

MINUTES**REGULAR MEETING**

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

In the absence of the Honorable Joan M. Pratt, Comptroller and Secretary, Ms. Bernice H. Taylor, Deputy Comptroller and Clerk, sat and acted on her behalf.

President: "Good morning. The June 3, 2015 meeting of the Board of Estimates is now called to order. Um -- in the interest of promoting the order and efficiency of these hearings, persons who are disruptive to the hearing will be asked to leave the hearing room immediately. I will direct the Board members attention to the memorandum from my office dated June 1, 2015 identifying matters to be -- to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all the items contained on the routine agenda."

MINUTES

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

Director of Public Works: "Second."

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

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

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

BMC Services, LLC	\$ 1,500,000.00
Bradshaw Construction Corporation	\$ 96,732,000.00
Brown's Enterprises, Inc.	\$ 1,500,000.00
Chilmar Corporation	\$ 8,000,000.00
Enterprise Electric Company	\$ 126,369,000.00
Independence Excavating, Inc.	\$ 380,709,000.00
M&V Contractual Services, Inc.	\$ 1,500,000.00
Nu-Vision Technologies, LLC	\$1,581,228,000.00
d/b/a Black Box Network Services	
PCL Civil Constructors, Inc.	\$ 463,671,000.00
RWC Contracting, LLC	\$ 8,000,000.00

2. Prequalification of Architects and Engineers

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

City Scape Engineering, LLC	Engineer
McKim & Creed, P.A.	Engineer
Mercado Consultants, Inc.	Engineer

MINUTES**BOARDS AND COMMISSIONS** - cont'd

Perkins Eastman	Architect
SAMMS Engineering, LLC	Engineer
Ziger/Snead LLP Architects	Architect

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

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 - Options</u>			
1. Joseph Osbourne	4675 Park Heights Ave.	F/S	\$20,000.00
2. Leonard B. Williams	4811 Park Heights Ave.	F/S	\$12,100.00
3. Allegra Riley	4838 Park Heights Ave.	F/S	\$55,000.00

Funds are available in account no. 9910-903183-9588-900000-704040, Park Heights Project.

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

UPON MOTION duly made and seconded, the Board approved the foregoing options.

MINUTES

Department of Planning - Report on Previously
Approved Transfers of Funds

At previous meetings, the Board of Estimates approved Transfers of Funds subject to receipt of favorable reports from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter. Today, the Board is requested to **NOTE 5** favorable reports by the Planning Commission on May 21, 2015, on Transfers of Funds approved by the Board of Estimates at its meetings on May 13, 2015.

The Board **NOTED 5** favorable reports by the Planning Commission on May 21, 2015, on Transfers of Funds approved by the Board of Estimates at its meeting on May 13, 2015.

MINUTESDepartment of General Services - Minor Privilege Permit Applications

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

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 1201 S. Charles Street	Charles Street Land, LLC	Two bracket banner signs @ 64"x26"
Annual Charge: \$ 140.60		
2. 1415 Washington Boulevard	Pigtown Ale House, LLC	One blade sign @ 3'x1'10", one flat sign @ 14'6"x6'
Annual Charge: \$ 70.30		
3. 511 S. Central Avenue	511 South Central Ave., LLC	Outdoor seating @ 45'2'
Annual Charge: \$ 477.50		
4. 2924 O'Donnell Street	Albert Tseng	One flat sign @ 3'x6', one bracket sign @ 2'x4'
Annual Charge: \$ 87.90		

Since no protests were received, there are no objections to approval.

MINUTES

Department of General Services - cont'd

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

MINUTES

Department of General Services - Developer's Agreement No. 1406

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Developer's Agreement No. 1406 with 130 East Fort Avenue, LLC.

AMOUNT OF MONEY AND SOURCE:

\$13,288.00

BACKGROUND/EXPLANATION:

The Developer would like to install new water service to their proposed new construction located in the vicinity of the 1400 block of Sumwalt Court. This Developer's Agreement will allow the organization to do their own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$13,288.00 has been issued to 130 East Fort Avenue, LLC which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of Developer's Agreement No. 1406 with 130 East Fort Avenue, LLC.

MINUTES

Department of General Services - Easement Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Easement Agreement with APS East Coast, Inc. and the Maryland Port Authority (MPA).

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The MPA requested that the Department agree to allow an existing storm water pipe to be relocated in an effort to allow the MPA to reconstruct the outfall to create a larger leased area for its current tenant.

Once relocated a small section of the new outfall will be on property of APS East Coast, Inc. APS East Coast, Inc. has also approved this Easement Agreement.

The Agreement is late because of administrative reviews and approval.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Easement Agreement with APS East Coast, Inc. and the Maryland Port Authority.

MINUTES

Department of General Services - Right-of-Entry Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Right-of-Entry Agreement with Mount Carmel Baptist Church.

AMOUNT OF MONEY AND SOURCE:

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

BACKGROUND/EXPLANATION:

The Department of Public Works wishes to enter onto the property known as 4909 Harford Road and owned by Mount Carmel Baptist Church for the purpose of performing soil borings consistent with the City Project BC 1154.1.

The City needs access and permission to enter onto private property to make the repairs and complete the work.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Right-of-Entry Agreement with Mount Carmel Baptist Church.

MINUTES

Health Department - Employee Expense Statement

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense statement for Ms. Lois George for the month of January 2015.

AMOUNT OF MONEY AND SOURCE:

\$ 5.18 - 1001-000000-3100-295900-603002
260.84 - 1001-000000-3100-295900-604003
\$266.02

BACKGROUND/EXPLANATION:

Ms. George submitted her expense statement within the required time frame, however, she had to resubmit it due to mistakes.

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

The Department apologizes for the lateness of this request.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expense statement for Ms. Lois George for the month of January 2015.

MINUTES

Health Department - Employee Expense Statement

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense statement for Ms. Freida A. Jones for the month of January 2015.

AMOUNT OF MONEY AND SOURCE:

\$79.35 - 5000-533115-3044-273300-603002
15.50 - 5000-533115-3044-273300-603003
\$94.85

BACKGROUND/EXPLANATION:

Ms. Jones submitted her expense statement within the required time frame; however it was misplaced during the administrative review process.

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

The Department apologizes for the lateness of this request.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expense statement for Ms. Freida A. Jones for the month of January 2015.

MINUTES

Health Department - Employee Expense Statement

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense statement for Ms. Megan Shipley for the month of December 2014.

AMOUNT OF MONEY AND SOURCE:

\$293.87 - 5000-520115-3030-702900-604003

BACKGROUND/EXPLANATION:

Ms. Shipley submitted her expense statement within the required time frame; however, it was misplaced.

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

The Department apologizes for the lateness of this request.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expense statement for Ms. Megan Shipley for the month of December 2014.

MINUTES

Health Department (BCHD) - Agreements and an
Amendment to Agreement

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

AGREEMENTS

1. **HEALTH CARE ACCESS MARYLAND, INC. (HCAM) \$10,216.00**

Account: 5000-52115-3023-274001-603051

The HCAM will collaborate with the Department's Needle Exchange Program named "The Block Project." The HCAM will provide one outreach worker to assist clients with applying for health insurance benefits, birth certificates, and/or identification for purposes of entering drug treatment. The HCAM will assist insured clients and/or those who obtain insurance with navigating the system. It will also refer pregnant clients to the Maternal and Child Health program for long term case management services and provide connection to wrap around services as applicable, such as housing assistance, food stamps, and job training. The period of the Agreement is July 1, 2014 through June 30, 2015.

The Agreement is late because budget revisions delayed its processing.

2. **RUTH CANAN \$10,000.00**

Account: 1001-000000-3021-268400-603018

Ruth Canan will function as a Hearing Officer-Environmental Health to provide for the resolution of disputes arising as

MINUTESHealth Department - cont'd

a result of licensing, regulation, and enforcement of certain activities administered by the Department's Environmental Health Section in accordance with the Baltimore City Code and/or Rules and Regulations promulgated thereunder by the City. The period of the Agreement is July 1, 2015 through June 30, 2016.

3. **BON SECOURS BALTIMORE** **\$90,000.00**
HEALTH CORPORATION

Account: 4000-499014-3023-513201-603051

The organization will complete at least 3,000 HIV tests at Bon Secours Hospital, ensure the provision of HIV test results to all patients with particular attention paid to reaching patients with HIV-positive test results. The provider will actively link all patients newly diagnosed with HIV to medical care and confirm attendance to the first appointment, and offer linkages to HIV prevention services for patients newly diagnosed with HIV infection in order to promote risk reduction, and comply with all HIV testing, reporting, and documentation requirements including timely submission of data required by the Centers of Disease Control and Prevention. The period of the Agreement is January 1, 2015 through December 31, 2015.

The Agreement is late because it was delayed during the administrative review process.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

4. **SINAI HOSPITAL OF BALTIMORE, INC.** **\$80,000.00**

Account: 4000-499015-3023-513201-603051

The organization will complete at least 2,665 HIV tests during the project period, ensure the provision of confirmatory HIV testing for all patients with reactive rapid preliminary tests, ensure the provision of HIV test results to all patients with particular attention paid to reaching patients with HIV-positive test results, and provide post-test prevention counseling for all patients newly diagnosed with HIV infection. The organization will comply with all HIV testing, reporting, and documentation requirements including timely submission of data as required by the Centers for Disease Control and Prevention, the Maryland Department of Health and Mental Hygiene and the BCHD. The period of the Agreement is January 1, 2015 through December 31, 2015.

The Agreement is late because of a delay during the administrative review process.

MWBOO GRANTED A WAIVER.

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

Account: 4000-499015-3023-513200-603051

The organization will focus on increased HIV and retention of care outreach and marketing efforts within the faith community in order to launch additional services at the Eastern Sexually Transmitted Disease Clinic. The period of the Agreement is January 1, 2015 through December 31, 2015.

The Agreement is late because budget revisions delayed processing.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

6. **NEW VISION HOUSE OF HOPE, INC.** **\$14,515.00**

Account: 5000-530315-3041-605800-603051	3,000.00
5000-570315-3041-605800-603051	11,515.00

The organization will work with the BCHD on tobacco control issues that relate to illegal sale of tobacco products. Conduct face-to-face education with 150 tobacco retailers on the local and State tobacco control laws (product placement, sales to under-age youth, single cigarette sale) and productive supportive literature on the laws. The period of the Agreement is February 1, 2015 through June 30, 2015.

The Agreement is late because DHMH did not approve the grant application until September 2014. The tobacco sub-grants went out to bid mid-October and were submitted to the BCHD in late October. Sub-grantees were selected in November 2014.

7. **THE ARC BALTIMORE, INC.** **\$ 0.00**

The ARC Baltimore, Inc. will serve as a volunteer station for the Senior Companion Program. A grant from the Corporation for National and Community Service, funds the Senior Companion Program. The grant pays 100% of the cost for Senior Companions to volunteer to assist special needs clients who want to remain in their homes. While the Senior Companions are on duty, the grant provides for their life insurance, transportation and other benefits. The period of the Agreement is June 1, 2015 through June 30, 2015.

MINUTES

Health Department - cont'd

8. **AMBER C. SUMMERS** **\$10,000.00**

The consultant, Amber C. Summers will work with the Department to monitor and evaluate implementation of the CVS-Tobacco Initiative. The purpose of the CVS-Tobacco Initiative is to reduce maternal exposure to substances at preconception, during pregnancy, and postpartum. This is a key priority for the Department's Bureau of Maternal and Child Health and B'More for Healthy Babies (BHB) initiative.

The monitoring of this new initiative will enable the Department and the BHB to evaluate the degree to which the program is being delivered as intended, identify steps to improve implementation, and determine the impact of the initiative on its stated goals. The period of the Agreement is March 1, 2015 through September 30, 2015.

The Agreement is late because of the time needed to finalize the scope of work and budget.

AMENDMENT TO AGREEMENT

9. **HEALTHCARE ACCESS MARYLAND, INC. (HCAM)** **\$17,100.00**

Account: 4000-421015-3080-294600-603051

On August 27, 2015, the Board approved the original agreement with the organization for \$1,726,850.00 for the period of July 1, 2014 through June 30, 2015.

The Department received supplemental funding from the DHMH for the HCAM to purchase monitors and laptops. The Amendment to Agreement increases the amount of the agreement to \$1,743,950.00.

MINUTES

Health Department - cont'd

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED (EXCEPT FOR ITEM NO. 7) AND HAD NO OBJECTION.

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

MINUTESHealth Department - Ratification of Agreement

The Board is requested to ratify the Agreement with Associated Black Charities, Inc. (ABC). The period of the Agreement is March 1, 2014 through February 28, 2015.

AMOUNT OF MONEY AND SOURCE:

\$719,169.00 - 4000-427714-3023-599610-600000

BACKGROUND/EXPLANATION:

The ABC as the Administrative Fiscal Agent for the Ryan White Part A program provides funds to support STD clinic services.

The Health Department utilizes the funds to ensure the continued accessibility and availability of comprehensive mental health and substance abuse services, and primary medical care. The Health Department also provides medically necessary short-term medical supplies and medication, HIV patient medical treatment, client advocacy services and transportation assistance to persons living with HIV/AIDS.

The Agreement is late because of revisions to the template and because of staff changes at ABC and the Health Department.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board ratified the Agreement with Associated Black Charities, Inc. Acting on behalf of the Honorable Joan M. Pratt, Comptroller and Secretary, the Deputy Comptroller and Clerk, Bernice H. Taylor, **ABSTAINED**.

MINUTES

Health Department - Notification of Grant Award (NGA)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of the NGA with the Maryland Department of Aging (MDoA) for State Allocations.

AMOUNT OF MONEY AND SOURCE:

(\$33,045.00) - 5000-535415-3044-273300-405001

BACKGROUND/EXPLANATION:

The original NGA was approved on October 15, 2014 for the amount of \$2,873,734.00. The revised NGA is being reduced by \$33,045.00 for the Senior Care Program. The new total amount of this NGA is \$2,840,689.00.

Approval of this NGA will allow the Department to accept and utilize funds received from the MDoA for State funded programs. These funds will provide a variety of services for older adults residing in the City.

The NGA is late because it was just received from MDoA.

AUDITS NOTED THE REVISED GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the NGA with the Maryland Department of Aging for State Allocations.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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| 4. | <u>SOCRATA, INC.</u> | <u>\$ 175,659.00</u> | <u>Renewal</u> |
| | Contract No. 06000 - Open Data Portal Hosting Agreement - Mayor's Office of Information Technology - Req. No. R629414 | | |

On June 5, 2013, the Board approved the initial award in the amount of \$175,659.00. The award contained four 1-year renewal options. On May 14, 2014, the Board approved the first renewal in the amount of \$175,659.00. This second renewal in the amount of \$175,659.00 is for the continuation of web based software application services to host the OpenBaltimore website (<http://data.baltimorecity.gov>). The period is June 6, 2015 through June 5, 2016, with two 1-year renewal options remaining.

MWBOO GRANTED A WAIVER.

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| 5. | <u>TELECOMMUNICATION SYSTEMS, INC.</u> | <u>\$15,000,000.00</u> | <u>Renewal</u> |
| | Contract No. B50002831 - Providing Enterprise Technology Staffing Support - Mayor's Office of Information Technology, Baltimore City Police Department, Housing and Community Development, Department of Transportation, etc. - P.O. No. P523800 | | |

On June 12, 2013, the Board approved the initial award in the amount of \$20,000,000.00. The award contained two 1-year renewal options. This renewal in the amount of \$15,000,000.00 is for the period June 19, 2015 through June 18, 2016, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

MWBOO SET GOALS OF 24% MBE AND 9% WBE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>		<u>AWARD BASIS</u>	
<u>Bureau of Purchases</u> - cont'd				
	<u>Commitment</u>	<u>Performed</u>		
MBE: Bithgroup Technologies, Inc.	17%	\$362,660.00	14.2%	
Serigor	3%	105,054.00	4.1%	
Precision Task Group	4%	141,462.50	5.5%	
	24%	\$609,176.50	23.8%	
WBE: Realistic Computing	9%	\$172,488.50	6.7%	

MWBOO FOUND VENDOR IN COMPLIANCE.

Per contracting agency, vendor has demonstrated good faith efforts. The WBE deficit was the result of fiscal constraints in place at MOIT during the year and vendor was not allowed to backfill any employees who left. Vendor has committed to achieving the goals.

- 6. ALICOMP, A DIVISION OF ALICARE, INC. \$ 50,000.00 Renewal
 Contract No. 06000 - Mainframe Migration and Support Agreement - Mayor's Office of Information Technology - Req. No. P502689

On June 20, 2012, the Board approved the initial award in the amount of \$955,000.00. The award contained two 1-year renewal options. On September 14, 2014, the Board approved an Amendment in the amount of \$918,900.00. This renewal in the amount of \$50,000.00 is for the continuation of remote mainframe hosting and support services.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

The Contractor's remote data center facility currently houses the City's mainframe environment, which hosts critical enterprise revenue generating systems such as Real Property Tax, Parking Citations, and Water Bills. The period of the renewal is June 20, 2015 through June 19, 2016, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

7. N. HARRIS COMPUTER CORPORATION d/b/a SYSTEM INNOVATORS \$ 50,583.00 Renewal
 Contract No. 08000 - Cashier Windows Software Maintenance - Department of Finance - P.O. No. P527710

On June 10, 2009, the Board approved the initial award in the amount of \$37,920.00. The award contained six 1-year renewal options. Five renewal options have been approved. This sixth renewal in the amount of \$50,583.00 is for the period July 1, 2015 through June 30, 2016, with additional renewals subject to agreement by the parties.

MWBOO GRANTED A WAIVER.

8. GALLAGHER BENEFIT SERVICES, INC., FOX LAWSON & ASSOCIATES DIVISION \$ 0.00 Renewal
 Contract No. 08000 - Job Classification and Compensation System - Department of Human Resources - P.O. No. P525738

On November 27, 2013, the Board approved the initial award in the amount of \$210,000.00. This sole renewal in the amount of \$0.00 is for the period June 1, 2015 through June 30, 2016.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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| 9. RENAISSANCE UNEMPLOYMENT
INSURANCE CONSULTANTS, INC. | \$ 41,760.00 | Renewal |
| Contract No. B50001875 - Administer Unemployment Insurance Program - Human Resources Department - P.O. No. P527918 | | |

On May 11, 2011, the Board approved the initial award in the amount of \$83,520.00. The award contained three 1-year renewal options. Two renewals have been approved. This final renewal in the amount of \$41,760.00 is for the period July 1, 2015 through June 30, 2016.

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

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| 10. AIR LIQUIDE INDUSTRIAL
U.S. LP | \$ 200,000.00 | Renewal |
| Contract No. B50002343 - Liquid Oxygen - Department of Public Works, Bureau of Water and Wastewater - P.O. No. P520756 | | |

On June 27, 2012, the Board approved the initial award in the amount of \$40,035.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$200,000.00 is for the period July 15, 2015 through July 14, 2016, with one 1-year renewal option remaining.

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 - cont'd

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| 11. <u>GEORGE ASSOCIATES, INC.</u> | <u>\$ 40,000.00</u> | <u>Increase</u> |
| Contract No. 06000 - OEM Parts and Service for Mauldin
Manufactured Equipment - Department of General Services,
Fleet Management - P.O. No. 522689 | | |

On February 6, 2013, the Board approved the initial award in the amount of \$100,000.00. The award contained two 1-year renewal options. Due to increased usage an increase in the amount of \$40,000.00 is necessary. This increase in the amount of \$40,000.00 will make the total award amount \$140,000.00. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

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| 12. <u>QIAGEN, INC.</u> | <u>\$ 52,948.40</u> | <u>1st Amendment</u> |
| Contract No. 08000 - EZ1 Advanced XL Robot - Baltimore City
Police Department - Req. No. R694409 | | |

The Board is requested to approve and authorize execution of the First Amendment to Agreement with Qiagen Inc.

On December 24, 2014, the Board approved the initial award in the amount of \$51,173.45. The vendor is the sole source provider of the EZ1 Advanced XL Robot. This technology is not available from any other distributor or dealer. The 1st Amendment to Agreement will increase the amount by \$52,948.40 and amend the contract to update the EZ1 Advanced XL Robot and add additional equipment.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

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

13. MANUFACTURER & TRADERS		1 st Amendment
TRUST d/b/a M&T BANK	\$ 0.00	to Agreement
Contract No. B50003351 - General Banking Services - Department of Finance - P.O. No. P528510		

The Board is requested to approve and authorize execution of the First Amendment to Agreement with Manufacturers & Traders Trust d/b/a M&T Bank. The contract expires on September 30, 2017 with two 1-year renewal options.

On August 27, 2014, the Board approved the initial award in the amount of \$414,414.17. This amendment provides a much more detailed description of the specifications and obligations of the parties. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

14. M.C. DEAN INC.	\$ 83,570.00	Selected Source
Contract No. 06000 - Services for Network Performance Level 100 Upgrades - Baltimore Convention Center - Req. No. R693366		

M.C. Dean, Inc. is the exclusive technology services provider for the Baltimore Convention Center and is responsible for managing and maintaining their entire network and telecommunications systems. This contract is for upgrade services which are out of the scope of the current maintenance contract.

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.

15. C.N. ROBINSON LIGHTING		Cooperative
SUPPLY COMPANY INCORPORATED	\$300,000.00	Contract
Baltimore Regional Cooperative Purchasing Committee - Solicitation No. 15-021- Lamps and Ballasts, Large and Specialty - Agencies - Various - Req. Nos. Various		

Vendors were solicited by posting through the Baltimore Regional Cooperative Purchasing Committee with Anne Arundel County as the lead agency. Seven bids were received by the lead agency on March 10, 2015, which agency subsequently awarded the contract to the lowest responsive and responsible bidder.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Authority is requested to award a contract to the successful vendor. The period of the award is July 1, 2015 through June 30, 2016, with four 1-year renewal options. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, increases to contracts, extensions, and the Cooperative Contract. The Board further approved and authorized execution of the 1st Amendment to Agreement with Qiagen, Inc. (item no. 12) and the 1st Amendment to Agreement with Manufacturer & Traders Trust d/b/a M&T Bank (item no. 13). Acting on behalf of the Honorable Joan M. Pratt, Comptroller and Secretary, the Deputy Comptroller and Clerk, Bernice H. Taylor, Voted **NO** on item no. 5.

MINUTES

Department of Public Works/Office - Partial Releases of
of Construction & Engineering Retainages

The Board is requested to approve and authorize execution of the Partial Releases of Retainages Agreements with various Contractors:

<u>Contractors</u>	<u>Contract No.</u>	<u>Amount</u>
1. ALLIED CONTRACTORS, INC.	SWC 7763	\$ 59,393.54

Account: 9958-907102-9520-000000-200001

All work on SWC 7763, Drainage Repairs and Improvements at Various Locations is substantially completed. The City holds funds in the amount of \$79,191.39. The contractor has accordingly requested a Partial Release of Retainage of \$59,393.54. The remaining \$19,797.85 is sufficient to protect the interests of the City.

2. SPINIELLO COMPANIES	WC 1202	\$166,376.68
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Account: 9960-904706-9557-000000-200001

On September 11, 2014, the contractor was granted Conditional Acceptance of WC 1202, Fells Point/Butchers Hill Infrastructure Rehabilitation. The City holds funds in the amount of \$233,165.00. The contractor has accordingly requested a Partial Release of Retainage of \$166,376.68. The remaining \$66,788.32 is sufficient to protect the interests of the City.

MINUTES

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

3. **SPINIELLO COMPANIES** WC 1263 **\$ 95,655.00**

Account: 9960-905659-9557-000000-200001

On July 3, 2014, the contractor was granted Conditional Acceptance of WC 1263, SBIC Neighborhood Water Main Replacement and Relocations. The City holds funds in the amount of \$136,650.00. The contractor has accordingly requested a Partial Release of Retainage of \$95,655.00. The remaining \$40,995.00 is sufficient to protect the interests of the City.

4. **MONUMENTAL PAVING & EXCAVATING, INC.** WC 1224 **\$138,344.40**

Account: 9960-910703-9557-000000-20001

On November 11, 2014, the contractor was granted Conditional Acceptance of WC 1224, Carver Vo-Tech High School Area Water Main Replacement. The City holds funds in the amount of \$197,634.85. The contractor has accordingly requested a Partial Release of Retainage of \$138,344.40. The remaining \$59,290.45 is sufficient to protect the interests of the City.

MWBOO APPROVED THE PARTIAL RELEASES OF RETAINAGES.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Partial Releases of Retainages Agreements with the listed Contractors.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 2 to Agreement with Moffatt & Nichol, Project 1154.1, On-Call Consultant Storm Water Study and Engineering Design Services. The Amendment No. 2 to Agreement will extend the Agreement through November 9, 2016.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The current agreement expires on November 9, 2015.

To continue to improve the City's aging storm drain system, the Storm Water Engineering Office is requesting a second extension to the existing On-Call Agreement 1154.1, Storm Water Study & Engineering Design Services. This extension will allow Moffatt & Nichol to continue and complete required civil engineering services to study, investigate, and propose recommendations that will modify, upgrade, and repair the storm water drain systems. The work will involve the inspection, serviceability assessment, and structural assessment of various drains to determine the impacts of failure and the structural condition of the drains to determine a plan for maintenance and rehabilitation as part of a Capital Improvement Project. This extension is for time only to complete projects that will continue past the current expiration date. There will be no increase in the upset limit for this extension.

MINUTES

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

MBE/WBE PARTICIPATION:

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

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE TIME EXTENSION AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 2 to Agreement with Moffatt & Nichol, Project 1154.1, On-Call Consultant Storm Water Study and Engineering Design Services.

MINUTES

Department of Public Works/Office - Reimbursement to
of Engineering and Construction Baltimore County

ACTION REQUESTED OF B/E:

The Board is requested to approve reimbursement to Baltimore County for the City's Share of the Fullerton Reservoir.

AMOUNT OF MONEY AND SOURCE:

\$1,184,929.77 - 9960-905722-9557

BACKGROUND/EXPLANATION:

Baltimore County has awarded a design project to replace the Fullerton Reservoir utilizing tanks. The City's portion of total design costs is estimated to be \$1,184,929.77. The County will invoice the City as costs are incurred and paid for this project.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,250,000.00	9960-903717-9558	
Water Revenue	Constr. Reserve	
Bonds	Fullerton Finished	
	Water Reservoir	
\$1,184,929.77	-----	9960-905722-9557-3
		Engineering
65,070.23	-----	9960-905722-9557-9
<u>\$1,250,000.00</u>		Admin.-County

MINUTES

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

This transfer will provide funds to cover the City's portion of the total design costs that is estimated to be \$1,184,929.77. There is an extra \$65,070.23 included in this request of \$1,250,000.00 to cover the cost of the City's administrative needs.

UPON MOTION duly made and seconded, the Board approved the reimbursement to Baltimore County for the City's Share of the Fullerton Reservoir. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTES

Department of Housing and - 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 Orchard Gardens Associates Limited Partnership (Orchard Gardens), for the sale of the City-owned property located at 720 Pennsylvania Avenue.

AMOUNT OF MONEY AND SOURCE:

\$48,000.00 - Purchase Price

BACKGROUND/EXPLANATION:

The City will convey all of its rights, title, and interest in 720 Pennsylvania Avenue to Orchard Gardens Associates Limited Partnership. The purchase price of the site will be financed through private funds.

Orchard Gardens is the owner of 640 W. Franklin Street and 714 Pennsylvania Avenue. These two properties contain garden style apartment buildings that almost surround the subject parcel. The purchase of the parcel located at 720 Pennsylvania Avenue in the Seton Hall neighborhood will allow Orchard Gardens to continue to maintain the property as open space, with walkways, planting beds, and recreation areas.

The property has been approved for sale by City of Baltimore Ordinance 14-318, approved December 18, 2014. The property appraised for \$48,000.00, which is also the purchase price of the property.

MINUTES

DHCD - cont'd

MBE/WBE PARTICIPATION:

The Developer will not receive any City funds or incentives for the purchase or redevelopment of the property. 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 Orchard Gardens Associates Limited Partnership (Orchard Gardens), for the sale of the City-owned property located at 720 Pennsylvania Avenue.

MINUTES

Department of Housing and - Intergovernmental Agreement
Community Development (DHCD) for Land Disposition

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Intergovernmental Agreement for Land Disposition with the Housing Authority of Baltimore City (HABC), for the Uniform Federal Accessibility Standards (UFAS)/Bailey Project, for the property known as 5000 Gwynn Oak Avenue.

The Board is also requested to approve a waiver of the City of Baltimore Appraisal Policy for the public purpose in the furtherance of the Bailey Consent Decree and construction of the UFAS.

AMOUNT OF MONEY AND SOURCE:

\$1.00 - Purchase Price

BACKGROUND/EXPLANATION:

The City will convey all of its rights, title, and interest in 5000 Gwynn Oak Avenue to HABC for \$1.00, which will be paid to the City at the time of settlement.

On December 20, 2004, the HABC entered into the Bailey Consent Decree with the United States District Court for the District of Maryland (the Court) to redress alleged violations of Section 504, Title II of the Americans with Disabilities Act (ADA), and the Fair Housing Act and their implementing regulations, 24 CFR Part 8 and 40, 28 CFR Part 35 and 24 CFR Part 100.

The Bailey Consent Decree stipulates that the HABC will make available for occupancy 755 public housing units accessible for persons with mobility impairments in accordance with the UFAS. The units are to be designed as long-term affordable and will remain affordable for a minimum of 40 years.

MINUTES

DHCD - cont'd

The HABC proposes to utilize its Moving to Work Reserve (MTW) to fund the project. As part of its program to comply with the Consent Decree, is building new homes on vacant lots owned by the HABC and the City. The HABC plans to create multiple units at 5000 Gwynn Oak Avenue, a vacant former school building in Howard Park. It is likely that some, but not all of the units, will be in furtherance of the Bailey Consent Decree. The HABC will develop the Project and will procure the services of a residential construction contractor in accordance with 24 CFR Part 85.

The City is authorized to dispose of the property by virtue of Article II, Section 15 of the Baltimore City Charter, and by a City Council Sales Ordinance, approved December 18, 2014; Sales Ordinance 14-317.

STATEMENT OF PURPOSE AND RATIONALE FOR A WAIVER OF THE APPRAISAL POLICY:

An Appraisal was not performed to determine the value of the property and the property will be sold for \$1.00.

The DHCD is requesting the Board to waive the City's Appraisal Policy because the property will be sold at a nominal fee of \$1.00 to the HABC for a public purpose and it is being transferred in furtherance of the Bailey Consent Decree and construction of the UFAS.

MBE/WBE PARTICIPATION:

The Purchaser has agreed to comply with the Minority and Women's Business Enterprise Program of Baltimore City.

MINUTES

DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Intergovernmental Agreement for Land Disposition with the Housing Authority of Baltimore City, for the Uniform Federal Accessibility Standards (UFAS)/Bailey Project, for the property known as 5000 Gwynn Oak Avenue. The Board also approved the waiver of the City of Baltimore Appraisal Policy for the public purpose in the furtherance of the Bailey Consent Decree and construction of the UFAS.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition by gift of the leasehold interest of the property located at 322 N. Bruce Street (Block 0149 Lot 050) and 327 N. Bruce Street (Block 0149 Lot 025) from Ms. Vickie Kersey **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

AMOUNT OF MONEY AND SOURCE:

Ms. Kersey agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00.

BACKGROUND/EXPLANATION:

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

Ms. Kersey has offered to donate the title to the property located at 322 and 327 N. Bruce Street. The City will receive clear and marketable title to the properties, subject only to certain City liens. The listed municipal liens, other than current water bills, will be administratively abated after settlement. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens for 322 and 327 N. Bruce Street are itemized as follows:

322 N. Bruce Street

<u>Real Property Taxes</u>	<u>Tax Year/s</u>	<u>Amount</u>
Tax Sale Cert. #273587	Tax Sale Date 05/20/2013	\$4,264.97
Rental Registration	Registration #802617	1,120.00

MINUTES

DHCD - cont'd

Environmental Citation	Citation #52769395	1,500.00
Real Property Taxes	2014/2015	53.64
" "	2013/2014	64.68
" "	2012/2013	202.51
" "	2011/2012	219.19
" "	2010/2011	51.26
Miscellaneous Bills	Bill #6280416	176.40
" "	" " #6443675	275.68
" "	" " #6535785	151.69
" "	" " #6617450	255.73
" "	" " #6630586	277.33
" "	" " #6683212	250.15
" "	" " #6736664	241.70
" "	" " #6872204	232.41
" "	" " #6922082	123.00
" "	" " #7274517	247.57
" "	" " #7328321	257.64
" "	" " #7375298	230.21
" "	" " #7433857	237.97
" "	" " #7575582	227.04
" "	" " #7626062	248.55
" "	" " #7628605	302.85
	Total Taxes owed	<u>\$11,212.17</u>

327 N. Bruce Street

<u>Real Property Taxes</u>	<u>Tax Year/s</u>	<u>Amount</u>
Tax Sale Cert. #273589 Date 05/20/2013	Tax Sale	\$5,763.02
Rental Registration	Registration #421806	1,196.80
Environmental Citation	Citation #52499324	1,515.00
Real Property Taxes	Tax Year 2014/2015	53.64
" "	" " 2013/2014	64.68
" "	" " 2012/2013	202.51
" "	" " 2011/2012	219.19
" "	" " 2010/2011	44.00

MINUTES

DHCD - cont'd

<u>Real Property Taxes</u>	<u>Tax Year/s</u>	<u>Amount</u>
Miscellaneous Bills	Bill #6152177	98.24
" "	" " #6440895	236.77
" "	" " #6603518	256.25
" "	" " #6874242	214.88
" "	" " #7122989	252.61
" "	" " #7366651	164.69
" "	" " #7575830	214.38
Total Real Property Taxes		<u>\$10,496.66</u>

UPON MOTION duly made and seconded, the Board approved the acquisition by gift of the leasehold interest of the property located at 322 N. Bruce Street (Block 0149 Lot 050) and 327 N. Bruce Street (Block 0149 Lot 025) from Ms. Vickie Kersey **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition by gift of the fee simple interest of the property located at 1011 N. Carey Street (Block 0065 Lot 021) from Ms. Cheryl Queen, owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

AMOUNT OF MONEY AND SOURCE:

Ms. Queen agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00.

BACKGROUND/EXPLANATION:

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

Ms. Queen has offered to donate the title to the property located at 1011 N. Carey Street. The City will receive clear and marketable title to the property, subject only to certain City liens. The listed municipal liens, other than current water bills, will be administratively abated after settlement. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens for 1011 N. Carey Street are itemized as follows:

<u>Real Property Taxes</u>	<u>Tax Year/s</u>	<u>Amount</u>
Tax Sale Cert. #273774	Tax Sale Date 05/20/2013	\$4,108.80
Rental Registration	Reg. #007177	790.80
Environmental Citation	Citation #52046588	235.00
Real Property Taxes	Tax Year 2014/2015	80.46
" "	" " 2013/2014	97.02

MINUTES

DHCD - cont'd

<u>Real Property Taxes</u>	<u>Tax Year/s</u>	<u>Amount</u>
Real Property Taxes	Tax Year 2012/2013	125.77
" "	" " 2011/2012	131.17
" "	" " 2010/2011	199.56
Miscellaneous Bills	Bill No. 6184576	127.22
" "	" " 6192157	215.24
" "	" " 6617732	233.40
" "	" " 6651749	251.83
" "	" " 6916100	131.26
" "	" " 6966550	210.13
" "	" " 7139884	250.50
" "	" " 7316706	279.04
" "	" " 7401060	248.59
" "	" " 7575715	196.94
	Total Taxes owed	<u>\$7,912.73</u>

UPON MOTION duly made and seconded, the Board approved the acquisition by gift of the fee simple interest of the property located at 1011 N. Carey Street (Block 0065 Lot 021) from Ms. Cheryl Queen, owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

MINUTES

Department of Housing and - Expenditure of Funds
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve an Expenditure of Funds to pay the Knights Inn for outstanding invoices for services rendered.

AMOUNT OF MONEY AND SOURCE:

\$38,285.00 - 5000-518813-5825-608400-603026

BACKGROUND/EXPLANATION:

The Knights Inn provided the Lead Hazard Reduction Production Program (program) with services to relocate its clients during the period February 16, 2012 through October 27, 2012. The program requires clients to relocate while their homes are made lead safe.

This Expenditure of Funds will pay outstanding invoices for the relocation of 16 clients. The payment is late because of a processing error, which occurred early in the program's transition from the Health Department to the Department of Housing and Community Development (DHCD), Division of Healthy and Sustainable Homes (Division). During this transitional period, the Division did not have a relocation contract and initially used hotels that the DHCD had for witness protection services.

The Division was supposed to reimburse the DHCD for relocation fees. However, the invoices were not paid to the Knights Inn during the transitional period. The Knights Inn did not bring this issue to the Division's attention until January 2015. The Department then researched each invoice in order to determine the correct amount due to the Knights Inn.

MINUTES

DHCD - cont'd

The policies and procedures for this Program have been updated and revised to include the procedure for processing vendor payments. The processing has been absorbed by the Division's fiscal staff. These issues will not be repeated.

Invoice Number	Invoice Date	Room #	Amount	Check in Date	Check out Date
52411	4/03/2012	250	\$3,055.00	2/16/2012	4/03/2012
52412	4/03/2012	117	\$3,055.00	2/16/2012	4/03/2012
53273	4/12/2012	308	\$1,300.00	3/23/2012	4/12/2012
53271	4/12/2012	314	\$1,300.00	3/23/2012	4/12/2012
53526	4/26/2012	221	\$1,365.00	4/05/2012	4/26/2012
53527	5/03/2012	346	\$1,820.00	4/05/2012	5/03/2012
53514	5/14/2012	352	\$2,600.00	4/04/2012	5/14/2012
53515	5/14/2012	348	\$2,600.00	4/04/2012	5/14/2012
54920	7/18/2012	211	\$2,860.00	6/04/2012	7/18/2012
54975	7/27/2012	259	\$3,185.00	6/08/2012	7/27/2012
54976	7/27/2012	261	\$3,185.00	6/08/2012	7/27/2012
55973	7/30/2012	252	\$1,300.00	7/10/2012	7/30/2012
56583	8/01/2012	109	\$ 65.00	7/31/2012	8/01/2012
58322	1/07/2013	342	\$4,680.00	10/27/2012	1/07/2013
56880	10/25/2012	223	\$4,615.00	8/15/2012	10/25/2012
55974	7/30/2012	254	\$1,300.00	7/10/2012	7/30/2012

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the Expenditure of Funds to pay the Knights Inn for outstanding invoices for services rendered.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve an adjustment to certain rates at the City-owned Little Italy Garage that is managed by the PABC. The Parking Facility Rate Adjustment is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

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

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

The PABC performed a survey of parking rates in the areas surrounding the Little Italy Garage. The rate survey confirmed that the fees charged to parkers at this facility are generally lower than fees charged at other parking facilities within the area. To bring the rates charged at the Little Italy Garage in line with its surrounding facilities, the PABC staff developed the rate adjustment recommendation. The rate adjustments were unanimously approved by the PABC Board of Directors.

MINUTES

PABC - cont'd

Location	Proposed Transient Rate Changes			Proposed Monthly Rate Changes
Little Italy	Regular Transient Rates			Regular Monthly Rate
		Current Rate	Proposed Rate	Last Rate Change
	Up to 2 hrs.	\$ 7.00	\$ 8.00	August 2013
	Up to 3hrs.	\$ 8.00	\$ 9.00	August 2013
	Up to 4 hrs.	\$ 9.00	\$10.00	August 2013
	Up to 5 hrs.	\$10.00	\$11.00	August 2013
	6 – 12 hrs.	\$13.00	\$14.00	August 2013
13 – 24 hrs.	\$14.00	\$15.00	August 2013	
				No Proposed rate adjustment

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the adjustment to certain rates at the City-owned Little Italy Garage that is managed by the PABC.

MINUTES

Department of Law - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release for a lawsuit filed by Ms. Dorothy Thompson, Plaintiff against the Mayor and City Council of Baltimore.

AMOUNT OF MONEY AND SOURCE:

\$50,000.00 - 2036-000000-1752-175200-603070

BACKGROUND/EXPLANATION:

On July 8, 2013, at approximately 10 a.m., Plaintiff Ms. Dorothy Thompson, who is 63 years old, travelled with her adult son to 2436 North Charles Street. Upon leaving a business located at the location, she tripped and fell over a raised portion of the sidewalk. Her fall resulted in the fracturing of her hip and leg.

As a result of her injuries, Plaintiff Thompson had to undergo surgery, rehabilitation, and suffered permanent injury. Ms. Thompson's medical bills amounted to \$38,916.29. As a result of the incident, Plaintiff sought up to \$500,000.00 in damages against the City. In light of the legal issues and injuries suffered by the Plaintiff, and to avoid the risks accompanying trial, the City proposes to settle this matter for a total sum of \$50,000.00, in return for a complete dismissal of the litigation by Plaintiff.

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

MINUTES

Department of Law - cont'd

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release for a lawsuit filed by Ms. Dorothy Thompson, Plaintiff against the Mayor and City Council of Baltimore.

MINUTES

Department of Law - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Settlement Agreement and Release for a negligence, wrongful death and survival action brought by Ms. Yolanda Williams individually, as guardian and next of friend for J.D., as a Personal Representative of the Estate of Jordasha Rollins, and Anthony Rollins against the Mayor and City Council of Baltimore.

AMOUNT OF MONEY AND SOURCE:

\$56,500.00 - 1001-000000-2041-716700-603070

BACKGROUND/EXPLANATION:

On the night of April 16, 2012, a vehicle operated by Yolanda Williams, in which Jordasha Rollins (daughter of Williams) and J.D. (a minor and granddaughter of Williams and daughter of Rollins) were passengers, was struck by a vehicle driven by Charles Jeffries after the vehicle driven by Jeffries ran a red light. Jordasha Rollins did not survive the collision, and Yolanda Williams and J.D. suffered injuries as a result of the collision. It is alleged that prior to the collision, Baltimore police officers were in an unmarked police vehicle in pursuit of Jeffries for approximately six blocks, and that the police vehicle pushed Jeffries' vehicle from the rear through the red light, causing Jeffries' vehicle to strike Williams's vehicle.

Plaintiffs, filed a Complaint against the City in excess of six million dollars in compensatory damages. Because of the serious nature of the injuries suffered, and the uncertainties and unpredictability of jury verdict, the City proposes to settle this matter for a total sum of \$56,500.00, in return for a complete dismissal of the litigation against it.

MINUTES

Department of Law - cont'd

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

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release for a negligence, wrongful death and survival action brought by Ms. Yolanda Williams individually, as guardian and next of friend for J.D., as a Personal Representative of the Estate of Jordasha Rollins, and Anthony Rollins against the Mayor and City Council of Baltimore.

MINUTESDepartment of Transportation - Partial Releases of Retainages

The Board is requested to approve and authorize execution of the Partial Releases of Retainage Agreements with various Contractors:

<u>Contractors</u>	<u>Contract No.</u>	<u>Amount</u>
1. ALLIED CONTRACTORS, INC.	TR 14016	\$ 53,767.30

Account: 9950-903762-9506-000000-200001

All work on TR 14016, Structural Repairs on Bridges Citywide, is substantially completed and all punch list items are complete. The City holds funds in the amount of \$55,767.30. The contractor has accordingly requested a Partial Release of Retainage in the amount of \$53,767.30. The remaining \$2,000.00 is sufficient to protect the interests of the City. Pursuant to Section 10.04-81 of Specifications, a Conditional Inspection for Contract No. TR 14016 was held on January 13, 2015.

2. MONUMENTAL PAVING & EXCAVATING, INC.	TR 10005	\$326,552.99
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Account: 9950-904493-9527-000000-200001	\$188,495.02
9910-906725-9588-000000-200001	\$112,142.52
9956-907930-9551-000000-200001	\$ 25,915.45

All work on TR 10005, Uplands Redevelopment, is substantially completed and all punch list items are complete. The contractor has accordingly requested a Partial Release of Retainage of \$326,552.99. The City holds funds in the amount of \$328,552.99. The remaining \$2,000.00 is sufficient to protect the interests of the City. Pursuant to Section 10.04-81 of Specifications, a Conditional Inspection for Contract No. TR 10005 was held on May 21, 2013.

MINUTES

Department of Transportation - cont'd

3. **M. LUIS CONSTRUCTION** TR 11010 **\$100,788.25**
COMPANY, INC.

Account: 9950-903790-9514-000000-200001

All work on TR 11010, Resurfacing Highways Various Locations - Emergency JOC, is substantially completed and all punch list items are complete. The City holds funds in the amount of \$102,788.25. The contractor has accordingly requested a Partial Release of Retainage of \$100,788.25. The remaining \$2,000.00 is sufficient to protect the interests of the City. Pursuant to Section 10.04-81 of Specifications, a Conditional Inspection for Contract No. TR 11010 was held on August 27, 2014.

4. **M. LUIS CONSTRUCTION** TR 11018 **\$ 48,619.70**
COMPANY, INC.

Account: 9950-904791-9514-000000-200001

All work on TR 11018, Resurfacing Highways Various Locations - Emergency JOC II, is substantially completed and all punch list items are complete. The City holds funds in the amount of \$50,619.70. The contractor has accordingly requested a Partial Release of Retainage of \$48,619.70. The remaining \$2,000.00 is sufficient to protect the interests of the City. Pursuant to Section 10.04-81 of Specifications, a Conditional Inspection for Contract No. TR 11018 was held on July 22, 2014.

MINUTES

Department of Transportation - cont'd

MBE/WBE PARTICIPATION:

The Contractors have demonstrated a good faith effort towards achieving both the MBE and WBE goals.

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 Partial Releases of Retainage Agreements with the listed Contractors.

MINUTES

Department of Transportation - Refund of Excess Proceeds
from Auction

ACTION REQUESTED OF B/E:

The Board is requested to approve an Expenditure Authorization to pay Dominick Johnson, in accordance with AM-303-1 and Article 31, Section 97 of the Baltimore City Code.

AMOUNT OF MONEY AND SOURCE:

\$5,227.00 - 1001-000000-1950-505215-401774

BACKGROUND/EXPLANATION:

The money represents the proceeds beyond the expense of receiving, storage, and disposing of the vehicle in question at auction.

Even though the Registered Owner and/or Lienholder was properly notified that their respective vehicle was at the Towing Section, this vehicle remained unclaimed. Therefore, the vehicle was sold at auction. The owner has subsequently requested an excess proceeds refund.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the Expenditure Authorization to pay Dominick Johnson, in accordance with AM-303-1 and Article 31, Section 97 of the Baltimore City Code.

MINUTES

Department of Transportation (DOT) - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Baltimore Metropolitan Council (BMC).

AMOUNT OF MONEY AND SOURCE:

\$133,276.00 - 6000-617216-2303-596000-406001

The Department will provide in-kind services to match this grant.

BACKGROUND/EXPLANATION:

This grant from the BMC will allow the City to complete population and development projections and transportation planning work to ensure that the region's transportation plans will meet federal air quality standards.

The funding was provided by the Maryland Department of Transportation to the BMC. The DOT will complete work under this grant and will serve as the lead agency for the City.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Baltimore Metropolitan Council.

MINUTES

Department of Transportation - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with KPMG Corporate Finance, LLC, for Project No. 1223, On-Call Consultant Advisory Consultant Services for Alternative Project Delivery Method. The period of the Agreement is effective upon Board approval for two years.

AMOUNT OF MONEY AND SOURCE:

\$500,000.00 - upset limit to be determined with each individual project

BACKGROUND/EXPLANATION:

The Department of Transportation has negotiated and procured the consulting agreement approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission and now desires to utilize the services of KPMG Corporate Finance, LLC. The cost of services rendered will be based upon unit prices that will include all costs, overhead, fees, and expenses. The unit prices have been reviewed by the Department of Audits.

The Consultants will provide various consulting services and provide recommendations to the City all as more specifically set forth in the submitted Statement of Work.

MINUTES

DOT - cont'd

MBE/WBE PARTICIPATION:

MBE: PEER Consultants, P.C.	\$50,000.00	10%
WBE: Crossroads Transportation, LLC	\$25,000.00	5%

MWBOO FOUND VENDOR IN COMPLIANCE.

AUDITS NOTED THE ON-CALL AGREEMENT AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with KPMG Corporate Finance, LLC, for Project No. 1223, On-Call Consultant Advisory Consultant Services for Alternative Project Delivery Method. The President Voted **NO**.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following page:

1839

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES**TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Public Works/Office of Construction & Engineering</u>		
1. \$150,000.00	9960-908400-9558	9960-908646-9557-
Counties	Constr. Reserve	900020-3
	Valve & Hydrant	Engineering
<p>The funds are required to cover the cost for emergency design and construction phase services for improvements to the east and west metering facilities at the RG Steel Plant in Baltimore County.</p>		
<u>Baltimore Development Corporation</u>		
2. \$ 125.00	9910-903354-9600	9910-907104-9601
22 nd EDF	Constr. Reserve	W. Baltimore
	W. Baltimore	Ind. & Coml.
	Ind. & Coml.	
14,440.00	9910-919026-9600	9910-921101-9601
<u>24th EDF</u>	Constr. Reserve	Commercial Re-
\$14,565.00	Liberty Heights Plan	vitalization
<p>This transfer will provide funds to reimburse Baltimore Development Corporation for eligible capital expenses for the month ending April 30, 2015.</p>		

MINUTES

Baltimore Development - Fifth Amendment to
Corporation (BDC) Office Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Fifth Amendment to the Office Lease Agreement with the Board of Trustees of the Employees' Retirement System of the City of Baltimore (ERS), tenant, for the rental of approximately 16,925 total square feet (7,670 square feet on the 12th and 13th floors each + 1,585 square feet on the 8th floor) for the City-owned property known as 7 East Redwood Street. The Fifth Amendment to the Office Lease Agreement extends the period of the Lease Agreement for five years from November 1, 2015 through October 31, 2020.

AMOUNT OF MONEY AND SOURCE:

<u>Year 1 Annual Rent</u>	<u>Monthly Rent</u>
\$249,643.80	\$20,803.65

BACKGROUND/EXPLANATION:

The rent will increase two and a half percent each year for five years.

On October 8, 2014, the Board approved the fourth amendment to the Office Lease Agreement for 16,399 square feet of office space at 7 East Redwood Street. During the lease negotiations for a new five year lease, the ERS expressed concerns about the condition of the heating ventilation and air conditioning system in the building. Since then, the system has been upgraded. The ERS has agreed to an extension of the lease for an additional period of five years from November 1, 2015 through October 31, 2020.

MINUTES

BDC - cont'd

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Fifth Amendment to the Office Lease Agreement with the Board of Trustees of the Employees' Retirement System of the City of Baltimore (ERS), tenant, for the rental of approximately 16,925 total square feet (7,670 square feet on the 12th and 13th floors each + 1,585 square feet on the 8th floor) for the City-owned property known as 7 East Redwood Street. On behalf of the Honorable Joan M. Pratt, Comptroller, the Deputy Comptroller and Clerk, Bernice H. Taylor, **ABSTAINED**.

MINUTES

Baltimore Development - Fifth Amendment to
Corporation (BDC) Office Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Fifth Amendment to the Office Lease Agreement with the Board of Trustees of the Fire and Police Employees' Retirement System of the City of Baltimore (F&P), tenant, for the rental of approximately 16,925 total square feet (7,670 square feet on the 18th and 19th floors each + 1,585 square feet on the 8th floor) for the City-owned property known as 7 East Redwood Street. The Fifth Amendment to the Office Lease Agreement extends the period of the lease agreement for five years from November 1, 2015 through October 31, 2020.

AMOUNT OF MONEY AND SOURCE:

<u>Year 1 Annual Rent</u>	<u>Monthly Rent</u>
\$249,643.80	\$20,803.65

BACKGROUND/EXPLANATION:

The rent will increase two and a half per cent each year for five years.

On October 8, 2014, the Board approved the fourth amendment to the Office Lease Agreement for 16,399 square feet of office space at 7 East Redwood Street. During the lease negotiations for a new five year lease, the F&P expressed concerns about the condition of the heating ventilation and air conditioning system in the building. Since then, the system has been upgraded. The F&P has agreed to an extension of the lease for an additional period of five years from November 1, 2015 through October 31, 2020.

MINUTES

BDC - cont'd

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Fifth Amendment to the Office Lease Agreement with the Board of Trustees of the Fire and Police Employees' Retirement System of the City of Baltimore (F&P), tenant, for the rental of approximately 16,925 total square feet (7,670 square feet on the 18th and 19th floors each + 1,585 square feet on the 8th floor) for the City-owned property known as 7 East Redwood Street. On behalf of the Honorable Joan M. Pratt, Comptroller and Secretary, the Deputy Comptroller and Clerk, Bernice H. Taylor **ABSTAINED**.

MINUTES

Baltimore Development - First Amendment to Lease Agreement
Corporation (BDC)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the First Amendment to the Lease Agreement with the Baltimore City Office of Civil Rights and Wage Enforcement, tenant, for the rental of the 9th floor of the City-owned property known as 7 East Redwood Street.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On September 3, 2014, the Board approved the Lease Agreement with the Baltimore City Office of Civil Rights and Wage Enforcement for the period October 1, 2014 through September 30, 2019, with an option to renew for an additional five-year term.

This First Amendment to the Lease Agreement will allow the BDC to relocate the Office of Civil Rights and Wage Enforcement from the 7th floor to the 9th floor of the City-owned property known as 7 East Redwood Street. All other terms and conditions of the original lease agreement remain unchanged.

MBE/WBE PARTICIPATION:

N/A

MINUTES

BDC - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to the Lease Agreement with the Baltimore City Office of Civil Rights and Wage Enforcement, tenant, for the rental of the 9th floor of the City-owned property known as 7 East Redwood Street.

MINUTES

Baltimore Development - First Amendment to Lease Agreement
Corporation (BDC)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the First Amendment to the Lease Agreement with the Baltimore City Law Department (Law Department), tenant, for the rental of the 6th and 7th floors of the City-owned property known as 7 East Redwood Street.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On September 3, 2014, the Board approved the Lease Agreement with the Law Department for the period October 1, 2014 through September 30, 2019, with an option to renew for an additional five-year term.

This First Amendment to the Lease Agreement will allow the BDC to relocate the Law Department from the 6th and 9th floors to the 6th and 7th floors of the City-owned property known as 7 East Redwood Street. All other terms and conditions of the original lease agreement remain unchanged.

MINUTES

BDC - cont'd

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the First Amendment to the Lease Agreement with the Baltimore City Law Department (Law Department), tenant, for the rental of the 6th and 7th floors of the City-owned property known as 7 East Redwood Street.

MINUTES

Baltimore Development Corporation (BDC) - Land Disposition Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve a Land Disposition Agreement with Carmel Realty Associates, Developer, for the sale of the City-owned property located at 119 Park Avenue (the Property).

AMOUNT OF MONEY AND SOURCE OF FUNDS:

\$24,000.00 - Purchase price

BACKGROUND/EXPLANATION:

On February 19, 2014, the BDC released a Request for Proposal for six scattered sites located in Ward 4, Section 10, in the Market Center Neighborhood, 11th Council District. The Developer submitted a proposal for the Property and entered into an exclusive negotiating privilege agreement with the BDC.

The Developer's proposed project will consist of exterior upgrades and stabilization of the existing building. The stabilization and building improvements are scheduled to begin in 2015 and will be completed within one year. The property has been appraised for the value of \$24,000.00.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Carmel Realty Associates, Developer, for the sale of the City-owned property located at 119 Park Avenue.

MINUTES

Baltimore Development - Resolution to Permit the Department of
Corporation (BDC) of Housing and Community Development to
Approve the Allocation of State Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve a Resolution endorsing and allowing the City of Baltimore's Department of Housing and Community Development (DHCD), in coordination with the State of Maryland Department of Housing and Community Development, to submit a letter of support for the Neighborhood Business Works Program in lieu of the Board of Estimate's approval. A local resolution of support is required for organizations to receive funding from the State.

AMOUNT OF FUNDS AND SOURCE:

No City/State funds are being requested at this time. The source of funds will be from the State of Maryland - Department of Housing & Community Development and will vary with each project.

BACKGROUND/EXPLANATION:

The DHCD, in coordination with the Department of Housing and Community Development of the State of Maryland (MD-DHCD), will submit a letter of support on behalf of the Board of Estimates for approval of each project requesting funding from any of the MD-DHCD's programs.

The State of Maryland requires an approved Local Resolution from the local government agency in order to approve and process grants and loans. In an effort to streamline the process, the State of Maryland has agreed to receive a letter of support for each project from DHCD in lieu of a local resolution.

MINUTES

BDC - cont'd

Since July 2014, the State of Maryland's Department of Housing and Community Development has awarded over \$3,100,000.00 to projects in the City of Baltimore.

A MONTHLY REPORT WILL BE SUBMITTED TO THE BOARD OF ESTIMATES WHICH INCLUDES A COPY OF ALL LETTERS OF SUPPORT SUBMITTED BY THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR PROJECTS FUNDED UNDER THE NEIGHBORHOOD BUSINESS WORKS PROGRAM.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved the Resolution endorsing and allowing the City of Baltimore's Department of Housing and Community Development, in coordination with the State of Maryland Department of Housing and Community Development, to submit a letter of support for the Neighborhood Business Development Projects in lieu of the Board of Estimate's approval.

MINUTES

Department of Communication Services - Contract Renewal

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the exercise of the option to renew the contract with the Millennium Technologies, LLC. (Millennium). The period of the renewal is July 01, 2015 through June 30, 2016. The Board is also requested to authorize payment by Expenditure Authorization.

AMOUNT OF MONEY AND SOURCE:

\$407,904.00 - (\$33,992.00 per month - maintenance services)
\$ 7,000.00 - monthly estimated equipment services
charged to various agency accounts

Account: 2039-000000-1330-158400-603084

BACKGROUND/EXPLANATION:

On July 30, 2014, the Board approved an amendment to the Millennium Technologies, LLC agreement for maintenance services through June 30, 2015, with an option to renew the contract for one additional year.

Millennium has been providing installation of equipment and changes to equipment as needed. The City's voice infrastructure is in poor condition in many locations. Millennium has extensive knowledge of the conditions of the City's voice infrastructure and existing equipment. The continued maintenance and service by this vendor is necessary because of the age of the City's system.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

MINUTES

Department of Communication Services - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the exercise of the option to renew the contract with the Millennium Technologies, LLC. The Board also authorized payment by Expenditure Authorization.

MINUTES

Department of Communication Services - Contract Extension

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the exercise of the option to extend the service period of the contract with Verizon Business Network Services, Inc. on behalf of Verizon of Maryland, LLC. (Verizon). The period of the contract extension is July 01, 2015 through June 30, 2016. The Board is also requested to authorize payment by Expenditure Authorization.

AMOUNT OF MONEY AND SOURCE:

\$500,000.00 - 2039-000000-1330-158400-603084

Estimated monthly charge

BACKGROUND/EXPLANATION:

On August 20, 2014, the Board approved the fourth amendment to the service agreement with Verizon. The service period of the agreement is July 01, 2014 through June 30, 2015 with an option to extend the service period for up to a maximum of one additional twelve month period.

A Request for Proposal for improved telephone service for the City of Baltimore to replace the current Centrex service was issued and bids are due June 24, 2015. Because of the large number of Centrex phone lines the City currently has, the successful vendor would need approximately one year to commence full implementation from Centrex service to a new technology. The new technology would be phased-in over time. Therefore, the City would need to continue some Centrex service during this implementation.

MINUTES

Department of Communication Services - cont'd

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized the exercise of the option to extend the service period of the contract with Verizon Business Network Services, Inc. on behalf of Verizon of Maryland, LLC. The Board also authorized payment by Expenditure Authorization.

MINUTES

Mayor's Office of Human - Grant Agreement and Amendment
Services (MOHS) No. 1 to Agreement

The Board is requested to approve and authorize execution of the Grant Agreement and the Amendment No. 1 to Agreement.

GRANT AGREEMENT

1. **ASSOCIATED CATHOLIC CHARITIES, INC.** **\$ 22,241.00**
(ACC)

Account: 5000-529116-3572-333703-603051

Under the terms of this Grant Agreement, the organization will use the funds to provide shelter and supportive services to homeless individuals of the City of Baltimore in its My Sister's Place Lodge Program. The ACC serves an average of 45 clients per year in the program. The period of the Agreement is July 1, 2015 through June 30, 2016.

AMENDMENT No. 1 TO AGREEMENT

2. **HOUSE OF RUTH MARYLAND, INC.** **\$ 52,500.00**

Account: 4000-480015-3571-333618-603051

On October 8, 2014, the Board approved the original Agreement to the House of Ruth Maryland, Inc., in the amount of \$296,972.00. The MOHS desires to increase the services and to allocate additional funding in the amount of \$52,500.00. This will make the total amount \$349,472.00. All other terms and conditions of the original agreement remain unchanged.

MWBOO GRANTED A WAIVER.

MINUTES

MOHS - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART FOR ITEM NO. 2.

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement and the Amendment No. 1 to Agreement.

Kim A. Trueheart

June 3, 2015

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of questionable management and administration within the various boards, commissions, agencies and departments of the Baltimore City municipal government.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self
2. What the issues are:
 - a. Page 65, item #2 Mayor's Office Homeless Services (MOHS) on Criminal Justice – Agreement, House of Ruth, if approved:
 - i. The proceedings of this board often renew business agreements without benefit of clear measures of effectiveness to validate the board's decision to continue funding the provider of the city service being procured;
 - ii. The Baltimore City School Board of Commissioners routinely requires submissions for board consideration to include details of the provider's success in meeting the objectives and/or desired outcomes delineated in the previously awarded agreement;
 - iii. The members of this board continue to fail to provide good stewardship of taxpayers' funds as noted by the lack of concrete justification to substantiate approval of actions presented in each weekly agenda;
 - iv. This board should immediately adjust the board's policy to ensure submissions to the board include measures of effectiveness in each instance where taxpayer funds have already been expended for city services;
 - v. In the interest of promoting greater transparency with the public this board should willingly begin to include in the weekly agenda more details which it discusses in closed sessions without benefit of public participation.
 - vi. The outcomes for clients receiving services from the House of Ruth (HOR) are suspect, as I have had to assist over a half-dozen domestic violence victims since January 2015, who have been discharged from HOR programs with no discharge plan or options for continued shelter, thus leaving these victims no better off than when they entered the HOR program.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed what appears to be a significant dearth in responsible and accountable leadership, management and cogent decision making within the various agencies and

Email: kimtrueheart@gmail.com

5519 Belleville Ave
Baltimore, MD 21207

departments of the Baltimore City municipal government which potentially cost myself and my fellow citizens excessive amounts of money in cost over-runs and wasteful spending.

4. Remedy I desire: The Board of Estimates should immediately direct MOHS to include measures of effectiveness for this action which include outcomes from the previous contract period for the House of Ruth before the board considers approval of this action.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on June 3, 2015.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

Mayor's Office of Human Services (MOHS) - Two-Month Advance of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize a two-month advance of funds for the Metro Delta Educational Programs, Inc., contractor for the MOHS Head Start Program.

AMOUNT OF MONEY AND SOURCE:

\$344,250.00 - 4000-486316-6051-515600-603051

BACKGROUND/EXPLANATION:

The MOHS is requesting a two-month advance of funds to the Metro Delta Educational Programs, Inc. This advance will allow the operations of the Metro Delta Educational Programs, Inc., Head Start Program to continue for Fiscal Year 2015-2016.

Funding is available from the Department of Health and Human Services (DHHS) to operate the Head Start Program. The program provides educational, social, psychological, health, nutritional and parental education services to children, and their families who live in the target area and meet the DHHS income guidelines.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the two-month advance of funds for the Metro Delta Educational Programs, Inc., contractor for the MOHS Head Start Program.

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:

1859 - 1863

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

Item Nos. 1, 2, 3, and 4 were **DEFERRED**
for one week. Item No. 5 was **WITHDRAWN**.

Acting on behalf of the Honorable Joan M. Pratt,
Comptroller and Secretary, the Deputy Comptroller and Clerk,
Bernice H. Taylor, **ABSTAINED** on item no. 8.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Department of Transportation

1. TR 15012, Resurfacing Highways at Various Locations Northwest, Sector II **REJECTION** - On April 8, 2015, the Board opened two bids for the subject contract. Bids ranged from a low of \$2,075,776.70 to a high of \$2,138,292.00. The bid amounts received greatly exceed the Department's budget. The subject contract will be re-advertised in the near future.

**A PROTEST WAS RECEIVED FROM SENCHAL D. BARROLLE, ESQ.
A PROTEST WAS RECEIVED FROM GALLAGHER EVELIUS & JONES ON
BEHALF OF P. FLANIGAN & SONS, INC.**

2. TR 15014, Resurfacing Highways at Various Locations, Southeast, Sector IV **REJECTION** - On April 22, 2015, the Board opened two bids for the subject contract. Bids ranged from a low of \$2,363,000.00 to a high of \$2,549,778.85. The bid amounts received greatly exceed the Department's budget. The subject contract will be re-advertised in the near future.

A PROTEST WAS RECEIVED FROM SENCHAL D. BARROLLE, ESQ.

*Robert Fulton Dashiell, Esquire, P.A.
1498 Reisterstown Road, Suite 334
Pikesville, MD 21208-3842
410-547-8820 – Office * 443-637-3718 – Fax*

*Robert Fulton Dashiell
robertdashiell@dashiell-lawoffice.com*

*Senchal D. Barrolle
sbarrolle@dashiell-lawoffice.com
(MD, NY and DC)*

May 27, 2015

Honorable Members of Baltimore City Board of Estimates
C/O Harriett Taylor, Secretary/Deputy Comptroller
100 Holliday, Suite 204
Baltimore, Maryland 21202

Stephanie Rawlings-Blake, Mayor
Joan Pratt, Comptroller
Bernard "Jack" Young, President City Council
George Nilson, City Solicitor
Rudy Chow, Director Public Works

Re: TR. 15012 and 15014

To your Honorable Board:

We appreciate that this matter was deferred to afford my client and other interested parties an opportunity to seek corroboration of the representation that the bids submitted on Tr.15012 and Tr.15014 exceeded by more than 10% the budget allocated for each contract which was arrived at by multiplying the bid quantities times the engineer's estimated unit prices. Our client's bid on Tr.15012 was \$2,075,776.70, and on Tr.15014 its bid was \$2,363,000, both well within the advertised bid range of \$1-\$3 million dollars.

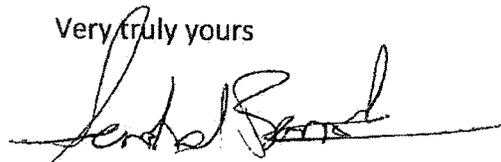
These are street resurfacing contracts that, for the most part, involve asphalt paving. Consequently, the quantity and cost of the asphalt determines the major portion of the bid. If, indeed, the engineers in DOT estimated an asphalt paving unit price lower than that of either of the two lowest bidders, both of which manufacture and supply their own asphalt, it could well be that the engineer's estimates are too low, rather than the bids too high. Rather than speculate, we ask that you direct the Transportation Department to disclose their estimate of this critical component of the work. The bidders' prices have now been made public. If bids are to be rejected as over

budget it is only fair and equitable that the amount in the budget now be disclosed. Without the transparency of disclosure, the public confidence in the integrity of the bidding process itself will be shaken. That is particularly true here with respect to Tr.15012.¹

In addition to the fact that the totals of both bids are well within the advertised cost range for the work, we show in **Exhibit 2** that the asphalt unit price in both is very close to the amount the city is currently paying, another factor that renders the assertion that the bids are over budget improbable. Indeed, you can see in Exhibit 2 that the unit price in these bids for asphalt paving, the bulk of the work, is lower than that in some contracts awarded years ago. The asphalt unit price in Tr.15012 is \$305.71, and in Tr.15014, \$299.11. In Tr. 13306, awarded in 2013, the asphalt unit price was \$346.92! The question that we have posed that the Department has failed to answer with specificity is how is it that the higher unit price from two years ago was within budget and the two current lower unit prices are not? Again, these questions need to be answered openly with verifiable data.

For the foregoing reasons we urge you to make the deferral of this matter substantive as well as procedural by directing DOT to make the requested data immediately available to all interested parties.

Very truly yours



Senchal D. Barrolle, Esq.

¹ The bids on that contract were opened on April 8, 2015. On April 17, 2015, Flanagan, the second low bidder, filed a protest. In response did not recommend that all bids be rejected as over budget, it referred the matter to the Law Department for an opinion. On or about April 29, 2015, the Law Department opined that the Flanagan protest should be denied. A copy of the Law Department' memorandum to Transportation is attached. **Exhibit 1** (The date on that memo is obviously in error). Still, the Department did not recognize that all bids were over budget. On May 22, 2015, six weeks after bid opening, DOT finally realized that all bids were over budget. Why did it take six weeks to realize a fact that should have been evident on bid day?

FROM	NAME & TITLE	W. Michael Mullen, Chief Solicitor <i>W. Mullen</i>	CITY OF BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	Department of Law - 109 City Hall		
	SUBJECT	TR 15012 Resurfacing Highways Sector 2 NW - M. Luis Construction Co., Inc. Work Capacity Statement not attached to Bid		

DATE: March 19, 2015

TO Laetitia Griffin, Chief
Department of Transportation
Contract Administration Division
417 E. Fayette Street, 5th Floor

On April 8, 2014 the Baltimore City Board of Estimates ("Board") received bids for TR-15012, Resurfacing Highways Sector 2 NW. Bids from M. Luis Construction Co., Inc. ("M. Luis") and P. Flanigan & Sons, Inc., ("Flanigan") were submitted to the Department of Transportation ("DOT") for processing. Upon receipt of a phone call from Flanigan, DOT confirmed that M. Luis had not attached a work capacity Statement to its Bid. Accordingly, M. Luis' Bid was forwarded to the Law Department for review. This memorandum opinion relates solely to the Bid submitted by M. Luis.

For the reasons stated below, the Law Department finds that the irregularity noted by DOT is merely technical in nature, a slight irregularity not affecting the substantial characteristics of the Bid. Therefore, DOT may continue to process M. Luis' Bid and recommend it to the Board, if it is otherwise eligible for award.

FACTS

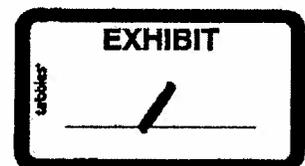
With the Notice of Letting for TR 15012, DOT required bidders to supply specific information showing compliance with DOT's new requirements for staffing and equipment. See Bid Book, Addendum No. 1, page 18 of 20. Required information included the completion of a Manpower and Equipment Affidavit and submission of the minimum staffing, equipment and work capacity. M. Luis submitted a completed and notarized Affidavit but did not provide a work capacity statement. The Bid Book provided to bidders contained a form affidavit to be signed and notarized but did not include a form for work capacity.

DISCUSSION

The "Notice to Bidders Regarding Mandatory Staffing and Equipment Requirements" included in the Bid Book states that:

At the time of bid, the minimum staffing, equipment and work capacity shall be submitted. Based on the submittal, the City will evaluate staffing, equipment and work capacity base production rates for each contract.

See Bid Book, Addendum 1, page 18 of 20.



Laetitia Griffin, Chief
Page 2 – TR 15012 M. Luis Construction Co., Inc.
Work capacity statement not attached to Bid
April 23, 2015

Incorporated as part of the bid documents are the *Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, 2006*, known as the "Green Book". Section 00 51 00 .08 of the Green Book provides that:

Prior to award, the Bidder must submit a Work capacity statement, under oath. These forms must be fully completed and returned within five (5) days after the date of receipt of those forms by the Contractor. The Work capacity statement shall show the volume of Work actually being performed for the City and for others as of the date Bid. The total dollar volume will be a charge against the Contractor's Work capacity after credit for Work performed has been allowed. (Emphasis added).

The manpower and equipment requirements introduced with TR 15012 were new to DOT's bidding process. The requirement for a work capacity statement to be submitted at bid time is in addition to section 00 51 00 .08 of the Green Book, quoted above. Such a change in practice requires adequate notice to all bidders to explain what bidders must do to comply. Bidders were given no instruction on how to supply the information nor were they given a form to fill out. M. Luis executed the Manpower and Equipment Affidavit, supplied in the Bid Book, and appears to have otherwise completed and executed the remainder of its Bid. It seems clear that M. Luis inadvertently missed the new work capacity requirement. Under these circumstances, to reject M. Luis' Bid would be inappropriate.

Section 00 51 00 .01 of the Green Book provides that the Board of Estimates, "... reserves the right and sole discretion...to waive technical defects, if in its judgment, the interest of the City may so require." At the most, the failure to supply the work capacity statement here is a minor technical defect which may be waived by the Board.

CASE LAW/ OPINIONS OF THE CITY SOLICITOR

Since 1911, Baltimore City has gone on record to support the premise that a "bid not in conformity with requirements of the specifications cannot be accepted." 17 *Opinions of the City Solicitor* 4792 (April 22, 1911). In *Fuller v. Elderkin*, 160 Md. 660, 668-669 (1931), the Court held that to invalidate a bid, the variations from specifications must be substantial so as to give the bidder special advantage, to invalidate the contract. Thus, ultimately, in determining whether a bid is non-responsive, the Board has the discretion to determine whether a variation or irregularity in a bid should be waived. See also *Maryland Pavement Co. v. Mahool*, 110 Md. 397, (1909) (slight irregularities in a bid not affecting its substantial characteristics may be disregarded).

It is well settled in Maryland that a body such as the Board, clothed with the statutory authority to award contracts, possesses a large measure of discretion in determining whether to accept or reject bids. *C.N. Robinson Lighting Supply Company v. The Board of Education of Howard County*, 90 Md. App. 515, 520, (1992). "The authorities are uniform in holding that, in

Laetitia Griffin, Chief
Page 3 – TR 15012 M. Luis Construction Co., Inc.
Work capacity statement not attached to Bid
April 23, 2015

determining who is the lowest responsible bidder, the municipal authorities have a wide discretion, [which] will not be controlled by the courts except for arbitrary exercise, collusion, or fraud." *George A. Fuller Co. v. Elderkin*, 160 Md. 660, 669 (1931).

CONCLUSION

The lack of a work capacity statement does not affect the Bid price. M. Luis' Bid is irrevocable. *Baltimore City Charter*, Art. VI §11(h)(1)(iv). Submission after bid opening of a work capacity statement, which is a Green Book requirement in any event, would not give M. Luis any advantage over other bidders nor does it disadvantage any bidder that may have complied fully.¹ The failure to submit the form is a minor technical defect which the Board may waive. Therefore, DOT may process M. Luis' Bid and, if it is otherwise eligible for award, recommend it to the Board.

Please do not hesitate to contact me at (410) 396-3249, if I can be of further assistance with this matter.

Cc: Michael D. Schrock, Chief Solicitor

¹ It is noted that Flanigan did attach a work capacity statement to its Bid.

Contract	Date	Total Asphalt Tons (Surface and Base)	M Luis - Contract Bid Amount	M Luis - Unit Price Per Ton	Flanigan - Contract Bid Amount	Flanigan - Unit Price Per Ton	Awarded to :
TR15011	4/1/2015	11700	\$3,542,186.50	\$302.75	\$2,608,485.50	\$222.95	TBD
TR15012	4/8/2015	6790	\$2,075,776.70	\$305.71	\$2,138,292.00	\$314.92	TBD
TR15013	4/17/2015	5970	\$2,972,571.00	\$497.92	\$1,988,807.00	\$333.13	TBD
TR15014	4/22/2015	7900	\$2,363,000.00	\$299.11	\$2,549,778.85	\$322.76	TBD
TR14005	10/23/2013	8008	\$1,867,821.89	\$233.24	\$2,114,913.82	\$264.10	M Luis
TR14006	5/1/2013	5870	\$1,893,674.00	\$322.60	\$1,959,866.65	\$333.88	M Luis
TR14008	10/23/2013	7418	\$1,578,499.86	\$212.79	\$1,692,856.50	\$228.21	M Luis
TR11301	6/30/2011	9704	\$2,043,094.97	\$210.54	\$2,469,935.76	\$254.53	M Luis
TR12302	4/18/2012	13195	\$3,137,658.51	\$237.79	\$3,276,737.37	\$248.33	M Luis
TR13006	5/1/2013	2750	\$1,841,000.00	\$669.45	\$1,887,953.50	\$686.53	M Luis
TR13304	6/26/2013	9567	\$2,819,492.78	\$294.71	\$3,329,906.59	\$348.06	M Luis
TR13306	6/26/2013	8783	\$3,047,000.00	\$346.92	\$3,436,771.32	\$391.30	M Luis

May 13, 2015

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

Re: Department of Transportation
Contract TR 15012
Resurfacing Highways at Various Locations, Northwest, Sector – II
Bid Protest

Dear Honorable President and Members of the Board of Estimates:

I write on behalf of P. Flanigan & Sons, Inc., which filed a bid protest with respect to the above-referenced contract on April 17, 2015. The basis for the bid protest is M. Luis's failure to attach a work capacity statement when the bid documents expressly required that "work capacity" be "submitted" "[a]t the time of bid."

According to the Law Department, M. Luis's failure constitutes "a minor technical defect which the Board may waive." April 23, 2015 Law Department Memo, attached as Exhibit 1. The Law Department made this determination because (1) the Green Book includes a separate requirement for submission of a work capacity statement "[p]rior to award" (Exhibit 1 at 2 (citing Green Book at Section 00 51 00.08)); and (2) the manpower and equipment requirements introduced with TR 15012 were new to DOT's bidding process and bidders may not have received "adequate notice" of the change, since bidders "were given no instruction on how to supply the information nor were they given a form to fill out." Exhibit 1 at 2.

The Law Department's analysis is flawed. The section relied upon by the Law Department – Green Book, Section 00 51 00.08 – has no application here. That section is included within Section 00 51, which is entitled "Notice of Award" and describes procedures that apply *after bid opening*. The instructions for bidding are set forth in Section 00 21, an entirely different part of the Green Book. Because Section 00 51 00.08 applies only after bid opening, it has no relevance to the Board's determination of whether M. Luis's bid was complete and responsive.

The Green Book's inclusion of a separate and distinct requirement that a work capacity statement be submitted "[p]rior to award" does not negate the clear and express requirement in the Bid Book that proof of work capacity be submitted "[a]t the time of bid." The bidding requirement appears in the Notice to Contractors section of the bid documents. The Notice to

GALLAGHER
EVELIUS & JONES LLP
ATTORNEYS AT LAW

Clerk, Board of Estimates
City of Baltimore
May 13, 2015
Page 2

Contractors is defined in the Green Book as being one of the Contract Documents. See Green Book, Section 00 23 00.01. With respect to this contract, the Notice to Contractors provides, in all capital letters:

NOTICE TO BIDDERS REGARDING MANATORY STAFFING AND
EQUIPMENT REQUIREMENTS

See Exhibit 2 (relevant portions of bid documents) at 303R. The Notice to Contractors then states:

At the time of bid, the minimum staffing, equipment and work capacity shall be submitted. Based on the submittal, the City will evaluate staffing, equipment and work capacity base production rates for each contract.

Id. (emphasis added). There is nothing confusing or subtle about this requirement. In plain words, bidders are instructed to *submit work capacity at the time of bid*. M. Luis failed to do so.

In view of these plain words, there is no justification for the Law Department's opinions that M. Luis did not receive adequate notice of this requirement and that the requirement may have been confusing. M. Luis is an experienced bidder, and certainly knows that a bidder "submits" "work capacity" by completing and submitting a work capacity statement. M. Luis required no instructions to complete this task. Moreover, if M. Luis was confused by the "new" work capacity requirement, it could have sought clarification. Where a bidder is confused as to the requirements of the bid documents, the Green Book permits the bidder to "submit to the Engineer a written request for an interpretation thereof." Green Book, Section 00 21 12.09.A.

It is also usual and customary practice to ask questions of the Baltimore City contract administrator assigned to a particular project. If the question leads to modification or clarification of the bid documents, an addendum is drafted by the City and sent to all bidders. For example, with respect to contract TR 15011 (submitted a week before this contract), Flanigan sought clarification of whether the sequence of activities was required to be submitted with the bid, because the language of the bid documents for that contract was unclear. See Exhibit 3. The contract administrator then sent all bidders an addendum to clarify that the sequence of activities was not required with the bid. See Exhibit 4. Requests and clarifications of this sort are commonplace. Contractors that do not seek clarification and then submit an incomplete bid should not be rewarded for their negligence by receiving a contract.

GALLAGHER
EVELIUS & JONES LLP
ATTORNEYS AT LAW

Clerk, Board of Estimates
City of Baltimore
May 13, 2015
Page 3

M. Luis's omission was not a minor irregularity. Public trust in the bid process depends on strict enforcement of clear bid requirements. M. Luis failed to submit information specifically required by the bid documents, and this omission prevented the City from achieving its objective of "evaluat[ing] ... work capacity base production rates for each contract." M. Luis's error was certainly as serious as the recent mistake R.E. Harrington Plumbing & Heating Inc. that caused its disqualification (i.e., failing to initial changes to the bid). See Exhibit 5. In rejecting Harrington's bid protest, Mayor Rawlings-Blake commented that bids should be rejected where "the form wasn't right." Id. The Mayor's comments are consistent with the Green Book, which provides that "[b]ids may be rejected if they show any omissions ... or irregularities of any kind." Green Book, Section 00 21 13.11. Section 00 51 00.03 provides that "[t]he award of the Contract, by the Board of Estimates, if it be awarded, will be made to the lowest pre-qualified responsive and responsible Bidder *whose Bid complies with all the requirements prescribed.*" (emphasis added) M. Luis's bid plainly did not comply with the "requirements prescribed," and its bid thus should be rejected.

Sincerely,



Paul S. Caiola

PSC/cmc

cc: Pierce Flanigan, IV
W. Michael Mullin, Esq.

FROM	NAME & TITLE	W. Michael Mullen, Chief Solicitor <i>WMM</i>	CITY OF BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	Department of Law - 109 City Hall		
	SUBJECT	TR 15012 Resurfacing Highways Sector 2 NW - M. Luis Construction Co., Inc. Work Capacity Statement not attached to Bid		

DATE: March 19, 2015

TO Laetitia Griffin, Chief
Department of Transportation
Contract Administration Division
417 E. Fayette Street, 5th Floor

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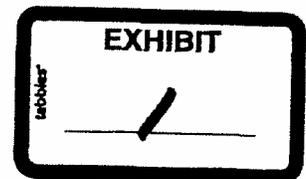
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Laetitia Griffin, Chief
Page 2 – TR 15012 M. Luis Construction Co., Inc.
Work capacity statement not attached to Bid
April 23, 2015

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Laetitia Griffin, Chief
Page 3 – TR 15012 M. Luis Construction Co., Inc.
Work capacity statement not attached to Bid
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Please do not hesitate to contact me at (410) 396-3249, if I can be of further assistance with this matter.

Cc: Michael D. Schrock, Chief Solicitor

¹ It is noted that Flanigan did attach a work capacity statement to its Bid.

**CITY OF BALTIMORE
DEPARTMENT OF TRANSPORTATION
I. NOTICE OF LETTING**

Sealed Bids or Proposals for the TR15012, RESURFACING HIGHWAYS AT VARIOUS LOCATIONS, NORTHWEST - SECTOR II will be received at the Office of the Comptroller, Room 204, City Hall, Baltimore, Maryland until APRIL 8, 2015 at 11:00 A.M. Board of Estimates employees will be stationed at the Security Unit Counter just inside the Holliday Street entrance to City Hall from 10:45 A.M. to 11:00 A.M. every Wednesday to receive Bids. Positively no bids will be received after 11:00 A.M. The bids will be publicly opened by the Board of Estimates in Room 215, City Hall at Noon.

The proposed Contract Documents may be examined, without charge, at the Department of Public Works Service Center located on the first floor of the Abel Wolman Municipal Building, 200 N. Holliday Street, Baltimore, Maryland 21202 as of MARCH 13, 2015 and copies may be purchased for a non-refundable cost of \$75.00.

A certified check of the bidder or a bank cashier's check or a bank treasurer's check drawn on a solvent clearing house bank, made payable to the Director of Finance or a bid bond executed on the form as provided in the Bid or Proposal for an amount which is not less than that determined by multiplying the total bid submitted by two percent will be required with each bid over \$100,000.00. If the bid is less than or equal to \$100,000.00 no Bid Bond is required.

NOTE: REFER TO PAGE 303R TO 303R-B.

Bidders interested in utilizing the City's Self-Insurance Program for payment and performance security for contracts not exceeding \$100,000.00 may contact the Department of Finance, the Program Administrator, for eligibility requirements and premium costs.

The Board of Estimates reserves the right to reject any and all Bids and/or to waive technical defects, if in its judgment, the interest of the Mayor and City Council of Baltimore may so require.

All contractors bidding on this Contract must first be prequalified by the City of Baltimore Contractors Qualification Committee, Department of Public Works, 3000 Druid Park Drive, Baltimore, Maryland 21215 whose recommendations for an assigned dollar Work Capacity Rating and Work Classification(s) are effective after ratification and confirmation by the Board of Estimates. ~~Contractors will not be permitted to bid on any single Contract having a dollar value in excess of the contractor's assigned Work Capacity Rating, and will not be awarded any Contract if the Contract dollar value, when added to the contractor's uncompleted backlog at time of award, exceeds the contractor's assigned Work Capacity Rating.~~ Subcontractors intending to perform work in excess of \$25,000.00 on this Contract must have established qualification for an adequate Work Capacity Rating and the necessary Work Classification(s) before they are permitted to commence work. If a bid is submitted by a joint venture ("JV"), then in that event, the document that established the JV shall be submitted with the bid for verification purposes. The Prequalification Category required for bidding on this project is: A02602 (Bituminous Paving) and D02620 (Curbs, Gutters & Sidewalk).



NOTICE TO BIDDERS REGARDING MANDATORY STAFFING AND EQUIPMENT REQUIREMENTS

The City of Baltimore has established minimum mandatory requirements for staffing and equipment for this Contract to enhance the resurfacing activities and goals during allowable weather conditions. These requirements are to be achieved on all work for the duration of the Contract for the trades specified below.

In accordance with the City of Baltimore, Department of Public Works, Specifications for Materials, Highways, Bridges, Utilities and Incidental Structures (2006) Division 01 32 16 Schedule and Reports, paragraph "C" the bidder must provide an Activities Chart i.e. Sequence of Activities at minimum two weeks before the Pre-Construction meeting. ~~At the time of bid, the minimum staffing, equipment and work capacity shall be submitted.~~ Based on the submittal, the City will evaluate staffing, equipment and work capacity base production rates for each contract.

MINIMUM PAVING CREW STAFFING REQUIREMENT:

ASPHALT FOREMAN	1
PAVER OPERATOR	1
LIQUID ASPHALT TRUCK OPERATOR	1
ROLLER OPERATORS	2
MECHANICAL BROOM OPERATOR	1
WATERING TRUCK OPERATOR	1
DUMP TRUCK OPERATORS	2
DUMP PERSON	1
SCREED PERSON	1
LUTE HANDWORK PERSONS	2
FLAGGERS	2
MINI-LOADER (BOBCAT) OPERATOR (OPTIONAL)	1

MINIMUM PAVING EQUIPMENT REQUIREMENT:

PAVER	1
LIQUID ASPHALT TRUCK	1
ROLLERS	2
MECHANICAL BROOM	1
WATERING TRUCK	1
DUMP TRUCKS	2
MINI-LOADER (BOBCAT) (OPTIONAL)	1

MINIMUM MILLING CREW STAFFING REQUIREMENT:

MILLING FOREMAN	1
MILLING MACHINE OPERATOR	1
WATERING TRUCK OPERATOR	1
SWEEPER/POWER BROOM OPERATOR	1
DUMP TRUCK OPERATORS	2
MINI-LOADER OPERATOR (BOBCAT)	1
LABORERS (MANUAL BROOM CLEANERS)	2
FLAGGERS	2

MINIMUM MILLING EQUIPMENT REQUIREMENT:

SELF-PROPELLED MILLING MACHINE	1
WATERING TRUCK	1
SWEEPER/POWER BROOM	1
DUMP TRUCKS	2
MINI-LOADER (BOBCAT)	1

MINIMUM CONCRETE CREW STAFFING REQUIREMENT:

CONCRETE FOREMAN	1
BACKHOE OPERATOR	1
CONCRETE SAW OPERATOR	1
MINI-LOADER (BOBCAT) OPERATOR	1
DUMP TRUCK OPERATOR	1
CONCRETE FINISHERS	2
LABORERS	2

MINIMUM CONCRETE EQUIPMENT REQUIREMENT:

BACKHOE WITH PNEUMATIC HAMMER	1
CONCRETE SAW	1
MINI-LOADER (BOBCAT)	1
DUMP TRUCK	1

WORK ACTIVITIES SHALL BE CONFIRMED:

ASPHALT PLACEMENT WEDGE AND LEVEL	300	TONS/DAY
ASPHALT PLACEMENT SURFACE COURSE	300	TONS/DAY
ASPHALT PLACEMENT BASE COURSE	400	TONS/DAY
MILLING FLEXIBLE PAVEMENT	2,700	S.Y./DAY
CONCRETE CURB AND GUTTER	100	LF/DAY
CONCRETE SIDEWALK	400	S.F./DAY
INLETS AND MANHOLES	3	EA/DAY
CONCRETE REPAIR	30	S.Y./DAY
CONCRETE BUS PAD	200	S.Y./DAY
CONCRETE DRIVEWAY	100	S.Y./DAY

Notes:

1. Patch work of Wedge and Level is exempt in the evaluation criteria.
2. Patch work of Base Course is exempt in the evaluation criteria.
3. Concrete Curb, Curb & Gutter below 100 continuous linear feet will not be taken in account for evaluation.
4. Concrete Sidewalk below 100 continuous linear feet will not be taken in account for evaluation.

In the event that the Engineer determines that additional staffing or equipment is needed, the Contractor shall be informed in writing and if the Contractor fails to supply equipment and /or manpower when requested within ten (10) working days, the City shall consider the contract to have been breached and reserves the right to terminate the contract and seek all lawful damages available to the City from the Contractor. The City will base its determination of responsibility upon any available information related to the responsibility criteria or may find the bidder not responsible, which may result in a reflection of the bid.

MANPOWER AND EQUIPMENT AFFIDAVIT

I, [INSERT NAME HERE], the [INSERT TITLE HERE] of [INSERT BIDDER NAME HERE], ("Contractor"), having been duly sworn under due form of law, state that I am authorized to make the following Affidavit:

1. Contractor has read the Manpower and Equipment Requirements listed above and affirms that it possess the equipment and staffing requirements required for this contract.
2. Contractor acknowledges the requirement that, if awarded the contract, it must submit a Sequence of Activities or Project Schedule.
3. If Contractor is awarded this contract and finds that it is unable, at any time, to provide the minimum manpower and equipment identified in this form, it shall immediately inform the Public Works Inspector or Department representative in writing and submit a detailed, written explanation as to how the staffing and/or equipment issue will be resolved. Failure to do so will constitute a breach of contract terms.
4. Contractor acknowledges that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of Contractor to the extent that such material is relevant to a determination of whether Contractor is complying with the Manpower and Equipment 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.

Contractor Company Name

Signature

Address

Print Name and Title

Sworn and subscribed before me this ____ day of _____, in the year _____.

Notary Public

Keifer, Jill

From: Keifer, Jill
Sent: Tuesday, March 24, 2015 2:57 PM
To: 'Simmons, Brenda'; Gabriel, Kirk; 'Khadka, Uttam'
Cc: Williams, Tom; Griffin, Laetitia; Devkota, Bimal; Coudon, Jim
Subject: TR15011 Addendum No 1
Attachments: Manpower and Equipment Affidavit.pdf

Importance: High

P. Flanigan & Sons, Incorporated is in receipt of Addendum No 1 for the above referenced project. In that Addendum the attached Manpower and Equipment Affidavit was included, number 2 of this Affidavit states:

2. Contractor acknowledges the requirement that, **if awarded the contract**, it must submit a Sequence of Activities or Project Schedule **with the bid**.

Do we need to submit a Sequence of Activities or Project Schedule with our bid or should the last part of that sentence be deleted?

Thank you,
Jill L. Keifer

Jill L. Keifer
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Baltimore, MD 21218

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CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor



DEPARTMENT OF TRANSPORTATION

WILLIAM M. JOHNSON, Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

CITY OF BALTIMORE
DEPARTMENT OF TRANSPORTATION

ADDENDUM NO. 2

DATE: MARCH 25, 2015

FOR
DRAWINGS, SPECIFICATIONS, PROPOSAL, CONTRACT AND BOND

for

CONTRACT NUMBER: BALTIMORE CITY NO.: TR15011

RESURFACING HIGHWAYS AT VARIOUS LOCATIONS – SECTOR I

FOR THE MAYOR AND CITY COUNCIL OF BALTIMORE

TO THE BIDDERS: PLEASE ATTACH TO YOUR CONTRACT DOCUMENTS. THIS
ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS ON
WHICH THE CONTRACT WILL BE BASED, AND IS ISSUED TO MODIFY, EXPLAIN
AND/OR CORRECT THE ORIGINAL DRAWINGS AND SPECIFICATIONS.

APPROVED:

Primal DOTA - 3/25/15

CHIEF, TRANSPORTATION ENGINEERING & CONSTRUCTION DIVISION

William Johnson

DIRECTOR, DEPARTMENT OF TRANSPORTATION

EXHIBIT

4

CONTRACT NO.: TR15011

As part of Addendum No. 2, remove and replace the pages and on the Bid Book as follows:

Page 296R

Remove and Replace the page 296R with page 296RR

**Remove and Replace the page 296R with page 296RR
(Duplicate)**

Page 325R

Remove and Replace the page 325R with 325RR.

**Second paragraph, delete all in its entirety and add with the
new phrased paragraph.**

Page 325R-B

Remove and Replace the page 325R-B with 325RR-B.

**Third paragraph, number 2 last line after or Project
Schedule..... delete the word "with the bid."**

CONTRACT NO.: TR15011

NOTE: NO INFORMATION OTHER THAN THAT INCLUDED IN OR ATTACHED TO THIS ORIGINAL BID DOCUMENT (WHERE SUCH ATTACHMENT IS PERMITTED) WILL BE USED IN DETERMINING AWARD.

ORIGINAL (NOT TO BE DETACHED)
NOTICE TO BIDDEERS

CITY OF BALTIMORE
DEPARTMENT OF TRANSPORTATION
CONTRACT NUMBER: TR15011

THE COMPLETE (ORIGINAL)
CONTRACT BOOK AND
DUPLICATE OF BID OR
PROPOSAL MUST BE
INCLUDED IN THE
BID ENVELOPE

RESURFACING HIGHWAYS AT VARIOUS LOCATIONS,
NORTHEAST, SECTOR - I

III. BID OR PROPOSAL

Bids Due APRIL 1, 2015

Certified Check or Bank Cashier's Check or Bank Treasurer's Check or Bid Bond Equal to Two Percent (2%) of Total Bid Submitted.

Days of Completion 240 Consecutive Calendar Days

Liquidated Damages 1,000.00 Per Calendar Day

Made this _____ day of _____ 15

By _____
(Name)

(Address)

The Bidder shall sign below to signify the following:

I/We have received Addendum Nos. _____
for this Contract.

To The Board of Estimates of Baltimore City:

Gentlemen:

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

Signature and Title Date

296RR

CONTRACT NO.: TR15011

NOTE: NO INFORMATION OTHER THAN THAT INCLUDED IN OR ATTACHED TO THIS ORIGINAL BID DOCUMENT (WHERE SUCH ATTACHMENT IS PERMITTED) WILL BE USED IN DETERMINING AWARD.

DUPLICATE

**ORIGINAL (NOT TO BE DETACHED)
NOTICE TO BIDDEERS**

**CITY OF BALTIMORE
DEPARTMENT OF TRANSPORTATION
CONTRACT NUMBER: TR15011**

**THE COMPLETE (ORIGINAL)
CONTRACT BOOK AND
DUPLICATE OF BID OR
PROPOSAL MUST BE
INCLUDED IN THE
BID ENVELOPE**

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

III. BID OR PROPOSAL

Bids Due APRIL 1, 2015

Certified Check or Bank Cashier's Check or Bank Treasurer's Check or Bid Bond Equal to Two Percent (2%) of Total Bid Submitted.

Days of Completion 240 Consecutive Calendar Days

Liquidated Damages 1,000.00 Per Calendar Day

Made this _____ day of _____ 15

By _____
(Name)

(Address)

The Bidder shall sign below to signify the following:

I/We have received Addendum Nos. _____
for this Contract.

To The Board of Estimates of Baltimore City:

Gentlemen:

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

Signature and Title Date

**NOTICE TO BIDDERS REGARDING MANDATORY STAFFING AND
EQUIPMENT REQUIREMENTS**

The City of Baltimore has established minimum mandatory requirements for staffing and equipment for this Contract to enhance the resurfacing activities and goals during allowable weather conditions. These requirements are to be achieved on all work for the duration of the Contract for the trades specified below.

In accordance with the City of Baltimore, Department of Public Works, Specifications for Materials, Highways, Bridges, Utilities and Incidental Structures (2006) Division 01 32 16 Schedule and Reports, paragraph "C" the bidder must provide an Activities Chart i.e. Sequence of Activities at minimum two weeks before the Pre-Construction meeting. At the time of bid, the minimum staffing, equipment and work capacity shall be submitted. Based on the submittal, the City will evaluate staffing, equipment and work capacity base production rates for each contract.

MINIMUM PAVING CREW STAFFING REQUIREMENT:

ASPHALT FOREMAN	1
PAVER OPERATOR	1
LIQUID ASPHALT TRUCK OPERATOR	1
ROLLER OPERATORS	2
MECHANICAL BROOM OPERATOR	1
WATERING TRUCK OPERATOR	1
DUMP TRUCK OPERATORS	2
DUMP PERSON	1
SCREED PERSON	1
LUTE HANDWORK PERSONS	2
FLAGGERS	2
MINI-LOADER (BOBCAT) OPERATOR (OPTIONAL)	1

MINIMUM PAVING EQUIPMENT REQUIREMENT:

PAVER	1
LIQUID ASPHALT TRUCK	1
ROLLERS	2
MECHANICAL BROOM	1
WATERING TRUCK	1
DUMP TRUCKS	2
MINI-LOADER (BOBCAT) (OPTIONAL)	1

MINIMUM MILLING CREW STAFFING REQUIREMENT:

MILLING FOREMAN	1
MILLING MACHINE OPERATOR	1
WATERING TRUCK OPERATOR	1
SWEEPER/POWER BROOM OPERATOR	1
DUMP TRUCK OPERATORS	2
MINI-LOADER OPERATOR (BOBCAT)	1
LABORERS (MANUAL BROOM CLEANERS)	2
FLAGGERS	2

Baltimore Brew

STIRRING UP NEWS AND VIEWS

Read:

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

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

Mark Reutter

March 30, 2015 at 10:14 am

Story Link



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

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

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

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

Photo by: Mark Reutter

C. "Jack" Young.

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

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



4/30/2015 1:49 PM

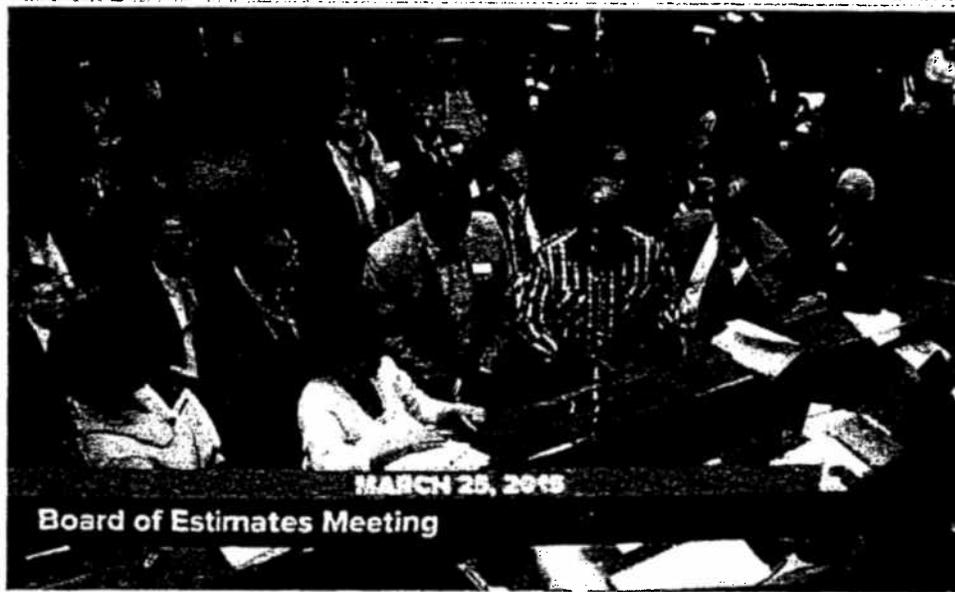
as MMCA's marketing director.

The Dixon Factor

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

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

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



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

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

"You Talk about Jobs"

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

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

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

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

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

But Jones was having none of it.

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

"Finish up, Pless," Young implored.

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

Mayor: It Pains Me, Too

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

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

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

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

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

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

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

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



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

Baltimore spends \$13M more for water meter project

By Luke Broadwater
The Baltimore Sun

MARCH 26, 2014, 1:03 PM

Baltimore's Board of Estimates voted Wednesday to spend \$13 million to perform "urgent" repairs to the city's water system infrastructure — the latest additional cost in the installation of new meters for the city's 400,000 water customers.

The board members, including Mayor Stephanie Rawlings-Blake and City Council President Edward G. "Jack" Young, voted 4-1 to award two contracts totaling \$9.5 million to Metra Industries Inc., of Little Falls, N.J., for the work fixing infrastructure problems discovered during the system-wide upgrade to wireless water meters. The other funds will be used for administrative costs, city officials said.

Comptroller Joan M. Pratt voted against the deal, saying she favored the low bids from Baltimore-based R.E. Harrington Plumbing & Heating Inc. that would save the city about \$1.5 million. That company was disqualified for using Write-Out to make changes on its bid forms to the amount it planned to pay its sub-contractors without getting the sub-contractors to place their initials by the changes.

Rawlings-Blake said the city has to abide by its own rules that disallow contractors from changing bid documents concerning sub-contractors without getting their approval.

"The fact that this stands to cost us \$1.6 million more pains me," Rawlings-Blake said. "I would have liked for nothing more for that change to be documented correctly so we wouldn't be in this position. ... But the answer isn't to ignore it or pretend like it didn't happen."

In 2013, city officials awarded an \$83.5 million contract to Itron Inc. of Washington state to install meters for a wireless meter system to serve the system's thousands of customers in Baltimore and Baltimore County. Rawlings-Blake has said the upgrade is part of an effort to end "outrageous" water bill mistakes that have infuriated residents and forced the city to issue millions in refunds.

The Itron bid was about \$100 million less than a competitor's. Young and Pratt said they planned to watch the project closely to make sure costs did not rise over time.

The Board of Estimates has already authorized \$9.7 million more to hire contractor EMA Inc. to "ensure that the program moves forward efficiently and expeditiously," and \$8.4 million to hire Belgian company Iternis to overhaul the water-billing system, which connects to the new meters.

The latest contracts bring the total cost of the project to about \$119 million.

Robert Fulton Dashiell, an attorney representing Harrington, said throwing out the lower bid on the latest contract is hurting minority contractors. He said it's common practice for sub-contractors to sign their names to blank forms that the main contractor then fills in for them. He said many contractors don't always have quick access to their sub-contractors to sign off on changes that amount to merely technical fixes.

"I recognize there is a risk," Dashiell said. "I also recognize that consistency is the hobgoblin of little minds. ... It's a matter of doing what's right."

City officials say additional contractors are needed to deal with time-consuming construction situations that are arising during the overhaul, thereby freeing up Itron to install meters. City officials want Itron to finish installing the new meters by 2017.

fbroadwater@baltimoresun.com

twitter.com/lukebroadwater

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MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

Department of Transportation - cont'd

3. TR 15013, Resurfacing
Highways at Various
Locations, SW Sector
III

REJECTION - On April 15, 2015, the Board opened two bids for the subject contract. The bids ranged from a low of \$1,988,807.70 to a high of \$2,972,571.50. Subsequent review of the bid documents, the Minority & Women's Business Opportunity Office found the low bidder to be in non-compliance. Upon moving to the second bidder, it was found that they exceeded the Engineer's estimate beyond the capacity of the Department's budget. The Department of Transportation believes that it is in the best interest of the City to reject all bids and therefore requests the Board's permission to re-advertise this project.

A PROTEST WAS RECEIVED FROM GALLAGHER EVELIUS & JONES ON BEHALF OF P. FLANIGAN & SONS, INC.

June 1, 2015

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

Re: BID PROTEST – Project: TR15013 – Resurfacing Highways at Various Locations – Southwest Sector III

Dear Honorable President and Members of the Board of Estimates:

On May 27, 2015 the Board of Estimates (Board) deferred the rejection of contract TR 15013, Resurfacing Highways at Various Locations, SW Sector III. The Board proposed rejection of the two lowest bids for this contract, for different reasons. P. Flanigan & Sons, Inc. (“Flanigan”) submitted the lowest bid in the amount of \$1,988,807.70. The Board proposed to reject the Flanigan bid because the Minority & Women’s Business Opportunity Office (MWBOO) had determined the bid was out of compliance with minority and women’s targets. The Board proposed to reject the second lowest bid submitted by M. Luis in the amount of \$2,972,571.50 because that bid exceeded the Engineer’s estimate and was beyond the capacity of the Department’s budget.

This letter serves as Flanigan’s official protest of the Board’s decision to reject Flanigan’s bid. Flanigan requests that the Board excuse the typographical error in its bid as a minor irregularity, just as the Board did *two weeks ago* when it awarded contract ER4069 (Basin Inserts Phase 2) to United Storm Water, Inc. despite MWBOO’s determination of non-compliance. As explained below, Flanigan can establish unequivocally that it intended to utilize a total WBE participation level of 7% of the contract amount, or \$139,300. Flanigan correctly described this amount in its MBE/WBE Participation Affidavit (Part D). While it is true that Flanigan misstated one number from its participation subtotals on the Prime Contractor’s Statement of Intent (Part B), this error constituted nothing more than a transcription error from an internal form. The Board has authority to allow for correction of this typographical error through conciliation under Article 5, Subtitle 28-87 of the Baltimore City Code. On these grounds, Flanigan requests that it be awarded Contract TR15013 as the lowest responsive and responsible bidder.

GALLAGHER
EVELIUS & JONES LLP
ATTORNEYS AT LAW

Clerk, Board of Estimates
June 1, 2015
Page 2

Background

Flanigan submitted its bid for TR15013 on April 15, 2015. The estimator assigned to TR15013 was Jim Coudon. Affidavit of Jill Keifer (“Keifer Aff.”), attached as Exhibit 1, ¶4. On the morning of April 15, before Flanigan submitted its bid for TR15013, Mr. Coudon delivered to Jill Keifer, Flanigan’s Contract Administrator, a completed internal worksheet titled “City Project MBE/WBE Detail for Submittal” with respect to TR15013 (“MBE/WBE Detail”). Keifer Aff., ¶4. A true and correct copy of the MBE/WBE Detail that was provided to me on the morning of April 15 is attached as Exhibit A to Ms. Keifer’s Affidavit. The MBE/WBE Detail is the source document Flanigan used to complete the MBE/WBE participation numbers in its bid documents. Keifer Aff., ¶4.

The MBE/WBE Detail listed the total WBE participation as \$139,300, or 7% of the contract amount, as follows:

<u>WBE Name</u>	<u>Amount</u>	<u>%</u>
River Trucking	\$120,000.00	6.0%
Fallsway	\$ 8,000.00	0.4%
William T. King	\$ 2,000.00	0.1%
B&J Sweeping	\$ 9,300.00	0.5%
<i>Subtotal</i>	\$139,300.00	7.0%

Keifer Aff., ¶5 and Exhibit A. Ms. Keifer correctly transcribed the subtotal for WBE participation on the MBE/WBE Participation Affidavit (Part D). Keifer Aff., ¶6. A true and correct copy of the MBE/WBE Participation Affidavit (Part D) is attached as Exhibit B to Ms. Keifer’s Affidavit. Ms. Keifer also correctly typed the percentages from the MBE/WBE Detail onto the Prime Contractor’s Statement of Intent (Part B). Keifer Aff., ¶7. When transcribing the participation amounts from the MBE/WBE Detail onto the Prime Contractor’s Statement of Intent (Part B), however, I incorrectly typed the \$120,000 for River Trucking’s participation as \$12,000, leaving out a zero. Keifer Aff., ¶8. This error was inadvertent. Flanigan always intended to utilize \$120,000 of River Trucking’s services, and never intended to utilize only \$12,000. Id.

Flanigan received a letter dated May 7, 2015 from the Department of Transportation Contract Administration / Civil Rights Division Chief Laetitia Griffin regarding the Minority and Women’s Business Opportunity Office’s (MWBOO) compliance review decision on TR15013. MWBOO’s compliance review concluded that

GALLAGHER
EVELIUS & JONES LLP
ATTORNEYS AT LAW

Clerk, Board of Estimates
June 1, 2015
Page 3

Flanigan did not achieve the WBE goal of 7% and thus did not comply with Article 5, Subtitle 28 of the Baltimore City Code. A copy of MWBOO's letter is attached as Exhibit 2. In reaching its decision, however, MWBOO incorrectly concluded that the dollar amounts on Part B (rather than the percentages on Part B or total participation listed on Part D) represented Flanigan's intended WBE participation.

Based on MWBOO's finding of non-compliance, the Department of Transportation recommended rejection of Flanigan's bid.

On October 30, 2013 the Board ruled in favor of Highlander Contracting Company, LLC (Highlander) after Highland submitted a protest on contract TR-14009 (Conduit System Reconstruction at Various Locations Citywide). In that case, Highlander had the lowest bid, but MWBOO recommended award to the second lowest bidder after determining that Highlander's bid was irregular due to an error on Part B: MBE/WBE and Prime Contractor's Statement of Intent. Highlander included the participation written as a percentage but did not include the dollar amounts. Highlander's Part C, MBE/WBE Participation Affidavit, was accurate and included all required information. Per the minutes from this meeting the President of the Board stated:

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

The City Solicitor then made a motion to grant the bid protest, which received a second, and then a vote in favor. A copy of certain documents related to that case is attached as Exhibit 3.

Two weeks ago, On May 13, 2015, the Board awarded contract ER4069 (Basin Inserts Phase 2) to United Storm Water Inc. ("United") as part of its routine agenda, despite that MWBOO found United's bid non-compliant with WBE/MBE participation targets. In that case, the Board's Agenda described the issue as follows:

Bidder did not include dollar amount on the Statement of Intent form for Road Safety, LLC (WBE). The contract is NOT a Requirements contract therefore the dollar amount is required.

A copy of the relevant page from the Agenda is attached as Exhibit 4. The Agenda continued:

GALLAGHER
EVELIUS & JONES LLP

ATTORNEYS AT LAW

Clerk, Board of Estimates

June 1, 2015

Page 4

The sole bidder, United Storm Water, Inc. was found to be non-compliant by MWBOO, however, the agency recommends award to the contractor who will be required to come into compliance with the MBE/WBE Program within ten days of the award.

Id.

Argument

Article 5, Subtitle 28-14(b) of the Baltimore City Code permits the Board, at its discretion, to “waive minor defects and errors in a bidder’s MBE or WBE submission.” In addition, Article 5, Subtitle 28-87 of the Baltimore City Code allows for resolution of MBE/WBE noncompliance through conciliation prior to any sanctions being imposed under Article 5, Subtitle 28-96. One such sanction is “refusal to accept a bid.” See Art. 5, Subt. 28-96(4). Just two weeks ago, the City permitted United to correct its non-compliance within ten days after award. In that case, like here, the intent of the contractor to meet the MBE/WBE target presumably was clear from the WBE/MBE Participation Affidavit (Part D), so the Agency and Board awarded the contract to United and permitted a post-award correction of the error on the Statement of Intent (Part B) (in that case, failure to include dollar amount).

There is no just basis for awarding United its contract and permitting it to correct its non-compliance post award, while only two weeks later determining that Flanigan’s similar non-compliance was fatal to its bid. It is plain that Flanigan merely committed a typographical error and always intended to type \$120,000.00 for River Trucking, which equates to 6.0% of the contract total and, together with the other WBE contractors associated with Flanigan’s bid, would allow Flanigan to satisfy the 7% WBE target for this contract. The internal, source document used to complete the Flanigan bid – the MBE/WBE Detail – confirms this fact. This is also clear based on other parts of the bid, including the Part D affidavit that is signed and notarized and committed Flanigan to a total WBE participation amount of \$139,300.00 (7% of the total contract amount), and Flanigan’s use of the correct percentages on Part B. Under these circumstances, the typographical error included on Part B should not prevent award of the contract to Flanigan.

In United, the Board established a precedent that it considers minor a typographical infraction in which the contractor’s intent to meet the MBE/WBE targets was clear. This precedent should be applied consistently across all City agencies. Applied here, the precedent would allow approval of Flanigan’s bid and correction of

GALLAGHER
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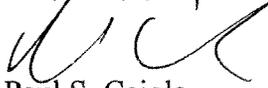
June 1, 2015

Page 5

Flanigan's minor non-compliance after award of contract. No purpose is served in refusing to waive minor defects, particularly where, as here, a contractor's intent is clear. The alternative would be inconsistent application of procurement standards, and a loss of the public's trust in the procurement system.

The infraction committed on Flanigan's bid form is a minor irregularity that has no substantive impact on the bid, and has not given Flanigan an advantage over other perspective bidders. For these reasons, Flanigan respectfully requests that contract TR15013 be awarded to Flanigan.

Very truly yours,



Paul S. Caiola

Enclosures

cc: Pierce Flanigan, IV
Thomas Williams

EXHIBIT 1

AFFIDAVIT OF JILL KEIFER
IN SUPPORT OF BID PROTEST

I, Jill Keifer, hereby declare and affirm as follows:

1. I am the Contract Administrator of P. Flanigan & Sons, Inc. (“Flanigan”). I am over 21 years of age and am competent to testify to the matters set forth in this Affidavit.

2. The matters set forth in this Affidavit are based upon my own personal knowledge.

3. One of my job responsibilities includes closing out, assembling, and submitting final bid packages on the day they are due. I performed these responsibilities with respect to TR15013 on April 15, 2015.

4. The estimator assigned to TR15013 was Jim Coudon. On the morning of April 15, 2015, before we submitted the bid for TR5013, Mr. Coudon delivered to me a completed internal worksheet titled “City Project MBE/WBE Detail for Submittal” with respect to TR15013 (“MBE/WBE Detail”). A true and correct copy of the MBE/WBE Detail that was provided to me on the morning of April 15, 2015 is attached as Exhibit A. The MBE/WBE Detail is the source document Flanigan used to complete the MBE/WBE participation numbers in its bid documents.

5. The MBE/WBE Detail listed the total WBE participation as \$139,300, or 7% of the contract amount, as follows:

<u>WBE Name</u>	<u>Amount</u>	<u>%</u>
River Trucking	\$120,000.00	6.0%
Fallsway	\$ 8,000.00	0.4%

William T. King	\$ 2,000.00	0.1%
B&J Sweeping	\$ 9,300.00	0.5%
Subtotal	\$139,300.00	7.0%

6. I correctly transcribed the subtotal for WBE participation on the MBE/WBE Participation Affidavit (Part D). A true and correct copy of the MBE/WBE Participation Affidavit (Part D) is attached as Exhibit B.

7. I also correctly typed the percentages from the MBE/WBE Detail onto the Prime Contractor's Statement of Intent (Part B).

8. When transcribing the participation amounts from the MBE/WBE Detail onto the Prime Contractor's Statement of Intent (Part B), however, I incorrectly typed the \$120,000 for River Trucking's participation as \$12,000, leaving out a zero. This error was inadvertent. Flanigan always intended to utilize \$120,000 of River Trucking's services, and never intended to utilize only \$12,000.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing Affidavit are true.

Dated: June 1, 2015

Jill Keifer
Jill Keifer

EXHIBIT A

City Project MBE/WBE Detail for Submittal

City Contract No: TR 15013
 Job Title: RVL SW, Sector III (Carey St.)
 Bid Date: 4/15/2015

Bid Amount \$ 1,988,807.70
 MBE 20% \$ 397,761.54 African Amer. 0% \$ -
 WBE 7% \$ 139,216.54 Hispanic 0% \$ -

MBE Name	Prequal No.	Exp Date	Amount	%	Work Description	Notes/Comments
			\$0.00	0.0%		
Priority Construction			\$ 387,900.00	19.50%	Conc. Items, & Str. Adj.	(Total Priority is \$640,390.00)
Powell Trucking			\$ 10,000.00	0.5%	Trucking	(Total Trucking is \$157,312.00)
			\$ -	0.00%		
			\$ -	0.00%		
			\$ -	0.00%		
			\$ -	0.00%		
			Subtotal: \$	20.01%		

WBE Name	Prequal No.	Exp Date	Amount	%	Work Description	Notes/Comments
River Trucking			\$ 120,000.00	6.0%	Trucking	
Fallsway			\$ 8,000.00	0.4%	Trucking	
William T. King			\$ 2,000.00	0.1%	Landscaping	
B & J Sweeping			\$ 9,300.00	0.5%	Sweeping	
			\$ -	0.0%		
				0.0%		
				0.0%		
			Subtotal: \$	7.0%		

EXHIBIT B

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 20% and the WBE goal of 7% for this contract. Contractor has achieved the following participation:

MBE-\$ 397,900.00 or 20.01 % and WBE-\$ 139,300.00 or 7.0 %

of the total contract amount which is \$ 1,988,807.70

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

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

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

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

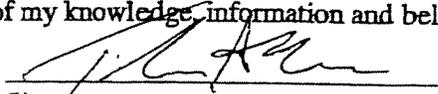
I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

P. Flanigan & Sons, Incorporated

Contractor Company Name

2444 Loch Raven Road, Baltimore, MD 21218

Address

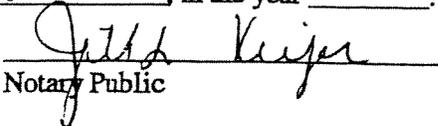


Signature

Thomas A. Williams, Director of Estimating

Print Name and Title

Sworn and subscribed before me this 15th day of April, in the year 2015



Notary Public

B-7

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

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

(Make additional copies of this form as needed)

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

Name of Prime Contractor: P. Flanigan & Sons, Incorporated

Name of MBE or WBE (circle one): Priority Construction Corporation 01-003989

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

Concrete Work and Water/Sewer Related Structure Construction

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ 387,900.00 (If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 19.50 %

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

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

The undersigned Prime Contractor 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] _____ Date 4/15/2015
Signature of Prime Contractor (REQUIRED)
Thomas A. Williams, Director of Operations

[Signature] _____ Date 04/09/2015
Signature of MBE or WBE (REQUIRED)
Pedro J. Ponce, president

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

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

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

(Make additional copies of this form as needed)

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

Name of Prime Contractor: P. Flanigan & Sons, Incorporated

Name of MBE or WBE (circle one): Powell's Trucking Company, Incorporated 09-005337

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

Hauling

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ 10,000.00 (If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: .51 %

(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.

Thomas A. Williams
Signature of Prime Contractor (REQUIRED) Date 4/15/2015

[Signature]
Signature of MBE or WBE (REQUIRED) Date 3/24/15

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

CONTRACT NO. TR15012

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

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

(Make additional copies of this form as needed)

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

Name of Prime Contractor: P. Flanigan & Sons, Incorporated

Name of MBE or WBE (circle one): River Transport, Incorporated 97-003267

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

Hauling

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ 12,000.00 *(If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)*

Subcontract percentage of total contract: 6.0 %

(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] _____ Date 4/15/2015
Signature of Prime Contractor (REQUIRED)

[Signature] _____ Date 4/13/15
Signature of MBE or WBE (REQUIRED)

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

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

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

(Make additional copies of this form as needed)

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

Name of Prime Contractor: P. Flanigan & Sons, Incorporated

Name of MBE or WBE (circle one): Fallsway Construction Company, LLC 04-004548

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

Hauling

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ 8,000.00 *(If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)*

Subcontract percentage of total contract: 0.4 %

(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] Date 4/15/2015
Signature of Prime Contractor (REQUIRED)

[Signature] Date 4/10/15
Signature of MBE or WBE (REQUIRED)

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

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

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

(Make additional copies of this form as needed)

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

Name of Prime Contractor: P. Flanigan & Sons, Incorporated

Name of MBE or WBE (circle one): William T. King, Incorporated 90-001516

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ 2,000.00 (If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.1 %

(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.

Thomas A. Williams
Signature of Prime Contractor (REQUIRED) Date 4.15.2015
Thomas A. Williams Director of Estimating
V.P.
Signature of MBE or WBE (REQUIRED) Date 4/17/15

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

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

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

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

Name of Prime Contractor: P. Flanigan & Sons, Incorporated

Name of MBE or WBE (circle one): B & J Sweeping & Sons, Incorporated 09-005253

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Dollar Amount: \$ 9,300.00 (If this is a requirements contract, the subcontract dollar amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.5 %

(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.

Thomas A. Williams
Signature of Prime Contractor (REQUIRED) Date 4/15/2015
Subcontractor
Signature of MBE or WBE (REQUIRED) Date April 9, 2015

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

EXHIBIT 2

CITY OF BALTIMORE

STEPHANIE RAWLINGS-BLAKE, Mayor

May 7, 2015



DEPARTMENT OF TRANSPORTATION

WILLIAM M. JOHNSON, Director
417 E. Fayette Street, 5th Floor
Baltimore, Maryland 21202

P. Flanigan & Sons, Inc.
2444 Loch Raven Avenue
Baltimore, MD 21218

**Re: Project: TR15013 – RESURFACING HIGHWAYS AT VARIOUS LOCATIONS –
SOUTHWEST SECTOR III**

Gentlemen:

On April 28, 2015, the Department of Transportation submitted the necessary documentations for TR15013 – Resurfacing Highways @ Various Locations Southwest Sector II to the Minority and Women's Business Opportunity Office (MWBOO) for compliance review.

As of April 7, 2015, the Minority and Women's Business Opportunity Office (MWBOO) found your bid submission to be non-compliant for the reason that you did not achieve the WBE goal. The WBE firms' total of \$31,300.00 is only 1.6% and the contract goal is 7%. Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals. The Department of Transportation does not recommend contract awards to firms whose bids do not comply with Article 5, Subtitle 28 of the Baltimore City Code.

If you require further clarification of this decision, please contact the Department of Transportation, Contract Administration/Civil Rights Division at (410) 396-6816. As courtesy, your firm will be contacted prior to the recommendation to award this contract.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Lactitia Griffin".

Lactitia Griffin, Chief
Contract Administration/Civil Rights Division
Department of Transportation

Cc: Bimal Devkota
Kirkland Gabriel

EXHIBIT 3

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
<u>\$1,223,334.00</u>		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
- | | | |
|---|---|----------------------------|
| <p>MBE: JM Murphy Enterprises, Inc.</p> <p>WBE: Sunrise Safety Services, Inc.</p> | <p>\$329,000.00</p> <p>\$ 55,000.00</p> | <p>12.01%</p> <p>2.01%</p> |
|---|---|----------------------------|

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
<u>124,731.45</u>	-----	9962-909063-9562-2 Contingencies - Conduit System Reconstruction at Various Locations, Citywide JOC
\$3,000,000.00		

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.

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.

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 NOT 106

Materials/Supplies to be furnished by MBE or WBE:

RED 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. %

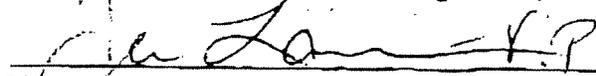
The undersigned Prime Contractor and subcontractor agree to enter into a contract
for the work/service indicated above for the dollar amount or percentage indicated to meet
the MBE/WBE participation goals, subject to the prime contractor's execution of a
contract with the City of Baltimore. The subcontractor 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 of Prime Contractor (REQUIRED)

9/3/13

Date



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 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 6c.

Name of Prime Contractor: HIGHLANDER CONTRACTING COMPANY LLC
Name of MBE or WBE: CUDDY ASSOCIATES LLC CRT # 13-358350

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:
ITEMS 801, 802, 803, 804, 809, 810

Materials/Supplies to be furnished by MBE or WBE:
NONE

Subcontract Amount: \$ 2% (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 2 %

(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] . 9/3/13
Signature of Prime Contractor (REQUIRED) Date

Pamela L. Cuddy 9/3/13
Signature of MBE or WBE (REQUIRED) 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.

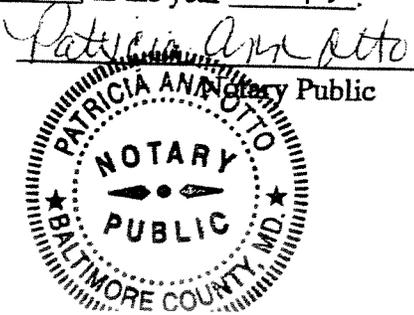
I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements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

BOARD OF ESTIMATES

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

BOARD OF ESTIMATES

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?"

BOARD OF ESTIMATES

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"

BOARD OF ESTIMATES

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."

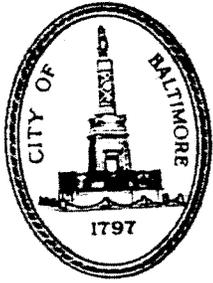
Unidentified audience member: "We are. We, we didn't want to uh --"

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

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

* * * * *

EXHIBIT 4



Bernard C. "Jack" Young
President,
Baltimore City Council

100 N. Holliday Street, Room 400 • Baltimore, Maryland 21202
410-396-4804 • Fax: 410-539-0647

MEMORANDUM

To: **Honorable Stephanie Rawlings-Blake, Honorable Joan M. Pratt,
Mr. George Nilson, Mr. Rudy Chow**

From: **Bernard C. "Jack" Young**

Date: **May 11, 2015**

Re: **Board of Estimates Agenda Items for May 13, 2015**

The items on the Board of Estimates Agenda for May 13, 2015 are to be assigned as follows:

ROUTINE AGENDA ITEMS: (To be acted upon collectively) 5/13/2015 9:10 AM All Items on Agenda Approved by the Board.

- P 1-2 BOARDS AND COMMISSIONS
 - 1. Prequalification of Contractors
 - 2. Prequalification of Architects and Engineers
- P 3 Office of the Labor Commissioner – Memoranda of Understanding
- P 4 Department of Real Estate – Lease Renewal
- P 5 Department of Housing and Community Development – Amendatory Agreement No. 1 to the Community Development Block Grant 40
- P 6-7 Department of Housing and Community Development – Land Disposition Agreement
- P 8-9 Department of Housing and Community Development – Land Disposition Agreement
- P 10 Department of Housing and Community Development – Land Disposition Agreement
- P 11-12 Department of Housing and Community Development – Land Disposition Agreement
- P 13-14 Department of Housing and Community Development – Community Development Block Grant Block Grant Agreement
- P 15-17 TRANSFER OF FUNDS
- P 18 Police Department – Agreement
- P 19 Police Department – Grant Award Agreement
- P 20-24 INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS
- P 25 Mayor's Office of Communications - Governmental/Charitable Solicitation Application

BOE PUBLIC SESSION

May 6, 2015

Page 2 of 2

- P 26 Mayor's Office of Communications - Governmental/Charitable Solicitation Application
- P 27-28 Mayor's Office of Minority & Women Owned Business Development – Consultant Agreements
- P 29 Mayor's Office on Criminal Justice – Grant Adjustment Notice
- P 30 Bureau of the Budget and Management Research – Appropriation Adjustment Order Grant Fund Transfer
- P 31 Department of General Services – Minor Privilege Permit Application
- P 32-33 Department of General Services – On-Call Consultant Agreement
- P 34-38 RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS
- P 39-40 CITY COUNCIL BILLS
- P 41 Department of Public Works – Grant Agreement and Right-of-Entry Agreement
- P 42 Department of Public Works – Partial Release of Retainage
- P 43-46 Health Department – Grant Agreements and Agreements
- P 47 Department of Transportation – Funding Agreement
- P 48 Department of Transportation – Employee Expense Statement
- P 49-50 Department of Transportation - On-Call Agreement
- P 51-52 Department of Transportation - On-Call Agreement
- P 53 Department of Transportation – Memorandum of Agreement
- P 54-55 Baltimore Development Corporation – Land Disposition Agreement
- P 57 Department of Planning – Grant Agreement
- P 58 Parking Authority for Baltimore City (PABC) – Amendment to Memorandum of Understanding

- P 59-60 Parking Authority for Baltimore City (PABC) – Parking Facility Rate Adjustment
- P 61-62 TRAVEL REQUESTS
- P 63 Department of Human Resources – Personnel Matter
- P 64 Mayor's Office of Employee Development (MOED) – Grant Award
- P 68-70 OPTIONS/CONDEMNATION/QUICK-TAKES
- P 71 Enoch Pratt Free Library - TRANSFER OF LIFE-TO-DATE SICK LEAVE
- P 72 TRAVEL REQUESTS
- P 74 PROPOSALS AND SPECIFICATIONS
ANNOUNCEMENT OF BIDS RECEIVED AND OPENING OF BIDS, AS SCHEDULED

NON-ROUTINE AGENDA ITEMS: (To be acted upon individually)

- P 56 Baltimore Development Corporation (BDC) – Second Amendment to Land Disposition Agreement
- P 65 Department of Recreation and Parks – Financial Procedures Manual
- P 66-67 Department of Audits - Response to the Financial Procedures Manual submitted by the Department of Recreation and Parks

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation - cont'd

- 4. TR 15008R, Urgent Need Contract Citywide **REJECTION** - On May 6, 2015, the Board opened one bid. The sole bid of \$2,659,897.50 is 51.07% over the Engineer's Estimate of \$1,760,730.00. Due to the bidder exceeding the Engineer's Estimate beyond the Department's budget capacity, the Department believes that is in the best interest of the City to reject all bids and request the board's permission to re-advertise this project.

A PROTEST WAS RECEIVED FROM P. FLANIGAN & SONS, INC.

Bureau of Purchases

5.	B50004014, Paving Materials (Hot and Cold Patch)	<u>Item #2</u> P. Flanigan & Sons, Inc.	\$5,821,750.00
	(Dept. of Transportation & Department of Public Works)	<u>Item #1</u> Seaboard Asphalt Product Company	742,500.00
			<u>\$6,564,250.00</u>

MWBOO GRANTED A WAIVER.

A PROTEST WAS RECEIVED FROM P. FLANIGAN & SONS, INC.



1 June 2015

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

Re: Project: TR15008R Urgent Need Contract Citywide

Dear Honorable President and Members of the Board of Estimates:

On May 6, 2015 the Board of Estimates (Board) received bids for the above referenced contract. P. Flanigan & Sons, Inc. (Flanigan) was the low bidder with a bid of \$2,659,897.50. On May 27, 2015 at the Board's meeting, the Board deferred action on this contract. The agenda for that meeting proposed rejection of this bid because Flanigan's bid of \$2,659,897.50 was 51.07% over the Engineer's Estimate of \$1,760,730.00, thus exceeding the budget capacity of the Department of Transportation.

This letter serves as Flanigan's official protest of the Board's decision to reject Flanigan's Bid. This protest is based on the certainty that the Board has arrived at this decision using false information. The "R" in this bid reflects that the bid was a re-bid of TR-15008, which was bid on December 12, 2014. The revised contract TR-15008R included several quantity increases and additional line items of work. The original cost range for TR-15008, as advertised, was \$1,000,000.00 to \$2,000,000.00. Contract TR-15008R increased this cost range in Addendum 1 to \$2,000,000.00 to \$3,000,000.00. Enclosed are the relevant pages from Addendum 1 as Exhibit A.

The Engineer's Estimate of \$1,760,730.00 published in the agenda does not fall within this range. The relevant pages of the Agenda are enclosed as Exhibit B. This estimate is below the City's own advertised cost range for TR-15008R, and most likely originated from the original TR-15008. Flanigan's bid of \$2,659,887.50 is within the revised range of \$2,000,000 to \$3,000,000. The revised Engineer's Estimate for TR-15008R, if one was developed, should be used in providing the Board with accurate information before ruling on this contract. On these grounds, Flanigan requests that it be awarded TR-15008R as the lowest responsive and responsible bidder.

Very Truly Yours

Thomas A. Williams
Director of Estimating
P. Flanigan & Sons, Inc.

Enclosures

EXHIBIT A

**CITY OF BALTIMORE
DEPARTMENT OF TRANSPORTATION
I. NOTICE OF LETTING**

Sealed Bids or Proposals for the **TR15008R, URGENT NEED CONTRACT CITYWIDE** will be received at the Office of the Comptroller, Room 204, City Hall, Baltimore, Maryland until **MAY 6, 2015** at 11:00 A.M. Board of Estimates employees will be stationed at the Security Unit Counter just inside the Holliday Street entrance to City Hall from 10:45 A.M. to 11:00 A.M. every Wednesday to receive Bids. Positively no bids will be received after 11:00 A.M. The bids will be publicly opened by the Board of Estimates in Room 215, City Hall at Noon.

The proposed Contract Documents may be examined, without charge, at the Department of Public Works Service Center located on the first floor of the Abel Wolman Municipal Building, 200 N. Holliday Street, Baltimore, Maryland 21202 as of **APRIL 10, 2015** and copies may be purchased for a non-refundable cost of **\$75.00.**

A certified check of the bidder or a bank cashier's check or a bank treasurer's check drawn on a solvent clearing house bank, made payable to the Director of Finance or a bid bond executed on the form as provided in the Bid or Proposal for an amount which is not less than that determined by multiplying the total bid submitted by two percent will be required with each bid over \$100,000.00. If the bid is less than or equal to \$100,000.00 no Bid Bond is required.

NOTE: REFER TO PAGE 250 and 252.

Bidders interested in utilizing the City's Self-Insurance Program for payment and performance security for contracts not exceeding \$100,000.00 may contact the Department of Finance, the Program Administrator, for eligibility requirements and premium costs.

The Board of Estimates reserves the right to reject any and all Bids and/or to waive technical defects, if in its judgment, the interest of the Mayor and City Council of Baltimore may so require.

All contractors bidding on this Contract must first be prequalified by the City of Baltimore Contractors Qualification Committee, Department of Public Works, 3000 Druid Park Drive, Baltimore, Maryland 21215 whose recommendations for an assigned dollar Work Capacity Rating and Work Classification(s) are effective after ratification and confirmation by the Board of Estimates. Contractors will not be permitted to bid on any single Contract having a dollar value in excess of the contractor's assigned Work Capacity Rating and will not be awarded any Contract if the Contract dollar value, when added to the contractor's uncompleted backlog at time of award, exceeds the contractor's assigned Work Capacity Rating. Subcontractors intending to perform work in excess of \$25,000.00 on this Contract must have established qualification for an adequate Work Capacity Rating and the necessary Work Classification(s) before they are permitted to commence work. **If a bid is submitted by a joint venture ("JV"), then in that event, the document that established the JV shall be submitted with the bid for verification purposes.** The Prequalification Category required for bidding on this project is: **A02602 (Bituminous Paving) and D02620 (Curbs, Gutters & Sidewalk).**

The Cost Classification Range for this project will be from \$2,000,000.00 to \$3,000,000.00.

A "Pre-Bidding Information" session will be conducted **C.L. BENTON BUILDING, 417 EAST FAYETTE STREET, ROOM 725** at **10:00 A.M.** on **APRIL 24, 2015**.

NOTE: THIS CONTRAT IS SUBJECT TO A PERFORMANCE EVALUATION BY THE DEPARTMENT OF TRANSPORTATION.

Principle Items of work for this project are:

SUPERPAVE ASPHALT FOR SURFACE (VARIOUS TYPES)	4,800 TONS
REMOVAL OF ASPHALT	25,000 SY

Pursuant to Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition)-Minority and Women's Business Program, Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to this contract.

The MBE goal is 19% The WBE goal is 6%

Attention of the Bidders is called to the requirements of the Minority and Women's Business Enterprise Program, the Baltimore Apprenticeship Trainee Program, and the First Source Hiring Program.

Attention of the Bidders is called to the requirements outlined in the Baltimore City Code, Article 5, € 29, 29-15 Mandatory nondiscrimination contract clause, 29-16 Contractor bid requirement and 29-17 Contract disclosure requirement.

Bidders are advised that price proposals are due on the date set forth above. Bidders should pay particular attention to the instructions contained in the bid documents as well as the use of the appropriate bid envelope for each submission.

APPROVAL OF CONTRACT DOCUMENTS
FOR
DEPARTMENT OF TRANSPORTATION
CONTRACT NO. TR15008R

URGENT NEED CONTRACT CITYWIDE

APPROVED:

Clerk, Board of Estimates

Chief Solicitor

Chief, Minority and Women's Business
Opportunity Office

APPROVED:

Chief, Transportation Engineering and
Construction Division

Director, Department of Transportation

EXHIBIT B

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

- 7. TR 15014, Resurfacing Highways at Various Locations, Southeast, Sector IV

Samuel
D. Thorne

REJECTION - On April 22, 2015, the Board opened two bids for the subject contract. Bids ranged from a low of \$2,363,000.00 to a high of \$2,549,778.85. The bid amounts received greatly exceed the Department's budget. The subject contract will be re-advertised in the near future.

- 8. TR 15008R, Urgent Need Contract Citywide

[Signature]
D. Thorne

REJECTION - On May 6, 2015, the Board opened one bid. The sole bid of \$2,659,897.50 is 51.07% over the Engineer's Estimate of \$1,760,730.00. Due to the bidder exceeding the Engineer's Estimate beyond the Department's budget capacity, the Department believes that is in the best interest of the City to reject all bids and request the board's permission to re-advertise this project.

Department of Public Works

- 9. WC 1301, On-Call Large Water Main Repairs

REJECTION - On April 29, 2015, the Board opened one bid for for the subject Project. The sole bid of \$19,554,330.00 was 147.78% higher than the engineer's estimate of \$7,891,877.00. There are not enough funds available in the budget to fund the contract as bid. It is the Office of Engineering and Construction's recommendation that this bid be rejected and the contract be re-advertised at a later date.



May 26, 2015

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

RE: B50004014 Paving Materials
(Hot and Cold Patch)

Dear Honorable President and Members of the Board of Estimates:

I am writing to protest the award of Contract #B50004014 "Paving Materials (Hot and Cold Patch) Item #1 to Seaboard Asphalt.

The total price for P. Flanigan and Sons Item #1 was \$750,000.

The total price for Seaboard Asphalt Item #1 was \$1,477,000.

The attached documents clearly demonstrate that P. Flanigan and Sons was the low bidder for this item.

The price quoted on the Board of Estimates Agenda is not the total price that Seaboard Asphalt submitted on their Bid Price Sheet.

The bid documents required the award to be made "on an item by item basis to *the lowest responsive and responsible bidder for each item.*" B5004014 at SW3.A (emphasis added). Section SW3.C then provides how low price is to be determined with respect to concrete cold patch:

C. Permanent concrete cold patch (item #1) shall be awarded on the basis of price per ton delivered and OR picked-up within city limits. Delivery charges will be considered in calculating awards, as shown on bid sheet, page B-4 and B-5.

Bidders were required to complete Page B-4 to provide their unit price for concrete cold patch. **Flanigan** provided the following price:

ITEM # 1

7,500 Ton Permanent Concrete Cold Patch

\$ 94.75 Per Ton (Picked Up At Plant) (x) 7500 (=) \$ 710,625.00 Total

Delivery at City yards located within the City (Refer to DS.1 (M) of this Solicitation)

\$ 5.25 Per Ton (Delivery Charge) (x) 7500 (=) \$ 39,375 Total

*Total Price Item #1 \$ 750,000.00 Total

Seaboard provided the following price:

ITEM # 1

7,500 Ton Permanent Concrete Cold Patch

\$ 98.00 Per Ton (Picked Up At Plant) (x) 7500 (=) \$ 735,000.00 Total

Delivery at City yards located within the City (Refer to DS.1 (M) of this Solicitation)

\$ 99.00 Per Ton (Delivery Charge) (x) 7500 (=) \$ 742,500.00 Total

*Total Price Item #1 \$ 1,477,500.00 Total

Flanigan's price was substantially lower than Seaboard's. Accordingly, Flanigan should be awarded the permanent concrete cold patch contract.

The City apparently reads Seaboard's delivery charge line item as the cost of the concrete plus the delivery charge, but it is impossible to determine this from the face of Seaboard's bid. Indeed, Seaboard provides a total bid per ton for delivered concrete at \$1,477,500. The Board should not accept Seaboard's after-the-fact explanation that it intended its total price to be \$99 per ton for delivered concrete.

Clerk, Board of Estimates
City of Baltimore
Page 3

Had Flanigan not bid the item, or quoted a higher delivery charge, Seaboard could have been awarded the item as quoted. Permitting post-bid opening adjustments as the City proposes to do here allows for manipulation by bidders and raises questions about the integrity of the bid process.

Further, even if the City accepts Seaboard's revised price, Flanigan has still offered a lower price for concrete cold patch picked up at its plant -- \$94.75 to \$98. For this reason as well, Flanigan should be selected as the lowest bidder.

Sincerely,

P. Flanigan & Sons, Incorporated



Pierce J. Flanigan, IV

President

Enclosure

Bid Price Sheet

Bid submitted by (name of firm) Seaboard Asphalt Products Co

Address 3601 Fairfield Road

City Balt. State MD Zip Code 21226

Contact Person Shawn Campbell Phone 410-355-0330

Fax 410-355-5864 Phone 800-536-0332

To The Board of Estimates, City of Baltimore

Gentlemen:

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, as described herein and at the pricing shown below.

ITEM # 1

7,500 Ton Permanent Concrete Cold Patch

\$ 98.00 Per Ton (Picked Up At Plant) (x) 7500 (=) \$ 735,000.00 Total

Delivery at City yards located within the City (Refer to DS.1 (M) of this Solicitation)

\$ 99.00 Per Ton (Delivery Charge) (x) 7500 (=) \$ 742,500.00 Total

*Total Price Item #1 \$ 1,477,500.00 Total

Mfg. Seaboard Type Bond-X Green

Plant Locations: 3601 Fairfield Rd.

Tel No/Fax/Email/Contact To Place Orders: Sales@seaboardasphalt.com

Terms: Net 30 F.O.B. Destination

(Net 30 Days unless otherwise stated)

B50004014- Paving Materials (Hot & Cold Patch) - Due: 5/06/2015

ITEM #2 Bituminous Concrete per Attached Specifications, Picked-Up At Vendor's Plant

A. 50,000 Ton Band Surface

\$ No Bid Ton (x) 50000 (=) \$ No Bid Total

B. 25,000 Ton Band Base

\$ No Bid Ton (x) 25000 (=) \$ No Bid Total

C. 25,000 Ton Band St (Smooth Seal)

\$ No Bid Ton (x) 25000 (=) \$ No Bid Total

*Total Price Item #2 (A through C) \$ No Bid Total

Plant Locations: _____

Bin Types: _____

Tel No/Fax/Email/Contact To Place Orders: _____

Terms: _____ F.O.B. Destination

(Net 30 Days unless otherwise state)

* BASIS OF AWARD

Bid Price Sheet

Bid submitted by (name of firm) P. Flanigan & Sons, Incorporated

Address 2444 Loch Raven Road

City Baltimore State MD Zip Code 21218

Contact Person Brian Russell Phone 410-467-5900

Fax 410-467-3127 Phone email: brussell@pflanigan.com

To The Board of Estimates, City of Baltimore

Gentlemen:

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, as described herein and at the pricing shown below.

ITEM # 1

7,500 Ton Permanent Concrete Cold Patch

\$ 94.75 Per Ton (Picked Up At Plant) (x) 7500 (=) \$ 710,625.00 Total

Delivery at City yards located within the City (Refer to DS.1 (M) of this Solicitation)

\$ 5.25 Per Ton (Delivery Charge) (x) 7500 (=) \$ 39,375 Total

*Total Price Item #1 \$ 750,000.00 Total

Mfg. See Attached Type See Attached

Plant Locations: See Attached Plant Locations

Tel No/Fax/Email/Contact To Place Orders: See Attached Plan Locations

Terms: Net 30 F.O.B. Destination
(Net 30 Days unless otherwise stated)

B50004014- Paving Materials (Hot & Cold Patch) - Due: 5/06/2015

ITEM #2 Bituminous Concrete per Attached Specifications, Picked-Up At Vendor's Plant

A. 50,000 Ton Band Surface

\$ 60.48 Ton (x) 50000 (=) \$ 3,024,000.00 Total

B. 25,000 Ton Band Base

\$ 48.65 Ton (x) 25000 (=) \$ 1,216,250.00 Total

C. 25,000 Ton Band St (Smooth Seal)

\$ 63.26 Ton (x) 25000 (=) \$ 1,581,500.00 Total

*Total Price Item #2 (A through C) \$ 5,821,750.00 Total

Plant Locations: See Attached Plant Locations

Bin Types: See Attached Plant Locations

Tel No/Fax/Email/Contact To Place Orders: See Attached Plant Locations

Terms: Net 30 F.O.B. Destination

(Net 30 Days unless otherwise state)

* BASIS OF AWARD

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

6. GS 14826, Waxter
Center Interior
Renovations
- REJECTION** - On Wednesday May 13, 2015, the Board opened three bids for the subject project. One bid was referred to the Law Department and was rejected. The other two bids exceeded the budget allocated for the project. The Department of General Services intends to re-bid this project.

Bureau of Purchases

7. B50003976, Interior
Exterior Door
Installation &
Repair
- Colossal Contractors,
Inc.
Total Contracting, Inc.
JB Contracting, Inc.
- \$200,000.00

(Dept. of Recreation & Parks)

MWBOO GRANTED A WAIVER.

8. B50004028, Tandem
Axle Tractors
(three)
- Harbor Truck Sales
and Service, Inc.
d/b/a Baltimore
Freightliner
- \$319,971.00

(Dept. of General Services)

MWBOO GRANTED A WAIVER.

9. B50004038, Skid
Steer Loaders with
Attachments two)
- Metro Bobcat, Inc.
- \$ 81,758.00

(Dept. of General Services)

MWBOO GRANTED A WAIVER.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Public Works</u>			
1. Angela Harden	Maryland GFOA 2015 Annual Summer Conference Ocean City, MD June 17 - 19, 2015 (Reg. Fee \$250.00)	Water Funds	\$ 971.21
2. Rudolph S. Chow	2015 First Session China Changchun Green International Symposium Changchun, China June 27, 2015 - July 3, 2015	General Fund	\$ 260.00

Mr. Chow has been invited by the Changchun Institute of Urban Planning & Design (CIUPD) to attend and participate in the 2015 First Session China Changchun Green International Symposium. The CIUPD will pay for his airfare and hotel accommodations.

The Department is proposing a daily subsistence of \$40.00 per day to cover the costs of meals and incidentals.

Pursuant to AM-240-5, for travel outside of the continental United States, each City representative must include a proposed amount for a daily subsistence allowance on the travel request which the representative believes to be both reasonable and economical. The Board of Estimates will determine the final monetary amount of the daily subsistence allowance and stipulate the rate in its approval.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Fire and Police Employees' Retirement System</u>			
3. N. A. Calhoun	Opal Financial Group Public Funds Summit East "Navigate the Future" Newport, RI July 19 - 25, 2015 (Reg. Fee \$0.00)	Special Funds F & P	\$1,893.12

The subsistence rate for this location is \$236.00 per day. The hotel cost with taxes is \$349.17. The conference is in Newport, RI. The flight is to Providence, RI. Therefore, a rental car in the amount of \$372.41 is necessary to travel from Providence to Newport.

Pursuant to AM-240-8, if official City business at the event site will require extensive inspection, trips, tours or other unusual but necessary land travel, the Board must approve funds for such expenses in advance.

The Fire and Police Employees' Retirement System is requesting additional subsistence of \$339.51 for hotel costs, \$120.00 for food and incidentals, and \$372.41 for the rental car.

The attendee will extend his stay an additional three days after the conference ends at his own expense.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore Police Department</u>			
4. Melissa R. Hyatt	2015 MCCA, NEIA, and PERF Joint Meeting Phoenix, AZ June 2 - 4, 2015 (Reg. Fee. \$ 0.00)	Asset Forfeiture Fund	\$1,036.00

There is no registration fee for Ms. Hyatt because she is a presenter. The transportation was prepaid using a City-issued credit card assigned to Mr. Tribhuvan Thacker. The disbursement to Ms. Hyatt will be \$368.00.

5. Kevin F. Davis	2015 MCCA, NEIA, and PERF Joint Meeting Phoenix, AZ June 2 - 5, 2015 (Reg. Fee. \$425.00)	Asset Forfeiture Fund	\$1,491.70
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The transportation and registration fee were prepaid using a City-issued credit card assigned to Mr. Tribhuvan Thacker. The disbursement to Mr. Davis will be \$522.00.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Transportation</u>			
6. Raj Sharma Tennille Blue	Intelligent Transportation American 25 th Annual Meeting & Exposition Pittsburgh, PA May 31 - June 1, 2015 (Reg. Fee \$250.00 ea.)	General Funds	\$1,402.00

The subsistence for this location is \$199.00 per day. The hotel cost is \$209.00 per night plus hotel taxes of \$29.26 per night. The Department is requesting additional subsistence of \$10.00 to cover the balance of the hotel and \$40.00 for meals and incidentals. The registration fee of \$250.00 for each attendee was paid on a City-issued procurement card assigned to Mr. Dharendra Sinha. Mr. Sharma will drive. Mr. Sharma will be disbursed \$623.74. Ms. Blue will be disbursed \$278.26.

RETROACTIVE TRAVEL APPROVALPolice Department

7. Warren Smith Marvin Colson	Executive Protection New York City, NY Feb. 11 - 15, 2015	General Funds	\$1,252.11
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Messrs. Smith and Colson accompanied the Mayor to New York City on February 11 - 15, 2015.

The subsistence rate for this location is \$268.00 per day. The hotel rate was \$239.00 per night plus hotel taxes of \$38.75.

MINUTES

RETROACTIVE TRAVEL APPROVAL

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Police Department - cont'd</u>			

The hotel cost in the amount of \$1,111.00 and food and incidentals in the amount of \$141.11 were prepaid on a City-issued PNC Credit Card assigned to Mr. Smith.

The travel request is late because of a delay in the administrative process.

ACTUAL TRAVEL EXPENDITURES

\$ 1,111.00	- Hotel (including taxes of \$38.75 x 4)
<u>141.11</u>	- Food and incidentals
\$1,252.11	

RETROACTIVE TRAVEL APPROVAL

8. Warren Smith	Executive Protection Little Rock, AR Oct. 6-9, 2014	General Funds	\$1,472.24
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Mr. Smith accompanied the Mayor during her stay in Little Rock, AR. He provided executive protection and security. The subsistence rate for this location is \$150.00 per day. The hotel cost was \$155.00 per night plus hotel tax and occupancy tax of \$20.16 per night. The Department is requesting additional subsistence of \$5.00 per day to cover the hotel balance, \$56.85 for meals and incidentals, the expense of a rental vehicle in the amount of \$190.74, and fuel cost of \$14.41. It was necessary for Mr. Smith to secure a rental car because of the nature of the travel.

MINUTES**RETROACTIVE TRAVEL APPROVAL**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Police Department - cont'd</u>			

Pursuant to AM-240-8, if official City business at the event site will require extensive inspection trips, tours, or other unusual but necessary land travel, the Board must approve funds for such expenses in advance. The Department was unable to meet the requirements of travel procedures outlined in the Administrative Manual.

All expenses for the attendee were prepaid on a City-issued PNC Credit card assigned to Mr. Warren Smith. The travel is late due to a delay in the administrative process.

ACTUAL TRAVEL EXPENDITURES

\$ 684.76	- airfare
465.00	- hotel
60.48	- occupancy taxes and other taxes
190.74	- rental vehicle
14.41	- fuel
56.85	- meals and incidentals
<u>\$1,472.24</u>	

MINUTES**RETROACTIVE TRAVEL APPROVAL**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Police Department - cont'd</u>			
9. Kyle E. Gooden	Executive Protection New Orleans, LA Nov. 20 - 25, 2014	General Funds	\$2,254.95

Mr. Gooden traveled to New Orleans, LA to accompany the Mayor on November 20 - 25, 2014.

The subsistence rate for this location was \$211.00 per day. The hotel rate for November 20 - 21, 2014 was \$119.95 per night, \$269.00 per night for November 22, 2014, and \$199.99 per night for November 23 - 24, 2014. The occupancy taxes in the amount of \$134.75 are included in the total expenditure.

In accordance with AM-240-8, Official City business at the event site required extensive trips, tours, or other unusual but necessary land travel required Board of Estimates approval in advance. Due to the nature of the travel, it was necessary to secure a rental vehicle. The Department is requesting approval of additional subsistence for the rental car, fuel, and parking costs as listed below.

The Department paid the airfare, hotel accommodations, and other expenses for the attendee on a City issued PNC Credit Card assigned to Mr. Gooden.

MINUTES**ACTUAL TRAVEL EXPENDITURES**Police Department - cont'd

\$	455.20	- Airfare
	905.00	- Hotel
	134.75	- Occupancy Tax
	98.03	- Meals
	469.38	- Rental Car
	58.19	- Fuel
	134.40	- Parking
	\$2,254.95	- Total

The request is late because of a delay in the administrative process. The Department was unable to meet the requirements of travel procedures as outlined in the Administrative Manual, Section 240 and regrets the late submission of this request.

UPON MOTION duly made and seconded, the Board approved the foregoing travel requests, the retroactive travel approvals, and the actual travel expenditures. The Director of Public Works **ABSTAINED** on item no. 2. Acting on behalf of the Honorable Joan M. Pratt, Comptroller and Secretary, the Deputy Comptroller and Clerk, Bernice H. Taylor, **ABSTAINED** on item no. 3.

MINUTES

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART FOR ALL ITEMS ON THE AGENDA.

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest.

Kim A. Trueheart

June 2, 2015

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of questionable management and administration within the various boards, commissions, agencies and departments of the Baltimore City municipal government.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self
2. What the issues are:
 - a. Pages 1 - 78, City Council President and members of the Board of Estimates, BOE Agenda dated June 3, 2015, if acted upon:
 - i. The proceedings of this board often renew business agreements without benefit of clear measures of effectiveness to validate the board's decision to continue funding the provider of the city service being procured;
 - ii. The Baltimore City School Board of Commissioners routinely requires submissions for board consideration to include details of the provider's success in meeting the objectives and/or desired outcomes delineated in the previously awarded agreement;
 - iii. The members of this board continue to fail to provide good stewardship of taxpayers' funds as noted by the lack of concrete justification to substantiate approval of actions presented in each weekly agenda;
 - iv. This board should immediately adjust the board's policy to ensure submissions to the board include measures of effectiveness in each instance where taxpayer funds have already been expended for city services;
 - v. In the interest of promoting greater transparency with the public this board should willing begin to include in the weekly agenda more details which it discusses in closed sessions without benefit of public participation.
 - vi. Lastly this board should explain to the public how, without violating the open meeting act, a consent agenda is published outlining the protocols for each week's meeting prior to the board opening its public meeting.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed what appears to be a significant dearth in responsible and accountable leadership, management and cogent decision making within the various agencies and

Email: kimtrueheart@gmail.com

5519 Belleville Ave
Baltimore, MD 21207

departments of the Baltimore City municipal government which potentially cost myself and my fellow citizens excessive amounts of money in cost over-runs and wasteful spending.

4. Remedy I desire: The Board of Estimates should immediately direct each agency to include measures of effectiveness in any future submissions for the board's consideration.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on June 3, 2015.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

President: "There being no more business before the Board, the meeting will recess until bid opening at 12 noon. Thank you."

* * * * *

MINUTES

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

BIDS, PROPOSALS, AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that **NO ADDENDA WERE RECEIVED** extending the dates for receipt and opening of bids. There were no objections.

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

Bureau of Purchases - B50004075, Pump Repair and Maintenance
Services

DSI, Inc.
EESCO Pump and Valve, Inc.
American Contracting & Environmental Services, Inc.
TEAM Services Corporation

Bureau of Purchases - B50004087, Remote Video Surveillance
Trailer

Digital Management Solutions
Link Communications, LTD
Live View Technologies

MINUTES

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There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, June 10, 2015.



JOAN M. PRATT
Secretary