

MINUTES**REGULAR MEETING**

Bernard C. "Jack" Young, President
Stephanie Rawlings-Blake, Mayor
Joan M. Pratt, Comptroller and Secretary
George A. Nilson, City Solicitor
Alfred H. Foxx, Director of Public Works
David E. Ralph, Deputy City Solicitor
Ben Meli, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

The meeting was called to order by the President.

President: "I would direct the Board members attention to the memorandum from my office dated October 28, 2013, identifying matters to be considered as routine agenda items together with any corrections 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: "Move the approval of all of the items on the routine agenda."

Comptroller: "Second."

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

The routine agenda has been adopted."

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

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

Apex Companies, LLC	\$ 143,190,000.00
CPE, Inc.	\$ 1,500,000.00
Hayward Baker, Inc.	\$ 931,302,000.00
Highlander Contracting Company, LLC	\$ 5,841,000.00
Penn Line Insulation Inc.	\$ 72,000.00
Scope Services, Inc.	\$ 59,850,000.00

2. Prequalification of Architects and Engineers

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

Brown and Caldwell	Engineer
Chester Engineering, Inc.	Engineer
C.L. Warfield and Associates, Inc.	Engineer
ILF Consultants, Inc.	Engineer
O'Brien & Gere Engineers, Inc.	Engineer

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

MINUTESDepartment of Planning - Report on Previously
Approved Transfers of Funds

At previous meetings, the Board of Estimates approved Transfers of Funds subject to receipt of favorable reports from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter. Today, the Board is requested to **NOTE 18** favorable reports on Transfers of Funds approved by the Board of Estimates at its meetings on October 9, and 16, 2013.

The Board **NOTED** the 18 favorable reports.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

4364 - 4365

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

The Mayor **ABSTAINED** on item no. 5.

The President **ABSTAINED** on item no. 5.

MINUTES**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of General Services</u>		
1. \$ 200,000.00 General Fund	9916-911057-9194 Engine 21, Renova- tions - Reserve	9916-906157-9197 Engine 21, Renova- tions - Active
<p>This transfer will fund needed improvements to the Engine 21 Firehouse: 1) replacement of the aged and dilapidated kitchen, which is beyond its useful life; 2) restoration of the deteriorated structural slab; and 3) installation of a manual electrical transfer switch to allow service by a portable generator in the event of a power outage.</p>		
2. \$ 90,000.00 6 th Public Bldg. Loan	9916-915059-9194 Engine 29, Renova- tions - Reserve	9916-904159-9197 Engine 29, Renova- tions - Active
<p>This transfer will fund needed improvements to the Engine 29 Firehouse: 1) replacement of the aged and dilapidated kitchen, which is beyond its useful life; 2) restoration of the deteriorated structural slab; and 3) installation of a manual electrical transfer switch to allow service by a portable generator in the event of a power outage.</p>		
3. \$ 75,000.00 General Fund	9916-906056-9194 Engine 30, Renova- tions - Reserve	9916-904156-9197 Engine 30, Renova- tions - Active
<p>This transfer will fund needed improvements to the Engine 30 Firehouse: 1) replacement of the aged and dilapidated kitchen, which is beyond its useful life; 2) restoration of the deteriorated structural slab; and 3) installation of a manual electrical transfer switch to allow service by a portable generator in the event of a power outage.</p>		

MINUTES**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of General Services</u>		
4. \$ 150,000.00 6 th Public Bldg. Loan	9916-908058-9194 Engine 57, Renova- tions - Reserve	9916-905153-9197 Engine 57, Renova- tions - Active

This transfer will fund needed improvements to the Engine 57 Firehouse: 1) replacement of the aged and dilapidated kitchen, which is beyond its useful life; 2) restoration of the deteriorated structural slab; and 3) installation of a manual electrical transfer switch to allow service by a portable generator in the event of a power outage.

Mayorality-Related/Department of Planning

5. \$ 698,129.70 State Fund	9942-914001-9488 Baltimore Museum of Art - Reserve	9942-919012-9488 Baltimore Museum of Art - Active
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This transfer will move State appropriations from Baltimore Museum of Art (BMA) unallocated reserve account to the active account for the comprehensive renovations (new roofs, new displays of African American and Contemporary Art, expanded shop new HVAC, etc.) of the Art Museum. This is a City-owned structure.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Payments of Settlements</u>			
1. Lewis Grocery, LLC (previous owner)	2700 Tivoly Ave.	L/H	\$ 3,925.00

On January 9, 2013, the Board approved the acquisition of the leasehold interest, by condemnation, in the real property located at 2700 Tivoly Avenue for the amount of \$39,250.00 based upon an independent appraisal report. The previous owner of the property had paid \$97,000.00 for the property in 2007, but, offered no updated appraisal. To avoid litigation, the parties agreed to settle the action for the amount of \$43,175.00 (i.e. an additional \$3,925.00 or 10% more than the Board's previous approval). Municipal liens and charges will be deducted from the total settlement. Therefore, the Board is requested to approve an additional \$3,925.00 in settlement of this case.

Funds are available in State Funds, account no. 9988-906326-9593-900001-704040, Coldstream Homestead Montebello Project Area.

2. Mabel Louise Hudson, (deceased), Bertha Branch (deceased), York Eggleston, Jr., Lillie Ruth Tisdale (deceased), Willie Alexander Eggleston, Joseph Eugene Eggleston, George Julius Eggleston, and Robert Eugene Eggleston (previous owners)	1216 N. Gay St.	L/H	\$ 6,553.00
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On October 20, 2010, the Board approved the acquisition of the leasehold interest, by condemnation, in the real property located at 1216 N. Gay Street for the amount of \$8,447.00. The

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

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Payments of Settlement - cont'd</u>			
<p>owners of the property interest provided an appraisal that valued it at \$16,000.00. The parties agreed to settle the suit for the amount of \$15,000.00. Municipal liens and charges will be deducted from the total settlement. Therefore, the Board is requested to approve an additional \$6,553.00 in settlement of this case.</p> <p>Funds are available in State Funds, account no. 9910-906416-9588-900000-704040, EBDI Project, Phase II Area.</p>			
3. Arline Ramsey (previous owner)	729 E. Preston St.	L/H	\$ 5,463.00

On February 1, 2012, the Board approved the acquisition of the leasehold interest, by condemnation, in the real property located at 729 E. Preston Street for the amount of \$16,127.00. The Board of Estimates' approval was based upon appraisal reports obtained from independent appraisers. The previous owner provided an appraisal report reflecting a value of \$45,000.00. The City obtained an updated appraisal which reflects a value of \$19,627.00. The parties agreed to settle the condemnation suit for the amount of \$21,590.00 (i.e. the City's updated valuation of \$19,627.00 plus 10% - \$1,963.00). Therefore, the Board is requested to approve an additional \$5,463.00 (i.e., the total settlement of \$21,590.00 minus the previous Board approval of \$16,127.00). Municipal liens and charges will be deducted from the total settlement.

Funds are available in CDBG Funds, account no. 9990-907714-9593-900001-704040, Johnston Square Project.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development (DHCD) - Options</u>			
4. Ground Rents, LLC	926 N. Collington Ave.	G/R \$90.00	\$ 825.00
Funds are available in State Funds, account no. 9910-906416-9588-900000-704040, EBDI Phase II Project, Middle East Renewal Plan.			
5. Codell Hickman	4706 Delaware Ave.	L/H	\$12,250.00
Funds are available in State Funds, account no. 9910-918300-9588-900000-704040, Park Heights Site.			
6. The Christian Baptist Church of Baltimore	4301 Park Heights Ave.	F/S	\$21,500.00
7. The Christian Baptist Church of Baltimore	4303 Park Heights Ave.	F/S	\$61,000.00

Funds are available in City Bond Funds, account no. 9910-918300-9588-900000-704040, Park Heights Project.

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

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>DHCD - Condemnations</u>			
8. The Goldberg Family Charitable Foundation, Inc.	2222 E. Eager St.	G/R \$108.00	\$ 900.00

Funds are available in State Funds, account no. 9910-906416-9588-900000-704040, EBDI Phase II Project.

9. 1225 N. Regester Street, LLC	1225 N. Regester St.	F/S	\$11,900.00
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Funds are available in State Funds, account no. 9910-906416-9588-900000-704040, EBDI Project, Phase II.

10. Daniel Diener, Personal Repre- sentative of the Estate of Samuel Diener (1/2) and the unknown heirs of Sylvia Diener, deceased 3/27/10, (1/2)	1830 N. Broadway	G/R \$67.50	\$ 450.00
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Funds are available in City Bond Funds, account no. 9910-904403-9588-900000-704040, Great Blacks in Wax Project.

UPON MOTION duly made and seconded, the Board approved the aforementioned options, condemnation and quick-takes.

MINUTES

Health Dept. - cont'd

3. **FAMILY HEALTH CENTERS OF BALTIMORE, INC. \$186,618.00**
(FHCB)

Account: 4000-430512-3160-308600-603051

The organization will implement the Safe Streets Maintenance Model using the Cure Violence (formerly CeaseFire) techniques with fidelity. The Cure Violence/Safe Streets Model is a public health derived strategy aimed at reducing gun violence. The target populations are individuals at high risk of involvement in shootings and killings in and around Baltimore City Police Post 924.

The agreement is late because it was requested late in the fiscal year and it was just recently returned to the Department.

MWBOO GRANTED A WAIVER.

4. **FAMILY HEALTH CENTERS OF BALTIMORE, INC. \$ 45,115.00**
(FHCB)

Account: 4000-424514-3023-599607-603051

The FHCB will provide services in the medical case management category under Ryan White Part B to patients diagnosed with HIV/AIDS. The targeted population will be individuals who are HIV/AIDS positive, eligible for Ryan White Part B services and who are at least 18 years of age both male and female.

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

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTESHealth Dept. - cont'd

5. **THE AARON STRAUS & LILLIE STRAUS** **\$ 25,000.00**
FOUNDATION, INC.

Account: 6000-626614-3080-292302-406001

Under this agreement the funds will be utilized for the Teen Pregnancy Prevention Initiative. The funds will support activities to reduce teen pregnancies by making age appropriate and evidence-based health education, clinical services and purposeful community engagement, accessible to young people to help them grow as civic leaders. The period of the agreement is July 1, 2013 through August 31, 2014.

The agreement is late because it was received in September 10, 2013 from the grantor.

6. **THE ABELL FOUNDATION** **\$ 50,000.00**

Account: 6000-626614-3080-292300-406001

Under the terms of this grant agreement, The Baltimore City Health Department will utilize the grant funds to conduct activities to reduce teen births by making accessible to young people age appropriate and evidenced-based health education, clinical services and purposeful community engagement to help them grow as civic leaders. The period of the agreement is October 1, 2013 through September 30, 2014.

The agreement is late because it was just received on September 24, 2013.

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

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Mayor's Office of Employment - Transfer of Life-
Development (MOED) To-Date Sick Leave

The Board is requested to approve the transfer of Life-To-Date sick leave days from the listed City employees to the designated employee, Gwendolyn Shelton.

The transfer of sick leave days is necessary in order for the designated employee to remain in pay status with continued health coverage. The City employees have asked permission to donate the sick leave days that will be transferred from their Life-To-Date sick leave balances as follows:

<u>NAMES</u>	<u>DAYS</u>
Rosemary Hutcherson	5
Gerald Grimes	3
Vanessa Salahud-Din	5
Mary Weddington	5
Cynthia Dugger	4
Shaborah Wright	5
Adrienne Foster	<u>3</u>
TOTAL:	30

APPROVED FOR FUNDS BY FINANCE

THE LABOR COMMISSIONER RECOMMENDED APPROVAL.

UPON MOTION duly made and seconded, the Board approved the transfer of Life-To-Date sick leave days from the above listed employees to the designated employee, Gwendolyn Shelton.

MINUTES

Mayor's Office of Employment - Revision to Prior Approval
Development (MOED)

ACTION REQUESTED OF B/E:

The Board is requested to approve two additional account numbers for the agreement with Second Chance, Inc.

AMOUNT OF MONEY AND SOURCE:

<u>Previously Approved Account Nos.</u>	<u>Additional Account Nos.</u>
4000-807513-6312-465905-603051	4000-807514-6312-465905-603051
4000-806713-6312-465905-603051	4000-806714-6312-465905-603051
4000-809413-6331-653505-603051	
1001-000000-6331-472715-603051	

BACKGROUND/EXPLANATION:

On February 27, 2013, the Board approved an agreement with Second Chance, Inc. to provide a customized training plan for Deconstruction Worker Training.

The original request to the Board of Estimates is being revised to include two additional account numbers. The additional account numbers are 4000-807514-6312-465905-603051 and 4000-806714-6312-465905-603051. The accounts and the amount drawn from those accounts cannot be determined until the participants register. The funding level of the agreement will not exceed \$44,150.00 of Federal funds and Baltimore City General Funds.

On June 12, 2013, the Board of Estimates approved an amendment to the agreement that extended the agreement three months to September 30, 2013. On September 25, 2013, the Board of Estimates approved a second amendment to the agreement to extend the agreement three additional months to December 31, 2013.

MINUTES

MOED - cont'd

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

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved two additional account numbers for the agreement with Second, Chance, Inc.

MINUTESBureau of Solid Waste - Memorandum of Understanding**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Memorandum of Understanding with Northeast Maryland Waste Disposal Authority (NMWDA). The period of the Memorandum of Understanding is effective upon Board approval through December 31, 2014.

AMOUNT OF MONEY AND SOURCE:

\$579,522.00 - 1001-000000-5161-389861-603026

BACKGROUND/EXPLANATION:

The memorandum of understanding is for urgent repair services to the deficient stormwater management devices at the Quarantine Road Landfill. To expedite the necessary repairs required at the Quarantine Road Landfill due to malfunctions and failings reported by the Maryland Department of the Environment (MDE), the Bureau of Solid Waste intends to engage the NMWDA to perform repairs. The City Charter at Article VI, §11 (e)(i) allows an exception to formal advertisement when "no advantage will result in seeking, or it is not practicable to obtain, competitive bids" or "when the need...is of an emergency nature." Accordingly, the NMWDA will perform this work through its on-call contractor, which was selected through the NMWDA's own procurement process. The NMWDA, a public instrument of the State of Maryland, has statutory authority to receive grants from its participating jurisdictions to construct or maintain facilities. The NMWDA will perform and complete the urgent repair work as soon as possible to prevent the City from receiving any further MDE administrative complaints and possible fines regarding the problems observed.

MWBOO GRANTED A WAIVER

APPROVED FOR FUNDS BY FINANCE

MINUTES

Bureau of Solid Waste - cont'd

AUDITS REVIEWED AND HAD NO OBJECTION.

THE AGENCY PROVIDED WRITTEN NOTICE TO THE DEPARTMENT OF FINANCE PURSUANT TO ARTICLE VI, §11 (e)(i) OF THE CITY CHARTER.

THE DIRECTOR OF FINANCE CONCURRED WITH THE REQUEST.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the memorandum of understanding with Northeast Maryland Waste Disposal Authority.

MINUTES

Mayor's Office of Information - Ratification of Services
Technology (MOIT)

ACTION REQUESTED OF B/E:

The Board is requested to ratify services provided in January 2012 and approve an expenditure of funds to pay KCI Convergent Technologies.

AMOUNT OF MONEY AND SOURCE:

\$9,462.80 - 2042-000000-1474-165700-603035

BACKGROUND/EXPLANATION:

KCI Convergent Technologies provided repair services to the City's 800 MHz fiber ring that was damaged in the vicinity of Shell Road in the Curtis Bay area of the City in October 2011. The repair services were completed in January of 2012. The vendor received written permission from the previous administration to complete the work, however a purchase order was never created for this service request. MOIT received the service.

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

UPON MOTION duly made and seconded, the Board approved the ratification of services provided in January 2012 and approved an expenditure of funds to pay KCI Convergent Technologies.

MINUTES

Bureau of Water & Wastewater - Release of Retainage Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a release of retainage agreement with R.E. Harrington Plumbing and Heating Company, Inc. for Sanitary Contract 878, Repair and Replacement of Existing Sanitary Sewer at Various Locations.

AMOUNT OF MONEY AND SOURCE:

\$161,647.86 - 9956-903341-9551-000000-200001

BACKGROUND/EXPLANATION:

R.E. Harrington Plumbing and Heating Company, Inc. was granted final acceptance of Sanitary Contract 878 on May 29, 2013. The contractor has accordingly requested a release of retainage in the amount of \$161,647.86.

As of March 22, 2011, the project was 100% complete. The City holds \$161,647.86 in retainage.

MWBOO HAS APPROVED THE RELEASE.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the release of retainage agreement with R.E. Harrington Plumbing and Heating Company, Inc. for Sanitary Contract 878, Repair and Replacement of Existing Sanitary Sewer at Various Locations.

MINUTES

Department of Public Works - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize payment for the annual group FY 2014 Membership Dues (10/01/2013-09/30/2014) for National Association of Clean Water Agencies (NACWA).

AMOUNT OF MONEY AND SOURCE:

\$38,810.00 - 2070-000000-5541-399300-603022

BACKGROUND/EXPLANATION:

The membership in the NACWA is an investment that pays great dividends for public clean water utilities in the areas of Consent Decree negotiations, Wet Weather Legislation, Ongoing Collection System Management, and Storm Water Rules. The organization is a nationally recognized leader in environmental policy and is an excellent technical resource. The NACWA has been a key stakeholder in talks with the Environmental Protection Agency and the Congress on environmental mandates, affordability issues, and is a champion of integrated planning. The NACWA keeps a Consent Decree library, sends regular updates on national legislation, important court cases, and provides helpful guides to member agencies resulting in considerable cost savings and avoided costs. The Department of Public Works maintains an active membership and sends representatives to its Annual Clean Water Law Seminar.

The membership for the upcoming year October 2013 through September 2014 is \$38,810.00, an increase of about 15% or \$5,063.00 over the last year's amount of \$33,750.00. Those members who paid a volunteer contribution for the Targeted Action Fund last year benefited in savings in this year's membership dues. The Department of Public Works, therefore,

MINUTES

DPW - cont'd

requests the Board's approval to pay an amount of \$38,810.00 to the NACWA.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION

UPON MOTION duly made and seconded, the Board approved and authorized payment for the annual group FY 2014 Membership Dues (10/01/2013 - 09/30/2014) for the National Association of Clean Water Agencies.

MINUTES

Police Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the House of Ruth Maryland, Inc. The period of the agreement is July 1, 2013 through June 30, 2014.

AMOUNT OF MONEY AND SOURCE:

\$825,000.00 - 6000-613114-2252-247800-600000

BACKGROUND/EXPLANATION:

Under Baltimore City Code, Article 5, Section 48-1 (2010 Edition), \$75.00 of each \$85.00 that is charged for a marriage license in Baltimore City is segregated into a special fund (up to a maximum of \$825,000.00).

The monies are distributed to the House of Ruth Maryland, Inc. in proportion to the number of domestic violence victims it serves. The FY 2014 estimate of \$825,000.00 is based on a projection of 11,000 licenses to be issued during the year. The Department is the City agency designated to administer and disburse the funds.

This agreement is late because of delays in the administrative process.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with the House of Ruth Maryland, Inc.

MINUTES

Police Department - Addendum to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the addendum to agreement with the House of Ruth Maryland, Inc. This addendum extends the period of the agreement through August 31, 2014.

AMOUNT OF MONEY AND SOURCE:

\$0.00 - 5000-516411-2252-690500-600000

BACKGROUND/EXPLANATION:

On July 28, 2010, the Board approved acceptance of a grant award for the 2010 City of Baltimore's "Cooperative Agreement for the Supervised Visitation Center" that is intended to address the persistent problem of domestic violence and child abuse in the metropolitan area. This grant provides funds for the creation of a fully functional Supervised Visitation Center in the jurisdiction. The House of Ruth Maryland, Inc. provides training and technical assistance to Visitation Center staff. This sub-award extension allows continuation of service through August 31, 2014.

All other terms and conditions of the original agreement remain unchanged.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an addendum to agreement with the House of Ruth Maryland, Inc.

MINUTES**PROPOSAL AND SPECIFICATIONS**

1. Department of Transportation - TR 07309, Rehabilitation of Roadways Around East Baltimore Life Science Park, Phase 1C
BIDS TO BE RECV'D: 11/27/2013
BIDS TO BE OPENED: 11/27/2013

There being no objections, the Board, UPON MOTION duly made and seconded, approved the abovementioned Proposal and Specification to be advertised for receipt and opening of bids on the dates indicated.

MINUTES**EXTRA WORK ORDERS AND TRANSFERS OF FUNDS**

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UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders and Transfers of Funds

listed on the following pages:

4386 - 4387

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

The Transfers of Funds were approved

SUBJECT to receipt of favorable a report

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

MINUTES**EXTRA WORK ORDERS**

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

Department of Transportation

- | | | | | | | | |
|----|------------------------------------|--------------|---------------------|----------------|---------------------------|-----|--|
| 1. | EWO #001, | \$154,113.15 | - | TR 05308, | Dundalk Avenue | | |
| | <u>Streetscape: Eastern Avenue</u> | | | | | | |
| | \$14,163,131.25 | - | | Civil Con- | - | - | |
| | | | | struction, LLC | | | |
| 2. | EWO #001, | \$0.00 | - | TR 09028, | Replacement of Two Howard | | |
| | <u>Street Arch Bridge Bearings</u> | | | | | | |
| | \$ 682,680.00 | - | | Freyssinet, | 90 | - | |
| | | | | Inc. | | | |
| 3. | EWO #002, | (\$101.00) | - | TR 08314, | Installation of Vehicle | | |
| | <u>Detection Devices</u> | | | | | | |
| | \$ 1,685,700.00 | \$ 7,942.00 | | Midasco, LLC | - | 100 | |
| 4. | EWO #008, | \$301,994.00 | - | TR 10018, | Orchard Ridge, Phase II | | |
| | <u>\$ 5,958,579.65</u> | | <u>\$129,410.95</u> | P. Flanigan & | - | - | |
| | | | | Sons, Inc. | | | |

This authorization is necessary for payment of overrun items, deductions of amounts not paid due to underrun or not used items, and to balance out the contract.

5. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$267,868.51	9950-910032-9527	9950-915033-9527-2
MVR	Claremont/Freedom	Contingencies
	Village-Infrastruc-	Claremont/Freedom
	ture	Village

This transfer will partially fund the costs associated with Change Order No. 8 to the project TR 10018, Orchard Ridge Phase II with P. Flanigan & Sons, Inc., in the amount of \$301,994.00.

MINUTES**EXTRA WORK ORDERS**

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

Department of Transportation

6. <u>EWO #009,</u>	<u>\$0.00</u>	<u>- TR 10018,</u>	<u>Orchard Ridge</u>	<u>Phase II</u>
<u>\$ 5,958,579.65</u>	<u>\$431,404.05</u>	<u>P. Flanigan &</u>	<u>60</u>	<u>-</u>
		<u>Sons, Inc.</u>		

Bureau of Water and Wastewater

7. <u>EWO #048,</u>	<u>\$268,120.00</u>	<u>- WC 1164,</u>	<u>Towson Finished Water</u>	
<u>\$18,383,000.00</u>	<u>\$699,260.49</u>	<u>Whiting-Turner</u>	<u>63</u>	<u>74</u>
		<u>Contracting Co.,</u>	<u>CCD</u>	
		<u>Inc.</u>		

MINUTESDepartment of General Services - Minor Privilege Permit Application

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

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 5901 Eastern Ave.	OMEGA Holdings, LLC	Two dumpsters 4 yd.
Annual Charge: \$ 565.25		
2. 2800 Huntingdon Ave.	Sadwaal Acquisition, L.L.C	Awning w/signage 10' x 2' egress stairway
Annual Charge: \$ 339.90		
3. 3990 Leland Ave.	Maryland Transit Administration	Three 2" ducts @ 125 linear feet each
Annual Charge: \$1,312.50		
4. 2101 E. Monument St.	Northeast Market	Four single face electric signs, one @ 96 sq. ft., one @ 39 sq. ft., two @ 19.4 sq. ft.
Annual Charge: \$ 479.70		
5. 406 N. Paca St.	Vincent S. Fava	Awning 20' x 4'
Annual Charge: \$ 224.00		

MINUTES

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
6. 900 N. Washington St.	FC-JHI Garage, LLC	Three bracket signs 3.3 sq. ft., one d/f non-illuminated sign 72 sq. ft.

Annual Charge: \$ 550.70

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 General Services - Developer's Agreement No. 1306

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1306 with McDonald's Real Estate Company, developer.

AMOUNT OF MONEY AND SOURCE:

\$52,700.00

BACKGROUND/EXPLANATION:

The developer would like to install various utilities to its proposed construction located at 5100 York Road. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A Performance Bond in the amount of \$52,700.00 has been issued to McDonald's Real Estate Company which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of developer's agreement no. 1306 with McDonald's Real Estate Company.

MINUTES

Baltimore City Fire Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with HealthCare Access Maryland, Inc. for the 2014 Operation Care Project. The period of the agreement is effective upon Board approval through June 30, 2014.

AMOUNT OF MONEY AND SOURCE:

\$175,400.00 - 1001-000000-6100-618500-603026

BACKGROUND/EXPLANATION:

In Fiscal Year 2009, Baltimore HealthCare Access, Inc., in collaboration with the Baltimore City Health Department began the pilot project Operation Care. The collaboration has continued through FY 2013. Operation Care provides case management services to frequent ambulance users. The goal of the pilot project is to ensure that high risk patients are adequately linked to health care and other community services and to decrease the number of calls to 9-1-1 from frequent users.

The Baltimore City Fire Department provides the patient data to HealthCare Access Maryland, Inc. and their staff does the follow-up with the patients. The program is staffed with a project coordinator and an outreach case manager by HealthCare Access Maryland, Inc.

This program resolves a Fire Department dilemma of frequent low acuity 9-1-1 callers. The Department uses a great deal of resources to meet the demands of these callers but cannot reduce their impact. There is no way to codify a general approach to this problem for competitive bidding. The collaboration with Baltimore Health Care Access, Inc. allows each person identified as a high volume caller to be greeted and given compassionate, cost effective medical care thus reducing the 9-1-1 burden.

MINUTES

Baltimore City Fire Department - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with HealthCare Access Maryland, Inc. for the 2014 Operation Care Project.

MINUTESMayor's Office of Human Service - Amendments to Grant
Agreements

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

1. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$ 18,188.00**

Account: 4000-496313-3573-591225-603051

On May 22, 2013, the Board approved the original agreement in the amount of \$963,315.00, for the period April 1, 2013 through March 31, 2014. The funds will be used to cover the additional administration costs for the program which serves 76 homeless clients. This amendment will increase the agreement by \$18,188.00; making the new contract amount \$981,503.00. All other terms and conditions of the agreement will remain unchanged.

2. **MARIAN HOUSE, INC.** **\$ 4,267.00**

Account: 4000-496313-3573-591219-603051

On May 8, 2013, the Board approved the original agreement in the amount of \$225,975.00, for the period April 1, 2013 through March 31, 2014. The funds will be used to cover the additional administration costs for the program which serves 15 homeless clients. This amendment will increase the agreement by \$4,267.00; making the new contract amount \$230,242.00. All other terms and conditions of the agreement will remain unchanged.

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 amendments to agreements with the foregoing listed organizations.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

- | | | |
|-------------------------------------------------------------------------------------------------------------|--------------------|----------------|
| 1. <u>VULCAN, INC.</u> | <u>\$20,000.00</u> | <u>Renewal</u> |
| Solicitation No. B50002687 - Pedestrian Crossing Signs -
Department of Transportation - Req. No. Various | | |

On November 5, 2012, the City Purchasing Agent approved the initial award in the amount of \$22,025.00. The award contained two 1-year renewal options. This renewal in the amount of \$20,000.00 is for the period November 5, 2013 through November 4, 2014, with one 1-year renewal option remaining.

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| 2. <u>ANALYTICAL SERVICES, INC.</u> | <u>\$13,332.00</u> | <u>Renewal</u> |
| Solicitation No. B50002632 - Cryptosporidium Giardia Analysis
for the Testing Laboratory - Department of Public Works - Req.
No. P521585 | | |

On October 13, 2012, the City Purchasing Agent approved the initial award in the amount of \$13,332.00. The award contained four 1-year renewal options. This renewal in the amount of \$13,332.00 is for the period December 1, 2013 through November 30, 2014, with three 1-year renewal options remaining.

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|--------------------------------------------------------------------------------------------|---------------|----------------|
| 3. <u>SHANNON-BAUM SIGNS, INC.</u> | <u>\$0.00</u> | <u>Renewal</u> |
| Solicitation No. B50002690 - Decals - Department of General
Services - Req. No. P522309 | | |

On December 5, 2012, the Board approved the initial award in the amount of \$48,000.00. The award contained two 1-year renewal options. This renewal in the amount of \$0.00 is for the period January 1, 2014 through December 31, 2014, with one 1-year renewal option remaining.

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|---------------------------------------------------------------------------------------------------------|--------------------|----------------|
| 4. <u>S. FREEDMAN & SONS, INC.</u> | <u>\$30,760.00</u> | <u>Low Bid</u> |
| Solicitation No. B50003181 - Restroom Tissue and Paper Towels
- Convention Center - Req. No. R644491 | | |

The period of the award is October 30, 2013 through October 29, 2014, with two 1-year renewal options remaining.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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| 5. PREFERRED CLEANING, LLC | \$10,800.00 | Renewal |
| Solicitation No. B50001669 - Janitorial Services - Enoch Pratt Free Library - Req. No. P515660 | | |

On November 24, 2010, the Board approved the initial award in the amount of \$10,800.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$10,800.00 is for the period December 1, 2013 through November 30, 2014.

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|-------------------------------------------------------------------------------------------------|---------|---------|
| 6. POWER AND TELEPHONE
SUPPLY COMPANY | \$ 0.00 | Renewal |
| Contract No. B50001682 - Traffic Signal Cable - Department of Transportation - P.O. No. P515486 | | |

On November 24, 2010, the Board approved the initial award in the amount of \$225,000.00. The award contained two 1-year renewal options. On November 14, 2012, the Board approved the first renewal in the amount of \$125,000.00. This final renewal in the amount of \$0.00. is for the period November 24, 2013 through November 23, 2014.

MWBOO GRANTED A WAIVER.

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|--------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|
| 7. GENERAL TRAFFIC EQUIPMENT
CORPORATION | \$50,000.00 | Renewal |
| Contract No. B50002148 - Aluminum Vehicle Traffic and Pedestrian Signal Assemblies - Department of Transportation - P.O. No. P518770 | | |

On November 16, 2011, the Board approved the initial award in the amount of \$163,000.00. The award contained three 1-year renewal options. On November 7, 2012, the Board approved the first renewal in the amount of \$150,000.00. This renewal in the amount of \$50,000.00 is for the period December 1, 2013 through November 30, 2014, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 8. TELESOFT | Selected Source/ |
| CORPORATION | \$184,000.00 Agreement |
| Solicitation No. 06000 - Hosted Telephone Billing System -
Office of the Comptroller, Department of Communication
Services, Municipal Telephone Exchange - Req. No. R644558 | |

The Board is requested to approve and authorize execution of an agreement with Telesoft Corporation. The period of the agreement is October 30, 2013 through October 29, 2016, with one 1-year renewal option.

An intent to waive competition was posted on CitiBuy B50003188 and no responses were received for providing required services with single source. The vendor is uniquely positioned to offer the system that supports the legacy Centrex Billing and newer technologies like VoIP on a Government cloud. The replacement of the existing system is urgently required and the vendor has provided similar solutions to other government agencies. Therefore, selected procurement is requested.

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

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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|---------------------|--------------|---------------------------|
| 9. TIBURON,
INC. | \$582,000.00 | Amendment
to Agreement |
|---------------------|--------------|---------------------------|
- Contract No. 08000 - Master Support Agreement - Fire Department, Police Department - Req. No. R556325

The Board is requested to approve and authorize execution of an amendment to agreement with Tiburon, Inc. The contract expires on June 30, 2015.

On February 15, 2011, the Board approved the initial award in the amount of \$1,614,130.30. On February 5, 2013, the City Purchasing Agent approved an increase in the amount of \$50,000.00. This amendment to agreement is for the upgrades required for the Computer Aided Dispatch (CAD) software licensing, maintenance and technical support utilized by the Fire and Police Departments.

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

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|------------------------------|--------------|-----------|
| 10. SIEMENS INDUSTRY
INC. | \$148,550.00 | Agreement |
|------------------------------|--------------|-----------|
- Contract No. 08000 - Maintenance and Repair of Pneumatic and Electronic Controls of the HVAC System at Back River Wastewater Treatment Plant - Department of Public Works, Bureau of Water and Wastewater - Req. No. R640489

The Board is requested to approve and authorize execution of an agreement with Siemens Industry, Inc. The period of the agreement is October 30, 2013 through October 29, 2016, with one 1-year renewal option.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

The vendor is the installer and sole provider of the service, software upgrades and hardware required.

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

MWBOO GRANTED A WAIVER.

11. ASSOCIATED BUILDING
 MAINTENANCE CO., INC. \$488,000.00 Renewal
 Solicitation No. B50001547 - Provide Janitorial Services for
 Area B - Police Department and Department of General Services
 P.O. No. P515603

On November 24, 2010, the Board approved the initial award in the amount of \$388,032.00. On June 30, 2011, the City Purchasing Agent approved an increase in the amount of \$25,003.00. On July 20, 2011, the Board approved an increase in the amount of \$88,000.00. On October 12, 2011, the Board approved the first renewal in the amount of \$388,032.00. On February 27, 2013, the Board approved an increase in the amount of \$461,578.00. On August 12, 2013, the City Purchasing Agent approved an increase in the amount of \$85,840.00. This renewal in the amount of \$488,000.00 is for the period November 2, 2013 through November 1, 2015, with no renewal options remaining.

MWBOO SET GOALS OF 17% MBE AND 9% WBE.

MBE: CJ Maintenance, Inc.	\$90,440.00	28.19%
WBE: My Cleaning Service, Inc.	\$24,000.00	7.48%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

12. KATON PRINTING CORPORATION

OMNIFORM, INC.

THE MOUNT ROYAL PRINTING
CO., INC.

MOUNT VERNON PRINTING CO.

PRINTING MATTERS, LLC

H&N PRINTING & GRAPHICS, INC.

THE STANDARD REGISTER CO.

RIDGE PRINTING CORP.

UPTOWN PRESS, INC.	\$ 250,000.00	Renewal
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Solicitation No. B50001249 - Qualification for Printing
Services - Department of Finance - P.O. No. P511429

On December 9, 2009, the Board approved the initial award in the amount of \$2,500,000.00. On November 16, 2011, the Board approved the first renewal in the amount of \$1,250,000.00. On November 07, 2012, the Board approved the second renewal in the amount of \$250,000.00. The Board is requested to approve the third and final renewal in the amount of \$250,000.00. The period of the renewal is December 9, 2013 through December 8, 2014.

MWBOO GRANTED A WAIVER.

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 an agreement with Telesoft Corporation and Siemens Industry, Inc. and an amendment to agreement with Tiburon, Inc. The Mayor **ABSTAINED** on item no. 4.

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:

4401 - 4418

to the low bidders meeting the specifications,
and rejected the bid as indicated
for the reasons stated.

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

The Board further DEFERRED item no. twelve for one week.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

- 1. TR 13009, ADA Ramp Santos Construction Co., \$ 287,125.00
and Installs Inc.

MBE: Machado Construction \$51,682.50 18.00%
Co., Inc.

WBE: S & L Trucking, LLC \$22,970.00 8.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$330,193.75	9950-903550-9509	
GF (HUR)	Constr. Reserve	
	Neighborhood Street	
	Reconstruction	
\$287,125.00	-----	9950-909670-9508-6
		Struc. & Improv.
28,712.50	-----	9950-909670-9508-5
		Inspection
<u>14,356.25</u>	-----	9950-909670-9508-2
\$330,193.75		Contingencies -
		ADA Ramp & Installs

This transfer will fund the costs associated with Award of Project TR 13009, ADA Ramp and Installs to Santos Construction Co., Inc.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

3. TR 14001, Recon- Machado Construction Co., \$1,240,838.00
 struction of Inc.
 Footways Citywide

MBE: M & F Contractor Co. \$338,128.36 27.25%

WBE: S & L Trucking, LLC \$127,185.90 10.25%

MWBOO FOUND VENDOR IN COMPLIANCE.

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 276,172.23 GF (HUR)	9950-904100-9504 Constr. Reserve Footway Paving	
610,733.37 Others	9950-904100-9504 Constr. Reserve Footway Paving	
602,100.00 GF (HUR)	9950-903300-9504 Constr. Reserve	
<u>\$1,489,005.60</u>	Tree Roots/Foot	
\$1,240,838.00	-----	9950-907447-9504-6 Struc. & Improv.
186,125.70	-----	9950-907447-9504-5 Inspection
62,041.90	-----	9950-907447-9504-2 Contingencies -
<u>\$1,489,005.60</u>		Reconstruction of Footways Citywide

This transfer will fund costs associated with Award of Project TR 14001, Reconstruction of Footways Citywide to Machado Construction Co., Inc.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

5. TR 14004, Recon- Santos Construction Co., \$1,019,445.00
 struction of Inc.
 Alleys Citywide

MBE: Machado Construction \$183,500.10 18.00%
 Co., Inc.

WBE: S & L Trucking, LLC \$ 50,972.25 5.00%
 Rowen Concrete, Inc. 50,972.50 5.00%
\$101,944.75 10.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

6. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 13,629.14 GF(HUR)	9950-904100-9504 Constr. Reserve Footway Paving	
712,718.86 GF(HUR)	9950-909200-9504 Constr. Reserve Alleys	
496,986.00 <u>Others</u> \$1,223,334.00	9950-909200-9504 Constr. Reserve Alleys	
\$1,019,445.00	-----	9950-905448-9504-6 Struc. & Improve.
152,916.75	-----	9950-905448-9504-5 Inspection

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
50,972.25	-----	9950-905448-9504-2
\$1,223,334.00		Contingencies - Reconstruction of Alleys City Wide

This transfer will funds costs associated with Award of TR 14004, Reconstruction of Alleys Citywide to Santos Construction Co., Inc.

Department of Transportation

7. TR 14009, Conduit System Reconstruction at Various Locations Citywide Allied Contractors, Inc. \$2,738,351.00

MBE: JM Murphy Enterprises, Inc. \$329,000.00 12.01%

WBE: Sunrise Safety Services, Inc. \$ 55,000.00 2.01%

MWBOO FOUND VENDOR IN COMPLIANCE.

8. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$3,000,000.00		9962-941002-9563
Others		Constr. Reserve Conduit Replacement Program
\$2,738,351.00	-----	9962-909063-9562-6
		Struc. & Improv.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

TRANSFER OF FUNDS

Dept. of Transportation - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
136,917.55	-----	9962-909063-9562-5 Inspection
124,731.45	-----	9962-909063-9562-2
<u>\$3,000,000.00</u>		Contingencies - Conduit System Reconstruction at Various Locations, Citywide JOC

This transfer will fund costs associated with Award of TR 14009, Conduit System Reconstruction at Various Locations Citywide to Allied Contractors, Inc.

A PROTEST WAS RECEIVED FROM HIGHLANDER CONTRACTING CO., LLC.

HJM HARRIS JONES & MALONE, LLC

2423 MARYLAND AVENUE
SUITE 100
BALTIMORE, MARYLAND 21218

LISA HARRIS JONES
DIRECT DIAL: (410) 366-1500
FAX NUMBER: (410) 366-1501
lisa.jones@mdlobbyist.com

October 7, 2013

VIA HAND DELIVERY

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

RE: **HIGHLANDER CONTRACTING COMPANY, LLC /BID
PROTEST/TR-14009**

To the Honorable President and Members:

This Firm represents Highlander Contracting Company, LLC (“Highlander”), and the responsible firm that submitted the lowest responsive bid for the above referenced procurement (the Contract”). The City Department of Transportation (the “Department”) has informed Highlander that its bid for the Contract has been determined to be non-responsive because the M/WBE participation statements (Part B’s) submitted by Highlander set forth the percentages of MBE and WBE participation, but failed to set forth the actual dollar amounts of the MBE and WBE subcontracts represented by those percentages. (Please see Exhibits 1 and 2). For the reasons stated below we hereby protest award of the Contract to any bidder other than Highlander.

The Department’s determination regarding the responsiveness of Highlander’s bid is simply wrong. The MBE and WBE identified in Highlander’s Part B’s are certified by the City to perform the respective services described therein. The Part B’s are properly executed by Highlander and the WBE and MBE subcontractor. In addition, Highlander submitted its M/WBE Participation Affidavit (Part C), which not only states the percentages, but also states the bid amount and the amount of each MBE and WBE subcontract. (Exhibit 3). Accordingly, even if Highlander’s omission of the dollar amounts from the Part B’s was error, it is but a minor irregularity inasmuch as Part C provided the missing calculations. Even had there been no Part C, Highlander’s “error” would have been no different than that of a bidder that failed to total its line items on a bid tabulation sheet. Such bids are not thrown out as non-responsive; rather, the City simply does the math and awards the contract to the low bidder. Because Highlander submitted the required M/EBE Participation Affidavit, Part C, the City did not have to perform that task.

To the Honorable President and Members
October 7, 2013
Page 2 of 2

Finally, although not formally designated as such, the Contract is a requirements contract; the contractor must perform an unspecified quantity of work during the Contract term.¹ Bidders are told that quantities provided are estimates, for bidding purposes only, as the actual quantities may be increased or decreased by the project engineer. The language in Part B provides that "If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage amount must be included." This is precisely what Highlander did.

For the foregoing reasons we urge your Honorable Board to award the Contract to the responsible bidder that submitted the lowest responsive bid, Highlander.

Very truly yours



Robert Fulton Dashiell

¹ A requirements contract is a contract between a supplier or manufacturer and a buyer in which the buyer agrees to purchase all actual needs of specific property or service during a specified period from a particular supplier. The supplier agrees, in turn, to fill all of the purchaser's needs during the period of the contract. Section 2-306 of the Maryland Code Commercial Law Article states:

§ 2-306. Output, requirements and exclusive dealings

(1) A term which measures the quantity by the output of the seller or the requirements of the buyer means such actual output or requirements as may occur in good faith, except that no quantity unreasonably disproportionate to any stated estimate or in the absence of a stated estimate to any normal or otherwise comparable prior output or requirements may be tendered or demanded.

(2) A lawful agreement by either the seller or the buyer for exclusive dealing in the kind of goods concerned imposes unless otherwise agreed an obligation by the seller to use best efforts to supply the goods and by the buyer to use best efforts to promote their sale.

CONTRACT NO. TR14009

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

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

(Make additional copies of this form as needed.)

**PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS
FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 6a, AND 6e.**

Name of Prime Contractor: HIGHLANDER CONTRACTING COMPANY LLC

Name of MBE or WBE: MACHADO CONSTRUCTION COMPANY

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

CONCRETE ITEMS 301, 302, 401, 505, 506, 507, 508, 509, 601, 602, 603, 605

ASPHALT ITEMS 503, 504 HOT 106

Materials/Supplies to be furnished by MBE or WBE:

REDI MIX CONCRETE

Subcontract Amount: \$ 12% (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 12 %

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

African American..... % Asian American .. %

Hispanic American.... % Native American. %

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

[Signature]
Signature of Prime Contractor (REQUIRED)

9/3/13
Date

[Signature]
Signature of MBE or WBE (REQUIRED)

9/3/2013
Date

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

PART C: MBE/WBE PARTICIPATION AFFIDAVIT

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

MBE-\$ 318,173.40 or 12 % and WBE-\$ 53,028.90 or 2 % of the total contract amount which is \$ 2,651,455.00.

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

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

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

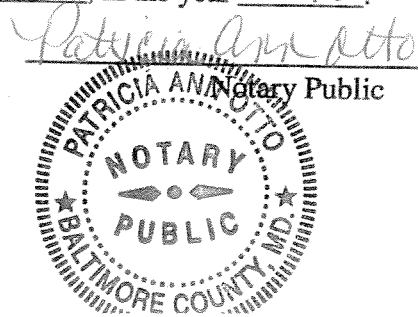
I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements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

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

HIGHLANDER CONTRACTING COMPANY LLC
Contractor Company Name
6247 FALLS ROAD BLDG H
Address BALTIMORE, MD 21209

[Signature]
Signature
SEAN DEBS PRESIDENT
Print Name and Title

Sworn and subscribed before me this 4 day of SEPTEMBER, in the year 2013.



200 North Holliday Street, first floor
Baltimore, Maryland 21202
(Phone: 410-396-4508)

The Contractor shall be responsible for applying for any permits that may be required sufficiently in advance of the scheduled construction operations in order that the progress of the work is not delayed. The obtaining of the required permits in a timely fashion shall be the Contractor's responsibility.

Materials and equipment that cannot be stored within the Project limits shall be removed and stored at an off-site location as approved by the Engineer.

The Contractor shall protect all existing buildings, utilities, fire hydrants and other property in and adjacent to the Project site. No property may be cut, marked or defaced.

01 26 34 ENGINEER MAY INCREASE OR DECREASE QUANTITIES

DELETE paragraph B in its entirety.

E. VARIATION IN BIDS

The Contractors shall be aware the quantities provided are estimated and may be increased, Decreased, or eliminated entirely. Items may be included in the proposal for the sole purpose of providing for either an increase or decrease in lump sum items where specifically indicated in the Construction Detail/Specifications.

The Contractor shall anticipate variations in quantities and have no basis for renegotiation or adjustment to the contract unit price bid.

01 29 77 PAYMENTS MAY BE WITHHELD

SUPPLEMENT with the following:

The assigned Project Engineer or his designated representative will inspect the Maintenance of Traffic on a routine basis. Any deficiencies that are noted will be brought to the Prime Contractor's attention for correction.

If any of the deficiencies are not corrected within twelve (12) hours from the documented notice being given to the Contractor, an appropriate deduction will be made from the Contractor's next Progress Estimate. The deduction will be equal to the daily pro rata share of the lump sum price bid for Maintenance of Traffic, which is determined by the lump sum price bid for Maintenance of Traffic divided by the number of days in the contract, or \$ 450.00 per day, whichever is more, for each day or portion thereof that the deficiencies exist and will continue until the deficiencies are satisfactorily corrected and accepted by the Project Engineer. The amount of money deducted will be a permanent deduction from the Contract and will not be recoverable. Upon satisfactory correction of the deficiencies, payment of the Maintenance of Traffic lump sum item will resume.

MINUTES

President: "The first item on the non-routine agenda can be found on Page 40, Recommendations for Contract Awards and Rejections, Items 7 and 8. Will the parties please come forward? Is anybody here from Highlander uh -- Contracting Company? Okay, come on up. I said -- okay"

Mr. John Grundy: "Good morning John Grundy with Highlander."

Mr. Thomas B. Corey: "Good morning, Mr. President, members of the Board. Thomas Corey, Chief of Minority and Women's Business Opportunity Office. We're here on a contract that's being um, asked to be awarded to Allied Contractors. We found Highlander Contractors Construction Company non-compliant because they failed to complete Part "B" of the MBE package correctly. Um, on that form it is required that you put the dollar amount to be paid to the "sub" um -- and they did not include that on this -- on that page. We have, in the past, and this Board has consistently ruled in favor of the office, that this page must be filled out correctly in order for the bidder to be considered compliant with MBE/WBE requirements."

Mr. Grundy: "Uh -- My attorney was supposed to be here --"

President: "State your name."

MINUTES

Mr. Grundy: "Uh -- John Grundy with Highlander. Uh -- I'm not prepared because my attorney was supposed to be here. So, I'm not sure what happened, uh -- but we had filled out the paper and there was a procedural error about the percentage uh -- on the form instead of the actual dollar amount, and we met, we're compliant with our minority participation. So, that's what our basis was, was a procedural error and not a um, affirmative error."

Mr. Corey: "It is a material defect if you do not put the dollar amount on uh -- what we call a "lump sum" contract. This is not a requirements contract. On a requirements contract you can just state the percentage and you'll be in compliance, but when we have a contract what we consider is a "lump sum" contract, you must put the dollar amount. We do not go beyond the four corners of that document to try to determine what you meant or what."

City Solicitor: "Is the MWBOO office's requirement that the dollar amount be filled out rather than just a percentage of um, fixed dollar contracts? Is that a long-standing or a recent policy or practice?"

MINUTES

Mr. Corey: "It is a long-standing practice for as long as I've been here, which is 10 or 12 years at least uh -- that the dollar amount must be um, put on this page."

Comptroller: "Mr. Corey, what's the difference between the two prices?"

Mr. Corey: "Uh, between the two --."

Comptroller: "Yes."

Mr. Corey: "I think it's about \$80,000.00."

Comptroller: "Okay, Three percent, okay."

President: "Anything further?"

Mr. Grundy: "Yes, part of the, from our standpoint, the project was a routine maintenance contract and we viewed it as a requirements contract because of the unspecified locations."

Mr. Robert F. Dashiell, Esq.: "Good morning, your lawyer's here. Good morning Mr. President, Mayor and everyone else. My name is Robert Dashiell. I represent Highlander, the low bidder, the low and responsible responsive bidder. To me, as you see in the letter of protest, this, this Board is on, what I would ordinarily call "a no-brainer" and the reason is this: Highlander indicated within the four corners of its bid, the

MINUTES

amount of its minority participation, and if anybody had any doubt about the actual dollar amount, all you had to do was look as you do in any case where a math issue is the question is multiply the percentage times the dollar amount of the bid; all of which is within the document. It is really not a big deal. Furthermore, the actual amount was indicated under oath in Part "C". So, you have the actual dollar amount of the bid, we have the actual dollar amount of the minority participation, all of it certified to under oath in the bid. No question about it. I mean, if a bidder submits a bid tab -- a bid itemization and they don't add it up, you don't throw the bid out. You add it up and you come up with the total and determine what the bid is. That's all it needed here. With respect to the issue as to whether or not it's a requirements contract, which frankly if this isn't, I don't know what a requirements contract is; and that is a question of law by the way, it's not a question for the engineer in my opinion. A requirements contract is where you have an unspecified quantity to be provided by the vendor to the owner during the period of contract period -- during the contract time. That's all this is. This is not a contract to

MINUTES

build a building. It's a maintenance agreement. All maintenance agreements are requirements contracts by definition, because you don't know how much maintenance is required. The only reason you put quantities in the bid is so you can come up with the unit price and compare the bids. But they're all requirements contracts, I don't care what you call them. I mean, this is really. I hate -- this is really um -- not, if there's any situation where the deficiency of the bidder was considered a minor irregularity, this is really it in my, in my, in my humble opinion. Thank you."

City Solicitor: "Could you address the two points?"

Mr. Corey: "Yes, um. One, it is not a minor irregularity. It has been a long-standing practice as we said, that if you do not um -- fill in the dollar amount on what we call a fixed sum contract, it is a material defect. We do not, as a practice or policy, in my office, take this form and do the math to try to determine what the dollar amount would be."

City Solicitor: "Well, could you respond to Mr. Dashiell's point about Part "C", where he said the dollar amounts were given?"

MINUTES

Mr. Dashiell: "The dollar amounts were given there."

Mr. Corey: "The dollar amounts were given on Part C. The Statement of Intent form Part B is what we look at um -- determine where the bidder has said that this is what would be reduced to an agreement between the prime contractor and the sub and we look at that form, and that's what must be reduced, and we do not make any assumption, we do not go beyond the four corners of that document to determine what you meant."

City Solicitor: "Why not?"

Mr. Corey: "But --."

City Solicitor: "I'm sorry, why not? Why wouldn't you -- I mean, I understand why you wouldn't go out and conduct a, a further review and call the contractor, the bidder, and do those sorts of things, but why, why would you or should you not look to specific information provided in Part C in determining whether the Part B failure was a material failure? Because I would think if that specific amounts are given in Part C and they match the percentages given in Part B, you know that would be relevant and worth knowing."

MINUTES

Mr. Corey: "Right. The experience of our, my office in the past throughout the years is that whenever someone just put the percentage amount and were awarded a contract, there's always been some sort of controversy between the prime and the sub with regards to what did that percentage amount, amounts to."

City Solicitor: "Has that ever, has that ever arisen in a situation where the specific dollar amounts were given in Part C that you can recall?"

Mr. Corey: "I don't recall whether or not it was, whether the dollar amount was given in Part C. It's just that with the prime was arguing with the sub where I didn't really need that percentage to be applicable to that particular dollar amount; and they, that type of controversy is something that we don't want to deal with. The form is very clear, it's very simple to, to complete. Fill it out properly and we do not have to make those kinds of interpretations. We are trying to eliminate the, the um, the arguments between the prime and the sub. We've, we changed this form consistently over the years to try to make it as simple, as clear and as a matter of fact as possible, and to say now that uh -- we should um -- give um -- this bidder an

MINUTES

opportunity that we didn't given anybody else is not fair. All the other bidders completed the form correctly. It's a very simple form."

President: "Let me ask you a question. Um, on Page "B", where they said they put the percentage."

Mr. Corey: "Um hmm"

President: "That percentage did it equal the amount that you found on C?"

Mr. Corey: "If you did the math, I'm sure it does".

President: "I'm just asking you a question."

Mr. Corey: "It probably does."

President: "Okay."

City Solicitor: "Uh, and would either you or Mr. Murphy like to respond to the uh, argument about the requirements contract?"

Mr. Corey: "We asked the Department of Transportation whether or not this was a requirements contract, and they emphatically said that it is not."

City Solicitor: "Could you or Mr. Murphy explain to us why it's not a requirements contract?"

Frank Murphy: "Basically because, there are quantities in the contract."

MINUTES

Comptroller: "State your name."

Mr. Murphy: "Frank Murphy, sorry, Frank Murphy, Deputy Director of Transportation. Um, from our perspective, it's a contract with quantities in it so it wouldn't and -- and Mr. Dashiell's point about the requirements contract is that you have a contract that doesn't really have, if you're buying pads of paper from Rudolph's and you don't know how many that that's going to supply over the time, then that's difficult to apply a dollar amount to, but bid items in this contract, so that there should have been no difficulty in ascertaining the value."

President: "Well, my, my problem with this is if the percentage equals to what's on Page "C", that was the intent of the uh, you know, the bidder."

Mr. Corey: "I understand. Except this is the way we've uh -- interpreted this form and made this argument consistently before the Board. It has proven to be the most effective and uh reliable way of determining what the parties are going to do with regard to reducing their agreement to their understanding to uh, to a written agreement."

MINUTES

President: "Has it ever been in, in, in your opinion, where the amount that the con - that the bidder put on C did not correspond with Page B?"

Mr. Corey: "No, I can't say that, that's ever been a case."

City Solicitor: "So we've never to, to, to your recollection, we've never been confronted with this precise situation where the dollar amount information is effectively contained in Part C albeit not in Part B?"

Mr. Corey: "I can't remember a situation like that."

City Solicitor: "Okay."

President: "I'll entertain a Motion."

City Solicitor: "I would MOVE to grant the -- I would MOVE to grant -- is there a question?"

"Your Honors". (audience member)

Mayor: "There's a Motion"

President: "I have a Motion on the floor."

City Solicitor: "I would MOVE to grant uh -- the bid protest."

President: "Is there a second? Is there a second sir?"

Director of Public Works: "Second."

President: "All those in favor, say AYE"

MINUTES

President: "All opposed, NAY. The Motion carries."

Unidentified audience member: "We are prepared to prove that there is no 12% participation --."

President: "We had the attorney who was representing um, -- are you the other contractor?"

Unidentified audience member: "Yes, your Honor."

President: "Oh. Well. Um, we asked everybody come up. We asked everybody to come up, you didn't come up."

Unidentified audience member: "We are. We, we didn't want to uh --"

President: "Sir, we already did the vote."

Unidentified audience member: "Sir, we have two witnesses to prove --"

* * * * *

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation

9. TR 14010, Conduit R.E. Harrington Plumbing \$2,462,120.00
 System Reconstruct- & Heating, Inc.
 tion for Urgent
 Needs at Various
 Locations Citywide

MBE: P & J Contracting \$ 81,249.96 3.30%
 Co., Inc.

JJ Adams Fuel Oil 39,886.34 1.62%
 Co., LLC

JM Murphy Enterprises, 99,962.07 4.06%
 Inc.

Manuel Luis Construction 37,424.23 1.52%
 Co., Inc.

DM Enterprises of 36,931.80 1.50%
 of Baltimore, LLC \$295,454.40 12.00%

WBE: Priceless Industries \$ 4,924.24 .20%

Haines Industries, Inc. 39,393.92 1.60%

Franqui Enterprises, 4,924.24 .20%
 LLC \$ 49,242.40 2.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

10.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,688,000.00 Others	9962-930003-9563 Constr. Reserve New Conduit Maint. Facility	
1,020,332.00 Others <u>\$2,708,332.00</u>	9962-903521-9563 Constr. Reserve Conduit Manhole Reconstruction	
\$2,462,120.00	-----	9962-906062-9562-6 Struc. & Improv.
123,106.00	-----	9962-906062-9562-5 Inspection
123,106.00 <u>\$2,708,332.00</u>	-----	9962-906062-9562-2 Contingencies- Conduit System Reconstruction for Urgent Needs at Various Locations Citywide JOC

This transfer will fund the costs associated with Award of TR 14010, Conduit System Reconstruction for Urgent Needs at Various Locations Citywide to R.E. Harrington Plumbing & Heating Co., Inc.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

11. B50003142, Ferric Kemira Water Solutions \$3,076,500.00
Chloride for
Wastewater Treat-
ment Plants

(Dept. of Public Works,
Bur. of Water & Wastewater)

MWBOO GRANTED A WAIVER.

12. B50003166, Tasers Taser International, Inc. \$1,500,000.00
& Related Equip-
ment

(Police Department)

MWBOO GRANTED A WAIVER.

DEFERRED

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Land Disposition Agreement with Mr. Keith H. Barr and Ms. Amelia J. Cox for the sale of property located at 2407 Lakeview Avenue, in the Reservoir Hill Neighborhood.

AMOUNT OF MONEY AND SOURCE:

\$9,900.00 - Purchase price

BACKGROUND/EXPLANATION:

The property will be purchased and renovated with private funds. The City-owned vacant building will be totally rehabilitated and returned to residential use as a single family, owner-occupied dwelling. When completed, the property will be used as the buyers' primary residence. The property at 2407 Lakeview Avenue was journalized and approved for sale on May 13, 2005.

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

The property was priced at \$12,900.00, pursuant to the Waiver Valuation process. It will be sold for \$9,900.00. The property at 2407 Lakeview Avenue is being sold below the price determined in accordance with the Appraisal Policy of Baltimore City for the following reasons:

1. specific benefit to the immediate community of revitalization through residential home-owner occupancy,
2. elimination of blight and neighborhood stabilization, and

MINUTES

DHCD - cont'd

3. economic development; returning the property to productive use and to the active tax rolls of the City of Baltimore.

The buyer proposes to spend approximately \$209,900.00, inclusive of acquisition and associated costs to complete the project.

MBE/WBE PARTICIPATION:

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Mr. Keith H. Barr and Ms. Amelia J. Cox for the sale of property located at 2407 Lakeview Avenue, in the Reservoir Hill Neighborhood.

MINUTES

Department of Housing and Community Development - First Amendment to Deeds of Trust, Assignment of Rents, Regulatory Agreements, and Security Agreements

ACTION REQUESTED OF B/E:

The Board is requested to approve the first amendment to deed of trust, assignment of rents, regulatory agreements, and security agreements. The Board is further requested to authorize the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On May 22, 2013, the Board approved the first amendment to the period of affordability (POA) to various Deeds of Trust and Regulatory Agreements which amended the POA for compliance with the statutory requirements of the HOME Investment Partnerships Program. The POA as defined by the HOME regulations affects the period of time over which certain covenants and restrictions as set forth in the Deed of Trust are to be effective and the period for which the City of Baltimore must monitor compliance with various regulations required by the HOME program.

A subsequent follow-up audit of the active HOME Agreements was undertaken after the Board's May 22, 2013 approval and has uncovered several additional projects with excessive POA that must be amended. These excessive periods present an obstacle to the financing for these real estate developments and add unnecessary administrative burden and cost to the City. The changing of the HOME POA will not adversely affect the affordability of the subject properties. The primary effect of lowering the HOME POA will be to reduce the period of monitoring and compliance by the HOME staff.

MINUTES

DHCD - cont'd

The developments for which an amendment is necessary to substitute the HOME program required Period of Affordability (POA) are as follows:

	Number of Years (POA)	Number of Years (HOME Regulations)
I. HOME Regulatory Agreements with Periods of Affordability of 40 years with shorter HOME regulation requirements:		
Greenspring Overlook	40	5
Montpelier's Choice	40	10
Printers Square	40	10
Weinberg West	40	5
Oliver Plaza	40	10
II. HOME Regulatory Agreements with Periods of Affordability of 30 years with shorter HOME regulation requirements:		
Concord Apartments	30	5
III. HOME Regulatory Agreements with Periods of Affordability of 20 years with shorter HOME regulation requirements:		
VOA Pratt Street	20	10
Royalton Apartments	20	10
Weinberg East	20	5

The Department is seeking Board approval to amend the Periods of Affordability so that they match the period required by the HOME Regulations for the aforementioned HOME projects.

MINUTES

DHCD - cont'd

The matter was discussed with the local HUD office and they have expressed no objections and in fact encourage this action.

THE DEPARTMENT OF FINANCE REVIEWED AND RECOMMENDED APPROVAL.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to Deeds of Trust, Assignment of Rents, Regulatory Agreements and Security Agreements.

MINUTES

Department of Housing and - HOME Loan and Community
Community Development (DHCD) Development Bond Fund Loan

ACTION REQUESTED OF B/E:

The Board is requested to approve a HOME Investment Partnerships Program loan in an amount not to exceed \$472,260.95 (HOME loan) and a Community Development Bond Fund (CDBF) loan in an amount not to exceed \$307,739.05 (Bond Loan) to 3401 Ashburton, LLC.

The Board is further requested to authorize the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law.

AMOUNT OF MONEY AND SOURCE:

<u>Sources</u>		<u>Uses</u>	
Baltimore Community Lending	\$ 308,375.00	Acquisition	\$ 125,000.00
HOME Loan	472,260.95	Constr. Costs	1,225,048.00
Bond Loan	307,739.05	Constr. Related Fees	269,804.00
Weinberg Foundation	560,000.00	Financing Costs	101,100.00
CDA/MEEHA	113,585.00	Developer Fee	234,942.00
Borrower's Equity	245,042.00	Operating Res.	51,108.00
Total	\$2,007,002.00		\$2,007,002.00

Accounts: 9910-903375-9610 - HOME funds
9910-902375-9588 - Bond funds

BACKGROUND/EXPLANATION:

3401 Ashburton, LLC, an affiliate of the Episcopal Housing Corporation (EHC), has submitted a proposal that involves the rehabilitation of a 45 year old, 3-story brick garden style apartment building.

MINUTES

DHCD - cont'd

The EHC is a 501(c)(3) organization and a certified "Community Housing Development Organization" (CHDO). Founded in 1995, the EHC is committed to strengthening neighborhoods through housing and community revitalization activities. The EHC develops safe, decent and affordable housing for families with low incomes and those who have recently overcome homelessness or substance abuse addiction. Since their founding, the EHC has developed over 200 units of affordable housing including multifamily, senior, and special needs housing throughout Baltimore City and the State of Maryland.

The DHCD's financial commitment will be in the amount of \$780,000.00. The proceeds of the each of the loans will be used to support a portion of the hard construction costs of the rehabilitation of 24 residential rental units known as the Ashburton Apartments located at 3401 Oakfield Avenue.

The Ashburton Apartments contain approximately 24,000 gross square feet. The complex contains 24 units; 12 of which are one-bedroom and the other 12 are two-bedrooms. Upon completion, the units will be affordable to persons with incomes at or below 60% of the Area Median Income (AMI). The rents for the one-bedroom units will be approximately \$600.00 and rents for the two-bedroom units will be approximately \$750.00. HOME and Bond funds will be restricted to funding a portion of the hard rehabilitation costs of the residential units.

The rehabilitation of the property will address a blighted structure on a major thoroughfare, improve the lives of families through the provision of affordable housing, and will provide a viable, major development in an area of the Central Forest Park neighborhood.

An appraisal was prepared for the superior lender on April 29, 2013, by Michael A. Wilson, Certified General Appraiser. The "As Completed Market Value" was determined to be \$1,500,000.00. Receiving an appraised value below the total cost of the completed project is common in transactions involving production of affordable housing such as this one. Without the foundation and State grant funds raised for construction, projects with

MINUTES

DHCD - cont'd

restricted rents could not be financed. Since the reduced rents decrease the appraised value, the combined debt is well under the appraised value. The DHCD is comfortable recommending the HOME Loan under these circumstances.

Participating Parties:**A. Developer/Owner/Project Manager**

Development and ownership entities will be 3401 Ashburton, LLC, which is an affiliate of the Episcopal Housing Corporation.

B. General Contractor/Architect

Southway Builders, Inc. will act as the general contractor and will post a 100% payment and performance bond. Mark Thomas Architects will provide architectural services.

C. Participating Lenders:**BALTIMORE COMMUNITY LENDING - 1st Lien Position**

Baltimore Community Lending is making a secured Construction/Permanent Loan to 3401 Ashburton, LLC in an approximate amount of \$308,375.00 (BCL loan). The construction phase will be for a period not to exceed 18-months from the date of closing, which includes time permitted for cost certification.

The BCL loan will have a term of 5 years following construction completion and is secured by a first-lien mortgage on the property. The interest rate on the BCL loan will be a variable rate equal to the prime rate based on the prevailing rate published by The Wall Street Journal plus 2%, however, not less than 7% per annum. The borrower will pay interest only on the portion of the loan to be advanced from time to time during the term of construction. Upon the construction completion, the BCL permanent loan period will mature on the first day of the first month following 60-months after the conversion date. Monthly payments of prin-

MINUTES

DHCD - cont'd

cipal and interest will be based on a 20-year amortization period.

Baltimore City HOME & BOND Funds - 2nd Lien Position

The terms of the HOME loan and the Bond loan will be the same. During construction, interest will accrue at the rate of 0% per annum on sums advanced. During the permanent loan period, the interest rate charged will be at the rate of 0% per annum for a term not to exceed 10 years. The construction phase will be for a period not to exceed 18 months from the date of closing, which includes time permitted for cost certification. The permanent loan period will be no less than 10 years (Period of Affordability) following the construction completion (permanent loan period). It is intended that if the borrower complies with all applicable terms and covenants of the loan documents for 10 years, the payment of the outstanding principal on both loans will be forgiven.

The entire principal and any interest will be due and payable in the event of a refinancing, sale, transfer, conveyance, or any encumbrance of the project or portion thereof without the prior written consent of the DHCD. Should an event of default occur, interest will accrue from the date of the default at the prime rate of interest plus 4% (P+4%). The date following the last day of the permanent loan period will constitute the "Maturity Date". The HOME loan and the Bond loan will be long-term, subordinate, non-recourse debt.

EQUITY AND OTHER GRANTS

In addition to the owner's equity, the Harry and Jeanette Weinberg Foundation and the State of Maryland's Department of Housing and Community Development have each provided grant funds which will cover a portion of the total development costs of the project. The State's grant will be from the

Multifamily Energy Efficiency and Housing Affordability ("MEEHA") EmPower Grant program and will be used to fund certain energy efficiency improvements to the property.

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

Article 5, Subtitle 28 of the Baltimore City Code for Minority and Women's Business Opportunity is fully applicable and no request for a waiver has been made.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 472,690.95	9910-924013-9609	9910-903375-9610
Federal Home FY 2013	Home FY 2013	Ashburton Apts.
	Reserve	
307,309.05	9910-902985-9587	9910-902375-9588
<u>31st CDB</u>	Housing Dev.	Ashburton Apts.
\$ 780,000.00		

This transfer will provide Federal Home funds and City Bond funds to 3401 Ashburton, LLC to support the construction costs of 24 rental units known as the Ashburton Apartments

UPON MOTION duly made and seconded, the Board approved the first amendment of rents, regulatory agreements and security agreements. The Board further approved and authorized the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval for form and legal sufficiency. 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 provision of the City Charter.

MINUTES

Department of Housing and - Community Development Block Grant
Community Development Deferred Loan

ACTION REQUESTED OF B/E:

The Board is requested to approve a Community Development Block Grant Deferred Loan in the amount of \$700,000.00 (CDBG Loan) to EHM @ Calvert, LLC., which is a wholly controlled affiliate of Empire Homes of Maryland, Inc. The CDBG loan will be used to assist with the hard construction for the rehabilitation of vacant structures located at 1625, 1717, 1802, 1804, and 1808 North Calvert Street. The Board is further requested to authorize the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law.

AMOUNT OF MONEY AND SOURCE:

<u>Sources</u>		<u>Uses</u>	
Harbor Bank	\$ 300,000.00	Acquisition	\$ 70,000.00
State PRHP Loan	1,550,000.00	Construction	2,048,186.00
CDBG	700,000.00	Construction Fi-	
Federal Home		nancing Fees	211,528.00
Loan Bank	300,000.00	Permanent Fi -	
EmPower Grant	59,500.00	nancing Fees	194,543.00
MAHT	140,000.00	Organizational	
Lead Paint	72,000.00	Costs	309,738.00
Deferred Fee	55,520.00	Developer Fee	<u>343,025.00</u>
Total	\$3,177,020.00	Total	\$3,177,020.00

CDBG Accounts: 9998-907085-9595 - \$164,760.00
9980-904085-9593 - \$172,062.00
9984-905085-9593 - \$195,482.00
9985-906085-9593 - \$167,696.00

MINUTES

DHCD - cont'd

BACKGROUND/EXPLANATION:

Empire Homes of Maryland, Inc. (EHM) is a non-profit Community Housing Development Organization whose mission is to develop, manage, and maintain affordable residential properties for low-income individuals with disabilities. Since 2002, EHM has developed, managed or leased housing throughout Baltimore City and the County using a wide range of public and private financing resources.

The project will consist of the rehabilitation of existing structures located at 1625, 1717, 1802, 1804, and 1808 North Calvert Street (collectively, the properties) into 18 one-bedroom affordable rental-housing units. The units will be occupied by four households with incomes of less than 30% and 14 households with incomes of less than 50% of the statewide median income. The CDBG funds will be used to support a portion of the rehabilitation costs. The properties are currently owned by the Housing Authority of Baltimore City (HABC). The HABC will convey the properties at closing to EHM @ Calvert Street, LLC (the Borrower).

The properties have been vacant for some time and are in need of substantial renovation and code compliance. Vandalism and illegal occupants have caused damage to the properties and they continue to deteriorate. Upon completion, properties will return to productive use on key blocks on a major northbound street near Penn Station.

During the term of the Housing Assistance Payment contract, the Borrower has agreed that the units will be targeted and restricted to non-elderly persons with disabilities (or NED) earning 30% less of the AMI. The City and HABC will require the units to be restricted for exclusive use for at least 15 years in accordance with and meeting the requirements of the Bailey Consent Decree. The term non-elderly persons with disabilities means a household that meets the following criteria: (i) whose sole member, head of household, or head of household's spouse

MINUTES

DHCD - cont'd

has a disability and is under age 62; (ii) which is eligible for a one bedroom public housing unit or a two bedroom public housing unit for disability-related reasons; and (iii) which is on the HABC waiting list for public or Housing Choice Voucher subsidized housing.

An appraisal was prepared on April 23, 2013 by Sapperstein & Associates, LLC that indicates a "Value at Stabilized Operational Occupancy" of \$1,706,448.00. Receiving an appraisal value below the total cost of the completed project is common in transactions involving production of affordable housing such as this. Without the grant funds and public financing used for construction, projects with restricted rents could not be financed. Since the reduced rents decrease the appraised value, the combined debt is well under the appraised value. The DHCD is comfortable recommending the CDBG loan under these circumstances.

Participating Parties:

A. Developer/Owner

EHM @ Calvert Street, LLC whose sold member is Empire Homes of Maryland, Inc. will be the developer of record.

B. General Contractor

Southway Builders, Inc. will act as the general contractor and will post 100% payment and performance bond. Studio AB will be the architect of record for the project.

MINUTES

DHCD - cont'd

C. Participating Lenders

Harbor Bank of Maryland - 1st lien position:

Harbor Bank of Maryland will provide a construction/permanent loan for \$300,000.00 that will mature 11 years after closing. The construction phase of the loan will be for a period not-to-exceed 12 months from the date of closing. The initial interest rate will be 4.75% per annum. The rate will reset for another five year term equal to the Prime Rate plus 2.75%. (Prime Rate means the annual percentage rate published from time-to-time in the Wall Street Journal). The interest payments only will be due and payable during the construction loan period. During the permanent phase, the loan will require payments of interest and principal sufficient to amortize the loan over 25 years with a balloon payment at maturity.

MD DHCD Partnership Rental Housing Program - 2nd lien position:

Maryland DHCD will make a loan from its Partnership Rental Housing Program (the PRHP Loan) in an aggregate principal amount of \$1,550,000.00. The PRHP loan will have a construction period not-to-exceed 14 months after closing which will include three months for cost certification the (construction period). The permanent loan period of the PRHP loan will commence at the end of the construction period and it is anticipated that it will continue, assuming no Event of Repayment (defined herein) occurs, for perpetuity. The PRHP loan will bear an interest rate equal to the rate paid by the State of Maryland on the bonds that provided funds for the project (the State Bonds), or other moneys of the State of Maryland used to fund the PRHP loan, plus any costs of redemption for the State Bonds, all as determined by the State in its sole discretion. All payments of principal and interest are intended to be deferred so long as (i) the project is owned and operated as a PHRP project, (ii) no event of default exists and is continuing under the PRHP loan, (iii) no prohibited

MINUTESDHCD - cont'd

refinancing, sale transfer or conveyance to another entity occurs, or (iv) no encumbrances of any portion of the Project without the prior written consent of Maryland DHCD (each, an Event of Repayment). Should an Event of Repayment occur, the Borrower will repay to Maryland DHCD the entire principal of the loan plus accrued interest. The PRHP loan requires that all units be occupied by households with incomes at or below 50% of the State area-wide median income.

Baltimore City CDBG Deferred Loan - 3rd lien position:

During the construction loan period, the CDBG loan will accrue interest at the rate of zero percent per annum on sums advanced. During the permanent loan period (defined herein), the interest rate charged will be at the zero percent per annum for a term not-to-exceed 20 years. The construction period will be for a period not-to-exceed 14 months from the date of closing which includes time permitted for cost certification. It is intended that if the Borrower complies with all applicable terms and covenants of the loan document, the outstanding principal of the CDBG loan will be forgiven at the conclusion of the 20 years. The entire principal and any interest will be due and payable in the event of a refinancing, sale, transfer, conveyance or any encumbrance of the Project or portion thereof without prior written consent of DHCD. Should an event of default occur, interest will accrue from the date of the default at the prime rate of interest plus four percent. The City's CDBG deferred loan will be long-term, subordinate, non-recourse debt.

Grant Funds

The Maryland Affordable Housing Trust (MAHT) and the Community Development Administration (CDA), a unit of the Division of Department of Finance of the State of Maryland's Department of Housing and Community Development, will each provide grant funds that will cover the total development costs of the project.

MINUTESDHCD - cont'd

The operating funds required for the Project will be supported by tenant rent and an operating subsidy that will be provided by a 15-year HABC Housing Assistance Payment Contract.

MBE/WBE PARTICIPATION:

Article 5, Subtitle 28 of the Baltimore City Code for Minority and Women's Business Opportunity is fully applicable and no request for a waiver or exception has been made.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$164,760.00 23 rd CDBG	9991-945002-9597 Unallocated Reserve	9998-907085-9593 Empire Homes of MD
172,062.00 25 th CDBG	9991-945002-9587 Unallocated Reserve	9980-904085-9593 Empire Homes of MD
195,482.00 29 th CDBG	9991-945002-9587 Unallocated Reserve	9984-905085-9593 Empire Homes of MD
167,696.00 30 th CDBG <u>\$700,000.00</u>	9991-945002-9587 Unallocated Reserve	9985-906085-9593 Empire Homes of MD

This transfer will provide funding to Empire Homes of Maryland, Inc. for the rehabilitation of 18 one-bedroom affordable rental housing units.

MINUTES

DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved a Community Development Block Grant Deferred Loan in the amount of \$700,000.00 to EHM @ Calvert, LLC., which is a wholly controlled affiliate of Empire Homes of Maryland, Inc. The Board further authorized the Commissioner of the Department of Housing and Community Development to execute any and all documents to effectuate this transaction subject to review and approval for form and legal sufficiency by the Department of Law. 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.

MINUTESParking Authority of Baltimore City (PABC) - Use Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a use agreement with Railway Express LLC (Railway). The period of the agreement is effective upon Board approval through the earlier of December 19, 2054, or until such time that the garage ceases to be used as a parking garage.

AMOUNT OF MONEY AND SOURCE:

\$10,615.00 - The City will receive this amount from Railway through the PABC for the initial year with 2.5% increase annually.

BACKGROUND/EXPLANATION:

Railway purchased the property located at 1501 St. Paul Street, known as the Railway Express Building. Railway renovated the structure and constructed a parking area below St. Paul Street for patrons and residents of the building. Railway has extremely limited access to the parking area which is adjacent to the Penn Station Garage (the Garage). This parking area has limited accessibility because it is well below street level and surrounded by structures and railroad tracks.

Railway requested access to their parking area through the Penn Station garage, as the more convenient of two possible means of accessing Railway's parking area. By using the Garage's ramps and driveways, patrons of the Railway Express building can access their parking area with relative ease. The PABC executed a use agreement with Railway that was approved by the Board on March 5, 2008.

Within several months of Railway using the Garage and accessing their parking area, Amtrak sued Railway over Railway's parking area property rights. The March 2008 use agreement was termina-

MINUTES

PABC - cont'd

ted during the litigation between Amtrak and Railway. The litigation has been recently settled and this new use agreement will provide access to Railway during the remaining term of the City's 41-year land lease agreement with Amtrak for the Garage.

The parking access and revenue control equipment currently installed in the Garage will work with the equipment purchased by Railway, to ensure that railway patrons make their way in an expedient manner through the garage and enter the parking area owned by Railway. If they do not leave the Garage and enter Railway's parking area, they will be charged as a parking patron of the Garage.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of an agreement with Railway Express LLC.

MINUTES

Parking Authority of - Maintenance Agreement
Baltimore City (PABC)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a maintenance agreement with Scheidt & Bachmann USA, Inc. (Scheidt and Bachmann) for the revenue control equipment manufactured and installed by Scheidt & Bachmann USA, Inc. in 15 parking facilities managed by the Parking Authority for Baltimore City (PABC). The period of the agreement is effective November 01, 2013 for two-years.

AMOUNT OF MONEY AND SOURCE:

<u>YEAR 1</u>	<u>YEAR 2</u>	<u>ACCOUNT NUMBERS</u>
\$25,274.80	\$25,274.80	2075-000000-2321-407200-603016 (Arena)
\$25,274.80	\$25,274.80	2075-000000-2321-407700-603016 (Baltimore)
\$25,274.80	\$25,274.80	2075-000000-2321-408200-603016 (Caroline)
\$25,274.80	\$25,274.80	2075-000000-2321-408750-603016 (Fayette)
\$25,274.80	\$25,274.80	2075-000000-2321-408300-603016 (Fleet & Eden)
\$25,274.80	\$25,274.80	2075-000000-2321-407400-603016 (Franklin)
\$10,635.20	\$10,635.20	2076-000000-2321-254200-603016 (JFB Lot)
\$25,274.80	\$25,274.80	2075-000000-2321-407500-603016 (Lexington)
\$25,274.80	\$25,274.80	2075-000000-2321-407900-603016 (Little Italy)
\$25,274.80	\$25,274.80	2076-000000-2321-612500-603016 (Marina)
\$25,274.80	\$25,274.80	2075-000000-2321-407100-603016 (Market)
\$25,274.80	\$25,274.80	2075-000000-2321-407000-603016 (Marriott)
\$25,274.80	\$25,274.80	2075-000000-2321-407600-603016 (Penn Stat.)
\$25,274.80	\$25,274.80	2076-000000-2321-253900-603016 (Redwood)
\$25,274.80	\$25,274.80	2075-000000-2321-408100-603016 (St. Paul)
\$25,274.80	\$25,274.80	2075-000000-2321-407300-603016 (Water)
\$25,274.80	\$25,274.80	2076-000000-2321-254000-603016 (West)
\$415,032.00	\$415,032.00	

BACKGROUND/EXPLANATION:

On November 10, 2004, the Board approved a maintenance agreement with Scheidt & Bachmann that was in effect for three years and covered the revenue control equipment that was installed at the time at nine facilities.

MINUTES

PABC - cont'd

On May 28, 2008, the Board approved a second maintenance agreement with Scheidt & Bachmann that was in effect for three years and covered the revenue control equipment that was installed at the time at 15 facilities.

On November 9, 2011, the Board approved a third maintenance agreement with Scheidt & Bachmann that was in effect for two years, terminating October 30, 2013, and covered the revenue control equipment that was installed at the time at 16 facilities. The PABC has since installed Scheidt & Bachmann equipment at one additional facility.

The Board is requested to approve a two-year maintenance agreement for the equipment installed at the 17 facilities. This equipment has made a significant contribution to the substantial increases in revenue that the PABC has experienced during the past nine years. The PABC is pleased with the function of the equipment and the service provided by Scheidt & Bachman to date. This maintenance agreement will ensure the continued function of the equipment.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the maintenance agreement with Scheidt & Bachmann USA, Inc. for the revenue control equipment manufactured and installed by Scheidt & Bachmann USA, Inc.

MINUTES

Space Utilization Committee - 2nd Amendment to Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a 2nd amendment to lease agreement by and between Edmondson Village, LLC, landlord, and the City, tenant, for the rental of a part of the property known as 4400 Edmondson Avenue, consisting of approximately 2,537 square feet and known as Suite 4538. This 2nd amendment to lease agreement is to extend the original lease agreement for an additional two-year term through October 31, 2015.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Rent</u>
\$38,055.00	\$3,171.25

Account No.: 4000-423214-3080-294100-603013

BACKGROUND/EXPLANATION:

The leased premises will be used for offices by the Health Department's Women, Infants, and Children's Program (WIC). The original lease agreement was approved by the Board on April 22, 2009 for a three (3) year period commencing November 30, 2008 to October 31, 2011 with the option to renew for an additional two (2) year period. The renewal was approved on October 26, 2011. An amendment to lease agreement was approved on December 21, 2011 to reflect a reduction in rental from January 1, 2012 through October 31, 2013. The 2nd Amendment to the lease agreement extends the term through October 31, 2015. All other conditions, provisions and terms, of the original, renewal, and amendment to the lease agreement will remain in full force and effect.

MINUTESSpace Utilization Committee - cont'd

The Space Utilization Committee approved this lease at its meeting on October 22, 2013.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of a 2nd amendment to lease agreement by and between Edmondson Village, LLC, landlord and the City, tenant, for the rental of a part of the property known as 4400 Edmondson Avenue consisting of approximately 2,53 square feet and known as Suite 4538.

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

The Board is requested to approve and authorize execution of an amendment to lease agreement with Jonathan Latiano, lessee, for the relocation from Studio #105 to Studio #202 at School 33 Art Center, located at 1427 Light Street.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Rent</u>
\$3,900.00	\$325.00

BACKGROUND/EXPLANATION:

The lessee relocated from Studio #105 to Studio #202. The effective date of the relocation was October 1, 2013.

The original period of the lease agreement is April 1, 2013 through March 31, 2014 with an option to renew for one additional 1-year term. It is agreed by all parties that all other rentals, conditions, provisions, and terms of the original lease agreement dated June 19, 2013 will remain in full force and effect.

The amendment to lease agreement is late because of a delay in getting the lessee's signature and notary.

The Space Utilization Committee approved this lease at its meeting on October 22, 2013.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an amendment to lease agreement with Jonathan Latiano.

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

The Board is requested to approve and authorize execution of a lease agreement between the Department of General Services (landlord) and the Health Department (tenant) for the rental of a portion of the property known as 417 E. Fayette Street, consisting of approximately 18,700 square feet on the fourteenth floor. The period of the agreement is July 1, 2013 through June 30, 2014 with an option to renew for five (5) additional one-year terms.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Rent</u>
\$123,046.00	\$10,253.83

BACKGROUND/EXPLANATION:

The leased premises will be used by the Baltimore City Health Department for administrative offices.

The landlord will be responsible for the maintenance of the interior and exterior of the building including the foundations, roof, walls, gutters, downspouts, air conditioning, ventilating and heating system, cleaning the floors, providing janitorial services, trash removal, pest control, and keeping the sidewalks adjacent to the premises and the entrances thereto clear of ice, snow and debris.

The landlord will also furnish and pay for all utilities that are supplied to or used at the leased premises, including oil, gas, electric, and water.

The tenant will accept the leased premises in its current existing condition. Tenant will also provide all equipment if applicable, necessary for the operation of the tenant's programs, including but not limited to telephone and computer services to the leased premises.

MINUTESSpace Utilization Committee - cont'd

Tenant will also be responsible for keeping the entrance, passageways, and areas adjoining or appurtenant to their leased premises in a clean and orderly condition, free of rubbish and obstruction.

The interdepartmental lease agreement is late because of administrative issues.

The Space Utilization Committee approved this interdepartmental lease agreement at its meeting on October 22, 2013.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of a lease agreement between the Department of General Services (landlord) and the Health Department (tenant) for the rental of a portion of the property known as 417 E. Fayette Street, consisting of approximately 18,700 square feet on the 14th floor.

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

The Board is requested to approve and authorize execution of a lease agreement with Amy Jean Boebel, lessee, for the rental of property located at 1427 Light Street, known as School 33, Studio #105 (1st floor). The period of the agreement is October 16, 2013 through October 15, 2014 with an option to renew for one additional 1-year term.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Rent</u>
\$3,900.00	\$325.00

BACKGROUND/EXPLANATION:

The lessee will use the leased premises as an artist's studio.

The lessor will be responsible for heat, electricity, and water. The lessee will be responsible for content, insurance, janitorial, trash receptacles and security.

The Space Utilization Committee approved this lease at its meeting on October 22, 2013.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with Amy Jean Boebel, lessee, for the rental of property located at 1427 Light Street, known as School 33, Studio #105, (1st floor).

MINUTES

Space Utilization Committee - Amendment to Lease Renewal Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an amendment to lease renewal agreement with Progressive Education Center, Inc., tenant, for the rental of a portion of the property known as 1510 W. Lafayette Avenue, being on the 2nd level - Courtyard side, consisting of approximately 2,862 square feet. The period of the lease renewal agreement is October 1, 2013 through September 30, 2014.

AMOUNT OF MONEY AND SOURCE:

	<u>Annual Rent</u>	<u>Monthly Rent</u>
	\$13,200.00	\$1,100.00
Utilities	<u>3,000.00</u>	<u>250.00</u>
	\$16,200.00	\$1,350.00

BACKGROUND/EXPLANATION:

The leased premises are used as a Day Care Center. The annual rent payment for the renewal period will be \$13,200.00, for a monthly rent of \$1,100.00, plus \$3,000.00 annually, at \$250.00 per month, for utilities, for a total monthly rent of \$1,350.00 and a total annual rent of \$16,200.00. The utilities are negotiated based on current market rates.

The original term of the lease agreement was for one (1) year and fourteen (14) days, commencing on September 17, 2012 and terminating on September 30, 2013, with an option to renew for one additional 1-year term.

The landlord will be responsible for maintaining plumbing, air conditioning, and heating. The landlord will also be responsible for pest control, trash, snow, ice, debris removal, and paying for the building utilities.

The tenant will pay for janitorial services to the leased premises, telephone and computer services, and securing all Day Care licensing, liability insurance, and payment for their designated share of the building utilities.

MINUTESSpace Utilization Committee - cont'd

The lease agreement is late because of the administrative review process.

The Space Utilization Committee approved this amendment to lease renewal agreement on October 22, 2013.

UPON MOTION duly made and seconded, the Board approved and authorized execution of an amendment to agreement with Progressive Education Center, Inc., tenant for the rental of a portion of the property known as 1510 W. Lafayette Avenue, being on the 2nd level - Courtyard side, consisting of approximately 2,862 square feet.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Recreation & Parks</u>			
1. Erik M. Dihle	Society of Municipal Arborist and Partners in Community Forestry Conferences Pittsburgh, PA Nov. 04 - 07, 2013 (Reg. Fee \$672.00)	Gen. Funds	\$1,242.00
<u>Fire Department</u>			
2. Leslie Jerome Mullen Gayle Guilford	Technologies for Homeland Security Waltham, MA Nov. 11 - 14, 2013 (Reg. Fee \$525.00 ea.)	FY11 State Homeland Security Program	\$2,841.04

The subsistence rate for this location is \$182.00 per night for a total of \$546.00. The hotel rate is \$173.00 per night for a total of \$519.00. The occupancy tax is \$20.24 per day for a total of \$60.72. The Department is requesting an additional subsistence of \$31.00 per day, for a total of \$93.00 for each participant to cover the costs of food and incidentals. The airfare in the amount of \$165.80 for each participant and registration in the amount of \$525.00 for each participant have been prepaid for each participant on a City purchasing card issued to Mr. Connor Scott. The total amount to be disbursed to Mr. Mullen and Ms. Guilford is \$729.72 each.

MINUTES**TRAVEL REIMBURSEMENT**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Transportation</u>			
3. Richard Hooper		Gen. Funds	\$ 69.00

On May 22, 2013, the Board approved a travel request for Mr. Richard Hooper to attend the 2013 Conference of Minority Transportation Officials 42nd Annual Meeting in Jacksonville, FL from July 12, 2013 through July 17, 2013. The Board approved the airfare in the amount of \$332.80. However, when the reservation was made on July 05, 2013, the price had increased to \$401.80. Therefore, the Department is requesting a reimbursement in the amount of \$69.00 to cover the cost of the airfare above the originally approved amount.

The Board, UPON MOTION duly made and seconded, approved the foregoing travel requests. The Comptroller **ABSTAINED** on item no. 2.

MINUTES

Department of Transportation - Second Addendum to the Site
Access Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the second addendum to the site access agreement with Exxon Mobil Corporation. The addendum extends the period of the agreement through November 9, 2015.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On November 9, 2011, the Board approved a one year agreement with Exxon Mobil Corporation in connection with a site access agreement to allow the Department to hire a consultant to enter 1200 Haven Street. The access was granted through a consultant hired by the Department to perform surveying, geological sampling and other work as part of a planned road expansion in the area. On January 30, 2013, the Board approved a one-year renewal with Exxon Mobil Corporation to permit continued work on the site, which included surveying, geological sampling and other related work. This second addendum extends the period of the agreement through November 9, 2015.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the second addendum to the site access agreement with Exxon Mobil Corporation.

MINUTESDepartment of Transportation - On-Call Task Assignment**ACTION REQUESTED OF B/E:**

The Board is requested to approve the assignment of task no. 3 under Project No. 1162, Reconstruction and Resurfacing Projects to Wallace Montgomery & Associates.

AMOUNT OF MONEY AND SOURCE:

\$22,898.97 - 9950-913202-9527-900020-703032

BACKGROUND/EXPLANATION:

This authorization provides for completion of comprehensive traffic data collection and analysis for a no-build alternative and two-build alternatives for improving Eutaw Street from south of Pratt Street to north of Franklin Street. The data collection and analysis will be used to support the conceptual design of improvements for the Eutaw Street corridor.

MBE/WBE PARTICIPATION:

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

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

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$22,898.97	9950-911202-9528	9950-913202-9527-3
GF (HUR)	Constr. Reserve	Design & Study
	Westside Strategic	Westside Strategic
	Infrastructure	Infrastructure

This transfer will provide funds to cover the costs associated with Task No. 3, Project 1162, for On-Call Consultant Services for Reconstruction and Resurfacing Projects assigned to Wallace, Montgomery & Associates.

MINUTES

Dept. of Transportation - cont'd

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 3 under Project No. 1162, Reconstruction and Resurfacing Projects to Wallace Montgomery & Associates. 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.

MINUTESBureau of Water & Wastewater - Joint Funding Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Joint Funding Agreement with the Department of the Interior, United States Geological Survey (USGS). The period of the agreement is October 1, 2013 through September 30, 2014.

AMOUNT OF MONEY AND SOURCE:

\$113,725.00	-	2071-000000-5181-399800-603026	(Water Utility)
43,050.00	-	2070-000000-5181-399700-603026	(Wastewater Utility)
2,100.00	-	2071-000000-5521-632620-603026	(Water Utility)
<u>\$158,875.00</u>			

BACKGROUND/EXPLANATION:

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

The USGS has been under contract to operate the City's Reservoir Stream Gauging Network since 1982. The data collected is used to estimate pollutant loadings and flow to the reservoirs and is vital to the City's Reservoir Management Program.

The Moores Run station is required under the National Pollution Discharge Elimination System Permit program and has been in service since 1995. The station on Stony Run will help the City monitor the effect of sanitary sewer discharges on receiving waters and document improvements to sanitary sewer infrastructure repairs as required by the Consent Decree between the City and U.S. Department of Justice.

MINUTES

Bureau of Water & Wastewater - cont'd

STREAM-GAGING OPERATIONS AND MAINTENANCE

<u>STATIONS</u>	<u>Operation & Maintenance Cost Funding</u>	
	<u>BALTIMORE CITY</u>	<u>USGS</u>
Gunpowder Falls at Hoffmanville	\$ 14,350.00	\$ 0.00
Grave Run near Beckleysville	14,350.00	0.00
Georges Run near Beckleysville	14,350.00	0.00
Gunpowder Falls near Parkton**	16,450.00	0.00
Little Falls at Blue Mount	8,395.00	5,955.00
Gunpowder Falls at Glencoe	14,350.00	0.00
Western Run at Western Run	8,395.00	5,955.00
Beaverdam Run at Cockeysville	8,395.00	5,955.00
Herring Run at Sinclair Lane at Baltimore	0.00	5,000.00
Moores Run tributary at Baltimore	14,350.00	0.00
Moores Run at Baltimore	14,350.00	0.00
Beaver Run near Finksburg	8,395.00	5,955.00
Morgan Run near Louisville	8,395.00	5,955.00
Stony Run at Baltimore	14,350.00	0.00
	<u>\$158,875.00</u>	<u>\$34,775.00</u>

** Gunpowder Falls near Parkton includes \$2,100 for operation and maintenance of a temperature probe.

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 Joint Funding Agreement with the Department of the Interior United States Geological Survey.

MINUTES

Bureau of Water & Wastewater - Partial Release of Retainage Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a partial release of retainage agreement for Cruz Contractors, LLC for Sanitary Contract 871R, Improvements to Herring Run Interceptors, Phase I.

AMOUNT OF MONEY AND SOURCE:

\$584,367.93 - 9956-911411-9551-000000-200001

BACKGROUND/EXPLANATION:

Cruz Contractors, LLC was granted conditional acceptance of Sanitary Contract 871R on March 27, 2013. The contractor has accordingly requested a partial release of retainage in the amount of \$584,367.93.

As of March 26, 2013, the project was 100% complete. The City holds \$634,367.93 in retainage. The remaining \$50,000.00 of the total retainage is sufficient to protect the interests of the City and the surety.

MWBOO HAS APPROVED THE RELEASE.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of a partial release of retainage agreement for Cruz Contractors, LLC for Sanitary Contract 871R, Improvements to Herring Run Interceptors, Phase I.

MINUTES

Bureau of Water and Wastewater - Amendment No. 1 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of amendment no. 1 to agreement with PHRA/Hazen & Sawyer, P.C., Joint Venture for WC 1173, Design of Guilford Finished Water Reservoir Improvements. The amendment no. 1 to agreement extends the period of the agreement for six months through June 14, 2014.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On December 15, 2010, the Board approved an agreement with PHRA/Hazen & Sawyer, P.C., Joint Venture in the amount of \$1,803,353.00 for the design and improvement to the Guilford Finished Water Reservoir. These improvements called for the demolition of the existing finished water reservoir and for the replacement of the existing reservoir with two buried pre-stressed concrete finished water storage tanks for a period of 36 months. Over the course of the design, there have been periodic delays associated with community involvement that delayed 100% submittal, coordination with the design consultant for Water Contract 1120 Guilford Pumping Station Rehabilitation Design, (which took place on July 16, 2013) and a follow-up meeting with the City's Environmental Services Division which took place on August 6, 2013.

The additional design modifications are now required to provide temporary electrical service, provisions for temporary instrumentation, and temporary interconnections for separation of work under Water Contract 1173, Design of Guilford Finished Water Reservoir Improvements. The original temporary facilities for Guilford Reservoir project were designed under Guilford Pumping Station project and housed in the new outbuilding.

The CHAP's Board directed to remove the stand-by generator from the proposed outbuilding under the pumping station project that caused delays and additional redesign cost to the City.

MINUTESBureau of Water and Wastewater - cont'd

The Department is now requesting a six month extension from December 15, 2013 to June 14, 2014 at no cost to the City.

MBE/WBE PARTICIPATION:

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

AUDITS NOTED THE TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of amendment no. 1 to agreement with PHRA/Hazen & Sawyer, P.C., Joint Venture for WC 1173, Design of Guilford Finished Water Reservoir Improvements.

MINUTESBureau of Water and Wastewater - On-Call Task Assignments

The Board is requested to approve and authorize the various task assignments to the following consultants. The original agreement will expire on April 24, 2016.

	<u>Consultant</u>	<u>Task Number</u>	<u>Amount</u>
1.	MALCOLM PIRNIE, INC.	002	\$403,612.45

The Board is requested to approve and authorize the assignment of Task No. 002 to Malcolm Pirnie, Inc. under Project 1303, On-Call Construction Management Assistance Inspection Services. This task assignment provides authorization for inspection services to be performed for W.C. 1225, West Forest Park Avenue, Mohawk Avenue and Keswick Road Water Main Improvements. The period of the task assignment is nine months.

Account: 9960-910703-9557-900020-705032

2.	MALCOLM PIRNIE, INC.	003	\$335,079.36
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The Board is requested to approve and authorize the assignment of Task No. 003 to Malcolm Pirnie, Inc. under Project 1303, On-Call Construction Management Assistance Inspection Services. This task assignment provides authorization for inspection services to be performed for W.C. 1256, Meter Setting Installations and Water Main Replacement Various Locations, Patterson Park vicinity. The period of the task assignment is ten months.

Account: 9960-905658-9557-900020-703032

MINUTES

BW&WW - cont'd

	<u>Consultant</u>	<u>Task Number</u>	<u>Amount</u>
3.	MALCOLM PIRNIE, INC.	004	\$376,797.74

The Board is requested to approve and authorize the assignment of Task No. 004 to Malcolm Pirnie, Inc. under Project 1303, On-Call Construction Management Assistance Inspection Services. This task assignment provides authorization for inspection services to be performed for W.C. 1255 Meter Setting Installations and Water Main Replacements at Various Locations, East Baltimore and Locust Point. The period of the task assignment is ten months.

Account: 9960-905658-9557-900020-705032

4.	MALCOLM PIRNIE, INC.	005	\$453,731.67
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The Board is requested to approve and authorize the assignment of Task No. 005 to Malcolm Pirnie, Inc. under Project 1303, On-Call Construction Management Assistance Inspection Services. This task assignment provides for inspection services to be performed for W.C. 1202 Fells Point/Butchers Hill Area Infrastructure Rehabilitation. The period of the task assignment is 11 months.

Account No. 9960-904706-9557-900020-705032

5.	MALCOLM PIRNIE, INC.	006	\$402,345.31
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The Board is requested to approve and authorize the assignment of Task No. 006 to Malcolm Pirnie, Inc. under Project 1303, On-Call Construction Management Assistance Inspection Services. This task assignment provides for inspection services to be performed for W.C. 1240 Meter Setting Installations and Water Main Replacements at Various Locations, West Baltimore. The period of the task assignment is ten months.

Account No. 9960-905658-9557-900020-705032

MINUTESBW&WW - cont'd

	<u>Consultant</u>	<u>Task Number</u>	<u>Amount</u>
6.	RUMMEL, KLEPPER & KAHL, LLP	025	\$137,753.50

The Board is requested to approve and authorize the assignment of Task No. 025 to Rummel, Klepper & Kahl, LLP under Project 1301 On-Call Inspection Services. This task assignment provides for inspection services to be performed for SC 915 Improvements to Primary Settling Tank No. 11 at Back River Wastewater Treatment Plant. The period of the task assignment is 12 months.

Account No. 9956-905545-9551-900020-705032

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized the foregoing On-Call Task Assignments.

MINUTESBureau of Water & Wastewater - Payment of Outstanding Invoice**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize payment of an outstanding invoice no. 21254 from Mixing & Mass Transfer Technologies, LLC. (M²T Technologies)

AMOUNT OF MONEY AND SOURCE:

\$81,750.00 - 2070-000000-5501-396924-603026

BACKGROUND/EXPLANATION:

The Department of Public Works, Bureau of Water & Wastewater is requesting authorization to pay an outstanding invoice from M²T Technologies in the amount of \$81,750.00. In March 2007, a change order under Purchase Order No. 180677 was released to M²T Technologies to upgrade the Patapsco Wastewater Treatment Plant's #1 and #2 Liquid Oxygen Plants (LOX) instrumentation packages.

The upgrade instrumentation controls upgrades included a change out of the old LOX Plant instrumentation, which was over 25-years old and replaced it with state-of-the-art instrumentation controls. During this time, there were other sanitary contract upgrades in progress for the LOX Plant which caused M²T Technologies to work intermittently for several years waiting for the construction to be completed. Also, there were equipment problems with the LOX Plant that contributed to the delay. These problems caused numerous setbacks throughout the instrumentation upgrade process, delaying the completion of work until March 2013. By this time, the purchase order had expired and there was no way to pay for the work.

Although the work was not completed by the specified purchase order ending date, the purchase order was closed out due to the change over to the new CitiBuy system. The work was completed in March 2013 and a final invoice was received.

MINUTESBureau of Water & Wastewater - cont'd

The final invoice is in the amount of \$81,750.00 and a new payment mechanism must be implemented to conform to the CitiBuy policies.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized payment of the outstanding invoice no. 21254 from Mixing & Mass Transfer Technologies, LLC.

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President: "If there is no more business before the Board the meeting will recess until bid opening at twelve noon."

MINUTES

Clerk: "The Board is now in session for the receiving and opening of bids."

BIDS, PROPOSALS AND CONTRACT AWARDS

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

- Bureau of Water and Wastewater - SC 913, Improvements to the Western Portion of the Sanitary Sewers in the Low Level Sewershed
BIDS TO BE RECV'D: 11/06/2013
BIDS TO BE OPENED: 11/06/2013
- Bureau of Purchases - B50003075, City of Baltimore Web Site Redesign and Hosting
BIDS TO BE RECV'D: 11/06/2013
BIDS TO BE OPENED: 11/06/2013

MINUTES

Thereafter, UPON MOTION duly made and seconded, the Board received, opened and referred the following bids to the respective departments for tabulation and report:

Department of General Services - GS 13808, Library #28
Generator Access and Fueling
BIDS TO BE RECV'D: 10/30/2013
BIDS TO BE OPENED: 10/30/2013

Andrews Construction, Inc.

Department of Recreation and
and Parks - RP 12819, Druid Hill Park
Pavillion Reconstruction
BIDS TO BE RECV'D: 10/30/2013
BIDS TO BE OPENED: 10/30/2013

C & N Associates, LLC
JLN Construction Services, LLC
E. Pikounis Construction Co.,
Inc.
Bensky Construction Co., LLC
DSM Properties, LLC
Worcester Eisenbrandt, Inc.

Bureau of Purchases - B50003206, Fuel Tanker Truck
BIDS TO BE RECV'D: 10/30/2013
BIDS TO BE OPENED: 10/30/2013

Harbor Truck Sales & Services
t/a Baltimore Freightliner
Beltway International

MINUTES

Bureau of Purchases

- B50003208, Crawler Loader
- BIDS TO BE RECV'D: 10/30/2013**
- BIDS TO BE OPENED: 10/30/2013**

Jesco, Inc.

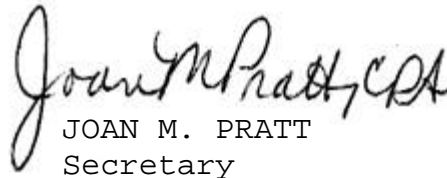
Bureau of Purchases

- B50003132, Baltimore Citizens Planning Survey
- BIDS TO BE RECV'D: 10/30/2013**
- BIDS TO BE OPENED: 10/30/2013**

Schaefer Center for Public Policy, University of Baltimore

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There being no objections, the Board UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, November 6, 2013.


 JOAN M. PRATT
 Secretary