up to 12' LF of sewer pipe repair.

	<u>Bid Sheet</u>	<u>Quant Of Point Repairs</u>	<u>Unit</u>
	24	34	Ea
	25	11	Ea
	26	10	Ea
	27	<u>10</u>	Ea
Total	Point Repairs	65	Ea

B. Open Cut Point Repairs, Sanitary Sewers: Paid By" Added LF"

1. These bid items are directly related to the bid items described above, and are to be paid when a Open Cut Point Repair exceeds 12 LF in length. For example, if a point repair is 15 lf, it is to be paid as one(1) each per the above, plus the the additional LF in excess of 12 LF, which in this example is 3 additional LF. The bid items are 822,825,826,828,831,832,835,836,839,840,841, and 842.

	<u>Bid sheet</u>	<u>Quant. Of Added LF</u>	<u>Unit</u>
	24	14	LF
	25	91	LF
	26	40	LF
	27	<u>20</u>	LF
Total	Added LF	165	LF

C. Open Cut Point Repairs, Sewer House Connections: Paid by " Each"

1. A sewer house connection open cut repair is defined as an excavated sewer house connection repair up to 8 LF in length of varying depth. The bid items are 870,871,872, and 873.

	<u>Bid Sheet</u>	<u>Quant Of Point Repairs</u>	<u>Unit</u>
	32	77	Ea
	33	<u>25</u>	Ea
Total		102	EA

D. Open Cut Point Repairs, House Connections: " Added LF"

1. These bid items are to be used with the above open cut sewer house connection repairs described above, and are to be paid when the repair exceeds 8 LF in length. The bid items are 874, and 875.

	<u>Bid Sheet</u>	<u>Quant Of Point Repairs</u>	<u>Unit</u>
	32	<u>77</u>	LF
Total		77	LF

II Determination of actual concrete needed to patch all items above, versus the bid quantity provided in the bid documents by the City.

1 Open Cut Point Repairs, Sanitary Sewers : Each (Corresponds to "A" above)

To repair the street after repairs are made, a typical patch will be 14' long (2 LF longer than the repair to allow trench shoring), by approximately 5' wide, by 10" thick concrete. Note that 10" = .83'

	<u>Total Pnt Rprs</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>CY Concrete</u>
Total	65	14	5	0.83	139.87

2 Open Cut Point Repairs, Sanitary Sewers: " Added LF" (Corresponds to "B" above)

Repair of streets after repairs are made. This includes the added LF that exceeds the 12 LF that is included in the "per each" bid items.

	<u>Total LF</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>CY Concrete</u>
Total	165		5	0.83	25.36

3 Open Cut Point Repairs, House Connections: " Each"

To repair the street after repairs are made, a typical patch will be 10 long (2 LF longer than the repair to allow trench shoring), by approximately 5' wide, by 10" thick concrete.

	<u>Each</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>CY Concrete</u>
Total	102	10	5	0.83	156.78

4 Open Cut Point Repairs, House Connections: " Added LF"

Repair of streets after repairs are made. This includes the added LF that exceeds the 8 LF that is included in the "per each" bid items.

	<u>LF</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>CY Concrete</u>
Total	77		5	0.83	11.84

	<u>CY Concrete</u>
5 Concrete Needed for bid items 876 to 923	30.00
This amount of concrete is added to include numerous misc. bid items that might involve manhole replacement, manhole frame and covers, and possible water service replacements	
<u>Total</u> CY of Concrete for Entire contract	363.84 CY

III Balt City's Bid Items for concrete roadway patching:

Bid item 509	110 Patch Ex Pavement Mix No. 6/7	CY
Bid item 510	475 Cont. Patch Ex Pavement Mix No. 6/8	CY
Bid item 511	1195 Patch Ex Rigid Pave. w/ Reinforced	CY
Bid item 512	<u>1420</u> Cont. Patch Ex Rigid Pave. w/ Reinforced	CY
	3200 CY	City's Total Bid Quantities
	363.84 CY	<u>Actual</u> Quantites Needed

Conclusion: The City's total bid quantites for the above bid items 509-512 are **880 percent** overstated. Anchor's takeoff is very generous, and includes all contingent items.

Anchor: Bid price to do all roadway Concrete patching: (per actual amount needed)

Item 509	110 CY	@ Bid Price	\$ 465.00 =	\$ 51,150.00
Item 510	<u>253 CY</u>	@ Bid Price	\$ 412.00 =	<u>\$ 104,236.00</u>
	363 CY			\$ 155,386.00

Spiniello: Price to do all roadway Concrete patching: (per actual amount needed)

Item 509	110 CY	@ Bid Price	\$ 600.00 =	\$ 66,000.00
Item 510	253 CY	@ Bid Price	\$ 600.00 =	<u>\$ 151,800.00</u>
				\$ 217,800.00

Note: To do the actual contract work for the roadway concrete patching, Anchor is \$62,414.00 less expensive based on takeoff for Items 509 and 510.
(217,800.00- 155,386.00= 62,414.00)

Exhibit "B1"

Asphalt Milling & 2" Asphalt Overlay Takeoff

(Bid Items 501 & 502 " Removal of Bituminous Mat. 2" Depth)
 (Bid Items 505 & 506 " Hot Mix Asphalt, 2" Surface Course)

- I. Takeoff follows to determine amount of ALL open cut repairs including "each" items and "added LF" items
 Includes ALL contingent items. The following calculations are used to determine actual quantities of asphalt milling, and 2" hot asphalt overlay that is required to repair all street patches.

A. Open Cut Point Repairs, Sanitary Sewers : " Each"

Please refer to Exhibit "A" for detailed explanation.
 The bid items are 820,821,823,824,827,829,830,833,834,837, and 838
 These bid items include up to 12' LF of sewer pipe repair.

<u>Bid Sheet</u>	<u>Quant</u>	<u>Unit</u>
24	34	Ea
25	11	Ea
26	10	Ea
27	<u>10</u>	Ea
Total	65	Ea

B. Open Cut Point Repairs, Sanitary Sewers: " Added LF"

Please refer to Exhibit "A" for detailed explanation.
 The bid items are 822,825,826,828,831,832,835,836,839,840,841, and 842

<u>Bid Sheet</u>	<u>Quant</u>	<u>Unit</u>
24	14	LF
25	91	LF
26	40	LF
27	<u>20</u>	LF
Total	165	LF

C. Open Cut Point Repairs, House Connections: " Each"

Please refer to Exhibit "A" for detailed explanation.
 The bid items are 870,871,872, and 873.

<u>Bid Sheet</u>	<u>Quant</u>	<u>Unit</u>
32	77	Ea
33	<u>25</u>	Ea
Total	102	EA

D. Open Cut Point Repairs, House Connections: " Added LF"

Please refer to Exhibit "A" for detailed explanation.
The bid items are 874, and 875.

	<u>Bid Sheet</u>	<u>Quant</u>	<u>Unit</u>
	32	<u>77</u>	LF
Total		77	LF

II Determination of actual Milling/ Overlay needed to patch all items above

(Note: Each patch will have 10' added to either side, & extend to curb/center line)
(E.G. Typical 14 LF cut, extend to 34' long, 5LF width, extended to 15' Wide.)

1 Open Cut Point Repairs, Sanitary Sewers : " Each"

	<u>Each</u>	<u>Length</u>	<u>Width</u>	-	<u>SY Milling</u>
Total	65	34	15		3683.33

Note: Added to the 14' cut length detailed in exhibit "A", 20 feet is added (10 LF on either side of street repair per City Mill and Overlay guidelines), plus an additional 10' added to the original 5' width to extend to curb and/or road center.

2 Open Cut Point Repairs, Sanitary Sewers: " Added LF"

	<u>LF</u>	<u>Length</u>	<u>Width</u>	-	<u>SY Milling</u>
Total	165		15		275.00

Note: 10 lf added to original 5' wide street cut to extend to curb and/or road center.

3 Open Cut Point Repairs, House Connections: " Each"

Note: Added to the 10 ' cut length detailed in exhibit "A", 20 feet is added (10 LF on either side of street repair per City Mill and Overlay guidelines), plus an additional 10' added to the original 5' width to extend to curb and/or road center.

	<u>Each</u>	<u>Length</u>	<u>Width</u>	-	<u>SY Milling</u>
Total	102	30	15		5100.00

4 Open Cut Point Repairs, House Connections: " Added LF"

	<u>LF</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>SY Milling</u>
Total	77		15		128.33

Note: 10 lf added to original 5' wide street cut to extend to curb and/or road center.

5 Misc. Milling Needed for bid items 876 to 923	SY Milling
(MH's, Water Services, Frame/Covers etc)	200.00

Total SY Milling& 2" Overlay for Entire contract 9386.67 SY

Balt City's Bid Items

Bid item	501	5170 Removal Of Biuminous Material 2"	SY
Bid item	502	6900 Cont. Removal of Bitum. Mater. 2"	Sy

12070 SY
9386 SY

City Total Bid Quant.
Actual Quant. Needed

Conclusion:

128 percent over what is actually needed per above takeoff.
Includes ALL contingent items.

Anchor: Bid price to do all roadway milling (per actual quantities Needed)

Item 501	5170 SY	at	\$	18.00 =	\$ 51,150.00
Item 502	<u>4216 SY</u>	at	\$	16.00 =	<u>\$ 67,456.00</u>
	9386 SY				\$ 118,606.00

Spiniello: Price to do all roadway Milling (per actual quantities Needed)

Item 501	5170 SY	at	\$	1.00 =	\$ 5,170.00
Item 502	<u>4216 SY</u>	at	\$	0.01 =	<u>\$ 69.00</u>
	9386 SY				\$ 5,239.00

Note: These are the above bid items as bid.

Note: To do the actual contract work, Anchor would have been
\$113,367.00 MORE than Spiniello

III. Amount of 2" Surface Asphalt Required to patch. Anchor Bid V. Spiniello

Note: 9386 SY of Milling will require 1,125 tons of surface 2 " Asphalt overlay

a **Anchor:** Bid price to do all roadway 2" Overlay per actual takeoff.

Item 505	1125 TN	at	\$	265.00	=	\$ 298,125.00
Item 506	<u>N/A</u>	at	\$	228.00	=	
	1125 Tn					<u>\$ 298,125.00</u>

b **Spiniello:** Price to do all roadway Milling per actual takeoff.

Item 505	1125 TN	at	\$	1.00	=	\$ 1,125.00
Item 506	<u>N/A</u>	at	\$	0.01	=	
	1125 Tn					<u>\$ 1,125.00</u>

Note: To do the actual contract work, Anchor will be
\$297,000.00 MORE than Spiniello
(298,125.00 - 1,125.00)

c **Balt City's Bid Items**

Bid item	505	2805 Hot Mix Asphalt 2" Surface Course	Tn
Bid item	506	<u>610</u> Cont Hot Mix Asp 2" Surface Course	Tn
		<u>3415</u>	Tns
		3,415 Tns	City's Total Bid quantity
		1,125 Tns	Actual Quant.Needed

Note: City's bid quantity of Items 505 & 506 overstated by 300 %

Exhibit "C"

Comparing only asphalt and concrete items used for street repairs per the SC 965 bid: Anchor V. Spiniello

Comparing all items as bid for items 501-605 related to 2" asphalt milling, 6" sub-base, 2" surface asphalt, 4" asphalt base, bus pads, curb and gutters, and sidewalks. These items are typical on all sewer contracts, and are used for street, sidewalk, and curb, restoration after open cut excavations sewer repairs are complete.

Item	Description	Quant	Unit	Anchor		Spiniello	
				Bid Price	Bid Total	Bid Price	Bid Total
501	Remove of Bitumns. Paving Mtrl. 2" in. Depth	5,170.000	SY	\$ 18.00	\$ 93,060.00	\$ 1.00	\$ 5,170.00
502	CONT Remove of Bitumns, Paving Material 2" depth	6,900.000	SY	\$ 16.00	\$ 110,400.00	\$ 0.01	\$ 69.00
503	6" Sub-base using crushed Run	5,585.000	SY	\$ 19.00	\$ 106,115.00	\$ 0.01	\$ 55.85
504	CONT 6" Sub Base Using Crusher Run	6,900.000	SY	\$ 15.00	\$ 103,500.00	\$ 0.01	\$ 69.00
505	Hot Mix Asphlt Superpave 12.5 mm - Level 2 for sur	2,805.000	TN	\$ 265.00	\$ 743,325.00	\$ 1.00	\$ 2,805.00
506	CONT Hot Mix Asphalt Super 12.5 Level 2	610.000	TN	\$ 228.00	\$ 139,080.00	\$ 0.01	\$ 6.10
507	Hot Mix Asphlt Superpave 19.0 mm - Level 2 Base	4,035.000	TN	\$ 169.00	\$ 681,915.00	\$ 1.00	\$ 4,035.00
508	CONT Hot Mix Asphaly Super 19.0 Level 2	875.000	TN	\$ 144.00	\$ 126,000.00	\$ 0.01	\$ 8.75
509	Patching Existing Pavement Using Mix 7 Concrete	110.000	CY	\$ 465.00	\$ 51,150.00	\$ 600.00	\$ 66,000.00
510	CONT Patching Existing Pavement Mix 7 Concrete	475.000	CY	\$ 412.00	\$ 195,700.00	\$ 600.00	\$ 285,000.00
511	Patching Existing Rigid Pavement Mix 7 w/ reforc	1,195.000	CY	\$ 510.00	\$ 609,450.00	\$ 1.00	\$ 1,195.00
512	CONT Patch Exi Rigid Pavement Using Reinf Conc	1,420.000	CY	\$ 412.00	\$ 585,040.00	\$ 0.01	\$ 14.20
515	Bus Stopping Pad	100.000	SY	\$ 234.00	\$ 23,400.00	\$ 125.00	\$ 12,500.00
516	CONT Bus Stopping Pad	400.000	SY	\$ 207.00	\$ 82,800.00	\$ 0.01	\$ 4.00
601	Curb & Gutter	1,820.000	LF	\$ 35.00	\$ 63,700.00	\$ 1.00	\$ 1,820.00
602	CONT Curb and Gutter	2,700.000	LF	\$ 30.00	\$ 81,000.00	\$ 0.01	\$ 27.00
603	5" Conc. Sidewalk	5,020.000	SF	\$ 9.00	\$ 45,180.00	\$ 1.00	\$ 5,020.00
604	CONT 5" Concrete Sidewalk	8,650.000	SF	\$ 7.50	\$ 64,875.00	\$ 0.01	\$ 86.50
605	CONT 5" Concrete Sidewalk with Brick and Other Mate	1,500.000	SF	\$ 21.50	\$ 32,250.00	\$ 1.00	\$ 1,500.00

\$ 3,937,940.00
Anchor

\$ 385,385.40
Spiniello

Note that the difference between the two bids for the asphalt and repair bid items is \$3,552,554.60
(3,937,940.00- 385,385.40 = \$3,552,554.60)

Anchor's Bid \$12,488,798.05 12/20/17
Spiniellos Bid \$8,933,000.00 12/20/17
The Difference is \$3,555,798.05

Conclusion: If Spiniello had not unbalanced their bid, their bid would have been within Anchor's bid by **\$3,000.00**.
(Assuming their prices above were competitive to Anchor's, and in line with their previous bids, and the bids of other contractors)

Anchor Const
SC 965

Exhibit "D"

Comparing only asphalt and concrete bid items to the actual quantity takeoff to see what the actual cost to the City will be if Anchor is awarded v. Spiniello

Note: Quantities and bid items below are the total amounts needed for complete street restoration of concrete & asphalt

Item	Description	Quant	Unit	Anchor		Spiniello	
				Bid Price	Bid Total	Bid Price	Bid Total
501	Remove of Bitumns. Paving Mtrl. 2" in. Depth	5,170.000	SY	\$ 18.00	\$ 93,060.00	\$ 1.00	\$ 5,170.00
502	CONT Remove of Bitumns, Paving Material 2" depth	4,216.000	SY	\$ 16.00	\$ 110,400.00	\$ 0.01	\$ 42.16
505	Hot Mix Asphlt Superpave 12.5 mm - Level 2 for sur	1,125.000	TN	\$ 265.00	\$ 743,325.00	\$ 1.00	\$ 1,125.00
509	Patching Existing Pavement Using Mix 7 Concrete	110.000	CY	\$ 465.00	\$ 51,150.00	\$ 600.00	\$ 66,000.00
510	CONTPatching Existing Pavement Mix 7 Concrete	253.000	CY	\$ 412.00	\$ 195,700.00	\$ 600.00	\$ 151,800.00
				\$ 1,458,715.00		\$ 224,152.01	

Note that the difference between the two bids for the asphalt and repair bid items is \$ 1,234,562.99

So effectively, Spiniello took the \$1,234,562.99 they are lacking in the proper bid items, and placed the difference in other items Spiniello is guaranteed to be paid. (see below)

Items that are extremely high and unbalanced/irregular				Anchor		Spiniello		Extremely High
Item	Description	Quant	Unit	Bid Price	Bid Total	Bid Price	Bid Total	Difference
103	MOT	1.000	LS	\$ 136,200.00	\$ 136,200.00	\$ 470,259.00	\$ 470,259.00	\$ 334,059.00
301	Erosion and Sediment Control	1.000	LS	\$ 19,000.00	\$ 19,000.00	\$ 115,000.00	\$ 115,000.00	\$ 96,000.00
809	CIPP 8" Sanitary Sewer	976.000	LF	\$ 45.50	\$ 44,408.00	\$ 210.00	\$ 204,960.00	\$ 160,552.00
810	CIPP 18"	733.000	LF	\$ 72.00	\$ 52,776.00	\$ 225.00	\$ 164,925.00	\$ 112,149.00
811	CIPP 27"	2,178.000	LF	\$ 151.00	\$ 328,878.00	\$ 475.00	\$ 1,034,550.00	\$ 705,672.00
813	CIPP 12" Sanitary	150.000	LF	\$ 59.00	\$ 8,850.00	\$ 85.00	\$ 12,750.00	\$ 3,900.00
814	CIPP 15" Sanitary	1,000.000	LF	\$ 65.50	\$ 65,500.00	\$ 90.00	\$ 90,000.00	\$ 24,500.00

NOTE:
Unbalanced/Irregular bid items well above other bidders, and what Spiniello would use to recoup their shortage to pay for the asphalt and milling items (Items 501,502,505) (Many other items are also Irregular/Unbalanced.)

Irregular/
Unbalanced
\$ 1,436,832.00

Spiniello Bid Protest Exhibit A

Exhibit "E1"

This sheet takes out ALL contingent items AND changes the bid quantity for asphalt and concrete, to our takeoff quantity.

Note: These items are extremely unbalanced/irregular bid/items.

Note: Changed bid quantities to ACTUAL quantities to perform entire contract per takeoff for asphalt/ street restoration

Item	Description	Quant	Unit	Anchor		Spiniello	
				Bid Price	Bid Total	Bid Price	Bid Total
101	Mobe NTE 6 %	1.000	LS	\$ 640,000.00	\$ 640,000.00	\$ 535,000.00	\$ 535,000.00
102	Eng Office	1.000	LS	\$ 67,000.00	\$ 67,000.00	\$ 40,000.00	\$ 40,000.00
103	MOT	1.000	LS	\$ 136,200.00	\$ 136,200.00	\$ 470,259.00	\$ 470,259.00
116	Clearing And Grubbing	1.000	LS	\$ 61,700.00	\$ 61,700.00	\$ 96,000.00	\$ 96,000.00
118	Tree removal 12" to 30" Diameter	60.000	EA	\$ 1,400.00	\$ 84,000.00	\$ 250.00	\$ 15,000.00
122	ALLOWANCE Railroad Permit to enter	1.000	AL	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
123	ALLOWANCE BGE and other utilities Agreement	1.000	AL	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
124	ALLOWANCE for Tree Mitigation	1.000	AL	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
125	ALLOWANCE for Existing Utility Relocation	1.000	AL	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
126	ALLOWANCE for Adittional Construction Cost	1.000	AL	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
203	Class 3 Excavation. for Incidental Construction	650.000	CY	\$ 55.50	\$ 36,075.00	\$ 20.00	\$ 13,000.00
301	Proctor and Settlement Control	1.000	LS	\$ 19,000.00	\$ 19,000.00	\$ 115,000.00	\$ 115,000.00
304	Tree Protection Fencing	12,500.000	LF	\$ 7.00	\$ 87,500.00	\$ 2.00	\$ 25,000.00
309	Temp Access Road TYPE 1	4,000.000	SY	\$ 18.50	\$ 74,000.00	\$ 35.00	\$ 140,000.00
311	Temp Access Road TYPE 2	4,710.000	SY	\$ 36.50	\$ 171,915.00	\$ 35.00	\$ 164,850.00
314	Temp Stream Croosing	1.000	EA	\$ 20,300.00	\$ 20,300.00	\$ 1,500.00	\$ 1,500.00
501	Remove of Bitumns. Paving Mtrl. 2" In Depth	5,170.000	SY	\$ 18.00	\$ 93,060.00	\$ 1.00	\$ 5,170.00
502	CONT Remove of Bitumns. Paving Material 2" depth	4,216.000	SY	\$ 16.00	\$ 67,456.00	\$ 0.01	\$ 42.16
503	6" Sub-base using crushed Run	5,585.000	SY	\$ 19.00	\$ 106,115.00	\$ 0.01	\$ 55.85
505	Hot Mix Asphalt Superpave 12.5 mm - Level 2 for sur	1,125.000	TN	\$ 265.00	\$ 298,125.00	\$ 1.00	\$ 1,125.00
506	CONT Hot Mix Asphalt Super 12.5 Level 2	0.000	TN	\$ 228.00	\$	\$ 0.01	\$
507	Hot Mix Asphalt Superpave 19.0 mm - Level 2 Base	0.000	TN	\$ 169.00	\$	\$ 1.00	\$
508	CONT Hot Mix Asphalt Super 19.0 Level 2	0.000	TN	\$ 144.00	\$	\$ 0.01	\$
509	Patching Existing Pavement Using Mix 7 Concrete	110.000	CY	\$ 465.00	\$ 51,150.00	\$ 600.00	\$ 66,000.00
510	CONT Patching Existing Pavement Mix 7 Concrete	253.000	CY	\$ 412.00	\$ 104,236.00	\$ 600.00	\$ 151,800.00
511	Patching Existing Rigid Pavement Mix 7 w/ reinfo	0.000	CY	\$ 510.00	\$	\$ 1.00	\$
515	Bus Stopping Pad	100.000	SY	\$ 234.00	\$ 23,400.00	\$ 125.00	\$ 12,500.00
601	Curb & Gutter	1,820.000	LF	\$ 35.00	\$ 63,700.00	\$ 1.00	\$ 1,820.00

Exhibit " E2"

Item	Description	Quant	Unit	Bid Price	Bid Total	Bid Price	Bid Total
603	5" Conc. Sidewalk	5,020.000	SF	\$ 9.00	\$ 45,180.00	\$ 1.00	\$ 5,020.00
606	Detectable Warning Pavers	360.000	SF	\$ 18.50	\$ 6,660.00	\$ 1.00	\$ 360.00
701	Topsoil Furnish and placed at 4" Depth	32,689.000	SY	\$ 8.90	\$ 290,932.10	\$ 2.00	\$ 65,378.00
702	Seed and Mulch	22,289.000	SY	\$ 1.80	\$ 40,120.20	\$ 1.00	\$ 22,289.00
703	Square Yards of Hydroseeding	500.000	SY	\$ 2.30	\$ 1,150.00	\$ 1.00	\$ 500.00
704	Turf Establishment - Seeding & Mulching	9,000.000	SY	\$ 1.80	\$ 16,200.00	\$ 1.00	\$ 9,000.00
705	Upland Meadow Seeding & Mulching	18,000.000	SY	\$ 1.80	\$ 32,400.00	\$ 1.00	\$ 18,000.00
706	Planting N. Red Oak Trees - 1.5" B&B	26.000	EA	\$ 286.00	\$ 7,436.00	\$ 245.00	\$ 6,370.00
707	Planting Eastern Cottonwood Trees - 1.5" B&B	16.000	EA	\$ 286.00	\$ 4,576.00	\$ 245.00	\$ 3,920.00
708	Planting Tulip Poplar Trees - 1.5" B&B	22.000	EA	\$ 286.00	\$ 6,292.00	\$ 245.00	\$ 5,390.00
709	Planting Red Maple Trees - 1.5" B&B	20.000	EA	\$ 286.00	\$ 5,720.00	\$ 245.00	\$ 4,900.00
710	Planting Black Cherry Trees - 1.5" B&B	20.000	EA	\$ 286.00	\$ 5,720.00	\$ 245.00	\$ 4,900.00
711	Planting American Hornbeam/Ironwood Trees - 1.5" B	6.000	EA	\$ 286.00	\$ 1,716.00	\$ 245.00	\$ 1,470.00
712	Planting Arrowwood Shrubs - 24" Container	20.000	EA	\$ 69.00	\$ 1,380.00	\$ 59.00	\$ 1,180.00
713	Planting Common Serviceberry Shrubs - 24" Containe	18.000	EA	\$ 69.00	\$ 1,242.00	\$ 59.00	\$ 1,062.00
716	1000 Gallons Supplemental Watering Existing Trees	4.000	GL1K	\$ 204.00	\$ 816.00	\$ 175.00	\$ 700.00
717	Tree Preservation	1.000	LS	\$ 11,700.00	\$ 11,700.00	\$ 25,000.00	\$ 25,000.00
718	Tree Protection Signs	40.000	EA	\$ 58.50	\$ 2,340.00	\$ 60.00	\$ 2,400.00
719	Root Pruning	400.000	LF	\$ 5.80	\$ 2,320.00	\$ 5.00	\$ 2,000.00
720	Heavy Tree Protection	12.000	EA	\$ 409.00	\$ 4,908.00	\$ 400.00	\$ 4,800.00
721	Planting of Trees and Shrubs	1.000	LS	\$ 287,100.00	\$ 287,100.00	\$ 350,000.00	\$ 350,000.00
809	CIPP 8" Sanitary Sewer	976.000	LF	\$ 45.50	\$ 44,388.00	\$ 210.00	\$ 204,960.00
810	CIPP 12"	733.000	LF	\$ 72.00	\$ 52,776.00	\$ 225.00	\$ 164,925.00
811	CIPP 20"	2,178.000	LF	\$ 151.00	\$ 328,878.00	\$ 475.00	\$ 1,034,950.00
813	CIPP 12" Sanitary	150.000	LF	\$ 59.00	\$ 8,850.00	\$ 85.00	\$ 12,750.00
814	CIPP 18" Sanitary	1,000.000	LF	\$ 65.50	\$ 65,500.00	\$ 90.00	\$ 90,000.00
817	Chemical Grouting of Sanitary Sewers	205.000	GAL	\$ 7.60	\$ 1,558.00	\$ 50.00	\$ 10,250.00
818	Reinstate SHC from CIPP	300.000	EA	\$ 172.00	\$ 51,600.00	\$ 200.00	\$ 60,000.00
820	PR 12' LF 8" to 12" Sanitary < 12' Deep	3.000	EA	\$ 6,770.00	\$ 20,310.00	\$ 15,000.00	\$ 45,000.00
821	PR 12' LF 8" to 12" sanitary > 12' Deep	2.000	EA	\$ 9,110.00	\$ 18,220.00	\$ 25,000.00	\$ 50,000.00
827	PR 12' LF 15 - 18" Sanitary > 12' Deep	1.000	EA	\$ 11,400.00	\$ 11,400.00	\$ 30,000.00	\$ 30,000.00
828	PR 15 - 18" Sanitary > 12' Deep, Addl ft	16.000	EA	\$ 560.00	\$ 8,960.00	\$ 850.00	\$ 13,600.00
834	PR 27" SEWER > 12'	5.000	LF	\$ 15,200.00	\$ 76,000.00	\$ 11,000.00	\$ 55,000.00
841	8" PVC Sewer Replacement	318.000	LF	\$ 475.00	\$ 151,050.00	\$ 600.00	\$ 190,800.00
842	18" PVC Sewer Replacement	72.000	LF	\$ 1,290.00	\$ 92,880.00	\$ 1,000.00	\$ 72,000.00
843	PR CIPP 8 - 10" Sewer	30.000	EA	\$ 2,570.00	\$ 77,100.00	\$ 2,400.00	\$ 72,000.00

Spiniello Bid Protest Exhibit A

Exhibit " E3"

Item	Description	Quant	Unit	Bid Price	Bid Total	Bid Price	Bid Total
844	PR 8 - 10" Sewer Add'l ft > 8'	329.000	LF	\$ 233.00	\$ 76,657.00	\$ 300.00	\$ 98,700.00
861	Grout Setup for SHC	75.000	EA	\$ 613.00	\$ 45,975.00	\$ 300.00	\$ 22,500.00
863	Non- Structural Grout for SHC	300.000	GL	\$ 11.50	\$ 3,450.00	\$ 15.00	\$ 4,500.00
865	Structural Grouting of Service Connection	7.000	EA	\$ 4,500.00	\$ 31,500.00	\$ 4,000.00	\$ 28,000.00
868	Repair SHC by CIPP	86.000	EA	\$ 2,220.00	\$ 190,920.00	\$ 2,300.00	\$ 197,800.00
870	PR 8 lf of 4" to 6" SHC < 12 Deep	22.000	EA	\$ 5,250.00	\$ 115,500.00	\$ 10,000.00	\$ 220,000.00
871	PR 8 lf of 4: to 6" SHC > 12 Deep	5.000	EA	\$ 7,120.00	\$ 35,600.00	\$ 14,000.00	\$ 70,000.00
876	48" Precast MH	20.000	VF	\$ 1,040.00	\$ 20,800.00	\$ 2,000.00	\$ 40,000.00
880	TYPE A and B Sanitary Drop Connection	1.000	EA	\$ 5,660.00	\$ 5,660.00	\$ 5,000.00	\$ 5,000.00
883	Locate and Open Manhole	10.000	EA	\$ 568.00	\$ 5,680.00	\$ 1,500.00	\$ 15,000.00
885	Replace MH Frame and Cover	8.000	EA	\$ 1,740.00	\$ 13,920.00	\$ 1,600.00	\$ 12,800.00
887	Replace Manhole Cover	1.000	EA	\$ 701.00	\$ 701.00	\$ 700.00	\$ 700.00
889	Replace MH Frame & Cover w/lockable watertight F&C	1.000	EA	\$ 1,200.00	\$ 1,200.00	\$ 2,200.00	\$ 2,200.00
891	Reset MH Frame and Cover	17.000	EA	\$ 975.00	\$ 16,575.00	\$ 1,400.00	\$ 23,800.00
893	Provide and Install Manhole Adjustment Ring	3.000	EA	\$ 1,770.00	\$ 5,310.00	\$ 1,000.00	\$ 3,000.00
895	Replace MH Steps	11.000	EA	\$ 76.00	\$ 836.00	\$ 95.00	\$ 1,045.00
897	External Frame Seal	19.000	EA	\$ 1,110.00	\$ 21,090.00	\$ 2,300.00	\$ 43,700.00
899	Internal Manhole Frame Seal	2.000	EA	\$ 1,230.00	\$ 2,460.00	\$ 950.00	\$ 1,900.00
900	Interanal Frame Seal CONT.	25.000	EA	\$ 1,230.00	\$ 30,750.00	\$ 750.00	\$ 18,750.00
901	Reapir/Replace MH Invert Channel	4.000	EA	\$ 759.00	\$ 3,036.00	\$ 1,900.00	\$ 7,600.00
902	Grout and Seal Leaks in MH Walls (cement)	500.000	LB	\$ 7.00	\$ 3,500.00	\$ 60.00	\$ 30,000.00
903	Grout & Seal Leaks in MH Walls (epoxy)	50.000	GAL	\$ 111.00	\$ 5,550.00	\$ 120.00	\$ 6,000.00
904	Repair Pipe Seals	6.000	EA	\$ 992.00	\$ 5,952.00	\$ 950.00	\$ 5,700.00
906	Repair & Coat MH Interior (Cementatious)	150.000	VF	\$ 189.00	\$ 28,350.00	\$ 200.00	\$ 30,000.00
908	Reapair and Coat MH Interior (RESIN)	150.000	VF	\$ 368.00	\$ 55,200.00	\$ 300.00	\$ 45,000.00
911	Heavy Cleaning and Chemical Root Treat MH	14.000	EA	\$ 642.00	\$ 8,988.00	\$ 440.00	\$ 6,160.00
913	Rebuild Manhole Wall	33.000	VF	\$ 409.00	\$ 13,497.00	\$ 500.00	\$ 16,500.00
920	Install Cone & F&C for MH S63KK_002MH	1.000	LS	\$ 12,700.00	\$ 12,700.00	\$ 15,000.00	\$ 15,000.00

Conclusion: If ALL contingent items are not performed, and the bid quantites for concrete, and mill and overlay bid items are replaced above with the actual amount to perform if awared, Anchor will actually be lower than Spiniello to perform this contract.

Anchor	Spiniello
\$ 5,481,687.30	\$ 6,195,951.01
LOWER	HIGHER

Note: Anchor may be up to \$714,264 less to perform the exact identical work as Spiniello.

SC 965
Anchor Const.

Exhibit "F"

Contract M/WBE goals: MBE 18 %, WBE 16%

"Machado Construction" was a named MBE by Spiniello for a value of \$1,607,940.00 (Exactly 18 percent)

The following bid items 501-605 are All concrete and asphalt items and total only \$385,385.00 per Spiniellos bid.

Item	Description	Quant	Unit	Anchor		Spiniello	
				Bid Price	Bid Total	Bid Price	Bid Total
501	Remove of Bitumns. Paving Mtrl. 2" in. Depth	5,170.000	SY	\$ 18.00	\$ 93,060.00	\$ 1.00	\$ 5,170.00
502	CONT Remove of Bitumns, Paving Material 2" dep	6,900.000	SY	\$ 16.00	\$ 110,400.00	\$ 0.01	\$ 69.00
503	6" Sub-base using crushed Run	5,585.000	SY	\$ 19.00	\$ 106,115.00	\$ 0.01	\$ 55.85
504	CONT 6" Sub Base Using Crusher Run	6,900.000	SY	\$ 15.00	\$ 103,500.00	\$ 0.01	\$ 69.00
505	Hot Mix Asphlt Superpave 12.5 mm - Level 2 for s	2,805.000	TN	\$ 265.00	\$ 743,325.00	\$ 1.00	\$ 2,805.00
506	CONT Hot Mix Asphalt Super 12.5 Level 2	610.000	TN	\$ 228.00	\$ 139,080.00	\$ 0.01	\$ 6.10
507	Hot Mix Asphlt Superpave 19.0 mm - Level 2 Base	4,035.000	TN	\$ 169.00	\$ 681,915.00	\$ 1.00	\$ 4,035.00
508	CONT Hot Mix Asphaly Super 19.0 Level 2	875.000	TN	\$ 144.00	\$ 126,000.00	\$ 0.01	\$ 8.75
509	Patching Existing Pavement Using Mix 7 Concrete	110.000	CY	\$ 465.00	\$ 51,150.00	\$ 600.00	\$ 66,000.00
510	CONTPatching Existing Pavement Mix 7 Concrete	475.000	CY	\$ 412.00	\$ 195,700.00	\$ 600.00	\$ 285,000.00
511	Patching Existing Rigid Pavement Mix 7 w/ reinfo	1,195.000	CY	\$ 510.00	\$ 609,450.00	\$ 1.00	\$ 1,195.00
512	CONT Patch Exi Rigid Pavement Using Reinf Cond	1,420.000	CY	\$ 412.00	\$ 585,040.00	\$ 0.01	\$ 14.20
515	Bus Stopping Pad	100.000	SY	\$ 234.00	\$ 23,400.00	\$ 125.00	\$ 12,500.00
516	CONTBus Stopping Pad	400.000	SY	\$ 207.00	\$ 82,800.00	\$ 0.01	\$ 4.00
601	Curb & Gutter	1,820.000	LF	\$ 35.00	\$ 63,700.00	\$ 1.00	\$ 1,820.00
602	CONT Curb and Gutter	2,700.000	LF	\$ 30.00	\$ 81,000.00	\$ 0.01	\$ 27.00
603	5" Conc. Sidewalk	5,020.000	SF	\$ 9.00	\$ 45,180.00	\$ 1.00	\$ 5,020.00
604	CONT 5" Concrete Sidewalk	8,650.000	SF	\$ 7.50	\$ 64,875.00	\$ 0.01	\$ 86.50
605	CONT 5" Concrete Sidewalk with Brick and Other	1,500.000	SF	\$ 21.50	\$ 32,250.00	\$ 1.00	\$ 1,500.00

\$ 3,937,940.00

\$ 385,385.00

Spiniello Bid Protest Exhibit A

SC 965
Anchor Const.

Exhibit "G"

The bid items below are used primarily for street restoration, and curb and sidewalk repairs, and do not even cover the basic material costs as bid by Spiniello.

Bid Items That Are Grossly Unbalanced/Irregular				Anchor	Spiniello	Material Costs Only
Item	Description	Quant	Unit	Bid Price	Bid Price	
503	6" Sub-base using crushed Run	5,585.000	SY	\$ 19.00	\$ 0.01	\$3.50 for Gravel Per SY
504	CONT 6" Sub Base Using Crusher Run	6,900.000	SY	\$ 15.00	\$ 0.01	\$3.50 for Gravel Per SY
505	Hot Mix Asphlt Superpave 12.5 mm - Level 2 for sur	2,805.000	TN	\$ 265.00	\$ 1.00	\$50.00 per Asphalt Per Ton
506	CONT Hot Mix Asphalt Super 12.5 Level 2	610.000	TN	\$ 228.00	\$ 0.01	\$50.00 per Asphalt Per Ton
507	Hot Mix Asphlt Superpave 19.0 mm - Level 2 Base	4,035.000	TN	\$ 169.00	\$ 1.00	\$50.00 per Asphalt Per Ton
508	CONT Hot Mix Asphaly Super 19.0 Level 2	875.000	TN	\$ 144.00	\$ 0.01	\$50.00 per Asphalt Per Ton
509	Patching Existing Pavement Using Mix 7 Concrete	110.000	CY	\$ 465.00	\$ 600.00	OK
510	CONT Patching Existing Pavement Mix 7 Concrete	475.000	CY	\$ 412.00	\$ 600.00	OK
511	Patching Existing Rigid Pavement Mix 7 w/ reinfrc	1,195.000	CY	\$ 510.00	\$ 1.00	\$125.00 per CY for Concrete
512	CONT Patch Exi Rigid Pavement Using Reinf Conc	1,420.000	CY	\$ 412.00	\$ 0.01	\$125.00 per CY for Concrete
515	Bus Stopping Pad	100.000	SY	\$ 234.00	\$ 125.00	OK
516	CONT Bus Stopping Pad	400.000	SY	\$ 207.00	\$ 0.01	Concrete Cost @ \$34.60 Per SY
601	Curb & Gutter	1,820.000	LF	\$ 35.00	\$ 1.00	Concrete Cost @ \$8.90 Per LF
602	CONT Curb and Gutter	2,700.000	LF	\$ 30.00	\$ 0.01	Concrete Cost @ \$8.90 Per LF
603	5" Conc. Sidewalk	5,020.000	SF	\$ 9.00	\$ 1.00	Concrete Cost @ \$1.50 Per SF
604	CONT 5" Concrete Sidewalk	8,650.000	SF	\$ 7.50	\$ 0.01	Concrete Cost @ \$1.50 Per SF
605	CONT 5" Concrete Sidewalk with Brick and Other Mate	1,500.000	SF	\$ 21.50	\$ 1.00	Conc/Brick Cost @ \$3.75 Per SF

As an example: For bid items 505 and 506, the asphalt material alone, is approximately \$50.00 per ton. Spiniello's unit bid pricing does even cover material costs at \$1.00 and \$.01 respectively, and has ZERO labor and equipment costs. Further proof of an unbalanced/irregular bid.

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September 10, 2018

VIA FEDEX

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

**Re: Sanitary Contract No. 965
Improvements to Sanitary Sewers North East Baltimore
Response to Pre-Award Bid Protest of Anchor Construction Corporation**

Dear President and Members of the Board of Estimates:

This law firm represents Spiniello Companies, the low responsive and responsible bidder for Sanitary Contract No. 965. This letter is in response to the Pre-Award Bid Protest of Anchor Construction Corporation ("Anchor") dated January 8, 2017 (sic).

In summary of the details to follow, Anchor's protest is premised on unsubstantiated supposition, speculation and outright rejection of the City's bid item quantities that all bidders had to use to price their respective bids.¹ The premises of Anchor's protest are:

- Anchor's unilateral rejection of the City's quantity estimates, "as overstated nearly 900%" (See Anchor protest Examples (1) and (2) at p. 2 of 6);
- Anchor's selective comparison for "typical items that are always required on sewer contracts . . ." (See Anchor protest Example (3) at p. 2 of 6);
- Anchor's bald assertion that the "Spiniello bid is plainly front loaded . . ." (See Anchor protest Example (4) at p. 2 of 6);
- Anchor's allegation of "likely" Cost Savings to the City but only if you "eliminate [] all contingent items" and "replace [] the City's questionable bid quantities" for certain line items (See Anchor Protest Example (5) at p. 3 of 6);

¹ Apparently, Anchor based its bid on its own quantities, as it noted throughout its protest, particularly its Example (5) in which Anchor wrote it had replaced the City's questionable bid quantities with its own quantities to claim a "cost savings" of \$700,000 would inure to the City with Anchor's bid. Of course, no other bidder had access to Anchor's quantities for bidding purposes.

Honorable President
and Members of the Board of Estimates
c/o Harriette Taylor, Clerk, Board of Estimates
September 10, 2018
Page 2

- Anchor's allegation that Spiniello did not meet the MBE/WBE goals, not by challenging the M/WBE status of the listed contractors, but rather based on the value of the work that Anchor alleged one of the listed M/WBE contractors (Machado Construction) was only capable of performing, (See Anchor protest Example (6) at p. 3 of 6); and
- Anchor's supposition that Spiniello's "dollar" and "penny" unit prices are a "no-bid", (See Anchor protest Example (7) and p. 3 of 6).

Anchor's rationale, like its "Examples", is hollow. It is ironic that Anchor concludes its protest with the statement that "Anchor is looking for a 'level' playing field". Its protest, (apparently like its bid) is based, by its own words, on rejection of the City's bid quantities and substitution of its own quantities, selective comparison of "typical" work items (by Anchor's characterization, not the City's), "likely" cost savings to the City, if you eliminate contingent bid items and replace the City's quantities with Anchor's quantities and Anchor's expectations of the work to be performed by one of Spiniello's M/WBE contractors. No other bidder had the conditions on which Anchor premises its protest. The "level playing field" as Anchor calls for was for Anchor and Anchor alone.

Discussion

While Anchor writes of supposition, substituting its quantities for the City's quantities and other such premises noted above, Anchor does not address the Maryland Board of Contract Appeals' decisions discussing unbalanced bidding.

For example, in the *Appeal of Pile Foundation Construction Co.*, MSBCA 2238 (2001), the Board considered the low bidder's penny bid for line item work of dredging for the Wilson Bridge replacement construction. The Board adopted the definition that "an unbalanced bid offers 'unreasonably low prices on some items, and compensate[es] for them by unreasonably high prices on other items'. *Pile* MSBCA 2238 at p. 7. The Board recognized; "[t]here is no prohibition in the General Procurement Law against accepting an unbalanced bid . . ." ² *Pile*, MSBCA 2238 at p. 7. The Board further wrote:

For this reason, an unbalanced bid should be rejected only if its acceptance would violate the requirement for award to the responsible bidder submitting the lowest responsive bid which meets the requirements

² Anchor has not cited to any City regulation prohibiting acceptance of an unbalanced bid.

Honorable President
and Members of the Board of Estimates
c/o Harriette Taylor, Clerk, Board of Estimates
September 10, 2018
Page 3

and evaluation criteria set forth in the invitation for bid.

Pile, MSBCA 2238 at p. 7-8.

The Board concluded:

A distinction may be made between (1) a bid that only is “mathematically” unbalanced, i.e. the bid, although unbalanced, will result in the lowest price to the governmental body, and (2) a bid that is “materially” unbalanced, i.e. there is substantial doubt that the unbalanced bid represents the lowest price.

Pile, MSBCA 2238 at p. 8.

Anchor’s *only* contention that its bid will result in a cost savings to the City versus Spiniello’s bid is in Anchor’s Example (5) in its Protest. Of course, that Example (5) “cost savings” is based on an Anchor spreadsheet which “*eliminates all contingent items and replaces the City’s questionable bid quantities* for items 501 through 511 as compared to the actual quantities anticipated by a detailed engineering takeoff”. (emphasis in original) Anchor’s allegation is a strawman, based on a hypothetical rejection of all contingent item work (which was to be included in the bid) and hypothetical quantities (Anchor’s) not provided to any of the other bidders. It is only under those conditions that Anchor alleges a “cost savings” to the City.

Further, as to Anchor’s characterization of Spiniello’s bid to be “plainly front loaded”, (See Anchor protest Example (4) at p. 2 of 6), Anchor does not point to initial work items such as mobilization, but rather to asphalt and repair items that will be performed throughout much of the project performance period, rather than initial work items to generate an initial cash flow. Moreover, according to Anchor’s Exhibit D, Anchor again appears to be relying on its quantities, not the City’s quantities for its allegation.

For comparison, according to Anchor’s “Exhibit E”, Spiniello’s bid price for the early item Mobilization (Item 101) is less than Anchor’s price, and Spiniello’s Eng. Office item (Item 102) is less than Anchor’s price. “Cherry-picking” work items, as Anchor has done and substituting Anchor’s quantities for the City’s quantities are not the bases for a legitimate bid protest.

Lastly, as to Anchor’s allegation that Spiniello has not met the M/WBE goals, Anchor does not challenge the M/WBE status of Spiniello’s listed contractors. Instead, Anchor challenges the capability of one of Spiniello’s listed M/WBE contractors to perform the work as yet to be

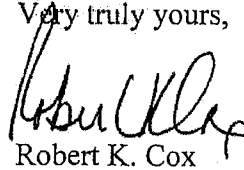
Honorable President
and Members of the Board of Estimates
c/o Harriette Taylor, Clerk, Board of Estimates
September 10, 2018
Page 4

subcontracted to that M/WBE contractor. As we all know, Anchor has no role in determining the work to be subcontracted to Spiniello's M/WBE contractor. Anchor's allegation is again supposition without substantiation.

In the end, Spiniello is the low bid, responsible and responsible bidder with a bid that will result in a \$3,515,798 savings to the City in comparison to Anchor's bid. Anchor's protest has presented no grounds, based in reality on the work and quantities presented to all bidders, for Anchor's protest to stand.

Spiniello requests this Board deny the protest and award SC-965 to Spiniello Companies.

Very truly yours,



Robert K. Cox

cc: Spiniello Companies, *(via e-mail)*
W. Michael Mullen, Esq, *(via e-mail)*
36889968_1

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December 14, 2018

VIA FEDEX

Rudolph S. Chow, P.E.
Director, Baltimore City Department of Public Works
200 Holliday Street, Suite 600
Baltimore, MD 21202

**RE: Recommendation for Award
Sanitary Contract No. 965
Improvements to Sanitary Sewers North East Baltimore**

Dear Director Chow:

This law firm represents Spiniello Companies (“Spiniello”) in matters related to its bid on Sanitary Contract No. 965 (“SC965”). It is Spiniello’s understanding that, in July/August 2018, DPW recommended to the Board of Estimates (“the Board”) that award of SC965 be made to Spiniello as **low bidder by \$3.5M**. Since that time, however, DPW has reversed its recommendation and now intends to recommend the award to Anchor Construction Company (“Anchor”). We write to request that DPW reconsider its revised recommendation.

We understand that DPW has elected to reject Spiniello’s significantly lower bid and now intends to recommend award of SC965 to Anchor based solely on the misleading and incorrect allegations in Anchor’s January 2018 Bid Protest – i.e., that Spiniello’s bid is materially unbalanced to the detriment of the City. For the reasons set forth in our September 10, 2018 letter in response to Anchor’s January 8, 2017 [sic] Pre-Award Bid Protest, and summarized below, Anchor’s allegations and information are incorrect and any reliance on those, particularly the unsupported inference that award to Anchor will result in significant cost savings to the City, is misplaced.¹ In fact, an award to Anchor will result in an additional cost to the City and the taxpayers of \$3.5M under DPW’s IFB quantities and at a minimum about \$1M using Anchor’s unsubstantiated substitute quantities.

BACKGROUND

In our opinion, a full discussion of the details of the bid process for SC965 substantiates Spiniello’s request that you reconsider your award recommendation.

¹ Copies of Anchor’s Bid Protest and Spiniello’s Response are included as Exhibits A and B, respectively, to this letter for your convenience and reference.

Spiniello timely submitted its bid to meet the DPW's SC965 December 6, 2017 IFB deadline. Spiniello was then – and remains – the lowest responsive and responsible bidder by a significant amount, even under Anchor's post-bid allegations and proposed substitute quantities.

On January 8, 2018, Anchor submitted a bid protest (the "Anchor Protest"), based on the incorrect argument that Spiniello's bid was materially unbalanced and should be rejected. However, a close read of the Anchor Protest shows additional arguments – i.e., that the unique combination of Spiniello's pricing method **and** the DPW's purportedly overstated bid quantities called for Spiniello's bid to be rejected.

Anchor also specifically asserted that Spiniello's bid should be rejected solely for the following reason:

Spiniello's [alleged] unbalanced bid, coupled with the City's overestimates, subverts the competitive bid system established by the Board.²

Nothing could be further from the truth. Anchor is particularly critical of the DPW's quantity estimates in the SC965 IFB, claiming that many of the quantities to be bid were "questionable," "grossly overstated" and "extremely overstated."³ Anchor further states that, prior to bid, Anchor submitted an RFI to the DPW claiming that the bid items were overstated and questioning the DPW's intent, but that the DPW failed to respond as required by the RFI.⁴

In July/August 2018, **months after receiving the Anchor Protest, DPW recommended to the Board that SC965 be awarded to Spiniello** as the lowest responsive and responsible bidder at the Board's August 22, 2018 Meeting. However, just before the August 22, 2018 Board Meeting, the Board deferred award to Spiniello, noting that "letters of protest were received on behalf of Anchor..."

Thereafter, Spiniello submitted a Response to the Anchor Protest ("Spiniello's Response"), explaining that Anchor did not present any valid grounds to bar the award of SC965 to Spiniello.⁵ Spiniello rebutted all of the allegations that its low bid should be found nonresponsive, as detailed in Spiniello's Response, incorporated herein. Spiniello's Bid was proper, and any allegation that Spiniello's pricing of certain work items with \$0.01 or \$1.00 unit prices is prohibited is contrary to Maryland caselaw. In fact, such pricing is a typical and accepted practice of risk assumption which is at the heart of the bidding process, and simply part of Spiniello's bid risk for this project. Where a bidder has priced items favorably to the DPW, by providing the lowest price for work items not likely to be performed at all, or in a quantity less than the scheduled quantity, this always results in a lower bid price and savings for the City. This is exactly what Spiniello did in this bid

² See Exhibit A, p. 4.

³ See Exhibit A, pp. 2 and 4.

⁴ See Exhibit A, pp. 4-5.

⁵ Exhibit B.

– assumed all of the risk of a lower bid price which clearly benefitted the City in a significant bid price reduction.

Further, Spiniello's Response pointed out that Anchor's bid and/or protest grounds raised serious issues with both Anchor's bid and post-bid advocacy. Anchor chose to continue the position asserted in its RFI, which was clearly not endorsed by the DPW pre-bid, and it ignored the DPW's Instruction to Bidders by: 1) submitting post-bid re-pricing by removing IFB-mandated contingent items, and 2) replacing DPW's Bid Estimate quantities with Anchor's Bid Estimate quantities – all in an effort to surreptitiously submit a new and lower Anchor bid price. However, even those improper and extraordinary methods by Anchor still result in a \$1M higher bid price than that of Spiniello if Spiniello were to apply those same extraordinary methods to its original bid.

Anchor's misleading post-bid gerrymandering of bid prices would allow Anchor to cherry-pick only a handful of line item prices (i.e. where Spiniello's unit prices are higher than Anchor's unit prices) rather than providing a fair and reasonable analysis or explanation of all item prices making up the bid (i.e., including those items where Anchor's unit prices are higher). **However, and most importantly, none of the specific line items in Spiniello's bid to which Anchor cites contain understated quantities – a critical element to establishing a materially unbalanced bid.**

Based upon the information in this letter, Spiniello hereby requests the DPW reconsider its revised recommendation that SC965 be awarded to Anchor, and instead reinstate its original recommendation of award to Spiniello as the low bidder by \$3.5M.

DISCUSSION

Any determination that Spiniello's bid is materially unbalanced (i.e. there is a detriment to the City due to substantial doubt that the unbalanced bid represents the lowest price) would be flawed and unsupported. As detailed below, Spiniello's Bid is not materially unbalanced and clearly represents the lowest price by a staggering amount.

A. Anchor's Allegations of Unbalanced Bidding Are Erroneous and Misstated

While a comparison of Anchor and Spiniello's Bids evidences clear differences in the unit pricing of certain work items, the mere difference in pricing between two bidders does not support a finding that one of the bids is materially unbalanced. That is merely the nature of the bidding process.

Any evaluation of unbalanced bidding must start with an understanding or definition of unbalanced bidding: A construction and procurement law treatise states as follows:

“Unbalanced bidding’ is a practice sometimes invoked by contractors who submit bids with unit prices based on owner-estimated quantities of work in order (1) to take advantage

of perceived understated quantity estimates for certain bid items, or (2) to “front end load” the contract payment schedule by unbalancing unit prices for initial work in order to enhance cash flow early in contract performance.” See Bruner & O’Connor Construction Law § 2:82, Contractor bid preparation and submission – unbalanced bidding (bolding and underlining added).

In the Anchor Protest, Anchor advocates a similar definition, stating that an unbalanced bid is one where a “*contractor allocates a disproportionate share of indirect costs and anticipated profit to the unit prices bid for those items on which he anticipates an overrun; the object being to reap overgenerous profits should the anticipated overruns materialize.*” (underlining added, bold in original).⁶ From the standpoint of both Spiniello and Anchor, a key element is an understated quantity estimate.

As noted in Spiniello’s Response, the clear and critical flaw in Anchor’s allegations is that an objective review of the record fails to demonstrate that Spiniello’s Bid is materially unbalanced under either the case law or even Anchor’s definition of an unbalanced bid. **Anchor’s real complaint is that Spiniello’s bid is lower and, to the City’s fiscal advantage, certain Spiniello items are priced below cost.**⁷ There is no allegation that Spiniello is taking advantage of understated quantities and no support for any inferred but mistaken allegation that Spiniello’s pricing will not actually result in the overall lowest cost to the City.

1. Spiniello’s Bid Does Not Take Advantage of Understated Quantities

Anchor’s principal challenge to Spiniello’s Bid is that Spiniello included in its bid low prices, by use of “penny” or “dollar” unit prices, for certain items in an effort to gain an overall pricing advantage in the procurement. Like other bidders on SC965 and likely all DPW procurements Spiniello priced certain low quantity items at minimal prices in an effort to be the low bidder and provide the City with the lowest possible total bid price for the total work. Spiniello evaluated the scope of work for these discrete items and determined that by pricing those items low (and assuming the risk of higher than anticipated quantities) Spiniello could keep its bid competitive and the City would benefit from a lower contract price. This practice is commonplace and most importantly (because it does not create doubt that Spiniello’s Bid will result in the lowest cost to the City) does not support a finding that Spiniello’s Bid is materially unbalanced.

In an apparent effort to create the illusion that Spiniello’s low unit prices are problematic Anchor points to only five (5) unit items (Items 809, 810, 811, 813, and 814) in Spiniello’s Bid which Anchor suggests are priced too high. However, the mere fact that five of Spiniello’s prices for certain items are higher than Anchor’s prices for those same items does not support a finding that the bid is unbalanced. As noted in even Anchor’s Bid Protest, a bid is potentially materially unbalanced when the bid applied **higher unit prices** on items where the owner’s **estimates are**

⁶ See Exhibit A, p. 4, footnote 4, relying on *Genstar Stone Paving Products Co. Inc. v. State Highway Admin.*, 94 Md. App. 594 (1992).

⁷ See Exhibit A, p. 5.

too low in order “to take advantage of perceived understated quantity estimates for certain bid items.” However, Anchor makes no assertion that these five **estimated quantities** are either too low or understated, nor does it challenge the totality of all bid unit prices. As such, there is no basis for the DPW to doubt that award to Spiniello will result in the significantly lowest cost to the City.

2. Spiniello’s Bid is Not Front-End Loaded

As explained in Spiniello’s Response to Anchor’s Bid Protest, frontloading describes the practice of setting up a contract payment schedule to apply higher unit prices for initial work for the purpose of enhancing cash flow early in contract performance. As also explained in Spiniello’s Response, the work items relied upon by Anchor in support of its frontloading allegation do not constitute initial work. As such, there can be no frontloading on those items. In fact, the details of the respective bids show that Spiniello’s pricing of early work items (e.g. mobilization (item 101) and Eng. Office (item 102)) is at **lower** unit prices than Anchor’s unit prices for the same early items. And strikingly, Anchor ignores the fact that the DPW’s specifications allow up to 6% of the total contract sum for mobilization, which Spiniello’s unit price falls below.

3. Spiniello’s Bid Meets the MBE Requirements

Anchor’s Bid Protest also presents a challenge to Spiniello’s MBE compliance, which is simply incorrect. Anchor merely speculates that Machado (an MBE named in Spiniello’s Bid) only performs concrete and asphalt work and cannot possibly achieve the 18% goal. However, as set forth in Spiniello’s Response, this is not only unsupported, but actually rebutted by the description of work set out by Spiniello and Machado in Spiniello’s Bid, as well as the scope of services within MWBOO’S Prequalification listing for Machado.⁸

B. Anchor’s Bid Protest Also Contains Confusing Information Regarding the Relative Pricing of Spiniello and Anchor

Given the astounding absence of support to demonstrate any material unbalanced bidding by Spiniello, we can only assume that the true purpose of Anchor’s Protest must have been to provide Anchor a platform to improperly re-price its significantly higher Bid after bid opening. As Spiniello’s Bid is more than \$3.5M **lower** than Anchor’s bid, Anchor used its Bid Protest as a pretext to improperly present both a post-bid criticism of the DPW’s estimated quantities, and a re-pricing of its original Bid using different quantities than provided in the DPW’s Solicitation. Ultimately, Anchor inappropriately used the Bid Protest process to erroneously force a post-bid revision and re-calculation based on Anchor’s estimated quantities, rather than the DPW’s estimated quantities.⁹ However, even after allowing Anchor to apply this unfair and improper process, as shown below, Spiniello still is the low bidder by almost \$1M.

⁸ See Exhibit B, pp. 3-4.

⁹ See Exhibit A, p. 2.

The effect of Anchor's improper but proposed quantity revisions has been analyzed in the attached spreadsheet of all Bid Items; but with substituting Anchor's quantities for the DPW's take-off quantities (which were used by all other bidders for SC965) (*see* Exhibit C). Anchor's suggestion that revising the bid quantities would eliminate any significant price gap is wrong. Indeed, the results show that even after substituting Anchor's revised quantities Spiniello remains the low bidder at \$8,771,634 and Anchor remains the second low bidder at \$9,697,755.

Summary of Exhibit C

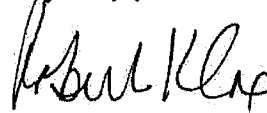
City's Est. Quantities		Anchor's Est. Quantities	
Bidder	Bid Price	Bidder	Bid Price
Spiniello	\$ 8,933,000.00	Spiniello	\$8,771,634.00
Anchor	\$12,448,798.00	Anchor	\$9,697,755.00
Spiniello Low By:	\$ 3,515,798.00	Spiniello Low By:	\$ 926,121.00

Thus, even after using Anchor's improper post-bid revised quantities and pricing, Spiniello's bid still results in close to \$1M in savings to the City and taxpayers.

CONCLUSION

Spiniello's bid is not materially unbalanced, and award to Spiniello will only serve to significantly benefit (not harm) the City and taxpayers. In the end, for the reasons detailed above, Spiniello is a responsible and responsive low bidder. Spiniello's bid will result in a \$3,515,798 savings to the City and the taxpayers in comparison to Anchor's **original** bid. As such, Spiniello requests that you reconsider your revised determination to recommend award to Anchor, and instead retain your original determination to recommend award to Spiniello.

Very truly yours,



Robert K. Cox

Enclosures

cc: Spiniello Companies (via email)
Brian Cashmere, Esq. (via email)
W. Michael Mullen, Esq (via email)

EXHIBIT A

Leonard A. White
Attorney at Law

10319 Westlake Drive, #346
Bethesda, Maryland 20817
(301) 961-6430
(Bar Affiliations: MD, DC)

January 8, 2017

HAND-DELIVERED

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

Re: **Sanitary Contract No. 965 - - Improvements to Sanitary Sewers North East
Baltimore.**

Pre-Award Bid Protest on behalf of Anchor Construction Corporation

Dear Ms. Taylor:

The undersigned represents Anchor Construction Corporation (Anchor) which submitted the lowest responsive bid for the pending Solicitation for Sanitary Contract No. 965 (SC 965).

Anchor hereby protests, prior to award, that the bid submitted by Spiniello is non-responsive under SC965, and Anchor asserts that it must be rejected because Spiniello deliberately submitted a mathematically and materially unbalanced bid. Further, the bid, as submitted by Spiniello, otherwise does not conform to the instructions/requirements of the solicitation for SC965.

The following explanations ("Examples") are intended to support Anchor's assertion that the Spiniello bid is **materially unbalanced and substantially fails to meet the MBE goals** and, therefore, is nonresponsive, Anchor has attached Exhibits, which by this reference are made part of this Protest. In short, the extremely large mathematical differences and "penny" bids ¹ analyzed in the Exhibits are illogical; and, ultimately will pose an unreasonable risk to the City of Baltimore (City). ²

¹ When a low bid contains token bid prices (i.e., penny unit bids), front loadings, or bid prices with large variations from the engineer's estimate, it should be considered a mathematically unbalanced bid.

² Federal and State courts ordinarily will set aside an agency's determination when the court concludes that the public agency's action was "arbitrary, capricious or an abuse of discretion." The arbitrary and capricious standard applies if there was no rational basis for the agency's decision. (See *Salisbury University v. J. M. Zimmer, Inc.*, 199 Md.App.163,20 A.3rd 838 (2011).

Examples

(1) The actual quantity of concrete needed for permanent **roadway restoration patching is grossly overstated**. After making a liberal takeoff, including all contingent items, the City's total bid quantities for bid items 509 through 512 are overstated by nearly 900%. The actual quantity to do all permanent roadway patching is 363 CY and Anchor's bid for these items is lower by \$62,414. (See, Exhibit A, 1-3, SC 965-Concrete Takeoff.)

(2) The actual takeoff quantity is 9,386 SY for all asphalt milling and placement of the 2-inch hot asphalt overlay that are required to repair all street patches. The City's bid quantity for bid items 501 and 502 totals 12,070 SY. Also, Anchor's takeoff reveals that 1,125 tons of 2-inch asphalt material is sufficient under bid items 505 and 506 for roadway repairs.

Anchor's bid for the work using realistic unit prices and Spiniello's **unit prices of one dollar and one penny for Items 501 and 502**, respectively, produce an enormous price difference of \$118,606 versus \$5,239. In addition, using realistic unit prices and Spiniello's **unit prices of one dollar and one penny for Items 505 and 506**, respectively, for 2" asphalt overlay, similarly produce a price difference of \$298,125 versus \$1,125. The City's total bid quantities for these items are overstated by approximately 300%. (See, Exhibit B1-4, SC 965-Mill and 2-inch Asphalt Overlay Takeoff.)

(3) The comparison of Spiniello's pricing for typical items that are always required on sewer contracts shows a **stunning order of magnitude "unbalance,"** that is, Anchor's cumulative unit prices total of \$3,937,940 versus Spiniello's bid for the same items of \$385,385, which does not cover the most basic costs. Note that the difference of \$3,937,940 versus \$385,385 is almost exactly the difference between Anchor's and Spiniello's bid. These items are crucial because they are always used for street, sidewalk, and curb restoration after excavation for sewer repairs are complete. [This is comparing all items as bid for items 501-605 related to 2" asphalt milling, 6" sub-base, 2" surface asphalt, 4" asphalt base, bus pads, curb and gutters, and sidewalks.] (See, Exhibit C, SC 965 -Comparison of only Asphalt and Concrete Items Used for Street Repairs.)

(4) Clearly, the Spiniello bid is **plainly frontloaded** on items that they guaranteed to be paid under a hypothetical award by at least \$1,436,832. The difference between the two bids for asphalt and repair items, for which Spiniello is guaranteed to be paid, is \$1,234,563. (See, Exhibit D, Comparison of Asphalt and Concrete Quantities to the Actual Takeoff and Frontloading.)³

³ A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment. A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which are anticipated for the performance of the items in question. (Compare, *Ultimate Concrete, LLC v. United States* (Court of Federal Claims, 2016)).

(5) Award to Anchor is likely to present a cost savings to the City of more than \$700,000. This spreadsheet **eliminates all contingent items, and replaces the City's questionable bid quantities** for items 501 through 511 as compared to the actual quantities anticipated by a detailed engineering takeoff. If the City performs additional quantities of items 809 - 814 for Cured In Place Pipelining (CIPP), this price difference will be magnified. (See Exhibit E1-3, SC 965-Comparison of Asphalt and Concrete with All Contingent Items Eliminated.)

(6) Spinello's **pricing manipulations** show that their **bid is not responsive to the contract required M/WBE goals of MBE 18% and WBE 16%**. Machado Construction was a named MBE for the value of \$1,607,940 (exactly 18% of the face value) and R & R Construction and Advantage.MH were named WBE's (16% of the face value). But Machado *only* performs concrete and asphalt work and does not do utility work. Bid items 501-605 include all concrete and asphalt items for the entire contract, which Anchor's bid shows to be \$3,937,940. As bid by Spinello, all concrete and asphalt items total only \$385,385. Therefore, Spinello's bid is not responsive because their MBE goal is less than 5%. (See Exhibit F, Comparison of Contract M/WBE goals.)

(7) Spinello's use of "**dollar**" and "**penny**" unit prices are effectively a "**no bid.**" They do not cover the most basic material costs for performing the work covered by each of those bid items. This is another example of **pricing manipulations** used in their attempt to gain advantage by unbalancing their bid. (See, Exhibit G, SC 965-Chart Showing that Dollar and/or Penny Bids do not Cover Basic Material Costs for Street Restoration.)

Relative contract clauses from the City's Specification.

These excerpts from the City's Specifications 2006 ("Greenbook") shows the City's **intention was to warn** potential bidders that **materially unbalanced bids** should not be submitted as the Board "may not" accept such irregular /unbalanced bids because they are not in the City's best interests. See the following paragraphs:

00 51 00.02 AWARD AS AN ENTIRETY

... the Contract will ...will be awarded in its entirety on the basis of the "Bid total". **Bidders shall provide prices on all items.**

00 21 13.16 ESTIMATED QUANTITIES

D. **Variation in estimated quantities:** Where the quantity of a pay item in a Contract is an estimated quantity and where the actual quantity of such pay items varies more than twenty-five percent (25%) above or below the estimated quantity stated in the Contract, an equitable adjustment in the Contract Price shall be made after receipt of written demand of either party.

Anchor Protest re: SC965

00 21 13.11 IRREGULAR BIDS

Bids may be rejected if they show any omissions; alterations of form, character, quality and/or quality not called for; conditional or alternate Bids not called for; or irregularities of any kind. The City reserves the right to reject any nonconforming, non-responsive, unbalanced, or conditional proposals unless expressly required or authorized in the Bid documents.

00 51 00.05 UNRESPONSIVE AND UNBALANCED BIDS

To better ensure fair competition and to permit a determination of the lowest Bid, unresponsive Bids or unbalanced and/or conditional Bids may be rejected by the Board of Estimates at its sole discretion.

While Anchor and the other competitors could only rely on the **intended meaning and the City's purpose for inclusion** of the two above paragraphs in the Specifications, Spiniello ignored them entirely. Again, the only intention of a "penny" bids are, in effect, no bids because the item has no value as solicited by the City.

Further, the *Variation in Quantity* clause is limited to plus or minus 25%. Potential substantial overestimates by the City, as demonstrated by the Exhibits, combined with the contract language, **presents the City with real additional liability**. Consequently, if the overstated quantities are intended for "other" work, there is almost certainly going to be substantial demands for additional and much more expensive equitable adjustments.

Thus, Spiniello's unbalanced bid, coupled with the City's overestimates, **subverts the competitive bid system** established by the Board. ⁴

For this reason alone, Anchor's asserts that its bid is the lowest.

Unanswered Inquiry by Anchor.

While performing a takeoff of the various major pay items, in preparation for its bid for SC 965, Anchor noticed that the quantities as bid for street restoration under bid items 501 through 605 for items such as asphalt milling, six-inch subbase, 2-inch surface asphalt, concrete patching and various others, were **extremely overstated and in some cases exceeding 800%** of the quantity needed to perform all work of this contract, including contingent items.

⁴ *Genstar Stone Paving Products Co., Inc. v. State Highway Admin.*, 618 A.2d 256, 94 Md.App. 594 (Md. App., 1992) (where the Court said, "... Such a bid, it is explained, is one in which the contractor allocates a disproportionate share of indirect costs and anticipated profit to the unit prices bid for those items on which he anticipates an overrun; the **object being to reap overgenerous profits should the anticipated overruns materialize**. Should... officials conclude that neutralization of the vice of unbalanced bids can best be accomplished by the de novo repricing of excess or short-fall procurement under an estimated quantity contract, they can readily adopt language to that end." (Emphasis added.)

Anchor Protest re: SC965

Therefore, prior to the bid on December 6, Anchor, recognizing this estimating discrepancy, sent an email to the City (See, Exhibit 1, Emails by Michael Hillard explicitly Questioning the Overstated Quantities in SC 965), as follows:

“... It appears the roadway restoration bid items 503-512 are extremely overstated, and will exceed what would be needed to perform the roadway patching for all “open-cut” bid items in this contract. Is it the intent of the City to use these bid items to perform additional roadway restoration not completed by others on previous contracts?” (Emphasis added.)

A follow-up email was sent on December 13. But there was **no response by the City** to Mr. Hillard’s “RFP” **contrary to the Greenbook Instructions** to Bidders.

Summary Points

- The bid by Spiniello is substantially below the MBE/WBE percentages promised and must be rejected as a matter specifically contrary to City’s ordinances.
- The bid submitted by Spiniello is mathematically and materially unbalanced and there is *no rational basis* for award to Spiniello based on the unbalanced bid submitted. The bid does not cover basic material costs.
- The bid by Spiniello poses an unacceptable risk to the City in that it is likely to pay unreasonably high prices for the anticipated customary contract work as a direct result of Spiniello ’s unbalanced bid.
- Any potential award of SC 965 by the City to Spiniello would be *prejudicial and costly* and *not in the public’s interest*.

Concluding Statement

The Board of Estimates surely recognizes that it is responsible for the integrity of the sealed bid formal procurement process on behalf of the City. And so, Anchor stresses that the Board should recognize that Spiniello has abused that process by its *deliberate manipulation of bid items for SC 965 to knowingly gain advantage over the other contractors at the City’s expense*; by submitting a materially unbalanced bid; and, by submitting its nonresponsive bid for the sanitary sewer work covered by this procurement.

Anchor Construction Corporation respectfully requests that the Board of Estimates award the Contract SC 965 to Anchor as the lowest responsive bidder.

Further, Anchor is a responsible bidder to the City and has successfully performed millions in related sewer work in the last five years and has never had any claims or major change orders. As always in competitive bidding, Anchor is looking for a “level” playing field.

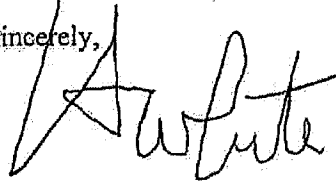
Anchor Protest re: SC965

Anchor asserts that award to any other bidder is clearly improper and would be contrary to the City's established policies, procurement rules and regulations enacted to ensure the viability of the City's competitive bid system.

Further, Anchor requests that the Board delay award for SC 965 until this Protest can be fully adjudicated.

For all the above reasons, Anchor asks that its Protest be granted.

Sincerely,

A handwritten signature in black ink, appearing to read "L. White". The signature is written in a cursive, somewhat stylized font.

Leonard A. White
Attorney for Anchor Construction Corporation

Copies via email to:

Florentino Gregorio, President, Anchor Construction Corporation
William Custead, Executive Vice President, Anchor Construction Corporation
Michael Schrock, Esq., Chief Contracts Practice Group,
Andre M. Davis City Solicitor
Courtney Billups Chief, Minority and Women's Business Opportunity Office

EXHIBITS

Exhibit No. 1, Emails by Michael Hillard explicitly Questioning the Overstated Quantities in SC 965;

And

Exhibit A1-A3, Concrete Takeoff.

Exhibit B1-B4, Mill and 2-inch Asphalt Overlay Takeoff.

Exhibit C, Comparison of only Asphalt and Concrete Items Used for Street Repairs.

Exhibit D, Comparison of Asphalt and Concrete Quantities to the Actual Takeoff and Frontloading.

Exhibit E1-E3, Comparison of Asphalt and Concrete with all Contingent Items Eliminated.

Exhibit F, Comparison of Contract M/WBE goals.

Exhibit G, Chart showing that "Dollar" and/or "Penny" Bids does not cover basic material cost for Street restoration.

EXHIBIT "1"

Michael Hillard

From: Michael Hillard
Sent: Wednesday, December 13, 2017 9:59 AM
To: 'Latoria.Walston@baltimorecity.gov'
Cc: Bill Custead
Subject: FW: SC 965 RFI

Good Morning,
I'm following up on the previous email regarding the disparity in the volume of roadway patching, vs the volume of open cut repairs requiring permanent patching. Did you receive this previous email?

Also-

Would it be possible for Baltimore City to separate the drawings per the original contracts? (i.e.- a separate bundle for SC908, SC909, SC911, BGE Comments). The current plan sets do not appear to be organized in any particular method, but rather the contracts are intermixed.

Thanks,
Mike

From: Michael Hillard
Sent: Wednesday, December 6, 2017 10:03 AM
To: 'Latoria.Walston@baltimorecity.gov'
Subject: SC 965 RFI

Good Morning,
It appears the Roadway Restoration Bid Items 503 thru 512 are extremely overstated, and well exceed what would be needed to perform the roadway patching for all "open-cut" bid items in this contract. Is it the intent of the City to use these bid items to perform additional roadway restoration not completed by others on previous contracts?

Thanks,
Mike

Michael Hillard
Estimator
Office: 202-269-6694 Ext. 211
Cell: 240-832-3958

Exhibit "A1"

Concrete Takeoff

(Bid Items 509 & 510 " Patch Ex. Pavement Mix 6/7 ")

(Bid Items 511 & 512 " Patch Ex. Pave, Rigid Pavement Mix 6/7 ")

- I. Takeoff follows to determine amount of ALL open cut repairs including all contingent point repairs to determine the actual amount of concrete to be used in this contract versus the actual bid quantities provided by the City for permanent roadway restoration patching for all open street cuts.

A. Open Cut Point Repairs, Sanitary Sewers : Paid by " Each"

1. A sanitary sewer open cut point repair is defined as an excavated sewer line repair of varying depth, and includes pipes sizes ranging from 8 inch to 33 inch. The bid items are 820,821,823,824,827,829,830,833,834,837, and 838. These bid items include up to 12' LF of sewer pipe repair.

	<u>Bid Sheet</u>	<u>Quant Of Point Repairs</u>	<u>Unit</u>
	24	34	Ea
	25	11	Ea
	26	10	Ea
	27	<u>10</u>	Ea
Total	Point Repairs	65	Ea

B. Open Cut Point Repairs, Sanitary Sewers: Paid By" Added LF"

1. These bid items are directly related to the bid items described above, and are to be paid when a Open Cut Point Repair exceeds 12 LF in length. For example, if a point repair is 15 lf, it is to be paid as one(1) each per the above, plus the additional LF in excess of 12 LF, which in this example is 3 additional LF. The bid items are 822,825,826,828,831,832,835,836,839,840,841, and 842.

	<u>Bid sheet</u>	<u>Quant. Of Added LF</u>	<u>Unit</u>
	24	14	LF
	25	91	LF
	26	40	LF
	27	<u>20</u>	LF
Total	Added LF	165	LF

C. Open Cut Point Repairs, Sewer House Connections: Paid by " Each"

1. A sewer house connection open cut repair is defined as an excavated sewer house connection repair up to 8 LF in length of varying depth. The bid items are 870,871,872, and 873.

	<u>Bid Sheet</u>	<u>Quant Of Point Repairs</u>	<u>Unit</u>
	32	77	Ea
	33	<u>25</u>	Ea
Total		102	EA

D. Open Cut Point Repairs, House Connections: " Added LF"

1. These bid items are to be used with the above open cut sewer house connection repairs described above, and are to be paid when the repair exceeds 8 LF in length. The bid items are 874, and 875.

	<u>Bid Sheet</u>	<u>Quant Of Point Repairs</u>	<u>Unit</u>
	32	77	LF
Total		77	LF

II Determination of actual concrete needed to patch all items above, versus the bid quantity provided in the bid documents by the City.

1 Open Cut Point Repairs, Sanitary Sewers : Each (Corresponds to "A" above)

To repair the street after repairs are made, a typical patch will be 14' long (2 LF longer than the repair to allow trench shoring), by approximately 5' wide, by 10" thick concrete. Note that 10" = .83'

	<u>Total Pnt Rprs</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>CY Concrete</u>
Total	65	14	5	0.83	139.87

2 Open Cut Point Repairs, Sanitary Sewers: " Added LF" (Corresponds to "B' above)

Repair of streets after repairs are made. This includes the added LF that exceeds the 12 LF that is included in the "per each" bid items.

	<u>Total LF</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>CY Concrete</u>
Total	165		5	0.83	25.36

3 Open Cut Point Repairs, House Connections: " Each"

To repair the street after repairs are made, a typical patch will be 10 long (2 LF longer than the repair to allow trench shoring), by approximately 5' wide, by 10" thick concrete.

	<u>Each</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>CY Concrete</u>
Total	102	10	5	0.83	156.78

4 Open Cut Point Repairs, House Connections: " Added LF"

Repair of streets after repairs are made. This includes the added LF that exceeds the 8 LF that is included in the "per each" bid items.

	<u>LF</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>CY Concrete</u>
Total	77		5	0.83	11.84

Anchor Const
SC 965

Exhibit "A3" Continued

CY Concrete
30.00

5 Concrete Needed for bid items 876 to 923

This amount of concrete is added to include numerous misc. bid items that might involve manhole replacement, manhole frame and covers, and possible water service replacements

Total CY of Concrete for Entire contract 363.84 CY

III Balt City's Bid Items for concrete roadway patching:

Bid item 509	110 Patch Ex Pavement Mix No. 6/7	CY
Bid item 510	475 Cont. Patch Ex Pavement Mix No. 6/8	CY
Bid item 511	1195 Patch Ex Rigid Pave. w/ Reinforced	CY
Bid item 512	<u>1420</u> Cont. Patch Ex Rigid Pave. w/ Reinforced	CY
	3200 CY	City's Total Bid Quantities
	363.84 CY	<u>Actual Quantities Needed</u>

Conclusion: The City's total bid quantities for the above bid items 509-512 are 880 percent overstated. Anchor's takeoff is very generous, and includes all contingent items.

Anchor: Bid price to do all roadway Concrete patching: (per actual amount needed)

Item 509	110 CY	@ Bid Price	\$ 465.00 =	\$ 51,150.00
Item 510	<u>253</u> CY	@ Bid Price	\$ 412.00 =	<u>\$ 104,236.00</u>
	363 CY			\$ 155,386.00

Spiniello: Price to do all roadway Concrete patching: (per actual amount needed)

Item 509	110 CY	@ Bid Price	\$ 600.00 =	\$ 66,000.00
Item 510	253 CY	@ Bid Price	\$ 600.00 =	<u>\$ 151,800.00</u>
				\$ 217,800.00

Note: To do the actual contract work for the roadway concrete patching, Anchor is \$62,414.00 less expensive based on takeoff for Items 509 and 510.

$$(217,800.00 - 155,386.00 = 62,414.00)$$

Anchor Const
SC 965

Exhibit "B1"

Asphalt Milling & 2" Asphalt Overlay Takeoff

(Bid Items 501 & 502 " Removal of Bituminous Mat. 2" Depth)

(Bid Items 505 & 506 " Hot Mix Asphalt, 2" Surface Course)

- I. Takeoff follows to determine amount of ALL open cut repairs including "each" items and "added LF" items includes ALL contingent items. The following calculations are used to determine actual quantities of asphalt milling, and 2" hot asphalt overlay that is required to repair all street patches.

A. Open Cut Point Repairs, Sanitary Sewers: " Each"

Please refer to Exhibit "A" for detailed explanation.

The bid items are 820,821,823,824,827,829,830,833,834,837, and 838

These bid items include up to 12' LF of sewer pipe repair.

<u>Bid Sheet</u>	<u>Quant</u>	<u>Unit</u>
24	34	Ea
25	11	Ea
26	10	Ea
27	<u>10</u>	Ea
Total	65	Ea

B. Open Cut Point Repairs, Sanitary Sewers: " Added LF"

Please refer to Exhibit "A" for detailed explanation.

The bid items are 822,825,826,828,831,832,835,836,839,840,841, and 842

<u>Bid Sheet</u>	<u>Quant</u>	<u>Unit</u>
24	14	LF
25	91	LF
26	40	LF
27	<u>20</u>	LF
Total	165	LF

C. Open Cut Point Repairs, House Connections: " Each"

Please refer to Exhibit "A" for detailed explanation.

The bid items are 870,871,872, and 873.

<u>Bid Sheet</u>	<u>Quant</u>	<u>Unit</u>
32	77	Ea
33	<u>25</u>	Ea
Total	102	EA

D. Open Cut Point Repairs, House Connections: " Added LF"

Please refer to Exhibit "A" for detailed explanation.
The bid items are 874, and 875,

<u>Bid Sheet</u>	<u>Quant</u>	<u>Unit</u>
32	<u>77</u>	LF
Total	77	LF

II Determination of actual Milling/ Overlay needed to patch all items above

(Note: Each patch will have 10' added to either side, & extend to curb/center line)
(E.G. Typical 14 LF cut, extend to 34' long, 5LF width, extended to 15' Wide.)

1 Open Cut Point Repairs, Sanitary Sewers : " Each"

	<u>Each</u>	<u>Length</u>	<u>Width</u>	<u>SY Milling</u>
Total	65	34	15	3683.33

Note: Added to the 14' cut length detailed in exhibit "A", 20 feet is added (10 LF on either side of street repair per City Mill and Overlay guidelines), plus an additional 10' added to the original 5' width to extend to curb and/or road center.

2 Open Cut Point Repairs, Sanitary Sewers: " Added LF"

	<u>LF</u>	<u>Length</u>	<u>Width</u>	<u>SY Milling</u>
Total	165		15	275.00

Note: 10 lf added to original 5' wide street cut to extend to curb and/or road center.

3 Open Cut Point Repairs, House Connections: " Each"

Note: Added to the 10 ' cut length detailed in exhibit "A", 20 feet is added (10 LF on either side of street repair per City Mill and Overlay guidelines), plus an additional 10' added to the original 5' width to extend to curb and/or road center.

	<u>Each</u>	<u>Length</u>	<u>Width</u>	<u>SY Milling</u>
Total	102	30	15	5100.00

Anchor Const
SC 965

Exhibit "B3"

continued

4 Open Cut Point Repairs, House Connections: " Added LF"

	<u>LF</u>	<u>Length</u>	<u>Width</u>	<u>Depth</u>	<u>SY Milling</u>
Total	77		15		128.33

Note: 10 lf added to original 5' wide street cut to extend to curb and/or road center.

5 Misc. Milling Needed for bid items 876 to 923	SY Milling
(MH's, Water Services, Frame/Covers etc)	200.00

Total SY Milling & 2" Overlay for Entire contract 9386.67 SY

Balt City's Bid Items

Bid item	501	5170 Removal Of Bituminous Material 2"	SY
Bid item	502	6900 Cont. Removal of Bitum. Mater. 2"	Sy
		12070 SY	City Total Bid Quant.
		9386 SY	Actual Quant. Needed

Conclusion:

128 percent over what is actually needed per above takeoff.
Includes ALL contingent items.

Anchor: Bid price to do all roadway milling (per actual quantities Needed)

Item 501	5170 SY	at	\$	18.00 =	\$ 51,150.00
Item 502	4216 SY	at	\$	16.00 =	\$ 67,456.00
	9386 SY				\$ 118,606.00

Spiniello: Price to do all roadway Milling (per actual quantities Needed)

Item 501	5170 SY	at	\$	1.00 =	\$ 5,170.00
Item 502	4216 SY	at	\$	0.01 =	\$ 69.00
	9386 SY				\$ 5,239.00

Note: These are the above bid items as bid.

Note: To do the actual contract work, Anchor would have been
\$113,367.00 MORE than Spiniello

III. Amount of 2" Surface Asphalt Required to patch Anchor Bid V, Spiniello:

Note: 9386 SY of Milling will require 1,125 tons of surface 2" Asphalt overlay

a Anchor: Bid price to do all roadway 2" Overlay per actual takeoff.

Item 505	1125 TN	at	\$	265.00	=	\$ 298,125.00
Item 506	<u>N/A</u>	at	\$	228.00	=	
	1125 Tn					<u>\$ 298,125.00</u>

b Spiniello: Price to do all roadway Milling per actual takeoff.

Item 505	1125 TN	at	\$	1.00	=	\$ 1,125.00
Item 506	<u>N/A</u>	at	\$	0.01	=	
	1125 Tn					<u>\$ 1,125.00</u>

Note: To do the actual contract work, Anchor will be
\$297,000.00 MORE than Spiniello
(298,125.00 - 1,125.00)

c Balt City's Bid Items

Bid Item	505	2805 Hot Mix Asphalt 2" Surface Course	Tn
Bid Item	506	<u>610 Cont. Hot Mix Asp 2" Surface Course</u>	Tn
		3415	Tns

3,415 Tns
1,125 Tns

City's Total Bid quantity
Actual Quant. Needed

Note: City's bid quantity of Items 505 & 506 overstated by 300 %

Anchor Const
SC 965

Exhibit "C"

Comparing only asphalt and concrete items used for street repairs per the SC 965 bid: Anchor V. Spiniello

Comparing all items as bid for items 501-605 related to 2" asphalt milling, 6" sub-base, 2" surface asphalt, 4" asphalt base, bus pads, curb and gutters, and sidewalks. These items are typical on all sewer contracts, and are used for street, sidewalk, and curb, restoration after open cut excavations sewer repairs are complete.

Item	Description	Quant	Unit	Anchor		Spiniello	
				Bid Price	Bid Total	Bid Price	Bid Total
501	Remove of Bitumns. Paving Mtrl. 2" in. Depth	5,170.000	SY	\$ 18.00	\$ 93,060.00	\$ 1.00	\$ 5,170.00
502	CONT Remove of Bitumns, Paving Material 2" depth	6,900.000	SY	\$ 16.00	\$ 110,400.00	\$ 0.01	\$ 69.00
503	6" Sub-base using crushed Run	5,585.000	SY	\$ 19.00	\$ 106,115.00	\$ 0.01	\$ 55.85
504	CONT 6" Sub Base Using Crusher Run	6,900.000	SY	\$ 15.00	\$ 103,500.00	\$ 0.01	\$ 69.00
505	Hot Mix Asphalt Superpave 12.5 mm - Level 2 for sur	2,805.000	TN	\$ 265.00	\$ 743,325.00	\$ 1.00	\$ 2,805.00
506	CONT Hot Mix Asphalt Super 12.5 Level 2	610.000	TN	\$ 228.00	\$ 139,080.00	\$ 0.01	\$ 6.10
507	Hot Mix Asphalt Superpave 19.0 mm - Level 2 Base	4,035.000	TN	\$ 169.00	\$ 681,915.00	\$ 1.00	\$ 4,035.00
508	CONT Hot Mix Asphalt Super 19.0 Level 2	875.000	TN	\$ 144.00	\$ 126,000.00	\$ 0.01	\$ 8.75
509	Patching Existing Pavement Using Mix 7 Concrete	110.000	CY	\$ 465.00	\$ 51,150.00	\$ 600.00	\$ 66,000.00
510	CONT Patching Existing Pavement Mix 7 Concrete	475.000	CY	\$ 412.00	\$ 195,700.00	\$ 600.00	\$ 285,000.00
511	Patching Existing Rigid Pavement Mix 7 w/ reinforc	1,195.000	CY	\$ 510.00	\$ 609,450.00	\$ 1.00	\$ 1,195.00
512	CONT Patch Exi Rigid Pavement Using Reinf Conc	1,420.000	CY	\$ 412.00	\$ 585,040.00	\$ 0.01	\$ 14.20
515	Bus Stopping Pad	100.000	SY	\$ 234.00	\$ 23,400.00	\$ 125.00	\$ 12,500.00
516	CONT Bus Stopping Pad	400.000	SY	\$ 207.00	\$ 82,800.00	\$ 0.01	\$ 4.00
601	Curb & Gutter	1,820.000	LF	\$ 35.00	\$ 63,700.00	\$ 1.00	\$ 1,820.00
602	CONT Curb and Gutter	2,700.000	LF	\$ 30.00	\$ 81,000.00	\$ 0.01	\$ 27.00
603	5" Conc. Sidewalk	5,020.000	SF	\$ 9.00	\$ 45,180.00	\$ 1.00	\$ 5,020.00
604	CONT 5" Concrete Sidewalk	8,650.000	SF	\$ 7.50	\$ 64,875.00	\$ 0.01	\$ 86.50
605	CONT 5" Concrete Sidewalk with Brick and Other Mate	1,500.000	SF	\$ 21.50	\$ 32,250.00	\$ 1.00	\$ 1,500.00

\$ 3,937,940.00
Anchor

\$ 385,385.40
Spiniello

Note that the difference between the two bids for the asphalt and repair bid items is \$3,552,554.60
(3,937,940.00- 385,385.40 = \$3,552,554.60)

Anchor's Bid \$12,488,798.05 12/20/17
Spiniello's Bid \$8,933,000.00 12/20/17
The Difference is \$3,555,798.05

Conclusion: If Spiniello had not unbalanced their bid, their bid would have been within Anchor's bid by **\$3,000.00**.
(Assuming their prices above were competitive to Anchor's, and in line with their previous bids, and the bids of other contractors)

Anchor Const

SC 965

Exhibit "D"

Comparing only asphalt and concrete bid items to the actual quantity takeoff to see what the actual cost to the City will be if Anchor is awarded v. Spiniello

Note: Quantities and bid items below are the total amounts needed for complete street restoration of concrete & asphalt

Item	Description	Quant	Unit	Anchor		Spiniello	
				Bid Price	Bid Total	Bid Price	Bid Total
501	Remove of Bitumns. Paving Mtrl. 2" in. Depth	5,170.000	SY	\$ 18.00	\$ 93,060.00	\$ 1.00	\$ 5,170.00
502	CONT Remove of Bitumns, Paving Material 2" depth	4,216.000	SY	\$ 16.00	\$ 110,400.00	\$ 0.01	\$ 42.16
505	Hot Mix Asphalt Superpave 12.5 mm - Level 2 for sur	1,125.000	TN	\$ 265.00	\$ 743,325.00	\$ 1.00	\$ 1,125.00
509	Patching Existing Pavement Using Mix 7 Concrete	110.000	CY	\$ 465.00	\$ 51,150.00	\$ 600.00	\$ 66,000.00
510	CONTPatching Existing Pavement Mix 7 Concrete	253.000	CY	\$ 412.00	\$ 195,700.00	\$ 600.00	\$ 151,800.00

\$ 1,458,715.00

\$ 224,152.01

Note that the difference between the two bids for the asphalt and repair bid items is \$ 1,234,562.99

So effectively, Spiniello took the \$1,234,562.99 they are lacking in the proper bid items, and placed the difference in other items Spiniello is guaranteed to be paid. (see below)

Items that are extremely high and unbalanced/irregular				Anchor		Spiniello		Extremely High Difference
Item	Description	Quant	Unit	Bid Price	Bid Total	Bid Price	Bid Total	
103	MOT	1.000	LS	\$ 136,200.00	\$ 136,200.00	\$ 470,259.00	\$ 470,259.00	\$ 334,059.00
301	Erosion and Sediment Control	1.000	LS	\$ 19,000.00	\$ 19,000.00	\$ 115,000.00	\$ 115,000.00	\$ 96,000.00
809	CIPP 8" Sanitary Sewer	976.000	LF	\$ 45.50	\$ 44,408.00	\$ 210.00	\$ 204,960.00	\$ 160,552.00
810	CIPP 18"	733.000	LF	\$ 72.00	\$ 52,776.00	\$ 225.00	\$ 164,925.00	\$ 112,149.00
811	CIPP 27"	2,178.000	LF	\$ 151.00	\$ 328,878.00	\$ 475.00	\$ 1,034,550.00	\$ 705,672.00
813	CIPP 12" Sanitary	150.000	LF	\$ 59.00	\$ 8,850.00	\$ 85.00	\$ 12,750.00	\$ 3,900.00
814	CIPP 15" Sanitary	1,000.000	LF	\$ 65.50	\$ 65,500.00	\$ 90.00	\$ 90,000.00	\$ 24,500.00

NOTE:
Unbalanced/irregular bid items well above other bidders, and what Spiniello would use to recoup their shortage to pay for the asphalt and milling items (Items 501,502,505) (Many other items are also Irregular/Unbalanced.)

Irregular/
Unbalanced
\$ 1,436,832.00

Anchor Const
SC965

Exhibit "E1"

This sheet takes out ALL contingent items AND changes the bid quantity for asphalt and concrete, to our takeoff quantity.



Note: These items are extremely unbalanced/irregular bid/items.



Note: Changed bid quantities to ACTUAL quantities to perform entire contract per takeoff for asphalt/ street restoration

Item	Description	Quant	Unit	Bid Price		Bid Total	
				Anchor	Spiniello	Anchor	Spiniello
101	Mobe NTE 6%	1.000	LS	\$ 640,000.00	\$ 535,000.00	\$ 640,000.00	\$ 535,000.00
102	Eng Office	1.000	LS	\$ 67,000.00	\$ 40,000.00	\$ 67,000.00	\$ 40,000.00
103	[REDACTED]	1.000	LS	\$ 136,200.00	\$ 470,259.00	[REDACTED]	[REDACTED]
116	Clearing And Grubbing	1.000	LS	\$ 61,700.00	\$ 96,000.00	\$ 61,700.00	\$ 96,000.00
118	Tree removal 12" to 30" Diameter	60.000	EA	\$ 1,400.00	\$ 250.00	\$ 84,000.00	\$ 15,000.00
122	ALLOWANCE Railroad Permit to enter	1.000	AL	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
123	ALLOWANCE BGE and other utilities Agreement	1.000	AL	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
124	ALLOWANCE for Tree Mitigation	1.000	AL	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
125	ALLOWANCE for Existing Utility Relocation	1.000	AL	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
126	ALLOWANCE for Additlional Construction Cost	1.000	AL	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
203	Class 3 Excavation..for Incidental Construction	650.000	CY	\$ 55.50	\$ 20.00	\$ 36,075.00	\$ 13,000.00
301	[REDACTED]	1.000	LS	\$ 19,000.00	\$ 115,000.00	[REDACTED]	[REDACTED]
304	Tree Protection Fencing	12,500.000	LF	\$ 7.00	\$ 2.00	\$ 87,500.00	\$ 25,000.00
309	Temp Access Road TYPE 1	4,000.000	SY	\$ 18.50	\$ 35.00	\$ 74,000.00	\$ 140,000.00
311	Temp Access Road TYPE 2	4,710.000	SY	\$ 36.50	\$ 35.00	\$ 171,915.00	\$ 164,850.00
314	Temp Stream Crossing	1.000	EA	\$ 20,300.00	\$ 1,500.00	\$ 20,300.00	\$ 1,500.00
501	Remove of Bitums Paving Matl 2'ft Depth	5,170.000	SY	\$ 18.00	\$ 1.00	\$ 93,060.00	\$ 5,170.00
502	CON Remove of Bitums Paving Material 2' depth	4,216.000	SY	\$ 16.00	\$ 0.01	\$ 67,456.00	\$ 42,16
503	Subbase Using crushed Run	5,585.000	SY	\$ 19.00	\$ 0.01	\$ 106,115.00	\$ 55,85
505	Hot Mix Asphalt Superpave 12.5 mm -1level 2/for sur	4,125.000	TN	\$ 265.00	\$ 1.00	\$ 298,125.00	\$ 4,125.00
506	CON Hot Mix Asphalt Super 12.5 level 2	0.000	TN	\$ 228.00	\$ 0.01		
507	Hot Mix Asphalt Superpave 19.0 mm -1level 2/Base	0.000	TN	\$ 169.00	\$ 1.00		
508	CON Hot Mix Asphalt Super 19.0 level 2	0.000	TN	\$ 144.00	\$ 0.01		
509	Patching Existing Pavement Using Mix 7/Concrete	140.000	CY	\$ 465.00	\$ 600.00	\$ 51,150.00	\$ 66,000.00
510	CON Patching Existing Pavement Mix 7/Concrete	253.000	CY	\$ 412.00	\$ 600.00	\$ 104,236.00	\$ 151,300.00
511	Patching Existing Road Pavement Mix 7 w/reinforc	0.000	CY	\$ 510.00	\$ 1.00		
515	Bus Stopping Pad	100.000	SY	\$ 234.00	\$ 125.00	\$ 23,400.00	\$ 12,500.00
601	Curb & Gutter	1,820.000	LF	\$ 35.00	\$ 1.00	\$ 63,700.00	\$ 1,820.00

Exhibit " E2"

Item	Description	Quant	Unit	Bid Price	Bid Total	Bid Price	Bid Total
603	5" Conc. Sidewalk	5,020.000	SF	\$ 9.00	\$ 45,180.00	\$ 1.00	\$ 5,020.00
606	Detectable Warning Pavers	360.000	SF	\$ 18.50	\$ 6,660.00	\$ 1.00	\$ 360.00
701	Topsoil Furnish and placed at 4" Depth	32,689.000	SY	\$ 8.90	\$ 290,932.10	\$ 2.00	\$ 65,378.00
702	Seed and Mulch	22,289.000	SY	\$ 1.80	\$ 40,120.20	\$ 1.00	\$ 22,289.00
703	Square Yards of Hydroseeding	500.000	SY	\$ 2.30	\$ 1,150.00	\$ 1.00	\$ 500.00
704	Turf Establishment - Seeding & Mulching	9,000.000	SY	\$ 1.80	\$ 16,200.00	\$ 1.00	\$ 9,000.00
705	Upland Meadow Seeding & Mulching	18,000.000	SY	\$ 1.80	\$ 32,400.00	\$ 1.00	\$ 18,000.00
706	Planting N. Red Oak Trees - 1.5" B&B	26.000	EA	\$ 286.00	\$ 7,436.00	\$ 245.00	\$ 6,370.00
707	Planting Eastern Cottonwood Trees - 1.5" B&B	16.000	EA	\$ 286.00	\$ 4,576.00	\$ 245.00	\$ 3,920.00
708	Planting Tulip Poplar Trees - 1.5" B&B	22.000	EA	\$ 286.00	\$ 6,292.00	\$ 245.00	\$ 5,390.00
709	Planting Red Maple Trees - 1.5" B&B	20.000	EA	\$ 286.00	\$ 5,720.00	\$ 245.00	\$ 4,900.00
710	Planting Black Cherry Trees - 1.5" B&B	20.000	EA	\$ 286.00	\$ 5,720.00	\$ 245.00	\$ 4,900.00
711	Planting American Hornbeam/Ironwood Trees - 1.5" B	6.000	EA	\$ 286.00	\$ 1,716.00	\$ 245.00	\$ 1,470.00
712	Planting Arrowwood Shrubs - 24" Container	20.000	EA	\$ 69.00	\$ 1,380.00	\$ 59.00	\$ 1,180.00
713	Planting Common Serviceberry Shrubs - 24" Containe	18.000	EA	\$ 69.00	\$ 1,242.00	\$ 59.00	\$ 1,062.00
716	1000 Gallons Supplemental Watering Existing Trees	4.000	GL1K	\$ 204.00	\$ 816.00	\$ 175.00	\$ 700.00
717	Tree Preservation	1.000	LS	\$ 11,700.00	\$ 11,700.00	\$ 25,000.00	\$ 25,000.00
718	Tree Protection Signs	40.000	EA	\$ 58.50	\$ 2,340.00	\$ 60.00	\$ 2,400.00
719	Root Pruning	400.000	LF	\$ 5.80	\$ 2,320.00	\$ 5.00	\$ 2,000.00
720	Heavy Tree Protection	12.000	EA	\$ 409.00	\$ 4,908.00	\$ 400.00	\$ 4,800.00
721	Planting of Trees and Shrubs	1.000	LS	\$ 287,100.00	\$ 287,100.00	\$ 350,000.00	\$ 350,000.00
809	8" Sanitary Sewer	976.000	LF	\$ 45.50	\$ 44,288.00	\$ 210.00	\$ 204,960.00
810	12" Sanitary Sewer	733.000	LF	\$ 72.00	\$ 52,776.00	\$ 225.00	\$ 164,925.00
811	15" Sanitary Sewer	2,178.000	LF	\$ 151.00	\$ 328,878.00	\$ 475.00	\$ 1,034,550.00
813	18" Sanitary Sewer	150.000	LF	\$ 59.00	\$ 8,850.00	\$ 85.00	\$ 12,750.00
814	24" Sanitary Sewer	1,000.000	LF	\$ 65.50	\$ 65,500.00	\$ 90.00	\$ 90,000.00
817	Chemical Grouting of Sanitary Sewers	205.000	GAL	\$ 7.60	\$ 1,558.00	\$ 50.00	\$ 10,250.00
818	Reinstate SHC from CIPP	300.000	EA	\$ 172.00	\$ 51,600.00	\$ 200.00	\$ 60,000.00
820	PR 12' LF 8" to 12" Sanitary < 12' Deep	3.000	EA	\$ 6,770.00	\$ 20,310.00	\$ 15,000.00	\$ 45,000.00
821	PR 12' LF 8" to 12" sanitary > 12' Deep	2.000	EA	\$ 9,110.00	\$ 18,220.00	\$ 25,000.00	\$ 50,000.00
827	PR 12' LF 15 - 18" Sanitary > 12' Deep	1.000	EA	\$ 11,400.00	\$ 11,400.00	\$ 30,000.00	\$ 30,000.00
828	PR 15 - 18" Sanitary > 12' Deep, Addl ft	16.000	EA	\$ 560.00	\$ 8,960.00	\$ 850.00	\$ 13,600.00
834	PR 27" SEWER > 12'	5.000	LF	\$ 15,200.00	\$ 76,000.00	\$ 11,000.00	\$ 55,000.00
841	8" PVC Sewer Replacement	318.000	LF	\$ 475.00	\$ 151,050.00	\$ 600.00	\$ 190,800.00
842	18" PVC Sewer Replacement	72.000	LF	\$ 1,290.00	\$ 92,880.00	\$ 1,000.00	\$ 72,000.00
843	PR CIPP 8 - 10" Sewer	30.000	EA	\$ 2,570.00	\$ 77,100.00	\$ 2,400.00	\$ 72,000.00

Exhibit " E3"

Item	Description	Quant	Unit	Bid Price	Bid Total	Bid Price	Bid Total
844	PR 8 - 10" Sewer Add'l ft > 8'	329.000	LF	\$ 233.00	\$ 76,657.00	\$ 300.00	\$ 98,700.00
861	Grout Setup for SHC	75.000	EA	\$ 613.00	\$ 45,975.00	\$ 300.00	\$ 22,500.00
863	Non- Structural Grout for SHC	300.000	GL	\$ 11.50	\$ 3,450.00	\$ 15.00	\$ 4,500.00
865	Structural Grouting of Service Connection	7.000	EA	\$ 4,500.00	\$ 31,500.00	\$ 4,000.00	\$ 28,000.00
868	Repair SHC by CIPP	86.000	EA	\$ 2,220.00	\$ 190,920.00	\$ 2,300.00	\$ 197,800.00
870	PR 8 lf of 4" to 6" SHC < 12 Deep	22.000	EA	\$ 5,250.00	\$ 115,500.00	\$ 10,000.00	\$ 220,000.00
871	PR 8 lf of 4: to 6" SHC > 12 Deep	5.000	EA	\$ 7,120.00	\$ 35,600.00	\$ 14,000.00	\$ 70,000.00
876	48" Precast MH	20.000	VF	\$ 1,040.00	\$ 20,800.00	\$ 2,000.00	\$ 40,000.00
880	TYPE A and B Sanitary Drop Connection	1.000	EA	\$ 5,660.00	\$ 5,660.00	\$ 5,000.00	\$ 5,000.00
883	Locate and Open Manhole	10.000	EA	\$ 568.00	\$ 5,680.00	\$ 1,500.00	\$ 15,000.00
885	Replace MH Frame and Cover.	8.000	EA	\$ 1,740.00	\$ 13,920.00	\$ 1,600.00	\$ 12,800.00
887	Replace Manhole Cover	1.000	EA	\$ 701.00	\$ 701.00	\$ 700.00	\$ 700.00
889	Replace MH Frame & Cover w/lockable watertight F&C	1.000	EA	\$ 1,200.00	\$ 1,200.00	\$ 2,200.00	\$ 2,200.00
891	Reset MH Frame and Cover	17.000	EA	\$ 975.00	\$ 16,575.00	\$ 1,400.00	\$ 23,800.00
893	Provide and Install Manhole Adjustment Ring	3.000	EA	\$ 1,770.00	\$ 5,310.00	\$ 1,000.00	\$ 3,000.00
895	Replace MH Steps	11.000	EA	\$ 76.00	\$ 836.00	\$ 95.00	\$ 1,045.00
897	External Frame Seal	19.000	EA	\$ 1,110.00	\$ 21,090.00	\$ 2,300.00	\$ 43,700.00
899	Internal Manhole Frame Seal	2.000	EA	\$ 1,230.00	\$ 2,460.00	\$ 950.00	\$ 1,900.00
900	Internal Frame Seal CONT.	25.000	EA	\$ 1,230.00	\$ 30,750.00	\$ 750.00	\$ 18,750.00
901	Repair/Replace MH Invert Channel	4.000	EA	\$ 759.00	\$ 3,036.00	\$ 1,900.00	\$ 7,600.00
902	Grout and Seal Leaks in MH Walls (cement)	500.000	LB	\$ 7.00	\$ 3,500.00	\$ 60.00	\$ 30,000.00
903	Grout & Seal Leaks in MH Walls (epoxy)	50.000	GAL	\$ 111.00	\$ 5,550.00	\$ 120.00	\$ 6,000.00
904	Repair Pipe Seals	6.000	EA	\$ 992.00	\$ 5,952.00	\$ 950.00	\$ 5,700.00
906	Repair & Coat MH Interior (Cementitious)	150.000	VF	\$ 189.00	\$ 28,350.00	\$ 200.00	\$ 30,000.00
908	Repair and Coat MH Interior (RESIN)	150.000	VF	\$ 368.00	\$ 55,200.00	\$ 300.00	\$ 45,000.00
911	Heavy Cleaning and Chemical Root Treat MH	14.000	EA	\$ 642.00	\$ 8,988.00	\$ 440.00	\$ 6,160.00
913	Rebuild Manhole Wall	33.000	VF	\$ 409.00	\$ 13,497.00	\$ 500.00	\$ 16,500.00
920	Install Cone & F&C for MH S63KK_002MH	1.000	LS	\$ 12,700.00	\$ 12,700.00	\$ 15,000.00	\$ 15,000.00

Conclusion: If ALL contingent items are not performed, and the bid quantities for concrete, and mill and overlay bid items are replaced above with the actual amount to perform if awarded, Anchor will actually be lower than Spiniello to perform this contract.

Anchor	Spiniello
\$ 5,481,687.30	\$ 6,195,951.01
LOWER	HIGHER

Note: Anchor may be up to \$714,264 less to perform the exact identical work as Spiniello.

SC 965

Anchor Const.

Exhibit "F"

Contract M/WBE goals: MBE 18 %, WBE 16%

"Machado Construction" was a named MBE by Spiniello for a value of \$1,607,940.00 (Exactly 18 percent)

The following bid items 501-605 are All concrete and asphalt items and total only \$385,385.00 per Spiniellos bid.

Item	Description	Quant	Unit	Anchor		Spiniello	
				Bid Price	Bid Total	Bid Price	Bid Total
501	Remove of Bitumns. Paving Mtrl. 2" in. Depth	5,170.000	SY	\$ 18.00	\$ 93,060.00	\$ 1.00	\$ 5,170.00
502	CONT Remove of Bitumns, Paving Material 2" deg	6,900.000	SY	\$ 16.00	\$ 110,400.00	\$ 0.01	\$ 69.00
503	6" Sub-base using crushed Run	5,585.000	SY	\$ 19.00	\$ 106,115.00	\$ 0.01	\$ 55.85
504	CONT 6" Sub Base Using Crusher Run	6,900.000	SY	\$ 15.00	\$ 103,500.00	\$ 0.01	\$ 69.00
505	Hot Mix Aspht Superpave 12.5 mm - Level 2 for s	2,805.000	TN	\$ 265.00	\$ 743,325.00	\$ 1.00	\$ 2,805.00
506	CONT Hot Mix Asphalt Super 12.5 Level 2	610.000	TN	\$ 228.00	\$ 139,080.00	\$ 0.01	\$ 6.10
507	Hot Mix Aspht Superpave 19.0 mm - Level 2 Base	4,035.000	TN	\$ 169.00	\$ 681,915.00	\$ 1.00	\$ 4,035.00
508	CONT Hot Mix Aspht Super 19.0 Level 2	875.000	TN	\$ 144.00	\$ 126,000.00	\$ 0.01	\$ 8.75
509	Patching Existing Pavement Using Mix 7 Concrete	110.000	CY	\$ 465.00	\$ 51,150.00	\$ 600.00	\$ 66,000.00
510	CONT Patching Existing Pavement Mix 7 Concrete	475.000	CY	\$ 412.00	\$ 195,700.00	\$ 600.00	\$ 285,000.00
511	Patching Existing Rigid Pavement Mix 7 w/ reinfo	1,195.000	CY	\$ 510.00	\$ 609,450.00	\$ 1.00	\$ 1,195.00
512	CONT Patch Exi Rigid Pavement Using Reinf Conc	1,420.000	CY	\$ 412.00	\$ 585,040.00	\$ 0.01	\$ 14.20
515	Bus Stopping Pad	100.000	SY	\$ 234.00	\$ 23,400.00	\$ 125.00	\$ 12,500.00
516	CONT Bus Stopping Pad	400.000	SY	\$ 207.00	\$ 82,800.00	\$ 0.01	\$ 4.00
601	Curb & Gutter	1,820.000	LF	\$ 35.00	\$ 63,700.00	\$ 1.00	\$ 1,820.00
602	CONT Curb and Gutter	2,700.000	LF	\$ 30.00	\$ 81,000.00	\$ 0.01	\$ 27.00
603	5" Conc. Sidewalk	5,020.000	SF	\$ 9.00	\$ 45,180.00	\$ 1.00	\$ 5,020.00
604	CONT 5" Concrete Sidewalk	8,650.000	SF	\$ 7.50	\$ 64,875.00	\$ 0.01	\$ 86.50
605	CONT 5" Concrete Sidewalk with Brick and Other	1,500.000	SF	\$ 21.50	\$ 32,250.00	\$ 1.00	\$ 1,500.00

\$ 3,937,940.00

\$ 385,385.40

SC 965

Anchor Const.

Exhibit "G"

The bid items below are used primarily for street restoration, and curb and sidewalk repairs, and do not even cover the basic material costs as bid by Spiniello.

Bid Items That Are Grossly Unbalanced/Irregular				Anchor	Spiniello	Material Costs Only
Item	Description	Quant	Unit	Bid Price	Bid Price	
503	6" Sub-base using crushed Run	5,585.000	SY	\$ 19.00	\$ 0.01	\$3.50 for Gravel Per SY
504	CONT 6" Sub Base Using Crusher Run	6,900.000	SY	\$ 15.00	\$ 0.01	\$3.50 for Gravel Per SY
505	Hot Mix Asphalt Superpave 12.5 mm - Level 2 for sur	2,805.000	TN	\$ 265.00	\$ 1.00	\$50.00 per Asphalt Per Ton
506	CONT Hot Mix Asphalt Super 12.5 Level 2	610.000	TN	\$ 228.00	\$ 0.01	\$50.00 per Asphalt Per Ton
507	Hot Mix Asphalt Superpave 19.0 mm - Level 2 Base	4,035.000	TN	\$ 169.00	\$ 1.00	\$50.00 per Asphalt Per Ton
508	CONT Hot Mix Asphalt Super 19.0 Level 2	875.000	TN	\$ 144.00	\$ 0.01	\$50.00 per Asphalt Per Ton
509	Patching Existing Pavement Using Mix 7 Concrete	110.000	CY	\$ 465.00	\$ 600.00	OK
510	CONT Patching Existing Pavement Mix 7 Concrete	475.000	CY	\$ 412.00	\$ 600.00	OK
511	Patching Existing Rigid Pavement Mix 7 w/ reinfrc	1,195.000	CY	\$ 510.00	\$ 1.00	\$125.00 per CY for Concrete
512	CONT Patch Exi Rigid Pavement Using Reinf Conc	1,420.000	CY	\$ 412.00	\$ 0.01	\$125.00 per CY for Concrete
515	Bus Stopping Pad	100.000	SY	\$ 234.00	\$ 125.00	OK
516	CONT Bus Stopping Pad	400.000	SY	\$ 207.00	\$ 0.01	Concrete Cost @ \$34.60 Per SY
601	Curb & Gutter	1,820.000	LF	\$ 35.00	\$ 1.00	Concrete Cost @ \$8.90 Per LF
602	CONT Curb and Gutter	2,700.000	LF	\$ 30.00	\$ 0.01	Concrete Cost @ \$8.90 Per LF
603	5" Conc. Sidewalk	5,020.000	SF	\$ 9.00	\$ 1.00	Concrete Cost @ \$1.50 Per SF
604	CONT 5" Concrete Sidewalk	8,650.000	SF	\$ 7.50	\$ 0.01	Concrete Cost @ \$1.50 Per SF
605	CONT 5" Concrete Sidewalk with Brick and Other Mate	1,500.000	SF	\$ 21.50	\$ 1.00	Conc/Brick Cost @ \$3.75 Per SF

As an example: For bid items 505 and 506, the asphalt material alone, is approximately \$50.00 per ton. Spiniello's unit bid pricing does even cover material costs at \$1.00 and \$.01 respectively, and has ZERO labor and equipment costs. Further proof of an unbalanced/irregular bid.

EXHIBIT B

WILLIAMS MULLEN

Direct Dial: 703.760.5200
bcox@williamsmullen.com

September 10, 2018

VIA FEDEX

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

**Re: Sanitary Contract No. 965
Improvements to Sanitary Sewers North East Baltimore
Response to Pre-Award Bid Protest of Anchor Construction Corporation**

Dear President and Members of the Board of Estimates:

This law firm represents Spiniello Companies, the low responsive and responsible bidder for Sanitary Contract No. 965. This letter is in response to the Pre-Award Bid Protest of Anchor Construction Corporation (“Anchor”) dated January 8, 2017 (sic).

In summary of the details to follow, Anchor’s protest is premised on unsubstantiated supposition, speculation and outright rejection of the City’s bid item quantities that all bidders had to use to price their respective bids.¹ The premises of Anchor’s protest are:

- Anchor’s unilateral rejection of the City’s quantity estimates, “as overstated nearly 900%” (See Anchor protest Examples (1) and (2) at p. 2 of 6);
- Anchor’s selective comparison for “typical items that are always required on sewer contracts . . .” (See Anchor protest Example (3) at p. 2 of 6);
- Anchor’s bald assertion that the “Spiniello bid is plainly front loaded . . .” (See Anchor protest Example (4) at p. 2 of 6);
- Anchor’s allegation of “likely” Cost Savings to the City but only if you “eliminate [] all contingent items” and “replace [] the City’s questionable bid quantities” for certain line items (See Anchor Protest Example (5) at p. 3 of 6);

¹ Apparently, Anchor based its bid on its own quantities, as it noted throughout its protest, particularly its Example (5) in which Anchor wrote it had replaced the City’s questionable bid quantities with its own quantities to claim a “cost savings” of \$700,000 would inure to the City with Anchor’s bid. Of course, no other bidder had access to Anchor’s quantities for bidding purposes.

Honorable President
and Members of the Board of Estimates
c/o Harriette Taylor, Clerk, Board of Estimates
September 10, 2018
Page 2

- Anchor's allegation that Spiniello did not meet the MBE/WBE goals, not by challenging the M/WBE status of the listed contractors, but rather based on the value of the work that Anchor alleged one of the listed M/WBE contractors (Machado Construction) was only capable of performing, (See Anchor protest Example (6) at p. 3 of 6); and
- Anchor's supposition that Spiniello's "dollar" and "penny" unit prices are a "no-bid", (See Anchor protest Example (7) and p. 3 of 6).

Anchor's rationale, like its "Examples", is hollow. It is ironic that Anchor concludes its protest with the statement that "Anchor is looking for a 'level' playing field". Its protest, (apparently like its bid) is based, by its own words, on rejection of the City's bid quantities and substitution of its own quantities, selective comparison of "typical" work items (by Anchor's characterization, not the City's), "likely" cost savings to the City, if you eliminate contingent bid items and replace the City's quantities with Anchor's quantities and Anchor's expectations of the work to be performed by one of Spiniello's M/WBE contractors. No other bidder had the conditions on which Anchor premises its protest. The "level playing field" as Anchor calls for was for Anchor and Anchor alone.

Discussion

While Anchor writes of supposition, substituting its quantities for the City's quantities and other such premises noted above, Anchor does not address the Maryland Board of Contract Appeals' decisions discussing unbalanced bidding.

For example, in the *Appeal of Pile Foundation Construction Co.*, MSBCA 2238 (2001), the Board considered the low bidder's penny bid for line item work of dredging for the Wilson Bridge replacement construction. The Board adopted the definition that "an unbalanced bid offers 'unreasonably low prices on some items, and compensate[es] for them by unreasonably high prices on other items'. *Pile* MSBCA 2238 at p. 7. The Board recognized; "[t]here is no prohibition in the General Procurement Law against accepting an unbalanced bid . . ." ² *Pile*, MSBCA 2238 at p. 7. The Board further wrote:

For this reason, an unbalanced bid should be rejected only if its acceptance would violate the requirement for award to the responsible bidder submitting the lowest responsive bid which meets the requirements

² Anchor has not cited to any City regulation prohibiting acceptance of an unbalanced bid.

Honorable President
and Members of the Board of Estimates
c/o Harriette Taylor, Clerk, Board of Estimates
September 10, 2018
Page 3

and evaluation criteria set forth in the invitation for bid.

Pile, MSBCA 2238 at p. 7-8.

The Board concluded:

A distinction may be made between (1) a bid that only is “mathematically” unbalanced, i.e. the bid, although unbalanced, will result in the lowest price to the governmental body, and (2) a bid that is “materially” unbalanced, i.e. there is substantial doubt that the unbalanced bid represents the lowest price.

Pile, MSBCA 2238 at p. 8.

Anchor’s *only* contention that its bid will result in a cost savings to the City versus Spiniello’s bid is in Anchor’s Example (5) in its Protest. Of course, that Example (5) “cost savings” is based on an Anchor spreadsheet which “*eliminates all contingent items and replaces the City’s questionable bid quantities* for items 501 through 511 as compared to the actual quantities anticipated by a detailed engineering takeoff”. (emphasis in original) Anchor’s allegation is a strawman, based on a hypothetical rejection of all contingent item work (which was to be included in the bid) and hypothetical quantities (Anchor’s) not provided to any of the other bidders. It is only under those conditions that Anchor alleges a “cost savings” to the City.

Further, as to Anchor’s characterization of Spiniello’s bid to be “plainly front loaded”, (See Anchor protest Example (4) at p. 2 of 6), Anchor does not point to initial work items such as mobilization, but rather to asphalt and repair items that will be performed throughout much of the project performance period, rather than initial work items to generate an initial cash flow. Moreover, according to Anchor’s Exhibit D, Anchor again appears to be relying on its quantities, not the City’s quantities for its allegation.

For comparison, according to Anchor’s “Exhibit E”, Spiniello’s bid price for the early item Mobilization (Item 101) is less than Anchor’s price, and Spiniello’s Eng. Office item (Item 102) is less than Anchor’s price. “Cherry-picking” work items, as Anchor has done and substituting Anchor’s quantities for the City’s quantities are not the bases for a legitimate bid protest.

Lastly, as to Anchor’s allegation that Spiniello has not met the M/WBE goals, Anchor does not challenge the M/WBE status of Spiniello’s listed contractors. Instead, Anchor challenges the capability of one of Spiniello’s listed M/WBE contractors to perform the work as yet to be

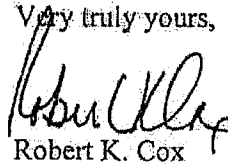
Honorable President
and Members of the Board of Estimates
c/o Harriette Taylor, Clerk, Board of Estimates
September 10, 2018
Page 4

subcontracted to that M/WBE contractor. As we all know, Anchor has no role in determining the work to be subcontracted to Spiniello's M/WBE contractor. Anchor's allegation is again supposition without substantiation.

In the end, Spiniello is the low bid, responsible and responsible bidder with a bid that will result in a \$3,515,798 savings to the City in comparison to Anchor's bid. Anchor's protest has presented no grounds, based in reality on the work and quantities presented to all bidders, for Anchor's protest to stand.

Spiniello requests this Board deny the protest and award SC-965 to Spiniello Companies.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert K. Cox", is written over the typed name below.

Robert K. Cox

cc: Spiniello Companies, *(via e-mail)*
W. Michael Mullen, Esq, *(via e-mail)*
36889968_1

EXHIBIT C

SC 965

Bid Comparison: Original Quantities vs. Anchor's Quantities

Bid Results Comparison				
Bid Order	Using Original Bid Quantities		Using Anchor's "Actual" Quantities	
	Bidder	Bid Value	Bidder	Bid Value
1	Spiniello	\$8,933,000	Spiniello	\$8,771,634
2	Anchor	\$12,448,798	Anchor	\$9,697,755

No.	Quantities		Units	Description	Unit Cost	Spiniello		Anchor			
	Original	Anchor				Total (Original Qty.'s)	Total (Anchor Qty.'s)	Unit Cost	Total (Original Qty.'s)	Total (Anchor Qty.'s)	
					\$8,933,000.00	\$8,771,634.11	\$12,448,798.05	\$9,697,755.05			
100 Series Items						\$1,908,359.60	\$1,908,359.60	\$1,829,787.50	\$1,829,787.50		
101	1	1	LS	Mobilization (6% Max)	\$535,000.00	\$535,000.00	\$535,000.00	\$640,000.00	\$640,000.00	\$640,000.00	
102	1	1	LS	Engineer's Office	\$40,000.00	\$40,000.00	\$40,000.00	\$67,000.00	\$67,000.00	\$67,000.00	
103	1	1	LS	Maintenance Of Traffic	\$470,259.60	\$470,259.60	\$470,259.60	\$136,200.00	\$136,200.00	\$136,200.00	
104	25	25	SF	Contingent Temporary Traffic Signs	\$10.00	\$250.00	\$250.00	\$7.40	\$185.00	\$185.00	
105	5	5	EACH	Contingent Type III Barricades	\$50.00	\$250.00	\$250.00	\$195.00	\$975.00	\$975.00	
106	10	10	EACH	Contingent Plastic Traffic Control Drums	\$25.00	\$250.00	\$250.00	\$37.00	\$370.00	\$370.00	
107	5	5	DY	Contingent Arrow Panel	\$50.00	\$250.00	\$250.00	\$39.50	\$197.50	\$197.50	
108	5	5	DY	Contingent Portable Variable Message	\$50.00	\$250.00	\$250.00	\$95.00	\$475.00	\$475.00	
109	100	100	LF	Contingent Removable Preformed Pavement	\$1.00	\$100.00	\$100.00	\$3.10	\$310.00	\$310.00	
110	50	50	LF	Contingent Temporary Concrete Barrier	\$25.00	\$1,250.00	\$1,250.00	\$36.00	\$1,800.00	\$1,800.00	
111	10	10	CY	Contingent Temporary Pedestrian Footing	\$50.00	\$500.00	\$500.00	\$53.00	\$530.00	\$530.00	
112	100	100	LF	Contingent Temporary Orange Construction	\$1.00	\$100.00	\$100.00	\$3.50	\$350.00	\$350.00	
113	5	5	EACH	Contingent Temporary Crash Cushions	\$100.00	\$500.00	\$500.00	\$342.00	\$1,710.00	\$1,710.00	
114	10	10	DY	Contingent Truck Mounted Attenuator	\$120.00	\$1,200.00	\$1,200.00	\$646.00	\$6,460.00	\$6,460.00	
115	10	10	DY	Contingent Flagger For Traffic Control	\$270.00	\$2,700.00	\$2,700.00	\$308.00	\$3,080.00	\$3,080.00	
116	1	1	LS	Clearing And Grubbing	\$96,000.00	\$96,000.00	\$96,000.00	\$61,700.00	\$61,700.00	\$61,700.00	
117	2	2	ACRE	Contingent Clearing And Grubbing	\$1,500.00	\$3,000.00	\$3,000.00	\$23,300.00	\$46,600.00	\$46,600.00	
118	60	60	EACH	Selective Tree Felling - 12" To 30" Diam	\$250.00	\$15,000.00	\$15,000.00	\$1,400.00	\$84,000.00	\$84,000.00	
119	15	15	EACH	Contingent Selective Tree Felling - 12" To 30" Diam	\$250.00	\$3,750.00	\$3,750.00	\$1,400.00	\$21,000.00	\$21,000.00	
120	10	10	EACH	Contingent Selective Tree Felling - Greater Than 30" Diam	\$500.00	\$5,000.00	\$5,000.00	\$2,330.00	\$23,300.00	\$23,300.00	
121	5	5	EACH	Contingent Selective Tree Trimming	\$500.00	\$2,500.00	\$2,500.00	\$584.00	\$2,920.00	\$2,920.00	
122	1	1	AL	Allowance For Railroad Permit To Enter	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	

Spiniello Bid Protest Exhibit C

123	1	1	AL	Allowance For BGE & Other Private Util	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
124	1	1	AL	Allowance For Tree Mitigation	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
125	1	1	AL	Allowance For Existing Utility Relocatio	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
126	1	1	AL	Allowance For Additional Construction	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
127	25	25	EACH	Contingent Cones	\$10.00	\$250.00	\$250.00	\$25.00	\$625.00	\$625.00
200 Series Items						\$93,005.00	\$93,005.00		\$197,090.00	\$197,090.00
201	350	350	CY	Test Pit Excavation (Excavation Method	\$100.00	\$35,000.00	\$35,000.00	\$151.00	\$52,850.00	\$52,850.00
202	15	15	EACH	Test Pit Excavation (Vacuum Probe Met	\$500.00	\$7,500.00	\$7,500.00	\$548.00	\$8,220.00	\$8,220.00
203	650	650	CY	Class 3 Excavation For Incidental Constr	\$20.00	\$13,000.00	\$13,000.00	\$55.50	\$36,075.00	\$36,075.00
204	300	300	CY	Contingent Class 3 Excavation For Incid	\$20.00	\$6,000.00	\$6,000.00	\$55.50	\$16,650.00	\$16,650.00
205	950	950	CY	Contingent Select Backfill Using CR-6 Ag	\$10.00	\$9,500.00	\$9,500.00	\$54.00	\$51,300.00	\$51,300.00
206	75	75	CY	Contingent Stabilized Flowable Fill	\$60.00	\$4,500.00	\$4,500.00	\$193.00	\$14,475.00	\$14,475.00
207	50	50	CY	Contingent Excavation For Rock Or Bou	\$350.00	\$17,500.00	\$17,500.00	\$292.00	\$14,600.00	\$14,600.00
208	5	5	MBM	Contingent Sheet Piling And Shoring Left	\$1.00	\$5.00	\$5.00	\$584.00	\$2,920.00	\$2,920.00
300 Series Items						\$519,593.50	\$519,593.50		\$505,485.00	\$505,485.00
301	1	1	LS	Erosion And Sediment Control	\$115,000.00	\$115,000.00	\$115,000.00	\$19,000.00	\$19,000.00	\$19,000.00
302	2	2	EACH	Contingent Portable Sediment Tank	\$500.00	\$1,000.00	\$1,000.00	\$1,390.00	\$2,780.00	\$2,780.00
303	50	50	EACH	Contingent Storm Drain Inlet Protection	\$50.00	\$2,500.00	\$2,500.00	\$170.00	\$8,500.00	\$8,500.00
304	12,500	12,500	LF	Tree Protection Fencing (seems High)	\$2.00	\$25,000.00	\$25,000.00	\$7.00	\$87,500.00	\$87,500.00
305	4,350	4,350	LF	Contingent Tree Protection Fencing	\$0.01	\$43.50	\$43.50	\$7.00	\$30,450.00	\$30,450.00
306	150	150	LF	Contingent Silt Fence	\$3.00	\$450.00	\$450.00	\$4.10	\$615.00	\$615.00
307	50	50	LF	Contingent Super Silt Fence	\$15.00	\$750.00	\$750.00	\$11.50	\$575.00	\$575.00
308	150	150	TON	Contingent Stabilized Construction Entr	\$50.00	\$7,500.00	\$7,500.00	\$94.00	\$14,100.00	\$14,100.00
309	4,000	4,000	SY	Temporary Utility Access Road For Non	\$35.00	\$140,000.00	\$140,000.00	\$18.50	\$74,000.00	\$74,000.00
310	500	500	SY	Contingent Temporary Utility Access Rd	\$1.00	\$500.00	\$500.00	\$17.00	\$8,500.00	\$8,500.00
311	4,710	4,710	SY	Temporary Utility Access Road For Non	\$35.00	\$164,850.00	\$164,850.00	\$36.50	\$171,915.00	\$171,915.00
312	500	500	SY	Contingent Temporary Utility Access Rd	\$1.00	\$500.00	\$500.00	\$32.50	\$16,250.00	\$16,250.00
313	500	500	SY	Contingent Temporary Utility Access Rd	\$120.00	\$60,000.00	\$60,000.00	\$102.00	\$51,000.00	\$51,000.00
314	1	1	EACH	Temporary Stream Ford Crossing Acces	\$1,500.00	\$1,500.00	\$1,500.00	\$20,300.00	\$20,300.00	\$20,300.00
500 Series Items						\$388,181.90	\$248,016.01		\$3,702,110.00	\$981,017.00
501	5,170	5,170	SY	Removal Of Bituminous Paving Materia	\$1.00	\$5,170.00	\$5,170.00	\$18.00	\$93,060.00	\$93,060.00
502	6,900	4,216	SY	Contingent Removal Of Bituminous Pav	\$0.01	\$69.00	\$42.16	\$16.00	\$110,400.00	\$67,456.00
503	5,585	5,585	SY	6" Sub Base Using Crusher Run	\$0.01	\$55.85	\$55.85	\$19.00	\$106,115.00	\$106,115.00
504	6,900	6,900	SY	Contingent 6" Sub Base Using Crusher F	\$0.01	\$69.00	\$69.00	\$15.00	\$103,500.00	\$103,500.00
505	2,805	1,125	TON	Hot Mix Asphalt Superpave 12.5mm PG	\$1.00	\$2,805.00	\$1,125.00	\$265.00	\$743,325.00	\$298,125.00

506	610	0	TON	Contingent Hot Mix Asphalt Superpave	\$0.01	\$6.10	\$0.00	\$228.00	\$139,080.00	\$0.00
507	4,035	0	TON	Hot Mix Asphalt Superpave 19.0mm PG	\$1.00	\$4,035.00	\$0.00	\$169.00	\$681,915.00	\$0.00
508	875	0	TON	Contingent Hot Mix Asphalt Superpave	\$0.01	\$8.75	\$0.00	\$144.00	\$126,000.00	\$0.00
509	110	110	CY	Patching Existing Pavement Using Mix M	\$600.00	\$66,000.00	\$66,000.00	\$465.00	\$51,150.00	\$51,150.00
510	475	253	CY	Contingent Patching Existing Pavement	\$600.00	\$285,000.00	\$151,800.00	\$412.00	\$195,700.00	\$104,236.00
511	1,195	0	CY	Patching Existing Rigid Pavement Using	\$1.00	\$1,195.00	\$0.00	\$510.00	\$609,450.00	\$0.00
512	1,420	0	CY	Contingent Patching Existing Rigid Pave	\$0.01	\$14.20	\$0.00	\$412.00	\$585,040.00	\$0.00
513	5,000	5,000	LF	Contingent Thermoplastic Pavement M	\$2.00	\$10,000.00	\$10,000.00	\$9.30	\$46,500.00	\$46,500.00
514	25	25	EACH	Contingent Thermoplastic Markings (Le	\$50.00	\$1,250.00	\$1,250.00	\$187.00	\$4,675.00	\$4,675.00
515	100	100	SY	Bus Stopping Pad	\$125.00	\$12,500.00	\$12,500.00	\$234.00	\$23,400.00	\$23,400.00
516	400	400	SY	Contingent Bus Stopping Pad	\$0.01	\$4.00	\$4.00	\$207.00	\$82,800.00	\$82,800.00
600 Series Items						\$21,513.50	\$21,513.50		\$307,015.00	\$307,015.00
601	1,820	1,820	LF	Curb And Gutter	\$1.00	\$1,820.00	\$1,820.00	\$35.00	\$63,700.00	\$63,700.00
602	2,700	2,700	LF	Contingent Curb And Gutter	\$0.01	\$27.00	\$27.00	\$30.00	\$81,000.00	\$81,000.00
603	5,020	5,020	SF	5" Concrete Sidewalk	\$1.00	\$5,020.00	\$5,020.00	\$9.00	\$45,180.00	\$45,180.00
604	8,650	8,650	SF	Contingent 5" Concrete Sidewalk	\$0.01	\$86.50	\$86.50	\$7.50	\$64,875.00	\$64,875.00
605	1,500	1,500	SF	Contingent 5" Concrete Sidewalk With	\$1.00	\$1,500.00	\$1,500.00	\$21.50	\$32,250.00	\$32,250.00
606	360	360	SF	Detectable Warning Pavers	\$1.00	\$360.00	\$360.00	\$18.50	\$6,660.00	\$6,660.00
607	150	150	LF	Contingent Chain Link Fence Replacern	\$20.00	\$3,000.00	\$3,000.00	\$21.00	\$3,150.00	\$3,150.00
608	150	150	LF	Contingent Chain Link Fence Resetting	\$18.00	\$2,700.00	\$2,700.00	\$14.00	\$2,100.00	\$2,100.00
609	200	200	LF	Contingent Privacy Fence Replacement	\$25.00	\$5,000.00	\$5,000.00	\$30.50	\$6,100.00	\$6,100.00
610	100	100	LF	Contingent Privacy Fence Resetting	\$20.00	\$2,000.00	\$2,000.00	\$20.00	\$2,000.00	\$2,000.00
700 Series Items						\$567,084.00	\$567,084.00		\$770,654.30	\$770,654.30
701	32,689	32,689	SY	Topsoil Furnished And Placed At 4" Dep	\$2.00	\$65,378.00	\$65,378.00	\$8.90	\$290,932.10	\$290,932.10
702	22,289	22,289	SY	Seeding And Mulching	\$1.00	\$22,289.00	\$22,289.00	\$1.80	\$40,120.20	\$40,120.20
703	500	500	SY	Hydroseeding	\$1.00	\$500.00	\$500.00	\$2.30	\$1,150.00	\$1,150.00
704	9,000	9,000	SY	Turf Establishment-Seeding And Mulch	\$1.00	\$9,000.00	\$9,000.00	\$1.80	\$16,200.00	\$16,200.00
705	18,000	18,000	SY	Upland Meadow Seeding And Mulching	\$1.00	\$18,000.00	\$18,000.00	\$1.80	\$32,400.00	\$32,400.00
706	26	26	EACH	Planting N. Red Oak Trees 1.5" B&B	\$245.00	\$6,370.00	\$6,370.00	\$286.00	\$7,436.00	\$7,436.00
707	16	16	EACH	Planting Eastern Cottonwood Trees 1.5	\$245.00	\$3,920.00	\$3,920.00	\$286.00	\$4,576.00	\$4,576.00
708	22	22	EACH	Planting Tulip Poplar Trees 1.5" B&B	\$245.00	\$5,390.00	\$5,390.00	\$286.00	\$6,292.00	\$6,292.00
709	20	20	EACH	Planting Red Maple Trees 1.5" B&B	\$245.00	\$4,900.00	\$4,900.00	\$286.00	\$5,720.00	\$5,720.00
710	20	20	EACH	Planting Black Cherry Trees 1.5" B&B	\$245.00	\$4,900.00	\$4,900.00	\$286.00	\$5,720.00	\$5,720.00
711	6	6	EACH	Planting American Hornbeam/Ironwood	\$245.00	\$1,470.00	\$1,470.00	\$286.00	\$1,716.00	\$1,716.00
712	20	20	EACH	Planting Arrowwood Shrubs 24" Contai	\$59.00	\$1,180.00	\$1,180.00	\$69.00	\$1,380.00	\$1,380.00

713	18	18	EACH	Planting Common Serviceberry Shrubs	\$59.00	\$1,062.00	\$1,062.00	\$69.00	\$1,242.00	\$1,242.00
714	30	30	EACH	Contingent Tree Planting - 30 Trees (10	\$200.00	\$6,000.00	\$6,000.00	\$286.00	\$8,580.00	\$8,580.00
715	14	14	MGAL	Additional Watering And Plantings	\$175.00	\$2,450.00	\$2,450.00	\$204.00	\$2,856.00	\$2,856.00
716	4	4	MGAL	Supplemental Watering Of Existing Tree	\$175.00	\$700.00	\$700.00	\$204.00	\$816.00	\$816.00
717	1	1	LS	Tree Preservation	\$25,000.00	\$25,000.00	\$25,000.00	\$11,700.00	\$11,700.00	\$11,700.00
718	40	40	EACH	Tree Protection Signs	\$60.00	\$2,400.00	\$2,400.00	\$58.50	\$2,340.00	\$2,340.00
719	400	400	LF	Root Pruning	\$5.00	\$2,000.00	\$2,000.00	\$5.80	\$2,320.00	\$2,320.00
720	12	12	EACH	Heavy Tree Protection	\$400.00	\$4,800.00	\$4,800.00	\$409.00	\$4,908.00	\$4,908.00
721	1	1	LS	Planting Of Trees And Shrubs	\$350,000.00	\$350,000.00	\$350,000.00	\$287,100.00	\$287,100.00	\$287,100.00
722	50	50	EACH	Contingent Planting Of Trees	\$500.00	\$25,000.00	\$25,000.00	\$601.00	\$30,050.00	\$30,050.00
723	25	25	MGAL	Contingent Watering Of Trees	\$175.00	\$4,375.00	\$4,375.00	\$204.00	\$5,100.00	\$5,100.00
800 Series Items						\$4,800,052.50	\$4,778,852.50		\$4,270,878.25	\$4,240,928.25
801	1,515	1,515	LF	Close Curcuit TV Inspection Of 6"-15" S	\$3.50	\$5,302.50	\$5,302.50	\$3.75	\$5,681.25	\$5,681.25
802	220	220	LF	Close Curcuit TV Inspection Of 18"-30"	\$4.75	\$1,045.00	\$1,045.00	\$12.00	\$2,640.00	\$2,640.00
803	1,000	1,000	LF	Contingent Close Circuit TV Inspection	\$3.50	\$3,500.00	\$3,500.00	\$3.75	\$3,750.00	\$3,750.00
804	1,000	1,000	LF	Contingent Close Circuit TV Inspection	\$4.75	\$4,750.00	\$4,750.00	\$12.00	\$12,000.00	\$12,000.00
805	250	250	LF	Contingent Close Circuit TV Inspection	\$8.50	\$2,125.00	\$2,125.00	\$16.00	\$4,000.00	\$4,000.00
806										
807										
808										
809	976	976	LF	Cured-In-Place Pipe Lining Of 8" Sanitar	\$210.00	\$204,960.00	\$204,960.00	\$45.50	\$44,408.00	\$44,408.00
810	733	733	LF	Cured-In-Place Pipe Lining Of 18" Sanita	\$225.00	\$164,925.00	\$164,925.00	\$72.00	\$52,776.00	\$52,776.00
811	2,178	2,178	LF	Cured-In-Place Pipe Lining Of 27" Sanita	\$475.00	\$1,034,550.00	\$1,034,550.00	\$151.00	\$328,878.00	\$328,878.00
812	650	650	LF	Contingent Cured-In-Place Pipe Lining C	\$65.00	\$42,250.00	\$42,250.00	\$56.50	\$36,725.00	\$36,725.00
813	150	150	LF	Contingent Cured-In-Place Pipe Lining C	\$85.00	\$12,750.00	\$12,750.00	\$59.00	\$8,850.00	\$8,850.00
814	1,000	1,000	LF	Contingent Cured-In-Place Pipe Lining C	\$90.00	\$90,000.00	\$90,000.00	\$65.50	\$65,500.00	\$65,500.00
815	300	300	LF	Contingent Cured-In-Place Pipe Lining C	\$270.00	\$81,000.00	\$81,000.00	\$167.00	\$50,100.00	\$50,100.00
816	250	250	LF	Contingent Cured-In-Place Pipe Lining C	\$400.00	\$100,000.00	\$100,000.00	\$317.00	\$79,250.00	\$79,250.00
817	205	205	GAL	Chemical Grouting Of Sanitary Sewers	\$50.00	\$10,250.00	\$10,250.00	\$7.60	\$1,558.00	\$1,558.00
818	300	300	EACH	Reinstate Sewer House Connection Foll	\$200.00	\$60,000.00	\$60,000.00	\$172.00	\$51,600.00	\$51,600.00
819	300	300	EACH	Contingent Reinstate Sewer House Con	\$150.00	\$45,000.00	\$45,000.00	\$172.00	\$51,600.00	\$51,600.00
820	3	3	EACH	Open Cut Point Repair Of 12 LF Of 8"-1	\$15,000.00	\$45,000.00	\$45,000.00	\$6,770.00	\$20,310.00	\$20,310.00
821	2	2	EACH	Open Cut Point Repair Of 12 LF Of 8"-1	\$25,000.00	\$50,000.00	\$50,000.00	\$9,110.00	\$18,220.00	\$18,220.00
822	14	14	LF	Open Cut Point Repair 8"-12" Sanitary	\$800.00	\$11,200.00	\$11,200.00	\$417.00	\$5,838.00	\$5,838.00
823	20	20	EACH	Contingent Open Cut Point Repair Of 1	\$6,000.00	\$120,000.00	\$120,000.00	\$7,000.00	\$140,000.00	\$140,000.00

824	10	10	EACH	Contingent Open Cut Point Repair Of 12"	\$8,000.00	\$80,000.00	\$80,000.00	\$9,340.00	\$93,400.00	\$93,400.00
825	50	50	LF	Contingent Open Cut Point Repair 8"-12"	\$300.00	\$15,000.00	\$15,000.00	\$339.00	\$16,950.00	\$16,950.00
826	25	25	LF	Contingent Open Cut Point Repair 8"-12"	\$400.00	\$10,000.00	\$10,000.00	\$438.00	\$10,950.00	\$10,950.00
827	1	1	EACH	Open Cut Point Repair 12 LF Of 15"-18"	\$30,000.00	\$30,000.00	\$30,000.00	\$11,400.00	\$11,400.00	\$11,400.00
828	16	16	LF	Open Cut Point Repair 15"-18" Sanitary	\$850.00	\$13,600.00	\$13,600.00	\$560.00	\$8,960.00	\$8,960.00
829	5	5	EACH	Contingent Open Cut Point Repair 12 LF	\$7,000.00	\$35,000.00	\$35,000.00	\$9,340.00	\$46,700.00	\$46,700.00
830	5	5	EACH	Contingent Open Cut Point Repair 12 LF	\$10,000.00	\$50,000.00	\$50,000.00	\$11,700.00	\$58,500.00	\$58,500.00
831	10	10	LF	Contingent Open Cut Point Repair 15"-18"	\$520.00	\$5,200.00	\$5,200.00	\$613.00	\$6,130.00	\$6,130.00
832	10	10	LF	Contingent Open Cut Point Repair 15"-18"	\$750.00	\$7,500.00	\$7,500.00	\$811.00	\$8,110.00	\$8,110.00
833	5	5	EACH	Contingent Open Cut Point Repair 12 LF	\$7,000.00	\$35,000.00	\$35,000.00	\$14,000.00	\$70,000.00	\$70,000.00
834	5	5	EACH	Contingent Open Cut Point Repair 12 LF	\$11,000.00	\$55,000.00	\$55,000.00	\$15,200.00	\$76,000.00	\$76,000.00
835	10	10	LF	Contingent Open Cut Point Repair 27" S	\$1,000.00	\$10,000.00	\$10,000.00	\$1,020.00	\$10,200.00	\$10,200.00
836	10	10	LF	Contingent Open Cut Point Repair 27" S	\$1,100.00	\$11,000.00	\$11,000.00	\$1,170.00	\$11,700.00	\$11,700.00
837	5	5	EACH	Contingent Open Cut Point Repair 12 LF	\$10,000.00	\$50,000.00	\$50,000.00	\$16,100.00	\$80,500.00	\$80,500.00
838	5	5	EACH	Contingent Open Cut Point Repair 12 LF	\$14,000.00	\$70,000.00	\$70,000.00	\$17,200.00	\$86,000.00	\$86,000.00
839	10	10	LF	Contingent Open Cut Point Repair 33" S	\$1,000.00	\$10,000.00	\$10,000.00	\$1,280.00	\$12,800.00	\$12,800.00
840	10	10	LF	Contingent Open Cut Point Repair 33" S	\$1,000.00	\$10,000.00	\$10,000.00	\$1,460.00	\$14,600.00	\$14,600.00
841	318	318	LF	8" PVC Sanitary Sewer Replacement	\$600.00	\$190,800.00	\$190,800.00	\$475.00	\$151,050.00	\$151,050.00
842	72	72	LF	18" PVC Sanitary Sewer Replacement	\$1,000.00	\$72,000.00	\$72,000.00	\$1,290.00	\$92,880.00	\$92,880.00
843	30	30	EACH	Point Repair Using CIPP For 8"-10" Sani	\$2,400.00	\$72,000.00	\$72,000.00	\$2,570.00	\$77,100.00	\$77,100.00
844	329	329	LF	Point Repair Using CIPP For 8"-10" Sani	\$300.00	\$98,700.00	\$98,700.00	\$233.00	\$76,657.00	\$76,657.00
845	5	5	EACH	Contingent Point Repair Using CIPP For	\$2,100.00	\$10,500.00	\$10,500.00	\$2,570.00	\$12,850.00	\$12,850.00
846	20	20	LF	Contingent Point Repair Using CIPP For	\$300.00	\$6,000.00	\$6,000.00	\$233.00	\$4,660.00	\$4,660.00
847	2	2	EACH	Contingent Point Repair Using CIPP For	\$2,800.00	\$5,600.00	\$5,600.00	\$3,210.00	\$6,420.00	\$6,420.00
848	10	10	LF	Contingent Point Repair Using CIPP For	\$500.00	\$5,000.00	\$5,000.00	\$467.00	\$4,670.00	\$4,670.00
849	2	2	EACH	Contingent Point Repair Using CIPP For	\$3,300.00	\$6,600.00	\$6,600.00	\$8,760.00	\$17,520.00	\$17,520.00
850	10	10	LF	Contingent Point Repair Using CIPP For	\$500.00	\$5,000.00	\$5,000.00	\$1,170.00	\$11,700.00	\$11,700.00
851	2	2	EACH	Contingent Point Repair Using CIPP For	\$3,800.00	\$7,600.00	\$7,600.00	\$11,600.00	\$23,200.00	\$23,200.00
852	10	10	LF	Contingent Point Repair Using CIPP For	\$650.00	\$6,500.00	\$6,500.00	\$3,210.00	\$32,100.00	\$32,100.00
853	2	2	EACH	Contingent Point Repair Using CIPP For	\$4,100.00	\$8,200.00	\$8,200.00	\$15,100.00	\$30,200.00	\$30,200.00
854	10	10	LF	Contingent Point Repair Using CIPP For	\$650.00	\$6,500.00	\$6,500.00	\$6,710.00	\$67,100.00	\$67,100.00
855	2	2	EACH	Contingent Abandon Existing 8"-12" Se	\$1,600.00	\$3,200.00	\$3,200.00	\$5,250.00	\$10,500.00	\$10,500.00
856	15	15	EACH	Contingent CCTV Inspection Of Laterals	\$400.00	\$6,000.00	\$6,000.00	\$584.00	\$8,760.00	\$8,760.00
857	50	50	LF	Contingent CCTV Inspection Of Laterals	\$50.00	\$2,500.00	\$2,500.00	\$17.50	\$875.00	\$875.00
858	10	10	EACH	Contingent Cleanout On Existing Latera	\$1,800.00	\$18,000.00	\$18,000.00	\$5,600.00	\$56,000.00	\$56,000.00

859	5	5	EACH	Contingent Cleanout On Existing Latera	\$2,800.00	\$14,000.00	\$14,000.00	\$6,770.00	\$33,850.00	\$33,850.00
860	10	10	EACH	Contingent Mainline Terminal Cleanout	\$3,300.00	\$33,000.00	\$33,000.00	\$6,420.00	\$64,200.00	\$64,200.00
861	75	75	EACH	Grout (Set Up) For Sewer House Conne	\$300.00	\$22,500.00	\$22,500.00	\$613.00	\$45,975.00	\$45,975.00
862	125	125	EACH	Contingent Grout (Set Up) For Sewer H	\$300.00	\$37,500.00	\$37,500.00	\$613.00	\$76,625.00	\$76,625.00
863	300	300	GAL	Non Structural Grout For Sewer House	\$15.00	\$4,500.00	\$4,500.00	\$11.50	\$3,450.00	\$3,450.00
864	500	500	GAL	Contingent Non Structural Grout For Se	\$10.00	\$5,000.00	\$5,000.00	\$11.50	\$5,750.00	\$5,750.00
865	7	7	EACH	Structural Grouting Of Service Connecti	\$4,000.00	\$28,000.00	\$28,000.00	\$4,500.00	\$31,500.00	\$31,500.00
866	25	25	EACH	Contingent Structural Grouing Of Servic	\$2,000.00	\$50,000.00	\$50,000.00	\$4,200.00	\$105,000.00	\$105,000.00
867	500	500	LB	Contingent Additional Structural Grout	\$45.00	\$22,500.00	\$22,500.00	\$134.00	\$67,000.00	\$67,000.00
868	86	86	EACH	Repair Sewer House Connection By CIP	\$2,300.00	\$197,800.00	\$197,800.00	\$2,220.00	\$190,920.00	\$190,920.00
869	100	100	EACH	Contingent Repair Sewer House Conne	\$1,500.00	\$150,000.00	\$150,000.00	\$2,730.00	\$273,000.00	\$273,000.00
870	22	22	EACH	Open Cut Point Repair 8 LF Of 6" Sewer	\$10,000.00	\$220,000.00	\$220,000.00	\$5,250.00	\$115,500.00	\$115,500.00
871	5	5	EACH	Open Cut Point Repair 8 LF Of 6" Sewer	\$14,000.00	\$70,000.00	\$70,000.00	\$7,120.00	\$35,600.00	\$35,600.00
872	50	50	EACH	Contingent Open Cut Point Repair 8 LF	\$5,000.00	\$250,000.00	\$250,000.00	\$5,250.00	\$262,500.00	\$262,500.00
873	25	25	EACH	Contingent Open Cut Point Repair 8 LF	\$6,200.00	\$155,000.00	\$155,000.00	\$7,240.00	\$181,000.00	\$181,000.00
874	100	77	LF	Contingent Open Cut Point Repair 6" Se	\$320.00	\$32,000.00	\$0.00	\$350.00	\$35,000.00	\$26,950.00
875	50	77	LF	Contingent Open Cut Point Repair 6" Se	\$400.00	\$20,000.00	\$30,800.00	\$438.00	\$21,900.00	\$0.00
876	20	20	VLF	48" Diameter Precast Sanitary Manhole	\$2,000.00	\$40,000.00	\$40,000.00	\$1,040.00	\$20,800.00	\$20,800.00
877	50	50	VLF	Contingent 48" Diameter Precast Sanita	\$500.00	\$25,000.00	\$25,000.00	\$1,040.00	\$52,000.00	\$52,000.00
878	50	50	VLF	Contingent 48" Diameter Precast Sanita	\$500.00	\$25,000.00	\$25,000.00	\$1,140.00	\$57,000.00	\$57,000.00
879	25	25	VLF	Contingent Remove Lamphole And Inst	\$900.00	\$22,500.00	\$22,500.00	\$1,060.00	\$26,500.00	\$26,500.00
880	1	1	EACH	Type A Or B Sanitary Drop Connection	\$5,000.00	\$5,000.00	\$5,000.00	\$5,660.00	\$5,660.00	\$5,660.00
881	5	5	EACH	Contingent Type A Or B Sanitary Drop C	\$3,000.00	\$15,000.00	\$15,000.00	\$5,720.00	\$28,600.00	\$28,600.00
882	5	5	EACH	Contingent Install Internal Sanitary Dro	\$1,500.00	\$7,500.00	\$7,500.00	\$3,250.00	\$16,250.00	\$16,250.00
883	10	10	EACH	Locate And Open Manhole	\$1,500.00	\$15,000.00	\$15,000.00	\$568.00	\$5,680.00	\$5,680.00
884	100	100	HR	Contingent Locate And Open Manhole	\$350.00	\$35,000.00	\$35,000.00	\$506.00	\$50,600.00	\$50,600.00
885	8	8	EACH	Replace Manhole Frame And Cover	\$1,600.00	\$12,800.00	\$12,800.00	\$1,740.00	\$13,920.00	\$13,920.00
886	10	10	EACH	Contingent Replace Manhole Frame An	\$1,000.00	\$10,000.00	\$10,000.00	\$1,560.00	\$15,600.00	\$15,600.00
887	1	1	EACH	Replace Manhole Cover	\$700.00	\$700.00	\$700.00	\$701.00	\$701.00	\$701.00
888	20	20	EACH	Contingent Replace Manhole Cover	\$500.00	\$10,000.00	\$10,000.00	\$620.00	\$12,400.00	\$12,400.00
889	1	1	EACH	Replace Manhole Frame And Cover Wit	\$2,200.00	\$2,200.00	\$2,200.00	\$1,200.00	\$1,200.00	\$1,200.00
890	10	10	EACH	Contingent Replace Manhole Frame An	\$1,500.00	\$15,000.00	\$15,000.00	\$1,060.00	\$10,600.00	\$10,600.00
891	17	17	EACH	Reset Manhole Frame And Cover	\$1,400.00	\$23,800.00	\$23,800.00	\$975.00	\$16,575.00	\$16,575.00
892	20	20	EACH	Contingent Reset Manhole Frame And	\$1,000.00	\$20,000.00	\$20,000.00	\$870.00	\$17,400.00	\$17,400.00
893	3	3	EACH	Provide And Install Manhole Adjuster	\$1,000.00	\$3,000.00	\$3,000.00	\$1,770.00	\$5,310.00	\$5,310.00

894	20	20	EACH	Contingent Provide And Install Manhole	\$700.00	\$14,000.00	\$14,000.00	\$1,580.00	\$31,600.00	\$31,600.00
895	11	11	EACH	Replace Manhole Steps	\$95.00	\$1,045.00	\$1,045.00	\$76.00	\$836.00	\$836.00
896	100	100	EACH	Contingent Replace Manhole Steps	\$75.00	\$7,500.00	\$7,500.00	\$76.00	\$7,600.00	\$7,600.00
897	19	19	EACH	External Frame Seal	\$2,300.00	\$43,700.00	\$43,700.00	\$1,110.00	\$21,090.00	\$21,090.00
898	10	10	EACH	Contingent External Frame Seal	\$1,600.00	\$16,000.00	\$16,000.00	\$1,090.00	\$10,900.00	\$10,900.00
899	2	2	EACH	Internal Manhole Frame Seal	\$950.00	\$1,900.00	\$1,900.00	\$1,230.00	\$2,460.00	\$2,460.00
900 Series Items						\$635,210.00	\$635,210.00		\$865,778.00	\$865,778.00
900	25	25	EACH	Contingent Internal Manhole Frame Seal	\$750.00	\$18,750.00	\$18,750.00	\$1,230.00	\$30,750.00	\$30,750.00
901	4	4	EACH	Repair/Rebuild Manhole Bench And In	\$1,900.00	\$7,600.00	\$7,600.00	\$759.00	\$3,036.00	\$3,036.00
902	500	500	LB	Grout And Seal Leaks In Manhole Walls	\$60.00	\$30,000.00	\$30,000.00	\$7.00	\$3,500.00	\$3,500.00
903	50	50	GAL	Grout And Seal Leaks In Manhole Walls	\$120.00	\$6,000.00	\$6,000.00	\$111.00	\$5,550.00	\$5,550.00
904	6	6	EACH	Repair Pipe Seal At Manhole	\$950.00	\$5,700.00	\$5,700.00	\$992.00	\$5,952.00	\$5,952.00
905	10	10	EACH	Contingent Repair Pipe Seal At Manhole	\$750.00	\$7,500.00	\$7,500.00	\$992.00	\$9,920.00	\$9,920.00
906	150	150	VLF	Repair And Coat Manhole Interior (Cem	\$200.00	\$30,000.00	\$30,000.00	\$189.00	\$28,350.00	\$28,350.00
907	100	100	VLF	Contingent Repair And Coat Manhole In	\$170.00	\$17,000.00	\$17,000.00	\$189.00	\$18,900.00	\$18,900.00
908	150	150	VLF	Repair And Coat Manhole Interior (Resi	\$300.00	\$45,000.00	\$45,000.00	\$368.00	\$55,200.00	\$55,200.00
909	100	100	VLF	Contingent Repair And Coat Manhole In	\$275.00	\$27,500.00	\$27,500.00	\$368.00	\$36,800.00	\$36,800.00
910	2	2	EACH	Contingent Abandon Lamphole With Se	\$3,000.00	\$6,000.00	\$6,000.00	\$2,330.00	\$4,660.00	\$4,660.00
911	14	14	EACH	Heavy Cleaning And Chemical Root Tre	\$440.00	\$6,160.00	\$6,160.00	\$642.00	\$8,988.00	\$8,988.00
912	30	30	EACH	Contingent Heavy Cleaning And Chemic	\$350.00	\$10,500.00	\$10,500.00	\$642.00	\$19,260.00	\$19,260.00
913	33	33	VLF	Rebuild Manhole Wall	\$500.00	\$16,500.00	\$16,500.00	\$409.00	\$13,497.00	\$13,497.00
914	35	35	VLF	Contingent Rebuild Manhole Wall	\$400.00	\$14,000.00	\$14,000.00	\$409.00	\$14,315.00	\$14,315.00
915	30	30	DY	Contingent By-Pass Pumping And Flow	\$3,500.00	\$105,000.00	\$105,000.00	\$2,430.00	\$72,900.00	\$72,900.00
916	25	25	DY	Contingent By-Pass Pumping And Flow	\$2,500.00	\$62,500.00	\$62,500.00	\$3,690.00	\$92,250.00	\$92,250.00
917	50	50	CY	Contingent Concrete Encasement	\$200.00	\$10,000.00	\$10,000.00	\$379.00	\$18,950.00	\$18,950.00
918	100	100	EACH	Contingent Raise Existing Manhole To//	\$1,000.00	\$100,000.00	\$100,000.00	\$1,690.00	\$169,000.00	\$169,000.00
919	250	250	VLF	Contingent Additional Excavation And N	\$200.00	\$50,000.00	\$50,000.00	\$476.00	\$119,000.00	\$119,000.00
920	1	1	LS	Install New Eccentric Cone Unit And Fra	\$15,000.00	\$15,000.00	\$15,000.00	\$12,700.00	\$12,700.00	\$12,700.00
921	250	250	LF	Contingent Furnishing And Renewal 3/4	\$50.00	\$12,500.00	\$12,500.00	\$99.00	\$24,750.00	\$24,750.00
922	200	200	LF	Contingent Furnishing And Renewal 1 1	\$60.00	\$12,000.00	\$12,000.00	\$61.50	\$12,300.00	\$12,300.00
923	25	25	EACH	Contingent Furnishing And Installing Of	\$800.00	\$20,000.00	\$20,000.00	\$3,410.00	\$85,250.00	\$85,250.00

MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard Suite 515 Baltimore MD 21230-1718
410 537 3119 1-800-633-6101

http://www.mde.state.md.us/programs/Water/QualityFinancing/MinorityandWomensBusinessEnterprises/Pages/Programs/WaterPrograms/Water_Quality_Finance/MWBE/index.aspx

Disadvantaged Business Enterprise (DBE) Good Faith Efforts Checklist
To be completed by Prime (Construction & A/E) Contractor

Project Name: Improvements to the Sanitary Sewers in the North East Area of Baltimore City

Procurement Category: Check box for all M/WBE procurement categories being reported under the above referenced project. Construction Equipment Services Supplies

For each procurement action, please answer the following questions

A: Develop Bidders List of DBE firms

- A1 Did you develop a Bidders List of DBE firms? Yes No
- A2 Did you advertise in minority, local, regional papers or Dodge Report? Yes No
- A3 Did you send invitation for bids to DBE trade associations? Yes No
- A4 Did you contact US-SBA/MBDA/MDOT? Yes No
- A5 Did you receive Bidders List from Loan Recipient? Yes No
- A6 Did you provide MDE with Bidders List? Yes No

B: Smaller work components and delivery schedules

- B1 Did DBE firms have opportunities to bid as subcontractors? Yes No
- B2 Did you break down the project, where economically feasible, into smaller components for DBE firms to bid as subcontractors? Yes No
- B3 Do project components have reasonable delivery schedules? Yes No
- B4 Did you allow a reasonable time for DBEs to bid? Yes No
- B5 Did you encourage DBEs to bid as a consortium due to project size? Yes No

C: Solicitation Summary of DBE firms (Prime Contractor must fill EPA Form 6100-4)

- C1 Did you use the Bidders List to solicit subcontractors? Yes No
- C2 Did DBE firms bid as subcontractors (provide list, work type, & price)? Yes No
- C3 Did you select any DBE firms as subcontractor? Yes No
- C4 Is the subcontractor using any additional subcontractors? Yes No

Prime contractor must provide to loan recipient: (1) list of ALL subcontractors (DBE and non-DBE) with type of work and estimated dollar amounts; (2) completed EPA Form 6100-4; and, (3) completed EPA Form 6100-3 for each DBE subcontractor. Also, EPA Form 6100-2 to each DBE subcontractor.

Supporting Documentation

In support of the actions taken in items A, B, and C, (above), all prime contractors must attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers. Examples of supporting documentation include: (i) Bidders List of DBE firms; (ii) list of sub-contract work elements possible under the prime contract; (iii) proof of contact with DBE firms as potential sub contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.); (iv) copies of all procurement advertisements; and, (v) list of all sub contractors that submitted bids/RFP.

X Florentino Coregoris, President
Prime Contractor's Name and Title

X [Signature]
Prime Contractor Official's Signature/ Date

Contact Phone # 202-269-1664

12/5/17

MINUTES

President: The second item on the non-routine agenda can be found on pages 92, 93, Recommendations for Contract Awards Rejections Items 3 and 4, SC 965 Improvements to the Sanitary Sewers in the Northeast Area of Baltimore City and the Transfer of Funds. Will the parties please come forward. State your name and thank you."

Mr. Carlos Stephenson: "Good morning Madam President, um -- Mayor Young, Honorable Board of Estimates. My name is Carlos Stephenson, I'm an Engineer II in the Department of Public Works, Office of Engineering and Construction. SC 965 improves the sanitary sewer northeast area of Baltimore City. The engineer's estimate for this contract is \$13,181,502.00. The lowest bidder was Spiniello Companies with \$8,933,000.00 -- \$8,933,000.00. I apologize. The second bidder Anchor Construction was \$12,448,798.00. The agency recommends award of this contract to Anchor Construction over Spiniello Companies, whose bid - I'm sorry -- whose bid we concluded through our review, was unbalanced and presents a great risk to the City. My team and I analyzed the bids received, our reviews indicated that Anchor Construction bid is responsive and reasonable. Um -- the agency believes that it -- this -- this is in the best interest of the citizens and the City of Baltimore.

MINUTES

Spiniello Companies bid was 32% below the engineer's estimate, but several items in their bid were either severely understated or overstated. Spiniello Companies bid contained 51 unbalanced items, those 51 unbalanced items represent 25% of the total project."

City Solicitor: "And once again what's the total project?"

Mr. Stephenson: "The total project cost is \$13,181,502.00 --"

Mr. Michael Mullen: "That was the engineer's estimate --"

Mr. Stephenson: "My apology. That was the engineer estimate --"

Mr. Mullen: "Mike Mullen from the Law Department."

City Solicitor: "Mr. Mullen did you want to um -- elaborate in any way on the presentation."

Mr. Mullen: "I would simply comment on Mr. Cashmere's comments about the DBE document in here and I can do that after he presents if he wish or I can do it now."

City Solicitor: "Okay that's probably better, better procedure."

Mr. Brian Cashmere: "Hi. Good morning, Honorable -- President, Board, Brian Cashmere on behalf of the Spiniello Companies um -- here uh -- to -- in support of their protest. Spiniello Companies was the lowest responsive and responsible bidder at \$8.9 million,

MINUTES

\$3.5 million lower than Anchor's bid um -- that the City is now proposing um -- to be or DPW is now recommending the awarded the contract. Spiniello has set forth in its uh -- bid protest several reasons for uh -- the protests. The principal one being our disagreement that there is a materially unbalanced bid and that providing an award to Spiniello at a \$3.5 million savings to this City creates risk or -- or unreasonable risk to this City and I'll -- I'll explain that in a moment. As well as -- as Mr. Mullen said we have a -- we have other um -- bases we also present that the uh - Anchor's bid um -- is non-responsive in the sense that its DBE good-faith checklist is incomplete. And significant within that incompleteness is a failure to represent to the City that its MBEs, WBEs, and DBEs are um -- are uh -- using or not using subcontractors. And the -- the importance of that is whether or not their -- their DBEs, MBEs, WBEs will be using pass-throughs for this. That's an unknown. Our -- our protest on that grounds that they're not responsive is not to whether or not they comply with MBE/DBE requirements, but whether or not they are responsive,

MINUTES

and responsiveness is will Anchor perform the contract per the IFB requirements using the MBEs and WBEs in the way they are. It's unknown absent that checklist. I - I'll move on from that. That is a secondary argument. Our primary position here is one that I -- I would um -- say quite frankly Spiniello's bid is not materially unbalanced and it poses no serious risk to the City that you will pay more. In fact you will pay less by \$3.5 million by awarding to Spiniello. This is a competitively bid project, and the complaint the DPW has -- has -- is presenting to you is that Spiniello's too low. We're saving the City too much money. That shouldn't be a problem in these -- this day and age that were really debating. You're saving \$3.5 million. They are low. They have 35 years of successful performance in this City. They have competitive advantages over others because they've done the work and they've been successful at it. But before we do -- I talk more about that, let's understand what an unbalanced bid is. An unbalanced bid as we set forth our papers contains a couple of components. The first component is you have to have low prices on certain items that are unreasonably low. You also have to have unreasonably high prices

MINUTES

on others that gives you the unbalance. But what's significant in analyzing on an unbalanced bid is whether or not that high price is also coupled with a quantity, this is a unit price quantity contract, it's coupled with a quantity that is patently understated. Such that their -- the bidder, in an unbalanced situation, will reap a windfall. What's missing here is that second component. Spiniello admittedly, like other bidders on this project and others, bid certain items at a penny and a dollar, commonplace in the industry. Where a bidder knows that -- that a certain item is not going to be needed. They will in a competitive bid process -- the City is set up this process to be competitive. They will price that item at a penny or a dollar to gain a competitive advantage in the marketplace. That's what's happened here, they've done that."

City Solicitor: "I don't know what that means. Can -- can you explain?"

Mr. Cashmere: "So in -- in a unit price contract --"

City Solicitor: "I -- I understand a year and a day, but a penny and a dollar I don't --"

MINUTES

Mr. Cashmere: "Okay -- well yeah I understand -- I understand, your Honor. So in a unit price contract here it -- here -- here's a spreadsheet that lists all of the items of work and the estimated quantities and the way a unit price contract is done is the bidders will bid each item, hundreds of mini bids on a project and they will put in their price for that and then they will multiply it by the estimated quantities provided in the IFB by the City. What a -- what they will do is instead of putting in their cost for that item they'll recognize it based on their experience and their evaluation of the -- of the bid that an item won't be needed that much. So -- so to gain again -- the goal is to give the City the lowest possible competitive price. That's a competitive system, so they will put in a lower dollar. For example, on one of the items here 6-0-1 curb and gutter -- there is 6-0-1 curb and gutter. I think there's an estimate of approximately 2,000 linear feet of curb and gutter. Spiniello looks at this as if you know what that restoration work on this project isn't going be that high, so

MINUTES

rather than -- to -- to do this I'm just going say a dollar. Because I'm not really going spend much money on that so why am I going bill the City much for that? So they put that in at a dollar. Now the reality is when you do the take-off there is -- you know hundreds of feet not thousands of feet in that item so that's what's Spiniello's done but what's the impact of that? Spiniello has a lower price; the City pays less. Spiniello takes the risk completely on that item. There is no risk to the City in those pennies and dollars. Spiniello took on that risk that's what you want from contractors in a competitive scenario for them to take that risk. What - what's critical here is -- is that there's not that other side. The other side is the problem with the risk for -- for municipalities, Federal government, the City of Baltimore is where they unbalance it by doing that, on one side, but on the other side they say there are items in here that are understated, that are going where -- where it says a thousand and we know there's going to be ten thousand of them. What we're going to do

MINUTES

is we're going to beef that price up and we're going to go high on that price and when it goes over, we're gonna be a windfall and I would agree that in a situation is a material unbalance bid and it poses a risk to the City."

President: "Comptroller Pratt."

Comptroller: "Yeah, but the problem that I have with um -- it being too low and being under the engineer's estimate is, what I have heard from DPW is that there 51 unbalanced items and they consist of 25% of the total contract. Which would cause the City to pay more because you could come back with extra work orders. So that's my concern."

Mayor: "And that was going to be um -- my concern too because--"

Comptroller: "Yeah."

Mayor: "I wrote it down --um -- 51 unbalanced um --"

Comptroller: "Yeah."

Mayor: "items um - which --"

Comptroller: "Twenty-five percent."

Mayor: "as you know, we get a lot of um -- you know, cost overruns and accounts for us to pay more money. Sometimes the lowest bidder is not always the best bidder."

Comptroller: "That's true."

MINUTES

Mr. Cashmere: "And -- and I understand that. But -- but in a competitive bid scenario, not a negotiated bid scenario, the City is using IFB's competitive bid. So there's not the opportunity to negotiate so -- so that's important here. But as to that concern, that's a different concern than an unbalanced bid. I will say also, the devil is in the details. We don't know what 51 items DPW's referring to we're not able to explain each of those 50, 51 items. But to the extent they're low and to address your concern, the contract provides you that protection. You're not at risk there. The-- Spiniello has taken that risk on those items because if they bill for those items, they have to bill at a -- at the price that they've agreed to in the contract. They're bound by the contract. That's the beauty of the contract. It puts the risk on Spiniello not -- they can't put in a change or if they put in a change, the rejects stamp hits it. Because you -- the -- the -- it's a simple as saying the cost overrun is -- is yours. You agreed to the price."

MINUTES

City Solicitor: "Well all that does is buy us a lawsuit."

Mayor: "But that -- but that hasn't -- that hasn't always been the case um -- because um -- Mr. Chow remembers, I always question these extra work orders. And I've seen come through, just about every company, you know. I am very supportive of all the companies, because um -- I want people working. But sometimes uh, when I see those cost overruns it gives me hiccups. Because I'm thinking that if you bid \$13 million for a project, then anything that you find that comes up, it's your responsibility, because you said you could do it for \$13 million. I'm just using that as um -- a hypothetical. But um -- then we see these cost overruns and -- and -- and -- and want more money, because we see something unexpected. But when you bid on a contract, everything that -- that -- that's there should be your responsibility. No cost overruns, no change orders, none of that because that -- that's my thinking and that's the way I would like the City to go. If somebody bid the contract and they win it, that's what we pay them and they have to do the complete job, no matter if they find something seen or unseen because they did the uh - engineers estimate. That's the way I am moving."

MINUTES

President: "I -- I agree Mr. Mayor. We -- we thrive for better and the best work for the City. Um -- Comptroller Pratt."

Comptroller: "Right. So basically are you saying no matter what, if Spiniello would fix -- will -- will repair it at a fixed price, no cost overruns?"

Mr. Cashmere: "What -- what they will do is they will they will perform the work per their contract, they will perform it per that \$8.4 million, at a savings to the City of \$3.5. That's what I'm representing to you."

Comptroller: "So you're saying - It's a fixed contract no matter what they will find -- they will honor the contract for the \$8 million. No matter what, no cost overruns."

Mr. Cashmere: "Well -- there -- there is -- the are many elements of the contract --"

Comptroller: "That's what we are talking about --"

Mr. Cashmere: "there's a different but -- but that's different, um -- Madam President and the Board that's different. That concern is different than a materially unbalanced bid. That concern is merely a concern that the bid is too low. That's what you're saying,

MINUTES

you've not talking about materially unbalanced anymore. You're saying bidders out there in the City of Baltimore beware. If you are more than 30% lower than the engineer's estimate, you will not get the work here and that's not what the IFB says, that's not what the law says. We've deviated here in this discussion from the discussion of materially unbalanced. We're talking now about the Board's concern and -- and I respect the Board's concern. The Board's concern that somehow we're too low. Okay and I will represent to you the reason we're too low is 35 years of work here. We know how to do work in Baltimore, we know how to bid work in Baltimore. And -- and that's why you're getting that benefit. And to run from that benefit in a -- in a fixed-price contract where you're getting the benefit of \$3.5 million just because we're too low is -- is -- is one, it's not in the IFB, and it's not the issue that was presented with respect to unbalanced bids."

Mayor: "It's -- it's not the point that you bid too low. The point is that you have 51 unbalanced and we don't know what that means. Which means that the eight point whatever million -- that's um -- you quoted could be higher um -- and could um -- higher than the \$13.181."

MINUTES

Mr. Cashmere: "But on a unit price contract, we have to live with the price for each item that we gave you. We told you for that curb and gutter, for item 601, we will only charge you one dollar for every linear foot. That's our price, you're not going to pay more than that, okay throughout this project. So the 51 items I would suggest are uh -- functions of um --the -- the low price and that gave Spiniello a --"

Mayor: "Because I'm not an engineer and this is something that Department of Public Works and the engineering estimates are talking about um -- normally I follow what the Department really wants, I'll be honest with you. Because they are experts, I'm not. All we doing is looking at what they present to us and what the Department is recommending to us. So that's what we are going to base this on."

President: "Mr. Mull -- Mr. Mullen, can you speak?"

Mr. Cashmere: "I'm -- I'm -- I'm sorry, if I can --"

President: "Mr. Mullen, could you speak?"

MINUTES

Michael Mullen, Law Department: Michael Mullen for the Law Department. With all respect to Mr. Cashmere, this is an unbalanced bid and you've heard the testimony of Mr. Stephenson who said that. We have RK&K here they're the project engineer who did the estimate. They also believe that this is an unbalanced bid. The problem with an unbalanced bid is that there is risk and it's an unknown to the City as to what's going to happen. And as Mayor Young has said you have to listen to the engineers in my judgment that's the gold standard for the Board of Estimates. That's where they assess the risk. They're the professionals, they've looked at it. We have 23 penny or dollar bids here. Now penny bid or dollar bid on a line item bid like this means that the money has been shifted somewhere else. It's really that simple and it is an unbalanced bid. We're not just simply saying it's too low. There are also 16 line items that I looked at which are too high. They're the highest ones of all the bidders. And six of those were unbalanced as well, so you do have an unbalanced bid and that is the issue for the Board. And as in the past what the Board has to do is look at the risk to the City, and the safest way to do that is to look at the engineers that are the experts in the field, and what they have to say what their recommendations are. Mr. Stephenson is here, the gentleman from RK&K is here, if you have

MINUTES

specific questions they would be glad to answer them. I can only go over with you know general comments about it because it is detailed and engineering. I did want to address the DBE issue because this is a state contract, federally and state funded. Therefore our MBE and WBE rules do not apply. Our WBE documents don't apply. None of the MWBOO documents apply. They're all State documents. The State -- when we go, before we can make a recommendation to the Board, the agencies have to present the whole package to the State and they review it for compliance with the State documents. And on -- this is the document from the State that denotes approval. If you look at the first full paragraph once everybody gets it, the Maryland Department of the Environment hereby advises that the bidding procedures for the referenced project are approved. The contract may be awarded to the second low responsive responsible bidder Anchor Construction. And then in the next full paragraph, we have completed our review of the Minority Business Enterprise, Women's Business Enterprise information submitted on the above reference contract. We acknowledged the application of six good-faith efforts on this state and federally financially assisted project. And then the

MINUTES

following represents the proposed MBE/WBE participation achieved to date, and then it lists all of the subcontractors that Anchor proposed to be used on the job and if you note at the bottom it gives the total MBE percentage of 18% for 2.24 million dollars; WBE at 16% of \$1.99 million. So the State has approved it, they looked at all of the documentation uh - it's true that Anchor apparently did not check off all the boxes on one form. Obviously the State looked at that felt that was immaterial because they have approved it. There was a wealth of other information that Anchor submits. And I believe Anchor is here as well to answer questions if you had any questions about all of the materials that were submitted. But since this is State funded, federally funded contract we defer to the State on this matter, and they have approved the contract and recommended the award to Anchor. I'm happy to answer any questions or these gentlemen can help if you have specific engineering type questions."

President: "Solicitor, any questions?"

City Solicitor: "I have no questions."

MINUTES

Mr. Cashmere: "If -- I could be heard on just two -- two items. And one is I -- I would submit the -- the devil is in the details. The -- the 23 low, the 16 high, we've not seen this. We're coming here today this is the first we're hearing of this. The -- the due process of us being able to explain why these things are not unbalanced, it is somewhat missing here. But I will say this, 23 low, no risk to the City as set forth in our papers. The 16 high what's mi -- missing there is an explanation of -- of why they're high. Just because they're relatively high does not mean they're significantly higher than they should be. But importantly -- importantly is a matter of law, to be unbalanced that high number has to be coupled with an estimated quantity that is understated. That's what the law is for uh -- uh -- unbalanced bids. To follow the law they have to couple those two because that's what brings the risk to the City. I haven't heard that here today. Without that the -- there -- there's not the risk to the City. But before I close the -- the Vice-President of Spiniello is here um -- Todd Galletti, Madam Comptroller, he'd like to address the question you raised about whether or not they will stand by their price if -- if -- if he may be heard for a moment on that."

MINUTES

Comptroller: "Okay."

Todd Galletti, Vice President of Spiniello: Todd Galletti, Vice President of Operations for Spiniello and Companies. And I would like to address the question because I feel it is an important one. Um -- if Spiniello is um -- committed to with you know standing by our price of \$8.9 million. Um -- if -- if the contract is performed and executed in accordance with the plans and specifications that we bid, Spiniello is absolutely committed that we will not exceed that \$8.9 million price on this project."

Comptroller: "But in the past Spiniello has -- has um -- given the City extra work orders and you have not stood by that fixed-price."

Mr. Galletti: "What we're saying is as long as -- we -- when we put our bids together, we're bidding a -- a specific set of plans and specifications. If the works had been executed in accordance with those plans of specifications, we will not exceed that \$8.9 million price."

Comptroller: "Thank you."

President: "Um -- and I'd like to uh -- just mention it was uh -- brought to my attention that Councilman uh -- Henry is Councilman Henry of the fourth district is also uh -- with us today. And uh

MINUTES

-- we like -- we like to see balanced budgets not budgets, but we like to see balanced bids here in Baltimore. And on that note, I'd like to entertain a motion."

City Solicitor: "Madam President, I don't think there's any question here about good faith on either side. Uh -- these are good contractors, but the Board is entitled and I think has a duty to accept the professional judgments th - of the DPW experts and their uh - consultants. And I would move therefore uh -- to deny the protest and the supplemental protest and approve the recommendation of the DPW on these items."

Comptroller: "I second the motion."

President: "All those in favor say Aye, all opposed Nay. The motion carries. Thank you."

Mr. Cashmere: "Thank you."

* * * * *

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

5. SC 949, Stony Run
Wastewater Pumping
Station Upgrade

REJECTION - On Wednesday, December 19, 2018, the Board opened two bids for SC 949. The bids received ranged from a low of \$2,977,000.00 to a high of \$3,178,000.00. The Department of Public Works, Office of Engineering and Construction recommends the rejection of all bids as being in the best interest of the City.

MINUTES

Department of Recreation and Parks - Capital Projects Grant
Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of a Capital Projects Grant Agreement between the State of Maryland, acting through the Board of Public Works (BPW/Grantor), and the Directors of the Cylburn Arboretum Association, Incorporated (CAA) (Grantee/Donor) to benefit the Department of Recreation and Parks.

This Agreement terminates if the BPW terminates the Grant authorization under paragraph 3 without issuing bonds. Otherwise, the period of the Capital Projects Grant Agreement is in effect as long as any State General Obligation Bonds issued, sold, and delivered to provide funds for this Grant remain outstanding, or for a longer period as the parties may agree.

AMOUNT OF MONEY AND SOURCE:

\$200,000.00 - The State of Maryland will pay the funds directly to the CAA. No City funds will be transacted.

BACKGROUND/EXPLANATION:

The Donor wishes to use the grant funds awarded by the State of Maryland, BPW to fund capital improvements to the Cylburn Arboretum Carriage House and Nature Museum owned and operated by the Department of Recreation and Parks.

The BPW approved the funds to be used for the acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of the Cylburn Arboretum Carriage House and Nature Museum. The BPW will periodically provide funds, not to exceed the award or the amount

MINUTES

Department of Recreation and Parks - cont'd

of the Grantee's matching funds. The Donor has secured the required matching fund. The Donor's deadline to submit the Agreement to the BPW is May 1, 2019.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Capital Projects Grant Agreement between the State of Maryland, acting through the Board of Public Works, and the Directors of the Cylburn Arboretum Association, Incorporated to benefit the Department of Recreation and Parks.

MINUTES

Department of Recreation and Parks - Donation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the execution of a Donation Agreement between the Department of Recreation and Parks, the Friends of Clifton Mansion, Inc. (Donor), and Natural Concerns, Inc. (Contractor). The Board is also requested to approve the Contractor's Performance and Payment Bonds concurrently.

The period of the Donation Agreement is effective upon Board of Estimates approval (the Effective Date) for two years following the Final Acceptance of the Project by the City (to account for the maintenance phase of the Project set forth in the Donation Agreement's Scope of Work), unless earlier terminated pursuant to the terms hereof. Final Acceptance is defined as the acceptance of the Project by the City after the Donor and the City have verified that the equipment and systems are fully operational, all warranty work is complete, and the Contractor has fulfilled its contract obligations.

AMOUNT OF MONEY AND SOURCE:

\$183,807.50 - Donation Value - Friends of Clifton Mansion, Inc.
No City funds will be transacted

BACKGROUND/EXPLANATION:

The Donor would like to enter into this Donation Agreement with the Department of Recreation and Parks for the purpose of donating improvements to the City property known as Clifton Mansion South Lawn, located at 2801 Harford Rd (aka 2701 St. Lo Drive) inside Clifton Park.

Improvements will include installing new landscaping and a new concrete path. The Donor will pay the full estimated cost of

MINUTES

Department of Recreation and Parks - cont'd

\$183,807.50 for the renovation project directly to the Contractor. The Donor has selected its own Contractor. No City funds will be expended in the commission of this donation project.

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 Donation Agreement between the Department of Recreation and Parks, the Friends of Clifton Mansion, Inc., and Natural Concerns, Inc. The Board further approved the Contractor's Performance and Payment Bonds concurrently.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Health Department</u>			
1. Manhari Sapkota	Federal Grants Compliance Training Seattle, WA April 30 - May 3, 2019 (Reg. Fee \$1,095.00)	General Funds	\$2,420.31

The airfare cost of \$407.43, registration cost of \$1,095.00, hotel cost of \$507.00, and hotel tax of \$62.88 were prepaid using a City-issued credit card assigned to Malcolm Green-Haynes. Therefore, the disbursement to Ms. Sapkota is \$348.00.

Mayor's Office of Innovation

2. Emily Ianacone	Engaging Local Government Leaders 19 th Annual Conference Durham, NC May 15 - 17, 2019 (Reg. Fee \$270.00)	Special Funds	\$ 913.49
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The subsistence rate for this location is \$168.00 per night. The cost of the hotel is \$139.00 per night, plus taxes of \$18.76 per night. The Department is requesting additional subsistence of \$11.00 per day to cover the cost for meals and incidentals. The airfare cost of \$187.96, registration cost of \$270.00 and total hotel cost of \$315.53 were prepaid using a City-issued credit card assigned to Ms. Renee Newton. Therefore, the disbursement to Ms. Ianacone is \$140.00.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Mayor's Office of Innovation - cont'd</u>			
3. Justin Elszasz	Engaging Local Government Leaders 19 th Annual Conference Durham, NC May 15 - 17, 2019 (Reg. Fee \$270.00)	Special Funds	\$ 913.49

The subsistence rate for this location is \$168.00 per night. The cost of the hotel is \$139.00 per night plus taxes of \$18.76 per night. The Department is requesting additional subsistence of \$11.00 per day to cover the cost for meals and incidentals. The airfare cost of \$187.96, registration cost of \$270.00 and total hotel cost of \$315.53 were prepaid using a City-issued credit card assigned to Ms. Renee Newton. Therefore, the disbursement to Mr. Elszasz is \$140.00.

4. Daniel Hymowitz	Engaging Local Government Leaders 19 th Annual Conference Durham, NC May 15 - 17, 2019 (Reg. Fee \$270.00)	Special Funds	\$ 913.49
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The subsistence rate for this location is \$168.00 per night. The cost of the hotel is \$139.00 per night plus taxes of \$18.76 per night. The Department is requesting additional subsistence of \$11.00 per day to cover the cost for meals and incidentals. The airfare cost of \$187.96, registration cost of \$270.00 and total hotel cost of \$315.53 were prepaid using a City-issued credit card assigned to Ms. Renee Newton. Therefore, the disbursement to Ms. Hymowitz is \$140.00.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Public Works</u>			
5. Michael Gallagher	Water Environment Federation 2019 Residuals and Biosolids Fort Lauderdale, FL May 7 - 10, 2019 (Reg. Fee \$690.00)	Waste- water Utility	\$1,754.16

The subsistence rate for this location is \$190.00 per night. The hotel cost is \$195.00 per night, plus hotel taxes of \$23.40 per night. The Department is requesting additional subsistence of \$5.00 per day for hotel costs and \$40.00 per day for meals and incidentals. The registration fee of \$690.00 was prepaid on a City-issued procurement card assigned to Binta Gallman. Therefore, Mr. Gallagher will be disbursed \$1,064.16.

RETROACTIVE TRAVEL APPROVALMayor's Office of Emergency Management

6. Jennifer Meleady	2018 MDEMA Homeland Security and Emergency Management Symposium Ocean City, MD May 29 - Jun. 1, 2018 (Reg. Fee \$0.00)	FY16 Urban Area Security Initiative Grant	\$ 329.11
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Ms. Meleady traveled to Ocean City, Maryland on May 29, - June 1, 2018 to attend the 2018 MDEMA Homeland Security and Emergency Management Symposium.

MINUTES**RETROACTIVE TRAVEL APPROVAL**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Mayor's Office of Emergency Management - cont'd</u>			

The subsistence rate for this location was \$172.00 per day. The hotel rate was \$120.00 per day, plus \$12.60 per day for hotel taxes.

Ms. Meleady personally incurred the cost of transportation, tolls, hotel costs, hotel taxes, and meals and incidentals. Ms. Meleady stayed one hotel night on May 29, 2018 because she spent the other days of the conference with family. Therefore, Ms. Meleady will be reimbursed \$329.11.

TRAVEL REIMBURSEMENT

\$156.96 - Transportation (Mileage)
20.00 - Tolls
120.00 - Hotel (\$120.00 per day x 1)
12.60 - Hotel Taxes (\$12.60 per day x 1)
<u>19.55</u> - Meals and Incidentals
\$329.11 - Total Reimbursement

The retroactive travel approval and travel reimbursement is late because Ms. Meleady's reimbursement request with back up documentation was submitted on time, but it was inadvertently lost.

UPON MOTION duly made and seconded, the Board approved the Travel Requests and the Retroactive Travel.

MINUTES**PROPOSALS AND SPECIFICATIONS**

1. Department of Recreation & Parks - RP 19803, Patterson Park
Athletic Field Lighting
BIDS TO BE RECV'D: 6/05/2019
BIDS TO BE OPENED: 6/05/2019

2. Department of General Services - GS 17811, Northeastern
District Police Station
Improvements and Roof
Replacement
BIDS TO BE RECV'D: 6/05/2019
BIDS TO BE OPENED: 6/05/2019

3. Department of Transportation - TR 14302, Greenmount Avenue
Streetscape 29th Street to 43rd
Street
BIDS TO BE RECV'D: 6/12/2019
BIDS TO BE OPENED: 6/12/2019

4. Department of Transportation - TR 15307, Belair Road
Streetscape from Cook Avenue
to Lasalle Avenue
BIDS TO BE RECV'D: 6/19/2019
BIDS TO BE OPENED: 6/19/2019

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.

MINUTES

President: "As there's no more business before the Board we will recess your bid opening at 12 noon. Thank you."

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MINUTES

Clerk: "Good afternoon. The Board of Estimates 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 **THERE WERE NO ADDENDA RECEIVED** extending the dates for receipt and opening of bids. There were no objections.

Thereafter, UPON MOTION duly made and seconded, the Board received, opened, and referred the following bids to the respective departments for tabulation and report:

Department of Transportation -TR 19009, Structural Repairs
Citywide JOC 1

Allied Contractors, Inc.

Department of Public Works -SWC 7794, Colgate Stormwater
Pumping Station Upgrade

Metra Industries
American Contracting & Environmental
Services, Inc.
W.M. Schlosser Co. Inc.
Kiewit Infrastructure South Co.
Corman Kokosing Construction Co.

MINUTES

Department of Public Works - SC 926R, Electrical
Distribution System
Reliability Improvements,
Physical Security Upgrades &
On-Site Power Generation at
the Patapsco Wastewater
Treatment Plant

Kiewit Infrastructure Co.
W.M. Schlosser Co. Inc.
Whiting-Turner Contracting Company

Bureau of Procurement - B50005589, Decorative Street
Light (LED) Fixtures and
Poles Indefinite Delivery
Indefinite Quantity (IDIQ)

Signify North America Corp
C.N. Robinson Lighting Supply Co. Inc.

Bureau of Procurement - B50005729, Boat and Trailer
Inventech Marine Solutions,
LLC*

Bureau of Procurement - B50005743, Windows and
Trusses Cleaning Services
Convention Center Complex

VIP Special Services
Conservation Service Contracting
& Inspection, LLC
Mr. Sparkle Window Cleaner
Extra Clean Inc.
P2 Cleaning Services LLC

MINUTES

Bureau of Procurement

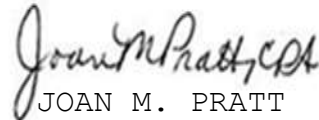
-B50005752, Asphalt Paver

Valley Supply + Equip Co., Inc.

*UPON FURTHER MOTION, the Board declared the bid of Inventech Marine Solutions **NON-RESPONSIVE** due to failure to submit a valid bid security with the bid as mandated by the solicitation instructions.

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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, May 1, 2019.



JOAN M. PRATT
Secretary